IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-_____ (___)
Debtor.[1]	)	

MOTION OF THE DEBTOR FOR ENTRY OF INTERIM AND FINAL ORDERS (I) AUTHORIZING THE DEBTOR (A) TO CONTINUE USE OF ITS EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, CHECKS, CORPORATE CREDIT CARDS, AND BUSINESS FORMS, (B) TO PAY RELATED PREPETITION OBLIGATIONS AND (C) TO PERFORM INTERCOMPANY TRANSACTIONS WITH ITS FOREIGN NON-DEBTOR SUBSIDIARIES IN THE ORDINARY COURSE; (II) EXTENDING TIME TO COMPLY WITH 11 U.S.C. § 345(b); (III) WAIVING COMPLIANCE WITH CERTAIN OF THE U.S. TRUSTEE GUIDELINES; AND (IV) GRANTING RELATED RELIEF

Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned case, hereby files this motion (the "**Motion**") and respectfully states as follows:

RELIEF REQUESTED

1. By this Motion, the Debtor seeks entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** (the "**Interim Order**") and **Exhibit B** (the "**Final Order**"): (i) authorizing, but not directing, the Debtor to continue (a) to use its existing cash management system, bank accounts, checks, corporate credit card, and business forms, (b) to pay related prepetition obligations, and (c) to engage in certain intercompany transactions with its Foreign Non-Debtor Subsidiaries (as defined below) in the ordinary course of business, (ii) granting an extension of time to comply with the requirements of section 345(b) of title 11 of the United States Code (the "**Bankruptcy Code**"), (iii) waiving compliance with certain of the operating guidelines

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94084.

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(the "**Operating Guidelines**") of the office of the United States Trustee (the "**U.S. Trustee**"), and (iv) granting related relief.

2. The Debtor also requests that the Interim Order and Final Order (a) authorize all applicable banks and other financial institutions (collectively, the "**Banks**"), when requested by the Debtor, to receive, process, honor, and pay any and all checks, drafts, credit card payments, processing fees, and other forms of payment, including fund transfers on account of the Cash Management System (as defined below) (collectively, the "**Payments**") whether such Payments were submitted before, on, or after the Petition Date (as defined below), *provided* that sufficient funds are on deposit in the applicable accounts to cover such Payments, and provided that any such Bank shall not have any liability to any party for relying on such direction by the Debtor, (b) authorize the Banks to rely on any directions and representations of the Debtor as to which Payments are subject to any orders entered hereon and provide that any such Bank shall not have any liability to any party for relying on such directions or representations by the Debtor, (c) authorize, but not direct, the Debtor to issue new postpetition checks or effect new postpetition fund transfers or other new postpetition Payments to replace any checks, drafts, and other forms of payment on account of prepetition obligations authorized to be paid pursuant to an order of the Court, and to replace any checks, drafts, and other forms of payment that may have been dishonored or rejected as a result of the commencement of the Chapter 11 Case, and (d) authorize, but not direct, the Debtor to continue in its ordinary course to make Payments and to pay certain fees on account of its Cash Management System (as defined below).

JURISDICTION AND VENUE

3. The United States Bankruptcy Court for the District of Delaware (the "**Court**") has jurisdiction to consider this Motion under 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 (Sleet, C.J.). This is a core proceeding under 28 U.S.C. § 157(b). Venue of this Chapter 11 Case (as defined below) and this Motion is proper in this District under 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested herein are sections 105, 345, 363 and 364 of the Bankruptcy Code, rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rule 2015-1, 4001-3 and 9013-1(m) of the *Local Rules of the United States Bankruptcy Court for the District of Delaware* (the "**Local Rules**").

5. Pursuant to Local Rule 9013-1(f), the Debtor consents to the entry of a final order or judgment with respect to this Motion if it is determined that this Court lacks Article III jurisdiction to enter such final order or judgment absent consent of the parties.

BACKGROUND

6. On June 23, 2026 (the "**Petition Date**"), the Debtor commenced with the United States Bankruptcy Court for the District of Delaware (this "**Court**") a voluntary case under chapter 11 of the Bankruptcy Code (this "**Chapter 11 Case**"). The Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No creditors' committee has been appointed by the U.S. Trustee, nor has a trustee or examiner been appointed in this Chapter 11 Case.

7. Additional factual background and information regarding the Debtor, including its business operations, its corporate and capital structure, and the events leading to the commencement of this Chapter 11 Case, are set forth in detail in the *Declaration of Scott B.*

Willoughby in Support of the Chapter 11 Petition and First Day Motions (the "**First Day Declaration**"), filed contemporaneously herewith and fully incorporated herein by reference.[2]

THE DEBTOR'S CASH MANAGEMENT SYSTEM

8. To facilitate the efficient operation of its business, the Debtor uses a system of bank accounts to collect, transfer, and disburse funds generated by its operations (the "**Cash Management System**"). The Cash Management System facilitates cash monitoring, forecasting, and reporting and enables the Debtor to maintain control over the administration of eleven bank accounts (the "**Bank Accounts**"). In connection with the Cash Management System and the Bank Accounts, the Debtor relies on the Corporate Credit Cards (as defined below) to pay certain work-related expenses and uses variety of correspondence and business forms, including checks and letterhead (collectively, the "**Business Forms**").

I. Bank Accounts and Flow of Funds

9. The Debtor maintains Bank Accounts at four Banks: (i) Wells Fargo Bank ("**Wells Fargo**"), where the Debtor maintains its primary operating account (the "**Primary Operating Account**"), (ii) Silicon Valley Bank (a division of First Citizens Bank & Trust Company) ("**SVB**"), where the Debtor maintains eight accounts, including one concentration account (the "**Concentration Account**"), one sweep account (the "**Sweep Account**"), three disbursement accounts (the "**Disbursement Accounts**"), one depository account (the "**Depository Account**"), one collateral account (the "**Collateral Account**"), and one account expected to hold the proceeds of the Debtor's postpetition financing facility (the "**DIP Account**"), (iii) U.S. Bank, where the Debtor maintains a money market account (the "**Money Market Account**") that invests in a

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration.

JPMorgan money market fund, and (iv) HSBC UK Bank, PLC ("**HSBC**"), where the Debtor maintains one account in the United Kingdom (the "**UK Account**"). The Cash Management System is tailored to meet the Debtor's operating needs, thereby enabling the Debtor to control and monitor funds, ensure cash availability and liquidity, fund its operations, and reduce administrative expenses by facilitating the efficient movement of funds and the development of accurate account balances.

10. A schedule of Bank Accounts, including the last four digits of each account number and the balance in each account is set forth below and attached hereto as **Exhibit C**.

Account(s)	Balance as of the Petition Date	Description
Primary Operating Account		
Wells Fargo – xx9837	$4,157,078.85	This account is the Debtor's primary operating account. The account collects receivables from the Debtor's operations and is used to pay certain auto-debited expenses, including ordinary payroll. Funds in this account are also transferred to the Concentration Account, where they are further transferred to the Disbursement Accounts as needed.
Concentration Account		
SVB – xx6514	$250,000	This account receives funds from the Primary Operating Account to fund disbursements that are not auto-debited from the Primary Operating Account. Funds in this account are transferred to the Disbursement Accounts as needed to fund disbursements. At the end of each business day, any funds in the Concentration Account in excess of $250,000 are automatically transferred into the Sweep Account.

Sweep Account		
SVB – xx3516	$429,540.94	This account yields a higher interest rate than the Concentration Account and holds excess cash transferred from the Concentration Account. Funds are transferred from this account back to the Concentration Account, as needed, to fund disbursements.
Disbursement Accounts		
SVB – xx6529	$0.00	This account is funded by the Concentration Account. The account is the Debtor's primary account for making disbursements that are paid through the Debtor's invoice management system, including payments to suppliers, payments for research and development costs, and payments for professional fees.
SVB – xx0244	$0.00	This account is funded by the Concentration Account. The account is used to make miscellaneous disbursements that are neither auto-debited nor processed through the invoice management system, including payments made on account of the Corporate Credit Cards.
SVB – xx6533	$0.00	This account is funded by the Concentration Account. The account is used exclusively to make termination payments to employees.
DIP Account		
SVB – xx2338	N/A	This account was created to receive the proceeds received from the DIP Facility (as defined in the *Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing the Debtor to Obtain Postpetition Financing, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Modifying Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* filed contemporaneously herewith). Funds will be transferred from this account to the relevant Debtor account, as needed, in accordance with the DIP Budget.

Depository Account		
SVB – xx0259	$0.00	This account holds certain *de minimis* historical deposits and is no longer used in connection with the Debtor's operations.
Collateral Account		
SVB – xx2259	$0.00	This account historically held cash to support a letter of credit issued by the Debtor to secure its obligations under its office lease. As set forth in the First Day Declaration, the letter of credit was fully drawn in partial satisfaction of lease obligations that arose prior to the Petition Date, causing the balance in this account to be reduced to $0.
Money Market Account		
U.S. Bank – xx3875	$31,798.48	This account is a money market account that was historically used to hold excess cash for investment. As of the Petition Date, the account holds a relatively small balance which is invested in the JPMorgan U.S. Government Money Market Fund (Ticker: OGVXX) (the "**JPM Money Market Fund**").
UK Account		
HSBC – xx8479	$261,667.84	This account receives funds from the Primary Operating Account and is used in connection with certain value added tax obligations in the United Kingdom. Excess funds in this account are returned to the Primary Operating Account.

Adequate Assurance Account		
N/A	N/A	Following the Petition Date, the Debtor expects to open an adequate assurance account in connection with the relief requested in the *Motion of the Debtor for Entry of Interim and Final Orders (I) Approving the Debtor's Proposed form of Adequate Assurance of Payment to Utility Companies, (II) Establishing Procedures for Resolving Objections by the Utility Companies, (III) Prohibiting the Utility Companies from Altering, Refusing, or Discontinuing Service, and (IV) Granting Related Relief*, filed contemporaneously herewith.

11. With the exception of the UK Account, all of the Debtor's Bank Accounts are held at banks that are authorized depositories under the U.S. Trustee's Operating Guidelines and that are insured by the Federal Deposit Insurance Corporation ("**FDIC**"). The Debtor acknowledges, nevertheless, that the UK Account is not insured by the FDIC and is not listed on the U.S. Trustee's list of authorized depositories. The UK Account is, however, held a at highly rated, global financial institution that is widely recognized as well-capitalized and financially stable. Further, the United Kingdom has a depository insurance guaranty scheme similar to FDIC that covers the UK Account. The Debtor also recognizes that the JPM Money Market Fund may be subject to Local Rule 4001-3. Accordingly, the Debtor requests a modest extension of the time to comply with section 345 of the Bankruptcy Code to enable productive discussion regarding, what, if any, modifications to the Cash Management System need to be made to either come into compliance with section 345 of the Bankruptcy Code or to make other arrangements that would be acceptable to the U.S. Trustee (without prejudice to the Debtor's rights to request further extensions).

II. **Bank Fees**

12. The Debtor incurs periodic service charges and other fees in connection with the maintenance of the Cash Management System (the "**Bank Fees**"). The Bank Fees are paid monthly by automatic deduction from the Bank Accounts, and generally average $4,000 per month. As of the Petition Date, the Debtor believes there is approximately $4,000 in Bank Fees that may become due and payable during the period between the Petition Date and the final hearing on this Motion.

III. **Business Forms**

13. As part of the Cash Management System, the Debtor utilizes preprinted Business Forms in the ordinary course of its business. The Debtor also maintains books and records to document, among other things, its revenue and expenses. To minimize expenses to its estate and avoid confusion on the part of employees, vendors, and suppliers during the pendency of its Chapter 11 Case, the Debtor requests that the Court authorize the Debtor's continued use of all correspondence and Business Forms (including, without limitation, letterheads, invoices, and preprinted checks) as such forms were in existence immediately before the Petition Date, without reference to the Debtor's status as a debtor in possession, rather than requiring the Debtor to incur the expense and delay of ordering entirely new Business Forms as required under the Operating Guidelines.

14. Notwithstanding the foregoing, the Debtor proposes that once the Debtor's existing check stock has been used, the Debtor will, when reordering checks, affix the designation "Debtor in Possession" and the case number of this Chapter 11 Case. Likewise, with respect to checks which the Debtor or its agents print themselves, the Debtor will begin printing the "Debtor in

Possession" legend and the case number of the applicable Chapter 11 Case on such items within ten (10) business days of the date of entry of the Interim Order.

IV. Intercompany Transactions

15. In the ordinary course of business, the Debtor maintains relationships with its non-Debtor subsidiaries Sangamo Therapeutics France S.A.S. ("**Sangamo France**") and Sangamo UK Ltd. (f/k/a Gendaq Limited) ("**Sangamo UK**," and, together with Sangamo France, the "**Foreign Non-Debtor Subsidiaries**"),[3] which results in certain intercompany transactions between the Debtor and the Foreign Non-Debtor Subsidiaries (the "**Intercompany Transactions**").

16. The Foreign Non-Debtor Subsidiaries were established to, among other things, conduct certain research and development ("**R&D**") activities in the United Kingdom and France. On January 1, 2020, the Debtor entered into a separate *Research and Development Services Agreement* with each of the Foreign Non-Debtor Subsidiaries (the "**R&D Agreements**"). Pursuant to the R&D Agreements, each of the Foreign Non-Debtor Subsidiaries agreed to perform certain R&D services in their respective countries (the "**R&D Services**"). In exchange for such services, the Debtor is required to pay the Foreign Non-Debtor subsidiaries a fee equal to the Foreign Non-Debtor Subsidiaries' costs associated with providing the R&D Services (the "**R&D Fees**") plus an applicable arm's length profit margin (the "**Cost-Plus Margin**") upon the receipt of an invoice from the Foreign Non-Debtor Subsidiary detailing such costs.

17. Contemporaneously with the execution of the R&D Agreements, the Debtor and the Foreign Non-Debtor Subsidiaries entered into that certain *Shared Services Agreement* (the "**Shared Services Agreement**"). Pursuant to the Shared Services Agreement, the Debtor agreed

[3] The Debtor also has one U.S. subsidiary, Ceregene, Inc. ("**Ceregene**"). Ceregene has been dormant for several years prior to the Petition Date. Accordingly, the Debtor did not historically engage in intercompany transactions with Ceregene and does not intend to engage in such transactions with Ceregene postpetition.

to provide certain human resources, accounting, legal, and management services to the Foreign Non-Debtor Subsidiaries, including through the retention of professionals and service providers in France and the United Kingdom. The Foreign Non-Debtor Subsidiaries are required to pay the Debtor for any costs attributable to their use of such services at a rate equal to the Debtor's cost, including, as may be required by relevant applicable transfer pricing principles, an applicable profit margin (any such amounts, the "**Service Fees**").

18. The Debtor records amounts due to the Foreign Non-Debtor Subsidiaries in connection with R&D Fees and the Cost-Plus Margin as intercompany accounts payable on its books and records, and the Debtor records amounts owing from the Foreign Non-Debtor Subsidiaries in connection with Service Fees as intercompany accounts receivable.

a. **Sangamo France**

19. As more fully described in the First Day Declaration, prior to the Petition Date, Sangamo France completed a wind down of its R&D activities in connection with certain prepetition restructuring efforts of the Debtor. Notwithstanding the wind down of its operations, Sangamo France remains in existence for two primary reasons:

a. Collection of French R&D Credits: in connection with is R&D activities, Sangamo France earned certain credits from the French government (the "**French R&D Credits**"), that will be paid over time. Sangamo France expects to receive €12.5 million in French R&D Credits over the next three years, €4.7 million of which Sangamo France expects to receive in October 2026.

b. Long Term Monitoring: In connection with its R&D activities, Sangamo France conducted certain clinical trials. Under applicable law, Sangamo France is obligated to monitor the health of the patients that participated in the clinical trials

for a certain time period following their treatment (the "**Long-Term Monitoring**"). The length of the Long-Term Monitoring period depends on the treatment the patient received, with some obligations extending through 2039. Defaulting on the Long-Term Monitoring obligations could have serious consequences, including impairing the Debtor's ability to leverage the results of Sangamo France's clinical trials and jeopardizing Sangamo France's ability to collect the French R&D Credits.

20. In order to preserve Sangamo France's ability to collect the French R&D Credits and to continue the Long-Term Monitoring required under applicable law, Sangamo France incurs certain expenses, including legal, accounting, and IT expenses, and costs associated with the Long-Term Monitoring. The Debtor transfers funds to Sangamo France[4] to pay such expenses when presented with the invoices pursuant to the R&D Agreements. In addition, the Debtor continues to provide services to Sangamo France pursuant to the Shared Services Agreement in order to preserve the French R&D Credits and to ensure Sangamo France can perform its Long-Term Monitoring obligations. The amounts due or payable in connection with these Intercompany Transactions is reflected as intercompany claims on the Debtor's and Sangamo France's books and records.

21. The Debtor pays approximately $100,000 – 300,000 per month for the expenses described above to Sangamo France depending on expenses. Pursuant to this Motion, the Debtor seeks to continue to engage in Intercompany Transactions with Sangamo France consistent with past practices.

[4] The Debtor no longer makes payments to Sangamo France on account of the Cost-Plus Margin but such fees are recorded on the Debtor's and Sangamo France's books and records as intercompany claims between the entities.

b. Sangamo UK

22. Prior to the Petition Date, due to liquidity constraints, Sangamo UK paused many of its R&D projects. As a result, as of the Petition Date, Sangamo UK has only two employees and limited operations. Notwithstanding its limited operations, Sangamo UK's R&D projects relate to products that are subject to the sale(s) of the Debtor's assets. As a result, in order to maintain these R&D projects, the Debtor pays R&D Fees to Sangamo UK to fund certain expenses, including payroll and costs related to the R&D projects.[5] Failure to make such payments could jeopardize Sangamo UK's ability to continue its R&D projects and, thus, could impact the Debtor's ability to maximize the value of its assets related to such projects. In addition, Sangamo UK has continued to accrue certain Service Fees to the Debtor on account of services provided by the Debtor under the Shared Services Agreement. The amounts due or payable in connection with these Intercompany Transactions is reflected as intercompany claims on the Debtor's and Sangamo UK's books and records.

23. Payments from the Debtor to Sangamo UK average approximately $100,000 – 300,000 per month on account of the R&D Fees depending on expenses. Pursuant to this Motion, the Debtor seeks to continue to engage in Intercompany Transactions with Sangamo UK consistent with past practices.

c. Intercompany Claims

24. As explained above, at any given time, there may be claims owing by the Debtor to the Foreign Non-Debtor Subsidiaries or claims owing from the Foreign Non-Debtor Subsidiaries to the Debtor as a result of the Intercompany Transactions (collectively, the "**Intercompany**

[5] Similar to Sangamo France, the Debtor does not make payments to Sangamo UK on account of the Cost-Plus Margin but such fees are recorded on the Debtor's and Sangamo UK's books and records as intercompany claims between the entities.

Claims"). The Intercompany Transactions occur as part of the ordinary course operation of the Cash Management System in connection with the receipt and disbursement of funds. The Debtor maintains strict records of the Intercompany Claims and can ascertain, trace, and account for all Intercompany Transactions. The Debtor will continue to maintain such records, including records of all current intercompany accounts receivable and payable.

25. Through this Motion, the Debtor requests authority to continue these Intercompany Transactions. The Intercompany Transactions are essential for the Debtor to maintain value for its stakeholders, including by preserving the French R&D Credits and the value created by the Foreign Non-Debtor Subsidiaries' R&D activities. Any interruption of the Intercompany Transactions would severely disrupt the Debtor's ability to realize this value and result in great harm to the Debtor's estate and its stakeholders. Specifically, (i) any interruption in payments to Sangamo UK could impair the Debtor's ability to sell certain assets in connection with this chapter 11 case, and (ii) any interruption in payments to Sangamo France could jeopardize the Debtor's ability to realize €12.5 million in expected French R&D Credits. Accordingly, the Debtor seeks authority to continue the Intercompany Transactions in the ordinary course of business on a postpetition basis, in a manner substantially consistent with the Debtor's prepetition practices.

V. Corporate Credit Cards

26. In the ordinary course of business, the Debtor maintains corporate credit cards through SVB. These corporate credit cards (the "**Corporate Credit Cards**") are used by the Debtor's executives and certain senior employees to pay work-related expenses, such as payment of vendors that only accept credit cards, office supplies, travel and hotel expenses. As of the Petition Date the Debtor's credit limit on the Corporate Credit Cards is $75,000.

27. On average, the Debtor has incurred a total monthly average spend of approximately $15,000 per month on account of the Corporate Credit Cards. As of the Petition Date, the Debtor estimates that the amount of accrued but unpaid Corporate Credit Card expenses is approximately $15,000. The Debtor seeks authority to pay such accrued prepetition expenses and continue use of its Corporate Credit Cards in the ordinary course.

BASIS FOR RELIEF

I. Maintaining the Existing Cash Management System, including the Bank Accounts and Corporate Credit Cards, Is Essential to Maximizing the Value of the Debtor's Estate

28. Maintaining the Cash Management System, including the Bank Accounts and Corporate Credit Cards, constitutes an ordinary course and essential business practice of the Debtor. The Cash Management System provides significant benefits to the Debtor including, without limitation, enabling the Debtor (i) to control corporate funds, (ii) to ensure the maximum availability of funds when and where necessary, and (iii) to reduce costs and administrative expenses by facilitating the movement of funds and the development of more timely and accurate account information.

29. The Debtor requests authority to continue using the Cash Management System in the same manner as before the Petition Date and to implement ordinary course changes to the Cash Management System, such as opening and closing bank accounts, consistent with past practices. Authorizing the Debtor to continue operating under the existing Cash Management System is necessary to avoid severe disruptions to the Debtor's operations, which ultimately would frustrate the Debtor's ability to maximize the value of its estate. Maintaining the existing Cash Management System is therefore in the best interests of the Debtor's creditors and all parties in interest, and, for these reasons, should be approved. Such relief is appropriate under sections 363(c) and 105(a) of the Bankruptcy Code.

30. Section 363(c)(1) of the Bankruptcy Code authorizes a debtor to "use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). The purpose of this section is to provide a debtor with the flexibility to engage in the ordinary course transactions required to operate its business without unnecessary oversight by its creditors or the court. *See In re Roth Am., Inc.*, 975 F.2d 949, 952 (3d Cir. 1992) ("Section 363 is designed to strike [a] balance, allowing a business to continue its daily operations without excessive court or creditor oversight and protecting secured creditors and others from dissipation of the estate's assets.") (citations omitted); *In re Vision Metals, Inc.*, 325 B.R. 138, 145 (Bankr. D. Del. 2005) (same). Included within the purview of section 363(c) of the Bankruptcy Code is a debtor's ability to continue "routine transactions" necessitated by a debtor's cash management system. *See, e.g., In re Nellson Nutraceutical, Inc.*, 369 B.R. 787, 796 (Bankr. D. Del. 2007) (noting that courts have shown a reluctance to interfere in a debtor's routine, day-to-day business decisions) (citations omitted); *In re Vision Metals*, 325 B.R. at 142 ("[W]hen a chapter 11 debtor in possession continues to operate its business, as permitted by section 1108, no court authorization is necessary for the debtor to enter transactions that fall within the ordinary course of its business.").

31. Additionally, the Court may rely on its equitable powers to grant the relief requested herein. Specifically, section 105(a) of the Bankruptcy Code authorizes the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Under section 105(a) and the doctrine of necessity, the Court may exercise its broad grant of equitable powers to approve this Motion, including the payment of prepetition obligations when such payment is essential to the continued operation of a debtor's business. *See, e.g.*, *In re Just for Feet, Inc.*, 242 B.R. 821, 824-25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code provides a statutory basis for the payment of prepetition

claims under the doctrine of necessity and noting that "[t]he Supreme Court, the Third Circuit and the District of Delaware all recognize the court's power to authorize payment of pre-petition claims when such payment is necessary for the debtor's survival during chapter 11"). Therefore, it is within the Court's equitable power under section 105(a) to approve the continued use of the Cash Management System.

32. The Cash Management System, including the Bank Accounts and Corporate Credit Cards, constitutes an ordinary course and essential business practice providing significant benefits to the Debtor, including the ability to control corporate funds, ensure the maximum availability of funds when and where necessary, reduce administrative expenses by facilitating the movement of funds, and ensure the availability of timely and accurate account balance information consistent with prepetition practices. The use of the Cash Management System has historically reduced the Debtor's expenses by enabling it to use funds in an optimal and efficient manner. Accordingly, the continued use of the Cash Management System without interruption is vital to the Debtor's business operations and the success of this Chapter 11 Case.

33. In furtherance of the foregoing, the Debtor requests that all Banks at which the Bank Accounts are maintained be authorized to continue administering such accounts as they were maintained prepetition, without interruption, and in the ordinary course of business. The Banks should also be authorized to pay any and all checks, drafts, wires, and ACH transfers issued on the Bank Accounts for payment of any claims arising on or after the Petition Date, or before the Petition Date to the extent such claims are approved by an order of the Bankruptcy Court, in each case as long as sufficient funds exist in the relevant accounts.

34. For the foregoing reasons, continuation of the Cash Management System, including the Bank Accounts and Corporate Credit Card, is necessary, appropriate, and in the best interests

of the Debtor and the Debtor's estate, its creditors, and all other parties in interest in this Chapter 11 Case and should be authorized pursuant to sections 363(c)(1) and 105(a) of the Bankruptcy Code.

II. Certain Operating Guidelines Should be Waived

35. The U.S. Trustee Operating Guidelines require a debtor in possession to, among other things: (i) establish one debtor in possession bank account for all estate monies required for the payment of taxes, including, but not limited to, federal, state, local and payroll taxes, and (ii) close all existing bank accounts and open new debtor in possession accounts. 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.

36. Enforcement of these Operating Guidelines during this Chapter 11 Case would severely disrupt the Debtor's ordinary financial operations. Accordingly, and for the reasons set forth above, the Debtor respectfully requests that this Court allow it to operate each of the Bank Accounts as such were maintained in the ordinary course of business before the Petition Date.

37. In addition, the Debtor has concurrently filed several motions seeking authorization to pay prepetition obligations in the ordinary course of business. If the Debtor were required to open new accounts, it would likely be unable to timely implement the critical relief sought in those motions. The Debtor has the ability to monitor disbursements from the Bank Accounts to ensure that only those prepetition obligations expressly approved by this Court are paid.

III. The Court Should Extend the Time to Comply with Section 345(b) For an Interim Period of Thirty (30) Days

38. The Debtor further requests that, the requirements provided in 11 USC § 345(b) be suspended for an interim period of thirty (30) days, without prejudice to the Debtor's right to seek a further suspension.

39. Section 345(a) 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." 11 U.S.C. § 345(a). 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) requires debtors 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 entity, or "the deposit of securities of the kind specified in section 9303 of title 31." 11 U.S.C. § 345(b).

40. As discussed above, with the exception of the UK Account, all of the Debtor's Bank Accounts are held at banks that are authorized depositories under the U.S. Trustee's Operating Guidelines, and are insured by the FDIC. The Debtor acknowledges, nevertheless, that the UK Account is not insured by the FDIC and is not listed on the U.S. Trustee's list of authorized depositories. The UK Account is, however, held a at a highly rated, global financial institution that is widely recognized as well-capitalized and financially stable. Further, the United Kingdom has a depository insurance guaranty scheme similar to FDIC that covers the UK Account. The Debtor also recognizes that the JPM Money Market Fund may be subject to Local Rule 4001-3. Accordingly, the Debtor requests a modest extension of the time to comply with section 345 of the Bankruptcy Code to enable productive discussion regarding, what, if any, modifications to the

Cash Management System need to be made to either come into compliance with section 345 of the Bankruptcy Code or to make other arrangements that would be acceptable to the U.S. Trustee (without prejudice to the Debtor's rights to request further extensions).

IV. The Court Should Authorize the Debtor to Continue Conducting Intercompany Transactions in the Ordinary Course

41. The Debtor respectfully requests that it be allowed to continue the Intercompany Transactions in the ordinary course of business. The Debtor will continue to maintain accurate and current records with respect to all Intercompany Transactions.

42. Because the Debtor engages in Intercompany Transactions on a regular basis, the Debtor believes the Intercompany Transactions are ordinary course transactions within the meaning of section 363(c)(1) of the Bankruptcy Code and therefore, do not require the Court's approval. Nevertheless, out of an abundance of caution, the Debtor respectfully submits that the continued performance of the Intercompany Transactions is in the best interest of the Debtor's estate and its creditors and, therefore, the Debtor should be permitted to continue such performance.

43. The Debtor's ability to capture significant value through the French R&D Credits and Sangamo UK's R&D activities 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 honoring the Intercompany Transactions would create an unnecessary administrative and financial burden on the Debtor's estate and could result in the loss of significant value.

V. The Court Should Authorize the Debtor to Pay Prepetition Bank Fees

44. The Debtor's inability to pay prepetition or postpetition Bank Fees in the ordinary course could disrupt the Cash Management System and harm the Debtor's estate. Accordingly, out

of an abundance of caution, the Debtor seeks approval to pay any such Bank Fees. Moreover, because the Banks likely have setoff rights for the Bank Fees, payment of any prepetition Bank Fees should not alter the rights of unsecured creditors in this Chapter 11 Case. Accordingly, by this Motion, the Debtor seeks authority, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004 to pay any prepetition or postpetition Bank Fees necessary to maintain the Cash Management System.

VI. The Court Should Authorize the Debtor to Continue to Use Its Existing Business Forms and Checks

45. The Debtor also requests permission to use its existing Business Forms and stationery. Local Rule 2015-1(a) provides:

> Upon the debtor's motion, the Court may, without notice and hearing, permit the debtor to use its existing bank accounts and use its existing pre-printed checks without including its bankruptcy case number or a "Debtor-in-Possession" designation, but once the debtor's existing checks have been used, the debtor must include its bankruptcy case number and a "Debtor-in-Possession" designation on its checks.

Del. Bankr. L.R. 2015-1(a).

46. To minimize expenses to its estate, the Debtor seeks authorization to continue using the Business Forms existing immediately prior to the Petition Date, without reference to the Debtor's status as a debtor in possession. Modifying existing Business Forms would be burdensome and expensive. The Debtor does not believe modifying its Business Forms would benefit those dealing with the Debtor, most of whom will be aware of the commencement of this Chapter 11 Case and the Debtor's status as a debtor in possession. However, once the Debtor's current check stock is depleted, the Debtor will ensure all new checks reordered or printed by the Debtor indicate its status as a debtor-in-possession.

RESERVATION OF RIGHTS

47. The Debtor reserves all rights. Without limiting the generality of the foregoing, nothing contained herein is or should be construed as: (a) an admission as to the validity, extent, perfection, priority, allowability, or enforceability of any particular claim against the Debtor; (b) a waiver of the Debtor's or any third party's rights to dispute the amount of, basis for, or validity of any claim against the Debtor; (c) a promise to pay any claim; (d) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and nothing herein otherwise affects the Debtor's rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease with any party subject to this Motion; (f) granting third-party beneficiary status or bestowing any additional rights on any third party; or (g) being otherwise enforceable by any third party. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtor's rights to subsequently dispute such claim.

IMMEDIATE RELIEF IS NECESSARY TO AVOID IMMEDIATE AND IRREPARABLE HARM

48. Bankruptcy Rule 6003(a) provides that "[u]nless relief is needed to avoid immediate and irreparable harm, the court must not, within 21 days after the petition is filed, grant an application or motion to . . . use, sell, or lease," or otherwise "incur any other obligation regarding property of the estate. . . ." Fed. R. Bankr. P. 6003. For all the reasons set forth herein, if the Debtor is not authorized to make payments necessary to maintain its Cash Management System, immediate and irreparable harm might be caused to the Debtor's estate. Thus, the interim relief requested herein is consistent with Bankruptcy Rule 6003. Accordingly, the Debtor submits

that the relief requested herein is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

WAIVER OF BANKRUPTCY RULES 6004(a) AND 6004(h)

49. To implement the foregoing successfully, the Debtor requests that the Court find that notice of this Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances, and waive the 14-day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As described above, and in the First Day Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtor. Accordingly, ample cause exists to justify finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and such stay apply.

NOTICE

50. The Debtor has provided notice of this motion to the following parties or their respective counsel: (i) the U.S. Trustee; (ii) the holders of the twenty largest unsecured claims against the Debtor; (iii) counsel to the DIP Lender; (iv) the Internal Revenue Service; (v) the Securities and Exchange Commission; (vi) the United States Attorney's Office for the District of Delaware and all other states in which the Debtor operates; (vii) the United States Food and Drug Administration; (viii) the Banks; and (ix) all other parties entitled to notice pursuant to Local Rule 9013-1(m). The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

51. No previous request for the relief sought herein has been made by the Debtor to this Court or any other court.

CONCLUSION

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that the Court grant the relief requested in this Motion, the Interim Order, the Final Order, and such other and further relief as is just and proper.

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Dated: June 23, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Brendan J. Schlauch

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Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT A

Interim Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-_____ (___)
Debtor.[1]	)	**Re: Docket No. __**

INTERIM ORDER (I) AUTHORIZING THE DEBTOR (A) TO CONTINUE USE OF ITS EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, CHECKS, CORPORATE CREDIT CARDS, AND BUSINESS FORMS, (B) TO PAY RELATED PREPETITION OBLIGATIONS AND (C) TO PERFORM INTERCOMPANY TRANSACTIONS WITH ITS FOREIGN NON-DEBTOR SUBSIDIARIES IN THE ORDINARY COURSE; (II) EXTENDING TIME TO COMPLY WITH 11 U.S.C. § 345(b); (III) WAIVING COMPLIANCE WITH CERTAIN OF THE U.S. TRUSTEE GUIDELINES; AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the Debtor for entry of an interim order (this "**Interim Order**") (i) authorizing, but not directing, the Debtor to continue (a) to use its existing cash management system, bank accounts, checks, corporate credit card, and business forms, (b) to pay related prepetition obligations, and (c) to engage in certain intercompany transactions in the ordinary course of business, (ii) granting an extension of time to comply with the requirements of section 345(b) of the Bankruptcy Code, (iii) waiving compliance with certain of the U.S. Trustee Operating Guidelines, and (iv) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 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 (Sleet, C.J.); and

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94084.

[2] Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); 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 under the circumstances and in accordance with the Bankruptcy Rules and the Local Rules, and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the "**Hearing**"); and upon consideration of the First Day Declaration and the record of the Hearing; and the Court having determined that the relief sought in the Motion is necessary to avoid immediate and irreparable harm to the Debtor and its estate, as contemplated by Bankruptcy Rule 6003, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

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

2. The Debtor is authorized, but not directed, to (i) designate, maintain, and continue to use its Cash Management System and any or all of its existing Bank Accounts in the names and with the account numbers existing immediately before the Petition Date, (ii) deposit funds in and withdraw funds from such accounts by all usual means, including checks, wire transfers, ACH transfer, and other debits, (iii) maintain the Corporate Credit Cards and, subject to paragraph 11 hereof, to pay all balances outstanding, whether arising before or after the Petition Date, in the ordinary course of business, (iv) pay prepetition and ordinary course Bank Fees for the Bank Accounts, and (v) treat its prepetition Bank Accounts for all purposes as debtor in possession accounts.

3. The Debtor is authorized to continue using its existing Business Forms without alteration; *provided, however*, that once the Debtor's existing check stock has been used, the Debtor shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; *provided further, however*, that with respect to checks that the Debtor or its agents print themselves, the Debtor shall begin printing the "Debtor in Possession" legend and the bankruptcy case number on such items within ten business days of the date of entry of this Interim Order.

4. The Debtor is authorized to open any new bank accounts or close its existing Bank Accounts as it may deem necessary and appropriate in its sole discretion and make ordinary-course changes to the Bank Accounts in a manner consistent with prepetition practices without further order of the Court; *provided, however*, that the Debtor shall give notice of the opening or closing of any such bank account within fifteen days to (a) the U.S. Trustee and (b) counsel to any statutory committee appointed in this Chapter 11 Case. Any new bank account opened by the Debtor shall be established at an institution that is a party to a Uniform Depository Agreement with the U.S. Trustee or is willing to immediately execute a Uniform Depository Agreement.

5. The Banks with which the Debtor maintains Bank Accounts as of the Petition Date are authorized and directed to continue to maintain, service, and administer the Bank Accounts without interruption and in the usual and ordinary course and to receive, process, honor, and pay all checks presented for payment and to honor all fund transfer requests made by the Debtor related thereto, to the extent that sufficient funds are on deposit in those accounts; *provided, however*, that nothing contained herein shall authorize any Bank to honor any check, draft, wire, or other transfer issued or dated prior the Petition Date, except as otherwise provided by order of this Court; *provided further, however*, that any financial institution is authorized to accept and rely on all

representations made by the Debtor with respect to which checks, drafts, wires, or ACH transfers should be honored or dishonored in accordance with this or any other order of the Court, whether such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

6. The Debtor is authorized to continue performing Intercompany Transactions in connection with the Cash Management System in the ordinary course of business; *provided* that the Debtor shall not be authorized by this Interim Order to undertake any Intercompany Transactions that are not on terms materially consistent with the Debtor's operation of their business in the ordinary course during the prepetition period; *provided further*, that there shall be no intercompany loans from the Debtor to either Foreign Non-Debtor Subsidiary, absent further order of the Court. Notwithstanding the foregoing, transfers from the Debtor to the Foreign Non-Debtor Subsidiaries shall not exceed $425,000 absent further order of the Court.

7. The Debtor shall maintain accurate records of all transfers into and out of the Bank Accounts, including Intercompany Transactions, so that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, its books and records, to the same extent maintained by the Debtor before the Petition Date.

8. The Debtor shall have thirty days (or such additional time as the U.S. Trustee may agree to or this Court may order) from the date of the entry of this Interim Order within which to either comply with section 345(b) of the Bankruptcy Code or to make such other arrangements as agreed to by the U.S. Trustee; *provided, however*, that such extension is without prejudice to the Debtor's right to request a further extension or waiver of the requirements of section 345(b) of the Bankruptcy Code.

9. For all Banks at which the Debtor maintains Bank Accounts that are party to a Uniform Depository Agreement with the U.S. Trustee, immediately upon entry of this Interim Order, the Debtor shall (i) contact each such Bank, (ii) provide each such 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 chapter 11 case.

10. To the extent applicable, for Banks at which the Debtor holds Bank Accounts that are not party to a Uniform Depository Agreement with the U.S. Trustee, the Debtor shall use its good-faith effort to cause such Banks to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee within thirty days of the date of this Interim Order.

11. The Debtor is authorized, but not directed, to (a) obtain credit through its use of the Corporate Credit Cards on an uninterrupted and ongoing basis pursuant to section 364 of the Bankruptcy Code and continue the Corporate Credit Card program, subject to any terms and conditions under the applicable servicing agreements, on a postpetition basis consistent with its past practices and (b) pay all obligations related to the Corporate Credit Card program, whether arising prepetition or postpetition. Notwithstanding the foregoing, payments related to outstanding prepetition amounts under the Corporate Credit Cards shall not exceed $15,000 absent further order of the Court.

12. The Debtor is authorized to issue new postpetition checks or effect new postpetition fund transfers or other new postpetition Payments to replace any checks, drafts, and other forms of payment on account of prepetition obligations authorized to be paid pursuant to an order of the Court, and to replace any checks, drafts, and other forms of payment that may have been dishonored or rejected as a result of the commencement of the Chapter 11 Case.

13. Notwithstanding anything to the contrary contained in the Motion or herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to and in accordance with any orders, as applicable, authorizing or approving any postpetition debtor-in-possession financing or use of cash collateral for the Debtor (such orders, the "**DIP Order**") and any budget in connection with any such postpetition debtor-in-possession financing or use of cash collateral authorized therein. To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

14. Nothing contained in the Motion or this Interim Order, nor any payment made pursuant to the authority granted by this Interim Order, is intended to be or shall be construed as (a) an admission as to the validity, extent, perfection, priority, allowability, or enforceability of any claim or any security interest which purportedly secures such claim, or other asserted right or obligation, or a waiver or other limitation on the Debtor's ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (b) a waiver of the Debtor's or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtor; (c) a promise to pay any claim; (d) a waiver of any claims or causes of action which may exist against any creditor or interest holder; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and nothing herein otherwise affects the Debtor's rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease with any party subject to this Interim Order; (f) granting third-party beneficiary status or bestowing any additional rights on any third party; or (g) being otherwise enforceable by any third party. Without limiting the generality of the foregoing, nothing in the Motion or this Interim Order nor any payment made pursuant to this

Interim Order shall be construed as impairing the Debtor's right to contest the validity, priority, or amount of any claim and all of the Debtor's rights with respect thereto are hereby reserved.

15. The requirements of Bankruptcy Rule 6003(b) are satisfied.

16. Under the circumstances of this Chapter 11 Case, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

17. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.

18. The deadline by which objections to entry of the Final Order on the Motion must be filed is _____, 2026 at ____ __.m. (Eastern Time). The Final Hearing, if required, will be held on _____, 2026 at ____ __.m. (Eastern Time).

19. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Interim Order.

EXHIBIT B

Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-_____ (___)
Debtor.[1]	)	**Re: Docket Nos. __ & __**

FINAL ORDER (I) AUTHORIZING THE DEBTOR (A) TO CONTINUE USE OF ITS EXISTING CASH MANAGEMENT SYSTEM, BANK ACCOUNTS, CHECKS, CORPORATE CREDIT CARDS, AND BUSINESS FORMS, (B) TO PAY RELATED PREPETITION OBLIGATIONS AND (C) TO PERFORM INTERCOMPANY TRANSACTIONS WITH ITS FOREIGN NON-DEBTOR SUBSIDIARIES IN THE ORDINARY COURSE; (II) EXTENDING TIME TO COMPLY WITH 11 U.S.C. § 345(b); (III) WAIVING COMPLIANCE WITH CERTAIN OF THE U.S. TRUSTEE GUIDELINES; AND (IV) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the Debtor for entry of a final order (this "**Final Order**"), (i) authorizing, but not directing, the Debtor to continue (a) to use its existing cash management system, bank accounts, checks, corporate credit card, and business forms, (b) to pay related prepetition obligations, and (c) to engage in certain intercompany transactions in the ordinary course of business, (ii) granting an extension of time to comply with the requirements of section 345(b) of the Bankruptcy Code, (iii) waiving compliance with certain of the U.S. Trustee Operating Guidelines, and (iv) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* for the United States District Court for the District of Delaware, dated February 29, 2012 (Sleet, C.J.); and

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94084.

[2] Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due, sufficient, and proper notice of the Motion having been provided and in accordance with the Bankruptcy Rules and the Local Rules, and it appearing that no other or further notice need be provided; and a hearing, if any, having been held to consider the relief requested in the Motion (the "**Hearing**"); and upon consideration of the First Day Declaration and the record of the Hearing, if any, and all of the proceedings had before the Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis as set forth herein. Any objections or reservations of rights filed in respect of the Motion not otherwise withdrawn or resolved are overruled.

2. The Debtor is authorized, but not directed, (i) to designate, maintain, and continue to use its Cash Management System and any or all of its existing Bank Accounts in the names and with the account numbers existing immediately before the Petition Date; (ii) to deposit funds in and withdraw funds from such accounts by all usual means, including checks, wire transfers, ACH transfer, and other debits; (iii) maintain the Corporate Credit Card and to pay all balances outstanding, whether arising before or after the Petition Date, in the ordinary course of business, (iv) pay prepetition and ordinary course Bank Fees for the Bank Accounts, and (v) treat its prepetition Bank Accounts for all purposes as debtor in possession accounts

3. The Debtor is authorized to continue using its existing Business Forms without alteration; *provided, however*, that once the Debtor's existing check stock has been used, the

Debtor shall, when reordering checks, require the designation "Debtor in Possession" and the corresponding bankruptcy case number on all checks; *provided further, however*, that with respect to checks that the Debtor or its agents print themselves, the Debtor print the "Debtor in Possession" legend and the bankruptcy case number on such items

4. The Debtor is authorized to open any new bank accounts or close its existing Bank Accounts as it may deem necessary and appropriate in its sole discretion and make ordinary-course changes to the Bank Accounts in a manner consistent with prepetition practices without further order of the Court; *provided, however*, that the Debtor shall give notice of the opening or closing of any such bank account within fifteen days to (a) the U.S. Trustee and (b) counsel to any statutory committee appointed in this Chapter 11 Case. Any new bank account opened by the Debtor shall be established at an institution that is a party to a Uniform Depository Agreement with the U.S. Trustee or is willing to immediately execute a Uniform Depository Agreement.

5. The Banks with which the Debtor maintains Bank Accounts as of the Petition Date are authorized and directed to continue to maintain, service, and administer the Bank Accounts without interruption and in the usual and ordinary course and to receive, process, honor, and pay all checks presented for payment and to honor all fund transfer requests made by the Debtor related thereto, to the extent that sufficient funds are on deposit in those accounts; *provided, however*, that nothing contained herein shall authorize any Bank to honor any check, draft, wire, or other transfer issued or dated prior to the Petition Date, except as otherwise provided by order of this Court; *provided further, however*, that any financial institution is authorized to accept and rely on all representations made by the Debtor with respect to which checks, drafts, wires, or ACH transfers should be honored or dishonored in accordance with this or any other order of the Court, whether

such checks, drafts, wires, or ACH transfers are dated prior to, on, or subsequent to the Petition Date, without any duty to inquire otherwise.

6. The Debtor is authorized to continue performing Intercompany Transactions in connection with the Cash Management System in the ordinary course of business; *provided* that the Debtor shall not be authorized by this Final Order to undertake any Intercompany Transactions that are not on terms materially consistent with the Debtor's operation of its business in the ordinary course during the prepetition period; *provided further*, that there shall be no intercompany loans from the Debtor to either Foreign Non-Debtor Subsidiary, absent further order of the Court.

7. The Debtor shall maintain accurate records of all transfers into and out of the Bank Accounts, including Intercompany Transactions, so that all post-petition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, its books and records, to the same extent maintained by the Debtor before the Petition Date.

8. The Debtor shall have thirty days (or such additional time as the U.S. Trustee may agree to or this Court may order) from the date of the entry of this Final Order within which to either comply with section 345(b) of the Bankruptcy Code or to make such other arrangements as agreed to by the U.S. Trustee; *provided, however*, that such extension is without prejudice to the Debtor's right to request a further extension or waiver of the requirements of section 345(b) of the Bankruptcy Code.

9. The Debtor is authorized, but not directed, to (a) obtain credit through its use of the Corporate Credit Cards on an uninterrupted and ongoing basis pursuant to section 364 of the Bankruptcy Code and continue the Corporate Credit Card program, subject to any terms and conditions under the applicable servicing agreements, on a postpetition basis consistent with its

past practices and (b) pay all obligations related to the Corporate Credit Card program, whether arising prepetition or postpetition.

10. The Debtor is authorized to issue new postpetition checks or effect new postpetition fund transfers or other new postpetition Payments to replace any checks, drafts, and other forms of payment on account of prepetition obligations authorized to be paid pursuant to an order of the Court, and to replace any checks, drafts, and other forms of payment that may have been dishonored or rejected as a result of the commencement of the Chapter 11 Case.

11. Notwithstanding anything to the contrary contained in the Motion or herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to and in accordance with any orders, as applicable, authorizing or approving any postpetition debtor-in-possession financing or use of cash collateral for the Debtor (such orders, the "**DIP Order**") and any budget in connection with any such postpetition debtor-in-possession financing or use of cash collateral authorized therein. To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

12. Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order, is intended to be or shall be construed as: (a) an admission as to the validity, extent, perfection, priority, allowability, or enforceability of any claim or any security interest which purportedly secures such claim, or other asserted right or obligation, or a waiver or other limitation on the Debtor's ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (b) a waiver of the Debtor's or any appropriate party in interest's rights to dispute the amount of, basis for, or validity of any claim against the Debtor; (c) a promise to pay any claim; (d) a waiver of any claims or causes of action

which may exist against any creditor or interest holder; (e) an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and nothing herein otherwise affects the Debtor's rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease with any party subject to this Final Order; (f) granting third-party beneficiary status or bestowing any additional rights on any third party; or (g) being otherwise enforceable by any third party. Without limiting the generality of the foregoing, nothing in the Motion or this Final Order nor any payment made pursuant to this Final Order shall be construed as impairing the Debtor's right to contest the validity, priority, or amount of any claim and all of the Debtor's rights with respect thereto are hereby reserved.

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

14. This Final Order is immediately effective and enforceable notwithstanding the provisions of Bankruptcy Rule 6004(h) or otherwise.

15. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Final Order.

EXHIBIT C

Bank Accounts

Account(s)	Balance as of the Petition Date	Description
Wells Fargo – xx9837	$4,157,078.85	Primary Operating Account
SVB – xx6514	$250,000	Concentration Account
SVB – xx3516	$429,540.94	Sweep Account
SVB – xx6529	$0.00	Disbursement Account – Payments made through invoice management system
SVB – xx0244	$0.00	Disbursement Account – Miscellaneous disbursements
SVB – xx6533	$0.00	Disbursement Account – Employee termination payments
SVB – xx2338	N/A	DIP Account (to be funded postpetition)
SVB – xx0259	$0.00	Depository Account
SVB – xx2259	$0.00	Collateral Account
U.S. Bank – xx3875	$31,798.48	Money Market Account
HSBC – xx8479	$261,667.84	UK Account
N/A	N/A	Adequate Assurance Account (to be opened postpetition)