

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

In re:

GAMIDA CELL INC.

Debtor.

Chapter 11

Case No. 24-11003 (JKS)

**DEBTOR’S MOTION FOR ENTRY OF AN ORDER (I) SCHEDULING COMBINED HEARING ON ADEQUACY OF DISCLOSURE STATEMENT AND CONFIRMATION OF PRE-PACKAGED PLAN; (II) APPROVING PROCEDURES FOR OBJECTING TO DISCLOSURE STATEMENT AND PRE-PACKAGED PLAN; (III) APPROVING PREPETITION SOLICITATION PROCEDURES AND FORM AND MANNER OF NOTICE OF COMMENCEMENT, COMBINED HEARING, AND OBJECTION DEADLINE; (IV) APPROVING NOTICE AND OBJECTION PROCEDURES FOR THE ASSUMPTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (V) CONDITIONALLY (A) DIRECTING THE UNITED STATES TRUSTEE NOT TO CONVENE SECTION 341(a) MEETING OF CREDITORS AND (B) WAIVING REQUIREMENT OF FILING SCHEDULES AND STATEMENTS AND RULE 2015.3 REPORTS; AND (VI) GRANTING RELATED RELIEF**

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The above-captioned debtor and debtor in possession (the “Debtor”) hereby submits this motion (the “Motion”) for the entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”):

- (i) scheduling a combined hearing (the “Combined Hearing”) on (a) the adequacy of the *Disclosure Statement for the Pre-Packaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.*, dated April 17, 2024 (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”), and (b) confirmation of the *Pre-Packaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.*, dated April 17, 2024 (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”);<sup>1</sup>
- (ii) approving the deadline (the “Plan/DS Objection Deadline”) and procedures for objecting to the adequacy of the Disclosure Statement and confirmation of the Plan;
- (iii) approving the prepetition solicitation procedures regarding votes to accept or reject the Plan (the “Solicitation Procedures”), including the forms of

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<sup>1</sup> Copies of the Disclosure Statement and Plan have been filed contemporaneously with this Motion. Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Plan or, if not defined in the Plan, in the Disclosure Statement.

ballots and the form and manner of the notice of the anticipated commencement of the Debtor's chapter 11 case (the "Chapter 11 Case"), the Combined Hearing, and the Plan/DS Objection Deadline (the "Combined Notice");

- (iv) approving the notice and objection procedures for the assumption of executory contracts and unexpired leases (the "Assumption Procedures");
- (v) conditionally (a) directing the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") not to convene a meeting of creditors (the "Creditors' Meeting") under section 341(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), and (b) waiving the requirement that the Debtor file schedules of assets and liabilities and statements of financial affairs (the "Schedules and Statements") and the periodic reports of financial information with respect to entities in which the Debtor's estate holds a controlling or substantial interest (the "Rule 2015.3 Reports") pursuant to rule 2015.3(a) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); and
- (vi) granting related relief.

### **JURISDICTION AND VENUE**

1. This Court has 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 February 29, 2012. This is a core proceeding within the meaning of 28 U.S.C. §157(b)(2) and, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), the Debtor consents to entry of a final order or judgment by this Court in connection with this Motion to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief sought herein are sections 105(d)(2)(B)(vi), 341, 1125, 1126, and 1128(a) of the Bankruptcy Code, Bankruptcy Rules 1007(c), 2002, 2003, 2015.3, 3016, 3017, 3018, and 3020(b)(1), and Local Rule 3017-1.

### **BACKGROUND**<sup>2</sup>

4. The Debtor, along with Gamida Cell Ltd. (“Parent,” and together with the Debtor, collectively, the “Company”), is a biotech company developing cutting edge technology which uses human cells to treat different blood related disorders including leukemia, lymphoma, and other severe blood conditions. The Debtor is a wholly owned U.S. subsidiary of Parent. The Debtor was created to assist with the commercialization of Parent’s products in the United States. The Company’s affairs and operations are conducted on a consolidated basis.

5. On March 26, 2024, the Company, the Consenting Creditors, the Senior Secured Agent, and the Unsecured Notes Trustee entered into the Restructuring Support Agreement. The Restructuring Support Agreement provided certain milestones that must be met to consummate the Restructuring Transactions, without which, the Company would have insufficient liquidity in the short-term to meet its ongoing obligations. The parties to the Restructuring Support Agreement also agreed that the Restructuring Transactions would need to be achieved on or before May 24, 2024.

6. On March 27, 2024, Parent commenced the proceeding currently pending before the District Court in Be’er-Sheva, initiated under the Bankruptcy and Economic Rehabilitation Law, 5778-2018 and Economic Rehabilitation Regulations, 5779-2019. Thereafter, following extensive proceedings before the Israeli Court, including a final evidentiary hearing on May 5,

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<sup>2</sup> The facts and circumstances supporting this Motion are set forth in the *Declaration of Abigail Jenkins, President and Chief Executive Officer of Gamida Cell Inc. in Support of Chapter 11 Petition, First Day Pleadings and Retention Applications* (the “First Day Declaration”) filed contemporaneously herewith, which is incorporated by reference.

2024, the Israeli Court approved the Parent's Debt Arrangement on May 8, 2024. A condition precedent to the effectiveness of the Debt Arrangement is its recognition by this Court and the confirmation of the Plan.

7. On April 22, 2024, Parent commenced with this Court a voluntary case under Chapter 15 of the Bankruptcy Code seeking to recognize the Debt Arrangement. On the date hereof (the "Petition Date"), the Debtor commenced this Chapter 11 Case. Provided that the Debtor remains in compliance with the Restructuring Support Agreement, the Company expects ordinary-course operations to continue substantially uninterrupted during and after the Chapter 11 Case.

8. In furtherance thereof, prior to the Petition Date, on April 17, 2024, the Debtor commenced a solicitation whereby it solicited acceptances from Holders of Claims against the Debtor derived from, based upon, or arising under (i) an Indenture, dated as of February 16, 2021 (the "Unsecured Notes Claims"), and (ii) a Loan and Security Agreement, dated as of December 12, 2022 (the "Senior Secured Loans Claims"), the only voting classes of creditors and interest holders with respect to the Plan. The Plan provides that the claims of general unsecured creditors (other than the claims of the Consenting Creditors) are unimpaired. As of the Petition Date, however, the Debtor does not believe it has any unsecured claims other than those of the Consenting Creditors.

9. Pursuant to the Plan, only the Highbridge entities, which are Holders of Senior Secured Loans Claims and Unsecured Notes Claims, were entitled to vote to accept or reject the Plan. No other classes under the Plan were entitled to vote, as the Plan contemplates that all other creditors of the Debtor will remain unimpaired under the Plan. Each Holder of a Senior Secured Loans Claim or an Unsecured Notes Claim submitted a Ballot in favor of the Plan.

10. The Plan is an integral (and the final) step in the Debtor's restructuring process. The Plan and the Restructuring Support Agreement will allow the Debtor to proceed expeditiously through chapter 11 to a successful emergence. The Restructuring Transactions contemplated by the Restructuring Support Agreement and the Plan will eliminate approximately \$75 million of the Debtor's funded debt obligations and all of the Debtor's creditors (other than the Consenting Creditors) shall remain unimpaired. With a substantially deleveraged balance sheet and go-forward liquidity, the Reorganized Debtor will be well positioned to implement the Company's business plan and achieve long-term success. And, without such go forward liquidity, the Debtor will have insufficient funds to meet its obligations in the near future.

11. The Plan and Restructuring Support Agreement also contemplate (i) the execution and delivery of the New Organizational Documents and such other applicable organizational, governance, or constitutive documents (if any) of the Reorganized Debtor (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtor and/or the Reorganized Debtor, as applicable), and the issuance, distribution, reservation, or dilution, as applicable, of the New Common Equity, as set forth herein; (ii) the execution and delivery of the Exit Facility Loan Agreement (including all actions to be taken, undertakings to be made, and obligations to be incurred and fees and expenses to be paid by the Debtor and/or the Reorganized Debtor, as applicable); and (iii) all transactions necessary to enable the New Common Equity to be issued to the Holders of the Allowed Unsecured Notes Claims (or its Permitted Designee) in a transaction that qualifies as a reorganization pursuant to Section 368(a) of the IRC to the extent the Debtor and the applicable Class of Holders determine such transactions are desirable.

12. The benefit of the Debtor's estate depends, in large part, on the Debtor's ability to proceed promptly to confirmation of the Plan and emergence from chapter 11. *First*, emerging swiftly from chapter 11, by May 24, 2024, will permit the Debtor to consummate its proposed comprehensive restructuring, which will provide the Debtor with, among other things, liquidity pursuant to the Exit Facility in the amount of up to \$45 million. Absent the funds provided pursuant to the Exit Facility, the Debtor would need to liquidate, and its general unsecured creditors in this case would receive substantially less than 100% of their claim, as contemplated under the Plan. *Second*, a protracted bankruptcy case and the incremental and unnecessary professional fees and other administrative costs would greatly diminish the limited funds the Debtor has left that could be used to pay unsecured creditors. Indeed, a protracted bankruptcy case and the severe liquidity issues, could result in the Debtor being unable to pay these administrative costs. *Third*, the timeline of this case does not unfairly prejudice any party that has an economic interest in the Debtor. The Plan has been unanimously accepted by all creditors entitled to vote on the Plan, leaves all other creditors unimpaired, and is supported by Parent, the Debtor's sole equity interest holder. Additionally, the Debtor has taken extensive prepetition and ongoing noticing efforts to ensure that all interested parties will have had ample notice of and an opportunity to participate in this Chapter 11 Case, including through publication of the commencement of the solicitation process in the USA Today National Edition and New York Times National Edition.

13. Thus, the Debtor is requesting that this Court schedule certain key dates and deadlines for the Chapter 11 Case that will ensure its swift emergence from bankruptcy and maximize value for all parties in interest with as little disruption to the operations of the Company as possible. To that end, on April 17, 2024, the Debtor served the Combined Notice on all known vendors, employees, contract and lease counterparties, Holders of Claims against the Debtor, and

Equity Interests in the Debtor contemporaneously with solicitation of the Voting Classes (as defined below). The Combined Notice provided notice that the Debtor would seek to have the Combined Hearing held on May 21, 2024 or as soon thereafter as the Court is available. Additionally, as set forth above, the Debtor also provided notice through the publication of the commencement of the solicitation process in the USA Today National Edition and New York Times National Edition. In light of the notice provided, the Debtor respectfully submits that the Proposed Confirmation Schedule (as defined below) complies with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules and Local Rules, is reasonable, and should be approved.

### **THE PLAN AND THE CHAPTER 11 CASE**

14. The Debtor commenced the Chapter 11 Case in order to obtain confirmation of and consummate the Plan. Pursuant to the Plan, the Debtor seeks to implement the Restructuring Support Agreement and complete the Restructuring Transactions as described above. Notably, all Allowed General Unsecured Claims (if any) will remain Unimpaired under the Plan.

15. The Plan was negotiated with the Consenting Creditors collectively holding 100% of the Senior Secured Loans Claims and 100% of the Unsecured Notes Claims. The Consenting Creditors agreed to vote in favor of the Plan, subject to the terms and conditions of the Restructuring Support Agreement.

16. The Plan classifies all Claims against and Equity Interests in the Debtor, other than Administrative Claims and Priority Tax Claims, as follows:

| <b><u>Class</u></b> | <b><u>Claims and Equity Interests</u></b> | <b><u>Status</u></b> | <b><u>Voting Rights</u></b>                  |
|---------------------|-------------------------------------------|----------------------|----------------------------------------------|
| Class 1             | Other Secured Claims                      | Unimpaired           | Not Entitled to Vote<br>(Presumed to Accept) |
| Class 2             | Other Priority Claims                     | Unimpaired           | Not Entitled to Vote<br>(Presumed to Accept) |
| Class 3             | Senior Secured Loans Claims               | Impaired             | Entitled to Vote                             |
| Class 4             | Unsecured Notes Claims                    | Impaired             | Entitled to Vote                             |

| <u>Class</u> | <u>Claims and Equity Interests</u> | <u>Status</u>           | <u>Voting Rights</u>                                          |
|--------------|------------------------------------|-------------------------|---------------------------------------------------------------|
| Class 5      | General Unsecured Claims           | Unimpaired              | Not Entitled to Vote (Presumed to Accept)                     |
| Class 6      | Intercompany Claims                | Unimpaired/<br>Impaired | Not Entitled to Vote (Presumed to Accept or Deemed to Reject) |
| Class 7      | Existing Interests                 | Impaired                | Not Entitled to Vote (Deemed to Reject)                       |

17. As set forth in more detail in the *Declaration of Alex Orchowski of Kroll Restructuring Administration, LLC Regarding Solicitation of Votes and Tabulation of Ballots Cast on the Pre-Packaged Plan of Reorganization of Gamida Cell Inc.* (the “Voting Declaration”) filed contemporaneously herewith, the Plan was unanimously supported by the voting Classes. Specifically, the percentages of Holders of Claims and Equity Interests in Classes entitled to vote on the Plan that voted to accept or reject the Plan are as follows:

| <u>Plan Class</u>                     | <u>Amount<br/>Accepting Plan</u><br>(% of Amount Voted) | <u>Amount<br/>Rejecting Plan</u><br>(% of Amount Voted) | <u>Number<br/>Accepting Plan</u><br>(% of Number Voted) | <u>Number<br/>Rejecting Plan</u><br>(% of Number Voted) |
|---------------------------------------|---------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------|
| CLASS 3 (SENIOR SECURED LOANS CLAIMS) | 100%                                                    | 0%                                                      | 100%                                                    | 0%                                                      |
| CLASS 4 (UNSECURED NOTES CLAIMS)      | 100%                                                    | 0%                                                      | 100%                                                    | 0%                                                      |

### **RELIEF REQUESTED**

18. By this Motion, pursuant to sections 105(d)(2)(B)(vi), 341, 1125, 1126, and 1128(a) of the Bankruptcy Code, Bankruptcy Rules 1007, 2002, 2003, 2015.3, 3016, 3017, 3018, and 3020(b)(1), and Local Rule 3017-1, the Debtor seeks entry of the Proposed Order: (i) scheduling the Combined Hearing on (a) the adequacy of the Disclosure Statement and (b) confirmation of

the Plan; (ii) approving the procedures for objecting to the adequacy of the Disclosure Statement and confirmation of the Plan; (iii) approving the Solicitation Procedures, including the forms of ballots and the form and manner of the notice of the anticipated commencement of the Chapter 11 Case, the Combined Hearing, and the Combined Notice; (iv) approving the Assumption Procedures; (v) conditionally (a) directing the U.S. Trustee not to convene the Creditors' Meeting and (b) waiving the requirement that the Debtor file Schedules and Statements and Rule 2015.3 Reports; and (vi) granting related relief.

19. The following table highlights the proposed key dates and deadlines relevant to the Solicitation Procedures and sets forth the Debtor's proposed dates for the Plan/DS Objection Deadline and the Combined Hearing (collectively, the "Proposed Confirmation Schedule"):

| <b>Event</b>                                                                                                         | <b>Date/Deadline</b>            |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Voting Record Date                                                                                                   | April 12, 2024                  |
| Commencement of Solicitation                                                                                         | April 17, 2024                  |
| Voting Deadline                                                                                                      | May 15, 2024 at 10:00 a.m. (ET) |
| Petition Date                                                                                                        | May 14, 2024                    |
| Plan/DS Objection Deadline                                                                                           | May 15, 2024 at 10:00 a.m. (ET) |
| Deadline to File Assumption Objections                                                                               | May 15, 2024 at 10:00 a.m. (ET) |
| Deadline to File Proposed Confirmation Order                                                                         | May 20, 2024 at 10:00 a.m. (ET) |
| Plan/Disclosure Statement Reply Deadline (including, to the extent applicable, replies to any Assumption Objections) | May 20, 2024 at 10:00 a.m. (ET) |
| Combined Hearing                                                                                                     | May 22, 2024                    |

20. For ease of reference, the following table summarizes the attachments and exhibits cited in this Motion:

| <b>Pleading</b>                                             | <b>Exhibit</b>                  |
|-------------------------------------------------------------|---------------------------------|
| Proposed Order                                              | Exhibit A to this Motion        |
| Proposed Combined Notice                                    | Exhibit 1 to the Proposed Order |
| Ballots                                                     |                                 |
| -- Form of Ballot for Class 3 – Senior Secured Loans Claims | Exhibit B-1 to this Motion      |
| -- Form of Ballot for Class 4 – Unsecured Notes Claims      | Exhibit B-2 to this Motion      |
| -- Form Notice of Non-Voting Status                         | Exhibit B-3 to this Motion      |

### **BASIS FOR RELIEF REQUESTED**

#### **A. SCHEDULING A COMBINED HEARING**

21. The Debtor seeks a Combined Hearing to consider approval of the Disclosure Statement and the Plan to be held, subject to this Court’s schedule, on May 22, 2024. This request complies with applicable statutes and rules, and will facilitate an expeditious reorganization on a schedule consistent with the dates set forth in the Restructuring Support Agreement. The Debtor further requests that the Proposed Order provide that the Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or in the filing of a notice or a hearing agenda in the Chapter 11 Case, and that notice of such adjourned date(s) will be available on the case website maintained by the Debtor’s voting agent, Kroll Restructuring Administration, LLC (the “Voting Agent”)<sup>3</sup> at <https://cases.ra.kroll.com/Gamida11> (the “Case Website”).

22. Bankruptcy Rules 2002(b) and 3017(a) require that twenty-eight (28) days’ notice be given by mail to all creditors and equity interest holders of the time fixed for filing objections to approval of a disclosure statement or confirmation of a plan of reorganization, subject to this

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<sup>3</sup> The Debtor has also filed an application seeking the appointment of Kroll Restructuring Administration, LLC as claims and noticing agent contemporaneously herewith, and will separately file an application to retain Kroll Restructuring Administration, LLC as administrative advisor to the Debtor.

Court's discretion to shorten such period under Bankruptcy Rule 9006(c)(1). Section 1128(a) of the Bankruptcy Code further provides, "[a]fter notice, the court shall hold a hearing on confirmation of a plan." In addition, Bankruptcy Rule 3017(c) provides, "[o]n or before approval of the disclosure statement, the court shall fix a time within which the holders of claims and interests may accept or reject the plan and may fix a date for the hearing on confirmation." Section 105(d)(2)(B)(vi) of the Bankruptcy Code provides that the Court may combine the hearing on approval of a disclosure statement with the hearing on confirmation of the related plan. 11 U.S.C. § 105(d)(2)(B)(vi).

23. The most difficult task required to effectuate a successful reorganization—the negotiation of consensual agreements with critical creditor constituencies—concluded in advance of the Petition Date. Likewise, the Debtor already has completed another significant and complex task required to effectuate a successful reorganization—the negotiation, formulation, and solicitation of a chapter 11 plan of reorganization—and, more importantly, obtained plan approval by receiving votes in favor of the Plan from the Holders of Senior Secured Loans Claims and Unsecured Notes Claims sufficient to satisfy the requirements of section 1126(c) of the Bankruptcy Code.<sup>4</sup> Significantly, each holder of Claims or Equity Interests that is entitled to vote actually submitted a ballot, reflecting sufficient notice was received by all impacted stakeholders. Accordingly, holding a Combined Hearing as set forth in the Proposed Confirmation Schedule will promote judicial economy and will allow the Debtor to effectuate its restructuring expeditiously and preserve value.

24. The Debtor believes that it is critical to confirm the Plan and emerge from the Chapter 11 Case as soon as possible not only to minimize the adverse effects of the chapter 11

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<sup>4</sup> See Paragraph 17 for voting results.

filing on the Company, but to expeditiously consummate the Restructuring Transactions and provide the Debtor with up to \$45 million in a form of the Exit Facility to fund its ongoing obligations in the near future. As discussed above, protracted bankruptcy proceedings will significantly and detrimentally impact the Company's relationships with customers, employees, financing counterparties and vendors and jeopardize the Debtor's ability to operate as a going concern. Moreover, if the Debtor is unable to consummate the Restructuring Transactions, the Debtor would likely need to liquidate, and its general unsecured creditors in this case would receive substantially less than the 100% recovery contemplated by the Plan. As a result of the foregoing, the Company and all of its stakeholders will suffer significant detrimental consequences if the Plan cannot be completed expeditiously and may be forced to liquidate. The Debtor believes that the Proposed Confirmation Schedule will result in prompt distributions to Holders of Claims and will serve to minimize administrative expenses of the Estate, thereby benefiting parties in interest in the Chapter 11 Case.

25. The Debtor submits that the Proposed Confirmation Schedule affords creditors, equity interest holders, and all other parties in interest adequate notice of the Chapter 11 Case and the Combined Hearing notwithstanding that the Debtor proposes to schedule the Combined Hearing on May 22, 2022, nine (9) days after the Petition Date. The Debtor served the Combined Notice on parties in interest by email or first-class mail simultaneously with the commencement of the Solicitation of the Plan on April 17, 2024, providing parties at least twenty-eight (28) days' notice of the Plan/DS Objection Deadline and thirty-five (35) days' notice of the Combined Hearing. The Combined Notice and Notice of Non-Voting Status provided instructions for obtaining copies of the Plan and Disclosure Statement and advised parties of important dates and deadlines, including the Voting Record Date, the Voting Deadline, the Plan/DS Objection

Deadline, and the Combined Hearing. As a result, the Proposed Confirmation Schedule provides parties with sufficient time to evaluate their rights in respect of the Plan prior to the proposed Combined Hearing thereon and, therefore, no party in interest will be prejudiced by the requested relief.

26. Courts in this district have approved similar confirmation schedules where the 28-day notice period with respect to the objection deadline and the 35-day notice period with respect to the combined hearing on confirmation of the plan and approval of the disclosure statement commenced prior to the filing of the chapter 11 case. *See, e.g., In re Highpoint Res. Corp.*, No. 21-10565 (CSS) (Bankr. D. Del. Mar. 16, 2021); *In re TNT Crane & Rigging, Inc.*, No. 20-11982 (BLS) (Bankr. D. Del. Aug. 25, 2020); *In re APC Automotive Techs. Intermediate Holdings, LLC*, No. 20-11466 (CSS) (Bankr. D. Del. June 4, 2020).

27. Accordingly, the Debtor respectfully requests entry of the Proposed Order, pursuant to section 105(d)(2)(B)(vi) of the Bankruptcy Code, setting the Combined Hearing for May 22, 2024, subject to this Court's schedule.

#### **B. APPROVAL OF THE DISCLOSURE STATEMENT**

28. At the Combined Hearing, the Debtor will seek approval of the Disclosure Statement. Under section 1125(a) of the Bankruptcy Code, a plan proponent must provide holders of impaired claims and interests with "adequate information" regarding a debtor's proposed plan of reorganization, which is defined as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such hypothetical investor of the relevant class to make an

informed judgment about the plan.

11 U.S.C. § 1125(a)(1).

29. Whether a disclosure statement contains adequate information is intended by Congress to be a flexible, fact-specific inquiry left within the discretion of the bankruptcy court:

Precisely what constitutes adequate information in any particular instance will develop on a case-by-case basis. Courts will take a practical approach as to what is necessary under the circumstances of each case, such as the cost of preparation of the statements, the need for relative speed in solicitation and confirmation, and, of course, the need for investor protection. There will be a balancing of interests in each case. In reorganization cases, there is frequently great uncertainty. Therefore the need for flexibility is greatest.

H.R. REP. NO.95-595, at 409 (1977), *reprinted in* 1978 U.S.C.C.A.N. 5963, 6365. *See also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (observing that “adequate information will be determined by the facts and circumstances of each case”); *Tex. Extrusion Corp. v. Lockheed Corp. (In re Tex. Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (opining that what constitutes adequate information is “subjective,” “made on a case by case basis,” and “largely in the discretion of the bankruptcy court”).

30. The Disclosure Statement is extensive and comprehensive. It contains descriptions of, among other things: (i) the Plan; (ii) the operation of the business of the Debtor and Parent; (iii) key events leading to the commencement of the Chapter 11 Case; (iv) the Debtor’s prepetition indebtedness; (v) the proposed capital structure of the Reorganized Debtor; (vi) financial information and projections that would be relevant to creditors’ and equity interest holders’ determinations of whether to accept or reject the Plan; (vii) a liquidation analysis describing the anticipated results in a hypothetical chapter 7 liquidation; (viii) risk factors regarding the Debtor and the Plan; and (ix) federal tax law consequences of the Plan.

31. Based on the foregoing, the Debtor will request at the Combined Hearing that this

Court approve the Disclosure Statement as meeting the requirements for “adequate information” under section 1125(a) of the Bankruptcy Code.

**C. APPROVAL OF THE SOLICITATION PROCEDURES AND FORMS OF SOLICITATION MATERIALS**

32. The Debtor also requests that this Court approve the Solicitation Procedures, including the Solicitation, balloting, tabulation, and related activities undertaken in connection with the Plan. As set forth below, the Debtor submits that the Solicitation Procedures comply with the various applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and should be approved.

**1. NON-SOLICITATION OF CLASSES PRESUMED TO ACCEPT OR DEEMED TO REJECT THE PLAN**

33. The Plan provides that specific Classes of Claims against, or Equity Interests in, the Debtor are presumed to accept or deemed to reject the Plan (collectively, the “Non-Voting Holders”). Specifically, the Plan provides that Holders of Claims in the following Classes are Unimpaired (collectively, the “Unimpaired Classes”): Classes 1, 2, 5, and 6. Pursuant to section 1126(f) of the Bankruptcy Code, each holder of a claim or interest in an unimpaired class is “conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class . . . is not required.” 11 U.S.C. § 1126(f). Accordingly, Holders of Claims in each of the Unimpaired Classes are conclusively presumed to accept the Plan and were not solicited.

34. Section 1126(g) of the Bankruptcy Code provides that “a class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or interests to receive or retain any property under the Plan on account of such claims or interests.” 11 U.S.C. § 1126(g). The Holders of Equity Interests in Class 7 are not entitled to any distribution or to retain any property pursuant to the Plan. Pursuant to section 1126(g) of the Bankruptcy Code, such Holders of Equity Interests are conclusively deemed to have

rejected the Plan and, thus, are not entitled to vote. Accordingly, the Debtor has not solicited votes from such Holders.

35. The Debtor is requesting a waiver of the requirement that it mail copies of the Plan and Disclosure Statement to Non-Voting Holders. *See* Fed. R. Bankr. P. 3017(d) (requiring transmission of court-approved disclosure statement to, *inter alia*, classes of unimpaired creditors and equity security holders). The Debtor submits that Bankruptcy Rule 3017(d) does not apply here because the Debtor solicited acceptances and rejections of the Plan on a prepetition basis, and, thus, there is no disclosure statement that was “approved by the court” to transmit. Alternatively, this Court should order that the Debtor is not required to provide those materials to Non-Voting Holders as it would be a significant and unnecessary administrative burden on the Debtor to transmit the Disclosure Statement and Plan to such Holders of Claims or Existing Interests.

36. In lieu of furnishing each of the Non-Voting Holders with a copy of the Plan and Disclosure Statement, the Debtor served such Non-Voting Holders the Combined Notice, which sets forth, among other things, a summary of the Plan and the treatment of such Non-Voting Holders’ Claims or Existing Interests, as well as the manner in which a copy of the Plan and the Disclosure Statement may be obtained.

37. The Solicitation Procedures undertaken by the Debtor and described herein with respect to the Non-Voting Holders comply with the Bankruptcy Code and should be approved. Accordingly, the Debtor respectfully requests that this Court approve the Solicitation Procedures with respect to these Classes.

## **2. SOLICITATION OF IMPAIRED CLASSES ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN**

38. Holders of Senior Secured Loans Claims (Class 3) and Holders of Unsecured Notes

Claims (Class 4) are entitled to vote to accept or reject the Plan (collectively, the “Voting Classes”).

39. On April 17, 2024, prior to the Petition Date, the Debtor commenced soliciting votes from members of the Voting Classes in accordance with the Solicitation Procedures described herein, the Bankruptcy Code, and the Local Rules by causing the Voting Agent to distribute copies of the solicitation package (the “Solicitation Package”) to members of the Voting Classes by e-mail and first class mail. The Solicitation Package includes copies of the Disclosure Statement and the exhibits thereto, including the Plan, the Combined Hearing Notice, and one or more ballots (the “Ballots”), as applicable, for each Holder of a Claim in a Voting Class.

40. The Solicitation Package advised recipients, among other things, of the May 15, 2024, deadline to vote on the Plan (the “Voting Deadline”). The Solicitation Package further advised recipients that Ballots must be returned to the Voting Agent and specified that Ballots must be returned via either electronic mail or first-class mail, overnight mail, or hand delivery to the address specified on the Ballots, and as described in the Disclosure Statement. Each Ballot also contained detailed instructions on how to complete it, including to cast a vote to accept or reject the Plan, and how to make any applicable elections contained therein. Each Holder was explicitly informed in the Disclosure Statement and applicable Ballot that such Holder needed to submit its Ballot so that it would be actually received by the Voting Agent on or before the Voting Deadline to be counted.

41. In addition, the Ballots and the Disclosure Statement advised of certain other causes that would result in a Ballot not being included in the tabulation of votes on the Plan, including, among others: any Ballot that was otherwise properly completed, executed and timely returned to the Voting Agent, but did not indicate an acceptance or rejection of the Plan, or that indicated both an acceptance and rejection of the Plan; any Ballot that is not fully or properly completed; any

unsigned Ballot and any Ballot that is not actually received by the Voting Agent by the Voting Deadline (unless the Debtor determines otherwise or as permitted by this Court).

42. The Debtor's procedures and standard assumptions for tabulating Ballots included:

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Votes Not Counted</b>    | <ul style="list-style-type: none"> <li>Any Ballot that was illegible or contained insufficient information to permit the identification of the Holder of the Claim.</li> <li>Any Ballot that was not actually received by the Voting Agent by the Voting Deadline (unless the Debtors determine otherwise or as permitted by the Bankruptcy Court).</li> <li>Any Ballot that did not contain a signature provided that signatures contained in Ballots submitted by electronic mail were deemed to be immediately legally effective.</li> <li>Any Ballot that partially rejected and partially accepted the Plan.</li> <li>Any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan.</li> <li>Any Ballot superseded by a later, timely submitted, valid, and properly executed Ballot.</li> <li>Any vote cast by a Person or entity that did not hold a Claim in a Voting Class as of the Voting Record Date.</li> </ul> |
| <b>No Vote Splitting</b>    | <ul style="list-style-type: none"> <li>Holders were required to vote all of their Claims within a particular Class either to accept or reject the Plan and were not permitted to split any votes.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Retention of Ballots</b> | <ul style="list-style-type: none"> <li>The Voting Agent is required to retain all paper copies of Ballots and all solicitation-related correspondence for one (1) year following the Effective Date, whereupon the Voting Agent is authorized to destroy and/or otherwise dispose of all paper copies of Ballots, printed solicitation materials including unused copies of the Solicitation Package and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such one (1) year period.</li> </ul>                                                                                                                                                                                                                                                                                                                                         |
| <b>Voting Amounts</b>       | <ul style="list-style-type: none"> <li>Claim amounts for voting purposes as to votes cast by Beneficial Owners of the Debtors' public securities were as evidenced in the records of the applicable indenture trustee and/or securities depository and applied to applicable positions held by the relevant Nominee as of the Voting Record Date, as evidenced by the record and depository listings of the applicable securities depository.<sup>5</sup></li> <li>With respect to Senior Secured Loans Claims, the amount of Senior Secured Loans Claims for voting purposes only were established based on the loan position held by each claimant, as of the Voting Record Date, as evidenced by the applicable books and records maintained by the administrative agent, which were provided to the Debtors or the Solicitation Agent in electronic Microsoft Excel format no later than one Business Day following the Voting Record Date.</li> </ul>      |

43. As set forth in the Voting Declaration, the Voting Classes have voted to accept the Plan.

<sup>5</sup> Prior to the Solicitation Commencement Date, Kroll received confirmation from counsel to the indenture trustee for the Unsecured Notes Claims and the sole Nominee holding a position in the Unsecured Notes Claims that all outstanding Unsecured Notes Claims were held by Highbridge entities as of the Voting Record Date. As a result, Kroll did not forward Solicitation Packages to the banks, brokers, nominees, and depositories associated with the Unsecured Notes Claims, and instead, sent Solicitation Packages and Ballots directly to the Highbridge entities.

**3. FORM OF BALLOT**

44. Bankruptcy Rule 3017(d) requires that the Debtor use a form of ballot substantially conforming to Official Form No. 314. The Ballots, copies of which are annexed as Exhibits B-1 and B-2 to this Motion, are based on Official Form No. 314, but were modified to address the particular aspects of the Chapter 11 Case and the Plan and to be relevant and appropriate for each Voting Class. With respect to the Voting Classes, the Debtor distributed two forms of Ballots: (i) a form of Ballot for Holders of Senior Secured Loans Claims and (ii) a form of Ballot for Holders of Unsecured Notes Claims.

45. As set forth above, to be counted as votes to accept or reject the Plan, the Ballots were required to be properly executed, completed, and delivered to the Voting Agent so that they were received no later than the Voting Deadline.

**4. COMPLIANCE WITH NON-BANKRUPTCY SECURITIES LAWS APPLICABLE TO PREPETITION SOLICITATION**

46. Prepetition solicitation generally must comply with applicable federal or state securities laws and regulations (including the registration and disclosure requirements thereof) or, if such laws and regulations do not apply, the solicited holders must receive “adequate information” under section 1125 of the Bankruptcy Code. 11 U.S.C. §§ 1125(g), 1126(b). Because the Debtor’s prepetition solicitation will be made in reliance on exemptions provided under the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa and under similar state securities laws and regulations, the applicable federal or state securities laws and regulations (including the registration and disclosure requirements thereof) will not apply to the Debtor’s prepetition solicitation. As discussed more fully above, the Debtor will seek a determination from this Court at the Combined Hearing that all solicited holders of Claims in the Voting Classes received “adequate information” as defined by section 1125(a)(1) of the Bankruptcy Code, in accordance

with section 1126(b)(2) of the Bankruptcy Code.

47. Courts in this jurisdiction have granted relief substantially similar to the relief requested herein. *See, e.g., In re Dixie Electric, LLC*, Case No. 18-12477 (KG) (Bankr. D. Del. Nov. 5, 2018); *In re Mattress Firm, Inc.*, Case No. 18-12241 (CSS) (Bankr. D. Del. Oct. 9, 2018); *In re Ascent Resources Marcellus Holdings, LLC*, Case No. 18-10265 (LSS) (Bankr. D. Del. Feb. 9, 2018).

48. Accordingly, the Debtor respectfully submits that the Solicitation Procedures satisfy section 1126(b)(2) of the Bankruptcy Code because all holders in the Voting Classes received “adequate information” as that term is used in section 1125(a) of the Bankruptcy Code and, accordingly, the Solicitation Procedures should be approved.

## **5. VOTING RECORD DATE AND VOTING DEADLINE**

49. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a plan of reorganization, “creditors and equity security holders shall include holders of stock, bonds, debentures, notes, and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing.” Fed R. Bankr. P. 3017(d). Bankruptcy Rule 3018(b) contains a similar provision regarding determination of the record date for voting purposes. Bankruptcy Rule 3018(b) provides, among other things, that prepetition acceptances or rejections of a plan are valid only if the plan was “transmitted to substantially all creditors and equity security holders of the same class” and that the time for voting was not “unreasonably short.”

50. The Solicitation Packages were distributed on April 17, 2024, to all Holders of Claims in the Voting Classes as of April 12, 2024 (the “Voting Record Date”). The Voting Record Date and the Voting Deadline were identified clearly in the Disclosure Statement and in each of the Ballots.

51. All Holders of Claims in the Voting Classes will have been provided adequate time to consider the materials in the Solicitation Packages. As an initial matter, the Consenting Creditors played an instrumental role in negotiating the terms of the Plan and Disclosure Statement with the Debtor. Sufficient notice of the Voting Deadline is further evidenced by the full participation by Holders of Claims in the Voting Classes, with 100% of the Holders of Senior Secured Loans Claims and Unsecured Notes Claims submitting Ballots (all in favor of the Plan). Accordingly, the Debtor submits that the 28-day solicitation period is sufficient and appropriate.

**D. CONFIRMATION OF THE PLAN**

52. The Debtor believes that the Plan satisfies all of the requirements for confirmation under the Bankruptcy Code. As noted above, the Debtor has requested that this Court schedule the Combined Hearing, at which time the Debtor will seek confirmation of the Plan. The Debtor will file a brief in support of confirmation that, among other things, demonstrates that the Plan satisfies the requirements for plan confirmation set forth in section 1129 of the Bankruptcy Code. The Debtor will file a reply responding to objections to confirmation, if any, prior to the Combined Hearing as set forth in the Proposed Confirmation Schedule.

**E. DEADLINE AND PROCEDURES FOR OBJECTIONS TO THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN**

53. Bankruptcy Rule 3017(a) authorizes this Court to fix a time for filing objections to the adequacy of a disclosure statement and Bankruptcy Rule 3020(b)(1) authorizes this Court to fix a time for filing objections to a plan of reorganization. Further, Bankruptcy Rule 2002(b) requires at least twenty-eight (28) days' notice be given by mail to all creditors of the time fixed for filing objections to approval of a disclosure statement and confirmation of a plan of reorganization.

54. The Debtor requests that this Court set May 15, 2024 at 10:00 a.m. (ET), as the

deadline for filing objections to the adequacy of the Disclosure Statement or confirmation of the Plan (including, to the extent applicable, any objections to the Assumption Procedures discussed below). The proposed Plan/DS Objection Deadline will provide creditors and equity interest holders with sufficient notice of the deadline for filing objections to the Disclosure Statement and Plan, while still affording the Debtor and any parties in interest time to file a response and resolve consensually as many of those objections as possible.

55. The Debtor further requests that this Court direct that any objections to the adequacy of the Disclosure Statement or confirmation of the Plan (each, a “Plan/DS Objection”) must: (i) be in writing; (ii) conform to the applicable Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objector, the nature and amount of Claims or Equity Interests held or asserted by the objector against the Debtor’s estate or properties, the basis for the objection, and the specific grounds therefor; and (iv) be filed with the Court, together with proof of service, no later than Plan/DS Objection Deadline. In addition to being filed with the Court, any Plan/DS Objections must be served on the following parties (collectively, the “Notice Parties”) so as to be received by the Plan/DS Objection Deadline: (a) the Debtor, Gamida Cell Inc., 116 Huntington Ave, 7th Floor, Boston, MA 02116; (b) proposed co-counsel to the Debtor, (i) Blank Rome LLP, (x) 1201 N. Market Street, Suite 800, Wilmington, DE 19801 (Attn: Stanley B. Tarr [stanley.tarr@blankrome.com], John Lucian [john.lucian@blankrome.com], and Lawrence R. Thomas III [lorenzo.thomas@blankrome.com]) and (y) 1271 Avenue of the Americas, New York, NY 10020 (Attn: Evan J. Zucker [evan.zucker@blankrome.com]) and (ii) Cooley LLP, (x) 55 Hudson Yards, New York, NY 10001 (Attn: Michael Klein [mklein@cooley.com] and Evan Lazerowitz [elazerowitz@cooley.com]) and (y) 1299 Pennsylvania Avenue, NW, Suite 700, Washington, DC 20004 (Attn: Olya Antle [oantle@cooley.com]); (c) counsel to Highbridge,

(i) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Kara Hammond Coyle [kcoyle@ycst.com]) and (ii) King & Spalding LLP, 110 N Wacker Drive, Suite 3800, Chicago, IL 60606 (Attn: Matthew Warren [mwarren@kslaw.com], Geoffrey M. King [gking@kslaw.com], Amy Cho [acho@kslaw.com], and Miguel Cadavid [mcadavid@kslaw.com]); (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jonathan Lipshie [jon.lipshie@usdoj.gov] and Malcolm Bates [malcolm.m.bates@usdoj.gov]); and (e) counsel to any statutory committee appointed in the Chapter 11 Case.

56. Plan/DS Objections could have been asserted prior to the Petition Date by delivering such objections to proposed counsel to the Debtor, with a copy to the other Notice Parties. Immediately upon the commencement of the Chapter 11 Case, the Debtor will file any Plan/DS Objections received by the Debtor prior to the Petition Date on the Court's docket on behalf of the objecting party.

57. If Plan/DS Objections are filed, providing sufficient time for the Debtor and other parties in interest in the Chapter 11 Case to respond in support of the Plan (or, if possible, resolve the Plan/DS Objections), as requested herein, will assist the Court in potentially expediting the Combined Hearing. However, pursuant to Local Rule 9006-1(d), replies to the Plan/DS Objections would be due by 4:00 p.m. (ET) on May 19, 2024, the day before the agenda for the Combined Hearing must be filed giving the Debtor and other parties in interest, at most, only two (2) business days to prepare replies. *See* Del. Bankr. L.R. 9006-1(d). Accordingly, the Debtor requests a slight deviation from the requirements of Local Rule 9006-1(d) and proposes that the Debtor be afforded an opportunity to file a response to Plan/DS Objections no later than May 20, 2024, at 10:00 a.m. (ET).

**F. APPROVAL OF FORM AND MANNER OF NOTICE OF THE COMMENCEMENT OF THE CHAPTER 11 CASE, THE COMBINED HEARING, AND THE PLAN/DS OBJECTION DEADLINE**

58. Bankruptcy Rule 2002(f)(1) provides that notice of “the order for relief” shall be sent by mail to all creditors. Bankruptcy Rule 2002(d) similarly provides that, unless otherwise ordered by the court, notice of the “order for relief” shall be given to all of the Debtor’s equity security holders. Simultaneously with the commencement of solicitation on April 17, 2024, the Debtor served the Combined Notice, substantially in the form annexed hereto as Exhibit 1 to the Proposed Order, on all known vendors, employees, contract and lease counterparties and Holders of Claims against Debtor, and Holders of Equity Interests in the Debtor, setting forth, among other things, (i) the anticipated filing date of the chapter 11 case; (ii) the anticipated date and location of the Combined Hearing and instructions for obtaining additional information regarding the Combined Hearing, including the time of such hearing and courtroom where the Combined Hearing will be held; (iii) instructions for obtaining copies of the Disclosure Statement and Plan; and (iv) the Plan/DS Objection Deadline and procedures for filing Plan/DS Objections. To provide another layer of notice to parties in interest in this case, the Debtor will post, or has posted, to the Case Website various chapter 11 documents, including the following: (i) the Plan, (ii) the Disclosure Statement, (iii) this Motion and any orders entered in connection with this Motion, and (iv) the Combined Notice. In addition, the Debtors published a form of the Combined Notice in the New York Times and USA Today so as to provide notice to any third-party Holders of Claims and/or Interests that are unknown to, or not reasonably ascertainable by, the Debtors.

59. The Debtor submits that service of the Combined Notice as set forth herein provided sufficient notice to all parties in interest of the commencement of the Chapter 11 Case, the date, time, and place of the Combined Hearing, and the procedures for filing Plan/DS Objections, as evidenced by every member of the Voting Class submitting Ballots.

**G. PROCEDURES IN RESPECT OF THE ASSUMPTION OF EXECUTORY CONTRACTS OR UNEXPIRED LEASES PURSUANT TO THE PLAN**

60. The Plan provides that, except as otherwise set forth in the Plan, or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, or unless such executory contract or unexpired lease (1) expired or terminated pursuant to its own terms before the Effective Date or (2) is the subject of a motion to reject filed on or before the Effective Date, as of the Effective Date, the Debtor shall be deemed to have assumed each executory contract and unexpired lease to which it is a party, in accordance with and subject to the provisions and requirements of sections 365(a) and 1123 of the Bankruptcy Code. The Debtor proposes to follow the following Assumption Procedures with respect to the assumption of executory contracts and unexpired leases pursuant to the Plan.

61. The proposed cure amount (the “Cure Amount”) for any executory contract or unexpired lease that is assumed pursuant to the Plan shall be zero dollars (\$0) unless otherwise indicated in the Schedule of Proposed Cure Amounts attached to the Plan Supplement as Exhibit D. On April 17, 2024, as part of the Combined Notice, the Debtor notified executory contract and lease counterparties that the Cure Amount shall be zero dollars as of the Petition Date. Additionally, on May 8, the Debtor also served on such parties the *Notice of Schedules of Assumed Executory Contracts and Unexpired Leases and Proposed Cure Amounts in Connection with the Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.*

62. Responses or objections (each an “Assumption Objection”), if any, to (a) the assumption or (b) the Cure Amount related to any contracts or leases to be assumed under the Plan must: (i) be in writing; (ii) conform to the applicable Federal Rules and the Local Rules; (iii) set forth the name of the objecting party, the basis for the objection, and the specific grounds therefor; and (iv) be filed with the Court and served on the Notice Parties so as to be received by May 15,

2024 at 10:00 a.m. (ET). Any objection to the Cure Amount set forth in the Combined Notice shall state with specificity the Cure Amount the objecting party believes is required and provide appropriate documentation in support thereof.

63. Assumption Objections could have been asserted prior to the Petition Date by delivering such objections to proposed counsel to the Debtor, with a copy to the other Notice Parties. Immediately upon the commencement of the Chapter 11 Case, the Debtor will file any Assumption Objections received by the Debtor prior to the Petition Date on the Court's docket on behalf of the objecting party.

64. For each executory contract or unexpired lease as to which an Assumption Objection is timely asserted and that is not otherwise resolved by the parties on or before the date of the Combined Hearing, the Debtor, subject to the availability of this Court, may schedule a hearing on such Assumption Objection and provide at least twenty-one (21) calendar days' notice of such hearing to the party filing such Assumption Objection. Unless this Court expressly orders or the parties agree otherwise, any assumption approved by this Court notwithstanding an Assumption Objection shall be effective as of the Effective Date. Any cure payment shall be made in accordance with the terms of the Plan following the entry of a Final Order or orders resolving the dispute and approving the assumption unless the Debtor elects to reject the executory contract or unexpired lease as described herein.

65. If the Debtor, in its discretion, determines that the amount asserted to be the necessary "cure" amount would, if ordered by this Court, make the assumption of the executory contract or unexpired lease imprudent, then the Debtor may elect to (1) reject the relevant executory contract or unexpired lease or (2) request an expedited hearing on the resolution of the "cure" dispute, exclude assumption or rejection of the contract or lease from the scope of the

Confirmation Order, and retain the right to reject the executory contract or unexpired lease pending the outcome of such dispute.

66. Nothing contained in the Combined Notice or Plan shall constitute an admission by the Debtor, Reorganized Debtor, or any other party that a contract or lease is in fact an executory contract or unexpired lease or that the Debtor or Reorganized Debtor has any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption, the Debtor or Reorganized Debtor, as applicable, shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter its treatment of such contract or lease, including by rejecting such contract or lease *nunc pro tunc* to the Confirmation Date.

67. Any counterparty to an assumed executory contract or unexpired lease that fails to make its Assumption Objection to the proposed assumption or Cure Amount prior to the deadlines set forth herein (i) shall be deemed to have assented to such proposed assumption or Cure Amount and shall be deemed to have forever released and waived such Assumption Objection and shall be precluded from being heard at the Combined Hearing with respect to such objection; (ii) shall be forever barred from asserting against the Reorganized Debtor, or its property, any default existing as of the Effective Date or any counterclaim, defense, setoff or any other interest asserted or assertable as of the Effective Date against the Debtor; and (iii) shall be forever barred from imposing or charging against the Reorganized Debtor any accelerations, increases or any other fees as a result of any assumption or rejection pursuant to the Plan. The Reorganized Debtor may, in its sole discretion, settle Assumption Objections without any further notice to or action by this Court or any other party (including by paying any agreed “cure” amounts).

68. The procedures set forth above are designed to facilitate the prompt and efficient

completion of the Debtor's restructuring, while also affording counterparties sufficient time to assert any Assumption Objections with respect to their executory contracts or unexpired leases. Accordingly, the Debtor respectfully submits that the Assumption Procedures are appropriate under the circumstances and respectfully requests that this Court approve and deem adequate and sufficient the Assumption Procedures.

**H. EXTENSION AND CONDITIONAL WAIVER OF THE CREDITORS' MEETING AND THE FILING OF SCHEDULES AND STATEMENTS AND RULE 2015.3 REPORTS**

69. The Debtor also submits that the circumstances of the Chapter 11 Case merit a conditional waiver of the requirements that (a) the U.S. Trustee convene the Creditors' Meeting and (b) the Debtor file the Schedules and Statements and Rule 2015.3 Reports. This relief is appropriate under the circumstances because the Debtor solicited acceptances of the Plan prepetition, obtained requisite voting support for confirmation and expects near-term confirmation of the Plan, followed by immediate emergence from chapter 11.

**1. CREDITORS' MEETING**

70. While section 341 of the Bankruptcy Code requires the U.S. Trustee to convene and preside at a meeting of creditors, it also allows a court to waive the requirement of a meeting of creditors or equity holders if a debtor has filed a plan on the petition date and solicited acceptances of a plan prior to the commencement of a chapter 11 case. Specifically, section 341(e) of the Bankruptcy Code provides that:

Notwithstanding subsections (a) and (b), the court, on the request of a party in interest and after notice and a hearing, for cause may order that the [U.S. Trustee] not convene a meeting of creditors or equity security holders if the debtor has filed a plan as to which the debtor solicited acceptances prior to the commencement of the case.

11 U.S.C. § 341(e).

71. The Debtor filed the Plan contemporaneously with this Motion on the Petition Date,

and, prior to the Petition Date, the Debtor solicited votes to accept or reject the Plan, and as set forth above, was overwhelmingly approved.

72. Cause exists to grant a conditional waiver of the Creditors' Meeting as set forth herein because, other than the Holders of Subordinated Note Claims, unsecured creditors holding Allowed Claims will be Unimpaired under the Plan. In addition, Holders of Claims entitled to vote on the Plan will not be harmed because they were adequately represented during the Plan negotiation process. Specifically, the Debtor negotiated the terms of the Plan with a significant percentage of the Holders of Senior Secured Loans Claims (Class 3) and Unsecured Notes Claims (Class 4). The Debtor thus respectfully submits that such creditors are not prejudiced by the lack of a Creditors' Meeting. For these reasons, the Debtor submits that sufficient "cause" exists to grant a conditional waiver of the requirement of a Creditors' Meeting at the present time, with the waiver to become permanent assuming the Plan becomes effective within seventy-five (75) days of the Petition Date (the "Waiver Deadline").

## **2. SCHEDULES AND STATEMENTS**

73. The Debtor also requests that the time for filing the Schedules and Statements be extended until the Waiver Deadline and waived in the event the Plan becomes effective on or prior to that date. Under the terms of the Plan, only Holders of Senior Secured Loans Claims and Unsecured Notes Claims are entitled to vote, and Holders of all other Claims or Equity Interests are Unimpaired or not entitled to any recovery. Consequently, the Debtor does not plan to establish a bar date in the Chapter 11 Case. Accordingly, the Schedules and Statements would not serve their traditional purpose in the Chapter 11 Case.

74. Bankruptcy Rule 1007 requires that a debtor file schedules and statements within fourteen (14) days of the petition date, unless the Court grants an extension of such time for "cause." FED. R. BANKR. P. 1007(c) (permitting extension of time to file schedules and statements

“on motion for cause shown”). Sufficient cause exists here because requiring the Debtor to file Schedules and Statements would divert management’s time and attention from ensuring a smooth transition into chapter 11. The Schedules and Statements, even if filed by the current deadline, would be of no real benefit to most parties in interest in the Chapter 11 Case at that point, but would require a substantial expenditure of time and resources by the Debtor to prepare and file.

75. Therefore, this Court should only require the Debtor to file Schedules and Statements if the Plan does not become effective prior to the Waiver Deadline. Courts in this District have waived the requirements for a debtor to file Schedules and Statements in other pre-packaged chapter 11 cases under similar circumstances. *See e.g., In re Mattress Firm, Inc.*, Case No. 18-12241 (CSS) (Bankr. D. Del. Oct. 9, 2018); *In re Keystone Tube Co.*, No. 17-11330 (LSS) (Bankr. D. Del. June 20, 2017); *In re Key Energy Servs., Inc.*, No. 16-12306 (BLS) (Bankr. D. Del. Oct. 25, 2016).

### **3. RULE 2015.3 REPORTS**

76. Similarly, the Debtor also requests that the time for filing the Debtor’s first Rule 2015.3 Report be extended until the Waiver Deadline and waived in the event the Plan becomes effective on or prior to that date. Bankruptcy Rule 2015.3(a) provides that a debtor must file periodic financial reports regarding the value, operations, and profitability of non-debtor entities in which the debtor holds a substantial or controlling interest no later than seven days before the Creditors’ Meeting under section 341 of the Bankruptcy Code. Subsequent Rule 2015.3 Reports are to be filed not less frequently than every six months thereafter until the effective date of a plan or dismissal or conversion of the case. The purpose of Bankruptcy Rule 2015.3 is “to assist parties in interest [in] taking steps to ensure that the debtor’s interest” in an entity in which the debtor holds a substantial or controlling interest “is used for the payment of allowed claims against the debtor.” PUB. L. NO. 109-8 § 419(b) (2005). As with Bankruptcy Rule 1007, pursuant to

Bankruptcy Rule 2015.3 the Court may modify a debtor's obligations "for cause."

77. As discussed above, the Debtor has concomitantly requested a waiver of the Creditors' Meeting but, out of an abundance of caution, also requests an extension of the time required to file the first Rule 2015.3 Report. As with the Schedules and Statements, cause exists in this pre-packaged Chapter 11 Case to extend the deadline to file the first Rule 2015.3 Report and to waive the reporting requirements of Bankruptcy Rule 2015.3 in the event that the Plan becomes effective on or prior to the Waiver Deadline. As discussed above, all secured, priority, and general unsecured claims, other than Holders of Senior Secured Loans Claims and Unsecured Notes Claims (which were adequately represented during the Plan negotiation process and have overwhelmingly voted to accept the Plan), are Unimpaired under the Plan. Requiring the Debtor to file the 2015.3 Reports would be burdensome to the Debtor and its management without serving the stated purpose of Bankruptcy Rule 2015.3, which is to help maximize recoveries to the Debtor's creditors.

78. Similar conditional waivers of the requirements of Bankruptcy Rule 2015.3 have been granted in pre-packaged chapter 11 cases in this District. *See, e.g., In re HCR ManorCare, Inc.*, Case No. 18-10467 (KG) (Bankr. D. Del. Mar. 6, 2018); *In re GateHouse Media, Inc.*, Case No. 13-12503 (MFW) (Bankr. D. Del. Sept. 30, 2013); *In re SuperMedia Inc.*, Case No. 13-10545 (KG) (Bankr. D. Del. Mar. 19, 2013). For the reasons discussed above, similar relief is appropriate in this case as well.

79. The Debtor reserves the right to supplement this Motion and request that any relief granted be without prejudice to the Debtor's ability to seek further extension or modification of the requirements (a) to file Schedules and Statements and Rule 2015.3 Reports and (b) for the U.S. Trustee to convene the Creditors' Meeting. In this regard, the Debtor requests that this Court

authorize the Debtor to further extend the deadline to file Schedules and Statements and Rule 2015.3 Reports and convene a Creditors' Meeting without filing a supplemental motion so long as they have procured advance consent from the U.S. Trustee.

### **NOTICE**

80. The Debtor has provided notice of this Motion to: (i) the U.S. Trustee; (ii) those creditors holding the twenty (20) largest unsecured claims against the Debtor's estate; (iii) the Office of the United States Attorney for the District of Delaware; (iv) the Internal Revenue Service; and (v) counsel to Highbridge. Notice of this Motion and any order entered on this Motion will be served as required by Local Rule 9013-1(m).

81. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is necessary.

### **CONCLUSION**

WHEREFORE, the Debtor requests entry of the Proposed Order, substantially in the form attached hereto as Exhibit A, granting the relief requested and such other and further relief as is just and proper.

Dated: May 13, 2024  
Wilmington Delaware

### **BLANK ROME LLP**

/s/ Stanley B. Tarr

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*Proposed Counsel to the Debtor and Debtor  
in Possession*

**EXHIBIT A**

**Proposed Order**

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

In re:

GAMIDA CELL INC.

Debtor.

Chapter 11

Case No. 24-11003 (JKS)

**ORDER (I) SCHEDULING COMBINED HEARING ON ADEQUACY OF DISCLOSURE  
STATEMENT AND CONFIRMATION OF PRE-PACKAGED PLAN; (II) APPROVING  
PROCEDURES FOR OBJECTING TO DISCLOSURE STATEMENT AND PRE-  
PACKAGED PLAN; (III) APPROVING PREPETITION SOLICITATION PROCEDURES  
AND FORM AND MANNER OF NOTICE OF COMMENCEMENT, COMBINED  
HEARING, AND OBJECTION DEADLINE; (IV) APPROVING NOTICE AND  
OBJECTION PROCEDURES FOR THE ASSUMPTION OF EXECUTORY CONTRACTS  
AND UNEXPIRED LEASES; (V) CONDITIONALLY (A) DIRECTING THE UNITED  
STATES TRUSTEE NOT TO CONVENE SECTION 341(a) MEETING OF CREDITORS  
AND (B) WAIVING REQUIREMENT OF FILING SCHEDULES AND STATEMENTS  
AND RULE 2015.3 REPORTS; AND (VI) GRANTING RELATED RELIEF**

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Upon consideration of the motion (the “Motion”)<sup>1</sup> of the above-captioned debtor and debtor in possession (the “Debtor”) for entry of an order (this “Order”), (i) scheduling the Combined Hearing; (ii) approving the deadline and procedures for objecting to the adequacy of the Disclosure Statement and confirmation of the Plan; (iii) approving the Solicitation Procedures and the Combined Notice; (iv) approving the Assumption Procedures; (v) conditionally (a) directing the U.S. Trustee to not convene the Creditors’ Meeting and (b) waiving the requirement that the Debtor file Schedules and Statements and Rule 2015.3 Reports; and (vi) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein 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 February 29, 2012; and consideration of the Motion and the

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<sup>1</sup> Capitalized terms used but not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court being able to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the parties listed therein, and it appearing that no other or further notice need be provided; and this Court having reviewed the Motion; and this Court having held a hearing on the Motion; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and all parties in interest; and upon all of the proceedings had before this Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Combined Hearing, at which time this Court will consider, among other things, the adequacy of the Disclosure Statement and confirmation of the Plan, shall be held before this Court **on May 22, 2024 at \_\_\_\_\_ (ET)**. The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or in the filing of a notice or a hearing agenda in the Chapter 11 Case, and notice of such adjourned date(s) will be available on the Case Website.
3. Any objections to the adequacy of the Disclosure Statement or confirmation of the Plan (the “Plan/DS Objections”) must: (i) be in writing; (ii) conform to the applicable Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objector, the nature and amount of Claims or Equity Interests held or asserted by the objector against the Debtor’s estate or properties, the basis for the objection and the specific grounds therefor; and (iv) be filed with this Court, together with

proof of service, no later than **10:00 a.m. (ET) on May 15, 2024** (the “Plan/DS Objection Deadline”). Any objections to the assumption of executory contracts and unexpired leases or Cure Amounts (the “Assumption Objections”) must: (i) be in writing; (ii) conform to the applicable Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objecting party, the basis for the objection, and the specific grounds therefor; and (iv) be filed with this Court, together with a proof of service, no later than **10:00 a.m. (ET) on May 15, 2024**. In addition to being filed with the Court, any Plan/DS Objections or Assumption Objections must be served on the following parties (collectively, the “Notice Parties”) so as to be received by such deadlines: (a) the Debtor, Gamida Cell Inc., 116 Huntington Ave, 7th Floor, Boston, MA 02116; (b) proposed co-counsel to the Debtor, (i) Blank Rome LLP, (x) 1201 N. Market Street, Suite 800, Wilmington, DE 19801 (Attn: Stanley B. Tarr [stanley.tarr@blankrome.com], John Lucian [john.lucian@blankrome.com], and Lawrence R. Thomas III [lorenzo.thomas@blankrome.com]) and (y) 1271 Avenue of the Americas, New York, NY 10020 (Attn: Evan J. Zucker [evan.zucker@blankrome.com]) and (ii) Cooley LLP, (x) 55 Hudson Yards, New York, NY 10001 (Attn: Michael Klein [mklein@cooley.com] and Evan Lazerowitz [elazerowitz@cooley.com]) and (y) 1299 Pennsylvania Avenue, NW, Suite 700, Washington, DC 20004 (Attn: Olya Antle [oantle@cooley.com]); (c) counsel to Highbridge, (i) Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801 (Attn: Kara Hammond Coyle [kcoyle@ycst.com]) and (ii) King & Spalding LLP, 110 N Wacker Drive, Suite 3800, Chicago, IL 60606 (Attn: Matthew Warren [mwarren@kslaw.com], Geoffrey M. King [gking@kslaw.com], Amy Cho [acho@kslaw.com], and Miguel Cadavid [mcadavid@kslaw.com]); (d) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801 (Attn: Jonathan Lipshie [jon.lipshie@usdoj.gov] and Malcolm Bates [malcolm.m.bates@usdoj.gov]); and

(e) counsel to any statutory committee appointed in the Chapter 11 Case.

4. The procedures set forth in the Motion for asserting Plan/DS Objections and Assumption Objections prior to the Petition Date are hereby approved. The Debtor shall file any Plan/DS Objections or Assumption Objections received by the Debtor prior to the Petition Date on the Court's docket on behalf of the objecting party.

5. **Any Plan/DS Objections or Assumption Objections not timely asserted in the manner set forth in this Order may, in the Court's discretion, not be considered and may be overruled.**

6. The Debtor and any other parties supporting confirmation of the Plan may file replies in response to any Plan/DS Objections and Assumption Objections by May 15, 2024 at 10:00 a.m. (ET).

7. The Proposed Confirmation Schedule is hereby approved in its entirety, and this Court hereby finds the Proposed Confirmation Schedule is consistent with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

8. Notice of the Combined Hearing as proposed in the Motion and the form of Combined Notice attached hereto as Exhibit 1 shall be deemed good and sufficient notice of the Combined Hearing, and no further notice need be given. Service of the Combined Notice in the manner described in the Motion constitutes good and sufficient notice of the commencement of the Chapter 11 Case, the Combined Hearing, the Plan/DS Objection Deadline, and procedures for objecting to the adequacy of the Disclosure Statement and to confirmation of the Plan.

9. Except to the extent necessary to comply with Local Rule 3017-1(c), the requirements under the Bankruptcy Rules or the Local Rules, including Bankruptcy Rule 3017(d), to transmit a copy of the Plan and the Disclosure Statement to Non-Voting Holders are hereby waived with respect

to such Non-Voting Holders.

10. The Solicitation Procedures utilized by the Debtor for distribution of the Solicitation Packages in soliciting acceptances and rejections of the Plan as set forth in the Motion satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and are approved.

11. The Ballots, substantially in the forms attached to the Motion as Exhibits B-1 and B-2, are approved.

12. The Assumption Procedures set forth in the Motion are approved.

13. The U.S. Trustee shall not be required to convene a meeting of creditors pursuant to section 341(e) of the Bankruptcy Code if the Plan becomes effective on or prior to the Waiver Deadline.

14. Cause exists to extend the time by which the Debtor must file Schedules and Statements and Rule 2015.3 Reports until the Waiver Deadline, without prejudice to the Debtor's rights to request further extensions thereof; *provided, however*, that the requirement that the Debtor file Schedules and Statements and Rule 2015.3 Reports shall be permanently waived if the Plan becomes effective on or prior to the Waiver Deadline.

15. The Debtor is authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Motion.

16. This Court shall retain jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

**Exhibit 1**

**Combined Notice**

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

In re:

GAMIDA CELL INC.

Debtor.

Chapter 11

IMPORTANT: No chapter 11 case has been commenced as of the date of distribution of this Notice.

**DEBTOR INTENDS TO REQUEST THAT THE BANKRUPTCY COURT SCHEDULE A HEARING TO APPROVE THE DISCLOSURE STATEMENT AND CONFIRM THE ASSOCIATED PLAN NOT LATER THAN MAY 21, 2024, AND TO ESTABLISH MAY 15, 2024 AS THE DATE BY WHICH OBJECTIONS, IF ANY, TO THE DISCLOSURE STATEMENT AND CONFIRMATION OF THE PLAN MUST BE FILED WITH THE BANKRUPTCY COURT AND SERVED ON DEBTOR. SEE ARTICLE VII.A. OF THE DISCLOSURE STATEMENT FOR THE ANTICIPATED TIMETABLE FOR THE CHAPTER 11 CASE, AND THE PROCESS AND TIMING TO FILE OBJECTIONS.**

**NOTICE OF (A) COMBINED HEARING TO CONSIDER  
(I) ADEQUACY OF DISCLOSURE STATEMENT AND (II) CONFIRMATION  
OF PRE-PACKAGED PLAN; (B) ASSUMPTION OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES; (C) OBJECTION DEADLINES;  
AND (D) ANTICIPATED COMMENCEMENT OF CHAPTER 11 CASE**

**NOTICE IS HEREBY GIVEN** as follows:

On March 26, 2024, after engaging in extensive, arm's-length, good-faith negotiations, Gamida Cell Inc. ("Gamida" or "Debtor") entered into a restructuring support agreement with certain of Gamida's key economic stakeholders (the "Restructuring Support Agreement," and the transactions contemplated thereby, the "Restructuring Transactions"). Pursuant to the Restructuring Support Agreement, the Restructuring Transactions are supported by Holders of the Senior Secured Loan Claims and the Unsecured Note Claims.

In accordance with the Restructuring Support Agreement, Gamida intends to implement the Restructuring Transactions by commencing a voluntary case (the "Chapter 11 Case") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and seeking confirmation of the *Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell, Inc.* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the "Plan" ),<sup>1</sup> a copy of which is as Exhibit A to the *Disclosure Statement for the Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.* (as may be amended, modified, or

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

supplemented from time to time, and including all exhibits and supplements thereto, the “Disclosure Statement”).<sup>2</sup>

On April 17, 2024, Gamida commenced a solicitation whereby it is soliciting acceptances from Holders of Claims against the Gamida derived from, based upon, or arising under (i) an Indenture, dated as of February 16, 2021, and (ii) a Loan and Security Agreement, dated as of December 12, 2022. In connection with the solicitation process, Gamida distributed the Disclosure Statement to Holders of the Senior Secured Loan Claims and the Unsecured Note Claims as of April 12, 2024 (the “Voting Record Date”). The Restructuring Support Agreement is attached to the Disclosure Statement as Exhibit B thereto.

In connection with the potential Chapter 11 Case, Gamida intends to deliver a Plan Supplement to Holders of Claims in Class 3 and 4 at least seven days prior to the Voting Deadline.

This notice sets forth information regarding the Restructuring Transactions and the treatment of Claims and Interests in connection therewith. This notice also sets forth certain key dates and deadlines regarding the Restructuring Transactions, the Plan, and the Disclosure Statement, as well as certain other relevant information. Any information set forth herein is qualified in its entirety by the terms of the Plan or the Disclosure Statement, as applicable. In the event of any inconsistency or conflict between this notice and the terms of the Plan, the terms of the Plan shall control and govern.

### **Key Terms of the Restructuring Transactions**

The Restructuring Transactions provide, among other things, that upon the Plan’s Effective Date:

- All Other Secured Claims shall receive, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtor: (i) payment in full in Cash of its Allowed Other Secured Claim; (ii) the collateral securing its Allowed Other Secured Claim; (iii) Reinstatement of its Allowed Other Secured Claim; or (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- All Other Priority Claim shall receive, in full and final satisfaction of such Allowed Other Priority Claim, treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code, which renders such Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- All Senior Secured Loan Claims shall receive, in full and final satisfaction of such Allowed Senior Secured Loan Claim, their *pro rata* share of proceeds from loans made under the Exit Facility, on a dollar-for-dollar basis.

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<sup>2</sup> Additional information regarding the First Day Hearing (as herein defined), including the time and location of such hearing, may be obtained on the Petition Date by contacting the undersigned proposed counsel to the Debtor or by visiting the Case Website (defined below).

- All Unsecured Notes Claims shall receive, in full and final satisfaction of such Allowed Unsecured Notes Claims, its Pro Rata share of the New Common Equity.
- All General Unsecured Claims are Unimpaired by the Plan. At the option of the Debtor or the Reorganized Debtor, as applicable, (i) the Plan may leave unaltered the legal, equitable, and contractual rights of a Holder of a General Unsecured Claim, (ii) the Debtor or the Reorganized Debtor, as applicable, may pay such General Unsecured Claim in full in Cash on the Effective Date or as soon thereafter as is practicable, (iii) the Debtor or the Reorganized Debtor, as applicable, may pay such General Unsecured Claim in a manner agreed to by the Holder of such Claim, or (iv) the Plan may reinstate the legal, equitable, and contractual rights of the Holder of an General Unsecured Claim in accordance with section 1124(2) of the Bankruptcy Code.
- Each Intercompany Claim shall be, at the option of the Debtor, either Reinstated, converted to equity, otherwise set off, settled, distributed, contributed, canceled, or released, in each case.
- All Existing Interests shall be canceled, released, and extinguished and will be of no further force or effect, without any distribution to Holders of Existing Interests.

#### **Key Dates and Information Regarding the Chapter 11 Case and the Plan**

Gamida is soliciting votes on the Plan from Holders of the Senior Secured Loan Claims and the Unsecured Note Claims as of the Voting Record Date. Gamida intends to implement the Restructuring Transactions by commencing the Chapter 11 Case and seek confirmation of the Plan. Gamida anticipates filing the Chapter 11 Case in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) on or about May 14, 2024 (the “Petition Date”). Gamida anticipates that a hearing to consider certain “first day” relief will be held before the Bankruptcy Court on or about May 15, 2024 (the “First Day Hearing”).

**In the event Gamida files the Chapter 11 Case on or about May 14, 2024, Gamida will ask the Bankruptcy Court to convene a hearing to approve the adequacy of the Disclosure Statement and confirm the Plan (the “Confirmation Hearing”) on or about May 21, 2024, or as soon thereafter as allowed by the Bankruptcy Court’s schedule.** The Combined Hearing, if held, will be held virtually by video conference as well as (at the presiding judge’s discretion) in person at the Bankruptcy Court, located at 824 North Market Street, Wilmington, Delaware 19801. The Combined Hearing may be continued from time to time, and the Plan may be further modified, if necessary, subject to section 1127 of the Bankruptcy Code and the terms of the Plan, prior to, during, or as a result of the Combined Hearing, without further notice to the parties in interest.

Any **objections** to the adequacy of the Disclosure Statement or confirmation of the Plan (each, a “Plan/DS Objection”) must:

1. be in writing;
2. comply with the Bankruptcy Rules and other case management rules and orders of the Bankruptcy Court;
3. state the name and address of the objector and the amount and nature of the Claim or Interest beneficially owned by the objector;
4. state with particularity the legal and factual basis for such objections; and
5. be served on the parties listed below and, if the Chapter 11 Case has commenced, filed on the Bankruptcy Court’s docket,<sup>3</sup> **no later than May 15, 2024, at 10:00 a.m., prevailing Eastern Time (the “Objection Deadline”).**

Plan/DS Objections may be served on the parties listed below via mail or email to the following street addresses and email addresses:

| <i><b>Proposed Co-Counsel to Gamida</b></i>                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BLANK ROME LLP</b><br>Stanley B. Tarr<br>John Lucian<br>Lawrence R. Thomas III<br>1201 N. Market Street, Suite 800<br>Wilmington, Delaware 19801<br>Stanley.Tarr@BlankRome.com<br>John.Lucian@BlankRome.com<br>Lorenzo.Thomas@BlankRome.com<br><br>-and-<br><br><b>BLANK ROME LLP</b><br>Evan J. Zucker<br>1271 Avenue of the Americas<br>New York, NY 10020<br>Evan.Zucker@BlankRome.com | <b>COOLEY LLP</b><br>Michael Klein<br>Evan Lazerowitz<br>55 Hudson Yards<br>New York, NY 10001-2157<br>mklein@cooley.com<br>elazerowitz@cooley.com<br><br>-and-<br><br><b>COOLEY LLP</b><br>Olya Antle<br>1299 Pennsylvania Avenue, NW, Suite 700<br>Washington, DC 20004-2400<br>oantle@cooley.com |
| <i><b>Gamida</b></i>                                                                                                                                                                                                                                                                                                                                                                         | <i><b>United States Trustee</b></i>                                                                                                                                                                                                                                                                 |
| Gamida Cell Inc.                                                                                                                                                                                                                                                                                                                                                                             | Office of The United States Trustee                                                                                                                                                                                                                                                                 |

<sup>3</sup> Plan/DS Objections may also be asserted prior to the Petition Date by delivering such objections to proposed counsel to the Debtor, with a copy to the other Notice Parties. Immediately upon the commencement of the Chapter 11 Case, the Debtor will file any Plan/DS Objections received by the Debtor prior to the Petition Date on the Bankruptcy Court’s docket on behalf of the objecting party.

|                                                                                                                                                           |                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 116 Huntington Ave, 7th Floor<br>Boston, MA 02116                                                                                                         | Attn: Jonathan Lipshie and Malcolm Bates<br>844 King Street<br>Suite 2207<br>Wilmington, DE 19801<br>jon.lipshie@usdoj.gov<br>Malcolm.M.Bates@usdoj.gov                                                                                  |
| <b><i>Counsel to Highbridge</i></b>                                                                                                                       |                                                                                                                                                                                                                                          |
| <b>YOUNG CONAWAY STARGATT &amp; TAYLOR, LLP</b><br>Kara Hammond Coyle<br>Rodney Square, 1000 North King Street<br>Wilmington, DE 19801<br>kcoyle@ycst.com | <b>KING &amp; SPALDING LLP</b><br>Matthew Warren<br>Geoffrey M. King<br>Amy Cho<br>Miguel Cadavid<br>110 N Wacker Drive, Suite 3800<br>Chicago, IL 60606<br>mwarren@kslaw.com<br>gking@kslaw.com<br>acho@kslaw.com<br>mcadavid@kslaw.com |

**UNLESS A PLAN/DS OBJECTION IS TIMELY ASSERTED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

**How May Interested Parties Obtain Copies of the Plan, Disclosure Statement, and Related Documents?**

Copies of the Plan, the Disclosure Statement, the Restructuring Support Agreement, and related documents may be obtained free of charge by contacting Kroll, the Solicitation Agent, by phone at (833) 307-3531(toll free) or +1 (646) 777-2544 (international), or by email at [Gamida11info@ra.kroll.com](mailto:Gamida11info@ra.kroll.com). Following the commencement of the Chapter 11 Case (if applicable), these documents may also be obtained (1) for a fee at the Bankruptcy Court's website at <https://ecf.deb.uscourts.gov> and (2) on Gamida's restructuring website at <https://cases.ra.kroll.com/Gamida11>.

**Please note that Gamida's proposed co-counsel and the Solicitation Agent CANNOT give you legal advice, and you should consult with a lawyer to determine your rights.**

**Meeting of Creditors Pursuant to Section 341 of the Bankruptcy Code**

If Gamida commences the Chapter 11 Case, Gamida will request that the United State Trustee **not** be required to convene a meeting of creditors pursuant to section 341 of the Bankruptcy Code. Accordingly, if Gamida commences the Chapter 11 Case, Gamida expects that such meeting will not be convened if the Plan is confirmed within sixty days after the Petition Date or such other time as set by the Bankruptcy Court.

**Notice to Counterparties to Executory Contracts and Unexpired Leases**

You or one of your affiliates may be a counterparty to one or more contracts or leases that may be an executory contract or unexpired lease with the Debtor. Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, or unless such Executory Contract or Unexpired Lease (1) expired or terminated pursuant to its own terms before the Effective Date or (2) is the subject of a motion to reject filed on or before the Effective Date, as of the Effective Date, the Debtor shall be deemed to have assumed each Executory Contracts and Unexpired Lease in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code.

As set forth in the Plan, without amending or altering any prior order of the Bankruptcy Court, entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such assumptions pursuant to sections 365(a) and 1123 of the Bankruptcy Code as of the Effective Date. All Assumed Agreements shall remain in full force and effect for the benefit of the Reorganized Debtor and be enforceable by the Reorganized Debtor in accordance with their terms notwithstanding any provision in such Assumed Agreement that prohibits, restricts or conditions assumption, assignment or transfer. Any provision of any Assumed Agreement that permits a person to terminate or modify such agreement or to otherwise modify the rights of the Debtor or the Reorganized Debtor, as applicable, based on the filing of the Chapter 11 Case or the financial condition of the Debtor or the Reorganized Debtor, as applicable, shall be unenforceable. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan (including any “change of control” provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Debtor’s assumption of such Executory Contract or Unexpired Lease, then such provision will be deemed modified such that the transactions contemplated by the Plan will not entitle the non-Debtor party or parties thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Assumed Agreement will revest in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

Any monetary defaults under each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the applicable Cure amount in Cash, on the later of (1) the Effective Date and (2) the date such payment is due pursuant to the terms of the Assumed Agreement, in the amount set forth on the Schedule of Proposed Cure Amounts, or on such other terms as the parties to such Executory Contract or Unexpired Lease may otherwise agree. If an Executory Contract or Unexpired Lease is not listed on the Schedule of Proposed Cure Amounts, the proposed Cure amount for such Executory Contract or Unexpired Lease shall be zero dollars. The Debtor is not aware of any Cure amount owed in connection with any Executory Contract or Unexpired Lease.

Any objection by a counterparty to the Cure amount associated with any Executory Contract or Unexpired Lease to be assumed pursuant to the Plan must be filed, served and actually received by the Debtor by no later than seven (7) days prior to the date of the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or Cure amount will be deemed to have assented thereto and

will be deemed to have forever released and waived any objection to the proposed assumption or Cure amount. In the event of a dispute regarding (1) the Cure amount, (2) the ability of the Reorganized Debtor to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed or (3) any other matter pertaining to assumption, the applicable Cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. **Any Proof of Claim filed with respect to an Executory Contract or Unexpired Lease that is assumed shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.**

**UNLESS AN ASSUMPTION OBJECTION IS TIMELY ASSERTED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

**Notice Regarding Certain Release, Exculpation and Injunction Provisions in the Plan**

Please be advised that Article VII of the Plan contains certain release, exculpation, and injunction provisions, including those set forth below. You are advised and encouraged to carefully review and consider the plan, including the release, exculpation and injunction provisions set forth in Article VII of the Plan, as your rights might be affected.

**Releases by the Debtor Releasing Parties**

Notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, upon entry of the Confirmation Order and effective as of the Effective Date, to the fullest extent permitted by applicable law, each Released Consenting Creditor Party is, and is deemed hereby to be, fully, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtor Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Debtor Releasing Parties, that any such Person or Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim against or any legal interests, equitable interests, contractual interests or Interests in the Debtor or other Person or Entity, or that any holder of any Claims or Interests against or in the Debtor or other Person or Entity could have asserted on behalf of the Debtor Releasing Parties, based on or relating to, or in any manner arising from, in whole or in part, any of the Debtor Releasing Parties (including the Debtor Releasing Parties’ capital structure, management, ownership, or operation thereof or otherwise), the subject matter of, or the transactions or events giving rise to, any Claims or Interests that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Consenting Creditor Party, the Debtor Releasing Parties’ in- or out-of-court restructuring efforts, the purchase, sale, or rescission of any security of the Debtor Releasing Parties, the Chapter 11 Case or the commencement, filing or execution thereof, the Israeli Proceeding or the commencement, filing or execution thereof, the Chapter 15 Case or the commencement,

filing or execution thereof, the formulation, preparation, dissemination, solicitation, negotiation, entry into, filing or consummation of the Restructuring Support Agreement, the Plan, any Restructuring Transaction, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Plan, any of the Restructuring Transactions, the Israeli Proceedings or the commencement, filing or execution thereof, the Chapter 11 Case or the commencement, filing or execution thereof, the Chapter 15 Case or the commencement, filing or execution thereof, the pursuit of Confirmation Order, the pursuit of the Israeli Confirmation Order, the pursuit of the Recognition Order, the pursuit of any additional orders from the Bankruptcy Court or Israeli Court in furtherance of the Restructuring Transactions, the pursuit of consummation of the Plan or any Restructuring Transaction, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or actual fraud.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (1) any obligations arising on or after the Effective Date of any party, Person or Entity under the Plan, the Confirmation Order, or any post-Effective Date transaction contemplated by the Plan or the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in any supplement to the Plan, if any) executed to implement the Plan or the Restructuring Transactions; or (2) the rights of any holder of allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Consenting Creditor Parties, including, the Released Consenting Creditor Parties' contribution to facilitating the Restructuring Transactions and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtor and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for a hearing; and (f) a bar to the Debtor, the Reorganized Debtor, or the Debtor's Estate asserting any Claim or Cause of Action released pursuant to the Debtor Release.

**Releases by the Consenting Creditor Releasing Parties**

Notwithstanding anything to the contrary contained in the Plan, upon entry of the Confirmation Order and effective as of the Effective Date, to the fullest extent permitted by applicable law, each Released Debtor Party is, and is deemed hereby to be, fully, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Consenting Creditor Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, (including any manager or foreign

representative appointed in the Israeli Proceeding) from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Consenting Creditor Releasing Parties, that any such Person or Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim against or Interest in a Released Debtor Party or a Consenting Creditor or other Person or Entity, or that any Holder of any Claims or Interests against or in a Released Debtor Party or a Consenting Creditor or other Person or Entity could have asserted on behalf of a Consenting Creditor Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, any of the Released Debtor Parties (including the Released Debtor Parties' capital structure, management, ownership, or operation thereof or otherwise), the subject matter of, or the transactions or events giving rise to, any Claims or Interests that is treated in the Plan, the business or contractual arrangements between any Consenting Creditor Releasing Party and any Released Debtor Party, the Released Debtor Parties' in- or out-of-court restructuring efforts, the purchase, sale, or rescission of any security of any Released Debtor Party, any intercompany transactions between or among the Released Debtor Parties or an Affiliate of the Released Debtor Parties and a Released Debtor Party or Affiliate of a Debtor Released Party, the Chapter 11 Case or the commencement, filing or execution thereof, the Israeli Proceedings or the commencement, filing or execution thereof, the Chapter 15 Case or the commencement, filing or execution thereof, the formulation, preparation, dissemination, solicitation, negotiation, entry into, filing or consummation of the Restructuring Support Agreement, the Plan, any Restructuring Transaction, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Plan, any of the Restructuring Transactions, the Chapter 11 Case or the commencement, filing or execution thereof, the Israeli Proceedings or the commencement, filing or execution thereof, the Chapter 15 Case or the commencement, filing or execution thereof, the pursuit of Confirmation Order, the pursuit of the Israeli Confirmation Order, the pursuit of Recognition Order, the pursuit of any additional orders from the Bankruptcy Court or Israeli Court in furtherance of the Restructuring Transactions, the pursuit of consummation of the Plan or any Restructuring Transaction, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or actual fraud.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, the Restructuring Documents, or any post-Effective Date transaction contemplated by the Restructuring Transactions (including under the Exit Facility), or any document, instrument, or agreement (including those set forth in the Exit Facility) executed to implement the Plan or the Restructuring Transactions; or (b) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Consenting Creditor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Consenting Creditor Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Debtor Parties; (d) a good faith settlement and compromise of the Claims released by the Consenting Creditor Release; (e) in the best interests of the Debtor and its Estate; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Consenting Creditor Releasing Parties asserting any Claim or Cause of Action released pursuant to the Consenting Creditor Release.

### **Exculpation**

Except as otherwise specifically provided in the Plan, and to the fullest extent permitted under applicable law, no Exculpated Party shall have or incur any liability for, and each Exculpated Party shall be released and exculpated from any Cause of Action for any claim related to any act or omission in connection with, relating to or arising out of the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, or filing of the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Exit Facility, the New Common Equity, or any Restructuring Transaction, or any contract, instrument, release or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Disclosure Statement, the Exit Facility, the New Common Equity, or the Plan, the commencement of the Israeli Proceeding or the Chapter 15 Case, the pursuit of the Israeli Confirmation Order, the filing of the Chapter 11 Case, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or actual fraud. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the exculpation set forth above relates solely to liabilities arising before, on or after the Petition Date and prior to or on the Effective Date, and does not exculpate any post-Effective Date obligations of any Person or Entity under the Plan, any post-Effective Date transaction contemplated by the Restructuring Transactions (including under the Exit Facility), or any document, instrument, or agreement (including those set forth in the Exit Facility) executed to implement the Plan.

### **Injunction**

Effective as of the Effective Date, all Entities that have held, hold, or may hold Claims, Interests, or Causes of Actions that have been released, discharged, or are subject to

exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Reorganized Debtor, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Actions; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Actions; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Actions; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Actions unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Actions released, settled or subject to exculpation pursuant to the Plan. Notwithstanding anything to the contrary in the foregoing, the injunction set forth above does not enjoin the enforcement of any post-Effective Date obligations of any Person or Entity under the Plan, any post-Effective Date transaction contemplated by the Restructuring Transactions (including under the Exit Facility), or any document, instrument, or agreement (including those set forth in the Exit Facility) executed to implement the Plan.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, managers, principals, and direct and indirect Affiliates, in their capacities as such, shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or Reinstatement of such Claim or Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article VII.F.

Dated: April 17, 2024  
Wilmington Delaware

**BLANK ROME LLP**

/s/ Stanley B. Tarr

Stanley B. Tarr (DE No. 5535)

John Lucian

Lawrence R. Thomas III (DE No. 6935)

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oantle@cooley.com

*Proposed Counsel to the Debtor and Debtor  
in Possession*

**Exhibit B-1**

**Form of Ballot for Class 3 – Senior Secured Claims**

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

In re:

GAMIDA CELL INC.

Debtor.

Chapter 11

IMPORTANT: No chapter 11 case has been commenced as of the date of distribution of this Ballot. This Ballot is a prepetition solicitation of your vote on a pre-packaged plan of reorganization. The Voting Deadline is May 15, 2024 at 10:00 a.m. (ET)

**BALLOT FOR HOLDERS OF CLASS 3 SENIOR SECURED CLAIMS TO VOTE TO  
ACCEPT OR REJECT THE PREPACKAGED CHAPTER 11 PLAN OF  
REORGANIZATION OF GAMIDA CELL INC.**

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

**FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,  
SIGNED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE  
SOLICITATION AGENT BY MAY 15, 2024, AT 10:00 A.M., PREVAILING EASTERN  
TIME (THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE INSTRUCTIONS  
BELOW.**

On April 17, 2024, Gamida Cell Inc. (“Gamida”) commenced solicitation of votes on the *Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “Plan”).

In connection with the solicitation process, Gamida distributed the *Disclosure Statement for the Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “Disclosure Statement”)<sup>1</sup> to Holders of Senior Secured Claims and Unsecured Note Claims in Gamida Cell Inc., in each case, as of April 12, 2024 (the “Voting Record Date”).

You are receiving this Ballot because you are a Holder or potential Holder of a Class 3 Senior Secured Claim as of the Voting Record Date. Holders of Class 3 Senior Secured Claims as of the Voting Record Date are entitled to vote to accept or reject the Plan. The treatment of Class 3 Senior Secured Claims under the Plan is summarized below and described in greater detail in the Disclosure Statement, which is included (along with the Plan) in the package (the “Solicitation Package”) you are receiving with this Ballot.

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings set forth in the Plan or the Disclosure Statement, as applicable.

Gamida is soliciting votes on the Plan from Holders of Senior Secured Loan Claims and Unsecured Note Claims. Gamida intends to implement the Restructuring Transactions by commencing the Chapter 11 Case and seeking confirmation and consummation of the Plan. If Gamida commences the Chapter 11 Case, Gamida anticipates that such Chapter 11 Case will be commenced in the Bankruptcy Court on or about May 14, 2024.

**If the Plan is consummated, each Holder of an Allowed Class 3 Senior Secured Loan Claim will receive: in full and final satisfaction of such Allowed Senior Secured Loan Claim its *pro rata* share of loans made under the Exit Facility on a dollar-for-dollar basis.**

**You may vote to accept or reject the Plan. Ballots will be counted only if they are properly completed and signed and actually received by Gamida's Solicitation Agent, Kroll Restructuring Administration, LLC, no later than the Voting Deadline, which is May 15, 2024, at 10:00 a.m., prevailing Eastern Time.**

If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Package materials, you may obtain them free of charge by emailing the Solicitation Agent at Gamidaballots@ra.kroll.com or writing to the Solicitation Agent at Gamida Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232. Following the commencement of the Chapter 11 Case, you may also obtain copies of any documents filed in the Chapter 11 Case (1) for a fee through the Bankruptcy Court's website at: <https://ecf.deb.uscourts.gov> and (2) on Gamida's restructuring website at <https://cases.ra.kroll.com/Gamida11>.

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**Item 1. Amount of Claim.**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of a Class 3 Senior Secured Claim in the following ***aggregate*** unpaid principal amount of:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The undersigned Holder of the Class 3 Senior Secured Claim set forth in Item 1 above votes to:

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

**Item 3. Consenting Creditor Release.**

The Consenting Creditor Release set forth in Article VII.D of the Plan is copied below, along with certain relevant definitions:<sup>2</sup>

**Notwithstanding anything to the contrary contained in the Plan, upon entry of the Confirmation Order and effective as of the Effective Date, to the fullest extent permitted by applicable law, each Released Debtor Party is, and is deemed hereby to be, fully, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Consenting Creditor Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, (including any manager or foreign representative appointed in the Israeli Proceeding) from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Consenting Creditor Releasing Parties, that any such Person or Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim against or Interest in a Released Debtor Party or a Consenting Creditor or other Person or Entity, or that any Holder of any Claims or Interests against or in a Released Debtor Party or a Consenting Creditor or other Person or Entity could have asserted on behalf of a Consenting Creditor Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, any of the Released Debtor Parties (including the Released Debtor Parties' capital structure, management, ownership, or operation thereof or otherwise), the subject matter of, or the transactions or events giving rise to, any Claims or Interests that is treated in the Plan, the business or contractual arrangements between any Consenting Creditor Releasing Party and any Released Debtor Party, the Released Debtor Parties' in- or out-of-court restructuring efforts, the purchase, sale, or rescission of any security of any Released Debtor Party, any intercompany transactions between or among the Released Debtor Parties or an Affiliate of the Released Debtor Parties and a Released Debtor Party or Affiliate of a Debtor Released Party, the Chapter 11 Case or the commencement, filing or execution thereof, the Israeli Proceedings or the commencement, filing or execution thereof, the Chapter 15 Case or the commencement, filing or execution thereof, the formulation, preparation, dissemination, solicitation, negotiation, entry into, filing or consummation of the Restructuring Support Agreement, the Plan, any Restructuring Transaction, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Plan, any of the Restructuring Transactions, the Chapter 11 Case or the commencement, filing or execution thereof, the Israeli Proceedings or the commencement, filing or execution thereof, the Chapter 15 Case or the commencement, filing or execution thereof, the pursuit of Confirmation Order, the pursuit of the Israeli Confirmation Order, the pursuit of Recognition Order, the pursuit of any additional orders from the Bankruptcy Court or Israeli Court in furtherance of the Restructuring Transactions, the pursuit of consummation of the Plan or any Restructuring Transaction, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or upon any other related act or omission,**

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<sup>2</sup> The Plan contains Debtor releases and exculpation and injunction provisions set forth in Articles VII.C, VII.E, and VII.F of the Plan, respectively.

transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or actual fraud.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, the Restructuring Documents, or any post-Effective Date transaction contemplated by the Restructuring Transactions (including under the Exit Facility), or any document, instrument, or agreement (including those set forth in the Exit Facility) executed to implement the Plan or the Restructuring Transactions; or (b) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Consenting Creditor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Consenting Creditor Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Debtor Parties; (d) a good faith settlement and compromise of the Claims released by the Consenting Creditor Release; (e) in the best interests of the Debtor and its Estate; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Consenting Creditor Releasing Parties asserting any Claim or Cause of Action released pursuant to the Consenting Creditor Release.

#### **Certain Definitions Related to the Consenting Creditor Release**

Under the Plan, "**Consenting Creditor Releasing Parties**" means, collectively, and in each case in its capacity as such: (a) the Consenting Creditors; (b) the Unsecured Notes Trustee; (c) the Secured Note Agent, (d) from and after the Effective Date, the Debtor Releasing Parties, and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clause (a) through this clause (e).

Under the Plan, "**Released Debtor Parties**" means, collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Reorganized Debtor; and (c) each Related Party of each Entity in clause (a) through (b).

|                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>IF YOU WISH TO OPT-INTO THE CONSENTING CREDITOR RELEASE UNDER ARTICLE VII.D OF THE PLAN, PLEASE CHECK THE FOLLOWING BOX.</u></b></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------|

☐ The undersigned elects to **OPT IN** to the Consenting Creditor Release.

**Item 4. Certifications**

By signing this Ballot, the undersigned certifies that:

- (a) as of the Voting Record Date, either: (i) the entity is the Holder of the Class 3 Senior Secured Claim set forth in Item 1; or (ii) the entity is an authorized signatory for an entity that is a Holder of the Class 3 Senior Secured Claim set forth in Item 1;
- (b) the undersigned (or in the case of an authorized signatory, the 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) the undersigned has submitted the same election with respect to the Plan with respect to all Class 3 Senior Secured Claims;
- (d) no other Ballots with respect to the Class 3 Senior Secured Claim set forth in Item 1 have been submitted or, if any other Ballots have been submitted with respect to such Class 3 Senior Secured Claim, then any such earlier Ballots are hereby revoked.

Name of Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING AND RETURNING THIS BALLOT**

1. Gamida is soliciting votes on the Plan from Holders of Class 3 Senior Secured Loan Claims as of the Voting Record Date (April 12, 2024). **PLEASE READ THE PLAN, THE DISCLOSURE STATEMENT, AND THESE INSTRUCTIONS (THE “BALLOT INSTRUCTIONS”) CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. If Gamida commences the Chapter 11 Case, the Plan may be confirmed by the Bankruptcy Court and consummated, and thereby made binding upon you, if the Plan (a) is accepted by Holders of at least two-thirds in amount and more than one-half in number of voting Claims in at least one impaired class of Claims entitled to vote on the Plan; and (b) otherwise satisfies the requirements for confirmation set forth in section 1129(a) of the Bankruptcy Code.

3. To ensure that your Ballot is counted, you must complete and sign this Ballot as provided herein and submit it to the Solicitation Agent by one of the following methods so as to be actually received by the Solicitation Agent, Kroll Restructuring Administration, LLC, no later than the Voting Deadline, which is May 15, 2024, at 10:00 a.m., prevailing Eastern Time.

By First-Class Mail, Overnight Mail, or Hand Delivery to:

**Gamida Ballot Processing Center  
c/o Kroll Restructuring Administration LLC  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232**

**If you choose to hand deliver your Ballot, please email [Gamidaballots@ra.kroll.com](mailto:Gamidaballots@ra.kroll.com) at least 24 hours in advance of your arrival and provide the anticipated date and time of delivery.**

**OR**

By Electronic Mail to:

**[Gamidaballots@ra.kroll.com](mailto:Gamidaballots@ra.kroll.com)**

4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the applicable box in Item 2 of your Ballot; and (c) clearly sign and return your Ballot to the above street address so as to be actually received by the Solicitation Agent no later than the Voting Deadline.

5. **Use of Electronic Ballot.** To ensure that your electronic Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the applicable box in Item 2 of your Ballot; and (c) clearly sign and return your electronic Ballot to the Solicitation Agent at [Gamidaballots@ra.kroll.com](mailto:Gamidaballots@ra.kroll.com) no later than the Voting Deadline.

6. If a Ballot is received *after* the Voting Deadline and if the Voting Deadline is not

extended, it may be counted only in the discretion of Gamida. Additionally, **the following Ballots will not be counted:**

- (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
- (b) any Ballot that was transmitted other than as specifically set forth in the Ballot;
- (c) any Ballot that was cast by an entity that it not entitled to vote on the Plan;
- (d) any Ballot that was sent to any person or entity other than the Solicitation Agent;
- (e) any Ballot that is unsigned;
- (f) any Ballot that is not clearly marked to either accept or reject the Plan or is marked both to accept and reject the Plan.

7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a Class 3 Senior Secured Claim. Except as otherwise provided herein, such delivery will be deemed made ***only when the Solicitation Agent actually receives*** the executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder of a Class 3 Senior Secured Claim with respect to the same Class 3 Senior Secured Claim prior to the Voting Deadline, the latest, timely received, and valid Ballot will supersede and revoke any earlier received Ballot(s) with respect to such Claim.

9. You must vote all of your Class 3 Senior Secured Claims either to accept or reject the Plan and you may not split your vote. Further, if a Holder has multiple Senior Secured Claims within Class 3, Gamida may, in its discretion, aggregate the Claims of any particular Holder with multiple Class 3 Senior Secured Claims for the purpose of counting votes.

10. This Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim (if applicable); or (b) an assertion or admission with respect to any Claim.

11. **Please be sure to sign and date your Ballot.** You should indicate that 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 and, if required or requested by the Solicitation Agent, Gamida, or the Bankruptcy Court (if applicable), 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 your Ballot.

12. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot that you received.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE BALLOT INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CONTACT THE SOLICITATION AGENT BY EMAIL AT [GAMIDABALLOTS@RA.KROLL.COM](mailto:GAMIDABALLOTS@RA.KROLL.COM).**

**IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS MAY 15, 2024 AT 10:00 A.M., PREVAILING EASTERN TIME (AND IF THE VOTING DEADLINE IS NOT EXTENDED), THEN THE VOTE REFLECTED IN THIS BALLOT MAY BE COUNTED ONLY IN THE DISCRETION OF GAMIDA.**

**Exhibit B-2**

**Form of Ballot for Class 4 – Unsecured Note Claims**

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

In re:

GAMIDA CELL INC.

Debtor.

Chapter 11

IMPORTANT: No chapter 11 case has been commenced as of the date of distribution of this Ballot. This Ballot is a prepetition solicitation of your vote on a pre-packaged plan of reorganization. The Voting Deadline is May 15, 2024 at 10:00 a.m. (ET)

**BALLOT FOR HOLDERS OF CLASS 4 UNSECURED NOTE CLAIMS TO VOTE TO  
ACCEPT OR REJECT THE PREPACKAGED CHAPTER 11 PLAN OF  
REORGANIZATION OF GAMIDA CELL INC.**

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

**FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,  
SIGNED, AND RETURNED SO AS TO BE ACTUALLY RECEIVED BY THE  
SOLICITATION AGENT BY MAY 15, 2024, AT 10:00 A.M., PREVAILING EASTERN  
TIME (THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE INSTRUCTIONS  
BELOW.**

On April 17, 2024, Gamida Cell Inc. (“Gamida”) commenced solicitation of votes on the *Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “Plan”).

In connection with the solicitation process, Gamida distributed the *Disclosure Statement for the Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “Disclosure Statement”)<sup>1</sup> to Holders of Senior Secured Loan Claims and Unsecured Note Claims in Gamida Cell Inc., in each case, as of April 12, 2024 (the “Voting Record Date”).

You are receiving this Ballot because you are a Holder or potential Holder of a Class 4 Unsecured Note Claim as of the Voting Record Date. Holders of Class 4 Unsecured Note Claims as of the Voting Record Date are entitled to vote to accept or reject the Plan. The treatment of Class 4 Unsecured Note Claims under the Plan is summarized below and described in greater detail in the Disclosure Statement, which is included (along with the Plan) in the package (the “Solicitation Package”) you are receiving with this Ballot.

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings set forth in the Plan or the Disclosure Statement, as applicable.

Gamida is soliciting votes on the Plan from Holders of Senior Secured Loan Claims and Unsecured Note Claims. Gamida intends to implement the Restructuring Transactions by commencing the Chapter 11 Case and seeking confirmation and consummation of the Plan. If Gamida commences the Chapter 11 Case, Gamida anticipates that such Chapter 11 Case will be commenced in the Bankruptcy Court on or about May 14, 2024.

**If the Plan is consummated, each Holder of a Class 4 Unsecured Note Claim will receive: its Pro Rata share of the New Common Equity.**

**You may vote to accept or reject the Plan. Ballots will be counted only if they are properly completed and signed and actually received by Gamida's Solicitation Agent, Kroll Restructuring Administration, LLC, no later than the Voting Deadline, which is May 15, 2024, at 10:00 a.m., prevailing Eastern Time.**

If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Package materials, you may obtain them free of charge: (1) by emailing the Solicitation Agent at [Gamidaballots@ra.kroll.com](mailto:Gamidaballots@ra.kroll.com); or (2) by writing to the Solicitation Agent at Gamida Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232. If Gamida commences the Chapter 11 Case, you may also obtain copies of any documents filed in the Chapter 11 Case (1) for a fee through the Bankruptcy Court's website at: <https://ecf.deb.uscourts.gov> or (2) on Gamida's restructuring website at <https://cases.ra.kroll.com/Gamida11>.

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**Item 1. Amount of Claim.**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of a Class 4 Unsecured Note Claim in the following ***aggregate*** unpaid principal amount of:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The undersigned Holder of the Class 4 Unsecured Note Claim set forth in Item 1 above votes to:

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

**Item 3. Consenting Creditor Release.**

The Consenting Creditor Release set forth in Article VII.D of the Plan is copied below, along with certain relevant definitions:<sup>2</sup>

**Notwithstanding anything to the contrary contained in the Plan, upon entry of the Confirmation Order and effective as of the Effective Date, to the fullest extent permitted by applicable law, each Released Debtor Party is, and is deemed hereby to be, fully, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Consenting Creditor Releasing Parties, in each case on behalf of themselves and their respective successors, assigns, and representatives, (including any manager or foreign representative appointed in the Israeli Proceeding) from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, including any derivative claims, asserted or assertable on behalf of any of the Consenting Creditor Releasing Parties, that any such Person or Entity would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim against or Interest in a Released Debtor Party or a Consenting Creditor or other Person or Entity, or that any Holder of any Claims or Interests against or in a Released Debtor Party or a Consenting Creditor or other Person or Entity could have asserted on behalf of a Consenting Creditor Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, any of the Released Debtor Parties (including the Released Debtor Parties' capital structure, management, ownership, or operation thereof or otherwise), the subject matter of, or the transactions or events giving rise to, any Claims or Interests that is treated in the Plan, the business or contractual arrangements between any Consenting Creditor Releasing Party and any Released Debtor Party, the Released Debtor Parties' in- or out-of-court restructuring efforts, the purchase, sale, or rescission of any security of any Released Debtor Party, any intercompany transactions between or among the Released Debtor Parties or an Affiliate of the Released Debtor Parties and a Released Debtor Party or Affiliate of a Debtor Released Party, the Chapter 11 Case or the commencement, filing or execution thereof, the Israeli Proceedings or the commencement, filing or execution thereof, the Chapter 15 Case or the commencement, filing or execution thereof, the formulation, preparation, dissemination, solicitation, negotiation, entry into, filing or consummation of the Restructuring Support Agreement, the Plan, any Restructuring Transaction, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Restructuring Support Agreement, the Plan, any of the Restructuring Transactions, the Chapter 11 Case or the commencement, filing or execution thereof, the Israeli Proceedings or the commencement, filing or execution thereof, the Chapter 15 Case or the commencement, filing or execution thereof, the pursuit of Confirmation Order, the pursuit of the Israeli Confirmation Order, the pursuit of Recognition Order, the pursuit of any additional orders from the Bankruptcy Court or Israeli Court in furtherance of the Restructuring Transactions, the pursuit of consummation of the Plan or any Restructuring Transaction, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan, or upon any other related act or omission,**

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<sup>2</sup> The Plan contains Debtor releases and exculpation and injunction provisions set forth in Articles VII.C, VII.E, and VII.F of the Plan, respectively.

transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for claims related to any act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or actual fraud.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release: (a) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, the Restructuring Documents, or any post-Effective Date transaction contemplated by the Restructuring Transactions (including under the Exit Facility), or any document, instrument, or agreement (including those set forth in the Exit Facility) executed to implement the Plan or the Restructuring Transactions; or (b) the rights of any Holder of Allowed Claims to receive distributions under the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Consenting Creditor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Consenting Creditor Release is: (a) consensual; (b) essential to the Confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Debtor Parties; (d) a good faith settlement and compromise of the Claims released by the Consenting Creditor Release; (e) in the best interests of the Debtor and its Estate; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for a hearing; and (h) a bar to any of the Consenting Creditor Releasing Parties asserting any Claim or Cause of Action released pursuant to the Consenting Creditor Release.

**Certain Definitions Related to the Consenting Creditor Release**

Under the Plan, "**Consenting Creditor Releasing Parties**") means collectively, and in each case in its capacity as such: (a) the Consenting Creditors; (b) the Unsecured Notes Trustee; (c) the Secured Note Agent, (d) from and after the Effective Date, the Debtor Releasing Parties, and (e) to the maximum extent permitted by Law, each Related Party of each Entity in clause (a) through this clause (e).

Under the Plan, "**Released Debtor Parties**" means, collectively, and in each case in its capacity as such: (a) the Debtor; (b) the Reorganized Debtor; and (c) each Related Party of each Entity in clause (a) through (b).

|                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b><u>IF YOU WISH TO OPT-INTO THE CONSENTING CREDITOR RELEASE UNDER<br/>ARTICLE VII.D OF THE PLAN, PLEASE CHECK THE FOLLOWING BOX.</u></b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------|

☐ The undersigned elects to **OPT IN** to the Consenting Creditor Release.

**Item 4. Certifications**

By signing this Ballot, the undersigned certifies that:

- (a) as of the Voting Record Date, either: (i) the entity is the Holder of the Class 4 Unsecured Note Claim set forth in Item 1; or (ii) the entity is an authorized signatory for an entity that is a Holder of the Class 4 Unsecured Note Claim set forth in Item 1;
- (b) the undersigned (or in the case of an authorized signatory, the 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) the undersigned has submitted the same election with respect to the Plan with respect to all Class 4 Unsecured Note Claims;
- (d) no other Ballots with respect to the Class 4 Unsecured Note Claim set forth in Item 1 have been submitted or, if any other Ballots have been submitted with respect to such Class 4 Unsecured Note Claim, then any such earlier Ballots are hereby revoked.

Name of Holder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING AND RETURNING THIS BALLOT**

1. Gamida is soliciting votes on the Plan from Holders of Class 4 Unsecured Note Claims as of the Voting Record Date (April 12, 2024). **PLEASE READ THE PLAN, THE DISCLOSURE STATEMENT, AND THESE INSTRUCTIONS (THE “BALLOT INSTRUCTIONS”) CAREFULLY BEFORE COMPLETING THIS BALLOT.**

2. If Gamida commences the Chapter 11 Case, the Plan may be confirmed by the Bankruptcy Court and consummated, and thereby made binding upon you, if the Plan (a) is accepted by Holders of at least two-thirds in amount and more than one-half in number of voting Claims in at least one impaired class of Claims entitled to vote on the Plan; and (b) otherwise satisfies the requirements for confirmation set forth in section 1129(a) of the Bankruptcy Code.

3. To ensure that your Ballot is counted, you must complete and sign this Ballot as provided herein and submit it to the Solicitation Agent by one of the following methods so as to be actually received by the Solicitation Agent, Kroll Restructuring Administration, LLC, no later than the Voting Deadline, which is May 15, 2024, at 10:00 a.m., prevailing Eastern Time.

By First-Class Mail, Overnight Mail, or Hand Delivery to:

**Gamida Ballot Processing Center  
c/o Kroll Restructuring Administration LLC  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232**

**If you choose to hand deliver your Ballot, please email [Gamidaballots@ra.kroll.com](mailto:Gamidaballots@ra.kroll.com) at least 24 hours in advance of your arrival and provide the anticipated date and time of delivery.**

**OR**

By Electronic Mail to:

**[Gamidaballots@ra.kroll.com](mailto:Gamidaballots@ra.kroll.com)**

4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the applicable box in Item 2 of your Ballot; and (c) clearly sign and return your Ballot to the above street address so as to be actually received by the Solicitation Agent no later than the Voting Deadline.

5. **Use of Electronic Ballot.** To ensure that your electronic Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the applicable box in Item 2 of your Ballot; and (c) clearly sign and return your electronic Ballot to the Solicitation Agent at [Gamidaballots@ra.kroll.com](mailto:Gamidaballots@ra.kroll.com) no later than the Voting Deadline.

6. If a Ballot is received *after* the Voting Deadline and if the Voting Deadline is not

extended, it may be counted only in the discretion of Gamida. Additionally, **the following Ballots will *not* be counted:**

- (a) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
- (b) any Ballot that was transmitted other than as specifically set forth in the Ballot;
- (c) any Ballot that was cast by an entity that it not entitled to vote on the Plan;
- (d) any Ballot that was sent to any person or entity other than the Solicitation Agent;
- (e) any Ballot that is unsigned;
- (f) any Ballot that is not clearly marked to either accept or reject the Plan or is marked both to accept and reject the Plan.

7. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a Class 4 Unsecured Note Claim. Except as otherwise provided herein, such delivery will be deemed made ***only when the Solicitation Agent actually receives*** the executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder of a Class 4 Unsecured Note Claim with respect to the same Class 4 Unsecured Note Claim prior to the Voting Deadline, the latest, timely received, and valid Ballot will supersede and revoke any earlier received Ballot(s) with respect to such Claim.

9. You must vote all of your Class 4 Unsecured Note Claims either to accept or reject the Plan and you may not split your vote. Further, if a Holder has multiple Unsecured Note Claims within Class 4, Gamida may, in its discretion, aggregate the Claims of any particular Holder with multiple Class 4 Unsecured Note Claims for the purpose of counting votes.

10. This Ballot does ***not*** constitute, and shall not be deemed to be, (a) a Proof of Claim (if applicable); or (b) an assertion or admission with respect to any Claim.

11. **Please be sure to sign and date your Ballot.** You should indicate that 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 and, if required or requested by the Solicitation Agent, Gamida, or the Bankruptcy Court (if applicable), 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 your Ballot.

12. Each Ballot votes only your Claims indicated on that Ballot, so please complete and return each Ballot that you received.

**PLEASE RETURN YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE BALLOT INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CONTACT THE SOLICITATION AGENT BY EMAIL AT [GAMIDABALLOTS@RA.KROLL.COM](mailto:GAMIDABALLOTS@RA.KROLL.COM).**

**IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS MAY 15, 2024 AT 10:00 A.M., PREVAILING EASTERN TIME (AND IF THE VOTING DEADLINE IS NOT EXTENDED), THEN THE VOTE REFLECTED IN THIS BALLOT MAY BE COUNTED ONLY IN THE DISCRETION OF GAMIDA.**

**EXHIBIT B-3**

**Form Notice of Non-Voting Status**

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

In re:

GAMIDA CELL INC.

Debtor.

Chapter 11

IMPORTANT: No chapter 11 case has been commenced as of the date of distribution of this Notice.

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**NOTICE OF NON-VOTING STATUS OF CERTAIN CLAIMS AND INTERESTS**

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On April 17, 2024, Gamida Cell Inc. (“Gamida”) commenced solicitation of votes on the *Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “Plan”).

In connection with the solicitation process, Gamida distributed the *Disclosure Statement for Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.* (as may be amended, modified, or supplemented from time to time, and including all exhibits and supplements thereto, the “Disclosure Statement”)<sup>1</sup> to Holders of Senior Secured Loan Claims and Unsecured Note Claims in Gamida Cell Inc. as of April 12, 2024 (the “Voting Record Date”).

The Bankruptcy Court can confirm the Plan and bind you if the Plan is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class who vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, each Class rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, it will be binding on you even though you are not entitled to vote on the Plan and are deemed to accept or reject, as applicable and set forth below, the Plan pursuant to section 1126(f) or 1126(g), respectively and as applicable, of the Bankruptcy Code. Please see the Combined Hearing Notice, included with this mailing, for important information regarding the Combined Hearing and Objection Deadline.

You are receiving this notice because you are a Holder or potential Holder of a Claim or Interest in one of the following Plan classes (the “Non-Voting Classes”) as of the Voting Record Date. As such, you are either presumed to accept or deemed to reject the Plan, and as a result, not entitled to vote on the Plan.

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<sup>1</sup> Capitalized terms used but not defined herein have the meanings set forth in the Plan or the Disclosure Statement, as applicable.

| <u><b>Class</b></u> | <u><b>Claims and Equity Interests</b></u> | <u><b>Status</b></u>    | <u><b>Voting Rights</b></u>                                         |
|---------------------|-------------------------------------------|-------------------------|---------------------------------------------------------------------|
| Class 1             | Other Secured Claims                      | Unimpaired              | Not Entitled to Vote<br>(Presumed to Accept)                        |
| Class 2             | Other Priority Claims                     | Unimpaired              | Not Entitled to Vote<br>(Presumed to Accept)                        |
| Class 5             | General Unsecured Claims                  | Unimpaired              | Not Entitled to Vote<br>(Presumed to Accept)                        |
| Class 6             | Intercompany Claims                       | Unimpaired/<br>Impaired | Not Entitled to Vote<br>(Presumed to Accept<br>or Deemed to Reject) |
| Class 7             | Existing Interests                        | Impaired                | Not Entitled to Vote<br>(Deemed to Reject)                          |

If Gamida commences the Chapter 11 Case and the Plan is confirmed and consummated, Holders of Allowed Claims and Interests in the Non-Voting Classes will receive the following treatment on the Effective Date:

- All Other Secured Claims shall receive, in full and final satisfaction of such Allowed Other Secured Claim, at the option of the Debtor: (i) payment in full in Cash of its Allowed Other Secured Claim; (ii) the collateral securing its Allowed Other Secured Claim; (iii) Reinstatement of its Allowed Other Secured Claim; or (iv) such other treatment rendering its Allowed Other Secured Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- All Other Priority Claim shall receive, in full and final satisfaction of such Allowed Other Priority Claim, treatment in a manner consistent with section 1129(a)(9) of the Bankruptcy Code, which renders such Allowed Other Priority Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- All General Unsecured Claims are Unimpaired by the Plan. At the option of the Debtor or the Reorganized Debtor, as applicable, (i) the Plan may leave unaltered the legal, equitable, and contractual rights of a Holder of a General Unsecured Claim, (ii) the Debtor or the Reorganized Debtor, as applicable, may pay such General Unsecured Claim in full in Cash on the Effective Date or as soon thereafter as is practicable, (iii) the Debtor or the Reorganized Debtor, as applicable, may pay such General Unsecured Claim in a manner agreed to by the Holder of such Claim, or (iv) the Plan may reinstate the legal, equitable, and contractual rights of the Holder of an General Unsecured Claim in accordance with section 1124(2) of the Bankruptcy Code.
- Each Intercompany Claim shall be, at the option of the Debtor, either Reinstated, converted to equity, otherwise set off, settled, distributed, contributed, canceled, or released, in each case.

- All Existing Interests shall be canceled, released, and extinguished and will be of no further force or effect, without any distribution to Holders of Existing Interests.

Your rights are described in the Plan and Disclosure Statement. You may obtain copies of the Plan, the Disclosure Statement, and related materials, free of charge: (1) by emailing the Solicitation Agent at [Gamida11info@ra.kroll.com](mailto:Gamida11info@ra.kroll.com); (2) by calling the Solicitation Agent at (833) 307-3531 (toll-free) or (646) 777-2544 (international); or (3) by writing to the Solicitation Agent at Gamida Ballot Processing Center, c/o Kroll Restructuring Administration LLC, 850 Third Avenue, Suite 412, Brooklyn, NY 11232. If Gamida commences the Chapter 11 Case, you may also obtain copies of any documents filed in the Chapter 11 Case (1) for a fee through the Bankruptcy Court's website at: <https://ecf.deb.uscourts.gov> or (2) on Gamida's restructuring website at <https://cases.ra.kroll.com/Gamida11>.