

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

Form 8-K

**Current Report
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): August 17, 2026



Illumina, Inc.
(Exact name of registrant as specified in its charter)

001-35406
(Commission File Number)

Delaware
(State or other jurisdiction
of incorporation)

33-0804655
(I.R.S. Employer
Identification No.)

5200 Illumina Way, San Diego, CA 92122
(Address of principal executive offices) (Zip code)

(858) 202-4500
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	ILMN	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13a of the Exchange Act. ☐

Item 8.01. Other Events.

On August 17, 2026, Illumina, Inc. (“Illumina” or the “Company”) completed a public offering of \$300,000,000 aggregate principal amount of its 4.950% notes due 2029 (the “Notes”).

Illumina expects to use the net proceeds from the offering, together with cash on hand, to repay its 4.650% notes due September 9, 2026, of which \$500 million aggregate principal amount was outstanding as of June 28, 2026.

The Notes were issued pursuant to an Indenture (the “Indenture”), dated March 12, 2021, between the Company and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee, and an officer’s certificate establishing the terms of the Notes (which includes the form of Notes as an exhibit). The offering of the Notes was registered on a Registration Statement on Form S-3 (File No. 333-281921). The Notes will accrue interest at a rate of 4.950% per annum, payable semi-annually, and will mature on September 19, 2029.

Upon occurrence of an Event of Default (as defined in the Indenture) with respect to the Notes, the principal amount of the Notes may be declared, and/or become, due and payable immediately. The Company may, at its election, redeem the Notes, in whole or in part, from time to time at the redemption prices and on the terms and conditions set forth in the Notes.

The above description of the Notes is qualified in its entirety by reference to the Indenture, the officer’s certificate and the form of the Notes filed as exhibits hereto, which exhibits are incorporated by reference herein.

Item 9.01. Exhibits.

Exhibit Number	Description of Exhibit
4.1*	<u>Indenture, dated March 12, 2021, between the Company and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee.</u>
4.2	<u>Officer’s Certificate, dated August 17, 2026, setting forth the terms and form of the Notes.</u>
4.3	<u>Form of Note (included in Exhibit 4.2).</u>
5.1	<u>Opinion of Cravath, Swaine & Moore LLP.</u>
23.1	<u>Consent of Cravath, Swaine & Moore LLP (included in Exhibit 5.1).</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Incorporated by reference to Exhibit 4.6 of the Company’s Registration Statement on Form S-3 (File No. 333-281921), filed with the Securities and Exchange Commission (“SEC”) on September 4, 2024.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 17, 2026

ILLUMINA, INC.,

By /s/ Ankur Dhingra

Name: Ankur Dhingra

Title: Chief Financial Officer

ILLUMINA, INC.
OFFICER'S CERTIFICATE
August 17, 2026

Reference is made to the Indenture dated as of March 12, 2021 (as so supplemented by this Officer's Certificate, the "**Indenture**") by and between Illumina, Inc. (the "**Issuer**") and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the "**Trustee**"). The Trustee is the trustee for any and all Securities issued under the Indenture. Pursuant to Section 2.01 and Section 2.03 of the Indenture, the undersigned officer does hereby certify, in connection with the establishment and the issuance of a series of Securities designated as the Issuer's 4.950% Notes due 2029 (the "**Notes**"), that (i) the form and terms of the Notes have been established pursuant to Section 2.01 and Section 2.03 of the Indenture and comply with the Indenture, and (ii) the terms of the Notes are as follows:

Capitalized terms used but not otherwise defined herein shall have the meanings specified in the Indenture.

<i>Title:</i>	4.950% Notes due 2029
<i>Issuer:</i>	Illumina, Inc.
<i>Trustee, Registrar, Transfer Agent, Authenticating Agent, and Paying Agent:</i>	U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association)
<i>Aggregate Principal Amount at Maturity:</i>	The initial limit upon the aggregate principal amount of the Notes that may be authenticated and delivered under the Indenture is \$300,000,000; <i>provided</i> , that the Issuer may issue Additional Securities as defined below.
<i>Maturity Date:</i>	The principal amount of the Notes shall be payable on September 19, 2029, unless redeemed prior to such time.
<i>Interest:</i>	4.950% per annum (which will accrue and be computed on the basis of a 360-day year of twelve 30-day months).
<i>Date from which Interest will Accrue:</i>	August 17, 2026.
<i>Interest Payment Dates:</i>	Semi-annually on March 19 and September 19 of each year, commencing on March 19, 2027.

<i>Interest Record Dates:</i>	March 1 and September 1 (whether or not a Business Day) immediately before the applicable Interest Payment Date.
<i>Par Call Date:</i>	August 19, 2029 (the date that is one month before the maturity date of the Notes) (such date, the “ Par Call Date ”).
<i>Redemption:</i>	Prior to the Par Call Date, the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of: (1) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed discounted to the redemption date (assuming such Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined in the form of the Notes attached hereto as Exhibit A), plus 10 basis points, less (b) interest accrued to the redemption date, and (2) 100% of the principal amount of the Notes to be redeemed, plus, in each case, any accrued and unpaid interest on the Notes to be redeemed to, but not including, the redemption date. On or after the Par Call Date, the Issuer may redeem the Notes at its option, in whole or in part at any time and from time to time, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest on the Notes to be redeemed to, but not including, the redemption date. The Trustee will have no obligation to calculate or verify the calculation of the redemption price.
<i>Change of Control Triggering Event:</i>	If a Change of Control Triggering Event (as defined in the form of Notes attached hereto as Exhibit A) occurs, unless the Issuer has exercised its right to redeem the Notes as described above, the Issuer will be required to make an offer to each Holder of Notes to purchase all or any part (equal to \$2,000 or an integral multiple of

\$1,000 in excess thereof) of that Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount thereof, plus accrued and unpaid interest, if any, to, but not including, the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant Interest Payment Date); *provided* that after giving effect to the purchase, any Notes that remain outstanding shall have a minimum denomination of \$2,000 and integral multiples of \$1,000 above that amount.

<i>Conversion:</i>	None.
<i>Sinking Fund:</i>	None.
<i>Denominations:</i>	\$2,000 and multiples of \$1,000 in excess thereof.
<i>Tax:</i>	The Issuer shall not pay any additional amounts on any of the Notes to any Person in respect of any tax, assessment or governmental charge withheld or deducted.
<i>Form:</i>	The Notes shall be issuable in the form of a Global Security registered in the name of The Depository Trust Company, as Depositary, or its nominee. The Global Security representing the Notes may be exchanged for Notes in definitive form only in the circumstances set forth in, and in accordance with, Section 2.13 of the Indenture.
<i>Miscellaneous:</i>	The terms of the Notes shall include such other terms as are set forth in the form of Notes attached hereto as Exhibit A and in the Indenture.

Subject to the representations, warranties and covenants described in the Indenture, as amended or supplemented from time to time, the Issuer shall be entitled, subject to authorization by the Board of Directors of the Issuer and as set forth in an Officer's Certificate, to create and issue additional Notes having the same ranking and the same interest rate, maturity, and other terms as the Notes (together, the "**Additional Securities**"). The Additional Securities will have the same CUSIP number as the Notes; *provided* that if any Additional Securities are not fungible with the Notes for U.S. federal income tax purposes, such Additional Securities will have one or more separate CUSIP numbers. Any Additional Securities will be issued in accordance with Section 2.03 of the Indenture.

The undersigned Officer has read and understands the provisions of the Indenture and the definitions relating thereto. The statements made in this Officer's Certificate are based upon the examination of the provisions of the Indenture and upon the relevant books and records of the Issuer. In the opinion of the undersigned Officer, such Officer has made such examination or investigation as is necessary to enable such officer to express an informed opinion as to whether or not the covenants and conditions of the Indenture relating to the issuance, authentication and delivery of the Notes have been complied with. In such Officer's opinion, such covenants and conditions relating to the issuance, authentication and delivery of the Notes have been complied with.

[Signature page follows]

IN WITNESS WHEREOF, I have signed this Officer’s Certificate pursuant to the Indenture as of the date first written above and in the capacity indicated below.

ILLUMINA, INC.

By: /s/ Ankur Dhingra
Name: Ankur Dhingra
Title: Chief Financial Officer

[Signature Page to Officer’s Certificate pursuant to the Indenture]

Exhibit A

Form of Notes Due 2029

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“**DTC**”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF [*] OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO [*] OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, [*], HAS A BENEFICIAL INTEREST HEREIN.

TRANSFERS OF THIS NOTE ARE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR’S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY ARE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE TRANSFER PROVISIONS OF THE INDENTURE.

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

ILLUMINA, INC.
Form of 4.950% Notes due 2029

No. [*]

CUSIP No.: 452327 AS8
ISIN No.: US452327AS80
\$[*]

ILLUMINA, INC., a Delaware corporation (the “**Issuer**”), for value received promises to pay to [*] or registered assigns the principal sum set forth on the SCHEDULE OF EXCHANGES OF NOTES attached hereto on September 19, 2029.

Interest Payment Dates: March 19 and September 19 (each, an “**Interest Payment Date**”), commencing on March 19, 2027.

Interest Record Dates: March 1 and September 1 (each, an “**Interest Record Date**”).

Reference is made to the further provisions of this Note contained herein, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed manually, electronically or by facsimile by its duly authorized officer.

ILLUMINA, INC.

By: _____
Name:
Title:

This is one of the Notes of the series designated herein and referred to in the within-mentioned Indenture.

Dated:

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION (as successor in interest to U.S. Bank
National Association)**
as Trustee

By: _____
Authorized Signatory

[Signature Page to Global Note]

(REVERSE OF NOTE)
ILLUMINA, INC.
4.950% Notes due 2029

Interest.

Illumina, Inc. (the “**Issuer**”) promises to pay interest on the principal amount of this Note at the rate per annum described above. Cash interest on the Notes will accrue from the most recent date to which interest has been paid; or, if no interest has been paid, from August 17, 2026. Interest on this Note will be paid to but not including the relevant Interest Payment Date. The Issuer will pay interest semiannually in arrears on each Interest Payment Date, commencing on March 19, 2027. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months in a manner consistent with Rule 11620(b) of the FINRA Uniform Practice Code.

The Issuer shall pay interest on overdue principal from time to time on demand at the rate borne by the Notes and on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful.

Paying Agent.

Initially, U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee (the “**Trustee**”), will act as paying agent, Registrar, transfer agent and Authenticating Agent. The Issuer may change any paying agent without notice to the Holders.

Indenture; Defined Terms.

This Note is one of the 4.950% Notes due 2029 (the “**Notes**”) issued under an indenture dated as of March 12, 2021 (the “**Base Indenture**”) by and between the Issuer and the Trustee, and established pursuant to an Officer’s Certificate dated August 17, 2026, issued pursuant to Section 2.01 and Section 2.03 thereof (together with the Base Indenture, the “**Indenture**”). This Note is a “Security” and the Notes are “Securities” under the Indenture.

For purposes of this Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939 (15 U.S.C. Sections 77aaa-77bbb) (the “**TIA**”) as in effect on the date on which the Indenture was qualified under the TIA; provided, however, that in the event the Trust Indenture Act of 1939 is amended after such date, “Trust Indenture Act” means, to the extent required by any such amendment, the Trust Indenture Act of 1939 as so amended. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the TIA for a statement of them. To the extent the terms of the Indenture and this Note are inconsistent, the terms of the Indenture shall govern.

Denominations; Transfer; Exchange.

The Notes are in registered form, without coupons, in minimum denominations of \$2,000 and integral multiples of \$1,000 thereafter. A Holder shall register the transfer or exchange of Notes in accordance with the Indenture. The Issuer may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay certain transfer taxes or similar governmental charges payable in connection therewith as permitted by the Indenture. Neither the Issuer, the Trustee nor the Registrar need issue, authenticate, register the transfer of or exchange any Notes or portions thereof for a period of fifteen (15) days before the mailing of a notice of redemption, nor need the Issuer register the transfer or exchange of any Note selected for redemption in whole or in part.

Amendment; Supplement; Waiver.

Subject to certain exceptions set forth in the Indenture, the Notes and the provisions of the Indenture relating to the Notes may be amended or supplemented and any existing default or Event of Default or compliance with certain provisions may be waived with the written consent of the Holders of at least a majority in aggregate principal amount of all series of Outstanding Securities (including the Notes) under the Indenture that are affected by such amendment, supplement or waiver (voting together as a single class). Without notice to or consent of any Holder, the parties thereto may amend or supplement the Indenture and the Notes as provided in Section 7.01 of the Indenture.

Redemption.

Prior to the Par Call Date (as defined below), the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a redemption price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(i) (a) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed discounted to the redemption date (assuming such Notes matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate (as defined below), plus 10 basis points, less (b) interest accrued to the redemption date, and

(ii) 100% of the principal amount of the Notes to be redeemed,

plus, in each case, any accrued and unpaid interest on the Notes to be redeemed to, but not including, the redemption date.

On or after the Par Call Date, the Issuer may redeem the Notes at its option, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount thereof, plus accrued and unpaid interest on the Notes to be redeemed to, but not including, the redemption date.

Notwithstanding the foregoing, installments of interest on Notes that are due and payable on Interest Payment Dates falling on or prior to a redemption date will be payable on the Interest Payment Date to the registered Holders as of the close of business on the relevant record date according to the Notes and the Indenture.

“**Business Day**” means any day other than a Saturday, a Sunday, or any other day on which banking institutions in The City of New York or, with respect to any payment on the Notes, a place of payment, are authorized or required by law, regulation, or executive order to close.

“**Par Call Date**” means August 19, 2029 (the date that is one month prior to the maturity of the Notes).

“**Treasury Rate**” means, with respect to any redemption date, the yield determined by the Issuer in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the redemption date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily) - H.15” (or any successor designation or publication) (“**H.15**”) under the caption “U.S. government securities–Treasury constant maturities–Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the Treasury Rate, the Issuer shall select, as applicable: (i) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the redemption date to the Par Call Date (the “**Remaining Life**”); or (ii) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (iii) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the redemption date.

If on the third Business Day preceding the redemption date, H.15 TCM is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par

Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

The Issuer's actions and determinations in determining the redemption price shall be conclusive and binding for all purposes, absent manifest error.

Notice of any redemption will be mailed or electronically delivered (or otherwise transmitted in accordance with the depository's procedures) at least 10 days but not more than 60 days before the redemption date to each Holder of the Notes to be redeemed with a copy to the Trustee.

In the case of a partial redemption, selection of the Notes for redemption will be made pro rata, by lot or by such other method as the trustee in its sole discretion deems appropriate and fair. No Notes of a principal amount of \$2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the Note will state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note will be issued in the name of the Holder of the Note upon surrender for cancellation of the original note. For so long as the Notes are held by DTC (or another depository), the redemption of the Notes shall be done in accordance with the policies and procedures of the depository.

Unless the Issuer defaults in payment of the redemption price, on and after the redemption date interest will cease to accrue on the Notes or portions thereof called for redemption.

Any redemption or notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, and, at the Issuer's discretion, the redemption date may be delayed until such time as any or all such conditions shall be satisfied. The Issuer shall provide written notice to the Trustee and the Holders prior to the close of business two Business Days prior to the redemption date if any such redemption has been rescinded or delayed.

Change of Control Triggering Event.

If a Change of Control Triggering Event (as defined below) occurs, unless the Issuer shall have exercised its right to redeem the Notes as described above, the Issuer shall be required to make an offer (the "**Change of Control Offer**") to each Holder of Notes to purchase all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that Holder's Notes at a purchase price in cash equal to 101% of the aggregate principal amount of the Notes purchased, plus accrued and unpaid interest, if any, on the Notes purchased to but not including the date of purchase (the "**Change of Control Payment**"); *provided* that after giving effect to the purchase, any Notes that remain outstanding shall have a minimum denomination of \$2,000 and integral multiples of \$1,000 above that amount.

Within 30 days following any Change of Control Triggering Event or, at the Issuer's option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, a notice will be mailed (or otherwise delivered in accordance with the applicable procedures of the Depositary) to Holders of the Notes with a copy to the Trustee and the paying agent describing the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to purchase the Notes on the date specified in the notice, which date will be no earlier than 10 days and no later than 60 days from the date such notice is mailed (or otherwise delivered in accordance with the applicable procedures of the Depositary) or, if the notice is mailed (or otherwise delivered) prior to the Change of Control, no earlier than 10 days and no later than 60 days from the date on which the Change of Control Triggering Event occurs (the "**Change of Control Payment Date**"). The notice will, if mailed (or otherwise delivered) prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

On the Change of Control Payment Date, the Issuer shall, to the extent lawful:

- accept or cause a third party to accept for payment all Notes or portions of Notes properly tendered pursuant to the Change of Control Offer;
- deposit or cause a third party to deposit with the paying agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and
- deliver or cause to be delivered to the Trustee the Notes properly accepted together with an Officer's Certificate stating the aggregate principal amount of Notes or portions of Notes being purchased.

The Issuer shall not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Issuer and the third party purchases all Notes properly tendered and not withdrawn under its offer in accordance with such requirements. In addition, the Issuer shall not purchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an Event of Default, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

The Issuer shall comply in all material respects, to the extent applicable, with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the purchase of the Notes as a result of a Change of Control Triggering Event. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the Notes, the Issuer shall comply with those securities laws and regulations

and shall not be deemed to have breached its obligations under the Change of Control Offer provisions of the Notes by virtue of any such conflict; rather, the Issuer shall be deemed to be in compliance with those obligations if it complies with its obligation to purchase Notes upon a Change of Control Triggering Event in accordance with the Indenture, modified as necessary by the Issuer in good faith to permit compliance with any such law or regulation.

Holders of Notes electing to have Notes purchased pursuant to a Change of Control Offer will be required to surrender their Notes, with the form entitled “Purchase Exercise Notice Upon a Change of Control Triggering Event” on the reverse of the Note completed, to the paying agent at the address specified in the notice, or transfer their Notes to the paying agent by book-entry transfer pursuant to the applicable procedures of the Depository, prior to the close of business on the third Business Day prior to the Change of Control Payment Date.

For purposes of these Change of Control Offer provisions of the Notes, the following terms are applicable:

“**Change of Control**” means the occurrence of any of the following:

- (1) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” (as that term is used in Section 13(d) of the Exchange Act) (other than the Issuer or one of its Subsidiaries) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Issuer’s Voting Stock (as defined below) or other Voting Stock into which the Issuer’s Voting Stock is reclassified, consolidated, exchanged, or changed, measured by voting power rather than number of shares; *provided, however*, that such person shall not be deemed the beneficial owner of, or to own beneficially, (A) any securities tendered pursuant to a tender or exchange offer made by or on behalf of such person or any of such person’s affiliates until such tendered securities are accepted for purchase or exchange thereunder, or (B) any securities if such beneficial ownership (i) arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation made pursuant to the applicable rules and regulations under the Exchange Act, and (ii) is not also then reportable on Schedule 13D (or any successor schedule) under the Exchange Act;
- (2) the direct or indirect sale, transfer, conveyance, or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the Issuer’s assets and the assets of its Subsidiaries, taken as a whole, to one or more “persons” (as that term is used in Section 13(d) of the Exchange Act) (other than to the Issuer or one of its Subsidiaries) (a “**Transferee**”), *provided, however*, that none of the circumstances in this clause (2) will be a Change of Control if the persons that beneficially own the Issuer’s Voting Stock immediately prior to the transaction own, directly or indirectly, shares representing a majority of the total Voting Stock as measured by voting power rather than number of shares of the Transferee in substantially the same proportions;

- (3) the Issuer consolidates with, or merges with or into, any “person” (as that term is used in Section 13(d) of the Exchange Act) or any such person consolidates with, or merges with or into, the Issuer, in either case, pursuant to a transaction in which any of the Issuer’s outstanding Voting Stock or the Voting Stock of such other person is converted into or exchanged for cash, securities, or other property, other than pursuant to a transaction in which shares of the Issuer’s Voting Stock outstanding immediately prior to the transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of the surviving person in substantially the same proportions immediately after giving effect to such transaction, in each case, measured by voting power rather than number of shares; or
- (4) the adoption of a plan relating to the Issuer’s liquidation or dissolution by the Board of Directors.

Notwithstanding clauses (1) through (3) above, a transaction will not be considered to be a Change of Control if (a) the Issuer becomes a direct or indirect wholly-owned subsidiary of another entity and (b)(x) immediately following that transaction, the direct or indirect holders of the Voting Stock of such other entity are substantially the same as the holders of the Issuer’s Voting Stock immediately prior to that transaction or (y) immediately following that transaction, no person is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such other entity, in each case, measured by voting power rather than number of shares.

“**Change of Control Triggering Event**” means the occurrence of both a Change of Control and a Rating Event.

“**Investment Grade Rating**” means a rating equal to or higher than Baa3 (or the equivalent) by Moody’s (as defined below) and BBB- (or the equivalent) by S&P (as defined below) or the equivalent investment grade credit rating from any additional rating agency or Rating Agencies (as defined below) selected by the Issuer.

“**Moody’s**” means Moody’s Investors Service, Inc., or any successor thereto.

“**Rating Agencies**” means (1) each of Moody’s and S&P and (2) if any of Moody’s and S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of its control, a “nationally recognized statistical rating organization” as defined in Section 3(a)(62) of the Exchange Act selected by the Issuer as a replacement agency for Moody’s or S&P, or both of them, as the case may be, *provided*, that the Issuer shall give notice of such appointment to the Trustee.

“**Rating Event**” means the rating on the Notes is lowered by each of the Rating Agencies (or if there is only one Rating Agency, by such Rating Agency) and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies (or if there is only one Rating Agency, by such Rating Agency), on any day during the period commencing on the earlier of the date of the first public notice of the occurrence of a Change of Control or the Issuer’s intention to effect a Change of Control and ending 60 days following consummation of such Change of Control (which period will be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies).

“**S&P**” means S&P Global Ratings, a division of S&P Global Inc., or any successor thereto.

“**Voting Stock**” means, with respect to any specified “person” (as that term is used in Section 13(d) of the Exchange Act) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

Limitation on Liens.

Other than as provided in this section or as provided in Section 3.08 of the Indenture, the Issuer will not, and will not permit any Subsidiary to, create or assume any Indebtedness secured by any Lien on any of its or their respective Principal Properties unless the Notes are secured by such Lien equally and ratably with, or prior to, the Indebtedness secured by such Lien (together with, if the Issuer shall so determine, any of its other Indebtedness ranking equally with the Notes, it being understood that for purposes hereof, Indebtedness which is secured by a Lien and Indebtedness which is not so secured shall not, solely by reason of such Lien, be deemed to be of different ranking) for so long as such other Indebtedness shall be so secured. This restriction does not apply to Indebtedness that is secured by:

- (1) Liens existing as of the initial issue date of the Notes;
- (2) Liens securing only the Notes;
- (3) Liens on property or shares of stock in respect of Indebtedness or any other obligations of a Person existing at the time such Person becomes a Subsidiary of the Issuer or is merged into or consolidated with, or its assets are acquired by, the Issuer or any Subsidiary of the Issuer, or within 120 days thereafter (provided that such Lien was not incurred in anticipation of such transaction and was in existence prior to such transaction) so long as such Lien extends only to such property thereon and the Indebtedness so secured is not increased;
- (4) Liens to secure Indebtedness incurred for the purpose of all or any part of a property’s purchase price or cost of construction or additions, repairs, alterations, or other improvements; provided that (a) the principal amount of any Indebtedness secured by such Lien does not exceed 100% of such property’s purchase price or cost, (b) such Lien does not extend to or cover any other property other than the property so purchased, constructed, or on which such additions, repairs, alterations, or other improvements were so made and (c) such Lien is incurred prior to or within 270 days after the acquisition of such property or the completion of construction or such additions, repairs, alterations, or other improvements and the full operation of such property thereafter;

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- (5) Liens in favor of the U.S. or any state thereof or other political subdivision, or any agency or instrumentality of any of the foregoing, to secure certain payments pursuant to any contract or statute;
 - (6) Liens for taxes or assessments or other governmental charges or levies which are not overdue for a period exceeding 60 days unless such Liens are being contested in good faith and for which adequate reserves are being maintained, to the extent required by GAAP;
 - (7) title exceptions, easements, licenses, leases, and other similar Liens imposed by law or arising in the ordinary course of business and that do not materially impair the use of the property subject thereto;
 - (8) Liens to secure obligations under worker's compensation laws, unemployment compensation, old-age pensions, and other social security benefits or similar legislation;
 - (9) Liens arising out of legal proceedings, including Liens arising out of judgments or awards;
 - (10) warehousemen's, materialmen's, carrier's, landlord's, and other similar Liens for sums not overdue for a period exceeding 60 days unless such Liens are being contested in good faith and for which adequate reserves are being maintained, to the extent required by GAAP;
 - (11) Liens incurred to secure the performance of statutory obligations, surety or appeal bonds, performance or return-of-money bonds, insurance, self-insurance, or other obligations of a like nature incurred in the ordinary course of business;
 - (12) Liens that are rights of set-off relating to the establishment of depository relations with banks not given in connection with the issuance of Indebtedness;
 - (13) Liens arising out of conditional sale, title retention, consignment, or similar arrangements for the sale of goods entered into by the Issuer or any of its Subsidiaries in the ordinary course of business;
 - (14) Liens in the Issuer's favor or the favor of any of the Issuer's Subsidiaries; or
 - (15) Liens to secure any extension, renewal, refinancing, or refunding (or successive extensions, renewals, refinancings, or refundings), in whole or in part, of any Indebtedness secured by Liens referred to in (1) through (14) above or Liens created in connection with any amendment, consent, or waiver relating to such Indebtedness, so long as such Lien does not extend to any other property and the Indebtedness so secured does not exceed the fair market value (as determined by the Issuer's board of directors) of the assets subject to such Liens at the time of such extension, renewal, refinancing, or refunding, or such amendment, consent, or waiver, as the case may be.

Notwithstanding the foregoing, any Liens securing the Notes granted pursuant to this section or as provided under Section 3.08 of the Indenture shall be automatically released and discharged upon the release by all holders of the Indebtedness secured by the Lien giving rise to the Lien securing the Notes (including any deemed release upon payment in full of all obligations under such Indebtedness), or, with respect to any particular Principal Property, upon any sale, exchange or transfer of such Principal Property to any Person that is not an affiliate of the Issuer.

For purposes of these Limitation on Liens provisions of the Notes, the following terms are applicable:

“Consolidated Net Tangible Assets” means, as of any date of determination, the total assets of the Issuer and its Subsidiaries on a consolidated basis less (a) all current liabilities and (b) the value of all goodwill, trade names, trademarks, service marks, patents, unamortized debt discount and expense and other intangible assets, all as shown on or reflected in the Issuer’s most recent consolidated balance sheet (including, without duplication, the notes related thereto) prepared in accordance with GAAP.

“Finance Lease” means any Indebtedness represented by a lease obligation of a Person incurred with respect to real property or equipment acquired or leased by such Person and used in its business that is required to be recorded as a finance lease in accordance with GAAP.

“GAAP” means generally accepted accounting principles set forth in the opinions and pronouncements of the Public Company Accounting Oversight Board (United States) and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect as of the date of determination.

“Indebtedness” of any Person means, without duplication (1) any obligation of such Person for money borrowed, (2) any obligation of such Person evidenced by bonds, debentures, notes, or other similar instruments, (3) any reimbursement obligation of such Person in respect of letters of credit or other similar instruments which support financial obligations which would otherwise become Indebtedness, and (4) any obligation of such Person under any Finance Lease; *provided*, however, that “Indebtedness” of such Person shall not include any obligation of such Person to any Subsidiary of such Person or to any Person with respect to which such Person is a Subsidiary.

“Lien” means any pledge, mortgage, lien, encumbrance, or other security interest.

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

“Principal Property” means (1) any manufacturing or research and development facility, together with the land upon which it is erected and fixtures comprising a part thereof, owned or leased by the Issuer or any Subsidiary and located within the continental U.S. and having a net book value which, on the date the determination as to whether a property is a Principal Property is being made, exceeds 1.5% of the Issuer’s Consolidated Net Tangible Assets other than any such facility or a portion thereof which the Issuer’s board of directors determines in good faith, at any time on or prior to such date, is not of material importance to the total business conducted, or assets owned, by the Issuer and its Subsidiaries as an entirety or (2) any shares of stock or Indebtedness of any Subsidiary owning a Principal Property.

“property” means any property or asset, whether real, personal or mixed, or tangible or intangible, including shares of capital stock.

“Subsidiary” of any specified Person means any corporation, limited liability company, limited partnership, association or other business entity of which more than 50% of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person or a combination thereof.

Defaults and Remedies.

If an Event of Default (other than certain bankruptcy Events of Default with respect to the Issuer) under the Indenture occurs with respect to the Notes and is continuing, then the Trustee may and, at the direction of the Holders of at least 25% in principal amount of the outstanding Notes, shall by written notice, require the Issuer to repay immediately the entire principal amount of the Outstanding Notes, together with all accrued and unpaid interest and premium, if any. If a bankruptcy Event of Default with respect to the Issuer occurs and is continuing, then the entire principal amount of the Outstanding Notes will automatically become due immediately and payable without any declaration or other act on the part of the Trustee or any Holder. Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee is not obligated to enforce the Indenture or the Notes unless it has received indemnity or security as it requires. The Indenture permits, subject to certain limitations therein provided, Holders of a majority in aggregate principal amount of the Notes then outstanding to direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of Notes notice of certain continuing defaults or Events of Default if it determines that withholding notice is in their interest.

For the avoidance of doubt, the Issuer’s failure to purchase Notes tendered for purchase following the occurrence of a Change of Control Triggering Event in accordance with the provisions of Section 7 hereof shall constitute an Event of Default pursuant to Section 4.01(b) of the Indenture.

Authentication.

This Note shall not be valid until the Trustee manually signs the certificate of authentication on this Note.

Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

CUSIP Numbers.

Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Issuer has caused CUSIP numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

Governing Law.

The laws of the State of New York shall govern the Indenture and this Note thereof.

Miscellaneous.

The Issuer shall not be required to pay any additional amounts on any of the Notes to any Person in respect of any tax, assessment or governmental charge withheld or deducted. The Issuer or the Trustee may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any exchange or registration of Notes. No service charge shall be made for any such transaction.

The Notes shall not be entitled to the benefit of any sinking fund.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature: _____

Sign exactly as your name appears on the other side of this Note.

Signature Guarantee:

Signature must be guaranteed

Signature

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

The original principal sum of this Global Security is [*] DOLLARS (\$[*]).

The following exchanges of a part of this Global Security for Notes, in definitive form or a part of another Global Security have been made:

Date of Exchange	Amount of decrease in principal amount of this Global Security	Amount of increase in principal amount of this Global Security	Principal amount of this Global Security following such decrease (or increase)	Signature of authorized officer of Trustee

PURCHASE EXERCISE NOTICE UPON A CHANGE OF
CONTROL TRIGGERING EVENT

To: Illumina, Inc.

The undersigned registered owner of this Security hereby acknowledges receipt of a notice from Illumina, Inc. (the “**Issuer**”) as to the occurrence of a Change of Control Triggering Event with respect to the Issuer and hereby directs the Issuer to pay, or cause the Trustee to pay, _____ an amount in cash equal to 101% of the aggregate principal amount of the Notes, or the portion thereof (which is an integral multiple of \$1,000, provided that the remaining principal amount, if any, following such purchase shall be at least \$2,000 or an integral multiple of \$1,000 in excess thereof) below designated, to be purchased plus interest accrued to, but excluding, the purchase date, except as provided in the Indenture.

Dated:

Signature

Principal amount to be purchased (an integral multiple of \$1,000):

Remaining principal amount following such purchase:

(zero or at least \$2,000 or an integral multiple of \$1,000 in excess thereof)

By: _____
Authorized Signatory



August 17, 2026

Illumina, Inc.

\$300,000,000 Principal Amount of 4.950% Notes due 2029

Ladies and Gentlemen:

We have acted as counsel for Illumina, Inc., a Delaware corporation (the “Company”), in connection with the public offering and sale by the Company of \$300,000,000 principal amount of the Company’s 4.950% Notes due 2029 (the “Securities”) issued pursuant to an Indenture dated as of March 12, 2021 (the “Base Indenture”), between the Company and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as Trustee (the “Trustee”) as supplemented by the Officer’s Certificate of the Company dated as of August 17, 2026, establishing the terms of the Notes (the “Officer’s Certificate” and, together with the Base Indenture, the “Indenture”).

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary or appropriate for the purposes of this opinion, including the Indenture and the Registration Statement on Form S-3 (Registration No. 333-281921), filed with the Securities and Exchange Commission (the “Commission”) on September 4, 2024 (the “Registration Statement”), for registration under the Securities Act of 1933 (the “Securities Act”) of various securities of the Company, to be issued from time to time by the Company. As to various questions of fact material to this opinion, we have relied upon representations of officers or directors of the Company and documents furnished to us by the Company without independent verification of their accuracy. In expressing the opinions set forth herein, we have assumed, with your consent and without independent investigation or verification, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to authentic original documents of all documents submitted to us as duplicates or copies and that the Indenture has been duly authorized, executed and delivered by, and represents a legal, valid and binding obligation of, the Trustee.

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CRAVATH, SWAINE & MOORE LLP

Based on the foregoing and subject to the qualifications set forth herein, we are of opinion that when the Securities are authenticated in accordance with the provisions of the Indenture and delivered and paid for, the Securities will constitute legal, valid and binding obligations of the Company (subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and other similar laws affecting creditors' rights generally from time to time in effect and to general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law).

We hereby consent to the filing of this opinion with the Commission as an exhibit to the Company's Current Report on Form 8-K dated the date hereof, and to the incorporation by reference of this opinion into the Registration Statement. We also consent to the reference to our firm under the caption "Legal Matters" in the Prospectus Supplement dated August 10, 2026, forming a part of the Registration Statement. In giving this consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

We are admitted to practice in the State of New York, and we express no opinion as to matters governed by any laws other than the laws of the State of New York and the General Corporation Law of the State of Delaware.

Very truly yours,
/s/ Cravath, Swaine & Moore LLP

Illumina, Inc.
5200 Illumina Way
San Diego, California 92122