

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

Ref. No. 140

CERTIFICATION OF COUNSEL

I, Joshua B. Brooks, counsel to the above-captioned debtors and debtors-in-possession (the “Debtors”) hereby certify as follows to the best of my knowledge, information, and belief:

1. On February 1, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* in the United States Bankruptcy Court for the District of Delaware (the “Court”).

2. On April 8, 2024, the Debtors filed the *Motion of the Debtors for Entry of an Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [D.I. 140] (the “Motion”).

3. On April 29, 2024, the Court entered the *Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* [D.I. 165] (the “Interim Approval and Procedures Order”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors’ mailing address is 1500 District Avenue, Burlington, MA 01803.



4. The Debtors have revised the timeline for solicitation of votes to accept or reject the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (the “Plan”) and propose additional procedures and ballots to be utilized for solicitation of votes from beneficial holders of Class 6 Interests (as defined in the Plan) and their nominees.

5. Accordingly, the Debtors revised the Interim Approval and Procedures Order and circulated a draft to the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”). The U.S. Trustee provided the Debtors with informal comments to the draft order.

6. To resolve the U.S. Trustee’s informal comments, the Debtors have further revised the draft order, a copy of which is attached hereto as **Exhibit A** (the “Amended Interim Approval and Procedures Order”). A copy of the Amended Interim Approval and Procedures Order compared against the Interim Approval and Procedures Order is attached hereto as **Exhibit B**. In accordance with the Court’s electronic order processing procedures, a clean copy of the Amended Interim Approval and Procedures Order shall be uploaded to CM/ECF.

7. The Debtors provided a copy of the Amended Interim Approval and Procedures Order to the U.S. Trustee, and the U.S. Trustee has advised that it does not object to entry of the Amended Interim Approval and Procedures Order.

8. Accordingly, the Debtors respectfully request that the Court enter the Amended Interim Approval and Procedures Order at its earliest convenience.

Dated: May 6, 2024
Wilmington, Delaware

LANDIS RATH & COBB LLP

/s/ Joshua B. Brooks

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EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹
Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

Ref. No. 140

**AMENDED ORDER (I) APPROVING THE DISCLOSURE STATEMENT ON AN
INTERIM BASIS; (II) SCHEDULING A COMBINED HEARING ON FINAL
APPROVAL OF THE DISCLOSURE STATEMENT AND PLAN CONFIRMATION
AND DEADLINES RELATED THERETO; (III) APPROVING THE
SOLICITATION, NOTICE AND TABULATION PROCEDURES AND THE
FORMS RELATED THERETO; AND (IV) GRANTING RELATED RELIEF**

Upon the *Motion of the Debtors for Entry of an Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* (the "Motion");² and based on the record in the Chapter 11 Cases; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that sufficient notice of the Motion has been given; and the Court having found that the relief requested

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² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

in the Motion is in the best interests of the Debtors' estates, creditors and other parties in interest; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND THAT:

A. The Debtors have all necessary authority to propose and prosecute the Plan and the Disclosure Statement.

B. The Debtors have provided adequate notice of the Motion, and the time fixed for filing objections thereto, and no other or further notice need be provided with respect to the Motion.

C. The period, set forth below, during which the Debtors may solicit votes to accept or reject the Plan is a reasonable and adequate period of time under the circumstances for creditors entitled to vote to make an informed decision to accept or reject the Plan, including to make an informed decision to object to the Plan.

D. The notice substantially in the form attached hereto as **Exhibit A** (the "Confirmation Hearing Notice") and the procedures set forth below for providing such notice to known and unknown creditors and interest holders of the time, date and place of the combined hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the "Confirmation Hearing"), and the contents of the Confirmation Hearing Notice comply with Bankruptcy Rules 2002, 3017 and Local Rule 3017-2 and constitute sufficient notice to all interested parties.

E. The Confirmation Hearing Notice and the procedures set forth below for providing

such notice to holders of Claims and Interests comply with the requirements of the Bankruptcy Code and is appropriate.

F. The procedures for solicitation and tabulation of votes to accept or reject the Plan (as more fully set out in the Motion and in this Order below) provide for a fair and equitable process and are consistent with Bankruptcy Code section 1126. The form of the Ballots attached hereto as **Exhibits B-1, B-2, B-3, B-4** and **B-5** are sufficiently consistent with Official Form No. 314, adequately addresses the particular needs of the Chapter 11 Cases, and is appropriate for the Voting Classes to vote to accept or reject the Plan.

NOW THEREFOR, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The Disclosure Statement is approved on an interim basis under Bankruptcy Code section 1125, Bankruptcy Rule 3017 and Local Rule 3017-2. Any objections to the adequacy of the information contained in the Disclosure Statement are expressly reserved for consideration at the Confirmation Hearing.
3. The Confirmation Schedule is approved in its entirety as follows:

<u>EVENT</u>	<u>DATE</u>
Record Date	April 30, 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Serve the Notices and the Solicitation Package	May 10, 2024 (or within 3 business days following entry of the Interim Approval and Procedures Order)
Deadline to file Claims Objections for Voting Purposes Only	May 31, 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline to file Rule 3018 Motions	May 31, 2024 at 4:00 p.m. (prevailing Eastern Time)

<u>EVENT</u>	<u>DATE</u>
Deadline to File Plan Supplement	May 31, 2024 at 4:00 p.m. (prevailing Eastern Time)
Voting Deadline	June 14, 2024 at 5:00 p.m. (prevailing Eastern Time)
Deadline to Object to final approval of the Disclosure Statement and Confirmation of the Plan	June 14, 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline for Debtors to Respond to 3018 Motions	June 14, 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline for Debtors to File Voting Report (which shall also include a list of those who opted out of the third party releases)	June 18, 2024 at 10:00 a.m. (prevailing Eastern Time)
Deadline for Debtors to File Confirmation Brief and/or Reply to any Plan or Disclosure Statement Objections, Supporting Declarations and the Proposed Form of Order Approving the Disclosure Statement and Confirming the Plan	June 18, 2024 at 10:00 a.m. (prevailing Eastern Time)
Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan, and to Rule on Claims Objections and 3018 Motions	June 20, 2024 at 3:00 p.m. (prevailing Eastern Time)

4. The combined hearing on final approval of the adequacy of the Disclosure Statement and confirmation of the Plan is scheduled for **June 20, 2024 at 3:00 p.m. (prevailing Eastern Time)** (the “Confirmation Hearing”). The deadline to file objections to the adequacy of the Disclosure Statement and confirmation of the Plan is **June 14, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”). The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open court and/or by filing a notice of adjournment on the case docket.

5. The deadline for the Debtors to file the Voting Report is **June 18, 2024**. In addition to reporting the results of the members of the Voting Classes returning a completed ballot, the Voting Report will also reflect which votes were not counted, the reasons why and if the Voting Deadline was extended.

6. The Deadline for the Debtors (and other parties in support of the Plan) to file a brief in support of confirmation of the Plan and/or a reply to any objections to the final approval of the Disclosure Statement and Confirmation of the Plan, any supporting declarations and the proposed form of order approving the Disclosure Statement and confirming the Plan is **June 18, 2024**.

7. Objections to the adequacy of the Disclosure Statement and confirmation of the Plan, if any, must:

- a. be in writing;
- b. conform to the Bankruptcy Rules and Local Rules;
- c. state the name and address of the objecting party and the amount and nature of the Claim or Interest of such entity;
- d. state with particularity the basis and nature of any objection to the Disclosure Statement, the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and
- e. be filed, together with a proof of service, with the Court and served on the following parties: ((i) counsel to the Debtors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire, Esq. (mcguire@lrclaw.com) and Joshua B. Brooks, Esq. (brooks@lrclaw.com); (ii) the Office of The United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Joseph F. Cudia, Esq. (joseph.cudia@usdoj.gov).

8. The Confirmation Hearing Notice, in substantially the form attached hereto as **Exhibit A**, complies with the requirements of Bankruptcy Rules 2002(b), 2002(d) and 3017(d) and Local Rule 3017-2 and is approved in all respects. The Confirmation Hearing Notice shall be served upon: (i) holders of claims or interests, whether in Voting Classes or in the Non-Voting Classes, or unclassified, (ii) the Internal Revenue Service, (iii) all state and local taxing authorities in which the Debtors have tax liabilities, (iv) the United States Attorney for the District of

Delaware, (v) all counterparties to executory contracts and leases; (vi) the United States Trustee; (vii) all persons and entities listed on the Debtors' creditor mailing matrix, and (viii) all parties requesting notice pursuant to Bankruptcy Rule 2002 within three (3) business days of the entry of this Order.

9. The Debtors shall serve a copy of this Order, with all exhibits, and a copy of the Plan and Disclosure Statement, with all exhibits, on the parties set forth in subsections (ii), (iii), (iv), (vi), and (viii) of paragraph 8 above.

10. The Debtors shall transmit to holders of Claims or Interests in the Voting Classes who are entitled to vote a package (the "Solicitation Package") containing: (a) a cover letter describing the contents of the Solicitation Package, (b) the Disclosure Statement, the Plan and all exhibits thereto (on a flash drive in PDF format), (b) the Ballot, including voting instructions, (c) the Confirmation Hearing Notice, and (d) this Order (on a flash drive in PDF Format) within three (3) business days following entry of this Order.

11. Only the following holders of Claims or Interests in the Voting Classes are entitled to vote:

- a. holders of Claims or Interests for which Proofs of Claim or Interest have been filed, as reflected on the claims register as of the Record Date;
- b. holders of Claims that are listed in the Debtors' Schedules and Statements, with the exception of those Claims that are scheduled as contingent, unliquidated or disputed (excluding such scheduled Claims that have been superseded by a filed Proof of Claim);
- c. holders whose Claims or Interests arise pursuant to an agreement or settlement with the Debtors, as reflected in a document filed with the Bankruptcy Court, in a final order of the Bankruptcy Court, or in a document executed by the Debtors pursuant to authority granted by the Bankruptcy

Court, in each case regardless of whether a Proof of Claim or Interest has been filed; and

- d. the assignee of any transferred or assigned Claim, only if:
 - (i) transfer or assignment has been fully effectuated pursuant to the procedures dictated by Bankruptcy Rule 3001(e) and
 - (ii) such transfer is reflected on the Claims Register on or before the Record Date.

12. In tabulating votes, the following hierarchy will be used to determine the amount of the Claim or Interest associated with each vote:³

- a. the amount of the Claim or Interest settled and/or agreed upon by the Debtors, as reflected in a Bankruptcy Court pleading, stipulation, agreement, or other document filed with the Bankruptcy Court, in a final order of the Bankruptcy Court or in a document executed by the Debtors pursuant to authority granted by the Bankruptcy Court;
- b. the amount of the Claim or Interest Allowed (temporarily or otherwise) pursuant to a Resolution Event in accordance with the Solicitation Procedures;
- c. the amount of the Claim or Interest contained in a Proof of Claim or Interest that has been timely filed; provided that Ballots cast by holders whose Claims are not listed in the Schedules, but that file a Proof of Claim in an unliquidated or unknown amount that are not the subject of an objection, will count for satisfying the numerosity requirement of Bankruptcy Code section 1126(c) and will count as Ballots for Claims in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code;
- d. the amount of the Claim listed in the Schedules; provided, that such Claim is not listed in the Schedules as contingent, unliquidated or disputed, or any combination thereof, and has not been paid; and
- e. in the absence of any of the foregoing, zero.

³ Any Ballot cast by a holder of a Proof of Claim in which the amount of the Claim is listed in any currency other than USD will have the dollar amount of the Claim converted to USD, as of the date the Ballot is received by the Balloting Agent (defined below), for the purposes of the dollar amount provisions of section 1126(c) of the Bankruptcy Code.

13. As part of the Solicitation Package, the Debtors shall distribute to creditors entitled to vote on the Plan the ballot based on Official Form No. 314, modified to address the particular circumstances of the Chapter 11 Cases and to include certain additional information that the Debtors believe to be relevant and appropriate for the Voting Classes to vote to accept or reject the Plan. The form of Ballots attached hereto as **Exhibits B-1, B-2, B-3, B-4** and **B-5** are hereby approved.

14. The deadline to submit Ballots to accept or reject the Plan shall be **June 14, 2024 at 5:00 p.m. (prevailing Eastern Time)** (the “Voting Deadline”).

15. Ballots shall be transmitted by mail, as part of the Solicitation Package, to the record holders of claims in the Voting Classes. All other holders of Claims will not be provided with a Ballot because such holders are either unimpaired and presumed to accept the Plan under Bankruptcy Code section 1126(f). Such non-voting holders will receive a copy of the Confirmation Hearing Notice.

16. The procedures set forth in the Motion for effectively submitting a Ballot are hereby approved in their entirety. In order to submit a Ballot, parties must fully complete and execute the Ballot and return it by (a) first class mail, over-night courier or hand-delivery to the Debtors’ noticing, claims and administrative agent, Kurtzman Carson Consultants LLC (the “Balloting Agent”) at the address set forth in the Ballot on or before the Voting Deadline or (b) electronic online transmission solely through the customized online balloting portal (the “Balloting Portal”) on the Debtors’ case website, <https://www.kccllc.net/invivo>, and clicking on the link for balloting on or before the Voting Deadline. The secured ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner, and the creditor’s electronic signature shall be deemed to be immediately legally valid and effective.

Ballots submitted via the Balloting Portal shall be deemed to contain an original signature. Ballots otherwise sent by facsimile, telecopy, or electronic submissions (other than those submitted via the Balloting Portal) will **not** be accepted. Only properly completed, executed and timely submitted Ballots will be accepted by the Debtors. The Debtors reserves their right to extend the Voting Deadline at their discretion.

17. Holders of Class 6 Interests who hold their position through a broker, bank, or other nominee or an agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee” and such holders a “Beneficial Holder”) must properly execute, complete and deliver the Ballot for Beneficial Holders (the “Beneficial Holder Ballots”) to their respective Nominee in sufficient time so that the Nominees may verify, tabulate and include such Beneficial Holder Ballots in a master ballot to be returned to the Balloting Agent (a “Master Ballot”), so that they are *actually received* by the Balloting Agent no later than the Voting Deadline. Master Ballots may be submitted electronically via email to KCC_Securities@kccllc.com. The voting and tabulation of votes cast by Beneficial Holders shall comply with the voting procedures attached hereto as **Exhibit C** (the “Master Ballot Voting and Tabulation Procedures”).

18. The following Ballots shall not be counted in tabulating votes to accept or reject the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim or Interest; (b) any Ballot submitted by a Party that does not hold a Claim or Interest in the Classes that are entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Party not entitled to vote pursuant to the Solicitation Procedures, as applicable.

19. The record date for determining which holders of Claims or Interests are to be

served with the Solicitation Package and the Notices shall be the date on which this Order is entered (the “Record Date”).

20. The Debtors shall mail only the Confirmation Hearing Notice to holders of Claims or Interests and all parties requesting notice pursuant to Bankruptcy Rule 2002 and shall not be required to mail any Plan Documents to such entities. Instead, the Debtors are authorized to provide in the Confirmation Hearing Notice directions for such parties to obtain electronic copies of the Plan Documents from the Balloting Agent.

21. To the extent Claims or Interest in the Voting Classes are subject to an objection that is filed with the Court on or prior to May 31, 2024, which is seven (7) days before the Voting Deadline, the holders of such Claims shall not be entitled to vote to accept or reject the Plan unless one or more of the following has occurred no later than two (2) days prior to the Voting Deadline (each, a “Resolution Event”):

- a. an order of the Bankruptcy Court is entered allowing such Claim or Interest pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
- b. an order of the Bankruptcy Court is entered temporarily allowing such Claim or Interest *for voting purposes only* pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
- c. a stipulation or other agreement is executed between the holder of such Claim or Interest and the Debtors resolving the objection and allowing such Claim in an agreed upon amount;
- d. a stipulation or other agreement is executed between the holder of such Claim or Interest and the Debtors temporarily allowing the holder of such Claim or Interest to vote its Claim or Interest in an agreed upon amount; or
- e. the pending objection is voluntarily withdrawn by the objecting party.

22. If a Claim or Interest is the subject of an amended Proof of Claim or Interest, the originally filed Proof of Claim or Interest shall be deemed superseded by the later filed, amended

Proof of Claim or Interest, regardless of whether or not the Debtors have objected to the originally filed Proof of Claim or Interest, and only the amended Proof of Claim or Interest shall be used for the purpose of determining voting eligibility in accordance with the provisions herein.

23. Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased one or more duplicate Claims or Interests within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim or Interest in such Voting Class, regardless of whether the Debtors have objected to such duplicate Claims or Interests.

24. The Solicitation Procedures set forth herein are hereby approved in their entirety, provided that the Debtors reserve their right to amend or supplement the Solicitation Procedures and related documents to better facilitate the confirmation process. The Debtors will file a notice of any revisions to the Solicitation Procedures.

25. The Solicitation Procedures for service of the Solicitation Package and the Notices as attached hereto satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

26. The Debtors are authorized to make non-material changes to the Disclosure Statement, Plan, Solicitation Procedures, Notices, Ballot and related pleadings without further order of the Court, including without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the foregoing documents before their distribution.

27. The Debtors are hereby authorized to take any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

28. The terms and conditions of this Order shall be immediately effective and

enforceable upon entry of this order.

29. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this order.

Dated: _____, 2024
Wilmington, Delaware

THE HONORABLE MARY L. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Confirmation Hearing Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹
Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

Ref. No. 165, 168 & ____

**NOTICE OF (A) INTERIM APPROVAL OF THE DISCLOSURE STATEMENT AND
(B) COMBINED HEARING TO CONSIDER FINAL APPROVAL OF THE
DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN
AND THE OBJECTION DEADLINE RELATED THERETO**

TO ALL PARTIES IN INTEREST, PLEASE TAKE NOTICE THAT:

1. **Filing of the Disclosure Statement and Plan.** On April 8, 2024, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 169] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”) and the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended, supplemented or modified, including all exhibits thereto, the “Plan”).²
2. **Interim Bankruptcy Court Approval of the Disclosure Statement and the Notice Procedures.** On May __, 2024, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order [D.I. ____] (the “Amended Interim Approval and Procedures Order”) approving, among other things, the Disclosure Statement on an interim basis, as required under Local Rule 3017-2 and authorizing the Debtors to provide notice of their intent to seek confirmation of the Plan pursuant to certain procedures set forth therein, including the solicitation of votes to accept or reject the Plan. The Bankruptcy Court’s interim approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.
3. **The Combined Hearing.** A combined hearing to consider final approval of the Disclosure Statement and confirm the Plan (the “Combined Hearing”) will commence on **June 20, 2024 at 3:00 p.m. (prevailing Eastern Time)** before the Honorable Mary F. Walrath,

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

United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 5th Floor, Courtroom No. 4, Wilmington, DE 19801. Please be advised that the Combined Hearing may be continued from time to time by the Bankruptcy Court or the Debtors without further notice other than by such adjournment being announced in open court or by a notice of adjournment filed with the Bankruptcy Court and served on parties entitled to notice under Bankruptcy Rule 2002 and the Local Rules or otherwise. In accordance with the Plan, the Plan may be modified, if necessary, prior to, during, or as a result of the Combined Hearing by further action of the Debtors and without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

4. **Objections to Final Approval of the Disclosure Statement and Confirmation of the Plan.** The Bankruptcy Court has established **June 14, 2024 at 4:00 p.m. (prevailing Eastern Time)**, as the last date and time for filing and serving objections to the adequacy of the information in the Disclosure Statement and to confirmation of the Plan (the “Objection Deadline”). Any objection to the final approval of the Disclosure Statement and confirmation of the Plan must (a) be in writing, (b) conform to the Bankruptcy Rules and the Local Rules, (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such Entity, (d) state with particularity the basis and nature of any objection to the Disclosure Statement, the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection, and (e) be filed with the Clerk of the Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, DE 19801, and served on the following: (i) counsel to the Debtors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire, Esq. (mcguire@lrclaw.com), Joshua B. Brooks, Esq. (brooks@lrclaw.com), and George A. Williams III, Esq. (williams@lrclaw.com); (ii) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Joseph F. Cudia, Esq. (joseph.cudia@usdoj.gov) with proof of service of such objection filed when and as required under the Local Rules of the Bankruptcy Court.
5. The following chart summarizes the classification and treatment of Claims and Interests under the Plan:

CLAIMS/INTERESTS & DESCRIPTION	ESTIMATED ALLOWED CLAIMS	TREATMENT	ESTIMATED RECOVERY
Administrative Claims (unclassified)	\$0.00	Unimpaired	Estimated Recovery Percentage: 100% Form of Recovery: Cash
Priority Tax Claims (unclassified)	\$0.00	Unimpaired	Estimated Recovery Percentage: 100% Form of Recovery: Cash
Secured Tax Claims (Class 1)	\$0.00	Unimpaired – Deemed to Accept	Estimated Recovery Percentage: 100% Form of Recovery: Cash

Other Secured Claims (Class 2)	\$0.00	Unimpaired – Deemed to Accept	Estimated Recovery Percentage: 100% Form of Recovery: Cash
Other Priority Claims (Class 3)	\$0.00	Unimpaired – Deemed to Accept	Estimated Recovery Percentage: 100% Form of Recovery: Cash
General Unsecured Claims (Class 4)	\$1,995,667.58 ³	Impaired – Entitled to Vote	Estimated Recovery Percentage: 100% Form of Recovery: Cash
ARE Subordinated Claims (Class 5)	\$54,527.00	Impaired – Entitled to Vote	Estimated Recovery Percentage: 100% Form of Recovery: Cash
Interests (Class 6)	3,105,446	Impaired – Entitled to Vote	Estimated Recovery: \$1,296,605 or \$0.417 per share Form of Recovery: Cash

6. **Voting Procedures.** Holders of Claims in Class 4 (General Unsecured Claims), Class 5 (ARE Subordinated Claims) and Class 6 (Interests) as of **April 30, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Record Date”) are entitled to vote to accept or reject the Plan. If you hold such a Claim, you will receive a solicitation package which shall include, among other things, a copy of (i) this Notice, (ii) the Plan (on a disk in PDF format), (iii) the Disclosure Statement (on a disk in PDF format), and (iv) a ballot. Please review the ballot and the instructions included therewith for how to vote on the Plan. Failure to follow the voting instructions may disqualify your vote. Please be advised that the Holders of Claims in Classes 4, 5 and 6 are the only holders of Claims or Interests that are entitled to vote on the Plan.
7. **Voting Deadline.** The deadline to vote on the Plan is **June 14, 2024 at 5:00 pm (prevailing Eastern Time)** (the “Voting Deadline”). The Debtors’ notice, claims and balloting agent, Kurtzman Carson Consultants LLC (the “Balloting Agent” or “KCC”), must receive your ballot with an original signature by the Voting Deadline, otherwise your vote will not be counted. In order for your Ballot to count, you must (1) properly complete, date, and execute the Ballot and (2) deliver the Ballot by (a) first class mail, in the return envelope provided with each Ballot; (b) overnight courier; (c) hand-delivery, or (d) electronic online transmission solely through the customized online balloting portal (the “Balloting Portal”) on the Debtors’ case website, <https://www.kccllc.net/invivo>, and clicking on the link for balloting so that such Ballot is actually received by the Balloting Agent on or before the Voting Deadline.
8. **Directions to Obtain the Plan Documents and Make Inquiries.** If you have not received copies of the Plan, the Disclosure Statement, the Amended Interim Approval and Procedures Order (the “Plan Documents”) and wish to obtain copies of the same, you may do so by: (i) writing to InVivo Ballot Processing Center, c/o KCC, 222 N. Pacific Coast

³ Represents claims scheduled or filed as of April 29, 2024 and is subject to change based on claims that may be filed arising from contract rejections and claim reconciliation process.

Highway, Suite 300, El Segundo, CA 90245; and/or (ii) emailing brooks@lrclaw.com with a reference to “InVivo Therapeutics Corporation” in the subject line; (iii) visiting <https://www.kccllc.net/invivo> or (iv) visiting (for a fee) PACER at <http://www.deb.uscourts.gov>. Additionally, if you have any questions regarding this Notice, any of the Plan Documents, or any matters related thereto, including, without limitation, the procedures for objecting to the Plan, please contact the Balloting Agent at (877) 499-4509 (Toll-Free) or (917) 281-4800 (International). Please be advised that the Balloting Agent cannot provide you with legal advice, and you should consult with an attorney to provide any legal advice you may need.

9. **Settlement, Release, Exculpation, and Injunction Language in the Plan.** Please be advised that Article VIII of the Plan, as proposed, contains the following exculpation, releases, and injunction provisions.

Article VIII.B Exculpation

Effective as of the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim or any obligation, Cause of Action, or liability for any Exculpated Claim; provided, however, that the foregoing exculpation shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

Article VIII.C Releases by the Debtor

Pursuant to section 1123(b) of the Bankruptcy Code and to the fullest extent authorized by applicable law, and except as otherwise specifically provided in the Plan, including, without limitation the Retained Causes of Action, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is expressly, unconditionally, generally and individually and collectively released, and acquitted by the Debtors and their Estates from any and all actions, claims, obligations, rights, suits, judgments, damages, demands, debts, rights, remedies, Causes of Action, and liabilities of any nature whatsoever, or any other claim against any Released Party, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, fixed or contingent, liquidated or unliquidated, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the purchase, sale or rescission of the purchase or sale of, or any other transaction relating to any Security of the Debtors, the Debtors, the Debtors’ restructuring efforts, the Chapter 11 Cases, the Plan, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the

Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan or related agreements, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that the foregoing releases shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct; and provided further that nothing herein shall act as a release of a direct claim any holder of a Claim or Interest or other Entity may have against any Released Party.

Article VIII.D Injunction

Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that have held, hold or may hold any Interest in the Debtors or a Claim, Cause of Action, or other debt or liability against the Debtors or against any Released Party that have been released and/or exculpated under the this Plan (the “Released Claims and Interests”) are permanently enjoined from taking any of the following actions against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Assets, or the Released Parties or their respective predecessors, successors and assigns, subsidiaries, Affiliates, current (as of the Effective Date) directors, officers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accounts, investment bankers, consultants, representatives, and other Professionals solely in their respective capacities as such or any property of the same, on account of such Released Claims and Interests: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or encumbrance; (iv) asserting any right of setoff (other than setoffs exercised prior to the Petition Date), or subrogation of any kind against any debt, liability or obligation on account of or in connection with or with respect to any Released Claims or Interests; and (v) commencing or continuing in any manner or in any place, any action that does not comply with or is inconsistent with this provision; provided, however, that the foregoing injunction shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASES, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Dated: May _____, 2024
Wilmington, Delaware

LANDIS RATH & COBB LLP

/s/

Matthew B. McGuire (No. 4366)
Joshua B. Brooks (No. 6765)
George A. Williams (No. 6964)
919 Market Street, Suite 1800
Wilmington, Delaware 19801
Telephone: (302) 467-4400
Facsimile: (302) 467-4450
Email: mcguire@lrclaw.com
brooks@lrclaw.com
williams@lrclaw.com

Counsel for the Debtors and Debtors-In-Possession

EXHIBIT B-1

Class 4 Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹
Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT PLAN OF LIQUIDATION
OF INVIVO THERAPEUTICS CORPORATION AND INVIVO THERAPEUTICS
HOLDINGS CORP. PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 4 — GENERAL UNSECURED CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THE BALLOT**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY KURTZMAN CARSON
CONSULTANTS LLC BY JUNE 14, 2024 AT 5:00 P.M. PREVAILING
EASTERN TIME (THE “VOTING DEADLINE”)**

The Debtors have sent this Ballot to you because their records indicate that you are a holder of a Class 4 General Unsecured Claim, and accordingly, you have a right to vote to accept or reject the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended, supplemented or modified, including all exhibits thereto, the “Plan”). Your rights are described in the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation. and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* and all exhibits related thereto [D.I. 169] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”). On May ____, 2024, the Bankruptcy Court entered an order [D.I. ____] (the “Amended Interim Approval and Procedures Order”)² approving on an interim basis the adequacy of the Disclosure Statement. At the Confirmation Hearing, the Debtors will seek final approval of the adequacy of the Disclosure Statement, as well as confirmation of the Plan.

Copies of the Disclosure Statement, the Amended Interim Approval and Procedures Order, the Plan and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. Additionally, the Solicitation Package may be obtained by (i) writing to InVivo Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors’ mailing address is 1500 District Avenue, Burlington, MA 01803.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement or the Amended Interim Approval and Procedures Order, as applicable.

300, El Segundo CA 90245; and/or (ii) emailing brooks@lrclaw.com with a reference to “InVivo Therapeutics Corporation” in the subject line; (iii) visiting <https://www.kccllc.net/invivo> or (iv) visiting (for a fee) PACER at <http://www.deb.uscourts.gov>. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact the Balloting Agent at the address or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 4 (General Unsecured Claims) under the Plan.

If the Balloting Agent does not receive your Ballot on or before the Voting Deadline, June 14, 2024 at 5:00 P.M. prevailing Eastern Time and if the Voting Deadline is not extended, your vote as either an acceptance or rejection of the Plan will not count. If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.

Item 1. Principal Amount of Class 4 General Unsecured Claim.

The undersigned hereby certifies that as of the Record Date, April 30, 2024, the undersigned was the holder of a Class 4 General Unsecured Claim in the aggregate principal amount against the Debtors as set forth below (insert amount in box below):

\$ _____

Item 2. Class 4 General Unsecured Claim Vote on the Plan.

The holder of the Class 4 General Unsecured Claim set forth in Item 1 votes to (please check one):

ACCEPT THE PLAN

REJECT THE PLAN

ANY BALLOT THAT IS EXECUTED BY THE HOLDER OF A CLAIM BUT THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

Item 3. Certifications

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and to the Debtors:

- a. that either: (i) the Entity is the holder of the Class 4 Claim being voted; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Class 4 Claim being voted;
- b. that the Entity has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the Entity has cast the same vote with respect to all Class 4 Claims that it holds or for which it is the authorized signatory; and
- d. that no other Ballots with respect to the amount of the Class 4 Claim identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such Ballots dated earlier are hereby revoked.

Name of holder: _____
(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____
(If other than holder)

Title: _____

Address: _____

Date Completed: _____

THE BALLOT MUST BE COMPLETED AND SUBMITTED, ON OR BEFORE THE VOTING DEADLINE, BY THE FOLLOWING APPROVED SUBMISSION METHODS:

By first class mail, overnight courier or hand-delivery to:
InVivo Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

**By electronic online transmission solely through the customized online balloting portal (the “Balloting Portal”) on the Debtors’ case website: <https://www.kcellc.net/invivo>
Click on the link for balloting**

BALLOTS OTHERWISE SUBMITTED BY FACSIMILE, TELECOPY, OR ELECTRONIC SUBMISSIONS (OTHER THAN THOSE SUBMITTED VIA THE BALLOTING PORTAL) WILL NOT BE ACCEPTED.

YOUR BALLOT MUST BE RECEIVED BY THE VOTING DEADLINE, WHICH IS JUNE 14, 2024, AT 5:00 P.M. PREVAILING EASTERN TIME.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined in the Ballot or these instructions shall have the meanings set forth in the Plan or the Disclosure Statement, copies of which also accompany the Ballot.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan if, among other things, the Plan is confirmed. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) submit the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by the Balloting Agent is June 14, 2024 at 5:00 p.m. (prevailing Eastern Time). Your completed Ballot must be received by the Balloting Agent on or before the Voting Deadline.
4. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to the Balloting Agent is at the election and risk of each holder of a Claim. Delivery will be deemed made only when the Balloting Agent **actually receives** the originally executed Ballot. If a holder of a Claim chooses effecting delivery by mail, it is recommended, though not required, that holders use an overnight or hand-delivery service to assure timely delivery. No Ballot should be sent to the Debtors or the Debtors' agents (other than the Balloting Agent).
6. Delivery of a Ballot to the Balloting Agent by facsimile, telecopy, or electronic submissions (other than those submitted via the Balloting Portal) will **not** be accepted.
7. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last dated valid Ballot timely received will supersede and revoke any earlier dated Ballots.

8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Balloting Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission of a Claim.
10. Please be sure to sign and date your Ballot. If you are signing a 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, you should indicate such capacity when signing and, if requested by the Balloting Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such 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 Ballot.
11. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim; (b) any Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
12. If you believe you have wrongly received a Ballot, you should contact the Balloting Agent by telephone immediately at (877) 499-4509 (Toll-Free) or (917) 281-4800 (International).

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE NOTICE, CLAIMS, AND BALLOTING AGENT AT (877) 499-4509 (TOLL-FREE) OR (917) 281-4800 (INTERNATIONAL).

EXHIBIT B-2

Class 5 Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹
Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT PLAN OF LIQUIDATION
OF INVIVO THERAPEUTICS CORPORATION AND INVIVO THERAPEUTICS
HOLDINGS CORP. PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 5 – ARE SUBORDINATED CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THE BALLOT**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY KURTZMAN CARSON
CONSULTANTS LLC BY JUNE 14, 2024 AT 5:00 P.M. PREVAILING
EASTERN TIME (THE “VOTING DEADLINE”)**

The Debtors have sent this Ballot to you because their records indicate that you are a holder of a Class 5 ARE Subordinated Claim, and accordingly, you have a right to vote to accept or reject the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended, supplemented or modified, including all exhibits thereto, the “Plan”). Your rights are described in the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation. and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* and all exhibits related thereto [D.I. 169] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”). On May __, 2024, the Bankruptcy Court entered an order [D.I. __] (the “Amended Interim Approval and Procedures Order”)² approving on an interim basis the adequacy of the Disclosure Statement. At the Confirmation Hearing, the Debtors will seek final approval of the adequacy of the Disclosure Statement, as well as confirmation of the Plan.

Copies of the Disclosure Statement, the Amended Interim Approval and Procedures Order, the Plan and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. Additionally, the Solicitation Package may be obtained by (i) writing to InVivo Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors’ mailing address is 1500 District Avenue, Burlington, MA 01803.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement or the Amended Interim Approval and Procedures Order, as applicable.

300, El Segundo CA 90245; and/or (ii) emailing brooks@lrclaw.com with a reference to “InVivo Therapeutics Corporation” in the subject line; (iii) visiting <https://www.kccllc.net/invivo> or (iv) visiting (for a fee) PACER at <http://www.deb.uscourts.gov>. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact the Balloting Agent at the address or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 5 (ARE Subordinated Claims) under the Plan.

If the Balloting Agent does not receive your Ballot on or before the Voting Deadline, June 14, 2024 at 5:00 P.M. prevailing Eastern Time and if the Voting Deadline is not extended, your vote as either an acceptance or rejection of the Plan will not count. If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.

Item 1. Principal Amount of Class 5 ARE Subordinated Claim.

The undersigned hereby certifies that as of the Record Date, April 30, 2024, the undersigned was the holder of a Class 5 ARE Subordinated Claim in the aggregate principal amount against the Debtors as set forth below (insert amount in box below):

\$ _____

Item 2. Class 5 ARE Subordinated Claim Vote on the Plan.

The holder of the Class 5 ARE Subordinated Claim set forth in Item 1 votes to (please check one):

ACCEPT THE PLAN

REJECT THE PLAN

ANY BALLOT THAT IS EXECUTED BY THE HOLDER OF A CLAIM BUT THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

Item 3. Certifications

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and to the Debtors:

- a. that either: (i) the Entity is the holder of the Class 5 Claim being voted; or (ii) the Entity is an authorized signatory for an Entity that is a holder of the Class 5 Claim being voted;
- b. that the Entity has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the Entity has cast the same vote with respect to all Class 5 Claims that it holds or for which it is the authorized signatory; and
- d. that no other Ballots with respect to the amount of the Class 5 Claim identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Claims, then any such Ballots dated earlier are hereby revoked.

Name of holder: _____
(Print or Type)

Social Security or Federal Tax Identification Number: _____

Signature: _____

Name of Signatory: _____
(If other than holder)

Title: _____

Address: _____

Date Completed: _____

THE BALLOT MUST BE COMPLETED AND SUBMITTED, ON OR BEFORE THE VOTING DEADLINE, BY THE FOLLOWING APPROVED SUBMISSION METHODS:

By first class mail, overnight courier or hand-delivery to:
InVivo Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

**By electronic online transmission solely through the customized online balloting portal (the “Balloting Portal”) on the Debtors’ case website: <https://www.kcellc.net/invivo>
Click on the link for balloting**

BALLOTS OTHERWISE SUBMITTED BY FACSIMILE, TELECOPY, OR ELECTRONIC SUBMISSIONS (OTHER THAN THOSE SUBMITTED VIA THE BALLOTING PORTAL) WILL NOT BE ACCEPTED.

YOUR BALLOT MUST BE RECEIVED BY THE VOTING DEADLINE, WHICH IS JUNE 14, 2024, AT 5:00 P.M. PREVAILING EASTERN TIME.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined in the Ballot or these instructions shall have the meanings set forth in the Plan or the Disclosure Statement, copies of which also accompany the Ballot.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan if, among other things, the Plan is confirmed. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) submit the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by the Balloting Agent is June 14, 2024 at 5:00 p.m. (prevailing Eastern Time). Your completed Ballot must be received by the Balloting Agent on or before the Voting Deadline.
4. You must vote all of your Claims within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a holder has multiple Claims within the same Class, the Debtors may, in their discretion, aggregate the Claims of any particular holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to the Balloting Agent is at the election and risk of each holder of a Claim. Delivery will be deemed made only when the Balloting Agent **actually receives** the originally executed Ballot. If a holder of a Claim chooses effecting delivery by mail, it is recommended, though not required, that holders use an overnight or hand-delivery service to assure timely delivery. No Ballot should be sent to the Debtors or the Debtors' agents (other than the Balloting Agent).
6. Delivery of a Ballot to the Balloting Agent by facsimile, telecopy, or electronic submissions (other than those submitted via the Balloting Portal) will **not** be accepted.
7. If multiple Ballots are received from the same holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last dated valid Ballot timely received will supersede and revoke any earlier dated Ballots.

8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Claims should not surrender certificates or instruments representing or evidencing their Claims, and neither the Debtors nor the Balloting Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Claim; or (b) an assertion or admission of a Claim.
10. Please be sure to sign and date your Ballot. If you are signing a 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, you should indicate such capacity when signing and, if requested by the Balloting Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such 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 Ballot.
11. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim; (b) any Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
12. If you believe you have wrongly received a Ballot, you should contact the Balloting Agent by telephone immediately at (877) 499-4509 (Toll-Free) or (917) 281-4800 (International).

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE NOTICE, CLAIMS, AND BALLOTING AGENT AT (877) 499-4509 (TOLL-FREE) OR (917) 281-4800 (INTERNATIONAL).

EXHIBIT B-3

Class 6 Registered Holder Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹
Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE JOINT PLAN OF LIQUIDATION
OF INVIVO THERAPEUTICS CORPORATION AND INVIVO THERAPEUTICS
HOLDINGS CORP. PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 6 – INTERESTS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS CAREFULLY
BEFORE COMPLETING THE BALLOT**

**THIS BALLOT MUST BE ACTUALLY RECEIVED BY KURTZMAN CARSON
CONSULTANTS LLC BY JUNE 14, 2024 AT 5:00 P.M. PREVAILING
EASTERN TIME (THE “VOTING DEADLINE”)**

The Debtors have sent this Ballot to you because their records indicate that you are a holder of a Class 6 Interest, and accordingly, you have a right to vote to accept or reject the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended, supplemented or modified, including all exhibits thereto, the “Plan”). Your rights are described in the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* and all exhibits related thereto [D.I. 169] (as amended from time to time and including all exhibits and supplements thereto, the “Disclosure Statement”). On May ___, 2024, the Bankruptcy Court entered an order [D.I. ___] (the “Amended Interim Approval and Procedures Order”)² approving on an interim basis the adequacy of the Disclosure Statement. At the Confirmation Hearing, the Debtors will seek final approval of the adequacy of the Disclosure Statement, as well as confirmation of the Plan.

Copies of the Disclosure Statement, the Amended Interim Approval and Procedures Order, the Plan and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. Additionally, the Solicitation Package may be obtained by (i) writing to InVivo Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors’ mailing address is 1500 District Avenue, Burlington, MA 01803.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement or the Amended Interim Approval and Procedures Order, as applicable.

El Segundo CA 90245; and/or (ii) emailing brooks@lrclaw.com with a reference to “InVivo Therapeutics Corporation” in the subject line; (iii) visiting https://www.kccllc.net/invivo or (iv) visiting (for a fee) PACER at http://www.deb.uscourts.gov. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact the Balloting Agent at the address or Joshua B. Brooks, Esq. at the email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Interest. Your Interest has been placed in Class 6 (Interests) under the Plan.

If the Balloting Agent does not receive your Ballot on or before the Voting Deadline, June 14, 2024 at 5:00 P.M. prevailing Eastern Time and if the Voting Deadline is not extended, your vote as either an acceptance or rejection of the Plan will not count. If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.

Item 1. Amount of Class 6 Interest.

The undersigned is the holder of an Interest in Class 6 Interests in the aggregate principal amount against the Debtors as set forth below:

\$ _____

Item 2. Class 6 (Interests) Vote on the Plan.

The holder of the Class 6 Interest set forth in Item 1 votes to (please check one):

ACCEPT THE PLAN

REJECT THE PLAN

ANY BALLOT THAT IS EXECUTED BY THE HOLDER OF AN INTEREST BUT THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.

Item 3. Certifications

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and to the Debtor:

- a. that either: (i) the Holder is the holder of the Interest in Class 6 (Interests) being voted; or (ii) the Holder is an authorized signatory for a Holder that is a holder of the Interest in Class 6 (Interests) being voted;

- b. that the Holder has received a copy of the Plan and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. that the Holder has cast the same vote with respect to all Interests in Class 6 (Interests) that it holds or for which it is the authorized signatory; and
- d. that no other Ballots with respect to the amount of the Interest in Class 6 (Interests) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such Interests, then any such Ballots dated earlier are hereby revoked.

Name of holder: _____
(Print or Type)

Signature: _____
Name of Signatory: _____
(If other than holder)

Title: _____
Address: _____
Email Address: _____
Date Completed: _____

THE BALLOT MUST BE COMPLETED AND SUBMITTED, ON OR BEFORE THE VOTING DEADLINE, BY ANY OF THE FOLLOWING APPROVED SUBMISSION METHODS:

By first class mail, overnight courier or hand-delivery to:
InVivo Ballot Processing Center
c/o KCC
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245

**By electronic online transmission solely through the customized online balloting portal (the “Balloting Portal”) on the Debtors’ case website: <https://www.kcellc.net/invivo>
Click on the link for balloting**

BALLOTS OTHERWISE SUBMITTED BY FACSIMILE, TELECOPY, OR ANY ELECTRONIC SUBMISSION EXCEPT FOR THE BALLOTING PORTAL WILL NOT BE ACCEPTED.

YOUR BALLOT MUST BE SUBMITTED SO AS TO BE ACTUALLY RECEIVED BY THE VOTING DEADLINE, WHICH IS JUNE 14, 2024, AT 5:00 P.M. PREVAILING EASTERN TIME.

EXCEPT AS EXPRESSLY PERMITTED ABOVE WITH RESPECT TO E-BALLOTS, BALLOTS OTHERWISE SUBMITTED BY FACSIMILE, TELECOPY, ELECTRONIC MAIL, OR OTHER FORM OF ELECTRONIC SUBMISSION WILL NOT BE ACCEPTED.

INSTRUCTIONS FOR COMPLETING BALLOTS

1. The Debtors are soliciting the votes of holders of Interests with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions but not otherwise defined in the Ballot or these instructions shall have the meanings set forth in the Plan or the Disclosure Statement, copies of which also accompany the Ballot.
2. The Bankruptcy Court may confirm the Plan and thereby bind you by the terms of the Plan if, among other things, the Plan is confirmed. Please review the Disclosure Statement for more information.
3. To ensure that your vote is counted, you must: (a) complete the Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) submit the Ballot to the address set forth on the enclosed pre-addressed envelope. The Voting Deadline for the receipt of Ballots by the Balloting Agent is June 14, 2024 at 5:00 p.m. (prevailing Eastern Time). Your completed Ballot must be received by the Balloting Agent on or before the Voting Deadline.
4. You must vote all of your Interests within a particular Class either to accept or reject the Plan and may not split your vote. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, if a holder has multiple Interests within the same Class, the Debtors may, in their discretion, aggregate the Interests of any particular holder within a Class for the purpose of counting votes.
5. If a Ballot is received after the Voting Deadline, it will not be counted unless the Debtors determine otherwise. The method of delivery of Ballots to the Balloting Agent is at the election and risk of each holder of an Interest. Delivery will be deemed made only when the Balloting Agent **actually receives** the originally executed Ballot. If a holder of an Interest chooses effecting delivery by mail, it is recommended, though not required, that holders use an overnight or hand-delivery service to assure timely delivery. No Ballot should be sent to the Debtors or the Debtors' agents (other than the Balloting Agent).
6. Delivery of a Ballot to the Balloting Agent by facsimile, telecopy, or electronic submissions (other than those submitted via the Balloting Portal) will **not** be accepted.
7. If multiple Ballots are received from the same holder of an Interest with respect to the same Interest prior to the Voting Deadline, the last dated valid Ballot timely received will supersede and revoke any earlier dated Ballots.

8. The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan. Accordingly, at this time, holders of Interests should not surrender certificates or instruments representing or evidencing their Interests, and neither the Debtors nor the Balloting Agent will accept delivery of any such certificates or instruments surrendered together with a Ballot.
9. This Ballot does not constitute, and shall not be deemed to be: (a) a Proof of Interest; or (b) an assertion or admission of an Interest.
10. Please be sure to sign and date your Ballot. If you are signing a 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, you should indicate such capacity when signing and, if requested by the Balloting Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such 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 Ballot.
11. The following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Interest; (b) any Ballot cast by a Party that does not hold an Interest in a Class that is entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Entity not entitled to vote pursuant to the Solicitation Procedures.
12. If you believe you have wrongly received a Ballot, you should contact the Balloting Agent by telephone immediately at (877) 499-4509 (Toll-Free) or (917) 281-4800 (International).

PLEASE SUBMIT YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE BALLOTING AGENT AT (877) 499-4509 (TOLL-FREE) OR (917) 281-4800 (INTERNATIONAL).

EXHIBIT B-4

Class 6 Master Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT PLAN OF
LIQUIDATION OF INVIVO THERAPEUTICS CORPORATION AND INVIVO
THERAPEUTICS HOLDINGS CORP.
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 6 MASTER BALLOT FOR HOLDERS OF INTERESTS

**Please read and follow the enclosed instructions
for completing Ballots carefully before completing this Ballot.**

**In order for your vote to be counted, this Ballot must be completed, executed,
and returned so as to be actually received by the Balloting Agent by June 14, 2024
at 5:00 p.m., Prevailing Eastern Time (the "Voting Deadline")**

The Debtors are soliciting votes with respect to the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended from time to time, the "Plan") as set forth in the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 169] (as may be amended from time to time, the "Disclosure Statement"). On May __, 2024, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order [D.I. ___] (the "Amended Interim Approval and Procedures Order") approving on an interim basis the adequacy of the Disclosure Statement. At the Confirmation Hearing, the Debtors will seek final approval of the adequacy of the Disclosure Statement, as well as confirmation of the Plan.²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors' mailing address is 1500 District Avenue, Burlington, MA 01803.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this master ballot (the “Master Ballot”) because you are the Nominee (as defined below) of a Beneficial Holder³ of Class 6 Interests as of **April 30, 2024** (the “Record Date”).

This 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 Interests (the “Class 6 Interests”), to transmit to the Balloting Agent (as defined below) the votes of such Beneficial Holders in respect of their Class 6 Interests to accept or reject the Plan. The CUSIP number (the “CUSIP”) for the Class 6 Interests entitled to vote and of which you are the Nominee is CUSIP 46186M 605. This Master Ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

The rights and treatment for each Class are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Beneficial Holder Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from Kurtzman Carson Consultants LLC (the “Balloting Agent”) at no charge by: (i) calling the Balloting Agent at (877) 499-4509, (Toll-Free) or (917) 281-4800, (International); (ii) visiting the Debtors’ restructuring website at: <https://www.kccllc.net/invivo>; (iii) writing to the Balloting Agent at InVivo Ballots Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; and/or (iv) emailing brooks@lrclaw.com with a reference to “InVivo Therapeutics Corporation” in the subject line and requesting paper copies of the corresponding materials previously received in electronic format. You may also obtain copies of any pleadings filed in the chapter 11 cases for a fee via PACER at: <https://ecf.deb.uscourts.gov>.

This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Master Ballot in error, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth above.

The votes transmitted on this Master Ballot for certain Beneficial Holders of Interests in Class 6 shall be applied to each Debtor against whom such Beneficial Holders have a Claim.

You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must

³ A “Beneficial Holder” means a beneficial owner of publicly-traded securities whose Interests have not been satisfied prior to the voting Record Date (as defined herein) pursuant to Court order or otherwise, as reflected in the records maintained by the nominees holding through the Depository Trust Company.

complete and return this Master Ballot so that the Balloting Agent **actually receives** it on or before the Voting Deadline.

The Voting Deadline is on June 14, 2024, at 5:00 p.m., Prevailing Eastern Time.

Item 1. Certification of Authority to Vote.

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

- Is a broker, bank, or other nominee for the Beneficial Holders of the aggregate amount of the Class 6 Interests listed in Item 3 below, and is the record holder of such interests, or
- 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 amount of Class 6 Interests listed in Item 3 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee or a beneficial owner that is the registered holder of the aggregate amount of Class 6 Interests listed in Item 3 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Class 6 Interests described in Item 3.

Item 2. Important information regarding the Debtor Release, Exculpation and Injunction Discharge.

Article VIII.C of the Plan provides for a debtor release (the “Debtor Release”):⁴

Pursuant to section 1123(b) of the Bankruptcy Code and to the fullest extent authorized by applicable law, and except as otherwise specifically provided in the Plan, including, without limitation the Retained Causes of Action, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is expressly, unconditionally, generally and individually and collectively released, and acquitted by the Debtors and their Estates from any and all actions, claims, obligations, rights, suits, judgments, damages, demands, debts, rights, remedies, Causes of Action, and liabilities of any nature whatsoever, or any other claim against any Released Party, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, fixed or contingent, liquidated or unliquidated, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Debtors or their Estates would have been legally entitled to assert

⁴ “Released Party” means the Debtors and their predecessors, successors and assigns, current or former officers, directors, managers, principals, shareholders, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, in their capacity as such.

in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the purchase, sale or rescission of the purchase or sale of, or any other transaction relating to any Security of the Debtors, the Debtors, the Debtors' restructuring efforts, the Chapter 11 Cases, the Plan, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan or related agreements, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that the foregoing releases shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct; and provided further that nothing herein shall act as a release of a direct claim any holder of a Claim or Interest or other Entity may have against any Released Party.

Article VIII.B of the Plan provides for an exculpation (the "Exculpation"):

Effective as of the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim or any obligation, Cause of Action, or liability for any Exculpated Claim; provided, however, that the foregoing exculpation shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

Article VIII.D of the Plan provides for an injunction (the "Injunction"):

Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that have held, hold or may hold any Interest in the Debtors or a Claim, Cause of Action, or other debt or liability against the Debtors or against any Released Party that have been released and/or exculpated under the this Plan (the "Released Claims and Interests") are permanently enjoined from taking any of the following actions against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Assets, or the Released Parties or their respective predecessors, successors and assigns, subsidiaries, Affiliates, current (as of the Effective Date) directors, officers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accounts, investment bankers, consultants, representatives, and other Professionals solely in their respective capacities as such or any property of the same, on account of such Released Claims and Interests: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or encumbrance; (iv) asserting any right of setoff (other than setoffs exercised prior to the Petition Date), or subrogation of any kind against any debt, liability or

obligation on account of or in connection with or with respect to any Released Claims or Interests; and (v) commencing or continuing in any manner or in any place, any action that does not comply with or is inconsistent with this provision; provided, however, that the foregoing injunction shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

Item 3. Class 6 Interests Vote on Plan:

The undersigned transmits the following votes, and releases of Beneficial Holders of Class 6 Interests and certifies that the following Beneficial Holders of Class 6 Interests, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Interests as of the Record Date and have delivered to the undersigned, as Nominee, ballots (the “Ballots”) casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder’s Class 6 Interests to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

Your Customer Account Number for Each Beneficial Holder of Class 6 Interests	Number of Shares Held as of Record Date	Indicate the vote cast from Item 3 of the Beneficial Holder Ballot by checking the appropriate box below.		
		Accept the Plan	or	Reject the Plan
1		<input type="checkbox"/>		<input type="checkbox"/>
2		<input type="checkbox"/>		<input type="checkbox"/>
3		<input type="checkbox"/>		<input type="checkbox"/>
4		<input type="checkbox"/>		<input type="checkbox"/>
5		<input type="checkbox"/>		<input type="checkbox"/>
6		<input type="checkbox"/>		<input type="checkbox"/>
TOTALS				

Item 4. Certifications.

By signing this Master Ballot, the undersigned certifies to the Court and the Debtors that:

- (a) it has received a copy of the Disclosure Statement, the Plan, the Master Ballot, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Class 6 Interests listed in Item 3 above;
- (b) it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures) from each Beneficial Holder listed in Item 3 of this Master Ballot;
- (c) it is the registered holder of all Class 6 Interests listed in Item 3 above being voted, or it has been authorized by each Beneficial Holder of Class 6 Interests listed in Item 3 above to vote on the Plan;
- (d) no other Master Ballots with respect to the same Class 6 Interests identified in Item 3 have been cast or, if any other Master Ballots have been cast with respect to such Interests, then any such earlier received Master Ballots are hereby revoked;
- (e) it has properly disclosed: (i) the number of Beneficial Holders of Class 6 Interests who completed the Beneficial Holder Ballots or otherwise conveyed its vote; (ii) the respective amounts of the Class 6 Interests owned, as the case may be, by each Beneficial Holder of Class 6 Interests who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of Class 6 Interests' respective vote concerning the Plan; (iv) each such Beneficial Holder of Class 6 Interests' certification as to other Class 6 Interests voted; and (v) the customer account or other identification number for each such Beneficial Holder of Class 6 Interests; and
- (f) it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders of Class 6 Interests (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Court or the Debtors, if so ordered.

Name of DTC Participant:	_____
	(Print or Type)
Participant Number:	_____
Name of Proxy Holder or Agent for DTC Participant (if applicable):	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____

Title:	_____
Address:	_____

Date Completed:	_____
Email Address:	_____

**InVivo Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245**

or via email to:
KCC_Securities@kccllc.com

If the Balloting Agent does not actually receive this Master Ballot on or before June 14, 2024, at 5:00 p.m., Prevailing Eastern Time, (and if the Voting Deadline is not extended), your vote transmitted by this Master Ballot may be counted toward Confirmation of the Plan only in the sole and absolute discretion of the Debtors.

Class 6 — Interests

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of holders of Interests with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, Disclosure Statement, or Amended Interim Approval and Procedures Order, as applicable, copies of which accompany the Ballot. **Please read the Plan and Disclosure Statement carefully before completing this Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Interests in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Class 6 Interests and take any action required to enable each such Beneficial Holder to vote timely the Interests that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of Class 6 Interests shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Balloting Agent, a Master Ballot that reflects the vote of such Beneficial Holders by **June 14, at 5:00 p.m., prevailing Eastern Time** or otherwise validate the Master Ballot in a manner acceptable to the Balloting Agent.
4. If you are transmitting the votes of any Beneficial Holder of Interests other than yourself, you may either:
 - (a) “Pre-validate” the individual Class 6 Interests Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of Class 6 Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Balloting Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Class 6 Claim held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining

information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Balloting Agent. A list of the Beneficial Holders to whom “pre-validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; or

- (b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Class 6 Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Balloting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Balloting Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Balloting Agent so that the Master Ballot is actually received by the Balloting Agent on or before the Voting Deadline.
5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must:
- (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Balloting Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) to the Debtors or the Court.
- (i) The Master Ballot **must** be returned to the Balloting Agent so as to be **actually received** by the Balloting Agent on or before the Voting Deadline. **The Voting Deadline is June 14, 2024, at 5:00 p.m., prevailing Eastern Time.**
 - (ii) If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the discretion of the Debtors. Additionally, **the following votes will not be counted:**
 - (a) any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - (b) any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;
 - (c) any Master Ballot sent by facsimile or any electronic means other than electronic mail;
 - (d) any unsigned Master Ballot;

- (e) any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;
 - (f) votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and
 - (g) any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.
8. The method of delivery of Master Ballots to the Balloting Agent is at the election and risk of each Nominee of Class 6 Interest. Except as otherwise provided herein, such delivery will be deemed made only when the Balloting Agent **actually receives** the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.
 9. If a Beneficial Holder or Nominee holds a Claim in a Voting Class against multiple Debtors, a vote on their Beneficial Holder Ballot will apply to all applicable Classes and Debtors against whom such Beneficial Holder or Nominee has such Claim, as applicable, in that Voting Class.
 10. If multiple Master Ballots are received from the same Nominee with respect to the same Interests voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.
 11. The Master Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Interest or (b) an assertion or admission of an Interest.
 12. **Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the 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 Balloting Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.
 13. If you are both the Nominee and the Beneficial Holder of any of the Class 6 Interests and you wish to vote such Interests, you may return a Beneficial Holder Ballot or Master Ballot for such Class 6 Interests, and you must vote your entire Interests in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.
 14. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, the Debtors and the Balloting Agent shall use reasonable efforts to aggregate separate Interests held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; **provided, however,** that if separate affiliated entities hold Interests in a particular Class, these Interests will not be aggregated and will not be treated as if such

{1394.002-W0075664.2}

creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.

15. The following additional rules shall apply to Master Ballots:

- (a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Class 6 Interests as of the Record Date, as evidenced by the record and depository listings.
- (b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Class 6 Interests held by such Nominee;
- (c) To the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Balloting Agent will attempt to reconcile discrepancies with the Nominee;
- (d) To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Balloting Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee’s position in Class 6 Interests; and
- (e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Balloting Agent may be asked to adjust such principal amount to reflect the claim amount.

Please return your Master Ballot promptly.

If you have any questions regarding this Master Ballot, these Voting Instructions or the Procedures for Voting, please call the restructuring hotline at: (877) 499-4509(U.S./Canada) or (917) 281-4800 (International).

If the Balloting Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on June 14, 2024, at 5:00 p.m., Prevailing Eastern Time, (and if the Voting Deadline is not extended), your vote transmitted hereby may be counted only in the sole and absolute discretion of the Debtors.

EXHIBIT B-5

Class 6 Beneficial Holder Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹
Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT PLAN OF
LIQUIDATION OF INVIVO THERAPEUTICS CORPORATION AND INVIVO
THERAPEUTICS HOLDINGS CORP PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

**CLASS 6 BALLOT FOR BENEFICIAL HOLDERS OF INTERESTS
CUSIP NUMBER 46186M605**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR BENEFICIAL HOLDER
BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED IN
ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE (AS
DEFINED BELOW). IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO
YOUR NOMINEE OR YOUR NOMINEE'S AGENT, YOU MUST FOLLOW THE
DIRECTIONS OF YOUR NOMINEE TO CAST YOUR VOTE AND ALLOW
SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND
TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT
MUST BE RETURNED TO THE BALLOTING AGENT BY THE VOTING
DEADLINE IN ORDER FOR YOUR VOTE TO BE COUNTED.**

The Debtors have sent this Ballot to you because their records indicate that you are a holder of a Class 6 Interest, and accordingly, you have a right to vote to accept or reject the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended, supplemented or modified, including all exhibits thereto, the "Plan"). Your rights are described in the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* and all exhibits related thereto [D.I. 169] (as amended from time to time and including all exhibits and supplements thereto, the "Disclosure Statement"). On May __, 2024, the Bankruptcy Court entered an order

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors' mailing address is 1500 District Avenue, Burlington, MA 01803.

[D.I. ____] (the “Amended Interim Approval and Procedures Order”)² approving on an interim basis the adequacy of the Disclosure Statement. At the Confirmation Hearing, the Debtors will seek final approval of the adequacy of the Disclosure Statement, as well as confirmation of the Plan.

Copies of the Disclosure Statement, the Amended Interim Approval and Procedures Order, the Plan and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. Additionally, the Solicitation Package may be obtained by (i) writing to InVivo Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo CA 90245; and/or (ii) emailing brooks@lrclaw.com with a reference to “InVivo Therapeutics Corporation” in the subject line; (iii) visiting <https://www.kcellc.net/invivo> or (iv) visiting (for a fee) PACER at <http://www.deb.uscourts.gov>. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact the Balloting Agent at the address or Mr. Brooks at the email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Interest. Your Interest has been placed in Class 6 (Interests) under the Plan.

If the Balloting Agent does not receive your Ballot on or before the Voting Deadline, June 14, 2024 at 5:00 P.M. prevailing Eastern Time, and if the Voting Deadline is not extended, your vote as either an acceptance or rejection of the Plan will not count. If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.

Please return your completed Beneficial Holder Ballot in accordance with your Nominee’s instructions. Nominees are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) this Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

Item 1. Amount of Class 6 Interest.

The undersigned hereby certifies that as of April 30, 2024, (the “Record Date”), the undersigned was the Holder of a Class 6 Interest in the following amount:

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement or the Amended Interim Approval and Procedures Order, as applicable.

Item 2. Vote on Plan.

The Holder of the Class 6 Interests against the Debtors set forth in Item 1 votes to (please check one):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. Important information regarding the Debtor Release, Exculpation and Injunction Discharge.

Article VIII.C of the Plan provides for a debtor release (the “Debtor Release”):³

Pursuant to section 1123(b) of the Bankruptcy Code and to the fullest extent authorized by applicable law, and except as otherwise specifically provided in the Plan, including, without limitation the Retained Causes of Action, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is expressly, unconditionally, generally and individually and collectively released, and acquitted by the Debtors and their Estates from any and all actions, claims, obligations, rights, suits, judgments, damages, demands, debts, rights, remedies, Causes of Action, and liabilities of any nature whatsoever, or any other claim against any Released Party, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, fixed or contingent, liquidated or unliquidated, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the purchase, sale or rescission of the purchase or sale of, or any other transaction relating to any Security of the Debtors, the Debtors, the Debtors’ restructuring efforts, the Chapter 11 Cases, the Plan, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan or related agreements, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that the foregoing releases shall have no effect on the liability of any person or Entity that results

³ “Released Party” means the Debtors and their predecessors, successors and assigns, current or former officers, directors, managers, principals, shareholders, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, in their capacity as such.

from any act or omission based on or arising out of gross negligence, fraud or willful misconduct; and provided further that nothing herein shall act as a release of a direct claim any holder of a Claim or Interest or other Entity may have against any Released Party.

Article VIII.B of the Plan provides for an exculpation (the “Exculpation”):

Effective as of the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim or any obligation, Cause of Action, or liability for any Exculpated Claim; provided, however, that the foregoing exculpation shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

Article VIII.D of the Plan provides for an injunction (the “Injunction”):

Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that have held, hold or may hold any Interest in the Debtors or a Claim, Cause of Action, or other debt or liability against the Debtors or against any Released Party that have been released and/or exculpated under the this Plan (the “Released Claims and Interests”) are permanently enjoined from taking any of the following actions against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Assets, or the Released Parties or their respective predecessors, successors and assigns, subsidiaries, Affiliates, current (as of the Effective Date) directors, officers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accounts, investment bankers, consultants, representatives, and other Professionals solely in their respective capacities as such or any property of the same, on account of such Released Claims and Interests: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or encumbrance; (iv) asserting any right of setoff (other than setoffs exercised prior to the Petition Date), or subrogation of any kind against any debt, liability or obligation on account of or in connection with or with respect to any Released Claims or Interests; and (v) commencing or continuing in any manner or in any place, any action that does not comply with or is inconsistent with this provision; provided, however, that the foregoing injunction shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

Item 4. Certifications.

By signing this Beneficial Holder Ballot, the undersigned certifies:

- (a) that, as of the Record Date, either: (i) the Entity is the Beneficial Holder of the Interests being voted; or (ii) the Entity is an authorized signatory for an Entity that is the Beneficial Holder of the Extraction Interests being voted;
- (b) that the Entity (or in the case of an authorized signatory, the Beneficial Holder) has received a copy of the Disclosure Statement and the Solicitation Package and

acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all Interests in a single Class; and

(d) that no other Beneficial Holder Ballots with respect to the amount of the Interests identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Interests, then any such earlier Beneficial Holder Ballots are hereby revoked.

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

Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE THIS BENEFICIAL HOLDER BALLOT AND SUBMIT IT
(IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH HEREIN)
PROMPTLY VIA YOUR NOMINEE'S INSTRUCTIONS.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE*
THE MASTER BALLOT CONTAINING YOUR VOTE **ON OR BEFORE JUNE 14, 2024,**
AT 5:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS
NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BENEFICIAL HOLDER
BALLOT MAY BE COUNTED
TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE
DEBTORS.

Beneficial Holders of Class 6 Interests

INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Beneficial Holder Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Beneficial Holders Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Balloting Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Balloting Agent is **June 14, 2024, at 5:00 p.m., prevailing Eastern Time.** Your completed Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Balloting Agent on or before the Voting Deadline.
4. **Please follow your Nominee’s Instructions.** Nominees are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) this Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Ballot received by the Balloting Agent (including via a Nominee on a Master Ballot) after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors otherwise determine. Delivery of a Ballot or Master Ballot reflecting your vote to the Balloting Agent will be deemed to have occurred only when the Balloting Agent ***actually receives*** the originally executed Beneficial Holder Ballot or Master Ballot (as applicable). In all cases, you should allow sufficient time to assure timely delivery.
5. **The following Beneficial Holder Ballots will not be counted:**
 - (a) any Beneficial Holder Ballot that partially rejects and partially accepts the Plan;
 - (b) any Beneficial Holder Ballot that neither accepts nor rejects the Plan;

- (c) any Beneficial Holder Ballot sent to the Debtors, the Debtors' agents (other than the Balloting Agent and only with respect to a pre-validated Beneficial Holder Ballot), or the Debtors' financial or legal advisors;
 - (d) any Beneficial Holder Ballot returned to a Nominee not in accordance with the Nominee's instructions;
 - (e) any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Interest;
 - (f) any Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan;
 - (g) any unsigned Beneficial Holder Ballot (except in accordance with the Nominee's instructions);
 - (h) any non-original Beneficial Holder Ballot (except in accordance with the Nominee's instructions); and/or
 - (i) any Beneficial Holder Ballot not marked to accept or reject the Plan or any Beneficial Holder Ballot marked both to accept and reject the Plan.
6. The Beneficial Holder Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Interest or (b) an assertion or admission of a Interest.
7. **Please be sure to sign and date the Beneficial Holder Ballot.** You should indicate that you are signing a Beneficial Holder 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 Balloting Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such 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 Beneficial Holder Ballot.
8. Each ballot votes **only** your Interests indicated on that ballot, so please complete and return each ballot that you received. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee.
9. If you deliver multiple Beneficial Holder Ballots to the Nominee with respect to the same Interests prior to the Voting Deadline, the last received valid Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.
10. You must vote all of your Interests within Class 6 either to accept or reject the Plan and may **not** split your vote.

PLEASE RETURN YOUR BENEFICIAL HOLDER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL HOLDER BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE BALLOTING AGENT AT: (877) 499-4509 (TOLL-FREE) OR (917) 281-4800 (INTERNATIONAL).

IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT REFLECTING THE VOTE CAST ON THIS BENEFICIAL HOLDER BALLOT ON OR BEFORE JUNE 14, 2024, AT 5:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BENEFICIAL HOLDER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

EXHIBIT C

Master Ballot Voting and Tabulation Procedures

Master Ballot Voting and Tabulation Procedures

In addition to the generally applicable voting and tabulation procedures set forth in the *Amended Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* (the “Revised Interim Approval and Procedures Order”)⁴ the following procedures shall apply to Holders of Class 6 Interests who hold their position through a broker, bank, or other nominee or an agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee” and such holders a “Beneficial Holder”):

1. the Balloting Agent shall distribute or cause to be distributed the appropriate number of copies of Beneficial Holder Ballots to each Beneficial Holder of a Class 6 Interest as of the Record Date;
2. Nominees identified by the Balloting Agent as Entities through which Beneficial Holders hold their Interests will be provided with (i) Solicitation Packages for each Beneficial Holder represented by the Nominee as of the Record Date, which will contain a Beneficial Holder Ballot for each Beneficial Holder, and a (ii) master ballot (the “Master Ballot”);
3. any Nominee that is a holder of record with respect to Class 6 Interests shall vote on behalf of Beneficial Holders of such Interests by: (i) immediately, and in any event within five (5) Business Days after its receipt of the Solicitation Packages, distributing the Solicitation Packages, including Beneficial Holder Ballots, it receives from the Balloting Agent to all such Beneficial Holders, (ii) providing such Beneficial Holders with a return address to send the completed Beneficial Holder Ballots, (iii) compiling and validating the votes and other relevant information of all such Beneficial Holders on the Master Ballot, and (iv) transmitting the Master Ballot to the Balloting Agent on or before the Voting Deadline;
4. Nominees are authorized to send the Solicitation Packages to the Beneficial Holders of Class 6 Interests in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. For the avoidance of doubt, if a Beneficial Holder of a Class 6 Interest has previously provided consent to receive such materials through its Nominee by email, the Debtors propose to honor that request and transmit (or cause to be transmitted) the Solicitation Package to any Beneficial Holder by email;
5. any Beneficial Holder holding Class 6 Interests as a record holder in its own name shall vote on the Plan by completing and signing a Ballot and returning it directly

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Revised Interim Approval, the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended, supplemented, or revised, the “Plan”) or the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 169] (as may be amended, supplemented, or revised, the “Disclosure Statement”), as applicable.

to the Balloting Agent on or before the Voting Deadline.

6. any Beneficial Holder Ballot returned to a Nominee by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until such Nominee properly completes and delivers to the Balloting Agent a Master Ballot that reflects the vote of such Beneficial Holders on or before the Voting Deadline or otherwise validates the Beneficial Holder Ballot in a manner acceptable to the Balloting Agent. Nominees shall retain all Beneficial Holder Ballots returned by Beneficial Holders for a period of one (1) year after the Effective Date of the Plan;
7. if a Beneficial Holder holds Class 6 Interests through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder should execute a separate Beneficial Holder Ballot for each block of Class 6 Interests that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee;
8. if a Beneficial Holder holds a portion of its Class 6 Interests through a Nominee or Nominees and another portion in its own name as the record holder, such Beneficial Holder should follow the procedures described in section 4 herein to vote the portion held by the Nominee(s);
9. votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in Class 6 as of the Record Date, as evidenced by applicable securities position report(s) obtained from The Depository Trust Company. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Interests held by such Nominee as of the Record Date;
10. if conflicting votes or “over-votes” are submitted by a Nominee pursuant to a Master Ballot, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion, by Voting Class, as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in Class 6;
11. for purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Interests in Class 6, although any principal amounts may be adjusted by the Balloting Agent to reflect the amount of the Interest actually voted;
12. a single Nominee may complete and deliver to the Balloting Agent multiple Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any

prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one Beneficial Holder Ballot to its Nominee, (i) the latest received Beneficial Holder Ballot received before the submission deadline imposed by the Nominee shall be deemed to supersede any prior Beneficial Holder Ballot submitted by the Beneficial Holder, and (ii) the Nominee shall complete the Master Ballot accordingly; and

13. the Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Beneficial Holder Ballot and other enclosed materials to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting Beneficial Holder Ballots with respect to the Plan.

The Debtors reserve the right to make non-substantive or immaterial changes to these Master Ballot Voting and Tabulation Procedures without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, Plan, and any other materials in the Solicitation Packages before distribution.

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

Ref. No. 140

**AMENDED ORDER (I) APPROVING THE DISCLOSURE STATEMENT ON AN
INTERIM
BASIS; (II) SCHEDULING A COMBINED HEARING ON FINAL APPROVAL OF THE
DISCLOSURE STATEMENT AND PLAN CONFIRMATION
AND DEADLINES RELATED THERETO; (III) APPROVING THE
SOLICITATION, NOTICE AND TABULATION PROCEDURES AND THE
FORMS RELATED THERETO; AND (IV) GRANTING RELATED RELIEF**

Upon the *Motion of the Debtors for Entry of an Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief* (the “Motion”);² and based on the record in the Chapter 11 Cases; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of this proceeding and this Motion in this District is proper pursuant to 28 U.S.C. §§ 1408

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors’ mailing address is 1500 District Avenue, Burlington, MA 01803.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

and 1409; and it appearing that sufficient notice of the Motion has been given; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, creditors and other parties in interest; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY FOUND THAT:

A. The Debtors have all necessary authority to propose and prosecute the Plan and the Disclosure Statement.

B. The Debtors have provided adequate notice of the Motion, and the time fixed for filing objections thereto, and no other or further notice need be provided with respect to the Motion.

C. The period, set forth below, during which the Debtors may solicit votes to accept or reject the Plan is a reasonable and adequate period of time under the circumstances for creditors entitled to vote to make an informed decision to accept or reject the Plan, including to make an informed decision to object to the Plan.

D. The notice substantially in the form attached hereto as **Exhibit A** (the "Confirmation Hearing Notice") and the procedures set forth below for providing such notice to known and unknown creditors and interest holders of the time, date and place of the combined hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the "Confirmation Hearing"), and the contents of the Confirmation Hearing Notice comply with Bankruptcy Rules 2002, 3017 and Local Rule 3017-2 and constitute sufficient notice to all

interested parties.

E. The Confirmation Hearing Notice and the procedures set forth below for providing such notice to holders of Claims and Interests comply with the requirements of the Bankruptcy Code and is appropriate.

F. The procedures for solicitation and tabulation of votes to accept or reject the Plan (as more fully set out in the Motion and in this Order below) provide for a fair and equitable process and are consistent with Bankruptcy Code section 1126. The form of the Ballots attached hereto as Exhibits B-1, B-2 ~~and~~ B-3, B-4 and B-5 are sufficiently consistent with Official Form No. 314, adequately addresses the particular needs of the Chapter 11 Cases, and is appropriate for the Voting Classes to vote to accept or reject the Plan.

NOW THEREFOR, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is **GRANTED** as set forth herein.
2. The Disclosure Statement is approved on an interim basis under Bankruptcy Code section 1125, Bankruptcy Rule 3017 and Local Rule 3017-2. Any objections to the adequacy of the information contained in the Disclosure Statement are expressly reserved for consideration at the Confirmation Hearing.
3. The Confirmation Schedule is approved in its entirety as follows:

<u>EVENT</u>	<u>DATE</u>
Record Date	April 30, 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline to Serve the Notices and the Solicitation Package	May 31<u>30</u>, 2024 (or within 3 business days following entry of the Interim Approval and Procedures Order)

<u>EVENT</u>	<u>DATE</u>
Deadline to file Claims Objections for Voting Purposes Only	May 24 <u>31</u> , 2024 at <u>4:00 p.m. (prevailing Eastern Time)</u>
Deadline to file Rule 3018 Motions	May 24 <u>31</u> , 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Plan Supplement	May 24 <u>31</u> , 2024 at <u>4:00 p.m. (prevailing Eastern Time)</u>
Voting Deadline	May 29 <u>June 14</u> , 2024 at 5:00 p.m. (prevailing Eastern Time)
Deadline to Object to final approval of the Disclosure Statement and Confirmation of the Plan	May 31 <u>June 14</u> , 2024 at 4:00 p.m. (prevailing Eastern Time)
Deadline for Debtors to Respond to 3018 Motions	May 31 <u>June 14</u> , 2024 at <u>4:00 p.m. (prevailing Eastern Time)</u>
Deadline for Debtors to File Voting Report (which shall also include a list of those who opted out of the third party releases)	June 6 <u>18</u> , 2024 at <u>10:00 a.m. (prevailing Eastern Time)</u>
Deadline for Debtors to File Confirmation Brief and/or Reply to any Plan or Disclosure Statement Objections, Supporting Declarations and the Proposed Form of Order Approving the Disclosure Statement and Confirming the Plan	June 6 <u>18</u> , 2024 at <u>10:00 a.m. (prevailing Eastern Time)</u>
Combined Hearing on Final Approval of the Disclosure Statement and Confirmation of the Plan, and to Rule on Claims Objections and 3018 Motions	June 11 <u>20</u> , 2024 at 2:00 p.m. <u>3:00 p.m.</u> (prevailing Eastern Time)

4. The combined hearing on final approval of the adequacy of the Disclosure Statement and confirmation of the Plan is scheduled for **June ~~11~~20, 2024 at ~~2:00 p.m.~~3:00 p.m. (prevailing Eastern Time)** (the “Confirmation Hearing”). The deadline to file objections to the adequacy of the Disclosure Statement and confirmation of the Plan is **May ~~31~~June 14, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”). The Confirmation Hearing

may be continued from time to time by the Court or the Debtors without further notice other than adjournments announced in open court and/or by filing a notice of adjournment on the case docket.

5. The deadline for the Debtors to file the Voting Report is **June 6~~18~~, 2024**. In addition to reporting the results of the members of the Voting Classes returning a completed ballot, the Voting Report will also reflect which votes were not counted, the reasons why and if the Voting Deadline was extended.

6. The Deadline for the Debtors (and other parties in support of the Plan) to file a brief in support of confirmation of the Plan and/or a reply to any objections to the final approval of the Disclosure Statement and Confirmation of the Plan, any supporting declarations and the proposed form of order approving the Disclosure Statement and confirming the Plan is **June 6~~18~~, 2024**.

7. Objections to the adequacy of the Disclosure Statement and confirmation of the Plan, if any, must:

- a. be in writing;
- b. conform to the Bankruptcy Rules and Local Rules;
- c. state the name and address of the objecting party and the amount and nature of the Claim or Interest of such entity;
- d. state with particularity the basis and nature of any objection to the Disclosure Statement, the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and
- e. be filed, together with a proof of service, with the Court and served on the following parties: ((i) counsel to the Debtors, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801, Attn: Matthew B. McGuire, Esq. (mcguire@lrclaw.com) and Joshua B. Brooks, Esq. (brooks@lrclaw.com); (ii) the Office of The

United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Joseph F. Cudia, Esq. (joseph.cudia@usdoj.gov).

8. The Confirmation Hearing Notice, in substantially the form attached hereto as **Exhibit A**, complies with the requirements of Bankruptcy Rules 2002(b), 2002(d) and 3017(d) and Local Rule 3017-2 and is approved in all respects. The Confirmation Hearing Notice shall be served upon: (i) holders of claims or interests, whether in Voting Classes or in the Non-Voting Classes, or unclassified, (ii) the Internal Revenue Service, (iii) all state and local taxing authorities in which the Debtors have tax liabilities, (iv) the United States Attorney for the District of Delaware, (v) all counterparties to executory contracts and leases; (vi) the United States Trustee; (vii) all persons and entities listed on the Debtors' creditor mailing matrix, and (viii) all parties requesting notice pursuant to Bankruptcy Rule 2002 within three (3) business days of the entry of this Order.

9. The Debtors shall serve a copy of this Order, with all exhibits, and a copy of the Plan and Disclosure Statement, with all exhibits, on the parties set forth in subsections (ii), (iii), (iv), (vi), and (viii) of paragraph 8 above.

10. The Debtors shall transmit to holders of Claims or Interests in the Voting Classes who are entitled to vote a package (the "Solicitation Package") containing: (a) a cover letter describing the contents of the Solicitation Package, (b) the Disclosure Statement, the Plan and all exhibits thereto (on a flash drive in PDF format), (b) the Ballot, including voting instructions, (c) the Confirmation Hearing Notice, and (d) this Order (on a flash drive in PDF Format) within three (3) business days following entry of this Order.

11. Only the following holders of Claims or Interests in the Voting Classes are entitled to vote:

- a. holders of Claims or Interests for which Proofs of Claim or Interest have been filed, as reflected on the claims register as of the Record Date;
- b. holders of Claims that are listed in the Debtors' Schedules and Statements, with the exception of those Claims that are scheduled as contingent, unliquidated or disputed (excluding such scheduled Claims that have been superseded by a filed Proof of Claim);
- c. holders whose Claims or Interests arise pursuant to an agreement or settlement with the Debtors, as reflected in a document filed with the Bankruptcy Court, in a final order of the Bankruptcy Court, or in a document executed by the Debtors pursuant to authority granted by the Bankruptcy Court, in each case regardless of whether a Proof of Claim or Interest has been filed; and
- d. the assignee of any transferred or assigned Claim, only if:
 - (i) transfer or assignment has been fully effectuated pursuant to the procedures dictated by Bankruptcy Rule 3001(e) and (ii) such transfer is reflected on the Claims Register on or before the Record Date.

12. In tabulating votes, the following hierarchy will be used to determine the amount of the Claim or Interest associated with each vote:³

- a. the amount of the Claim or Interest settled and/or agreed upon by the Debtors, as reflected in a Bankruptcy Court pleading, stipulation, agreement, or other document filed with the Bankruptcy Court, in a final order of the Bankruptcy Court or in a document executed by the Debtors pursuant to authority granted by the Bankruptcy Court;

³ Any Ballot cast by a holder of a Proof of Claim in which the amount of the Claim is listed in any currency other than USD will have the dollar amount of the Claim converted to USD, as of the date the Ballot is received by the Balloting Agent (defined below), for the purposes of the dollar amount provisions of section 1126(c) of the Bankruptcy Code.

- b. the amount of the Claim or Interest Allowed (temporarily or otherwise) pursuant to a Resolution Event in accordance with the Solicitation Procedures;
- c. the amount of the Claim or Interest contained in a Proof of Claim or Interest that has been timely filed; provided that Ballots cast by holders whose Claims are not listed in the Schedules, but that file a Proof of Claim in an unliquidated or unknown amount that are not the subject of an objection, will count for satisfying the numerosity requirement of Bankruptcy Code section 1126(c) and will count as Ballots for Claims in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code;
- d. the amount of the Claim listed in the Schedules; provided, that such Claim is not listed in the Schedules as contingent, unliquidated or disputed, or any combination thereof, and has not been paid; and
- e. in the absence of any of the foregoing, zero.

13. As part of the Solicitation Package, the Debtors shall distribute to creditors entitled to vote on the Plan the ballot based on Official Form No. 314, modified to address the particular circumstances of the Chapter 11 Cases and to include certain additional information that the Debtors believe to be relevant and appropriate for the Voting Classes to vote to accept or reject the Plan. The form of Ballots attached hereto as Exhibits B-1, B-2 and B-3, B-4 and B-5 are hereby approved.

14. The deadline to submit Ballots to accept or reject the Plan shall be ~~May 31~~June 14, 2024 at 5:00 p.m. (prevailing Eastern Time) (the “Voting Deadline”).

15. Ballots shall be transmitted by mail, as part of the Solicitation Package, to the record holders of claims in the Voting Classes. All other holders of Claims will not be provided with a Ballot because such holders are either unimpaired and presumed to accept the Plan under Bankruptcy Code section 1126(f). Such non-voting holders will receive a copy of the

Confirmation Hearing Notice.

16. The procedures set forth in the Motion for effectively submitting a Ballot are hereby approved in their entirety. In order to submit a Ballot, parties must fully complete and execute the Ballot and return it by (a) first class mail, over-night courier or hand-delivery to the Debtors' noticing, claims and administrative agent, Kurtzman Carson Consultants LLC (the "Balloting Agent") at the address set forth in the Ballot on or before the Voting Deadline or (b) electronic online transmission solely through the customized online balloting portal (the "Balloting Portal") on the Debtors' case website, <https://www.kccllc.net/invivo>, and clicking on the link for balloting on or before the Voting Deadline. The secured ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner, and the creditor's electronic signature shall be deemed to be immediately legally valid and effective. Ballots submitted via the Balloting Portal shall be deemed to contain an original signature. Ballots otherwise sent by facsimile, telecopy, or electronic submissions (other than those submitted via the Balloting Portal) will **not** be accepted. Only properly completed, executed and timely submitted Ballots will be accepted by the Debtors. The Debtors reserves their right to extend the Voting Deadline at their discretion.

17. [Holders of Class 6 Interests who hold their position through a broker, bank, or other nominee or an agent of a broker, bank, or other nominee \(each of the foregoing, a "Nominee" and such holders a "Beneficial Holder"\) must properly execute, complete and deliver the Ballot for Beneficial Holders \(the "Beneficial Holder Ballots"\) to their respective Nominee in sufficient time so that the Nominees may verify, tabulate and include such Beneficial Holder Ballots in a master ballot to be returned to the Balloting Agent \(a "Master Ballot"\), so that they are *actually received* by the Balloting Agent no later than the Voting Deadline. Master Ballots](#)

may be submitted electronically via email to KCC_Securities@kccllc.com. The voting and tabulation of votes cast by Beneficial Holders shall comply with the voting procedures attached hereto as **Exhibit C** (the “Master Ballot Voting and Tabulation Procedures”).

18. ~~17.~~ The following Ballots shall not be counted in tabulating votes to accept or reject the Plan: (a) any Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Claim or Interest; (b) any Ballot submitted by a Party that does not hold a Claim or Interest in the Classes that are entitled to vote on the Plan; (c) any unsigned Ballot; (d) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan; and (e) any Ballot submitted by any Party not entitled to vote pursuant to the Solicitation Procedures, as applicable.

19. ~~18.~~ The record date for determining which holders of Claims or Interests are to be served with the Solicitation Package and the Notices shall be the date on which this Order is entered (the “Record Date”).

20. ~~19.~~ The Debtors shall mail only the Confirmation Hearing Notice to holders of Claims or Interests and all parties requesting notice pursuant to Bankruptcy Rule 2002 and shall not be required to mail any Plan Documents to such entities. Instead, the Debtors are authorized to provide in the Confirmation Hearing Notice directions for such parties to obtain electronic copies of the Plan Documents from the Balloting Agent.

21. ~~20.~~ To the extent Claims or Interest in the Voting Classes are subject to an objection that is filed with the Court on or prior to May ~~24~~31, 2024, which is seven (7) days before the Voting Deadline, the holders of such Claims shall not be entitled to vote to accept or reject the Plan unless one or more of the following has occurred no later than two (2) days prior to the Voting Deadline (each, a “Resolution Event”):

- a. an order of the Bankruptcy Court is entered allowing such Claim or Interest pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
- b. an order of the Bankruptcy Court is entered temporarily allowing such Claim or Interest *for voting purposes only* pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
- c. a stipulation or other agreement is executed between the holder of such Claim or Interest and the Debtors resolving the objection and allowing such Claim in an agreed upon amount;
- d. a stipulation or other agreement is executed between the holder of such Claim or Interest and the Debtors temporarily allowing the holder of such Claim or Interest to vote its Claim or Interest in an agreed upon amount; or
- e. the pending objection is voluntarily withdrawn by the objecting party.

22. ~~21.~~ If a Claim or Interest is the subject of an amended Proof of Claim or Interest, the originally filed Proof of Claim or Interest shall be deemed superseded by the later filed, amended Proof of Claim or Interest, regardless of whether or not the Debtors have objected to the originally filed Proof of Claim or Interest, and only the amended Proof of Claim or Interest shall be used for the purpose of determining voting eligibility in accordance with the provisions herein.

23. ~~22.~~ Notwithstanding anything to the contrary contained herein, any creditor who has filed or purchased one or more duplicate Claims or Interests within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single Claim or Interest in such Voting Class, regardless of whether the Debtors have objected to such duplicate Claims or Interests.

24. ~~23.~~ The Solicitation Procedures set forth herein are hereby approved in their entirety, provided that the Debtors reserve their right to amend or supplement the Solicitation

Procedures and related documents to better facilitate the confirmation process. The Debtors will file a notice of any revisions to the Solicitation Procedures.

25. ~~24.~~ The Solicitation Procedures for service of the Solicitation Package and the Notices as attached hereto satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

26. ~~25.~~ The Debtors are authorized to make non-material changes to the Disclosure Statement, Plan, Solicitation Procedures, Notices, Ballot and related pleadings without further order of the Court, including without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the foregoing documents before their distribution.

27. ~~26.~~ The Debtors are hereby authorized to take any action necessary or appropriate to implement the terms of, and the relief granted in, this Order without seeking further order of the Court.

28. ~~27.~~ The terms and conditions of this Order shall be immediately effective and enforceable upon entry of this order.

29. ~~28.~~ The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this order.

Dated: _____, 2024
Wilmington, Delaware

—
THE HONORABLE MARY L. WALRATH
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Confirmation Hearing Notice

EXHIBIT B-1

Class 4 Ballot

EXHIBIT B-2

Class 5 Ballot

EXHIBIT B-3

Class 6 [Registered Holder](#) Ballot

EXHIBIT B-4

Class 6 Master Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

**MASTER BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT PLAN OF
LIQUIDATION OF INVIVO THERAPEUTICS CORPORATION AND INVIVO
THERAPEUTICS HOLDINGS CORP.
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 6 MASTER BALLOT FOR HOLDERS OF INTERESTS

**Please read and follow the enclosed instructions
for completing Ballots carefully before completing this Ballot.**

**In order for your vote to be counted, this Ballot must be completed, executed,
and returned so as to be actually received by the Balloting Agent by June 14, 2024
at 5:00 p.m., Prevailing Eastern Time (the "Voting Deadline")**

The Debtors are soliciting votes with respect to the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended from time to time, the "Plan") as set forth in the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 169] (as may be amended from time to time, the "Disclosure Statement"). On May __, 2024, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order [D.I. ___] (the "Amended Interim Approval and Procedures Order") approving on an interim basis the adequacy of the Disclosure Statement. At the Confirmation Hearing, the Debtors will seek final approval of the adequacy of the Disclosure Statement, as well as confirmation of the Plan.²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors' mailing address is 1500 District Avenue, Burlington, MA 01803.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this master ballot (the “Master Ballot”) because you are the Nominee (as defined below) of a Beneficial Holder³ of Class 6 Interests as of **April 30, 2024** (the “Record Date”).

This 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 Interests (the “Class 6 Interests”), to transmit to the Balloting Agent (as defined below) the votes of such Beneficial Holders in respect of their Class 6 Interests to accept or reject the Plan. The CUSIP number (the “CUSIP”) for the Class 6 Interests entitled to vote and of which you are the Nominee is CUSIP 46186M 605. This Master Ballot may not be used for any purpose other than for submitting votes with respect to the Plan.

The rights and treatment for each Class are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Beneficial Holder Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from Kurtzman Carson Consultants LLC (the “Balloting Agent”) at no charge by: (i) calling the Balloting Agent at (877) 499-4509, (Toll-Free) or (917) 281-4800, (International); (ii) visiting the Debtors’ restructuring website at: <https://www.kccllc.net/invivo>; (iii) writing to the Balloting Agent at InVivo Ballots Processing Center, c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, California 90245; and/or (iv) emailing brooks@lrclaw.com with a reference to “InVivo Therapeutics Corporation” in the subject line and requesting paper copies of the corresponding materials previously received in electronic format. You may also obtain copies of any pleadings filed in the chapter 11 cases for a fee via PACER at: <https://ecf.deb.uscourts.gov>.

This Master Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Master Ballot in error, please contact the Balloting Agent **immediately** at the address, telephone number, or email address set forth above.

The votes transmitted on this Master Ballot for certain Beneficial Holders of Interests in Class 6 shall be applied to each Debtor against whom such Beneficial Holders have a Claim.

You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

The Court may confirm the Plan and thereby bind all holders of Claims and Interests. To have the votes of your Beneficial Holders count as either an acceptance or rejection of the Plan, you must

³ A “Beneficial Holder” means a beneficial owner of publicly-traded securities whose Interests have not been satisfied prior to the voting Record Date (as defined herein) pursuant to Court order or otherwise, as reflected in the records maintained by the nominees holding through the Depository Trust Company.

complete and return this Master Ballot so that the Balloting Agent **actually receives** it on or before the Voting Deadline.

The Voting Deadline is on June 14, 2024, at 5:00 p.m., Prevailing Eastern Time.

Item 1. Certification of Authority to Vote.

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

- Is a broker, bank, or other nominee for the Beneficial Holders of the aggregate amount of the Class 6 Interests listed in Item 3 below, and is the record holder of such interests, or
- 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 amount of Class 6 Interests listed in Item 3 below, or
- Has been granted a proxy (an original of which is attached hereto) from a broker, bank, or other nominee or a beneficial owner that is the registered holder of the aggregate amount of Class 6 Interests listed in Item 3 below,

and accordingly, has full power and authority to vote to accept or reject the Plan, on behalf of the Beneficial Holders of the Class 6 Interests described in Item 3.

Item 2. Important information regarding the Debtor Release, Exculpation and Injunction Discharge.

Article VIII.C of the Plan provides for a debtor release (the “Debtor Release”):⁴

Pursuant to section 1123(b) of the Bankruptcy Code and to the fullest extent authorized by applicable law, and except as otherwise specifically provided in the Plan, including, without limitation the Retained Causes of Action, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is expressly, unconditionally, generally and individually and collectively released, and acquitted by the Debtors and their Estates from any and all actions, claims, obligations, rights, suits, judgments, damages, demands, debts, rights, remedies, Causes of Action, and liabilities of any nature whatsoever, or any other claim against any Released Party, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, fixed or contingent, liquidated or unliquidated, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Debtors or their Estates would have been legally entitled to assert

⁴ “Released Party” means the Debtors and their predecessors, successors and assigns, current or former officers, directors, managers, principals, shareholders, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, in their capacity as such.

in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the purchase, sale or rescission of the purchase or sale of, or any other transaction relating to any Security of the Debtors, the Debtors, the Debtors' restructuring efforts, the Chapter 11 Cases, the Plan, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan or related agreements, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that the foregoing releases shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct; and provided further that nothing herein shall act as a release of a direct claim any holder of a Claim or Interest or other Entity may have against any Released Party.

Article VIII.B of the Plan provides for an exculpation (the "Exculpation"):

Effective as of the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim or any obligation, Cause of Action, or liability for any Exculpated Claim; provided, however, that the foregoing exculpation shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

Article VIII.D of the Plan provides for an injunction (the "Injunction"):

Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that have held, hold or may hold any Interest in the Debtors or a Claim, Cause of Action, or other debt or liability against the Debtors or against any Released Party that have been released and/or exculpated under the this Plan (the "Released Claims and Interests") are permanently enjoined from taking any of the following actions against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Assets, or the Released Parties or their respective predecessors, successors and assigns, subsidiaries, Affiliates, current (as of the Effective Date) directors, officers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accounts, investment bankers, consultants, representatives, and other Professionals solely in their respective capacities as such or any property of the same, on account of such Released Claims and Interests: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or encumbrance; (iv) asserting any right of setoff (other than setoffs exercised prior to the Petition Date), or subrogation of any kind against any debt, liability or

obligation on account of or in connection with or with respect to any Released Claims or Interests; and (v) commencing or continuing in any manner or in any place, any action that does not comply with or is inconsistent with this provision; provided, however, that the foregoing injunction shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

Item 3. Class 6 Interests Vote on Plan:

The undersigned transmits the following votes, and releases of Beneficial Holders of Class 6 Interests and certifies that the following Beneficial Holders of Class 6 Interests, as identified by their respective customer account numbers set forth below, are the Beneficial Holders of such Interests as of the Record Date and have delivered to the undersigned, as Nominee, ballots (the “Ballots”) casting such votes.

Indicate in the appropriate column below the aggregate principal amount voted for each account or attach such information to this Master Ballot in the form of the following table. Please note that each holder must vote all such Beneficial Holder’s Class 6 Interests to accept or reject the Plan and may not split such vote. Any Beneficial Holder Ballot executed by the Beneficial Holder that does not indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

Your Customer Account Number for Each Beneficial Holder of Class 6 Interests	Number of Shares Held as of Record Date	Indicate the vote cast from Item 3 of the Beneficial Holder Ballot by checking the appropriate box below.		
		Accept the Plan	or	Reject the Plan
1		<input type="checkbox"/>		<input type="checkbox"/>
2		<input type="checkbox"/>		<input type="checkbox"/>
3		<input type="checkbox"/>		<input type="checkbox"/>
4		<input type="checkbox"/>		<input type="checkbox"/>
5		<input type="checkbox"/>		<input type="checkbox"/>
6		<input type="checkbox"/>		<input type="checkbox"/>
TOTALS				

Item 4. Certifications.

By signing this Master Ballot, the undersigned certifies to the Court and the Debtors that:

- (a) it has received a copy of the Disclosure Statement, the Plan, the Master Ballot, the Beneficial Holder Ballots, and the remainder of the Solicitation Package and has delivered the same to the Beneficial Holders of the Class 6 Interests listed in Item 3 above;
- (b) it has received a completed and signed Beneficial Holder Ballot (or vote submission in accordance with its customary procedures) from each Beneficial Holder listed in Item 3 of this Master Ballot;
- (c) it is the registered holder of all Class 6 Interests listed in Item 3 above being voted, or it has been authorized by each Beneficial Holder of Class 6 Interests listed in Item 3 above to vote on the Plan;
- (d) no other Master Ballots with respect to the same Class 6 Interests identified in Item 3 have been cast or, if any other Master Ballots have been cast with respect to such Interests, then any such earlier received Master Ballots are hereby revoked;
- (e) it has properly disclosed: (i) the number of Beneficial Holders of Class 6 Interests who completed the Beneficial Holder Ballots or otherwise conveyed its vote; (ii) the respective amounts of the Class 6 Interests owned, as the case may be, by each Beneficial Holder of Class 6 Interests who completed a Beneficial Holder Ballot; (iii) each such Beneficial Holder of Class 6 Interests' respective vote concerning the Plan; (iv) each such Beneficial Holder of Class 6 Interests' certification as to other Class 6 Interests voted; and (v) the customer account or other identification number for each such Beneficial Holder of Class 6 Interests; and
- (f) it will maintain Ballots and evidence of separate transactions returned by Beneficial Holders of Class 6 Interests (whether properly completed or defective) for at least one (1) year after the Effective Date of the Plan and disclose all such information to the Court or the Debtors, if so ordered.

Name of DTC Participant:	_____
	(Print or Type)
Participant Number:	_____
Name of Proxy Holder or Agent for DTC Participant (if applicable):	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____

Title:	_____
Address:	_____

Date Completed:	_____
Email Address:	_____

**InVivo Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
El Segundo, California 90245**

or via email to:
KCC_Securities@kccllc.com

If the Balloting Agent does not actually receive this Master Ballot on or before June 14, 2024, at 5:00 p.m., Prevailing Eastern Time, (and if the Voting Deadline is not extended), your vote transmitted by this Master Ballot may be counted toward Confirmation of the Plan only in the sole and absolute discretion of the Debtors.

Class 6 — Interests

INSTRUCTIONS FOR COMPLETING THIS MASTER BALLOT

1. The Debtors are soliciting the votes of holders of Interests with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, Disclosure Statement, or Amended Interim Approval and Procedures Order, as applicable, copies of which accompany the Ballot. **Please read the Plan and Disclosure Statement carefully before completing this Ballot.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Interests in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. You should immediately distribute the Solicitation Package and the Beneficial Holder Ballots (or other customary material used to collect votes in lieu of the Beneficial Holder Ballot) to all Beneficial Holders of Class 6 Interests and take any action required to enable each such Beneficial Holder to vote timely the Interests that it holds. You may distribute the Solicitation Packages to Beneficial Holders, as appropriate, in accordance with your customary practices. You are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with your customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) a Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Beneficial Holder Ballot returned to you by a Beneficial Holder of Class 6 Interests shall not be counted for purposes of accepting or rejecting the Plan until you properly complete and deliver, to the Balloting Agent, a Master Ballot that reflects the vote of such Beneficial Holders by **June 14, at 5:00 p.m., prevailing Eastern Time** or otherwise validate the Master Ballot in a manner acceptable to the Balloting Agent.
4. If you are transmitting the votes of any Beneficial Holder of Interests other than yourself, you may either:
 - (a) “Pre-validate” the individual Class 6 Interests Beneficial Holder Ballot contained in the Solicitation Package and then forward the Solicitation Package to the Beneficial Holder of Class 6 Claim for voting within five (5) Business Days after the receipt by such Nominee of the Solicitation Package, with the Beneficial Holder then returning the individual Beneficial Holder Ballot directly to the Balloting Agent in the return envelope to be provided in the Solicitation Package. A Nominee “pre-validates” Beneficial Holder’s Ballot by signing the Beneficial Holder Ballot and including their DTC participant number; indicating the account number of the Beneficial Holder and the principal amount of Class 6 Claim held by the Nominee for such Beneficial Holder; and then forwarding the Beneficial Holder Ballot together with the Solicitation Package to the Beneficial Holder. The Beneficial Holder then completes the remaining

information requested on the Beneficial Holder Ballot and returns the Beneficial Holder Ballot directly to the Balloting Agent. A list of the Beneficial Holders to whom “pre-validated” Beneficial Holder Ballots were delivered should be maintained by Nominees for inspection for at least one year from the Effective Date; or

- (b) Within five (5) Business Days after receipt by such Nominee of the Solicitation Package, forward the Solicitation Package to the Beneficial Holder of the Class 6 Claim for voting along with a return envelope provided by and addressed to the Nominee, with the Beneficial Holder then returning the individual Beneficial Holder Ballot to the Nominee. In such case, the Nominee will tabulate the votes of its respective owners on a Master Ballot that will be provided to the Nominee separately by the Balloting Agent, in accordance with any instructions set forth in the instructions to the Master Ballot, and then return the Master Ballot to the Balloting Agent. The Nominee should advise the Beneficial Holder to return their individual Beneficial Holder Ballots (or otherwise transmit their vote) to the Nominee by a date calculated by the Nominee to allow it to prepare and return the Master Ballot to the Balloting Agent so that the Master Ballot is actually received by the Balloting Agent on or before the Voting Deadline.
5. With regard to any Beneficial Holder Ballots returned to you by a Beneficial Holder, you must:
- (a) compile and validate the votes and other relevant information of each such Beneficial Holder on the Master Ballot using the customer name or account number assigned by you to each such Beneficial Holder; (b) execute the Master Ballot; (c) transmit such Master Ballot to the Balloting Agent by the Voting Deadline; and (d) retain such Beneficial Holder Ballots from Beneficial Holders, whether in hard copy or by electronic direction, in your files for a period of one (1) year after the Effective Date of the Plan. You may be ordered to produce the Beneficial Holder Ballots (or evidence of the vote transmitted to you) to the Debtors or the Court.
- (i) The Master Ballot **must** be returned to the Balloting Agent so as to be **actually received** by the Balloting Agent on or before the Voting Deadline. **The Voting Deadline is June 14, 2024, at 5:00 p.m., prevailing Eastern Time.**
 - (ii) If a Master Ballot is received **after** the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the discretion of the Debtors. Additionally, **the following votes will not be counted:**
 - (a) any Master Ballot to the extent it is illegible or contains insufficient information to permit the identification of the holder of the Claim;
 - (b) any Master Ballot cast by a Party that does not hold a Claim in a Class that is entitled to vote on the Plan;
 - (c) any Master Ballot sent by facsimile or any electronic means other than electronic mail;
 - (d) any unsigned Master Ballot;

- (e) any Master Ballot that does not contain an original signature provided however, that any Master Ballot submitted via electronic mail shall be deemed to contain an original signature;
 - (f) votes contained on a Master Ballot not marked to accept or reject the Plan or marked both to accept and reject; and
 - (g) any Master Ballot submitted by any party not entitled to cast a vote with respect to the Plan.
8. The method of delivery of Master Ballots to the Balloting Agent is at the election and risk of each Nominee of Class 6 Interest. Except as otherwise provided herein, such delivery will be deemed made only when the Balloting Agent **actually receives** the executed Master Ballot. In all cases, Beneficial Holders and Nominees should allow sufficient time to assure timely delivery.
 9. If a Beneficial Holder or Nominee holds a Claim in a Voting Class against multiple Debtors, a vote on their Beneficial Holder Ballot will apply to all applicable Classes and Debtors against whom such Beneficial Holder or Nominee has such Claim, as applicable, in that Voting Class.
 10. If multiple Master Ballots are received from the same Nominee with respect to the same Interests voted on a Beneficial Holder Ballot prior to the Voting Deadline, the latest, timely received, and properly completed Master Ballot will supersede and revoke any earlier received Master Ballots.
 11. The Master Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Interest or (b) an assertion or admission of an Interest.
 12. **Please be sure to sign and date the Master Ballot.** You should indicate that you are signing the 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 Balloting Agent, the Debtors, or the Court, must submit proper evidence to the requesting party to so act on behalf of such Beneficial Holder.
 13. If you are both the Nominee and the Beneficial Holder of any of the Class 6 Interests and you wish to vote such Interests, you may return a Beneficial Holder Ballot or Master Ballot for such Class 6 Interests, and you must vote your entire Interests in the same Class to either to accept or reject the Plan and may not split your vote. Accordingly, a Beneficial Holder Ballot, other than a Master Ballot with the votes of multiple Beneficial Holders that partially rejects and partially accepts the Plan will not be counted.
 14. For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, the Debtors and the Balloting Agent shall use reasonable efforts to aggregate separate Interests held by a single creditor in a particular Class and treat such creditor as if such creditor held one Claim in such Class, and all votes related to such Claim will be treated as a single vote to accept or reject the Plan; **provided, however,** that if separate affiliated entities hold Interests in a particular Class, these Interests will not be aggregated and will not be treated as if such

{1394.002-W0075664.2}

creditor held one Claim in such Class, and the vote of each affiliated entity may be counted separately as a vote to accept or reject the Plan.

15. The following additional rules shall apply to Master Ballots:

- (a) Votes cast by Beneficial Holders through a Nominee will be applied against the positions held by such entities in the Class 6 Interests as of the Record Date, as evidenced by the record and depository listings.
- (b) Votes submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, will not be counted in excess of the record amount of the Class 6 Interests held by such Nominee;
- (c) To the extent that conflicting votes or “over-votes” are submitted by a Nominee, whether pursuant to a Master Ballot or pre-validated Beneficial Holder Ballots, the Balloting Agent will attempt to reconcile discrepancies with the Nominee;
- (d) To the extent that over-votes on a Master Ballot or pre-validated Beneficial Holder Ballots are not reconcilable prior to the preparation of the vote certification, the Balloting Agent will apply the votes to accept and reject the Plan in the same proportion as the votes to accept and reject the Plan submitted on the Master Ballot or pre-validated Beneficial Holder Ballots that contained the over-vote, but only to the extent of the Nominee’s position in Class 6 Interests; and
- (e) For purposes of tabulating votes, each holder holding through a particular account will be deemed to have voted the principal amount relating its holding in that particular account, although the Balloting Agent may be asked to adjust such principal amount to reflect the claim amount.

Please return your Master Ballot promptly.

If you have any questions regarding this Master Ballot, these Voting Instructions or the Procedures for Voting, please call the restructuring hotline at: (877) 499-4509(U.S./Canada) or (917) 281-4800 (International).

If the Balloting Agent does not actually receive this Master Ballot on or before the Voting Deadline, which is on June 14, 2024, at 5:00 p.m., Prevailing Eastern Time, (and if the Voting Deadline is not extended), your vote transmitted hereby may be counted only in the sole and absolute discretion of the Debtors.

EXHIBIT B-5

Class 6 Beneficial Holder Ballot

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

INVIVO THERAPEUTICS CORPORATION, *et al.*,¹
Debtors.

Chapter 11

Case No. 24-10137 (MFW)

(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE JOINT PLAN OF
LIQUIDATION OF INVIVO THERAPEUTICS CORPORATION AND INVIVO
THERAPEUTICS HOLDINGS CORP PURSUANT TO CHAPTER 11 OF THE
BANKRUPTCY CODE**

**CLASS 6 BALLOT FOR BENEFICIAL HOLDERS OF INTERESTS
CUSIP NUMBER 46186M605**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR
COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, YOUR BENEFICIAL HOLDER
BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED IN
ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY YOUR NOMINEE (AS
DEFINED BELOW). IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO
YOUR NOMINEE OR YOUR NOMINEE'S AGENT, YOU MUST FOLLOW THE
DIRECTIONS OF YOUR NOMINEE TO CAST YOUR VOTE AND ALLOW
SUFFICIENT TIME FOR YOUR NOMINEE TO RECEIVE YOUR VOTE AND
TRANSMIT SUCH VOTE ON A MASTER BALLOT, WHICH MASTER BALLOT
MUST BE RETURNED TO THE BALLOTING AGENT BY THE VOTING
DEADLINE IN ORDER FOR YOUR VOTE TO BE COUNTED.**

The Debtors have sent this Ballot to you because their records indicate that you are a holder of a Class 6 Interest, and accordingly, you have a right to vote to accept or reject the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended, supplemented or modified, including all exhibits thereto, the "Plan"). Your rights are described in the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* and all exhibits related thereto [D.I. 169] (as amended from time to time and including all exhibits and supplements thereto, the "Disclosure Statement"). On May __, 2024, the Bankruptcy Court entered an order

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: InVivo Therapeutics Corporation (6670) and InVivo Therapeutics Holdings Corp. (8166). The Debtors' mailing address is 1500 District Avenue, Burlington, MA 01803.

[D.I. ____] (the “Amended Interim Approval and Procedures Order”)² approving on an interim basis the adequacy of the Disclosure Statement. At the Confirmation Hearing, the Debtors will seek final approval of the adequacy of the Disclosure Statement, as well as confirmation of the Plan.

Copies of the Disclosure Statement, the Amended Interim Approval and Procedures Order, the Plan and certain other materials contained in the Solicitation Package are included in the packet you are receiving with this Ballot. Additionally, the Solicitation Package may be obtained by (i) writing to InVivo Ballot Processing Center, c/o KCC, 222 N. Pacific Coast Highway, Suite 300, El Segundo CA 90245; and/or (ii) emailing brooks@lrclaw.com with a reference to “InVivo Therapeutics Corporation” in the subject line; (iii) visiting <https://www.kcellc.net/invivo> or (iv) visiting (for a fee) PACER at <http://www.deb.uscourts.gov>. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. This Ballot may not be used for any purpose other than to vote to accept or reject the Plan. If you believe you have received this Ballot in error, please contact the Balloting Agent at the address or Mr. Brooks at the email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Interest. Your Interest has been placed in Class 6 (Interests) under the Plan.

If the Balloting Agent does not receive your Ballot on or before the Voting Deadline, June 14, 2024 at 5:00 P.M. prevailing Eastern Time, and if the Voting Deadline is not extended, your vote as either an acceptance or rejection of the Plan will not count. If the Bankruptcy Court confirms the Plan, it will bind you regardless of whether you vote.

Please return your completed Beneficial Holder Ballot in accordance with your Nominee’s instructions. Nominees are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) this Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means.

Item 1. Amount of Class 6 Interest.

The undersigned hereby certifies that as of April 30, 2024, (the “Record Date”), the undersigned was the Holder of a Class 6 Interest in the following amount:

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan, the Disclosure Statement or the Amended Interim Approval and Procedures Order, as applicable.

Item 2. Vote on Plan.

The Holder of the Class 6 Interests against the Debtors set forth in Item 1 votes to (please check one):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. Important information regarding the Debtor Release, Exculpation and Injunction Discharge.

Article VIII.C of the Plan provides for a debtor release (the “Debtor Release”):³

Pursuant to section 1123(b) of the Bankruptcy Code and to the fullest extent authorized by applicable law, and except as otherwise specifically provided in the Plan, including, without limitation the Retained Causes of Action, for good and valuable consideration, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is expressly, unconditionally, generally and individually and collectively released, and acquitted by the Debtors and their Estates from any and all actions, claims, obligations, rights, suits, judgments, damages, demands, debts, rights, remedies, Causes of Action, and liabilities of any nature whatsoever, or any other claim against any Released Party, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, matured or unmatured, fixed or contingent, liquidated or unliquidated, existing or hereinafter arising, in law, equity, or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the purchase, sale or rescission of the purchase or sale of, or any other transaction relating to any Security of the Debtors, the Debtors, the Debtors’ restructuring efforts, the Chapter 11 Cases, the Plan, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests before or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Plan or related agreements, instruments or other documents (including, for the avoidance of doubt, providing any legal opinion requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan or the reliance by any Released Party on the Plan or the Confirmation Order in lieu of such legal opinion), upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, that the foregoing releases shall have no effect on the liability of any person or Entity that results

³ “Released Party” means the Debtors and their predecessors, successors and assigns, current or former officers, directors, managers, principals, shareholders, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives and other professionals, in their capacity as such.

from any act or omission based on or arising out of gross negligence, fraud or willful misconduct; and provided further that nothing herein shall act as a release of a direct claim any holder of a Claim or Interest or other Entity may have against any Released Party.

Article VIII.B of the Plan provides for an exculpation (the “Exculpation”):

Effective as of the Effective Date, no Exculpated Party shall have or incur, and each Exculpated Party is hereby released and exculpated from, any Exculpated Claim or any obligation, Cause of Action, or liability for any Exculpated Claim; provided, however, that the foregoing exculpation shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

Article VIII.D of the Plan provides for an injunction (the “Injunction”):

Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, all Entities that have held, hold or may hold any Interest in the Debtors or a Claim, Cause of Action, or other debt or liability against the Debtors or against any Released Party that have been released and/or exculpated under the this Plan (the “Released Claims and Interests”) are permanently enjoined from taking any of the following actions against the Debtors, the Estates, the Liquidation Trust, the Liquidation Trustee, the Liquidation Trust Assets, or the Released Parties or their respective predecessors, successors and assigns, subsidiaries, Affiliates, current (as of the Effective Date) directors, officers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accounts, investment bankers, consultants, representatives, and other Professionals solely in their respective capacities as such or any property of the same, on account of such Released Claims and Interests: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any lien or encumbrance; (iv) asserting any right of setoff (other than setoffs exercised prior to the Petition Date), or subrogation of any kind against any debt, liability or obligation on account of or in connection with or with respect to any Released Claims or Interests; and (v) commencing or continuing in any manner or in any place, any action that does not comply with or is inconsistent with this provision; provided, however, that the foregoing injunction shall have no effect on the liability of any person or Entity that results from any act or omission based on or arising out of gross negligence, fraud or willful misconduct.

Item 4. Certifications.

By signing this Beneficial Holder Ballot, the undersigned certifies:

- (a) that, as of the Record Date, either: (i) the Entity is the Beneficial Holder of the Interests being voted; or (ii) the Entity is an authorized signatory for an Entity that is the Beneficial Holder of the Extraction Interests being voted;
- (b) that the Entity (or in the case of an authorized signatory, the Beneficial Holder) has received a copy of the Disclosure Statement and the Solicitation Package and

acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;

(c) that the Entity has cast the same vote with respect to all Interests in a single Class; and

(d) that no other Beneficial Holder Ballots with respect to the amount of the Interests identified in Item 1 have been cast or, if any other Beneficial Holder Ballots have been cast with respect to such Interests, then any such earlier Beneficial Holder Ballots are hereby revoked.

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

Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE THIS BENEFICIAL HOLDER BALLOT AND SUBMIT IT
(IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH HEREIN)
PROMPTLY VIA YOUR NOMINEE'S INSTRUCTIONS.

IF THE BALLOTING AGENT DOES NOT *ACTUALLY RECEIVE*
THE MASTER BALLOT CONTAINING YOUR VOTE **ON OR BEFORE JUNE 14, 2024,**
AT 5:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS
NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BENEFICIAL HOLDER
BALLOT MAY BE COUNTED
TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE
DEBTORS.

Beneficial Holders of Class 6 Interests

INSTRUCTIONS FOR COMPLETING THIS BENEFICIAL HOLDER BALLOT

1. The Debtors are soliciting the votes of Holders of Claims or Interests with respect to the Plan attached as **Exhibit A** to the Disclosure Statement. Capitalized terms used in the Beneficial Holder Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Plan, a copy of which also accompanies the Beneficial Holders Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BENEFICIAL HOLDER BALLOT.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. Unless otherwise instructed by your Nominee, to ensure that your vote is counted, you must submit your Beneficial Holder Ballot (or otherwise convey your vote) to your Nominee in sufficient time to allow your Nominee to process your vote and submit a Master Ballot so that the Master Ballot is actually received by the Balloting Agent by the Voting Deadline. You may instruct your Nominee to vote on your behalf in the Master Ballot as follows: (a) complete the Beneficial Holder Ballot; (b) indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Beneficial Holder Ballot; and (c) sign and return the Beneficial Holder Ballot to your Nominee in accordance with the instructions provided by your Nominee. The Voting Deadline for the receipt of Master Ballots by the Balloting Agent is **June 14, 2024, at 5:00 p.m., prevailing Eastern Time.** Your completed Beneficial Holder Ballot must be received by your Nominee in sufficient time to permit your Nominee to deliver your votes to the Balloting Agent on or before the Voting Deadline.
4. **Please follow your Nominee’s Instructions.** Nominees are authorized to collect votes to accept or to reject the Plan from Beneficial Holders in accordance with their customary practices, including the use of a “voting instruction form” in lieu of (or in addition to) this Beneficial Holder Ballot, and collecting votes from Beneficial Holders through online voting, by phone, facsimile, or other electronic means. Any Ballot received by the Balloting Agent (including via a Nominee on a Master Ballot) after the Voting Deadline will not be counted with respect to acceptance or rejection of the Plan, as applicable, unless the Debtors otherwise determine. Delivery of a Ballot or Master Ballot reflecting your vote to the Balloting Agent will be deemed to have occurred only when the Balloting Agent ***actually receives*** the originally executed Beneficial Holder Ballot or Master Ballot (as applicable). In all cases, you should allow sufficient time to assure timely delivery.
5. **The following Beneficial Holder Ballots will not be counted:**
 - (a) any Beneficial Holder Ballot that partially rejects and partially accepts the Plan;
 - (b) any Beneficial Holder Ballot that neither accepts nor rejects the Plan;

- (c) any Beneficial Holder Ballot sent to the Debtors, the Debtors' agents (other than the Balloting Agent and only with respect to a pre-validated Beneficial Holder Ballot), or the Debtors' financial or legal advisors;
 - (d) any Beneficial Holder Ballot returned to a Nominee not in accordance with the Nominee's instructions;
 - (e) any Beneficial Holder Ballot that is illegible or contains insufficient information to permit the identification of the holder of the Interest;
 - (f) any Beneficial Holder Ballot submitted by a holder not entitled to vote pursuant to the Plan;
 - (g) any unsigned Beneficial Holder Ballot (except in accordance with the Nominee's instructions);
 - (h) any non-original Beneficial Holder Ballot (except in accordance with the Nominee's instructions); and/or
 - (i) any Beneficial Holder Ballot not marked to accept or reject the Plan or any Beneficial Holder Ballot marked both to accept and reject the Plan.
6. The Beneficial Holder Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Interest or (b) an assertion or admission of a Interest.
7. **Please be sure to sign and date the Beneficial Holder Ballot.** You should indicate that you are signing a Beneficial Holder 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 Balloting Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such 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 Beneficial Holder Ballot.
8. Each ballot votes **only** your Interests indicated on that ballot, so please complete and return each ballot that you received. If your Beneficial Holder Ballot is not received by your Nominee in sufficient time to be included on a timely submitted Master Ballot, it will not be counted unless the Debtors determine otherwise. In all cases, Beneficial Holders should allow sufficient time to assure timely delivery of your Beneficial Holder Ballot to your Nominee.
9. If you deliver multiple Beneficial Holder Ballots to the Nominee with respect to the same Interests prior to the Voting Deadline, the last received valid Beneficial Holder Ballot timely received will supersede and revoke any earlier received Beneficial Holder Ballots.
10. You must vote all of your Interests within Class 6 either to accept or reject the Plan and may **not** split your vote.

PLEASE RETURN YOUR BENEFICIAL HOLDER BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BENEFICIAL HOLDER BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE BALLOTING AGENT AT: (877) 499-4509 (TOLL-FREE) OR (917) 281-4800 (INTERNATIONAL).

IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THE MASTER BALLOT REFLECTING THE VOTE CAST ON THIS BENEFICIAL HOLDER BALLOT ON OR BEFORE JUNE 14, 2024, AT 5:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS BENEFICIAL HOLDER BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE SOLE AND ABSOLUTE DISCRETION OF THE DEBTORS.

EXHIBIT C

Master Ballot Voting and Tabulation Procedures

Master Ballot Voting and Tabulation Procedures

In addition to the generally applicable voting and tabulation procedures set forth in the Amended Order (I) Approving the Disclosure Statement on an Interim Basis; (II) Scheduling a Combined Hearing on Final Approval of the Disclosure Statement and Plan Confirmation and Deadlines Related Thereto; (III) Approving the Solicitation, Notice and Tabulation Procedures and the Forms Related Thereto; and (IV) Granting Related Relief (the “Revised Interim Approval and Procedures Order”)⁴ the following procedures shall apply to Holders of Class 6 Interests who hold their position through a broker, bank, or other nominee or an agent of a broker, bank, or other nominee (each of the foregoing, a “Nominee” and such holders a “Beneficial Holder”):

1. the Balloting Agent shall distribute or cause to be distributed the appropriate number of copies of Beneficial Holder Ballots to each Beneficial Holder of a Class 6 Interest as of the Record Date;
2. Nominees identified by the Balloting Agent as Entities through which Beneficial Holders hold their Interests will be provided with (i) Solicitation Packages for each Beneficial Holder represented by the Nominee as of the Record Date, which will contain a Beneficial Holder Ballot for each Beneficial Holder, and a (ii) master ballot (the “Master Ballot”);
3. any Nominee that is a holder of record with respect to Class 6 Interests shall vote on behalf of Beneficial Holders of such Interests by: (i) immediately, and in any event within five (5) Business Days after its receipt of the Solicitation Packages, distributing the Solicitation Packages, including Beneficial Holder Ballots, it receives from the Balloting Agent to all such Beneficial Holders, (ii) providing such Beneficial Holders with a return address to send the completed Beneficial Holder Ballots, (iii) compiling and validating the votes and other relevant information of all such Beneficial Holders on the Master Ballot, and (iv) transmitting the Master Ballot to the Balloting Agent on or before the Voting Deadline;
4. Nominees are authorized to send the Solicitation Packages to the Beneficial Holders of Class 6 Interests in paper format or via electronic transmission in accordance with the customary requirements of each Nominee. For the avoidance of doubt, if a Beneficial Holder of a Class 6 Interest has previously provided consent to receive such materials through its Nominee by email, the Debtors propose to honor that request and transmit (or cause to be transmitted) the

⁴ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Revised Interim Approval, the *Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 168] (as may be amended, supplemented, or revised, the “Plan”) or the *Disclosure Statement for the Joint Plan of Liquidation of InVivo Therapeutics Corporation and InVivo Therapeutics Holdings Corp. Pursuant to Chapter 11 of the Bankruptcy Code* [D.I. 169] (as may be amended, supplemented, or revised, the “Disclosure Statement”), as applicable.

Solicitation Package to any Beneficial Holder by email;

5. any Beneficial Holder holding Class 6 Interests as a record holder in its own name shall vote on the Plan by completing and signing a Ballot and returning it directly to the Balloting Agent on or before the Voting Deadline.
6. any Beneficial Holder Ballot returned to a Nominee by a Beneficial Holder shall not be counted for purposes of accepting or rejecting the Plan until such Nominee properly completes and delivers to the Balloting Agent a Master Ballot that reflects the vote of such Beneficial Holders on or before the Voting Deadline or otherwise validates the Beneficial Holder Ballot in a manner acceptable to the Balloting Agent. Nominees shall retain all Beneficial Holder Ballots returned by Beneficial Holders for a period of one (1) year after the Effective Date of the Plan;
7. if a Beneficial Holder holds Class 6 Interests through more than one Nominee or through multiple accounts, such Beneficial Holder may receive more than one Beneficial Holder Ballot and each such Beneficial Holder should execute a separate Beneficial Holder Ballot for each block of Class 6 Interests that it holds through any Nominee and must return each such Beneficial Holder Ballot to the appropriate Nominee;
8. if a Beneficial Holder holds a portion of its Class 6 Interests through a Nominee or Nominees and another portion in its own name as the record holder, such Beneficial Holder should follow the procedures described in section 4 herein to vote the portion held by the Nominee(s);
9. votes cast by Beneficial Holders through Nominees will be applied to the applicable positions held by such Nominees in Class 6 as of the Record Date, as evidenced by applicable securities position report(s) obtained from The Depository Trust Company. Votes submitted by a Nominee pursuant to a Master Ballot will not be counted in excess of the amount of such Interests held by such Nominee as of the Record Date;
10. if conflicting votes or “over-votes” are submitted by a Nominee pursuant to a Master Ballot, the Debtors will use reasonable efforts to reconcile discrepancies with the Nominees. If over-votes on a Master Ballot are not reconciled prior to the preparation of the Voting Report, the Debtors shall apply the votes to accept and to reject the Plan in the same proportion, by Voting Class, as the votes to accept and to reject the Plan submitted on the Master Ballot that contained the over-vote, but only to the extent of the Nominee’s position in Class 6;
11. for purposes of tabulating votes, each Nominee or Beneficial Holder will be deemed to have voted the principal amount of its Interests in Class 6, although any principal amounts may be adjusted by the Balloting Agent to reflect the amount of the Interest actually voted;
12. a single Nominee may complete and deliver to the Balloting Agent multiple

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Master Ballots. Votes reflected on multiple Master Ballots will be counted, except to the extent that they are duplicative of other Master Ballots. If two or more Master Ballots are inconsistent, the latest received valid Master Ballot received prior to the Voting Deadline will, to the extent of such inconsistency, supersede and revoke any prior received Master Ballot. Likewise, if a Beneficial Holder submits more than one Beneficial Holder Ballot to its Nominee, (i) the latest received Beneficial Holder Ballot received before the submission deadline imposed by the Nominee shall be deemed to supersede any prior Beneficial Holder Ballot submitted by the Beneficial Holder, and (ii) the Nominee shall complete the Master Ballot accordingly; and

13. the Debtors will, upon written request, reimburse Nominees for customary mailing and handling expenses incurred by them in forwarding the Beneficial Holder Ballot and other enclosed materials to the Beneficial Holders for which they are the Nominee. No fees or commissions or other remuneration will be payable to any broker, dealer, or other person for soliciting Beneficial Holder Ballots with respect to the Plan.

The Debtors reserve the right to make non-substantive or immaterial changes to these Master Ballot Voting and Tabulation Procedures without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, Plan, and any other materials in the Solicitation Packages before distribution.

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