

**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 INTERIM AND FINAL ORDERS
(I) AUTHORIZING THE DEBTOR TO (A) CONTINUE ITS EXISTING CASH
MANAGEMENT SYSTEM, INCLUDING CONTINUED USE OF EXISTING BANK
ACCOUNTS AND BUSINESS FORMS, (B) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (C) CONTINUE CERTAIN
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

The debtor and debtor-in-possession (the “Debtor” or “Gamida (US)”) in the above-captioned chapter 11 case (the “Case”), hereby moves the Court (the “Motion”) for entry of an interim order and a final order, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Proposed Interim Order” and the “Proposed Final Order,” respectively, and together, the “Proposed Orders”), pursuant to sections 105, 345, 363, 364(b), and 503(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2015-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), (a) authorizing, but not directing, the Debtor to: (i) continue its existing cash management system, including the continued maintenance of its existing bank accounts, and business forms; (ii) honor certain prepetition obligations related thereto; (iii) continue to perform under and honor certain intercompany transactions in the ordinary course of business and provide administrative expense priority for postpetition intercompany claims to the extent set forth herein and (b) granting related relief. In support of the Motion, the Debtor relies

upon and incorporates by reference the *Declaration of Abigail Jenkins, President and Chief Executive Office of Gamida Cell Inc., in Support of Chapter 11 Petition and First Day Motions*, filed with the Court concurrently herewith (the “Jenkins Declaration”).¹ In further support of the Motion, the Debtor, by and through its undersigned counsel, respectfully represents:

JURISDICTION

1. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this Case and the Motion 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). Venue of this Case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

2. 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 the entry of a final judgment or order with respect to the Motion if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

3. The statutory and legal predicates for the relief requested herein are sections 105, 345, 363, 364(b), and 503(b) of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rule 2015-2.

BACKGROUND

4. On the date hereof (the “Petition Date”), the Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its

¹ All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Jenkins Declaration.

business and manage its properties as debtor and debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. No creditors' committee has been appointed in this Case. No trustee or examiner has been appointed in this Case.

6. Gamida (US), along with Gamida Cell Ltd. ("Parent") and together with Gamida (US), the "Company", is a biotech company developing cutting edge technology that uses human cells to treat different blood related disorders including leukemia, lymphoma, and other severe blood conditions. The Company commenced proceedings in Israel and the United States to implement a comprehensive, value-maximizing financial restructuring that significantly deleverages the Company while providing it with a financial runway and support for the commercialization of Omisirge, the Company's groundbreaking therapeutic. Confirmation of the prepackaged plan in this Chapter 11 Case is the last of a series of transactions to implement the Company's restructuring. Prior to the commencement of this Chapter 11 Case, the *Prepackaged Chapter 11 Plan of Reorganization of Gamida Cell Inc.* (the "Plan") was solicited and unanimously accepted by all creditors entitled to vote on the Plan. The Plan is supported by the Debtor's largest and only known unsecured creditor, Highbridge.

7. More detailed factual background regarding the Debtor and the commencement of this Case is set forth in the Jenkins Declaration.

A. Cash Management System

8. In the ordinary course of its business, the Debtor maintains a cash management system (the "Cash Management System") to manage its cash flow in an organized, cost-effective, and efficient manner. The Debtor uses its Cash Management System to, among other things, collect, transfer, and disburse funds in support of its business. The Cash Management System has

been in place for several years and is essential to the stability of the Debtor's assets and business objectives, and to maximizing the value of its estate.

9. The Cash Management System is vital to the Debtor's ability to conduct its daily operations, including paying its vendors, employees, and stakeholders. The Cash Management System provides significant benefits to the Debtor including, among other things, the ability to control corporate funds, to ensure the availability of funds when necessary, and to reduce costs and administrative expenses by facilitating the movement of funds and developing timely and accurate account balance information.

10. Overall, the Cash Management System consists primarily of four bank accounts utilized by the Debtor through which the Debtor is able to manage cash receipts and disbursements (collectively, the "Bank Accounts"). A schedule of all Bank Accounts maintained by the Debtor is attached as Exhibit C hereto. The Bank Accounts are maintained at Oppenheimer & Co. Inc. ("Oppenheimer"), and Silicon Valley Bank ("SVB"), respectively.

11. In the ordinary course, the Debtor utilizes its checking account at SVB as its primary operating account used to collect receipts and disburse funds, including to pay employee wages and benefits and the Debtor's vendors. The Debtor's two other SVB accounts are collateral money market accounts used to hold deposits that serve as collateral to support (i) the lease of its primary office space in Boston and (ii) its Credit Card Program (as defined herein), respectively. The Debtor maintains a money market account at Oppenheimer that has historically been used to hold the Debtor's long-term cash reserves and to facilitate larger transactions.

12. Any disruption to the Cash Management System would have an immediate adverse impact on and cause irreparable harm to the Debtor's business and would impair the Debtor's ability to successfully administer this Chapter 11 Case. It would be time consuming, difficult, and

costly for the Debtor to establish an entirely new system of accounts and a new cash management system. Such a transition would also be prone to errors. Indeed, given the required approvals and bank processing time, it would not be possible to open new bank accounts in the expedited timeframe contemplated for this Chapter 11 Case. Moreover, the Debtor may not have the liquidity to fulfill standard pre-funding requirements to open a new business account. Requiring any changes to the Debtor's cash management procedures at the outset of this case would create unnecessary delay and pressure on the Debtor and its employees while they work to meet the other administrative obligations imposed by chapter 11 and consummate the Restructuring Transactions by the deadlines set forth in the Restructuring Support Agreement. The Debtor will maintain records of all transfers within the Cash Management System to the same extent they were recorded by the Debtor before the Petition Date. As a result, the Debtor will be able to document and record the transactions occurring within the Cash Management System for the benefit of all parties in interest.

13. Accordingly, to minimize the disruption caused by this Chapter 11 Case, maximize the value of the Debtor's estate, and ensure the seamless operation of the Debtor's business and to realize the benefits of the Cash Management System, the Debtor should be allowed to continue using the Cash Management System and should not be required to open new bank accounts. Thus, the Debtor request authority to continue to utilize its existing Cash Management System during the pendency of this Chapter 11 Case, subject to the terms described herein.

B. Credit Card Program

14. As a part of its Cash Management System, the Debtor provides certain employees with access to credit cards issued by SVB (the "Credit Cards") under a corporate credit card program (the "Credit Card Program"). The Credit Card Program is used to cover certain payments

for business travel expenses, such as flights, hotel stays and meals, and other necessary and approved business expenses. Recurring charges for certain essential business services are also automatically charged to the Credit Cards. The Debtor pays the balances accrued for approved charges on the Credit Cards directly to SVB. The Debtor is required to maintain cash collateral in the amount of \$250,000 in its collateral money market account with SVB as a deposit to secure its obligations under the Credit Card Program. As of the Petition Date, there were three credit cards issued by SVB under the Credit Card Program. The average aggregate spending on the Credit Cards is approximately \$15,000 per month.

15. The Credit Card Program is an integral part of the Debtor's Cash Management System. Continued use of the Credit Cards for travel and other business purposes is essential to the continued operations of the Debtor's business, including the commercialization of Omisirge. Doing so will allow it to maximize value of the estate for the benefit of all parties in interest. Accordingly, the Debtor seeks authority to continue using the Credit Cards and incurring obligations under the Credit Card Program and to honor all past and future obligations to SVB under the Credit Card Program in the ordinary course of business on a postpetition basis, including, without limitation, making timely payments on account of charges made under the Credit Card Program both prior to and after the Petition Date.

C. Bank Fees and Charges

16. In the ordinary course, the banks and financial institutions involved in the Debtor's Cash Management System (the "Banks") charge, and the Debtor pays, honors, or allows the deduction from the appropriate account, certain service and other fees, costs, charges, and expenses (collectively, the "Bank Fees"). During the calendar year 2023, the Bank Fees averaged

approximately \$469 per month.² As of the Petition Date, the Debtor is current on all Bank Fees. Payment of the Bank Fees is in the best interests of the Debtor and all parties in interest, as it will prevent unnecessary disruption to the Cash Management System and ensure that receipt and disbursement of the Debtor's funds is not delayed.

D. Debtor's Compliance with U.S. Trustee Guidelines

17. Section 345 of the Bankruptcy Code governs a debtor's cash deposits during a chapter 11 case and authorizes deposits of money as "will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment." For deposits or investments that are not "insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States," section 345(b) of the Bankruptcy Code requires the estate to obtain, from the entity with which the money is deposited, a bond in favor of the United States and secured by the undertaking of an adequate corporate surety, or "the deposit of securities of the kind specified in section 9303 of title 31," unless the Court "for cause" orders otherwise. 11 U.S.C. § 345(a)-(b).

18. To comply with section 345 of the Bankruptcy Code, the U.S. Trustee generally requires chapter 11 debtors to, among other things, deposit all estate funds into an account with an authorized depository that agrees to comply with certain requirements set by the U.S. Trustee in accordance with the Region 3 Guidelines for Debtors-in-Possession (the "U.S. Trustee Guidelines"). Although SVB is not on the Region 3 Authorized Depository List, SVB has recently become a division of First Citizens Bank, which is listed on the Region 3 Authorized Depository List. Additionally, although Oppenheimer is not on the list, the Debtor's account at Oppenheimer is insured.

² This amount includes certain bank service and other fees, costs, charges, and expenses incurred by the Debtor's parent, which is not a debtor in this Case.

19. Accordingly, the Debtor believes that the Bank Accounts comply with section 345(b) of the Bankruptcy Code because such Bank Accounts are maintained at banks insured by federal agencies, such as the Federal Deposit Insurance Corporation (the “FDIC”) or the Securities Investor Protection Corporation (“SIPC”). As of the Petition Date, each of the Bank Accounts is insured by the FDIC or SIPC.

E. The Debtor’s Existing Business Forms

20. In the ordinary course of business, the Debtor uses a variety of checks and business forms. To minimize expenses to its estate and avoid unnecessary confusion to its employees, customers, and suppliers, the Debtor submits it is appropriate to continue to use all checks, correspondence, and other business forms (including, without limitation, letterhead, purchase orders, and invoices) (collectively, the “Business Forms”) as such forms were in existence immediately before the Petition Date and without reference to the Debtor’s status as debtor-in-possession, rather than requiring the Debtor to incur the expense and delay of ordering entirely new business forms.

F. The Intercompany Transactions

21. In the ordinary course of its prepetition business, the Debtor engaged in routine business transactions with its Parent (the “Intercompany Transactions”) resulting in receivables and payables (the “Intercompany Claims”). As such, it has been the Debtor’s practice to collect and move funds through various Bank Accounts to ensure the continued operation of the Debtor and Parent. Accordingly, at any given time, there may be Intercompany Claims owed by the Debtor to Parent. The Debtor maintains records of Intercompany Transactions and can ascertain, trace, and account for the Intercompany Transactions. As set forth in the Jenkins Declaration more

fully, Parent is proceeding in a parallel reorganization in this Court pursuant Chapter 15 of the Bankruptcy Code, and in connection with its court-approved debt arrangement in Israel.

22. In order to preserve the value of the Debtor's estate, the Debtor seeks authorization to continue to engage in the Intercompany Transactions, solely with respect to any reorganization costs that may become due, in the ordinary course of business and consistent with past practice, and to grant administrative expense priority status to postpetition Intercompany Transactions in accordance with sections 364(a) and 503(b) of the Bankruptcy Code. While the Debtor will continue to operate in the ordinary course, the Debtor does not anticipate any cash payments to Parent or the incurrence of any material obligation on their behalf during this Case.

RELIEF REQUESTED

23. By this Motion, the Debtor requests entry of interim and final orders, pursuant to sections 105, 345, 363, 364(b), and 503(b), of the Bankruptcy Code, Bankruptcy Rules 6003 and 6004, and Local Rule 2015-2, authorizing, but not directing, the Debtor to: (i) continue its existing cash management system, including the continued maintenance of its existing bank accounts, and business forms; (ii) honor certain prepetition obligations related thereto, (iii) continue to perform under and honor certain Intercompany Transactions in the ordinary course of business; and; (iii) provide administrative expense priority for postpetition Intercompany Claims to the extent set forth herein.

BASIS FOR RELIEF

A. The Debtor Should Be Authorized to Continue to Use Its Existing Cash Management System

24. The Debtor respectfully requests the authority to continue its existing Cash Management System. In light of the complexity of the Debtor's operations, maintenance of the Debtor's current Cash Management System is important for the Debtor's successful prosecution

of this case, as well as the preservation and enhancement of the value of the Debtor's assets. The Cash Management System constitutes an ordinary course and essential business practice of the Debtor. The Cash Management System provides significant benefits to the Debtor, including the ability to: (i) control corporate funds; (ii) ensure the maximum availability of funds when and where necessary; (iii) reduce costs and administrative expenses by facilitating the movement of funds; and (iv) allow the Debtor to operate at maximum efficiency.

25. To assure a smooth and orderly transition into chapter 11 and maximize value, it is vital that the Cash Management System continue to function during the pendency of this Case in the same manner as it functioned prepetition. As a practical matter, because of the Debtor's corporate and financial structure, it would be difficult and expensive to establish and maintain a separate cash management system for the Debtor. Requiring the Debtor to adopt and implement a new cash management system at this critical stage of its Case would be extraordinarily disruptive and destructive given the limited amount of time the Debtor expects to spend in chapter 11. Any such disruption would have a severe and adverse impact upon the value of the Debtor's estate and its ability to timely consummate the Restructuring Transactions, which include payment in full of the Debtor's unsecured creditors (except for the Consenting Creditors). Therefore, maintaining the existing Cash Management System is in the best interest of all parties in interest.

26. The Debtor's request for authorization to continue to use its Cash Management System is consistent with section 363(c)(1) of the Bankruptcy Code, which authorizes a debtor-in-possession to "use property of the estate in the ordinary course of business, without notice or a hearing." 11 U.S.C. § 363(c)(1). Section 363(c)(1) is intended to provide a debtor-in-possession with the flexibility to engage in the ordinary transactions required to operate its business. *See, e.g., In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992); *see also In re Nellson Nutraceutical*,

Inc., 369 B.R. 787, 796 (Bankr. D. Del. 2007). Included within the purview of section 363(c) is a debtor's ability to continue the routine transactions necessitated by its cash management system. *See Amdura Nat'l Distrib. Co. v. Amdura Corp. (In re Amdura Corp.)*, 75 F.3d 1447, 1453 (10th Cir. 1996). Nevertheless, the Debtor brings this Motion out of an abundance of caution, to the extent any aspect of the Cash Management System could be considered as outside the ordinary course of business for purposes of section 363(c).

27. Courts in this and other districts have noted that an integrated cash management system “allows efficient utilization of cash resources and recognizes the impracticalities of maintaining separate cash accounts for the many different purposes that require cash.” *In re Columbia Gas Sys., Inc.*, 136 B.R. 930, 934 (Bankr. D. Del. 1992), *rev'd in part on other grounds*, 997 F.2d 1039 (3d Cir. 1993); *see also Southmark Corp. v. Grosz (In re Southmark Corp.)*, 49 F.3d 1111, 1114 (5th Cir. 1995) (finding cash management system allows a debtor “to administer more efficiently and effectively its financial operations and assets”). The United States Court of Appeals for the Third Circuit has agreed, emphasizing that requiring a debtor to maintain separate accounts “would be a huge administrative burden and economically inefficient.” *Columbia Gas Sys.*, 997 F.2d at 1061.

28. As noted above, maintaining the existing Cash Management System is in the best interests of the Debtor's estate and all parties in interest, and, therefore, should be approved. If the Debtor is required to significantly alter the way in which it collects and disburses cash throughout the Cash Management System, its operations will experience severe disruptions, which ultimately would frustrate the Debtor's ability to maximize value for its stakeholders.

B. The Debtor Should Be Authorized to Maintain Its Existing Bank Accounts and Continue to Use Its Existing Business Forms

29. The Debtor respectfully requests that the Court waive certain requirements of the U.S. Trustee Operating Guidelines, which require, among other things, the closure of the Debtor's prepetition Bank Accounts, the opening of new bank accounts, and the immediate ordering of new checks with a label referencing the Debtor as "Debtor-In-Possession."³ Strict enforcement of the U.S. Trustee Guidelines during this Case would severely disrupt the Debtor's ordinary financial operations and impair the Debtor's ability to timely consummate the Restructuring Transactions.

30. Accordingly, the Debtor respectfully requests that the Court allow it to operate each of the Bank Accounts as such accounts were maintained in the ordinary course of business before the Petition Date. The Debtor believes that its Case will be more orderly if it is permitted to maintain all Bank Accounts with the same account numbers during this Case. By preserving business continuity and avoiding disruption and delay to the Debtor's disbursement obligations, all parties in interest, including employees, vendors, and customers, will be best served by the relief requested.

31. If the Debtor was required to open new accounts, it would likely be unable to timely implement the Restructuring Transactions. The Debtor has the ability to monitor disbursements from its Bank Accounts to ensure that only those prepetition obligations, to the extent there are any, which have been expressly approved by the Court are paid.⁴

³ Although these requirements are designed to provide a clear line of demarcation between prepetition and postpetition claims and payments, and to help protect against the inadvertent payment of prepetition claims by preventing banks from honoring checks drawn before the Petition Date, the Debtor Cash Management System allows for appropriate fund tracking to accomplish the same demarcation efforts.

⁴ In addition, to the extent necessary, the Debtor requests authorization to open new bank accounts at its existing Banks or other authorized depositories designated by the U.S. Trustee.

32. Additionally, the Debtor uses numerous Business Forms in the ordinary course of its business. In order to minimize expenses to its estate, pursuant to Local Rule 2015-2(a), the Debtor requests authority to continue using its existing prepetition Business Forms without reference to its status as debtor-in-possession or any other alteration. The Debtor also requests that it be authorized to continue to use its existing check stock. The Debtor submits that parties in interest will not be prejudiced if the Debtor is authorized to continue to use its existing checks and Business Forms. The Debtor will be sending a notice of commencement of this Case to all creditors. Most parties doing business with the Debtor undoubtedly will be aware of its status as debtor-in-possession; thus, changing checks immediately is unnecessary and unduly burdensome.

33. In other chapter 11 cases, courts in this jurisdiction have granted substantially similar relief. *See, e.g., In re MVK FarmCo LLC*, No. 23-11721 (LSS) (Bankr. D. Del. Nov.13, 2023) (authorizing the debtors to continue to use its preprinted check stock without the “debtor-in-possession” designation); *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del. Sept. 14, 2023) (same); *In re EdgeMarc Energy Holdings, LLC*, No. 19-11104 (BLS) (Bankr. D. Del. May 16, 2019) (same); *In re Southcross Energy Partners, L.P.*, No. 19-10702 (MFW) (Bankr. D. Del. Apr. 2, 2019) (authorizing debtor to continue using “business forms substantially in the forms existing immediately before the Petition Date, without reference to its status as debtor-in-possession” and to order Debtor-in-Possession forms upon depletion of existing forms). Similar authorization is likewise appropriate in this Case.

C. The Court Should Authorize the Banks to Continue to Maintain, Service, and Administer the Bank Accounts in the Ordinary Course of Business

34. The Debtor respectfully requests that the Court authorize the banks and financial institutions at which the Bank Accounts are maintained to continue to maintain, service, and administer the Bank Accounts as accounts of a debtor-in-possession, without interruption and in

the ordinary course of business. In this regard, the Banks should be authorized and directed to receive, process, honor and pay any and all checks and other instructions, and drafts payable through, drawn or directed on the Bank Accounts after the Petition Date by holders, makers or other parties entitled to issue instructions with respect thereto.

35. The Debtor further requests that the Court authorize the Banks to accept and honor all representations from the Debtor as to which checks, drafts or wires should be honored or dishonored consistent with any order of the Court and governing law, whether such checks, drafts or wires are dated before or after the Petition Date. The Debtor also requests that, to the extent a Bank honors a prepetition check or other item drawn on any account either (i) at the direction of the Debtor; (ii) in a good-faith belief that the Court has authorized such prepetition check or item to be honored; or (iii) as a result of an innocent mistake made despite the above-described protective measures, such Bank shall not be deemed to be liable to the Debtor or its estate on account of such prepetition check or other item honored postpetition. The Debtor respectfully submits that such relief is reasonable and appropriate because the Banks are not in a position to independently verify or audit whether a particular item may be paid in accordance with a Court order or otherwise. The Debtor further requests that the Banks be authorized to (i) honor the Debtor's directions with respect to the opening, re-opening, and closing of any Bank Account, and (ii) accept and hold, or invest, the Debtor's funds in accordance with the Debtor's instructions, provided in each case that the Debtor's Banks shall not have any liability to any party for relying on such representations.

36. Moreover, the Debtor requests that the Court authorize (i) the Banks to charge, and the Debtor to pay or honor, both prepetition and postpetition service and other fees, costs, charges and expenses to which the Banks are entitled under the terms and in accordance with its contractual

arrangements with the Debtor, and (ii) charge-back returned items to the Bank Accounts, whether such items are dated before, on or after the Petition Date, in the ordinary course of business during the pendency of this Case.

D. The Debtor Should be Authorized to Continue Intercompany Transactions and Administrative Expense Status Should Be Granted to Intercompany Claims

37. The Debtor respectfully requests that it be allowed to continue the Intercompany Transactions in the ordinary course of business, and request that the postpetition Intercompany Claims should be afforded administrative expense priority pursuant to sections 503(b)(1) and 364(b) of the Bankruptcy Code so that the Debtor will continue to bear the ultimate payment responsibility for its ordinary course transactions. The Debtor will continue to maintain accurate and current records with respect to all Intercompany Transactions and Intercompany Claims.

38. Section 503(b)(1) of the Bankruptcy Code provides, in pertinent part, that after notice and a hearing “there shall be allowed administrative expenses . . . including the actual, necessary costs and expenses of preserving the estate including – wages, salaries, and commissions for services rendered after the commencement of the case” 11 U.S.C. §503(b)(1). Administrative expense treatment for intercompany claims has been granted in other comparable chapter 11 cases in this district. *See, e.g., In re MVK FarmCo LLC*, No. 23-11721 (LSS) (Bankr. D. Del. Nov.13, 2023) (granting administrative expense status to intercompany claims); *In re Yellow Corp.*, No. 23-11069 (CTG) (Bankr. D. Del. Sept. 14, 2023) (same); *In re Lannett Co. Inc.*, No. 23-10559 (JKS) (Bankr. D. Del. June 5, 2023) (same); *In re EdgeMarc Energy Holdings, LLC*, No. 19-11104 (BLS) (Bankr. D. Del. May 16, 2019) (same); *In re Southcross Energy Partners, L.P.*, No. 19-10702 (MFW) (Bankr. D. Del. Apr. 2, 2019) (same).

39. The Debtor’s operations are dependent on access to and participation in the Intercompany Transactions, therefore, continuation of the Intercompany Transactions is in the best

interests of the Debtor, its estate, and all parties in interest. Precluding the Debtor from continuing the Intercompany Transactions and honoring the Intercompany Claims would create an unnecessary administrative and financial burden on the Debtor's estate, which would distract them from the full attention required to administer its Case.

IMMEDIATE RELIEF IS NECESSARY

40. Bankruptcy Rule 6003 provides that the relief requested in this Motion may be granted if the "relief is necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003. As set forth throughout this Motion, any disruption of the current Cash Management System would substantially diminish or impair the Debtor's efforts in this Case to preserve and maximize the value of its estate.

41. For this reason and those set forth above, the Debtor respectfully submits that Bankruptcy Rule 6003(b) has been satisfied and the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtor and its estate.

WAIVER OF ANY APPLICABLE STAY

42. The Debtor also requests that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). As described above, the relief that the Debtor seeks in this Motion is necessary for the Debtor to operate its business without interruption and to preserve value for its estate. Accordingly, the Debtor respectfully requests that the Court waive the 14 day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

RESERVATION OF RIGHTS

43. Nothing in the Proposed Orders or this Motion (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtor and its estate, (ii) shall impair, prejudice, waive or otherwise affect the rights of the Debtor and its estate with respect to the validity, priority or amount of any claim against the Debtor and its estate, or (iii) shall be construed as a promise to pay a claim.

NOTICE

44. The Debtor will provide notice of this Motion to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the parties included on the Debtor's list of twenty (20) largest unsecured creditors; (iii) the financial institutions at which the Bank Accounts are maintained; and (iv) all parties who, as of the filing of this Motion, have filed a notice of appearance and request for service of papers pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). As this Motion is seeking "first day" relief, within two business days of the hearing on this Motion, the Debtor will serve copies of this Motion and any order entered in respect to this Motion as required by Local Rule 9013-1(m). In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is necessary.

CONCLUSION

WHEREFORE, for the reasons set forth herein and in the Jenkins Declaration, the Debtor respectfully requests that the Court enter interim and final orders, substantially in the forms attached hereto, granting the relief requested in the Motion and such other and further relief as is just and proper.

Dated: May 13, 2024

BLANK ROME LLP

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EXHIBIT A

Proposed Interim 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)

**INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO (A) CONTINUE ITS
EXISTING CASH MANAGEMENT SYSTEM, INCLUDING CONTINUED USE OF
EXISTING BANK ACCOUNTS AND BUSINESS FORMS, (B) HONOR CERTAIN
PREPETITION OBLIGATIONS RELATED THERETO, (C) CONTINUE CERTAIN
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)¹ of the Debtor in the above-captioned chapter 11 case (the “Case”), for entry of an interim order (this “Interim Order”), pursuant to sections 105, 345, 363, 364(b), and 503(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2015-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), authorizing, but not directing, the Debtor to: (i) continue its existing cash management system, including the continued maintenance of its existing bank accounts, and business forms; (ii) honor certain prepetition obligations related thereto; (iii) continue to perform under and honor certain Intercompany Transactions in the ordinary course of business; and (iv) provide administrative expense priority for postpetition Intercompany Claims to the extent set forth herein; and upon consideration of the Jenkins Declaration and the record of this case; and it appearing that the Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

dated February 29, 2012; and it appearing that the Motion is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of this Case and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and it appearing that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED on an interim basis as set forth herein.

2. Subject to this Interim Order, the Debtor is authorized, but not directed, to: (i) continue its existing cash management system, including the continued maintenance of its existing bank accounts, and business forms; (ii) honor certain prepetition obligations related thereto; (iii) continue to perform under and honor the Intercompany Transactions in the ordinary course of business, subject to paragraph 4 below; and (iv) provide administrative expense priority for postpetition Intercompany Claims.

3. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2024, at __:__.m., prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m., prevailing Eastern Time, on _____, 2024, and shall be served on: (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. If no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without further notice or hearing.

4. The Debtor is further authorized to: (i) continue to use, with the same account numbers, all of the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit C** to the Motion; (ii) use, in its present form, all checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtor's status as debtor-in-possession; (iii) treat the Bank Accounts for all purposes as accounts of the Debtor as debtor-in-possession; (iv) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers and debits; and (v) pay any ordinary course prepetition or postpetition bank fees incurred in connection with the Bank

Accounts, and to otherwise perform its obligations under the documents governing the Bank Accounts.

5. All Banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtor as debtor-in-possession, without interruption and in the ordinary course of business. In this regard, the Banks are authorized to, and the Debtor is authorized to direct (as may be required) the Banks to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. All Banks provided with notice of this Interim Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtor specifically issues stop payment orders in accordance with the documents governing such Bank Accounts.

7. In the course of providing cash management services to the Debtor, any Bank, without further order of this Court, is authorized to (i) charge, and the Debtor is authorized to pay or honor, both prepetition and postpetition service and other fees, costs, charges and expenses to which the Banks are entitled under the terms and in accordance with its contractual arrangements with the Debtor, and (ii) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or after the Petition Date, in the ordinary course of business during the pendency of this Case.

8. Notwithstanding any other provision of this Interim Order, any Bank may rely on the representations of the Debtor with respect to whether any check, draft, wire, payment order, or other transfer drawn or issued by the Debtor before the Petition Date should be honored pursuant

to this or any other order of this Court, and any Bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order shall not have any liability to any party for relying on such representations by the Debtor as provided for herein.

9. Any Bank is further authorized to (i) honor the Debtor's directions with respect to the opening, re-opening, and closing of any Bank Account, and (ii) accept and hold, or invest, the Debtor's funds in accordance with the Debtor's instructions; *provided*, in each case, that the Debtor's Banks shall not have any liability to any party for relying on such representations.

10. For Banks at which the Debtor holds Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after date of entry of this Interim Order, the Debtor shall (i) contact each bank, (ii) provide the bank with the Debtor's employer identification number, and (iii) identify each of its bank accounts held at such banks as being held by a debtor-in-possession in a bankruptcy case.

11. The Debtor is authorized to use its existing Business Forms; *provided, however*, that once the Debtor's existing check stock has been used, the Debtor shall, when reordering checks, use the designation "Debtor-in-Possession" and the corresponding bankruptcy case number will be listed on all checks; *provided, further*, however that with respect to checks which the Debtor or its agents print themselves, the Debtor shall begin printing on such checks "Debtor-in-Possession" and, to the extent that there is sufficient space on such checks, the corresponding bankruptcy case number, within ten (10) days after the date of the entry of this Interim Order.

12. To the extent that any of the Bank Accounts are not in compliance with the requirements of section 345(b) of the Bankruptcy Code, the Debtors shall have until the date that is 30 days after the Petition Date, without prejudice to seek additional extension, to either come into compliance with the requirements of section 345(b) of the Bankruptcy Code or to make such

other arrangements, including by seeking relief consistent with Local Rule 4001-3, as are agreed to by the U.S. Trustee or approved by the Court; *provided* that, to the extent an agreement cannot be reached, nothing in this Interim Order shall prevent the Debtor or the U.S. Trustee from seeking further relief from the Court.

13. Each of the Debtor's Banks is authorized to debit the Debtor's accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtor's accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of Debtor's accounts with such bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any bank as service charges for the maintenance of the Cash Management System.

14. The Debtor is authorized to open any new Bank Accounts or close any existing Bank Accounts as they may deem necessary and appropriate in its sole discretion; *provided, however*, that the Debtor give notice within 15 days to the Office of the United States Trustee for the District of Delaware and any statutory committees appointed in this case; *provided, further*, however that the Debtor shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

15. The Debtor is authorized to continue using the Credit Cards and incurring obligations under the Credit Card Program in the ordinary course of business, consistent with its past practice, and to honor all past and future obligations to SVB under the Credit Card Program

in the ordinary course of business on a postpetition basis, including, without limitation, making timely payments on account of charges made under the Credit Card Program both prior to and after the Petition Date.

16. The Debtor is authorized to continue engaging in Intercompany Transactions in the ordinary course of business, consistent with its past practice. The Debtor shall maintain accurate and detailed records in the ordinary course of business reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions. Unless otherwise ordered by the Court, all Intercompany Claims arising after the Petition Date shall be accorded administrative expense status in accordance with section 503(b) of the Bankruptcy Code.

17. Nothing in this Interim Order, nor as a result of any payment made pursuant to this Interim Order, (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtor and its estate, (b) shall impair, prejudice, waive or otherwise affect the rights of the Debtor and its estate with respect to the validity, priority or amount of any claim against the Debtor and its estate, or (c) shall be construed as a promise to pay a claim.

18. Bankruptcy Rule 6003(b) has been satisfied.

19. Notwithstanding any provision in the Bankruptcy Rules to the contrary: (i) this Interim Order shall be effective immediately and enforceable upon its entry; (ii) the Debtor is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this order; and (iii) the Debtor is authorized and empowered, and may in its discretion and without further delay, take any action necessary or appropriate to implement this Interim Order.

20. Under the circumstances of this case, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

21. As soon as possible after entry of this Interim Order, the Debtor will serve a copy of this Interim Order to the banks at which the Bank Accounts are maintained and will request that each Bank internally code each of the Bank Accounts as “debtor-in-possession” accounts.

22. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Interim Order.

EXHIBIT B

Proposed Final 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)

**FINAL ORDER (I) AUTHORIZING THE DEBTOR TO (A) CONTINUE ITS EXISTING
CASH MANAGEMENT SYSTEM, INCLUDING CONTINUED USE OF EXISTING
BANK ACCOUNTS AND BUSINESS FORMS, (B) HONOR CERTAIN PREPETITION
OBLIGATIONS RELATED THERETO, (C) CONTINUE CERTAIN
INTERCOMPANY TRANSACTIONS, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)¹ of the Debtor in the above-captioned chapter 11 case (the “Case”), for entry of a final order (this “Final Order”), pursuant to sections 105, 345, 363, 364(b), and 503(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2015-2 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), authorizing, but not directing, the Debtor to: (i) continue its existing cash management system, including the continued maintenance of its existing bank accounts, and business forms; (ii) honor certain prepetition obligations related thereto; (iii) continue to perform under and honor certain Intercompany Transactions in the ordinary course of business; and (iv) provide administrative expense priority for postpetition Intercompany Claims to the extent set forth herein; and upon consideration of the Jenkins Declaration and the record of this Case; and it appearing that the Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29,

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

2012; and it appearing that the Motion is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of this Case and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Motion has been given under the circumstances, and that no other or further notice need be given; and it appearing that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtor is authorized, but not directed, to: (i) continue its existing Cash Management System, including the continued maintenance of its existing Bank Accounts and Business Forms; (ii) honor certain prepetition obligations related thereto; (iii) continue to perform under and honor the Intercompany Transactions in the ordinary course of business, subject to paragraph 3 below; and (iv) provide administrative expense priority for postpetition Intercompany Claims
3. The Debtor is further authorized to: (i) continue to use, with the same account numbers, all of the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit C** to the Motion; (ii) use, in its present form, all checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the Debtor's status as debtor-in-possession; (iii) treat the Bank Accounts for all purposes as accounts of the Debtor as debtor-in-possession; (iv) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers and debits; and (v) pay any ordinary course prepetition or postpetition bank fees incurred in connection with the Bank

Accounts, and to otherwise perform its obligations under the documents governing the Bank Accounts.

4. All Banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the Debtor as debtor-in-possession, without interruption and in the ordinary course of business. In this regard, the Banks are authorized to, and the Debtor is authorized to direct (as may be required) the Banks to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

5. All Banks provided with notice of this Final Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which the Debtor specifically issues stop payment orders in accordance with the documents governing such Bank Accounts.

6. In the course of providing cash management services to the Debtor, any Bank, without further order of this Court, is authorized to (i) charge, and the Debtor is authorized to pay or honor, both prepetition and postpetition service and other fees, costs, charges and expenses to which the Banks are entitled under the terms and in accordance with its contractual arrangements with the Debtor, and (ii) charge-back returned items to the Bank Accounts, whether such items are dated before, on, or after the Petition Date, in the ordinary course of business during the pendency of this Case.

7. Notwithstanding any other provision of this Final Order, any Bank may rely on the representations of the Debtor with respect to whether any check, draft, wire, payment order, or other transfer drawn or issued by the Debtor before the Petition Date should be honored pursuant

to this or any other order of this Court, and any Bank that honors a prepetition check or other item drawn on any account that is the subject of this Final Order shall not have any liability to any party for relying on such representations by the Debtor as provided for herein.

8. Any Bank is further authorized to (i) honor the Debtor's directions with respect to the opening, re-opening, and closing of any Bank Account, and (ii) accept and hold, or invest, the Debtor's funds in accordance with the Debtor's instructions; *provided*, in each case, that the Debtor's Banks shall not have any liability to any party for relying on such representations.

9. For banks at which the Debtor holds bank accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, as soon as possible after the date of entry of this Final Order the Debtor shall (i) contact each bank, (ii) provide the bank with the Debtor's employer identification number, and (iii) identify each of its bank accounts held at such banks as being held by a debtor-in-possession in a bankruptcy case.

10. The Debtor is authorized to use its existing Business Forms; *provided, however*, that once the Debtor's existing check stock has been used, the Debtor shall, when reordering checks, the designation "Debtor-in-Possession" and the corresponding bankruptcy case number will be listed on all checks; *provided, further*, however that with respect to checks which the Debtor or its agents print themselves, the Debtor shall begin printing on such checks "Debtor-in-Possession" and, to the extent that there is sufficient space on such checks, the corresponding bankruptcy case number, within ten (10) days after the date of the entry of this Final Order.

11. To the extent that any of the Bank Accounts are not in compliance with the requirements of section 345(b) of the Bankruptcy Code, the Debtors shall have until the date that is 30 days after the Petition Date, without prejudice to seek additional extension, to either come into compliance with the requirements of section 345(b) of the Bankruptcy Code or to make such

other arrangements, including by seeking relief consistent with Local Rule 4001-3, as are agreed to by the U.S. Trustee or approved by the Court; *provided* that, to the extent an agreement cannot be reached, nothing in this Final Order shall prevent the Debtor or the U.S. Trustee from seeking further relief from the Court.

12. Each of the Debtor's Banks is authorized to debit the Debtor's accounts in the ordinary course of business without the need for further order of this Court for: (i) all checks drawn on the Debtor's accounts which are cashed at such Bank's counters or exchanged for cashier's checks by the payees thereof prior to the Petition Date; (ii) all checks or other items deposited in one of Debtor's accounts with such Bank prior to the Petition Date which have been dishonored or returned unpaid for any reason, together with any fees and costs in connection therewith, to the same extent the Debtor was responsible for such items prior to the Petition Date; and (iii) all undisputed prepetition amounts outstanding as of the date hereof, if any, owed to any Bank as service charges for the maintenance of the Cash Management System.

13. The Debtor is authorized to open any new Bank Accounts or close any existing Bank Accounts as they may deem necessary and appropriate in its sole discretion; *provided, however,* that the Debtor give notice within 15 days to the Office of the United States Trustee for the District of Delaware and any statutory committees appointed in this Case; *provided, further,* however that the Debtor shall open any such new Bank Account at banks that have executed a Uniform Depository Agreement with the Office of the United States Trustee for the District of Delaware, or at such banks that are willing to immediately execute such an agreement.

14. The Debtor is authorized to continue using the Credit Cards and incurring obligations under the Credit Card Program in the ordinary course of business, consistent with its past practice, and to honor all past and future obligations to SVB under the Credit Card Program

in the ordinary course of business on a postpetition basis, including, without limitation, making timely payments on account of charges made under the Credit Card Program both prior to and after the Petition Date.

15. The Debtor is authorized to continue engaging in Intercompany Transactions in the ordinary course of business, consistent with its past practice. The Debtor shall maintain accurate and detailed records in the ordinary course of business reflecting transfers of cash, if any, including Intercompany Transactions, so as to permit all such transactions to be readily ascertained, traced, recorded properly, and distinguished between prepetition and postpetition transactions. Unless otherwise ordered by the Court, all Intercompany Claims arising after the Petition Date shall be accorded administrative expense status in accordance with section 503(b) of the Bankruptcy Code.

16. Nothing in this Final Order, nor as a result of any payment made pursuant to this Final Order, (a) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtor and its estate, (b) shall impair, prejudice, waive or otherwise affect the rights of the Debtor and its estate with respect to the validity, priority or amount of any claim against the Debtor and its estate, or (c) shall be construed as a promise to pay a claim.

17. Bankruptcy Rule 6003(b) has been satisfied.

18. Notwithstanding any provision in the Bankruptcy Rules to the contrary: (i) this Final Order shall be effective immediately and enforceable upon its entry; (ii) the Debtor is not subject to any stay in the implementation, enforcement, or realization of the relief granted in this order; and (iii) the Debtor is authorized and empowered, and may in its discretion and without further delay, take any action necessary or appropriate to implement this Final Order.

19. Notice of the Motion is adequate under Bankruptcy Rule 6004(a).

20. As soon as possible after entry of this Final Order, the Debtor will serve a copy of this Final Order to the Banks at which the Bank Accounts are maintained and will request that each Bank internally code each of the Bank Accounts as “debtor-in-possession” accounts.

21. The Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Final Order.

EXHIBIT C**List of Debtor Bank Accounts**

Bank	Account Type	Last 4 Digits
Oppenheimer & Co., Inc. 666 Third Avenue, 13 th Fl. New York, NY 10017	Money Market Account	-8225
Silicon Valley Bank A Division of First Citizens Bank 3003 Tasman Dr. Santa Clara, CA 95054	Primary Operating Checking Account	-9314
	Collateral Money Market Account	-1751
	Collateral Money Market Account	-3182