

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

In re:

GAMIDA CELL INC.

Debtor.

Chapter 11

Case No. 24-11003 (JKS)

Re. Docket No. 11

**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**

Upon consideration of the motion (the “Motion”)¹ 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

¹ 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 9:30 a.m. (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 **9:00 a.m. (ET) on May 20, 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 **9:00 a.m. (ET) on May 20, 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], Malcolm Bates [malcolm.m.bates@usdoj.gov], and Timothy J. Fox

[Timothy.Fox@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 21, 2024 at 9:00 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.

Dated: May 15th, 2024
Wilmington, Delaware


J. KATE STICKLES
UNITED STATES BANKRUPTCY JUDGE

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"),¹ 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

¹ 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”).²

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.

² 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,³ **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>Proposed Co-Counsel to Gamida</i>	
BLANK ROME LLP Stanley B. Tarr John Lucian Lawrence R. Thomas III 1201 N. Market Street, Suite 800 Wilmington, Delaware 19801 Stanley.Tarr@BlankRome.com John.Lucian@BlankRome.com Lorenzo.Thomas@BlankRome.com -and- BLANK ROME LLP Evan J. Zucker 1271 Avenue of the Americas New York, NY 10020 Evan.Zucker@BlankRome.com	COOLEY LLP Michael Klein Evan Lazerowitz 55 Hudson Yards New York, NY 10001-2157 mklein@cooley.com elazerowitz@cooley.com -and- COOLEY LLP Olya Antle 1299 Pennsylvania Avenue, NW, Suite 700 Washington, DC 20004-2400 oantle@cooley.com
<i>Gamida</i>	<i>United States Trustee</i>
Gamida Cell Inc.	Office of The United States Trustee

³ 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 Boston, MA 02116	Attn: Jonathan Lipshie and Malcolm Bates 844 King Street Suite 2207 Wilmington, DE 19801 jon.lipshie@usdoj.gov Malcolm.M.Bates@usdoj.gov
<i>Counsel to Highbridge</i>	
YOUNG CONAWAY STARGATT & TAYLOR, LLP Kara Hammond Coyle Rodney Square, 1000 North King Street Wilmington, DE 19801 kcoyle@ycst.com	KING & SPALDING LLP Matthew Warren Geoffrey M. King Amy Cho Miguel Cadavid 110 N Wacker Drive, Suite 3800 Chicago, IL 60606 mwarren@kslaw.com gking@kslaw.com acho@kslaw.com 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. 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

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