



June 9, 2021

NOTICE TO HOLDERS OF

**BRISTOL-MYERS SQUIBB COMPANY CONTINGENT VALUE RIGHTS
(NYSE: BMY-RT; CUSIP No. 110122157)**

THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE SUBJECT SECURITIES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO SUCH BENEFICIAL OWNERS IN A TIMELY MANNER.

UMB Bank, National Association (the “Trustee”) serves as the successor Trustee under the Contingent Value Rights Agreement, dated as of November 20, 2019 (the “CVR Agreement”), by and between Bristol-Myers Squibb Company (the “Company”) and Equiniti Trust Company relating to the Company’s Contingent Value Rights (the “CVRs”). Capitalized terms not defined herein have the meaning given to them in the CVR Agreement.

As the Trustee has reported in prior Notices to Holders of the CVRs, the Trustee was appointed in December 2020 by Holders of a majority of the CVRs.

TRUSTEE FILING OF COMPLAINT AGAINST BRISTOL-MYERS SQUIBB COMPANY ON BEHALF OF ALL HOLDERS OF CVRS

On June 3, 2021, the Trustee, on behalf of all Holders of the CVRs, filed a complaint against the Company asserting claims for breach of the CVR Agreement (the “Complaint”). The Complaint was filed in the United States District Court for the Southern District of New York in the litigation captioned *UMB Bank, N.A., solely in its capacity as Trustee under the Contingent Value Rights Agreement by and between Bristol-Myers Squibb Company and Equiniti Trust Company, dated November 20, 2019 v. Bristol-Myers Squibb Company*, Case No. 1:21-cv-04897. A copy of the Complaint will be made available on the Trustee’s website at www.umb.com/BristolMyersCVR.

HOLDER PARTICIPATION UNDER THE PREPAID FORWARD AGREEMENT

Pursuant to that certain Notice to Holders dated as of February 26, 2021 (the “February 26th Notice”), the Trustee provided notice of, among other things: (1) the Trustee’s entry into that certain Prepaid Forward Agreement, dated as of February 23, 2021 (the “Prepaid Forward Agreement”) with certain holders (the “Initial Investors”) of the CVRs, or their respective Affiliates, and the other parties listed therein and (2) the opportunity to participate, on or before March 19, 2021 (the “Completion Date”), in the funding under the Prepaid Forward Agreement, subject to the terms and conditions set forth therein.

CVR Holders holding approximately 63.49% of the outstanding CVRs completed the steps necessary to participate in the funding under the Prepaid Forward Agreement.

General Description of the Prepaid Forward Agreement

Pursuant to the Prepaid Forward Agreement, each Investor (as defined in the Prepaid Forward Agreement) agreed to fund litigation and related activities against the Company for, among other things, breach of the CVR Agreement (the “Litigation”), up to its Pro Rata Share of \$50,000,000 (the “Funding Commitment”).

The Prepaid Forward Agreement governs, among other things, the application of amounts funded under the Prepaid Forward Agreement (the “Funded Amounts”) and the distribution of any recoveries from the Litigation (the “Litigation Proceeds”). Under the Prepaid Forward Agreement, Funded Amounts shall be used to pay, among other things, certain fees and expenses incurred by the Trustee and its counsel. In addition, under the Prepaid Forward Agreement, the Investors and Selendy & Gay PLLC (“Selendy”)¹ are entitled to a recovery, from any Litigation Proceeds, of capital and fees, respectively, and a declining percentage of Litigation Proceeds starting at 17.50% and ending at 10.00%, subject to a minimum return.

Additional Joinders to the Prepaid Forward Agreement

As described in the February 26th Notice, CVR Holders who satisfied certain requirements were provided with the opportunity to participate in the funding under the Prepaid Forward Agreement.

CVR Holders (excluding the Initial Investors) holding approximately 30.4% of the outstanding CVRs (the “Additional Investors”) completed the steps required to participate in the funding under the Prepaid Forward Agreement, resulting in approximately 465 joinders to the Prepaid Forward Agreement. Such Additional Investors have agreed to fund approximately \$15.2 million of the Funding Commitment.

CVR Holders who did not participate in the Prepaid Forward Agreement will receive the same treatment under the CVR Agreement as those who did participate. In other words, after payment of amounts due under the Prepaid Forward Agreement, all CVR Holders will recover the same amount per CVR they hold.

RESPONSE FROM THE COMPANY TO NOTICE OF BREACH AND SUPPLEMENTAL NOTICE OF BREACH

On March 8, 2021, following the Trustee’s delivery of the Notice of Breach dated as of March 4, 2021 (the “First Notice of Breach”), the Company asserted that the First Notice of Breach was

¹ Pursuant to the Prepaid Forward Agreement, Selendy’s fees are subject to an arrangement whereby a portion of such fees shall be paid from the Funded Amounts (subject to certain caps) and a portion of such fees shall be paid from any Litigation Proceeds.

“belated” and did not comply with the CVR Agreement because the CVR Agreement purportedly terminated automatically at 12:01 a.m. on January 1, 2021.

On March 10, 2021, the Trustee disputed the Company’s assertion that the First Notice of Breach was “belated” and disagreed that the CVR Agreement has terminated because the Company wrongly procured the purported termination through its breaches. The Trustee also noted that even if the CVR Agreement has been terminated, claims for material breaches of the CVR Agreement survive termination pursuant to Section 1.16 of the CVR Agreement.

In addition, on March 10, 2021, the Trustee delivered a supplemental notice of breach to the Company, which provided notice of the following additional breach under the CVR Agreement: a breach of Section 7.8 of the CVR Agreement, resulting in an Event of Default under Section 8.1(b) of the CVR Agreement, arising from the Company’s failure to use Diligent Efforts to achieve the BB2121 Milestone by the BB2121 Milestone Target Date, which includes, but is not limited to, the Company’s failure to submit an adequate Biologics License Application for BB2121.

You may direct questions to the Trustee as follows:

UMB Bank, National Association
120 South Sixth Street, Suite 1400
Minneapolis, MN 55402
Email: BristolMyersCVR@umb.com

Future updates will be made available at www.umb.com/BristolMyersCVR.

Please note that the Trustee may conclude that a specific response to particular inquiries from individual Holders is not consistent with equal and full dissemination of information to all Holders. CVR Holders should not rely on the Trustee as their sole source of information concerning the CVRs. The Trustee makes no recommendations and gives no investment, financial, legal or other advice with respect to the matters herein or as to the CVRs generally.

UMB Bank, National Association, as Trustee