IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.,[1]	)	Case No. 26-10989 (___)
Debtor.	)	**Objection Deadline: TBD** **Hearing Date: TBD**

MOTION OF DEBTOR FOR (I) AN ORDER (A) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS, (B) APPROVING THE DEBTOR'S ENTRY INTO THE STALKING HORSE APAS AND GRANTING BID PROTECTIONS, (C) AUTHORIZING THE DEBTOR TO DESIGNATE ADDITIONAL STALKING HORSE BIDDERS AND TO PROVIDE BID PROTECTIONS WITH RESPECT TO THE DEBTOR'S REMAINING ASSETS, (D) APPROVING ASSUMPTION AND ASSIGNMENT AND REJECTION PROCEDURES, (E) SCHEDULING AN AUCTION AND SALE HEARING, AND APPROVING FORMS AND MANNER OF NOTICE THEREOF; (II) AN ORDER (A) APPROVING THE SALE OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ALL CLAIMS, LIENS, AND ENCUMBRANCES, AND (B) APPROVING THE ASSUMPTION AND ASSIGNMENT AND/OR REJECTION OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING CERTAIN RELATED RELIEF

Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**"), hereby files this motion (the "**Motion**") and respectfully states as follows:

RELIEF REQUESTED

1. By this Motion, the Debtor hereby seeks entry of the following:

(a) an order (the "**Bidding Procedures Order**"), substantially in the form attached hereto as **Exhibit A**, granting the following relief:

(i) authorizing and approving the bidding procedures (the "**Bidding Procedures**") attached as **Exhibit 1** to the Bidding Procedures Order in

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

2610989260623000000000013

connection with the sale of all or substantially all of the Debtor's assets (the "**Assets**") through one or more sale transactions (each, a "**Sale**"), including the form and manner of notice thereof;

(ii) authorizing and approving the Debtor's entry into (1) that certain asset purchase agreement, substantially in the form attached hereto as **Exhibit B-1** (the "**Merope Stalking Horse APA**" and the underlying bid, the "**Merope Stalking Horse Bid**"), by and among the Debtor, Merope Acquisition Sub, LLC ("**Merope**" or the "**Merope Stalking Horse Bidder**"), and Eli Lilly and Company ("**Lilly**") (solely as Guarantor), for the Sale of the Assets described therein (the "**Merope Assets**") and (2) that certain asset purchase agreement, substantially in the form attached hereto as **Exhibit C-1** (the "**Astellas Stalking Horse APA**"), by and between the Debtor and Astellas Gene Therapies, Inc. ("**Astellas**", or the "**Astellas Stalking Horse Bidder**" and, together with the Merope Stalking Horse Bidder, the "**Stalking Horse Bidders**") for the Sale of the Assets described therein (the "**Astellas Assets**"), in each case, subject to the solicitation of higher or otherwise better offers;

(iii) authorizing and approving certain bid protections, including the Merope Bid Protections and the Astellas Bid Protections (each as defined below, and collectively, the "**Bid Protections**") in connection with the Debtor's entry into the Stalking Horse Agreements;

(iv) authorizing and approving the Debtor's entry into one or more additional asset purchase agreements (each, an "**Additional Stalking Horse APA**" and together with the Merope Stalking Horse APA and the Astellas Stalking Horse APA, the "**Stalking Horse Agreements**"), with one or more other bidders (such bid, an "**Additional Stalking Horse Bid**") that the Debtor designates to serve as a stalking horse bidder (each, an "**Additional Stalking Horse Bidder**") for the Sale of the Debtor's Assets other than those Assets subject to the Merope Stalking Horse APA and the Astellas Stalking Horse APA (the "**Remaining Assets**") pursuant to the Stalking Horse Designation Procedures (defined below);

(v) approving procedures for the assumption and assignment and/or rejection of executory contracts and unexpired leases (the "**Assumption and Assignment and/or Rejection Procedures**"), including notice of proposed cure amounts;

(vi) scheduling the auction (the "**Auction**"), if any, and the date and time of the hearing to approve the Sale or Sales of the Debtor's Assets (each, a "**Sale Hearing**"); and

(vii) granting related relief;

(b) following entry of the Bidding Procedures Order, one or more orders (each

a "**Sale Order**"),[2] including (1) an order substantially in the form attached hereto as **Exhibit B-2** (the "**Merope Sale Order**") if the Merope Stalking Horse Bidder is the Successful Bidder for the Merope Assets and (2) an order substantially in the form attached hereto as **Exhibit C-2** (the "**Astellas Sale Order**") if the Astellas Stalking Horse Bidder is the Successful Bidder for the Astellas Assets, authorizing and approving the following relief:

(i) the sale of the applicable Assets to each Successful Bidder, free and clear of all liens, claims, interests, and other encumbrances (collectively, the "**Liens**");

(ii) authorizing the assumption and assignment and/or rejection of certain executory contracts and unexpired leases; and

(iii) granting related relief.

2. In support of this Motion, the Debtor relies upon and incorporates by reference the *Declaration of Scott Willoughby in Support of Chapter 11 Petition and First Day Motions* (the "**First Day Declaration**")[3] and the *Declaration of Geoffrey Richards in Support of Debtor's Bidding Procedures Motion* (the "**Richards Declaration**"), each of which were filed contemporaneously herewith.

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 pursuant to 28 U.S.C. § 157(b)(2). Venue of this Chapter 11 Case and the Motion is proper before the Court pursuant to 28 U.S.C. §§

[2] If another Qualified Bidder other than the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder is chosen as a Successful Bidder for certain of or all or substantially all of the Debtor's Assets, a form of proposed Sale Order will be filed with the Court prior to the Sale Hearing with respect to that Successful Bidder's Successful Bid.

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration or the Bidding Procedures, as applicable.

1408 and 1409.

4. The statutory predicates for the relief requested in this Motion are sections 105, 363, 364, 365, 503 and 507 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 1005, 2002, 6004, 6006, 9007 and 9008 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rules 2002-1 and 6004-1 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 the 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

A. General Background

6. On the date hereof (the "**Petition Date**"), the Debtor commenced a voluntary case under Chapter 11 of the Bankruptcy Code. 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 Office of the United States Trustee for the District of Delaware (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 First Day Declaration.

B. The Debtor's Assets

8. The Debtor commenced this Chapter 11 Case to pursue one or more value-

maximizing Sales of all or substantially all of its Assets for the benefit of its estate, including its creditors and other stakeholders.

9. As more fully set forth in the First Day Declaration, the Debtor is a genomic medicine company committed to translating ground-breaking science into medicines that transform the lives of patients and families afflicted with serious neurological diseases. The Debtor's Assets include: (i) proprietary gene delivery vehicles, including STAC-BBB and related next-generation variants; (ii) the Company's proprietary capsid receptors and related technology; (iii) its core technology platforms, including its zinc finger protein technology platform (the "**ZFP Technology Platform**"), its Modular Integrase genome editing platform ("**MINT**"), and its novel engineered AAV capsid engineering platform known as SIFTER (the "**SIFTER Technology Platform**," together with the ZFP Technology Platform and MINT Technology Platform, the "**Technology Platforms**"); (iv) a pipeline of clinical and preclinical programs, including its wholly owned ST-920 gene therapy for Fabry disease (the "**Fabry Disease Program**"), ST-506 investigational therapy for Prion disease (the "**Prion Disease Program**"), and ST-503 investigational therapy for small fiber neuropathy; (v) licenses, partnered programs, and collaboration agreements with strategic partners, including Genentech, Astellas, Lilly, Alexion, and Takeda; and (vi) a portfolio of other intellectual property comprised of approximately 110 patent families directed to the design, compositions, and uses of zinc finger proteins and other related technologies.

C. Prepetition Sale and Marketing Process

10. Beginning in 2023, the Debtor experienced sustained financial distress from loss of revenue, termination of major collaboration agreements, inability to secure a commercialization

partner for its Fabry Disease Program, and a deteriorating liquidity position.

11. Prior to the Petition Date, the Debtor commenced a multi-year effort to identify and consummate value-maximizing transactions for certain of its Assets (the "**Prepetition Marketing Process**"). From 2022 to 2024, the Debtor engaged Bank of America, National Association ("**Bank of America**") to market the Fabry Disease Program to prospective commercialization partners. Bank of America conducted outreach to leading biotech and pharmaceutical companies with gene therapy and rare disease capabilities resulting in the Debtor presenting the Fabry Disease Program to five of those interested parties. Of that group, one interested party advanced to a formal due diligence process but ultimately withdrew from the process after being unable to identify an internal champion within its portfolio organization.

12. From 2024 through 2026, the Debtor retained Evercore Inc. ("**Evercore**") to continue and expand the marketing effort for the Fabry Disease Program. Evercore conducted a broad outreach process to more than twenty potential counterparties, including large-cap pharmaceutical companies, rare disease specialists, and healthcare-focused private equity firms. Nine parties participated in management presentations and Q&A sessions, and seven advanced to formal diligence. This process yielded three term sheets, but no transaction was ultimately consummated, with one party withdrawing prior to execution following concerns regarding regulatory uncertainty, including the potential for the FDA to require a new, large-scale clinical trial. As a result, further written FDA confirmation became critical to advancing the Debtor's prepetition marketing and sale efforts. Accordingly, from October 2024 through May 2026, the Debtor focused significant efforts on securing regulatory clarity and, by May 2026, received written confirmation from the FDA that the Company's existing patient study could support

approval without the need for an additional large-scale clinical trial.

13. Although the Debtor was unable to consummate a transaction prior to the Petition Date, this regulatory clarification proved instrumental in renewing partner interest, including from Astellas, which subsequently reengaged the Debtor and, following negotiations, entered into the Astellas Stalking Horse APA, pursuant to which Astellas will serve as the Astellas Stalking Horse Bidder for the Fabry Disease Program in accordance with the terms of the Astellas Stalking Horse APA.

14. In parallel with the Debtor's efforts to monetize the Fabry Disease Program, and as part of the broader Prepetition Marketing Process, the Debtor also pursued strategic alternatives with respect to other assets and business segments in order to maximize value and address its liquidity needs. Building upon Lilly's existing relationship with the Debtor, as further described in the First Day Declaration, the Debtor and Merope engaged in negotiations regarding the acquisition of the Debtor's proprietary technology platforms and related programs. Those negotiations culminated in the execution of the Merope Stalking Horse APA, pursuant to which Merope has agreed to serve as a stalking horse with respect to the Merope Assets, which include (i) the Debtor's proprietary capsids, including STAC-150, STAC-BBB and any STAC-BBB capsid variants and technology relating to the foregoing; (ii) the Debtor's proprietary capsid receptors and related technology; (iii) the Technology Platforms; and (iv) the Prion Disease Program, in accordance with the terms of the Merope Stalking Horse APA.

15. The terms of the Merope Stalking Horse Bid and the Astellas Stalking Horse Bid—including the Stalking Horse Bid Protections (defined below)—were the product of extensive, good faith, arm's-length negotiations among the Debtor, Merope and Astellas. Neither the Merope

Stalking Horse Bidder nor the Astellas Stalking Horse Bidder is an insider pursuant to Local Bankr. R. 6004-1(b)(iv)(A). Given the Debtor's need to maximize the value of the Assets through a timely and efficient marketing and sale process, the ability to designate the Merope Stalking Horse Bid and the Astellas Stalking Horse Bidder and offer the Stalking Horse Bid Protections is justified, appropriate, and essential.

16. The Debtor files this Motion to proceed with a postpetition sale and marketing process that will allow the Debtor to consummate one or more sales of its Assets and generate maximum value for the Assets. To support its sale process, in June 2026, the Debtor engaged Raymond James & Associates, Inc. ("**Raymond James**") as its investment banker to assist in evaluating and pursuing strategic alternatives, including conducting a comprehensive marketing of all or part of the Assets in connection with this Chapter 11 Case. As of the date hereof, Raymond James has contacted approximately 162 potential strategic and financial parties regarding a sale or other strategic transaction and approximately 21 potential DIP financing parties. To date, approximately 28 parties, including 23 potential purchasers and 5 potential DIP financing parties, have executed confidentiality agreements and have been granted access to diligence materials. Raymond James will continue these efforts postpetition, which will ensure that the Debtor's Assets will be comprehensively marketed without unduly delaying the progress of this Chapter 11 Case.

17. To facilitate the Sale, the Debtor, in consultation with its professional advisors, including Raymond James, developed the Bidding Procedures in order to preserve flexibility for the Debtor's postpetition marketing process and generate the greatest level of interest in the Debtor's Assets. Pursuant to the Bidding Procedures, the Debtor, with the assistance of its advisors, will subject the Merope Assets and Astellas Assets to higher or otherwise better offers

in order to ensure it obtains the highest or otherwise best value for the Debtor's Assets, and will continue to market all of the Debtor's Assets—including the Remaining Assets—to potentially interested parties, including those that may be interested in purchasing all or substantially all of the Debtor's Assets or sponsoring a plan of reorganization. Among other things, these Bidding Procedures, in the Debtor's business judgment and considering the extensive Prepetition Marketing Process, provide an appropriate timeline for a postpetition sale process that takes into account the Debtor's current cash position and the Milestones established by the DIP Facility.

D. The Need for a Timely Process

18. The Debtor entered this Chapter 11 Case with access to DIP financing through the DIP Facility, which provides the Debtor with up to $30 million in postpetition secured funding. As set forth therein, the Debtor's access to funding through the DIP Facility provides the Debtor with a lifeline to be able to file this Chapter 11 Case and run a Postpetition Marketing Process committed to maximizing value for the Debtor's Assets by allowing the Debtor to preserve the value of its Assets and maintain its Assets in salable condition for the benefit of the estate in accordance with the DIP Budget. The Debtor's liquidity, however, remains limited and will not allow for the administration of this Chapter 11 Case or an extended Postpetition Marketing Process. As a result, the Debtor and DIP Lender have agreed to the Sale Milestones for the Debtor's Postpetition Marketing Process as set forth herein, and which are consistent with the Milestones required pursuant to the Merope Stalking Horse APA.

THE STALKING HORSE AGREEMENTS AND PROPOSED BIDDING PROCEDURES

A. Summary of Key Terms of the Merope Stalking Horse Bid

19. The Debtor seeks approval of the designation of the Merope Stalking Horse Bidder

and the Merope Stalking Horse Bid on the terms provided in the Merope Stalking Horse APA, as well as approval of reasonable and customary bid protections. As set forth in the Merope Stalking Horse APA, a copy of which is attached to this Motion as **Exhibit B-1**, the Merope Stalking Horse Bidder committed to (i) a purchase price of $50,000,000 (the "**Merope Purchase Price**") and (ii) the assumption of the Assumed Liabilities (as defined in the Merope Stalking Horse APA) for the purchase of the Merope Assets, which includes (i) the Debtor's proprietary capsids, including STAC-150, STAC-BBB and any STAC-BBB capsid variants and technology relating to the foregoing; (ii) the Debtor's proprietary capsid receptors and related technology; (iii) the Technology Platforms; and (iv) the Prion Disease Program.

20. The following chart summarizes the terms and conditions of the Merope Stalking Horse APA and discloses certain information required pursuant to Local Rule 6004-1. The Debtor respectfully submits that all terms of the Merope Stalking Horse APA, including those required to be highlighted under Local Rule 6004-1(b), are appropriate under the circumstances in light of the parties' good faith, arm's-length negotiation of the Merope Stalking Horse Bid, and the substantial benefits the Debtor and its estate will realize as a result thereof, including the establishment of a baseline price for certain of the Debtor's Assets.

Provision / Local Rule	Summary Description[4]
Seller	Sangamo Therapeutics, Inc.
Stalking Horse Bidder	Merope Acquisition Sub, LLC ("**Buyer**")
Sale to Insider	The Stalking Horse and Guarantor are not "insiders" within the meaning of section

[4] This summary is provided for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Merope Stalking Horse APA, the latter governs in all respects. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in the Merope Stalking Horse APA. Section and Article references set forth in this summary refer to those Sections and Articles in the Merope Stalking Horse APA.

Local Bankr. R. 6004-1(b)(iv)(A)	101(31) of the Bankruptcy Code. To the extent a proposed purchaser is an insider, the Debtor will make the necessary disclosures to the Court and take measures to ensure the fairness of the sale process and the proposed transaction.
Purchase Price *Local Bankr. R. 6004-1(b)(iv)(N)* *See* § 2.5	The aggregate consideration for the Acquired Assets shall be (i) $50,000,000 (the "**Purchase Price**") and (ii) Buyer's assumption of the Assumed Liabilities.
Merope Assets *See* § 2.1	The Acquired Assets are set forth in Section 2.1 of the Merope Stalking Horse APA, which include the Seller's (i) proprietary capsids and capsid variants, including STAC-150, STAC-BBB and any STAC-BBB capsid variants and technology relating to the foregoing; (ii) proprietary capsid receptors and related technology; (iii) Technology Platforms; and (iv) Prion Disease Program, and all Intellectual Property owned by Seller or any of its Affiliates that relates to any of the foregoing.
Assumed Liabilities *See* § 2.2	On the terms and subject to the conditions set forth in the Merope Stalking Horse APA and the Sale Order, on the Closing Date, the Merope Stalking Horse Bidder shall assume only the Assumed Liabilities.
Acquired Contracts *See* § 2.9	The Merope Stalking Horse APA includes a schedule of contracts proposed to be assumed, sold and assigned to Buyer (each, an "**Acquired Contract**" and collectively, the "**Acquired Contracts**"), which schedule may be modified by Buyer in its sole discretion in order to (i) eliminate a contract on or before two (2) Business Days prior to the Closing or (ii) add any contract that relates to the Acquired Assets or Acquired Technology on or before two (2) Business Days prior to the effective date of any chapter 11 plan; *provided*, that the Buyer's deadline to add any Outbound License Agreement to the Acquired Contract(s) shall be on or before two (2) Business Days prior to the Sale Hearing unless otherwise agreed by Buyer and any non-Seller counterparty to such Outbound License Agreement. For all contracts not assumed and assigned or rejected as of the Closing, Buyer will have the right to designate such contracts for assumption (a "**Designated Contract**").
Agreements with Management *Local Bankr. R. 6004-1(b)(iv)(B)* *See* § 7.4	Section 7.4 of the Merope Stalking Horse APA provides that the Merope Stalking Horse Bidder will identify any employees to whom Buyer intends to make an offer of employment.
Releases *Local Bankr. R. 6004-1(b)(iv)(C)*	Section 10.13(a) of the Merope Stalking Horse APA provides that upon Closing and subject to Bankruptcy Court approval, except for (a) the rights and obligations of Buyer under the Merope Stalking Horse APA, the other Transaction Agreements and the Sale Order that by their terms survive the Closing and (b) claims arising

See § 10.13	from Fraud, Seller, on behalf of itself, its Affiliates, and their respective predecessors, successors and assigns, and each of their respective former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons and advisors (collectively, the "**Seller Releasing Parties**"), irrevocably and unconditionally releases, acquits and forever discharges Buyer, its Affiliates, and their respective predecessors, former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons, advisors, successors and assigns (collectively, the "**Buyer Released Parties**") from any and all claims, demands, debts, accounts, covenants, agreements, obligations, actions, causes of action, suits, sums of money, damages, judgments, losses, costs, expenses and Liabilities of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, contingent or non-contingent, at law or in equity, which any Seller Releasing Party now has, has ever had, or may hereafter have against any Buyer Released Party arising out of or relating to events or circumstances existing at any time up to and including the Closing in connection with or related to this Agreement, the other Transaction Agreements, the Acquired Assets, the Assumed Liabilities, the Retained Assets, the Retained Liabilities, or any other Contract between any Seller Releasing Party and any Buyer Released Party. Section 10.13(b) of the Merope Stalking Horse APA provides reciprocal releases by the Buyer, such that upon Closing and subject to Bankruptcy Court approval, except for (a) the rights and obligations of Seller under the Merope Stalking Horse APA, the other Transaction Agreements and the Sale Order that by their terms survive the Closing and (b) claims arising from Fraud, Buyer, on behalf of itself, its Affiliates, and their respective predecessors, successors and assigns, and each of their respective former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons and advisors (collectively, the "**Buyer Releasing Parties**"), irrevocably and unconditionally releases, acquits and forever discharges Seller, its Affiliates, and their respective predecessors, former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons, advisors, successors and assigns (collectively, the "**Seller Released Parties**") from any and all claims, demands, debts, accounts, covenants, agreements, obligations, actions, causes of action, suits, sums of money, damages, judgments, losses, costs, expenses and Liabilities of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, contingent or non-contingent, at law or in equity, which any Buyer Releasing Party now has, has ever had, or may hereafter have against any Seller Released Party arising out of or relating to events or circumstances existing at any time up to and including the Closing in connection with or related to this Agreement, the other Transaction Agreements, the Acquired Assets, the Assumed Liabilities, the Retained Assets,

	the Retained Liabilities, or any other Contract between any Buyer Releasing Party and any Seller Released Party.
Private Sale/No Competitive Bidding *Local Bankr. R. 6004-1(b)(iv)(D)*	The Sale to the Merope Stalking Horse Bidder is subject to higher or otherwise better bids pursuant to the Bidding Procedures.
Closing and Other Deadlines *Local Bankr. R. 6004-1(b)(iv)(E)*	Closing of the Sale shall occur on the first Business Day following the date on which all conditions set forth in Article VI of the Merope Stalking Horse APA have been satisfied or waived (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions, or at such other time and place as the parties may mutually agree in writing. The Merope Stalking Horse APA has an outside date of September 30, 2026. The Debtor's proposed timeline for the Sale process in this Chapter 11 Case is set forth on pages 36-38 below.
Good Faith Deposit *Local Bankr. R. 6004-1(b)(iv)(F)*	N/A
Interim Arrangements with Stalking Horse Bidder *Local Bankr. R. 6004-1(b)(iv)(G)*	The Debtor is not entering into any interim arrangements with the Merope Stalking Horse Bidder.
Use of Proceeds *Local Bankr. R. 6004-1(b)(iv)(H)*	N/A
Tax Exemption *Local Bankr. R. 6004-1(b)(iv)(I)*	N/A
Record Retention *Local Bankr. R. 6004-1(b)(iv)(J)*	Section 5.2 of the Merope Stalking Horse APA provides that Seller shall (a) give Buyer and its Representatives reasonable access to the employees, facilities and the books and records relating to the Acquired Assets as Buyer may reasonably request, (b) permit Buyer to make such inspections relating to the Acquired Assets as it may reasonably require, (c) during such period furnish as promptly as reasonably practicable to Buyer any information concerning the Acquired Assets that Buyer

See § 5.2	may reasonably request and (d) provide Buyer copies of all variance reports, budgets, financial documents and other information provided pursuant to the DIP Financing Agreement or any other debtor-in-possession financing agreement.
Sale of Avoidance Actions *Local Bankr. R. 6004-1(b)(iv)(K)* *See* § 2.1(n)	Section 2.1(n) of the Merope Stalking Horse APA provides that the Acquired Assets include all avoidance actions and related claims and causes of action of Seller or its estate under Sections 502(d), 510, 544, 545, 547–51 and 553 of the Bankruptcy Code or applicable non-bankruptcy Law, in each case solely to the extent arising from or relating to the Acquired Technology or any asset described in clauses (a) through (l) of Section 2.1.
Successor Liability *Local Bankr. R. 6004-1(b)(iv)(L)* *See* § 7.2	Section 7.2 of the Merope Stalking Horse APA provides that the parties intend that the Buyer shall have no successor liability with respect to any obligations of Seller or its Affiliates under any Outbound License Agreement.
Sale Free and Clear of Unexpired Leases *Local Bankr. R. 6004-1(b)(iv)(M)*	N/A
Credit Bid *Local Bankr. R. 6004-1(b)(iv)(N)*	In the event the Merope Bid Protections become payable, the Merope Stalking Horse Bidder shall be entitled to credit bid any amounts owing on account of the Merope Bid Protections at any auction conducted pursuant to the Bidding Procedures Order or in any sale of the Acquired Assets or any other assets of Seller.
Relief from Bankruptcy Rule 6004(h) *Local Bankr. R. 6004-1(b)(iv)(O)*	The Debtor seeks a waiver of the 14-day stays under Bankruptcy Rules 6004(d) and 6004(h), as described in more detail below.
Other Terms and Conditions *See* Art. VI	The Merope Stalking Horse APA includes representations, warranties, covenants, and Closing conditions, including with respect to the conduct of the business pending closing and the transition of certain employees, that are customary for purchase agreements in chapter 11 related to the Seller's line of business. In addition, the Merope Stalking Horse APA includes a condition to Closing that, with respect to any "noncompete", "commercial exclusivity" or similar provision, however characterized, set forth in the Outbound License Agreements that purports to restrict Seller or any of its Affiliates from conducting activities that are outside the scope of the exclusive Intellectual Property license granted to the applicable Outbound Licensee under such Outbound License Agreement (each such provision a "**Noncompete Provision**"), either (i) the Debtor shall obtain a finding by this Court in the Sale Order that any such Noncompete Provision is not binding on

	Buyer or any of its Affiliates following the Closing or (ii) the Merope Stalking Horse Bidder and the applicable Outbound Licensee shall have entered into a new or amended license agreement, in form and substance acceptable to the Merope Stalking Horse Bidder.

B. Summary of Key Terms of the Astellas Stalking Horse Bid

21. The Debtor also seeks approval of the designation of the Astellas Stalking Horse Bidder and the Astellas Stalking Horse Bid on the terms provided in the Astellas Stalking Horse APA, as well as approval of reasonable and customary bid protections. As set forth in the Astellas Stalking Horse APA, a copy of which is attached to this Motion as **Exhibit C-2**, the Astellas Stalking Horse Bidder committed to a purchase price (the "**Astellas Purchase Price**") comprised of (i) a cash payment of $25 million, (ii) potential milestone payments of up to $25 million in aggregate, and (iii) the assumption of certain assumed liabilities, for the purchase of the Debtor's Assets that are related to the Fabry Disease Program.

22. The following chart summarizes the terms and conditions of the Astellas Stalking Horse APA and discloses certain information required pursuant to Local Rule 6004-1.

Provision / Local Rule	Summary Description[5]
Seller	Sangamo Therapeutics, Inc.
Stalking Horse Bidder	Astellas Gene Therapies, Inc. ("**Buyer**")
Sale to Insider *Local Bankr. R. 6004-1(b)(iv)(A)*	The Astellas Stalking Horse Bidder is not an "insider" within the meaning of section 101(31) of the Bankruptcy Code. To the extent a proposed purchaser is an insider, the Debtor will make the necessary disclosures to the Court and take measures to ensure the fairness of the sale process and the proposed transaction.
Purchase Price	The purchase price for the Purchased Assets shall be the aggregate of (i) $25,000,000 (the "**Closing Consideration**"), (ii) the Buyer Cure Costs to the

[5] This summary is provided for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Astellas Stalking Horse APA, the latter governs in all respects. Capitalized terms used but not otherwise defined in this summary shall have the meanings set forth in the Astellas Stalking Horse APA. Section and Article references set forth in this summary refer to those Sections and Articles in the Astellas Stalking Horse APA.

Local Bankr. R. 6004-1(b)(iv)(N) *See* § 2.08	extent provided in Section 2.05(g), and (iii) in the manner and at the time and subject to the terms and conditions set forth in **Error! Reference source not found.**, the Milestone Payments (together with the Closing Consideration, the "**Purchase Price**"), plus the assumption of the Assumed Liabilities; provided, however, Buyer reserves the right, in its sole discretion, to increase the Purchase Price (or any component thereof), subject to the Bidding Procedures Order and applicable Law.
Astellas Assets *See* § 2.1	The Astellas Assets are set forth in Section 2.01 of the Astellas Stalking Horse APA, which include all assets, properties and rights related to, or used or held for use in connection with, the Debtor's Fabry Disease Program.
Assumed Liabilities *See* § 2.03	On the terms and subject to the conditions set forth in the Astellas Stalking Horse APA and the Sale Order, on the Closing Date, the Astellas Stalking Horse Bidder shall assume only the Assumed Liabilities.
Acquired Contracts *See* § 2.01(c)	The Astellas Stalking Horse APA includes a preliminary schedule of executory contracts and unexpired leases to be assumed, sold and assigned to the Astellas Stalking Horse Bidder, which schedule may be modified on or before two (2) Business Days prior to the Closing by the Astellas Stalking Horse Bidder in its sole discretion to add or remove any Assigned Contract(s).
Agreements with Management *Local Bankr. R. 6004-1(b)(iv)(B)* *See* § 7.04	The Astellas Stalking Horse APA provides that the Astellas Stalking Horse Bidder shall offer employment (either as an employee or independent contractor) to at least 80% of the Persons set forth on Schedule 7.04(a) to the Astellas Stalking Horse APA, which offers may be subject to customary screening procedures by the Astellas Stalking Horse Bidder.
Releases *Local Bankr. R. 6004-1(b)(iv)(C)* *See* § 10.13	Effective as of the Closing, each of the Debtor and the Astellas Stalking Horse Bidder (each an "**Astellas Releasing Party**") mutually releases and discharges the other Releasing Party and their respective current and former predecessors, successors, Affiliates, equity holders, directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, professionals, consultants, financial advisors, attorneys, accountants, and investment bankers (collectively, the "**Astellas Released Parties**") from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities of every kind and nature, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, based on or relating to, or arising from, the Debtor, the transactions contemplated hereby, or the Chapter 11 Case; *provided*, *however*, that no claims of the Astellas Stalking Horse Bidder arising under or related to that certain License Agreement between Buyer and the Debtor, dated as of December 18, 2024, shall be released.
Private Sale/No Competitive Bidding *Local Bankr. R. 6004-1(b)(iv)(D)*	The Sale to the Astellas Stalking Horse Bidder and to any Additional Stalking Horse Bidder designated pursuant to the Bidding Procedures is subject to higher or otherwise better bids pursuant to the Bidding Procedures.

Closing and Other Deadlines *Local Bankr. R. 6004-1(b)(iv)(E)*	Closing of the Sale of the Astellas Stalking Horse APA shall occur on the third Business Day after all of the conditions to Closing set forth in Article VIII of the Astellas Stalking Horse APA are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date), or at such other time as the Debtor and the Astellas Stalking Horse Bidder may mutually agree in writing. The Debtor's proposed timeline for the Sale process in this Chapter 11 Case is set forth on pages 36-38 below.
Good Faith Deposit *Local Bankr. R. 6004-1(b)(iv)(F)*	No good faith deposit is required.
Interim Arrangements with Stalking Horse Bidder *Local Bankr. R. 6004-1(b)(iv)(G)*	The Debtor is not entering into any interim arrangements with the Astellas Stalking Horse Bidder.
Use of Proceeds *Local Bankr. R. 6004-1(b)(iv)(H)*	N/A
Tax Exemption *Local Bankr. R. 6004-1(b)(iv)(I)* *See § 7.13*	The Astellas Stalking Horse APA provides that the Buyer and Seller shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any Transfer Taxes due with respect to the transactions contemplated herein. Seller shall, in good faith, and with the cooperative efforts of Buyer, attempt to obtain in the Sale Order an exemption from Transfer Taxes pursuant to Section 1146(a) of the Bankruptcy Code. Inclusion of such an exemption in the Sale Order is not a condition to Closing and a failure of the Sale Order to include such an exemption shall not be a breach of the Astellas Stalking Horse APA.
Record Retention *Local Bankr. R. 6004-1(b)(iv)(J)* *See* § 7.02	From the date hereof until the earlier of the Closing Date and termination of the Astellas Stalking Horse APA, the Debtor shall (i) afford the Astellas Stalking Horse Bidder and its Representatives full and free access during normal business hours to the offices, properties, facilities, assets, books, records, service providers and agents of the Debtor and its Subsidiaries relating to the Business, Astellas Assets or Assumed Liabilities; (ii) furnish the Astellas Stalking Horse Bidder and its Representatives with such financial and operating data and other information as the Astellas Stalking Horse Bidder may reasonably request; and (iii) instruct

	the Debtor's service providers and Representatives to cooperate with the Astellas Stalking Horse Bidder in their investigation of the Business.
Sale of Avoidance Actions *Local Bankr. R. 6004-1(b)(iv)(K)* *See* § 2.01(h)	The Astellas Assets include all rights to any Actions of any nature available to or being pursued by the Debtor or any of its Subsidiaries to the extent related to the Business, any Astellas Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, including Avoidance Action Claims and all other claims, counterclaims, defenses, rights of set-off and similar rights, whether known or unknown, liquidated or unliquidated, contingent or otherwise, relating to or arising against counterparties to any Assigned Contract or related to the Business.
Successor Liability *Local Bankr. R. 6004-1(b)(iv)(L)* *See* § 7.11	Except where expressly prohibited under applicable Law, upon Closing, the Astellas Stalking Horse Bidder shall not be deemed to: (i) be the successor of the Debtor or any of its Subsidiaries; (ii) have, de facto or otherwise, merged with or into the Debtor or any of its Subsidiaries; (iii) be a mere continuation or substantial continuation of the Debtor or its enterprise; or (iv) be liable for any acts or omissions of the Debtor in the conduct of the Business or arising under or related to the Astellas Assets. The Astellas Stalking Horse Bidder shall have no successor or vicarious liability of any kind, whether known or unknown as of the Closing Date, whether fixed or contingent, with respect to the Business, the Astellas Assets or any Liabilities of the Debtor arising prior to the Closing Date.
Sale Free and Clear of Unexpired Leases *Local Bankr. R. 6004-1(b)(iv)(M)*	N/A
Credit Bid *Local Bankr. R. 6004-1(b)(iv)(N)*	N/A
Relief from Bankruptcy Rule 6004(h) *Local Bankr. R. 6004-1(b)(iv)(O)*	The Debtor seeks a waiver of the 14-day stays under Bankruptcy Rules 6004(d) and 6004(h), as described in more detail below.
Other Terms and Conditions *See* §§ 8.01-03	The Astellas Stalking Horse APA includes representations, warranties, covenants, and Closing conditions customary for chapter 11 purchase agreements related to the Debtor's line of business, including with respect to the conduct of the Fabry Disease Program pending Closing and the transition of certain employees.

C. The Stalking Horse Bid Protections

23. As discussed above, prior to the Petition Date, the Debtor entered into the Merope

Stalking Horse APA and the Astellas Stalking Horse APA. Each of these agreements contains certain bid protections, including break-up fees and expense reimbursements. By this Motion, the Debtor requests authority to, among other things, provide the "Merope Bid Protections" and the "Astellas Bid Protections", each as defined below.

24. The Merope Bid Protections are comprised of (i) a break-up fee equal to $1,500,000, representing three percent (3%) of the Merope Purchase Price, and (ii) reimbursement of the Merope Stalking Horse Bidder's reasonable and documented out-of-pocket costs and expenses incurred in connection with the transaction, in an amount not to exceed $500,000, representing one percent (1%) of the Merope Purchase Price (the "**Merope Bid Protections**").

25. The Astellas Bid Protections are comprised of (i) a "Termination Fee" equal to four percent (4%) of the "Closing Consideration" (as defined in the Astellas Stalking Horse APA), and (ii) reimbursement of the reasonable and documented out-of-pocket costs and expenses incurred by the Astellas Stalking Horse Bidder, in an amount not to exceed $500,000 in the aggregate (the "**Astellas Bid Protections**" and, together with the Merope Bid Protections, the "**Stalking Horse Bid Protections**").

26. The Debtor believes that approval of the Merope Bid Protections is necessary to induce the Merope Stalking Horse Bidder to expend the time, effort, and commit the significant resources necessary to negotiate and ultimately perform under the Merope Stalking Horse APA, which will set a floor for the Merope Assets and which will be subject to the Debtor's competitive postpetition marketing process. Likewise, the Debtor believes that approval of the Astellas Bid Protections necessary to induce the Astellas Stalking Horse Bidder to expend the time, effort, and commit the significant resources necessary to negotiate and ultimately perform under the Astellas

Stalking Horse APA, which will set a floor for the Astellas Assets and which will be subject to the Debtor's competitive postpetition marketing process. The presence of a floor for the value of the Merope Assets and the Astellas Assets will help to enhance a competitive marketing process and attract other potential bidders to bid for those Assets, and thereby maximize the value of such Assets for the benefit of the Debtor's estate, its creditors, and all parties in interest. As such, the Stalking Horse Bid Protections are in the best interests of the Debtor's estate and should be approved.

D. Additional Stalking Horse Designation Procedures

27. Given the Company's varied business segments, as part of the Bidding Procedures, the Debtor seeks authority, subject to the terms of the Bidding Procedures Order, to designate, in addition to the Merope Stalking Horse Bidder for the Merope Assets and the Astellas Stalking Horse Bidder for the Astellas Assets, one or more Additional Stalking Horse Bidders for the Remaining Assets, pursuant to the procedures set forth in the Bidding Procedures (the "**Stalking Horse Designation Procedures**") and to enter into one or more Additional Stalking Horse APAs.

28. The Debtor believes it is important to have the ability to enter into Additional Stalking Horse APAs with a potential buyer and foresees that it may be necessary to afford any Additional Stalking Horse Bidder certain bid protections in connection therewith, which may take the form of a break-up fee and/or expense reimbursement for such party's reasonable and documented expenses incurred in connection with such transaction, provided that the aggregate amount of such bid protections shall not exceed three percent (3%) of the purchase price of such bid (the "**Additional Bid Protections**"). Accordingly, the Debtor requests authority, subject to the terms of the Bidding Procedures Order, to seek entry of an order (an "**Additional Stalking**

Horse Order") approving the designation of any Additional Stalking Horse Bidder and, to the extent applicable, any proposed bid protections (the "**Additional Stalking Horse Bid Protections**") by (i) filing a notice (the "**Additional Stalking Horse Hearing Notice**") setting an expedited hearing on not less than five (5) calendar days' notice and (ii) requiring parties wishing to object to entry of the Additional Stalking Horse Order to file any such objections within three (3) calendar days after service of the Additional Stalking Horse Hearing Notice (the "**Additional Stalking Horse Objection Deadline**"). The Debtor proposes that the Additional Stalking Horse Hearing Notice will (i) set forth the identity of the Additional Stalking Horse Bidder (and if the relevant Additional Stalking Horse Bidder is a newly-formed entity, then the Additional Stalking Horse Bidder's parent, company, or sponsor); (ii) set forth the amount of the Additional Stalking Horse Bid and what portion shall be payable in cash or in other consideration; (iii) identify any connections the Additional Stalking Horse Bidder has to the Debtor other than those connections that arise from the Additional Stalking Horse Bid; (iv) specify any Additional Bid Protections; (v) attach the Additional Stalking Horse APA; (vi) attach the proposed form of Additional Stalking Horse Order; and (vii) set forth the Additional Stalking Horse Objection Deadline.

B. Summary of Bidding Procedures

29. The Debtor, in consultation with its advisors, designed the Bidding Procedures to promote a competitive and expedient postpetition marketing process. The Bidding Procedures are intended to allow the Debtor to solicit and identify bids from potential buyers that constitute the highest or otherwise best offer for the Debtor's Assets on a schedule consistent with the Sale Milestones and the Debtor's overall chapter 11 strategy, including its ability to maintain the value of the Assets during the sale process. The Debtor requests that competing bids for the Debtor's

Assets be governed by the Bidding Procedures and Bidding Procedures Order, which provide:

(a) the ability for the Debtor to designate one or more "Additional Stalking Horse Bidder(s)" with respect to the Remaining Assets (as described above);

(b) the requirements that a Potential Bidder must satisfy to participate in the bidding process and be designated a Qualified Bidder;

(c) the requirements for Qualified Bidders to submit bids and the method and criteria by which the Debtor designates Qualified Bids;

(d) the deadline by which bids must be submitted;

(e) the procedures for conducting the Auction;

(f) the assumption and assignment and/or rejection procedures for executory contracts and unexpired leases; and

(g) various other matters relating to the sale process generally, the Sale Hearing, return of any Good Faith Deposits, and designation of a Backup Bidder.

30. Pursuant to Local Rule 6004-1, the following is a summary of the Debtor's proposed Bidding Procedures:[6]

Provision	**Material Terms of the Bidding Procedures and Bidding Procedures Order**
Qualification of Bidders and Qualified Bids Local Rule 6004-1(c)(i)(A)-(B)	**Bid Requirements**. To be eligible to participate in the Auction, each offer or proposal to acquire the Assets (a "**Bid**") must be delivered or transmitted via email (in .pdf or similar format) so as to be **actually received** by **July 25, 2026 at 5:00 p.m. (ET)** (the "**Bid Deadline**") by Raymond James. In order to constitute a Qualified Bid, a Bid (except the Merope Stalking Horse Bid and the Astellas Stalking Horse Bid) must satisfy each of the following requirements: i. **Irrevocability of Bid.** The Bid must include a letter stating that the Potential Bidder's offer is irrevocable and binding until the closing of the Sale if such Potential Bidder is the Successful Bidder, and that the Potential Bidder agrees to serve as a Backup

[6] To the extent any inconsistencies exist between the summary provided in this Motion and the actual terms of the Bidding Procedures, the Bidding Procedures shall control. Capitalized terms used but not otherwise defined in connection with this summary shall have the meanings ascribed to such terms in the Bidding Procedures.

	Bidder (as defined below) if such Potential Bidder's Bid is selected as the next highest or otherwise next best Bid after the Successful Bid (as defined below). ii. **Identity of Bidder.** The Bid must fully disclose the identity of the party submitting the Bid (and any equity holders, limited partners, or other financial backer or guarantor), its full legal name, jurisdiction of incorporation or formation, and location in the Potential Bidder's corporate structure and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale. iii. **Assets and Liabilities.** The Bid must clearly identify the following: (a) the Assets to be purchased, including whether any of the Assets to be purchased are Assets subject to the Merope Stalking Horse APA, the Astellas Stalking Horse Bid, or any Additional Stalking Horse Bid, and (b) the liabilities and obligations of the Debtor to be assumed. iv. **Plan Sponsor Alternative**. Any Bid that contemplates a reorganization pursuant to a chapter 11 plan of reorganization (a "**Plan Sponsor Alternative**") shall include (a) the material terms of any financing to be provided in connection with such plan and (b) the proposed material terms of such plan of reorganization. A Plan Sponsor Alternative must be consistent with the Bidding Procedures Order and shall otherwise be acceptable to the Debtor in its reasonable business judgment following consultation with the Consultation Parties. v. **Designation of Assigned Contracts and Leases.** The Bid must include a list which specifies in detail which of the Debtor's unexpired leases and executory contracts are to be assumed by the Debtor and assigned to the Potential Bidder in connection with the consummation of the proposed transaction. vi. **Purchase Price.** The Bid must clearly set forth the cash and any other non-cash consideration (with the form of such consideration specified) (the "**Purchase Price**") to be paid. The Debtor, in the exercise of its business judgment, may favor cash consideration over any other type of consideration offered. vii. **Minimum Bid.** With respect to a Bid for all or a portion of (a) the Merope Assets, the Bid must specify the Purchase Price, which must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (1) the aggregate consideration set forth in the Merope Stalking Horse APA, (2) the Merope Bid Protections, and (3) an initial minimum overbid increment of $250,000 (the "**Initial Overbid Amount**"); (b) the Astellas Assets, the Bid must specify the Purchase Price, which must include an amount of cash

	consideration at closing that exceeds the aggregate sum of the following: (1) the aggregate consideration set forth in the Astellas Stalking Horse APA, (2) the Astellas Bid Protections, and (3) the Initial Overbid Amount; and (c) the Debtor's Assets subject to an Additional Stalking Horse APA, the Bid must specify the Purchase Price, which must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (1) the aggregate consideration set forth in the Additional Stalking Horse APA, (2) the Additional Bid Protections, and (3) the Initial Overbid Amount. viii. **Good Faith Deposit.** The Bid must be accompanied by a deposit (each, a "**Good Faith Deposit**") in the form of cash paid via wire transfer to be held in an escrow account to be identified and established by the Debtor, in an amount equal to 10% of the cash portion of the Purchase Price being bid (other than a Bid submitted by the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder). For the avoidance of doubt, to the extent the purchase price of a Bid is increased, at any time or from time to time, whether prior to commencement of, or during, the Auction (if any), the amount of the required Good Faith Deposit shall automatically increase accordingly (*i.e.*, to become equal to ten percent (10%) of any increased purchase price) and the corresponding Potential Bidder will promptly pay into escrow the amount of such increase within one (1) business day following such increase. Without limiting the foregoing, if a purchase price is increased in order to make a Bid into a Qualified Bid, the Debtor may condition participation of the applicable Potential Bidder at the Auction (if any) on such Potential Bidder paying the full amount of the Good Faith Deposit as increased into escrow prior to the commencement of such Auction. ix. **Purchase Agreement.** The Bid must include an executed asset purchase agreement, together with all exhibits and schedules thereto, pursuant to which the Potential Bidder proposes to effectuate a proposed transaction at the Purchase Price (the "**Transaction Documents**"). With respect to any bid that includes any of the Assets subject to the Stalking Horse Agreements, such Transaction Documents must include a copy of the proposed asset purchase agreement marked against the applicable Stalking Horse Agreement. x. **Proof of Financial Ability to Perform.** The Bid must include written evidence that the Debtor reasonably concludes that the Potential Bidder has the necessary financial ability to timely close the proposed Sale in accordance with the Bidding

	Procedures. Such information must include (i) contact names, telephone numbers, and email addresses for verification of financing sources; (ii) evidence of the Potential Bidder's internal financing resources and, if applicable, proof of fully executed and effective financing commitments enforceable by the Debtor and with limited conditionality customary for transactions of the proposed Sale type from one or more reputable financing sources in an aggregate amount equal to the cash portion of such Bid (including, if applicable, the payment of Cure Amounts), in each case, as are required to timely close the Sale; (iii) any other financial disclosure or credit-quality support information or enhancement requested by the Debtor demonstrating that such Potential Bidder has the ability to timely close the proposed Sale in accordance with the Bidding Procedures. xi. **Adequate Assurance Information.** The Bid must include sufficient financial or other information to establish adequate assurance of future performance pursuant to section 365 of the Bankruptcy Code to the non-Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtor and assigned to the Potential Bidder in connection with the proposed transaction. xii. **Authorization.** The Bid must contain written evidence satisfactory to the Debtor in its reasonable discretion of authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and consummation of such Bid and the transaction(s) contemplated therein and any Overbid(s) (as defined below), and related Transaction Documents. xiii. **Contingencies; No Financing or Diligence Outs.** A Bid shall not be conditioned on unperformed due diligence or obtaining financing or any internal approval, and, with respect to a Bid for any of the Merope Assets or Astellas Assets, such Bid shall not otherwise be subject to contingencies more burdensome to the Debtor than those in the Merope Stalking Horse APA and Astellas Stalking Horse APA, respectively. xiv. **Disclaimer of Fees.** With the exception of the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, and any Additional Stalking Horse Bid, each Bid must disclaim any right to any break-up fee, termination fee, expense reimbursement or similar type of payment or form of compensation. For the avoidance of doubt, no Bidder (other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder) will be permitted to request, nor be granted by the Debtor, at any time, whether as part of the Auction or otherwise,

	a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Bid each Bidder is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including any substantial contribution or other administrative expense claim under section 503(b) of the Bankruptcy Code. xv. **Time Frame for Closing.** Each Bid by a Potential Bidder must be reasonably likely to be consummated, if selected as the Successful Bid, within a time frame reasonably acceptable to the Debtor (in consultation with the Consultation Parties) and, in any event, by August 29, 2026, unless such date is extended by the Debtor in the Debtor's sole discretion (provided that, such extension does not conflict with any provision of the Merope Stalking Horse APA, the Astellas Stalking Horse APA, or any Additional Stalking Horse APA). The Potential Bidder must commit to closing the proposed Sale contemplated by the Bid as soon as practicable and provide perspective on any potential regulatory issues that may arise in connection with such Potential Bidder's acquisition of the Assets, as applicable, including (a) a description of all governmental, licensing, regulatory or other filings, approvals or consents that are required to be made or obtained to close the proposed transaction, together with evidence of the ability to make or obtain such filings, consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the making, obtainment or effectiveness of any such filings, consents or approvals and (b) an estimated timeframe for making and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents. xvi. **Adherence to Bid Procedures.** Each Bid must include (a) a statement that the Potential Bidder has acted in good faith consistent with section 363(m) of the Bankruptcy Code and (b) a statement that the Potential Bidder agrees to be bound by, and has complied with, the Bidding Procedures. xvii. **Joint Bids.** The Debtor is authorized to approve joint Bids, in the exercise of its business judgment, on a case-by-case basis; *provided* that the foregoing is subject to the restrictions on communications among Potential Bidders as set forth in the Bidding Procedures, and that the Debtor authorizes any joint Bids in writing (email being sufficient). xviii. **No Collusion.** The Potential Bidder must acknowledge in writing that (a) in connection with submitting its Bid, it has not engaged in any collusion that would be subject to section 363(n)

	of the Bankruptcy Code with respect to any Bids or the Sale, specifying that it did not agree with any Potential Bidders or Qualified Bidders to control price and (b) it agrees not to engage in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids, the Auction, or the Sale. xix. **Other Information.** The Bid contains such other information as may be reasonably requested by the Debtor. **Designation as a Qualified Bidder**. A qualified bidder ("**Qualified Bidder**") is a Potential Bidder that, in the Debtor's reasonable determination, following consultation with the Consultation Parties, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "**Bid Requirements**" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "**Qualified Bid**"); *provided* that the Debtor reserves the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. The Debtor will determine in its reasonable discretion, in consultation with the Consultation Parties, whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination, in no event later than one (1) business day prior to the Auction. For the avoidance of doubt, (i) the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder is a Qualified Bidder, (ii) the Merope Stalking Horse APA, the Astellas Stalking Horse APA, and any Additional Stalking Horse APA is a Qualified Bid, and (iii) the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder is authorized to submit any Overbids during the Auction, in each instance without further qualification required of the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder.
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	This Motion seeks, and the Proposed Bidding Procedures Order approves, relief from the fourteen-day stay imposed by Bankruptcy Rule 6004(h).
Bid Protections to Stalking Horse or Initial Bidder Local Rule 6004-1(c)(i)(C)	The Merope Stalking Horse APA provides bid protections comprised of (i) a break-up fee equal to $1,500,000, representing three percent (3%) of the Purchase Price and (ii) reasonable and documented fees and expenses incurred by the Merope Stalking Horse Bidder and its affiliates, in an amount not to exceed $500,000 (representing one percent (1%) of the Purchase Price). The Astellas Stalking Horse APA provides bid protections comprised of (i) a Termination Fee equal to four percent (4%) of the Closing Consideration and

	(ii) reimbursement of the reasonable and documented out-of-pocket costs and expenses incurred by the Astellas Stalking Horse Bidder, in an amount not to exceed $500,000 in the aggregate. The Bidding Procedures also provide that Additional Bid Protections may be granted to an Additional Stalking Horse Bidder, which may take the form of a break-up fee and/or expense reimbursement for such party's reasonable and documented expenses incurred in connection with such transaction, provided that the aggregate amount of such bid protections shall not exceed three percent (3%) of the purchase price of such Additional Stalking Horse Bid.
Modification of Bidding Procedures Local Rule 6004-1(c)(i)(D)	The Debtor reserves the right to, in its business judgment (in consultation with the Consultation Parties), modify the Bidding Procedures in good faith, including, without limitation, any deadlines or milestones thereunder, to further the goal of attaining the highest or otherwise best offer for the Assets, or impose, at or prior to selection of the Successful Bidder(s), additional customary terms and conditions on any Sale of the Assets, including, without limitation, extending the deadlines set forth herein, adjourning the Auction (if held) without further notice, adding or modifying procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction and/or adjourning the Sale Hearing, and cancelling the Auction or electing not to hold an Auction, in each case without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA, provided, however, that any such modifications that affect the terms and conditions set forth in the Merope Stalking Horse APA or the Astellas Stalking Horse APA, or that affect the Merope Assets or the Astellas Assets, shall require the consent of the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder, as applicable, which consent shall not be unreasonably withheld. The Debtor shall provide reasonable notice of any such modification to any Qualified Bidder, including the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder. Notwithstanding anything to the contrary herein, nothing in the Bidding Procedures shall limit or restrict the ability of the Debtor or its Board of Directors (or equivalent governing body) to take any action, or to refrain from taking any action, that the Debtor or its Board of Directors determines in good faith, after consultation with its advisors, is required in order for the Debtor or its directors to comply with their fiduciary duties under applicable law and the Bankruptcy Code.
Closing with Alternative Bidders	**Selection of Backup Bid**. If an Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid as compared to the Successful Bid at the Auction for any of the Assets as determined by the Debtor in the exercise of its business judgment (in consultation with the

Local Rule 6004-1(c)(i)(E)	Consultation Parties) (the "**Backup Bid**"), shall be required to serve as a backup bidder (the "**Backup Bidder**"), and such Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated. Notwithstanding anything to the contrary herein, the Merope Stalking Horse Bidder shall not be required to serve as the Backup Bidder. The identity of the Backup Bidder, if any, and the amount and material terms of the Qualified Bid of the Backup Bidder shall be announced by the Debtor at the conclusion of the Auction at the same time the Debtor announces the identity of the Successful Bidder. The Backup Bid(s) shall remain binding on the Backup Bidder until the closing of a Sale for the applicable Assets pursuant to the Successful Bid; provided, however, if the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder is the Backup Bidder, such Backup Bid(s) shall remain binding solely to the extent provided in the applicable Stalking Horse APA. If a Successful Bidder fails to consummate the approved transactions contemplated by its Successful Bid, the Debtor may select the Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. Notwithstanding anything to the contrary herein, the Merope Stalking Horse Bidder shall not be required to serve as the Backup Bidder. The Debtor's presentation of a particular Qualified Bid to the Court for approval does not constitute the Debtor's acceptance of such Qualified Bid. The Debtor will be deemed to have accepted a Bid only when the Bid has been approved by the Court at the Sale Hearing; *provided*, that if the Debtor pursues a Plan Sponsor Alternative, the Debtor will provide notice of a confirmation hearing for the applicable chapter 11 plan and the Debtor will be deemed to have accepted such Plan Sponsor Alternative only when the applicable chapter 11 plan has been approved by the Court at a confirmation hearing. The Debtor shall seek approval by the Court to consummate the Backup Bid, solely in the event the Successful Bidder fails to close the transaction as provided in the Successful Bid and with all rights reserved against the Successful Bidder. The Successful Bidder and Backup Bidder (except for the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder), following the completion of the Auction, must increase their Good Faith Deposits so that they equal 10% of the cash portion of such Successful Bid or Backup Bid, as applicable.
Auction Local Rule 6004-1(c)(ii)	**Baseline Bid.** No later than one (1) Business Day prior to the commencement of the Auction, the Debtor will (i) notify all Qualified Bidders and Consultation Parties in writing of the highest or otherwise best Qualified Bid for each group of applicable Assets, as determined by the Debtor in its reasonable business judgment, following consultation with the Consultation

	Parties (the "**Baseline Bid**"), and (ii) provide all Qualified Bidders with complete copies of all Transaction Documents supporting each Baseline Bid, subject to exclusion of any confidential financial information as determined by the Debtor in its reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtor's determination of which Qualified Bid constitutes the applicable Baseline Bid shall take into account any factors relevant to the value of the Qualified Bid to the Debtor's estate, including, among other things: (a) the number, type, and nature of any changes to the Merope Stalking Horse APA or Astellas Stalking Horse APA, as applicable, requested by the Qualified Bidder; (b) the amount and nature of the total consideration; (c) the likelihood of the bidder's ability to close the proposed sale transaction(s), and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtor's estate from the transactions contemplated by the Bid; (e) the projected percentage recovery to general unsecured creditors pursuant to such Qualified Bid and the certainty of such recovery; (f) whether all administrative, priority and secured claims will be paid in full under such Qualified Bid and; (g) the net benefit to the Debtor's estate (collectively, the "**Bid Assessment Criteria**"). All Qualified Bidders shall attend the Auction in-person, unless the Debtor, in its sole discretion, permits virtual participation by the Qualified Bidder. In the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder. If no Qualified Bids (other than the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, or any Additional Stalking Horse Bid for the Remaining Assets) are received by the Bid Deadline, the Auction shall be canceled, and the Debtor will file with the Court, serve on the Notice Parties (other than the Debtor), and cause to be published on the Debtor's claims and noticing agent's website, a notice containing the following information, as applicable: (i) a statement that the Auction for the Assets, as applicable, has been canceled; (ii) a declaration that the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder is deemed the Successful Bidder and the Merope Stalking Horse APA, the Astellas Stalking Horse APA, or any Additional Stalking Horse Bid is the Successful Bid; and (iii) the date, time, and location of the Sale Hearing; *provided* that if no Qualified Bids are received (other than the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, or any Additional Stalking Horse Bid for the Remaining Assets), such Qualified Bidder may elect to pivot to a Plan Sponsor Alternative so long as in the Debtor's reasonable judgment such Plan Sponsor Alternative satisfies the requirements of section 1129 of the Bankruptcy Code. **Auction Date and Location.** The Auction will commence on or before August 4, 2026, starting at 10:00 a.m. ET at the offices of Raymond James,

	320 Park Avenue, Floor 12, New York, NY 10022 or on such other date and/or at such other location as determined by the Debtor (in a manner not inconsistent with any Stalking Horse APA). The Debtor may determine that the Auction will be held virtually. **Participation Requirements.** Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) and the Debtor will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtor who have not submitted Bids may attend the Auction as observers, provided that they send an email to the undersigned counsel indicating that they intend to attend the Auction no less than one (1) Business Day prior to the Auction, provided further that the Debtor's right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved. **Auction Procedures.** The Debtor and its professionals will direct and preside over the Auction. The Debtor may, in the exercise of its business judgment, hold one or more separate Auctions for different segments of the Debtor's Assets. The Auction Procedures as set forth herein shall apply to any such Auction. At the start of the Auction, the Debtor will describe the terms of the Baseline Bid. All Bids made thereafter must be Overbids (as defined below) and will be made and received on an open basis, and all material terms of each Bid will be fully disclosed to all other Qualified Bidders. The Debtor will maintain a transcript of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, the Successful Bid and the Backup Bid. Each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the sale of the Assets. The Debtor, in its reasonable discretion, reserves the right to conduct the Auction in a manner designed to maximize value based upon the nature and extent of the Qualified Bids received; provided that, the Debtor may, in its sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction. During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least $100,000 (each, an "**Overbid**"). The Debtor will announce at the Auction the material terms of each Overbid, value each Overbid in accordance with these Bidding Procedures and provide each Qualified Bidder with an opportunity to make a subsequent Overbid. Additional consideration in excess of the amount set forth in the Baseline Bid may include cash and/or other non-cash consideration acceptable to the Debtor in accordance with these Bidding Procedures. The

	Debtor shall assess the value of such non-cash consideration in accordance with the Bid Assessment Criteria. During the Auction, the Debtor may, in its reasonable discretion, announce increases or reductions to minimum increments for Overbids at any time. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions, including the addition or removal of Astellas Assets or Assumed Contracts, in the applicable Transaction Documents or the Merope Stalking Horse APA or any Additional Stalking Horse APA, the Debtor will provide notice to each participant of the value ascribed by the Debtor to any such added, deleted, or modified provision or provisions, or added or removed Astellas Assets or Assumed Contracts, with such value being determined by the Debtor in its reasonable discretion following consultation with the Consultation Parties. Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) the Debtor accepts a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Backup Bid (as defined below). To the extent not previously provided (which will be determined by the Debtor), a Qualified Bidder submitting an Overbid must submit at the Debtor's request, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtor) demonstrating such Qualified Bidder's ability to close the transaction at the purchase price contemplated by such Overbid. The Debtor may, in its business judgment (in consultation with the Consultation Parties) reject, at any time before entry of an order of the Court approving a Qualified Bid, any Bid (other than the Merope Stalking Horse Bid or the Astellas Stalking Horse Bid) that the Debtor determines is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, or (iii) contrary to the best interests of the Debtor, its estate, and its stakeholders. The Debtor may announce at the Auction modified or additional procedures for conducting the Auction, or otherwise modify the Bidding Procedures, in each case in consultation with its advisors and the Consultation Parties, in each case without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA, provided, however, that any such modifications that affect the terms and conditions set forth in the Merope Stalking Horse APA or the Astellas Stalking Horse APA, or that affect the Merope Assets or the Astellas Assets, shall require the consent of the Merope Stalking Horse Bidder or the Astellas

	Stalking Horse Bidder, as applicable, which consent shall not be unreasonably withheld. All such modifications and additional rules will be communicated in advance to the Consultation Parties and Qualified Bidders; *provided*, that, to the extent such modifications occur at the Auction, disclosure of such modifications shall be limited to those in attendance at the Auction. **Selection of Successful Bid**. At the conclusion of the Auction, the Debtor shall (i) determine (after consultation with the Consultation Parties) consistent with the Bidding Procedures, the Bid Assessment Criteria, and in the exercise of its business judgment, which Bid constitutes the highest or otherwise best Bid(s) for the Assets (each such bid, a "**Successful Bid**"), and (ii) notify all Qualified Bidders at the Auction of the identity of the Qualified Bidder that submitted the Successful Bid. The Qualified Bidder that submits the Successful Bid will be deemed the "Successful Bidder," and the purchase agreement with respect to such Successful Bid will be deemed the "**Successful Bidder Purchase Agreement**." Within 24 hours after the conclusion of the Auction, the Debtor shall file a notice identifying the Successful Bidder(s) and Backup Bidder(s) (if selected) (the "**Notice of Successful Bidder**"). The Notice of Successful Bidder will (i) identify each Successful Bidder and Backup Bidder; (ii) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, including any assumption and assignment and/or rejection of Contracts contemplated thereby, or provide instructions for accessing each Successful Bid and Backup Bid free of charge on the website of the Debtor's claims and noticing agent, Verita Global; and (iii) set forth the date, time, and location of the Sale Hearing.

C. Assumption and Assignment and/or Rejection Procedures

31. To facilitate the Sale, the Debtor seeks authority to assume and assign certain contracts (the "**Assigned Contracts**") to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or the Successful Bidder(s), as applicable, in accordance with the following Assumption and Assignment and/or Rejection Procedures:

Assumption and Assignment and/or Rejection Procedures	
Contract Assumption/Rejection Notice	On the Assumption and Assignment and/or Rejection Service Deadline, the Debtor will file with the Court, and cause to be published on the Debtor's case website maintained by its claims and noticing agent, Kurtzman Carson Consultants, LLC d/b/a Verita Global ("**Verita**

	Global"), the Contract Assumption/Rejection Notice, in substantially the form attached to the Bidding Procedures Order as **Exhibit 2** (the "**Contract Assumption/Rejection Notice**"). The Debtor will serve the Contract Assumption/Rejection Notice via first class mail on all non-Debtor counterparties to Assigned Contracts or to contracts proposed to be assumed and assigned or rejected in connection with the Debtor's sale process, and their respective known counsel, and provide a copy of same to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder. The Contract Assumption/Rejection Notice shall inform each recipient that its respective contract or lease may be assumed and assigned to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or additional Stalking Horse Bidder(s) or that such contract has been designated for rejection in connection with the Merope Stalking Horse Bid or the Astellas Stalking Horse Bid, and the timing and procedures relating to such assumption and assignment or rejection, and, to the extent practicable (i) the title of the contract or lease, (ii) the name of the counterparty to the contract or lease, (iii) if the contract or lease is identified as a contract that may be assumed and assigned, the Debtor's good faith estimates of the amounts required to cure all defaults in connection with such contract or lease (the "**Cure Amount**"), and (iv) the deadline by which any such contract or lease counterparty may file an objection to either (a) the proposed assumption and assignment and/or cure amount, and the procedures relating thereto, or (b) the proposed rejection of such contract or lease by the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder; *provided*, *however*, that service of a Contract Assumption/Rejection Notice does not constitute an admission that any contract or lease is an executory contract or unexpired lease. If the Debtor identifies additional contracts or leases that might be assumed by the Debtor and assigned to the Successful Bidder or if the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder designates an additional contract or lease for rejection, the Debtor will promptly send a Contract Assumption/Rejection Notice to the applicable counterparties to such contract or lease. Notwithstanding the foregoing, with respect to the Merope Stalking Horse Bid, the Merope Stalking Horse Bidder's deadline to designate any Outbound License Agreement (as defined in the Merope Stalking Horse APA) as an Assigned Contract shall be no later than two (2) Business Days prior to the Sale Hearing, except as otherwise agreed in writing between the Merope Stalking Horse Bidder and the applicable counterparty to such Outbound License Agreement.
Cure Amounts	The payment of the applicable Cure Amounts by the Debtor, or the Successful Bidder(s), as applicable, shall: (i) cure all defaults existing

	thereunder, (ii) compensate for any actual pecuniary loss to such counterparty resulting from such default, and (iii) together with the assumption of the Assigned Contracts by the Debtor and the assignment of the Assigned Contracts to the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder(s), or the Successful Bidder(s), as applicable, constitute adequate assurance of future performance thereof.
Supplemental Contract Assumption Notice	To the extent the Debtor, at any time after the Assumption and Assignment and/or Rejection Service Deadline but no later than two (2) business days prior to the Closing (as defined in the applicable asset purchase agreement) of the Sale (i) identifies (a) additional Assigned Contracts to be assumed and assigned to the Merope Stalking Horse Bidder, any Additional Stalking Horse Bidder(s), or the Successful Bidder(s), as applicable (the "**Additional Assigned Contracts**"), or (b) additional contracts proposed to be rejected in connection with the Merope Stalking Horse Bid and Astellas Stalking Horse Bid (ii) removes (a) Assigned Contracts from the list of executory contracts and leases ultimately selected as Assigned Contracts that the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder(s), or the Successful Bidder(s), as applicable, proposes be assumed and assigned to it in connection with a Sale, or (b) any contract from the list of contracts or leases designated for rejection pursuant to the Merope Stalking Horse Bid or the Astellas Stalking Horse Bid (iii) and/or modifies the previously stated Cure Amount associated with any Assigned Contract, the Debtor will promptly serve via overnight mail and electronic mail a supplemental notice of contract assumption (a "**Supplemental Assumption Notice**") on each of the counterparties affected by such notice and their counsel of record, if any, and provide a copy of the same to the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder(s), or the Successful Bidder(s), as applicable. Each Supplemental Assumption Notice will include the same information with respect to listed Assigned Contracts or contract designated for rejection as was included in the Contract Assumption/Rejection Notice. The Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder may designate Additional Assigned Contracts to be removed from the list of executory contracts and leases at any time up to two (2) business days before the Closing of the Sale and may further designate Additional Assigned Contracts related to any of the Assets (respective to the Merope Stalking Horse APA and Astellas Stalking Horse APA) to be assumed and assigned at any time up to two (2) business days before the effective date of any chapter 11 plan, in accordance with the terms of the respective Merope Stalking Horse APA

	and Astellas Stalking Horse APA.
Objections	Objections, if any, to the (a) proposed assumption and assignment or the Cure Amount proposed with respect thereto, or (b) proposed rejection of a contract or lease, must: (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amount, the correct Cure Amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Clerk of this Court and served upon the Notice Parties, so as actually to be received on or before the Sale Objection Deadline or deadline set forth in the Supplemental Assumption Notice, as applicable. Any party who fails to timely file an objection to the Cure Amount listed on the Contract Assumption/Rejection Notice or to the assumption and assignment of an Assigned Contract or the rejection of any contract or lease (a) shall be forever barred, estopped and enjoined from objecting thereto, including (i) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtor, its estate, the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or other Successful Bidder selected at the Auction, if any, with respect to any such Assigned Contracts and (ii) asserting that the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (b) shall be deemed to consent to (i) the sale of the Assets as approved by the Sale Order and (ii) the assumption and assignment of any Assigned Contract or the rejection of a contract or lease designated for rejection; and (c) shall be forever barred and estopped from asserting or claiming against the Debtor or the assignee of the relevant contract or lease that any conditions to assumption and assignment of such contract or lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).
Dispute Resolution	In the event that the Debtor and the non-Debtor counterparty cannot resolve any objection to the Cure Amount, the Assigned Contract may be assumed by the Debtor and assigned to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any additional Stalking Horse Bidder(s), or the Successful Bidder(s), as applicable; *provided* that the Debtor shall segregate from the proceeds received by the Debtor at the closing of the Sale the Cure Amount that the counterparty asserts is required to be paid, pending a resolution of the dispute by the Court or mutual agreement by the parties. Any objection to the proposed assumption and assignment of a contract or related Cure Amount

	proposed in connection with the Sale that remains unresolved as of the Sale Hearing shall be heard at the Sale Hearing (or at a later date as fixed by the Court) (the "**Assumption/Assignment Hearing**").
Contract Assumption.	No Assigned Contract shall be deemed assumed and assigned pursuant to section 365 of the Bankruptcy Code until the later of: (i) the date the Court has entered an order assuming and assigning such Assigned Contracts, in the event of a timely objection to assumption and assignment of the contract by the contract counterparty or (ii) the date the Sale to which such Assigned Contract is being assumed and assigned to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or the Successful Bidder(s), as applicable, has closed (the "**Closing Date**"); *provided*, however, that if the Debtor segregates from the proceeds received by the Debtor at the closing of the Sale the Cure Amount, or, pending a resolution of the dispute by the Court or mutual agreement by the parties any objection to the Cure Amount, the Cure Amount that the counterparty asserts is required to be paid, then the Assigned Contract shall be deemed assumed and assigned pursuant to section 365 of the Bankruptcy Code on the Closing Date.

D. Key Dates and Deadlines

32. The Debtor proposes the following key dates and deadlines (the "**Sale Milestones**") for the sale process, certain of which dates and deadlines may be subject to extension in accordance with the Bidding Procedures:

Event	Deadline
Deadline to Serve Bidding Procedures Order, and Sale Hearing Notice	No later than three (3) days following entry of Bidding Procedures Order
Deadline for Debtor to File Notice of Proposed Cure Amounts ("Assumption and Assignment and/or Rejection Service Deadline")	No later than three (3) business days after the entry of the Bidding Procedures Order
Deadline to Designate Additional Stalking Horse Bidder(s)	July 13, 2026
Bid Deadline	July 25, 2026 at 5:00 p.m. (ET)

Deadline to Designate Qualified Bids	July 29, 2026
Sale Objection Deadline	July 31, 2026 at 4:00 p.m. (ET)
Auction	August 4, 2026
Deadline to Serve Notice of Successful Bidder(s) and Contract Assumption/Rejection Notice	Within 24 hours after the conclusion of the Auction
Deadline to File Supplemental Sale Objection[7] and Objection to Assumption or Cure Amount (other than if Merope Stalking Horse Bidder or Additional Stalking Horse Bidder is the Successful Bidder)	Two business days after service of the Notice of Successful Bidder
Sale Hearing (Proposed)	August [11], 2026 at [●]:[●] a/p.m. (ET)
Entry of Sale Order	August 14, 2026
Closing	August 29, 2026

33. Within five (5) days following entry of the Bidding Procedures Order, or as soon as reasonably practicable thereafter, the Debtor shall cause the Sale Hearing Notice to be served on the Sale Notice Parties (as defined in the Bidding Procedures Order) or their counsel, if known. On or about the same date, the Debtor will publish the Sale Hearing Notice on the website of the Debtor's claims and noticing agent, Verita Global, and will also publish a notice substantially similar to the Sale Hearing Notice once in a national edition of *USA Today*.

[7] This Supplemental Sale Objection deadline applies only for objections related solely to (i) conduct of the Auction; (ii) the proposed Sale transaction (other than a Sale to the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder); and (iii) the ability of the Successful Bidder(s) (other than the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) to provide adequate assurance of future performance.

BASIS FOR RELIEF REQUESTED

A. Approval of the Sale is Warranted Under Bankruptcy Code Section 363(b), and the Bidding Procedures, Including Entry Into the Merope Stalking Horse APA and the Astellas Stalking Horse APA, are Appropriate and in the Best Interests of the Debtor's Estate and Creditors.

34. Section 363(b)(1) of the Bankruptcy Code provides that, "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Bankruptcy Code section 105(a) further provides, in relevant part, that "[t]he court may 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).

35. A debtor should be authorized to sell assets out of the ordinary course of business pursuant to Bankruptcy Code section 363 if it demonstrates a sound business purpose for doing so. *See In re Fed. Mogul Glob., Inc.*, 293 B.R. 124, 126 (D. Del. 2003) (finding that a court should approve a debtor's use of assets outside ordinary course of business if debtor can demonstrate a sound business justification for proposed transaction); *see also In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 154 (Bankr. D. Del. 1999) (finding that the debtor's sound business purpose justified its sale of the assets outside of the ordinary course of business).

36. Indeed, the paramount goal of a chapter 11 process is to maximize the proceeds received by the estate. *See Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 564–65 (8th Cir. 1997) ("[A] primary objective of the [Bankruptcy] Code [is] to enhance the value of the estate at hand."); *In re Abbotts Dairies of Penn., Inc.*, 788 F.2d 143, 149 (3d Cir. 1986) (noting the fairness and reasonableness of prices); *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992) ("It is a well-established principle of bankruptcy law that the debtor's duty is to obtain

the highest price or greatest overall benefit possible for the estate.") (quoting *Cello Bag Co. v. Champion Int'l Corp. (In re Atlanta Packaging Prods., Inc.)*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988)); *In re Summit Glob. Logistics, Inc.*, No. 08-11566, 2008 WL 819934, at *14 (Bankr. D.N.J. Mar. 26, 2008) (describing a proposed transaction as one that "maximize[d] value and return to interested parties."). To that end, courts have recognized that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate of a debtor and therefore are appropriate. *See Integrated*, 147 B.R. at 659 (providing that such procedures "encourage bidding . . . to maximize the value of the debtor's assets."); *In re Fin. News Network Inc.*, 126 B.R. 152, 156 (S.D.N.Y. 1991) ("[C]ourt-imposed rules for the disposition of assets [should] provide an adequate basis for comparison of offers, and [should] provide for a fair and efficient resolution of bankrupt estates.").

37. Courts defer to a debtor's business judgment in the context of bidding and auction procedures. *See In re Trans World Airlines Inc.*, No. 01-0056, 2001 WL 1820326, at *10 (Bankr. D. Del. Apr. 2, 2001) ("It is not the function of a bankruptcy court to independently exercise a business judgment as to which proposal among competing proposals should be adopted by the debtor in effecting a § 363(b) sale.").

38. In exercising its fiduciary duties and in the sound exercise of the Debtor's business judgment, the Debtor has determined that the Bidding Procedures, including entry into the Merope Stalking Horse APA and the Astellas Stalking Horse APA, are the most appropriate method for encouraging competing bids and will best position the Debtor to maximize creditor recoveries and achieve the highest or otherwise best offer currently available.

39. The Bidding Procedures provide a framework to facilitate and entertain bids for the

Assets and, if such bids are received, to conduct an Auction in an orderly yet competitive fashion, thereby encouraging bids that maximize the value realized from a sale of the Assets. In particular, the Bidding Procedures contemplate an open and fair auction process with minimum barriers to entry and provide Potential Bidders with sufficient time to perform due diligence, many of whom will have likely performed due diligence in the very recent past, and acquire the information necessary to submit a timely and well-informed bid. *See In re Fed. Mogul*, 293 B.R. at 126.

40. The Bidding Procedures provide the Debtor with an adequate opportunity to consider competing bids and select the highest and otherwise best offer for the purchase of substantially all the Debtor's assets. The Debtor therefore believes that submitting the purchase of its assets to a market-based test is the best means to achieve maximum recovery for all stakeholders. Accordingly, the Debtor believes that the consideration obtained will be fair and reasonable under the circumstances. *In re Summit Glob. Logistics*, 2008 WL 819934, at *14.

41. If the Debtor does not receive any Qualified Bids (other than the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, or any Additional Stalking Horse Bid), the Debtor will (a) notify all Potential Bidders and the Court in writing that (i) the Auction is cancelled and (ii) the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, and/or any Additional Stalking Horse Bid is the Successful Bid; and (b) seek authority at the Sale Hearing to consummate the Sale transactions with the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and/or any Additional Stalking Horse Bid, as applicable.

42. Similar bidding, auction and notice procedures have been previously approved by this Court in other chapter 11 cases. *See, e.g.*, *In re Joann, Inc.*, Case No. 25-11068 (CTG) (Bankr. D. Del. Feb. 16, 2025); *In re First Mode Holdings, Inc.*, Case No. 24-12794 (KBO) (Bankr. D.

Del. Jan. 17, 2025); *In re Zurvita Holdings, Inc.*, Case No. 24-12823 (MFW) (Bankr. D. Del. Jan. 14, 2025); *In re Oya Renewables Dev. LLC*, Case No. 24-12574 (KBO) (Bankr. D. Del. Dec. 10, 2024); *In re AIO US, Inc.*, Case No. 24-11836 (CTG) (Bankr. D. Del. Oct. 29, 2024); *In re Tupperware Brands Corp.*, Case No. 24-12156 (BLS) (Bankr. D. Del. Oct. 23, 2024); *In re Vyaire Med., Inc.*, Case No. 24-11217 (BLS) (Bankr. D. Del. July 11, 2024); *In re Ambri Inc.*, Case No. 24-10952 (LSS) (Bankr. D. Del. June 12, 2024); *In re Zymergen, Inc.*, Case No. 23-11661 (KBO) (Bankr. D. Del. Nov. 20, 2023).

43. In sum, the Debtor believes that the proposed Bidding Procedures, including entry into the Merope Stalking Horse APA and the Astellas Stalking Horse APA, create an appropriate framework for expeditiously establishing that the Debtor is receiving the best or otherwise highest offer for the Assets. Accordingly, the proposed Bidding Procedures, the Merope Stalking Horse APA, and the Astellas Stalking Horse APA are reasonable, appropriate, and within the Debtor's sound business judgment under the circumstances.

B. Approval of the Stalking Horse Bid Protections is Appropriate.

44. As described above, the Debtor seeks authority to grant the Merope Bid Protections comprised of (i) a break-up fee equal to $1,500,000, representing three percent (3%) of the Merope Purchase Price and (ii) the reasonable and documented fees and expenses incurred by the Merope Stalking Horse Bidder, in an amount not to exceed $500,000 (representing one percent (1%) of the Merope Purchase Price), as well as the Astellas Bid Protections comprised of (i) a "Termination Fee" equal to four percent (4%) of the "Closing Consideration" (as defined in the Astellas Stalking Horse APA), and (ii) reimbursement of the reasonable and documented out-of-pocket costs and expenses incurred by the Astellas Stalking Horse Bidder, in an amount not to exceed $500,000 in

the aggregate. The Debtor believes that the Stalking Horse Bid Protections are reasonable, given the benefits to the Debtor's estates of having a "stalking horse" bidder by virtue of the definitive asset purchase agreement, the risk to the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder that a third-party offer may ultimately be accepted, and that approval of the Stalking Horse Bid Protections as described in the Bidding Procedures is necessary to preserve and enhance the value of the Debtor's estate.

45. To the extent the Debtor designates any Additional Stalking Horse Bidder pursuant to the Stalking Horse Designation Procedures, the Debtor may seek to grant Additional Bid Protections to that Additional Stalking Horse Bidder, which may take the form of a break-up fee and/or expense reimbursement for such party's reasonable and documented expenses incurred in connection with such transaction, provided that the aggregate amount of such bid protections shall not exceed three percent (3%) of the purchase price of such bid. The Debtor believes that the Bid Protections may be necessary for any Additional Stalking Horse Bidder to enter into an Additional Stalking Horse APA. The Debtor believes that the presence of any Additional Stalking Horse Bidder will set the floor for the value of the Remaining Assets and attract other potential buyers to bid, thereby maximizing the realizable value of the Remaining Assets for the benefit of the Debtor's estate, its creditors, and all other parties in interest.

46. Furthermore, the Debtor believes the Stalking Horse Designation Procedures and ability set forth therein for the Debtor to grant the Stalking Horse Bid Protections, are fair and reasonable under all circumstances. The Bidding Procedures are reasonably calculated to encourage a buyer to submit a final bid within the range of reasonably anticipated values and encourage a potential stalking horse bidder to set a floor of value for the Debtor's assets and

thereby create a competitive bidding environment.

47. The Third Circuit has established standards for determining the appropriateness of bidding incentives in the bankruptcy context. In *In re O'Brien Environmental Energy, Inc.*, 181 F.3d 527 (3d Cir. 1999), the court held that even though bidding incentives are measured against a business judgment standard in nonbankruptcy transactions, the administrative expense provisions of Bankruptcy Code § 503(b) govern in the bankruptcy context. Accordingly, to be approved, bidding incentives must provide some benefit to the Debtor's estate. *See id*. at 533.

48. The *O'Brien* court identified at least two instances in which bidding incentives may provide benefit to an estate. First, benefit may be found if "assurance of a breakup fee promoted more competitive bidding, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited." *Id*. at 537. Second, where the availability of bidding incentives induces a bidder to research the value a debtor's assets and submit a bid that serves as a minimum or floor bid on which other bidders can rely, "the bidder may have provided a benefit to the estate by increasing the likelihood that the price at which the debtor is sold will reflect its true worth." *Id*.

49. Whether evaluated under the "business judgment rule" or the Third Circuit's "administrative expense" standard, the Bid Protections are appropriate. The Debtor's agreement to pay the Stalking Horse Bid Protections pursuant to the Bidding Procedures and upon entry into the Merope Stalking Horse APA and the Astellas Stalking Horse APA is the product of good faith, arm's-length negotiations between the Debtor and the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder, as applicable. Neither the Merope Stalking Horse Bidder nor the Astellas Stalking Horse Bidder is an "insider" or "affiliate" of the Debtor, as those terms are

defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Merope Stalking Horse Bidder and the Debtor or between the Astellas Stalking Horse Bidder and the Debtor. The Stalking Horse Bid Protections are fair and reasonable in amount and are reasonably intended to compensate for the risk and expense to the Stalking Horse Bidders of serving as a stalking horse bidder in this Chapter 11 Case, and the value that role provides to the Debtor's estate by providing a minimum bid on which other bidders can rely, and thereby "increasing the likelihood that the price at which the [Assets will be] sold will reflect [its] true worth." *Id*.

50. The Stalking Horse Bid Protections were a material inducement for the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder in the drafting, negotiation, and execution of their respective purchase agreements. In the absence of the Debtor's agreement to provide the Stalking Horse Bid Protections, the Debtor likely would not have the funds necessary to conduct the auction process contemplated herein.

51. Finally, the Bidding Procedures are fair and reasonable procedures reasonably intended to encourage competitive bidding, and the Stalking Horse Bid Protections will permit the Debtor to insist that competing bids for the Assets, made in accordance with the Bidding Procedures, be materially higher or otherwise better than the Merope Stalking Horse APA or the Astellas Stalking Horse APA (or competing agreement), as applicable, which is a clear benefit to the Debtor's estate.

52. In addition, the Stalking Horse Bid Protections and the Additional Bid Protections are well within the spectrum of break-up fees and expense reimbursement approved by bankruptcy courts in other chapter 11 cases in this district. *See, e.g.*, *In re CTN Holdings, Inc.*, No. 25-10603

(TMH) (Bankr. D. Del. May 14, 2025) (approving a break-up fee of 3% of the purchase price and an expense reimbursement that represented 2% of the stalking horse bid); *In re First Mode Holdings, Inc.*, No. 24-12794 (KBO) (Bankr. D. Del. Jan. 17, 2025) (approving 3% break-up fee and expense reimbursement of up to 3.6% of approximate $15 million purchase price); *In re Fluid Market, Inc.*, No. 24-12363 (CTG) (Bankr. D. Del. Nov. 20, 2024) (approving expense reimbursement of up to 4.9% of approximate $10 million purchase price); *In re American Eagle Delaware Holding Co., LLC*, No. 22-10028 (JKS) (approving a break-up fee of 3% of the cash consideration of the stalking horse bid plus expense reimbursements equal to a maximum of 1.25% of the cash consideration of the stalking horse bid); *In re Ector Cnty. Energy Ctr., LLC*, No. 22-10320 (JTD) (Bankr. D. Del. May 6, 2022) (approving break-up fee of 3% of cash consideration of the stalking horse bid plus expense reimbursements equal to a maximum of 0.5% of the cash consideration of the stalking horse bid); *In re BHCosmetics Holdings, LLC*, No. 22-10050 (CSS) (Bankr. D. Del. Jan. 28, 2022) (approving break-up fee equal to 4% of the cash consideration of the stalking horse bid plus expense reimbursements equal to a maximum of approximately 3.5% of the cash consideration of the stalking horse bid); *In re Gorham Paper and Tissue, LLC*, No. 20-12814 (KBO) (Bankr. D. Del. Nov. 19, 2020) (approving break-up fee in an amount equal to approximately 3.4% of cash purchase price and expense reimbursement up to an amount equal to approximately 1.1% of cash purchase price); *In re Valeritas Holdings, Inc*., No. 20-10290 (LSS) (Bankr. D. Del. Mar. 6, 2020) (approving 3% break-up fee and $1 million expense reimbursement totaling 7.3% of stalking horse bid); *In re Celadon Grp., Inc*., No. 19-12606 (KBO) (Bankr. D. Del. Jan. 6, 2020) (authorizing a break-up fee of up to 3% of the purchase price plus an expense reimbursement of 1.5% of the purchase price); *In re Promise Healthcare Grp., LLC*, No 18-12491

(CSS) (Bankr. D. Del. Feb. 1, 2019) (approving break-up fee and expense reimbursement of approximately 3.4% of stalking horse bid); *In re AtopTech, Inc.*, No. 17-10111 (MFW) (Bankr. D. Del. Apr. 21, 2017) (approving break-up fee and expense reimbursement of approximately 5.6% of stalking horse bid); *In re Am. Apparel, LLC*, No. 16-12551 (BLS) (Bankr. D. Del. Dec. 5, 2016) (approving break-up fee and expense reimbursement fee of approximately 4.5% of stalking horse bid); *In re BPS US Holdings Inc*., No. 16-12373 (KJC) (Bankr. D. Del. Nov. 30, 2016) (approving break-up fee and expense reimbursement of approximately 3.6% of stalking horse bid); *In re Hipcricket, Inc*., Case No. 15-10104 (LSS) (Bankr. D. Del., Feb. 11, 2015) (approving break-up fee, which together with expense reimbursement, was 4.3% of the purchase price under stalking horse agreement).

C. The Assets Should be Sold Free and Clear of Claims, Liens and Encumbrances Under 11 U.S.C. § 363(f).

53. In the interest of attracting the best offers, the Debtor requests authorization to sell the Assets free and clear of any and all liens, claims, encumbrances, and other interests in accordance with section 363(f) of the Bankruptcy Code, with any such liens, claims, encumbrances, and other interests attaching to the proceeds of the sale of the Assets and distributed as provided for in a further order of the Court.

54. Under section 363(f) of the Bankruptcy Code, a debtor may sell estate property free and clear of liens, claims, encumbrances, and other interests if one of the following conditions is satisfied:

a. applicable nonbankruptcy law permits sale of such property free and clear of such interest;

b. such entity consents;

c. such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;

d. such interest is in bona fide dispute; or

e. such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) of the Bankruptcy Code is written in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the sale of the Assets "free and clear" of liens, claims, encumbrances, and other interests. *See, e.g.*, *In re Dura Auto. Sys., Inc.,* 2007 WL 7728109, at *6 n.32 (Bankr. D. Del. Aug. 15, 2007).

55. Furthermore, section 105(a) of the Bankruptcy Code grants the Court broad discretionary powers, providing that "[t]he Court may issue any order, process or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a). This equitable power may be utilized to effectuate the provisions of section 363(f). *See, e.g., In re Trans World Airlines, Inc*., 2001 WL 1820325, at *6–7 (Bankr. D. Del. Mar. 27, 2001) (highlighting bankruptcy courts' equitable authority to authorize sale of estate assets free and clear).

56. The Debtor will present evidence at the Sale Hearing that the Sale satisfies the requirements of section 363(f). The Debtor therefore requests authorization to sell the Assets free and clear of all liens, claims, encumbrances, and other interests.

D. The Court May Enter the Noncompete Findings in the Merope Sale Order.

57. As explained above, the Debtor has a wide portfolio of intellectual property, some of which it has licensed in limited and targeted ways to strategic partners pursuant to license or collaboration agreements (collectively, the "**Outbound License Agreements**"). In connection

with the Merope Stalking Horse Bid, the Merope Stalking Horse Bidder proposes to acquire certain of the Debtor's intellectual property, including both intellectual property that the Debtor has, and has not, licensed in the Outbound License Agreements.

58. Section 365(n) of the Bankruptcy Code provides that, if the Debtor rejects any Outbound License Agreement, the licensee thereunder (the "**Outbound Licensee**") is entitled to elect either to "treat such contract as terminated" in accordance with section 365(n)(1)(A) of the Bankruptcy Code or, as relevant to the Merope Stalking Horse Bid,

> (B) to retain its rights (including a right to enforce any exclusivity provision of such contract, but excluding any other right under applicable nonbankruptcy law to specific performance of such contract) under such contract and under any agreement supplementary to such contract, to such intellectual property (including any embodiment of such intellectual property to the extent protected by applicable nonbankruptcy law), as such rights existed immediately before the case commenced, for—
>
> (i) the duration of such contract; and
>
> (ii) any period for which such contract may be extended by the licensee as of right under applicable nonbankruptcy law.

11 U.S.C. §365(n)(1)(A) & (B).

59. If the Outbound License Agreements are rejected and an Outbound Licensee elects to retain its rights to such intellectual property[8] pursuant to section 365(n)(1)(B) of the Bankruptcy Code, section 365(n) protects only the licensee's existing rights to use licensed intellectual property and to enforce contractual exclusivity with respect to "such intellectual property." 11 U.S.C. §365(n)(1)(B). The proposed Merope Sale Order does not curtail or impede on such

[8] "Intellectual property", as defined in the Bankruptcy Code, means: "(A) trade secret; (B) invention, process, design, or plant protected under title 35; (C) patent application; (D) plant variety; (E) work of authorship protected under title 17; or (F) mask work protected under chapter 9 of title 17; to the extent protected by applicable nonbankruptcy law." 11 U.S.C. § 101(35A).

election.

60. However, certain of the Outbound License Agreements contain additional provisions that broadly purport to restrict the ability of the Debtor to engage in certain activities, including with respect to the research, development or commercialization of certain competing products (the "**Noncompete Provisions**"). These Noncompete Provisions[9] generally restrict the Debtor's ability to research, develop or commercialize competing products to target the specific disease, treatment, or function described in the Outbound License Agreement, even if the Debtor uses intellectual property it did not license to the applicable Outbound Licensee (the "**Underlying IP**"). The Noncompete Provisions therefore extend far beyond the scope of the intellectual property license granted under the Outbound License Agreements.

61. The Merope Stalking Horse Bidder and its affiliates are not parties to any of the Outbound License Agreements and they cannot be bound by the Noncompete Provisions. *See Cardiovascular Sys., Inc. v. Cardio Flow, Inc.*, 498 F.Supp.3d 1080, 1089–90 (D. Minn. 2020) (contractual provisions in patent licensing contract cannot bind nonparty). Accordingly, the proposed Merope Sale Order includes findings of fact and conclusions of law that, among other things, establishes that the Noncompete Provisions are not binding on the Merope Stalking Horse Bidder or its affiliates (the "**Noncompete Findings**"). See **Exhibit B-2**, Merope Sale Order, ¶¶ S, CC, and 24.

[9] The Noncompete Provisions in the Outbound License Agreements include any "noncompete", "commercial exclusivity" or similar provision, however characterized, including as set forth in Article 6 of the Genentech Agreement, Section 3.4 of the Astellas Agreement, Sections 8.4 and 8.5 of the Takeda Agreement, the last sentence of Section 3.6 of the Roche Agreement, and the last sentence of Section 2.1 of the OMT Agreement (each as defined in the Merope Stalking Horse APA) which purports to restrict the Debtor or any of its affiliates from conducting activities that are outside the scope of the exclusive Intellectual Property license granted to the applicable Outbound Licensee under such Outbound License Agreement.

62. Under the Merope Stalking Horse APA, it is a condition precedent to the Merope Stalking Horse Bidder's obligation to close that "either (i) the Sale Order shall order that each such Outbound License Agreement is rejected and also include the Non-Compete Findings, or (ii) the Buyer and such Outbound Licensees shall have entered into a new or amended license agreement, in form and substance acceptable to Buyer in its sole discretion." Merope Stalking Horse APA, § 6.1(g). Accordingly, obtaining entry of an order that includes the Noncompete Findings is an important element of the proposed Sale transaction.

63. The Debtor intends to work constructively and expeditiously with the Outbound Licensees to facilitate discussions on the terms of consensual amendments to the Outbound License Agreements that will allow such Outbound License Agreements to be assumed and assigned to the Merope Stalking Horse Bidder at Closing. If, however, a consensual resolution is not achieved with respect to any Outbound Licensee, the Debtor will seek approval to reject such Outbound License Agreement and ask the Court to enter the Merope Sale Order with the Noncompete Findings applicable to such Outbound Licensee and corresponding Outbound License Agreement. Without those findings, the Merope Stalking Horse Bidder is not obligated to close the transaction.

64. If necessary, the Debtor is prepared to demonstrate at or before the Sale Hearing that the Noncompete Findings are entirely consistent with applicable provisions of the Bankruptcy Code and that the Noncompete Provisions cannot bind the Merope Stalking Horse Bidder, which is not a a Outbound License Agreements to be rejected. The Noncompete Provisions do not give rise to an interest that would preclude a free and clear sale under section 363(f) of the Bankruptcy Code. Accordingly, the Underlying IP should be sold free and clear of any of these contractual

Noncompete Provisions and the Court should make and include the requested Noncompete Findings in the Sale Order.

E. A Successful Bidder Should be Entitled to the Protections of Bankruptcy Code Section 363(m).

65. Pursuant to section 363(m) of the Bankruptcy Code, a good faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *See In re Abbotts Dairies of Penn.*, 788 F.2d at 147; *Miami Ctr. Ltd. P'ship v. Bank of New York*, 838 F.2d 1547, 1554 (11th Cir. 1988); *In re Mark Bell Furniture Warehouse, Inc*., 992 F.2d 7, 9 (1st Cir. 1993); *Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Congoleum Corp*., No. 03-51524, 2007 WL 1428477 (Bankr. D.N.J. May 11, 2007); *In re Temtechco, Inc*., 1998 WL 887256, at *4 (D. Del. Dec. 18, 1998).

66. As noted above, any asset purchase agreement executed by a Successful Bidder (including the Merope Stalking Horse APA and the Astellas Stalking Horse APA) will have been negotiated at arm's-length and in good faith in accordance with the Bidding Procedures, with each of the parties represented by its own advisors and counsel. Accordingly, the Debtor requests that the Merope Sale Order, Astellas Sale Order, and any other Sale Order include a provision that any Successful Bidder for the Assets is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code. The Debtor maintains that providing the Successful Bidder with such protection will best position the Debtor to achieve the maximum price for the Assets.

F. Assumption and Assignment and/or Rejection of Certain Executory Contracts and Unexpired Leases Should be Authorized.

67. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or

[unexpired] lease of the debtor." 11 U.S.C. § 365(a). A debtor may assume or reject an executory contract or unexpired lease if its business judgment supports assumption or rejection. *See, In re Stable Mews Assoc., Inc*., 41 B.R. 594, 596 (Bankr. S.D.N.Y. 1984); *see also Grp. of Inst. Inv'rs. v. Chi, Milwaukee, St. Paul & Pac.R.R. Co*., 318 U.S. 523 (1943); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp*., 872 F.2d 36, 39-40 (3d Cir. 1989). The business judgment test "requires only that the trustee [or debtor in possession] demonstrate that [assumption or] rejection of the contract will benefit the estate." *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co. (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987) (quoting *Stable Mews*). Any more exacting scrutiny would slow the administration of a debtor's estate and increase costs, interfere with the Bankruptcy Code's provision for private control of administration of the estate, and threaten the court's ability to control a case impartially. *See Richmond Leasing Co. v. Capital Bank, N.A*., 762 F.2d 1303, 1311 (5th Cir. 1985).

68. Pursuant to section 365(b)(1) of the Bankruptcy Code, for a debtor to assume an executory contract, it must "cure, or provide adequate assurance that the debtor will promptly cure," any default which is required to be cured, including compensating or providing adequate assurance of prompt compensation for any "actual pecuniary loss" relating to such default. 11 U.S.C. § 365(b)(1). The Assumption and Assignment and/or Rejection Procedures, as set forth herein and in the Bidding Procedures Order, are appropriate and reasonably tailored to provide counterparties to Assigned Contracts with adequate notice of the proposed assumption and assignment and/or rejection of their contracts and leases, as well as proposed cure amounts, if any. Such counterparties will then be given an opportunity to object to such cure amounts and assumption and assignment and/or rejection of their contracts and leases. The Assumption and

Assignment and/or Rejection Procedures further provide that, in the event an objection is not resolved, the Court will determine the disputed issues. Therefore, the Debtor submits that implementation of the Assumption and Assignment and/or Rejection Procedures is appropriate under the facts and circumstances of this Chapter 11 Case and the proposed Sale.

69. Once an executory contract is assumed, the trustee or debtor in possession may elect to assign such contract. *See In re Rickel Home Centers, Inc*., 209 F.3d 291, 299 (3d Cir. 2000) ("The Code generally favors free assignability as a means to maximize the value of the debtor's estate."); *see also In re Headquarters Dodge, Inc*., 13 F.3d 674, 682 (3d Cir. 1994) (noting that the purpose of section 365(f) is to assist a trustee in realizing the full value of the debtor's assets). Section 365(f) of the Bankruptcy Code provides that the "trustee may assign an executory contract . . . only if the trustee assumes such contract . . . and adequate assurance of future performance is provided." 11 U.S.C. § 365(f)(2). The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes, Inc. v. Arrari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D.N.J. 1989); *see also In re Natco Indus., Inc*., 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned.

70. The Debtor submits that the assumption and assignment of Assigned Contracts to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or other Successful Bidder(s) (as applicable), as of the Closing Date is necessary to

the consummation of the Sale and is well within the Debtor's sound business judgment. Those Assigned Contracts are essential to inducing the highest or otherwise best offer for the Assets because they are necessary to run the Debtor's business. The value of the Purchase Price in the Merope Stalking Horse APA and the Astellas Stalking Horse APA includes the value of the Assigned Contracts, and the Debtor could not have realized the price it did for the Merope Assets or Astellas Assets without the Assigned Contracts. In addition, the Merope Stalking Horse APA and the Astellas Stalking Horse APA each provide and the Sale Orders will provide, that the Debtor will have (a) cured and/or provided adequate assurance of cure of any default required to be cured and existing prior to the assumption and assignment; and (b) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from such default, ensuring that the counterparties are not prejudiced by such assumption and assignment.

71. Counterparties to the Debtor's Assigned Contracts or contracts proposed to be rejected by the Debtor will be provided with a Contract Assumption/Rejection Notice and will have an opportunity to object to the potential assumption and assignment of their Assigned Contracts and leases or the rejection of the contracts or leases prior to the entry of the Sale Order. The Debtor proposes that any counterparty that fails to object to the proposed assumption and assignment or rejection of its contract or lease will be deemed to consent to that assumption and assignment or rejection pursuant to section 365 of the Bankruptcy Code on the terms set forth in the proposed Bidding Procedures Order, Merope Sale Order, Astellas Sale Order, and any Sale Order, and to the cure amounts identified in the Contract Assumption/Rejection Notice. *See*, *e.g.*, *In re Tabone, Inc.*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (holding that creditor was deemed to

have consented to sale by not objecting to sale motion).

72. Accordingly, the Debtor submits that (i) the assumption and assignment to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or other Successful Bidder of the Debtor's Assigned Contracts and (ii) the rejection of contracts or leases should each be approved as an exercise of the Debtor's sound business judgment.

G. The Proposed Notice is Appropriate Under Bankruptcy Rule 2002

73. The notices contemplated by this Motion and the Bidding Procedures give notice of the proposed Sale including a disclosure of the time and place of an Auction, the terms and conditions of the Sale, and the deadline for filing any objections. The Debtor submits that the notice procedures comply with Bankruptcy Rule 2002 and include information regarding the Bidding Procedures necessary to enable interested bidders to participate in the Auction and constitute good and adequate notice of the Bidding Procedures and the other components of the Auction. Therefore, the Debtor respectfully request*s* this Court approve the proposed notice procedures.

H. Relief from Bankruptcy Rules 6004(h) and 6006(d) is Appropriate.

74. The Debtor also requests that the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[u]nless the court orders otherwise, an order authorizing the use, sale, or lease of property (other than cash collateral) is stayed for 14 days after the order is entered." Fed. R. Bankr. P. 6004(h). To preserve the value of the Debtor's estate and limit the costs of administering and preserving the Assets, it is critical that the Debtor close the Sale of the Assets as soon as possible after all closing conditions have been met or waived. Accordingly, the Debtor

hereby requests that the Court waive the fourteen-day stay periods under Bankruptcy Rules 6004(h) and 6006(d).

NOTICE

75. The Debtor will provide notice of this Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) each of the Debtor's creditors holding the twenty (20) largest unsecured claims as set forth in the list filed with the Debtor's petition; (c) the Securities and Exchange Commission; (d) the Internal Revenue Service; (e) the United States Department of Justice; (f) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com)); (g) counsel to the Merope Stalking Horse Bidder, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Jacob A. Adlerstein (jadlerstein@paulweiss.com) and Joshua A. Esses (jesses@paulweiss.com)) and Morris, Nichols, Arsht & Tunnell LLP, 120 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com) and Brenna A. Dolphin (bdolphin@morrisnichols.com)); (h) counsel to the Astellas Stalking Horse Bidder, Covington & Burling LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Abigail V. O'Brient (aobrient@cov.com) and Julia Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com)); (i) entities known to have expressed a bona fide interest in a transaction with respect to the Assets; (j) all entities known to have asserted any lien, claim or encumbrance in or upon any of the Assets; (k) all federal, state and local environmental, regulatory or taxing

authorities or recording offices which have a reasonably known interest in the relief requested by the Motion; (l) all parties to executory contracts and unexpired leases to be assumed and assigned, or rejected, as part of the proposed Sale; and (m) all parties who have requested notice in this chapter 11 case pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested in this Motion, the Debtor respectfully submit*s* that no further notice is necessary.

WHEREFORE, the Debtor requests this Court to enter the Bidding Procedures Order, the Sale Order and further relief as the Court may deem just and appropriate.

Dated: June 23, 2026
Wilmington, Delaware

/s/ Daniel J. DeFranceschi

Daniel J. DeFranceschi (No. 2732)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Emails: defranceschi@rlf.com
steele@rlf.com
schlauch@rlf.com
and

Cullen D. Speckhart (*pro hac vice* pending)
Lauren A. Reichardt (*pro hac vice* pending)
Miriam Peguero Medrano (*pro hac vice* pending)
COOLEY LLP
55 Hudson Yards
New York, NY 10001-2157
Telephone: (212) 479-6000
Emails: cspeckhart@cooley.com
lreichardt@cooley.com
mpegueromedrano@cooley.com
and

Robert L. Eisenbach III (*pro hac vice* pending)
COOLEY LLP
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
Telephone: (415) 693-2000
Email: reisenbach@cooley.com

Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT A

Proposed Bidding Procedures Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.,[1]	)	Case No. 26-10989 (___)
Debtor.	)	

ORDER (A) APPROVING BIDDING PROCEDURES FOR THE SALE OF THE DEBTOR'S ASSETS, (B) APPROVING THE DEBTOR'S ENTRY INTO THE STALKING HORSE APAS AND GRANTING BID PROTECTIONS, (C) AUTHORIZING THE DEBTOR TO DESIGNATE ADDITIONAL STALKING HORSE BIDDERS AND GRANTING BID PROTECTIONS, (D) APPROVING ASSUMPTION AND REJECTION PROCEDURES, (E) SCHEDULING AN AUCTION AND SALE HEARING AND APPROVING FORMS AND MANNER OF NOTICE THEREOF, AND (F) GRANTING CERTAIN RELATED RELIEF

Upon consideration of the motion (the "**Motion**")[2] of the Debtor for entry of a final order (this "**Order**"): (i) authorizing and approving the bidding procedures (the "**Bidding Procedures**") attached as **Exhibit 1** to the Bidding Procedures Order in connection with the sale of all or substantially all of the Debtor's assets (the "**Assets**") through one or more sale transactions (each, a "**Sale**"), including the form and manner of notice thereof; (ii) authorizing and approving the Debtor's entry into (1) that certain asset purchase agreement, substantially in the form attached to the Motion as **Exhibit B-1** (the "**Merope Stalking Horse APA**" and the underlying bid, the "**Merope Stalking Horse Bid**"), by and among the Debtor, Merope Acquisition Sub, LLC (the "**Merope Stalking Horse Bidder**"), and Eli Lilly and Company ("**Lilly**") (solely as Guarantor), for the sale of the Assets described therein (the "**Merope Assets**") and (2) that certain asset

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

purchase agreement, substantially in the form attached to the Motion as **Exhibit C-1** (the **"Astellas Stalking Horse APA**" and, together with the Merope Stalking Horse APA, the "**Stalking Horse APAs**"), by and between the Debtor and Astellas Gene Therapies, Inc. (the "**Astellas Stalking Horse Bidder**" and, together with the Merope Stalking Horse Bidder, the "**Stalking Horse Bidders**") for the Sale of the Assets described therein (the **"Astellas Assets**"), in each case, subject to the solicitation of higher or otherwise better offers; (iii) authorizing and approving certain bid protections, including the Merope Bid Protections and the Astellas Bid Protections (collectively, the "**Bid Protections**") in connection with the Debtor's entry into the Stalking Horse Agreements; (iv) authorizing and approving the Debtor's entry into one or more additional asset purchase agreements (each, an "**Additional Stalking Horse APA**" and the underlying bid, the "**Additional Stalking Horse Bid**"), with one or more other bidders that the Debtor designates to serve as a stalking horse bidder (each, an "**Additional Stalking Horse Bidder**") for the Sale of the Debtor's Assets other than those Assets subject to the Merope Stalking Horse APA and the Astellas Stalking Horse APA (the "**Remaining Assets**") pursuant to the Stalking Horse Designation Procedures (defined below); (v) approving procedures (the "**Assumption and Assignment and/or Rejection Procedures**") for the assumption and assignment of executory contracts and unexpired leases (the "**Assigned Contracts**"), including notice of proposed cure amounts, and/or the rejection of executory contracts and unexpired leases; (vi) scheduling the auction (the "**Auction**"), if any, and the date and time of the hearing to approve the Sale or Sales of the Debtor's Assets (each, a "**Sale Hearing**"); and (vii) granting related relief; and it appearing that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors and all other parties in interest; and after due deliberation, and good and sufficient cause appearing therefor:

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to consider the Motion 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 as of February 29, 2012.

B. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014, and Local Rule 6004-1.

D. Good and sufficient notice of the Motion, the Bidding Procedures, and the relief granted by this Order has been given under the circumstances and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Local Rule 2002-1(b) and all other interested parties.

E. The Debtor has articulated good and sufficient reasons for the Court to approve the Bidding Procedures. Such good and sufficient reasons were set forth in the Motion, are incorporated by reference herein, and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

F. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtor's estate and creditors. The Bidding Procedures and all such steps and expenses incurred by the Debtor in connection with the implementation of the Bidding Procedures and this Order shall be deemed reasonable and

appropriate and within the sound business judgment of the Debtor pursuant to section 363(b) of the Bankruptcy Code.

G. The Merope Stalking Horse APA was entered into in good faith between the Debtor and Merope and is the result of arm's-length negotiations between the parties, each of whom are represented by sophisticated counsel.

H. The Debtor has demonstrated compelling and sound business justifications for entering into the Merope Stalking Horse APA and incurring the administrative obligations arising thereunder or in connection therewith, and the timing and procedures set forth therein.

I. The sale of the Merope Assets as contemplated in the Merope Stalking Horse APA is in the best interests of the Debtor's estate, its creditors and all other parties in interest, and represents a reasonable exercise of the Debtor's sound business judgment.

J. The Astellas Stalking Horse APA was entered into in good faith between the Debtor and Astellas and is the result of arm's-length negotiations between the parties, each of whom are represented by sophisticated counsel.

K. The Debtor has demonstrated compelling and sound business justifications for entering into the Astellas Stalking Horse APA and incurring the administrative obligations arising thereunder or in connection therewith, and the timing and procedures set forth therein.

L. The sale of the Astellas Assets as contemplated in the Astellas Stalking Horse APA is in the best interests of the Debtor's estate, its creditors and all other parties in interest, and represents a reasonable exercise of the Debtor's sound business judgment.

M. The Debtor has demonstrated a compelling business justification for providing the Bid Protections to the Stalking Horse Bidders on the terms set forth in each Stalking Horse APA. The Bid Protections are an essential inducement and condition of the Stalking Horse

Bidders' entry into, and continuing obligations under each Stalking Horse APA. Unless they are assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale transactions or otherwise be bound under the applicable Stalking Horse APA (including the obligations to maintain their committed offer while such offer is subject to higher or otherwise better offers). The Bid Protections induced the Stalking Horse Bidders to submit bids that will serve as a minimum floor bid for the applicable Assets on which the Debtor, its bankruptcy estate, its creditors and other bidders can rely, and which encourages and facilitates the Auction process. Each of the Stalking Horse Bidders has provided a material benefit to the Debtor, its bankruptcy estate, and its creditors by increasing the likelihood that the best possible purchase price for the applicable Assets will be realized. Accordingly, the Bid Protections are reasonable and appropriate and represent the best method for maximizing the value of the applicable Assets.

N. Each of the Stalking Horse Bidders is a third-party purchaser and is unrelated to the Debtor. Neither any of the Stalking Horse Bidders, nor any of its affiliates, subsidiaries, officers, directors, members, partners, or principals, or any of their respective representatives, successors, or assigns is an "insider" or "affiliate" of the Debtor pursuant to Local Bankr. R. 6004-1(b)(iv)(A) or as those terms are defined in section 101 of the Bankruptcy Code.

O. The Sale Notice, substantially in the form attached hereto as **Exhibit 3**, is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale, including: (a) the date, time and place of the Auction (if one is held); (b) the Bidding Procedures and certain dates and deadlines related thereto; (c) the deadline to object to the entry of the Merope Sale Order, the Astellas Sale Order, and the Motion and the date, time and place of the Sale Hearing; (d) reasonably specific identification of the Assets subject to the proposed sales;

(e) instructions for promptly obtaining a copy of the Merope Stalking Horse APA and the Astellas Stalking Horse APA; (f) representations describing the proposed sales as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds; (g) the commitment by the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder to assume certain liabilities of the Debtor; and (h) notice of the proposed assumption and assignment of contracts and/or leases pursuant to the Merope Stalking Horse APA and Astellas Stalking Horse APA (or to any Additional Stalking Horse Bidder or another Successful Bidder selected at the Auction, if any) and the procedures and deadlines for objecting thereto. No other or further notice of the proposed sale process with respect to the Merope Sale Order or the Astellas Sale Order shall be required.

P. The Contract Assumption/Rejection Notice, substantially in the form attached hereto as **Exhibit 2**, is reasonably calculated to provide all non-Debtor counterparties to the Debtor's contracts or leases with proper notice of the potential assumption and assignment or rejection of their contracts or leases, the proposed cure amounts relating thereto and the Assumption and Assignment and/or Rejection Procedures; provided that the mere listing of any contract or lease on the Contract Assumption/Rejection Notice does not require or guarantee that such contract or lease will be assumed and assigned or rejected, and all rights of the Debtor with respect to such contract or lease are reserved. The Assumption and Assignment and/or Rejection Procedures set forth herein are fair, reasonable, appropriate, and comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

Q. The Bidding Procedures substantially comply with the requirements of Local Rule 6004-1.

R. The legal and factual bases set forth in the Motion establish just cause for the relief granted here. Entry of this Order is in the best interests of the Debtor's estate, its creditors and all other interested parties.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is hereby GRANTED as set forth herein.

2. All objections to the relief requested in the Motion that have not been withdrawn, waived, settled, or specifically addressed in this Order, and all reservations of rights included in such objections, are specifically overruled.

Approval of the Bidding Procedures

3. The Bidding Procedures, attached hereto as **Exhibit 1**, are approved, and the Debtor is authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

4. The Bidding Procedures shall govern the submission, receipt and analysis of all Bids, and any party desiring to submit a higher or better offer shall do so strictly in accordance with the terms of this Order and the Bidding Procedures. The Debtor is authorized to take any and all actions necessary to implement the Bidding Procedures (subject in all respects to the terms thereof).

5. The following dates and deadlines regarding competitive bidding are hereby established (subject to modification in accordance with the Bidding Procedures):

Event	Deadline
Deadline to Serve Bidding Procedures Order, and Sale Hearing Notice	No later than three (3) days following entry of Bidding Procedures Order
Bidding Procedures Hearing	No later than seven (7) days after the Petition Date

Deadline for Debtor to File Notice of Proposed Cure Amounts ("Assumption and Assignment and/or Rejection Service Deadline")	No later than three (3) business days after the entry of the Bidding Procedures Order
Deadline to Designate Additional Stalking Horse Bidder(s)	July 13, 2026
Bid Deadline	July 25, 2026
Deadline to Designate Qualified Bids	July 29, 2026
Sale Objection Deadline	July 31, 2026 at 4:00 p.m. (ET)
Auction	August 4, 2026 at 10:00 a.m. (ET)
Deadline to Serve Notice of Successful Bidder(s) and Contract Assumption/Rejection Notice	Within 24 hours after the conclusion of the Auction
Deadline to File Supplemental Sale Objection[3] and Objection to Assumption or Cure Amount (other than if Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, or an Additional Stalking Horse Bidder is the Successful Bidder)	Two business days after service of the Notice of Successful Bidder
Sale Hearing (Proposed)	August [11], 2026 at [●]:[●] a/p.m. (ET)
Entry of Sale Order	August 14, 2026
Closing	August 29, 2026

[3] This Supplemental Sale Objection deadline applies only for objections related solely to (i) conduct of the Auction; (ii) the proposed Sale transaction (other than a Sale to the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder or other Additional Stalking Horse Bidder); and (iii) the ability of the Successful Bidder(s) (other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder or any Additional Stalking Horse Bidder) to provide adequate assurance of future performance.

6. ***Notice of Successful Bidder***. As soon as reasonably practicable after Conclusion of the Auction, if any, and in any event not less than 24 hours following Conclusion of the Auction, the Debtor shall file with the Court and serve on the Sale Notice Parties (defined below) notice of Successful Bid(s), Successful Bidder(s), Backup Bid(s) and Backup Bidder(s) (as each term is defined in the Bidding Procedures).

7. ***Sale Hearing***. The Sale Hearing shall commence on August [11], 2026 at [●]:[●] a/p.m. (prevailing Eastern Time) before the Honorable [●], at the Court, 824 North Market Street, 5th Floor, Courtroom No. [●], Wilmington, Delaware 19801. Subject to the terms of the Bidding Procedures, the Sale Hearing may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

8. ***Sale Objection Deadline***. Objections, if any, to any Sale, including to the entry of the Merope Sale Order and the Astellas Sale Order, must be made on or before July 31, 2026, at 4:00 p.m. (prevailing Eastern Time) (the "**Sale Objection Deadline**"). Objections must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** no later than the Sale Objection Deadline by the following parties, together with any other party that has filed a notice of appearance in this Chapter 11 Case (collectively, the "**Notice Parties**"): (i) proposed counsel to the Debtor, Cooley LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Cullen D. Speckhart (cspeckhart@cooley.com), Lauren A. Reichardt (lreichardt@cooley.com), and Miriam Peguero Medrano (mpegueromedrano@cooley.com)) and 3 Embarcadero Center, 20th Floor, San Francisco, CA 94111 (Attn: Robert L. Eisenbach III (reisenbach@cooley.com)); (ii) proposed co-counsel to the Debtor, Richards, Layton & Finger, P.A., One Rodney Square, 920

North King Street, Wilmington, DE 19801 (Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), Amanda R. Steele (steele@rlf.com), and Brendan J. Schlauch (schlauch@rlf.com)); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Linda Casey (linda.casey@usdoj.gov)); (iv) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com)); (v) counsel to the Merope Stalking Horse Bidder, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Jacob A. Adlerstein (jadlerstein@paulweiss.com) and Joshua A. Esses (jesses@paulweiss.com)) and Morris, Nichols, Arsht & Tunnell LLP, 120 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com) and Brenna A. Dolphin (bdolphin@morrisnichols.com)); (vi) counsel to the Astellas Stalking Horse Bidder, Covington & Burling LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Abigail V. O'Brient (aobrient@cov.com) and Julia Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com)); (vii) counsel to any Additional Stalking Horse Bidder; and (viii) counsel to any Committee.

9. A party's failure to timely file or make an objection in accordance with this Order shall forever bar the assertion of any objection to the Motion, any Sale, entry of any Sale Order, the transfer of the Debtor's right, title and interest in, to and under the Assets free and clear of any and all liens, claims, interests, the Merope Stalking Horse APA, the Astellas Stalking Horse APA, and any Additional Stalking Horse APA, or with any Successful Bidder(s), including the assumption and assignment of any Assigned Contracts and any attendant Cure Amounts, and shall

be deemed to constitute any such party's consent to entry of the Sale Order and consummation of such Sale and all transactions related thereto, including, without limitation, the assumption and assignment of the Assigned Contracts.

10. ***Bid Deadline***. The Bid Deadline by which all Bids for the Assets must be ***actually received*** by the parties specified in the Bidding Procedures is July 25, 2026, at 5:00 p.m. (prevailing Eastern Time).

11. ***Auction***. August 4, 2026, at 10:00 a.m. (prevailing Eastern Time), is the date and time of the Auction, if one is needed. Such Auction will be held at the offices of Raymond James, 320 Park Avenue, Floor 12, New York, NY 10022, or, subject to the terms of the Bidding Procedures, such later time on such day or other place, including virtually through Zoom or similar platform, as the Debtor shall notify all Qualified Bidders who have submitted Qualified Bids (as each term is defined in the Bidding Procedures). The Auction will be conducted openly. The Auction shall be transcribed by a court reporter or recorded.

I. Designation of the Merope Stalking Horse Bidder

12. The Debtor is authorized and directed to (i) designate the Merope Stalking Horse Bidder, (ii) enter into the Merope Stalking Horse APA, subject to final Court approval at the Sale Hearing, and (iii) grant the Merope Bid Protections, which are comprised of a (a) break-up fee equal to $1,500,000, representing three percent (3%) of the Merope Purchase Price, and (b) reimbursement of the Merope Stalking Horse Bidder's reasonable and documented out-of-pocket costs and expenses incurred in connection with the transaction, in an amount not to exceed $500,000, representing one percent (1%) of the Merope Purchase Price.

13. The Debtor's obligation to pay the Merope Bid Protections shall constitute, pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code, an allowed

administrative expense claim against the Debtor's bankruptcy estate, with priority over any and all other administrative expenses arising under the Bankruptcy Code, including in connection with the DIP Facility, and shall survive termination of the Merope Stalking Horse APA. The Merope Bid Protections shall be payable by the Debtor to the Merope Stalking Horse Bidder on the terms and conditions set forth in the Merope Stalking Horse APA, and without further order of the Court. If the Merope Bid Protections become due and owing pursuant to the terms of the Merope Stalking Horse APA, the Debtor is authorized to pay the Merope Bid Protections, by wire transfer of immediately available funds, directly using the proceeds from the purchase price from a Successful Bider, or otherwise. Upon receiving payment from a Successful Bidder, the Debtor shall set aside an amount in cash for payment of the Merope Bid Protections, to the extent not already paid. Nothing in this Order or the Bidding Procedures shall authorize or permit the Debtor to modify any aspect of the Merope Bid Protections without the consent of the Merope Stalking Horse Bidder.

14. The Merope Stalking Horse Bidder is deemed a Qualified Bidder and the Merope Stalking Horse Bid as set forth in the Merope Stalking Horse APA is deemed a Qualified Bid.

J. Designation of the Astellas Stalking Horse Bidder

15. The Debtor is authorized, but not directed, in the exercise of its business judgment, to (i) designate the Astellas Stalking Horse Bidder, (ii) enter into the Astellas Stalking Horse APA, subject to final Court approval at the Sale Hearing, and (iii) grant the Astellas Bid Protections, which are comprised of (a) a "Termination Fee" equal to four percent (4%) of the "Closing Consideration" (as defined in the Astellas Stalking Horse APA), and (b) reimbursement of the reasonable and documented out-of-pocket costs and expenses incurred by the Astellas

Stalking Horse Bidder, in an amount not to exceed $500,000 in the aggregate.

16. The Debtor's obligation to pay the Astellas Bid Protections shall constitute, pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code, an allowed administrative expense claim against the Debtor's bankruptcy estate, with priority over any and all other administrative expenses arising under the Bankruptcy Code, including in connection with the DIP Facility, and shall survive termination of the Astellas Stalking Horse APA. In such case, the Debtor is authorized, without further action or order by the Court, to pay the Astellas Bid Protections to the Astellas Stalking Horse Bidder on the terms and conditions set forth in the Astellas Stalking Horse APA. Nothing in this Order or the Bidding Procedures shall authorize or permit the Debtor to modify any aspect of the Astellas Bid Protections without the consent of the Astellas Stalking Horse Bidder.

17. The Astellas Stalking Horse Bidder is deemed a Qualified Bidder and the Astellas Stalking Horse Bid as set forth in the Astellas Stalking Horse APA is deemed a Qualified Bid.

II. Designation of Any Additional Stalking Horse Bidder

18. The Debtor is authorized to designate any Additional Stalking Horse Bidder with respect to any Additional Stalking Horse APA and provide Bid Protections in accordance with the following Additional Stalking Horse Designation Procedures:

a. In the event that the Debtor, in consultation with the Consultation Parties, selects any Additional Stalking Horse Bidder, it will seek entry of an order approving the designation of that Additional Stalking Horse Bidder, and any related bid protections (an "**Additional Stalking Horse Order**").

b. To obtain entry of any Additional Stalking Horse Order, the Debtor is authorized to file a notice (the "**Additional Stalking Horse Hearing Notice**") setting an expedited hearing on not less than five calendar days' notice. Such Additional Stalking Horse Hearing Notice will be served on the U.S. Trustee, the Consultation Parties, and those parties

who have filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in the Chapter 11 Case with no further notice being required (the "**Additional Stalking Horse Notice Parties**").

c. Any Additional Stalking Horse Hearing Notice will (i) set forth the identity of the Additional Stalking Horse Bidder (and if that Additional Stalking Horse Bidder is a newly-formed entity, then that Additional Stalking Horse Bidder's parent company or sponsor); (ii) set forth the amount of the Additional Stalking Horse Bid and what portion (if any) is cash; (iii) identify any connections the Additional Stalking Horse Bidder has to the Debtor other than those connections that arise from the Additional Stalking Horse Bid; (iv) specify any Additional Bid Protections; (v) attach the related Additional Stalking Horse APA; (vi) attach the proposed form of Additional Stalking Horse Order; and (vii) set forth the Additional Stalking Horse Order Objection Deadline (as defined below).

d. Objections to the designation of any Additional Stalking Horse Bidder or any of the terms of any Additional Stalking Horse Bid (the "**Additional Stalking Horse Objection**") must (a) be in writing, (b) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, (c) state, with specificity, the legal and factual bases thereof, and (d) be filed with the Court no later than three calendar days after the service of any such Stalking Horse Notice (the "**Additional Stalking Horse Objection Deadline**"). If no Additional Stalking Horse Objection is timely filed and served with respect to the applicable Additional Stalking Horse Bid, upon the expiration of the Additional Stalking Horse Objection Deadline, the Debtor may submit to the Court the proposed Additional Stalking Horse Order under certification of counsel, which may be entered by the Court without a hearing, including with respect to any Bid Protections set forth therein.

e. For the avoidance of doubt, no Additional Stalking Horse Bidder will be entitled to any Bid Protections absent entry of any Additional Stalking Horse Order or further order of the Court. Notwithstanding anything herein to the contrary, to the extent the Debtor seeks to provide bid protections to any Additional Stalking Horse Bidder that is an "insider" as that term is defined in section 101(31) of the Bankruptcy Code, then the Debtor will file a separate motion seeking approval of such bid protection and may request that the Court hold a hearing on the approval of such motion on an expedited basis.

III. Auction, Bidding Procedures, and Related Relief

19. The Debtor is authorized to enter into any Stalking Horse Agreement

(including all schedules, exhibits, and other ancillary documents thereto), subject to higher and better offers at the Auction in accordance with the Bidding Procedures. The Debtor is authorized to perform all obligations of the Debtor set forth in any Stalking Horse Agreement that are intended to be performed prior to the Sale Hearing and prior to entry of the Sale Order, subject to the terms of the Bidding Procedures.

20. If the Debtor does not receive any Qualified Bids (other than any Stalking Horse Bid) for any of its Assets by the Bid Deadline: (a) the Debtor will not hold the Auction; (b) the relevant Stalking Horse Bidder will be deemed the Successful Bidder; and (c) the Debtor shall be authorized to seek approval of any Stalking Horse Agreement at the Sale Hearing.

21. If the Debtor receives one or more Qualified Bids from Qualified Bidders (other than any Stalking Horse Bidder) for all or substantially all of the Assets, or a subset of the Assets, then the Debtor shall conduct the Auction in accordance with the Bidding Procedures.

22. Pursuant to Local Rule 6004-1(c)(ii): (a) each bidder participating at the Auction shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale, as set forth in the Bidding Procedures; (b) the Auction shall be conducted openly; (c) parties in interest may attend the Auction so long as such party, at least one (1) business day prior to the Auction, delivers to the Debtor's counsel, Cooley LLP, a written request to attend the Auction (by email to, Cullen D. Speckhart (cspeckhart@cooley.com), Lauren A. Reichardt (lreichardt@cooley.com), Olya Antle (oantle@cooley.com), and Miriam Peguero Medrano (mpegueromedrano@cooley.com)); and (d) the Auction shall be transcribed or video recorded.

23. The Debtor may, in consultation with the Consultation Parties: (a) determine which Qualified Bid is the highest or otherwise best offer; (b) reject, at any time before entry of an order of the Court approving the Successful Bid(s), any Bid (other than any Stalking

Horse Bid) that, in the discretion of the Debtor, is: (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale; or (iii) contrary to the best interests of the Debtor, its estate, and its stakeholders; and (c) at or before the conclusion of the Auction, may announce modified or additional procedures for conducting the Auction, or otherwise modify the Bidding Procedures, in each case in accordance with the Bidding Procedures and in consultation with the Consultation Parties as the Debtor determines to be in the best interests of the Debtor's estate in this Chapter 11 Case; in each case without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA, provided, however, that any such modifications that affect the terms and conditions set forth in the Merope Stalking Horse APA or the Astellas Stalking Horse APA, or that affect the Merope Assets or the Astellas Assets, shall require the consent of the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder, as applicable, which consent shall not be unreasonably withheld.

24. No person or entity other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder (but only to the extent the Court enters an Additional Stalking Horse Order with respect to that Additional Stalking Horse Bidder) shall be entitled to any expense reimbursement, break-up fees, "topping," termination, or other similar fee or payment in connection with the purchase of any of the Assets, and by submitting a bid, such person or entity is deemed to have waived their right to request or to file with this Court any request for expense reimbursement or any sale-related fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise. Any substantial contribution claims by any Prospective Bidder are deemed waived, to the extent based solely on

such Prospective Bidder's submission of a Bid.

25. Except as otherwise provided in this Order, the Debtor, in its business judgment, further reserves the right, as it may reasonably determine to be in the best interests of its estate, subject to the terms and conditions under the Bidding Procedures and in consultation with the Consultation Parties and subject to the rights of the Stalking Horse Bidders under the applicable asset purchase agreements, to: (i) determine which Prospective Bidders are Qualified Bidders; (ii) determine which Bids are Qualified Bids; (iii) determine which Qualified Bid is the highest or otherwise best proposal, the Successful Bid, and which is the next highest or otherwise best proposal, or the Backup Bid, for any of the Assets, in each case in accordance with the Bidding Procedures; (iv) reject any Bid that is (A) not in conformity with the requirements of the Bidding Procedures or the requirements of this Order or the Bankruptcy Code, or (B) contrary to the best interests of the Debtor and its estate; (v) waive terms and conditions set forth herein with respect to all Qualified Bidders to the extent permissible under this Order or the Bidding Procedures; and (vi) to the extent provided in the Bidding Procedures, modify the Bidding Procedures, or withdraw the request to sell any of the Assets at any time with or without prejudice; provided, that the Merope Stalking Horse APA and the Astellas Stalking Horse APA and the Sales contemplated thereby are deemed a Qualified Bid for all purposes and any Additional Stalking Horse Bidder is deemed to be a Qualified Bidder.

IV. Assumption and Assignment and/or Rejection Procedures

26. The Assumption and Assignment and/or Rejection Procedures set forth in the Motion regarding the proposed assumption and assignment or rejection of certain contracts or leases that may be designated to be assumed by the Debtor pursuant to section 365(b) of the Bankruptcy Code and assigned to the Merope Stalking Horse Bidder, the Astellas Stalking Horse

Bidder, any Additional Stalking Horse Bidder, or any Successful Bidder (if any) pursuant to Section 365(f) of the Bankruptcy Code in connection with the sale of the Debtor's Assets, or that may be rejected, are hereby approved.

27. The Assumption and Assignment and/or Rejection Procedures, as set forth in the Motion, as may be modified or supplemented by the Sale Order, shall govern the assumption and assignment of all Assigned Contracts.

28. Any party who fails to timely file an objection to its scheduled cure amount listed on the Contract Assumption/Rejection Notice or to the assumption and assignment or rejection of a contract or lease (a) shall be forever barred, estopped and enjoined from objecting thereto, including (i) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtor, its estate, the contract party, the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or other Successful Bidder(s) selected at the Auction, if any, with respect to any such contract or lease and (ii) asserting that the contract party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (b) shall be deemed to consent to (i) the sale of the Assets as approved by the Sale Order and (ii) the assumption and assignment or rejection of the contract or lease; and (c) shall be forever barred and estopped from asserting or claiming against the Debtor or the assignee of the relevant contract or lease that any conditions to assumption and assignment of such contract or lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

29. The proposed assumption and assignment of the Assigned Contracts and the Auction shall be conducted solely in accordance with the provisions of this Order, the Bidding Procedures and the Assumption and Assignment and/or Rejection Procedures, as applicable.

30. Except as otherwise provided herein and in the Bidding Procedures, Local Rule 6004-1(c)(ii) is waived.

V. Sale Hearing Notice and Related Relief

31. The Sale Hearing Notice, substantially in the form attached hereto as **Exhibit 3**, is hereby approved. Within five (5) days of the entry of this Order, the Debtor shall cause the Sale Hearing Notice to be served upon the following parties (collectively, the "**Sale Notice Parties**"): (a) the United States Trustee for the District of Delaware (Attn: Linda Casey (linda.casey@usdoj.gov)); (b) each of the Debtor's creditors holding the twenty (20) largest claims as set forth in the list filed with the Debtor's petition, or any official committee appointed in the Debtor's case; (c) the Securities and Exchange Commission; (d) the Internal Revenue Service; (e) the United States Department of Justice; (f) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com)); (g) counsel to the Merope Stalking Horse Bidder, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Jacob A. Adlerstein (jadlerstein@paulweiss.com) and Joshua A. Esses (jesses@paulweiss.com)) and Morris, Nichols, Arsht & Tunnell LLP, 120 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com) and Brenna A. Dolphin (bdolphin@morrisnichols.com)); (h) counsel to the Astellas Stalking Horse Bidder, Covington & Burling LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Abigail V. O'Brient (aobrient@cov.com) and Julia Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com)); (i) entities

known to have expressed a bona fide interest in a transaction with respect to the Assets; (j) all entities known to have asserted any lien, claim or encumbrance in or upon any of the Assets; (k) all federal, state and local environmental, regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Motion; (l) all parties to executory contracts and unexpired leases to be assumed and assigned, or rejected, as part of the proposed Sale, including all Outbound Licenses; and (m) all parties who have requested notice in this chapter 11 case pursuant to Bankruptcy Rule 2002. On or about the same date, the Debtor will publish the Sale Hearing Notice on the website of the Debtor's claims and noticing agent, Verita Global, and will also publish a notice substantially similar to the Sale Hearing Notice once in a national edition of *USA Today*.

32. Notice as set forth in the preceding paragraph shall constitute good and sufficient notice of the Motion as it relates to the Debtor's request for the scheduling of the Auction and the Sale Hearing, and no other or further notice of the Motion, the Bidding Procedures, the Auction, the Sale Hearing, the Sales, and/or the entry of the Merope Sale Order or the Astellas Sale Order shall be necessary or required.

VI. Other Relief Granted

33. The Debtor is authorized to execute and deliver all instruments and documents and take such other action as may be necessary or appropriate to implement and effectuate the transactions contemplated by this Order.

34. The requirements set forth in Local Rule 9013-1 are satisfied by the contents of the Motion.

35. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this

proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact constitute conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

36. To the extent any provisions of this Order shall be inconsistent with the Motion or the Bidding Procedures, the terms of this Order shall control.

37. This Order shall be immediately effective and enforceable upon entry hereof.

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

EXHIBIT 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.,[1]	)	Case No. 26-10989 (___)
Debtor.	)	

BIDDING PROCEDURES

On the Petition Date, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the District of Delaware (the "**Court**"), commencing the above-captioned chapter 11 case (the "**Chapter 11 Case**").

On [●], 2026, the Court held a hearing (the "**Bidding Procedures Hearing**") on the *Motion of Debtor for an Order (I)(A) Approving Bidding Procedures for the Sale of Substantially all of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and to Provide Bid Protections with Respect to the Debtor's Remaining Assets, (D) Approving Assumption and Assignment and/or Rejection Procedures, (E) Scheduling an Auction and Sale Hearing, and Approving Forms and Manner of Notice Thereof; (II) An Order (A) Approving the Sale of the Debtor's Assets Free and Clear of all Claims, Liens, and Encumbrances, and (B) Approving the Assumption and Assignment and/or Rejection of Certain Executory Contracts and Unexpired Leases; and (C) Granting Certain Related Relief* [Docket No. [●]] (the "**Bidding Procedures Motion**").

On [●], 2026, the Court entered an order [Docket No. [●]] (the "**Bidding Procedures Order**"),[2] which authorized and approved, among other things, (i) the Bidding Procedures for the sale of all or substantially all of the Debtor's Assets; (ii) the Debtor's entry into the Merope Stalking Horse APA for the sale of the Merope Assets and granting the Merope Bid Protections; (iii) the Debtor's entry into the Astellas Stalking Horse APA for the sale of the Astellas Assets and granting the Astellas Bid Protections; (iv) the Stalking Horse Designation Procedures pursuant to which the Debtor may designate any Additional Stalking Horse Bidder and provide Additional Bid Protections with respect to the Debtor's Remaining Assets; and (v) the Assumption and Assignment and/or Rejection Procedures.

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Bidding Procedures Motion or the Bidding Procedures Order, as applicable.

The Bidding Procedures set forth the process by which the Debtor is authorized and directed to solicit the highest or otherwise best Bid (as defined below) for the Debtor's Assets, culminating in an auction (the "**Auction**") solely if competing Qualified Bids (as defined below) are received. The sale of the Debtor's Assets will be implemented pursuant to the terms and conditions of the Bidding Procedures Order and, with respect to the Merope Assets, pursuant to the Merope Stalking Horse APA and with respect to the Astellas Assets, pursuant to the Astellas Stalking Horse APA, as each may be amended pursuant to the terms thereof, and subject to the Debtor's selection in its reasonable business judgment after consultation with the Consultation Parties,[3] of a higher or otherwise better bid as the Successful Bid (as defined below) in accordance with these Bidding Procedures.

Notice Parties

The following parties, together with any other party that has filed a notice of appearance in the Chapter 11 Case, are the notice parties for the purpose of these Bidding Procedures (collectively, the "**Notice Parties**"): (i) proposed counsel to the Debtor, Cooley LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Cullen D. Speckhart (cspeckhart@cooley.com), Lauren A. Reichardt (lreichardt@cooley.com), and Miriam Peguero Medrano (mpegueromedrano@cooley.com)) and 3 Embarcadero Center, 20th Floor, San Francisco, CA 94111 (Attn: Robert L. Eisenbach III (reisenbach@cooley.com)); (ii) proposed co-counsel to the Debtor, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801 (Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), Amanda R. Steele (steele@rlf.com), and Brendan J. Schlauch (schlauch@rlf.com)); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Linda Casey (linda.casey@usdoj.gov)); (iv) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com)); (v) counsel to the Merope Stalking Horse Bidder, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Jacob A. Adlerstein (jadlerstein@paulweiss.com) and Joshua A. Esses (jesses@paulweiss.com)) and Morris, Nichols, Arsht & Tunnell LLP, 120 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com) and Brenna A. Dolphin (bdolphin@morrisnichols.com)); (vi) counsel to the Astellas Stalking Horse Bidder, Covington & Burling LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Abigail V. O'Brient (aobrient@cov.com) and Julia Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com)); (vii) counsel to any Additional Stalking Horse Bidder; and (viii) counsel to any Committee.

[3] "**Consultation Parties**" means the DIP Lender and any statutory committee appointed in this case; provided, that to the extent that any Consultation Party, including any member of any statutory committee, submits a bid for any Assets in connection with these Bidding Procedures, or is a participant in any active or prospective Bid with respect to any Asset(s), such applicable Consultation Party shall immediately no longer be a Consultation Party unless and until such party unequivocally revokes its Bid and waives its right to continue in the bidding procedures.

Participation Requirements

To participate in the formal bidding process or otherwise be considered for any purpose hereunder, a person (other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) interested in submitting a bid (an "**Interested Party**") must deliver to the Debtor's investment banker, Raymond James & Associates, Inc. ("**Raymond James**") via email (Attn: Geoffrey Richards (geoffrey.richards@raymondjames.com) and Alexander V. Rohan (alexander.rohan@raymondjames.com)), the following documents (the "**Preliminary Bid Documents**"):

i. an executed confidentiality agreement on terms reasonably acceptable to the Debtor (each, a "**Confidentiality Agreement**");

ii. a statement and other factual support demonstrating to the Debtor's satisfaction in the exercise of its business judgment that the Interested Party has a bona fide interest in purchasing the Assets;

iii. a description of any and all connections that the Interested Party (including its affiliates and any related persons) may have to (a) the Debtor, (b) any current or former directors or officers of the Debtor, (c) the Debtor's non-Debtor affiliates, and (d) the Debtor's primary creditors as identified by the Debtor, if any; and

iv. preliminary written proof by the Interested Party of (x) its financial capacity to close a proposed transaction at the Purchase Price (as defined below), which may include current unaudited or verified financial statements of, or verified financial commitments obtained by, the Interested Party (or, if the Interested Party is an entity formed for the purpose of acquiring the Assets to be sold, the party that will bear liability for a breach), and (y) provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtor and assigned to such Potential Bidder (as defined below), pursuant to section 365 of the Bankruptcy Code, in connection with such Sale, the adequacy of which the Debtor will determine in its sole discretion.

Each Interested Party shall comply with all reasonable requests for information from the Debtor regarding the ability of such Interested Party to consummate its contemplated transaction.

Due Diligence

After the Debtor determines, in its reasonable discretion that an Interested Party has satisfied the Preliminary Bid Document Requirements (such Interested Party, a "**Potential Bidder**"), the Debtor will provide to each such Potential Bidder reasonable due diligence information and access to the Debtor's confidential electronic data room, which shall contain information concerning the Assets (the "**Data Room**"), and the Debtor, with the aid of its advisors, shall coordinate reasonable requests from Potential Bidders, the Merope Stalking Horse Bidder,

the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder(s) for additional information and due diligence access, *provided* that the Debtor may reasonably withhold or limit the access of any Potential Bidder (including its affiliates and any related persons), to the Data Room or other due diligence materials at any time and for any reason, including, without limitation if (a) any due diligence information is determined to be business sensitive, proprietary, or otherwise not appropriate for disclosure to a Potential Bidder by the Debtor, (b) the Potential Bidder does not become, or the Debtor determines the Potential Bidder is not likely to become, a Qualified Bidder (as defined below), (c) the Potential Bidder violates the terms of its Confidentiality Agreement, (d) the Debtor becomes aware that the information set forth in the Preliminary Bid Documents is inaccurate or misleading or of any other reason to doubt such Potential Bidder's ability to close its contemplated transaction, (e) the Potential Bidder (including its affiliates and any related persons) uses information obtained from the Data Room or the diligence process in connection with, or related to, any litigation or other legal action related to the Debtor, (f) such disclosure would jeopardize protections afforded the Debtor as identified by the Debtor under the attorney-client privilege or the attorney work product doctrine, or (g) the bidding process is terminated in accordance with its terms. Each Potential Bidder will comply with all reasonable requests for additional information and due diligence access by the Debtor or its advisors regarding such Potential Bidder and its contemplated transaction. The Potential Bidder shall return or destroy any non-public information the Debtor or its advisors provided to the Potential Bidder in accordance with the terms of the confidentiality agreement executed by the Debtor and the Potential Bidder.

The Debtor will try to accommodate all reasonable requests from Potential Bidders for additional information and due diligence access. All due diligence requests shall be directed to Raymond James to the individuals listed below:

Geoffrey Richards	geoffrey.richards@raymondjames.com
Alexander V. Rohan	alexander.rohan@raymondjames.com

Bid Requirements

To be eligible to participate in the Auction, each Potential Bidder (other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any additional Stalking Horse Bidder) must submit a proposal to purchase the Assets (a "**Bid**") to Raymond James via email (Attn: Geoffrey Richards (geoffrey.richards@raymondjames.com) and Alexander V. Rohan (alexander.rohan@raymondjames.com), so as to be **actually received** by **July 25, 2026 at 5:00 p.m. (ET)** (the "**Bid Deadline**"), or such other date as may be agreed to by the Debtor in accordance with the terms hereof. In order to constitute a Qualified Bid, a Bid (except the Merope Stalking Horse Bid and the Astellas Stalking Horse Bid) must satisfy each of the following requirements:

i. **Irrevocability of Bid.** The Bid must include a letter stating that the Potential Bidder's offer is irrevocable and binding until the closing of the Sale if such Potential Bidder is the Successful Bidder, and that the Potential Bidder agrees to serve as a Backup Bidder (as defined below) if such Potential Bidder's Bid is selected as the next highest or otherwise next best Bid after the Successful Bid (as defined below).

ii. **Identity of Bidder.** The Bid must fully disclose the identity of the party submitting the Bid (and any equity holders, limited partners, or other financial backer or guarantor), its full legal name, jurisdiction of incorporation or formation, and location in the Potential Bidder's corporate structure and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated Sale.

iii. **Assets and Liabilities.** The Bid must clearly identify the following: (a) the Assets to be purchased, including whether any of the Assets to be purchased are Assets subject to the Merope Stalking Horse APA, the Astellas Stalking Horse APA, or any Additional Stalking Horse APA, (b) the liabilities and obligations of the Debtor to be assumed, and (c) whether the Potential Bidder intends to operate the Debtor's business as a going concern.

iv. **Plan Sponsor Alternative.** Any Bid that contemplates a reorganization pursuant to a chapter 11 plan of reorganization (a "**Plan Sponsor Alternative**") shall include (a) the material terms of any financing to be provided in connection with such plan and (b) the proposed material terms of such plan of reorganization. A Plan Sponsor Alternative must be consistent with the Bidding Procedures Order and shall otherwise be acceptable to the Debtor in its reasonable business judgment following consultation with the Consultation Parties.

v. **Designation of Assigned Contracts and Leases.** The Bid must include a list which specifies in detail which of the Debtor's unexpired leases and executory contracts are to be assumed by the Debtor and assigned to the Potential Bidder in connection with the consummation of the proposed transaction.

vi. **Purchase Price.** The Bid must clearly set forth the cash and any other non-cash consideration (with the form of such consideration specified) (the "**Purchase Price**") to be paid, provided that the proposed Purchase Price shall satisfy the Minimum Bid requirements set forth below. The Debtor, in the exercise of its business judgment, may favor cash consideration over any other type of consideration offered.

i. **Minimum Bid.** With respect to a Bid for all or a portion of (a) the Merope Assets, the Bid must specify the Purchase Price, which must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (1) the aggregate consideration set forth in the Merope Stalking Horse APA, (2) the Merope Bid Protections, and (3) an initial minimum overbid increment of $250,000 (the "**Initial Overbid Amount**"); (b) the Astellas Assets, the Bid must specify the Purchase Price, which must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (1) the aggregate consideration set forth in the Astellas Stalking Horse APA, (2) the Astellas Bid Protections, and (3) the Initial Overbid Amount, which shall be with respect to the portion of the Purchase Price to be paid at closing; and (c) the Debtor's Assets

subject to an Additional Stalking Horse APA, the Bid must specify the Purchase Price, which must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (1) the aggregate consideration set forth in the Additional Stalking Horse APA, (2) the Additional Bid Protections, and (3) the Initial Overbid Amount.

vii. **Good Faith Deposit.** The Bid must be accompanied by a deposit (each, a "**Good Faith Deposit**") in the form of cash paid via wire transfer to be held in an escrow account to be identified and established by the Debtor, in an amount equal to 10% of the cash portion of the Purchase Price being bid (other than a Bid submitted by the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder). For the avoidance of doubt, to the extent the purchase price of a Bid is increased, at any time or from time to time, whether prior to commencement of, or during, the Auction (if any), the amount of the required Good Faith Deposit shall automatically increase accordingly (*i.e.*, to become equal to ten percent (10%) of any increased purchase price) and the corresponding Potential Bidder will promptly pay into escrow the amount of such increase within one (1) business day following such increase. Without limiting the foregoing, if a purchase price is increased in order to make a Bid into a Qualified Bid, the Debtor may condition participation of the applicable Potential Bidder at the Auction (if any) on such Potential Bidder paying the full amount of the Good Faith Deposit as increased into escrow prior to the commencement of such Auction.

viii. **Purchase Agreement.** The Bid must include an executed asset purchase agreement, together with all exhibits and schedules thereto, pursuant to which the Potential Bidder proposes to effectuate a proposed transaction at the Purchase Price (the "**Transaction Documents**"). With respect to any bid that includes any of the Assets subject to the Stalking Horse Agreements, such Transaction Documents must include a copy of the proposed asset purchase agreement marked against the applicable Stalking Horse Agreement.

ix. **Proof of Financial Ability to Perform.** The Bid must include written evidence that the Debtor reasonably concludes that the Potential Bidder has the necessary financial ability to timely close the proposed Sale in accordance with the Bidding Procedures. Such information must include (i) contact names, telephone numbers, and email addresses for verification of financing sources; (ii) evidence of the Potential Bidder's internal financing resources and, if applicable, proof of fully executed and effective financing commitments enforceable by the Debtor and with limited conditionality customary for transactions of the proposed Sale type from one or more reputable financing sources in an aggregate amount equal to the cash portion of such Bid (including, if applicable, the payment of Cure Amounts), in each case, as are required to timely close the Sale; (iii) any other financial disclosure or credit-quality support information or enhancement requested by the Debtor demonstrating that such Potential Bidder has the ability to timely close the proposed Sale in accordance with the Bidding Procedures.

x. **Adequate Assurance Information.** The Bid must include sufficient financial or other information to establish adequate assurance of future performance pursuant to section 365 of the Bankruptcy Code to the non-Debtor counterparties to any executory contracts and unexpired leases to be assumed by the Debtor and assigned to the Potential Bidder in connection with the proposed transaction.

xi. **Authorization.** The Bid must contain written evidence satisfactory to the Debtor in its reasonable discretion of authorization and approval from the Potential Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and consummation of such Bid and the transaction(s) contemplated therein and any Overbid(s) (as defined below), and related Transaction Documents.

xii. **Contingencies; No Financing or Diligence Outs.** A Bid shall not be conditioned on unperformed due diligence or obtaining financing or any internal approval, and, with respect to a Bid for any of the Merope Assets or Astellas Assets, such Bid shall not otherwise be subject to contingencies more burdensome to the Debtor than those in the Merope Stalking Horse APA and Astellas Stalking Horse APA, respectively.

xiii. **Disclaimer of Fees.** With the exception of the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, and any Additional Stalking Horse Bid, each Bid must disclaim any right to any break-up fee, termination fee, expense reimbursement or similar type of payment or form of compensation. For the avoidance of doubt, no Bidder (other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder) will be permitted to request, nor be granted by the Debtor, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Bid each such Bidder is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including any substantial contribution or other administrative expense claim under section 503(b) of the Bankruptcy Code.

xiv. **Time Frame for Closing.** Each Bid by a Potential Bidder must be reasonably likely to be consummated, if selected as the Successful Bid, within a time frame reasonably acceptable to the Debtor (in consultation with the Consultation Parties) and, in any event, by no later than August 29, 2026, unless such date is extended by the Debtor in the Debtor's sole discretion (provided that, such extension does not conflict with any provision of the Merope Stalking Horse APA, the Astellas Stalking Horse APA, or any Additional Stalking Horse APA). The Potential Bidder must commit to closing the proposed Sale contemplated by the Bid as soon as practicable and provide perspective on any potential regulatory issues that may arise in connection with such Potential Bidder's acquisition of the Assets, as applicable, including (a) a description of all governmental, licensing, regulatory or other filings, approvals or consents that are required to be made or obtained to close the proposed transaction, together with evidence of the ability to make or

obtain such filings, consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the making, obtainment or effectiveness of any such filings, consents or approvals and (b) an estimated timeframe for making and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents.

xv. **Adherence to Bid Procedures.** Each Bid must include (a) a statement that the Potential Bidder has acted in good faith consistent with section 363(m) of the Bankruptcy Code and (b) a statement that the Potential Bidder agrees to be bound by, and has complied with, the Bidding Procedures.

xvi. **Joint Bids.** The Debtor is authorized to approve joint Bids, in the exercise of its business judgment, on a case-by-case basis; *provided* that the foregoing is subject to the restrictions on communications among Potential Bidders as set forth herein, and that the Debtor authorizes any joint Bids in writing (email being sufficient).

xvii. **No Collusion.** The Potential Bidder must acknowledge in writing that (a) in connection with submitting its Bid, it has not engaged in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids or the Sale, specifying that it did not agree with any Potential Bidders or Qualified Bidders to control price and (b) it agrees not to engage in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids, the Auction, or the Sale.

xviii. **Other Information.** The Bid contains such other information as may be reasonably requested by the Debtor.

Designation as Qualified Bidder

A qualified bidder ("**Qualified Bidder**") is a Potential Bidder that, in the Debtor's reasonable determination, following consultation with the Consultation Parties, (i) has timely submitted a Bid that satisfies each of the requirements listed above in the section entitled "**Bid Requirements**" and (ii) is able to consummate the proposed transaction within the required timeframe if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "**Qualified Bid**"); *provided* that the Debtor reserves the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid. The Debtor will determine in its reasonable discretion, in consultation with the Consultation Parties, whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination, in no event later than one (1) business day prior to the Auction. For the avoidance of doubt, (i) the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder is each a Qualified Bidder, (ii) the Merope Stalking Horse APA, the Astellas Stalking Horse APA, and any Additional Stalking Horse APA is each a Qualified Bid, and (iii) the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder is each authorized to submit any Overbids during the Auction, in each instance without further qualification required of the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder.

A Qualified Bidder shall not (without the consent of the Debtor), modify, amend, or withdraw its Qualified Bid, unless for the purposes of increasing the purchase price or otherwise improving the terms of the Qualified Bid, as determined by the Debtor in its business judgment, or, in the case of the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder, pursuant to the terms of the applicable Stalking Horse APA.

Stalking Horse Designation

The Stalking Horse Designation Procedures set forth in paragraph 16 of the Bidding Procedures Order apply to the designation of any Additional Stalking Horse APA(s), Additional Stalking Horse Bidder(s), and related Bid Protections. Any Additional Stalking Horse APA executed by the Debtor and the transactions contemplated thereby will be deemed a Qualified Bid for all purposes, and any Additional Stalking Horse Bidder party to any Additional Stalking Horse APA executed by the Debtor will be deemed to be a Qualified Bidder.

Other than as provided by order of this Court, no party submitting a Bid (other than the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder or any Additional Stalking Horse Bidder) will be entitled to a break-up fee or expense reimbursement except as otherwise defined herein. Any substantial contribution claim by any bidder is deemed waived.

"As Is, Where Is"

Any sale or transfer of the Assets will be on an "**as is, where is**" basis and without representations or warranties of any kind by the Debtor, its agents or the Debtor's chapter 11 estate, except and solely to the extent expressly set forth in a final purchase agreement approved by the Court as the Successful Bid for the applicable Assets. Each Qualified Bidder will be required to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the Debtor's Assets that are the subject of the Auction prior to making its Bid and that it has relied solely upon its own independent review and investigation in making its Bid. Except as otherwise provided in a final purchase agreement approved by the Court as the Successful Bid, all of the Debtor's right, title and interest in the Assets will be sold or transferred free and clear of all Liens (other than any Permitted Liens), with any Liens (other than any Permitted Liens) to attach to the proceeds of the sale of the Assets as provided in the proposed form of sale order attached to the Sale Motion.

Auction

Baseline Bid. As soon as practicable after the Debtor has determined the Baseline Bids (as defined below), and in any event no later than one (1) Business Day prior to the commencement of the Auction, the Debtor will (i) notify all Qualified Bidders and Consultation Parties in writing of the highest or otherwise best Qualified Bid, as determined by the Debtor in its reasonable business judgment, following consultation with the Consultation Parties (the "**Baseline Bids**") with respect to each of (A) the Merope Assets, (B) the Astellas Assets, and (C) any Remaining Assets, and (ii) provide all Qualified Bidders with complete copies of all Transaction Documents supporting each Baseline Bid, subject to exclusion of any confidential

financial information as determined by the Debtor in its reasonable discretion or which has been so designated by the applicable Qualified Bidder. The Debtor's determination of which Qualified Bid constitutes the applicable Baseline Bid shall take into account any factors relevant to the value of the Qualified Bid to the Debtor's estate, including, among other things: (a) the number, type, and nature of any changes to the Merope Stalking Horse APA or Astellas Stalking Horse APA, as applicable, requested by the Qualified Bidder; (b) the amount and nature of the total consideration; (c) the likelihood of the bidder's ability to close the proposed sale transaction(s), and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtor's estate from the transactions contemplated by the Bid; (e) the projected percentage recovery to general unsecured creditors pursuant to such Qualified Bid and the certainty of such recovery; (f) whether all administrative, priority and secured claims will be paid in full under such Qualified Bid and; (g) the net benefit to the Debtor's estate (collectively, the "**Bid Assessment Criteria**"). All Qualified Bidders shall attend the Auction in-person, unless the Debtor, in its sole discretion, permits virtual participation by the Qualified Bidder. In the event a Qualified Bidder elects not to attend the Auction, such Qualified Bidder's Qualified Bid shall nevertheless remain fully enforceable against such Qualified Bidder.

If no Qualified Bids (other than the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, or any Additional Stalking Horse Bid for the Remaining Assets) are received by the Bid Deadline, the Auction shall be canceled, and the Debtor will file with the Court, serve on the Notice Parties (other than the Debtor), and cause to be published on the Debtor's claims and noticing agent's website, a notice containing the following information, as applicable: (i) a statement that the Auction for the Merope Assets, the Astellas Assets, or the Remaining Assets, as applicable, has been canceled; (ii) a statement that the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder is deemed the Successful Bidder and the Merope Stalking Horse APA, Astellas Stalking Horse APA or any Additional Stalking Horse Bid is the Successful Bid; and (iii) the date, time, and location of the Sale Hearing; *provided* that if no Qualified Bids are received (other than the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, or any Additional Stalking Horse Bid for the Remaining Assets), such Qualified Bidder may elect to pivot to a Plan Sponsor Alternative so long as in the Debtor's reasonable judgment such Plan Sponsor Alternative satisfies the requirements of section 1129 of the Bankruptcy Code.

Auction Date and Location. The Auction will commence on or before August 4, 2026, starting at 10:00 a.m. ET at the offices of Raymond James, 320 Park Avenue, Floor 12, New York, NY 10022 or on such other date and/or at such other location as determined by the Debtor. On at least three (3) Business Days' notice to the Sale Notice Parties and all Qualified Bidders, the Debtor (in a manner not inconsistent with any Stalking Horse APA) may determine that the Auction will be held virtually.

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction. The authorized representatives of each of the Qualified Bidders (including the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) and the Debtor will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtor who have not submitted Bids may attend the Auction as observers, provided that they send an email to the

undersigned counsel indicating that they intend to attend the Auction no less than one (1) Business Day prior to the Auction, provided further that the Debtor's right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

Auction Procedures. The Debtor and its professionals will direct and preside over the Auction. The Debtor may, in the exercise of its business judgment, hold one or more separate Auctions for different segments of the Debtor's Assets. The Auction Procedures as set forth herein shall apply to any such Auction. At the start of the Auction, the Debtor will describe the terms of the applicable Baseline Bid(d). All Bids made thereafter must be Overbids (as defined below) and will be made and received on an open basis, and all material terms of each Bid will be fully disclosed to all other Qualified Bidders. The Debtor will maintain a transcript of all Bids made and announced at the Auction, including the Baseline Bid(s), all Overbids, the Successful Bid(s) and the Backup Bid(s). Each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the sale of the Assets. The Debtor, in its reasonable discretion, reserves the right to conduct the Auction in a manner designed to maximize value based upon the nature and extent of the Qualified Bids received; provided that, the Debtor may, in its sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

During the Auction, bidding will begin initially with the Baseline Bid and subsequently continue in minimum increments of at least $100,000 (each, an "**Overbid**"). The Debtor will announce at the Auction the material terms of each Overbid, value each Overbid in accordance with these Bidding Procedures and provide each Qualified Bidder with an opportunity to make a subsequent Overbid. Additional consideration in excess of the amount set forth in the Baseline Bid may include cash and/or other non-cash consideration acceptable to the Debtor in accordance with these Bidding Procedures. The Debtor shall assess the value of such non-cash consideration in accordance with the Bid Assessment Criteria. During the Auction, the Debtor may, in its reasonable discretion, announce increases or reductions to minimum increments for Overbids at any time. To the extent that an Overbid has been accepted entirely or in part because of the addition, deletion, or modification of a provision or provisions, including the addition or removal of Astellas Assets or Assumed Contracts, in the applicable Transaction Documents or the Merope Stalking Horse APA, Astellas Stalking Horse APA, or any Additional Stalking Horse APA, the Debtor will provide notice to each participant of the value ascribed by the Debtor to any such added, deleted, or modified provision or provisions, or added or removed Assets or Assumed Contracts, with such value being determined by the Debtor in its reasonable discretion following consultation with the Consultation Parties. After each round of bidding, the Debtor, after Consultation with the Consultation Parties, shall announce the bid (and the value of such bid) that it believes to be the highest or otherwise best bid (each, the "**Leading Bid**").

Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) the Debtor accepts a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Backup Bid (as defined below). To the extent not previously provided (which will be determined by the Debtor), a Qualified Bidder (other than the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder) submitting an Overbid must submit at the

Debtor's request, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtor) demonstrating such Qualified Bidder's ability to close the transaction at the purchase price contemplated by such Overbid.

A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Bid, following the Debtor's announcement of the Leading Bid from the previous round, which must include the Overbid.

Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction, in each round of bidding, (i) each Qualified Bidder must submit a Bid in such round of bidding that is a better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding; and (ii) to the extent a Qualified Bidder fails to bid in such round of bidding or to submit a Bid in such round of bidding that is a better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtor in its reasonable business judgment (after consultation with the Consultation Parties), such Qualified Bidder shall be disqualified from continuing to participate in the Auction for such Assets.

The Debtor shall not consider any Overbids submitted after the Debtor announces on the record that the Auction is concluded (the "**Conclusion**"), and any and all such Overbids shall be deemed untimely and shall under no circumstances constitute a Qualified Bid.

The Debtor may, in its business judgment (in consultation with the Consultation Parties) reject, at any time before entry of an order of the Court approving a Qualified Bid, any Bid (other than the Merope Stalking Horse Bid or the Astellas Stalking Horse Bid) that the Debtor determines is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, or (iii) contrary to the best interests of the Debtor, its estate, and its stakeholders.

The Debtor may announce at the Auction modified or additional procedures for conducting the Auction, or otherwise modify the Bidding Procedures, in each case in consultation with its advisors and the Consultation Parties, in each case without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA, provided, however, that any such modifications that affect the terms and conditions set forth in the Merope Stalking Horse APA or the Astellas Stalking Horse APA, or that affect the Merope Assets or the Astellas Assets, shall require the consent of the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder, as applicable, which consent shall not be unreasonably withheld. All such modifications and additional rules will be communicated in advance to the Consultation Parties and Qualified Bidders, including the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder; *provided*, that, to the extent such modifications occur at the Auction, disclosure of such modifications shall be limited to those in attendance at the Auction.

Selection of Successful Bid

At the Conclusion of the Auction, the Debtor shall (i) determine (after consultation with the Consultation Parties) consistent with the Bidding Procedures, the Bid Assessment Criteria and in the exercise of its business judgment, which Bid constitutes the highest or otherwise best Bid(s) for the Assets (each such bid, a "**Successful Bid**"), and (ii) notify all Qualified Bidders at the Auction of the identity of the Qualified Bidder(s) that submitted the Successful Bid(s). The Qualified Bidder(s) that submits the Successful Bid(s) will be deemed the "**Successful Bidder**," and the purchase agreement(s) with respect to each such Successful Bid will be deemed the "**Successful Bidder Purchase Agreement**."

Within 24 hours after the conclusion of the Auction, the Debtor shall file a notice identifying the Successful Bidder(s) and Backup Bidder(s) (if selected) (the "**Notice of Successful Bidder**") and serve the Notice of Successful Bidder on the Sale Notice Parties (as defined in the Bidding Procedures Order). The Notice of Successful Bidder will (i) identify each Successful Bidder and Backup Bidder; (ii) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such bids, including any assumption and assignment and/or rejection of Contracts contemplated thereby, or provide instructions for accessing each Successful Bid and Backup Bid free of charge on the website of the Debtor's claims and noticing agent, Verita Global; and (iii) set forth the date, time, and location of the Sale Hearing.

Selection of Backup Bid

Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid as compared to the Successful Bid at the Auction for any of the Assets as determined by the Debtor in the exercise of its business judgment (in consultation with the Consultation Parties) (the "**Backup Bid**"), shall be required to serve as a backup bidder (the "**Backup Bidder**"), and such Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated (subject, in the case of the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder, to the terms of the applicable Stalking Horse APA). Notwithstanding anything to the contrary herein, the Merope Stalking Horse Bidder shall not be required to serve as the Backup Bidder.

The identity of the Backup Bidder(s) and the amount and material terms of the Qualified Bid(s) of the Backup Bidder(s) shall be announced by the Debtor at the Conclusion of the Auction, if any, at the same time the Debtor announces the identity of the Successful Bidder(s).

The Backup Bid(s) shall remain binding on the Backup Bidder until the closing of a Sale for the applicable Assets pursuant to the Successful Bid; provided, however, if the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder is the Backup Bidder, such Backup Bid(s) shall remain binding solely to the extent provided in the applicable Stalking Horse APA. If a Successful Bidder fails to consummate the approved transactions contemplated by its Successful Bid, the Debtor may select the Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes.

The Debtor's presentation of a particular Qualified Bid to the Court for approval does not constitute the Debtor's acceptance of such Qualified Bid. The Debtor will be deemed to have accepted a Bid only when the Bid has been approved by the Court at the Sale Hearing; *provided*, that if the Debtor pursues a Plan Sponsor Alternative, the Debtor will provide notice of a confirmation hearing for the applicable chapter 11 plan and the Debtor will be deemed to have accepted such Plan Sponsor Alternative only when the applicable chapter 11 plan has been approved by the Court at a confirmation hearing. The Debtor shall seek approval by the Court to consummate the Backup Bid, solely in the event the Successful Bidder fails to close the transaction as provided in the Successful Bid and with all rights reserved against the Successful Bidder (subject, in the case of the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder, to the terms of the applicable Stalking Horse APA). The Successful Bidder and Backup Bidder (except for the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder), following the Conclusion of the Auction, must increase their Good Faith Deposits so that they equal 10% of the cash portion of such Successful Bid or Backup Bid, as applicable.

Implementation of the Sale

The hearing to authorize the sale of the Assets to the Successful Bidder pursuant to the Successful Bid (the "**Sale Hearing**") will be held before the Court on August [11], 2026 at [●]:[●] a/p.m. (ET). The Sale Hearing may be adjourned or rescheduled by the Debtor to a time and date consistent with the Court's calendar, as set forth in a notice filed on the docket of the Case, a notice of agenda or stated orally on the record at a hearing before the Court, subject to the terms of any applicable Stalking Horse APA.

At the Sale Hearing certain findings will be sought from the Court regarding the Auction, including, among other things, that: (i) the Auction was conducted, and each Successful Bidder was selected, in accordance with the Bidding Procedures; (ii) the Auction was fair in substance and procedure; (iii) each Successful Bid was a Qualified Bid as defined in the Bidding Procedures; and (iv) consummation of any Sale as contemplated by each Successful Bid will provide the highest or otherwise best offer for the applicable Assets and is in the best interests of the Debtor and its estates. Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Debtor, and the Debtor will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process. Upon the Court's approval of the Successful Bid, the Successful Bid will be deemed accepted by the Debtor, and the Debtor will be bound to the terms of that Successful Bid with no further opportunity for an auction or other process.

If the Successful Bidder or the Backup Bidder (if the Successful Bidder fails to consummate the proposed transaction) fails to enter into an asset purchase agreement as promptly as practicable or consummate the proposed transaction consistent with the Successful Bid or Backup Bid (if applicable), because of a breach or failure to perform on the part of the Successful Bidder or Backup Bidder (if applicable), the Debtor reserves the right to seek all available damages from the defaulting Successful Bidder or Backup Bidder (if applicable), including specific performance and retention of the Good Faith Deposit, as provided in such defaulting bidder's asset purchase agreement.

Consultation by the Debtor

Throughout the Sale Process, the Debtor and its advisors will consult in good faith with the Consultation Parties as provided in these Bidding Procedures, or as is otherwise necessary or appropriate, as determined in the Debtor's business judgment.

Consent to Jurisdiction as Condition to Bidding

Subject to the terms of each Qualified Bidder's asset purchase agreement, all Potential Bidders and Qualified Bidders (including the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, Successful Bidder, and Backup Bidder) shall be deemed to have (i) agreed that all proceedings in the Court related to these Bidding Procedures, the Auction, any other relief requested in the Motion or granted pursuant to the Bidding Procedures Order, or the construction or enforcement of Transaction Documents are core proceedings as described in 28 U.S.C. § 157; (ii) waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any Transaction Documents directly relating to the sale transaction; and (iii) consented to the entry of a final order or judgment by the Court in connection with any disputes relating to these Bidding Procedures, the Auction, or the construction or enforcement of any agreement or any other document relating directly to the sale transaction, if it is determined that the Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the relevant parties.

Return of Good Faith Deposit

All Good Faith Deposits will be held by the Debtor in a non-interest-bearing escrow or trust account. Good Faith Deposits of Qualified Bidders, other than the Successful Bidder and the Backup Bidder, if any, will be returned to the unsuccessful bidders within seven (7) days after selection of the Successful Bidder and Backup Bidder, if any, in accordance with these Bidding Procedures. The Successful Bidder's Good Faith Deposit will be applied to the Purchase Price of the Successful Bid at closing, and the Debtor will be entitled to retain such Good Faith Deposit as part of its damages if the Successful Bidder fails to meet its obligations to close the transaction contemplated by the Successful Bid. The Good Faith Deposit of the Backup Bidder, if any, will be returned to the Backup Bidder within seven (7) days after the consummation of the sale with the Successful Bidder.

Reservation of Rights

The Debtor reserves the right to, in its business judgment (in consultation with the Consultation Parties), modify the Bidding Procedures in good faith, including, without limitation, any deadlines or milestones thereunder,[4] to further the goal of attaining the highest or otherwise best offer for the Assets, or impose, at or prior to selection of the Successful Bidder(s),

[4] Any modifications to the milestones or dates set forth in these Bidding Procedures are without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA, and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA.

additional customary terms and conditions on any Sale of the Assets, including, without limitation, extending the deadlines set forth herein, adjourning the Auction (if held) without further notice, adding or modifying procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction and/or adjourning the Sale Hearing, and cancelling the Auction or electing not to hold an Auction, in each case without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA, provided, however, that any such modifications that affect the terms and conditions set forth in the Merope Stalking Horse APA or the Astellas Stalking Horse APA, or that affect the Merope Assets or the Astellas Assets, shall require the consent of the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder, as applicable, which consent shall not be unreasonably withheld. The Debtor shall provide reasonable notice of any such modification to any Qualified Bidder, including the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder.

Notwithstanding anything to the contrary herein, nothing in these Bidding Procedures shall limit or restrict the ability of the Debtor or its Board of Directors (or equivalent governing body) to take any action, or to refrain from taking any action, that the Debtor or its Board of Directors determines in good faith, after consultation with its advisors, is required in order for the Debtor or its directors to comply with their fiduciary duties under applicable law and the Bankruptcy Code.

EXHIBIT 2

Contract Assumption/Rejection Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (___)
Debtor.[1]	)	
	)	**Re: Docket Nos. __ & __**

NOTICE OF CURE AMOUNTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT AND/OR REJECTION OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL ASSETS

PLEASE TAKE NOTICE OF THE FOLLOWING:

On the Petition Date, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**"), filed with the United States Bankruptcy Court for the District of Delaware (the "**Court**") a motion [Docket No. [●]] (the "**Motion**") seeking entry of (a) an order (the "**Bidding Procedures Order**") (i) approving bidding procedures (the "**Bidding Procedures**")[2] to be used in connection with one or more sales (each, a "**Sale**") of substantially all of the Debtor's assets (the "**Assets**"); (ii) authorizing the Debtor to enter into and perform under the Merope Stalking Horse APA (substantially in the form attached to the Motion as Exhibit B-1), by and among the Debtor, Merope Acquisition Sub, LLC (the "**Merope Stalking Horse Bidder**"), and Eli Lilly and Company; (iii) authorizing the Debtor to enter into and perform under the Astellas Stalking Horse APA (substantially in the form attached to the Motion as Exhibit C-1), by and between the Debtor and Astellas Gene Therapies, Inc. (the "**Astellas Stalking Horse Bidder**"); (iv) approving the Merope Bid Protections granted to the Merope Stalking Horse Bidder and the Astellas Bid Protections granted to the Astellas Stalking Horse Bidder; (v) authorizing the Debtor to designate one or more additional stalking horse bidders (each, an "**Additional Stalking Horse Bidder**" and, together with the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder, the "**Stalking Horse Bidders**") for the Remaining Assets; (vi) approving procedures (the "**Assumption and Assignment and/or Rejection**

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.

Procedures") for the assumption and assignment or rejection of executory contracts and unexpired leases (collectively, the "**Contracts**") and the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtor's calculation of the amount necessary to cure any defaults under an applicable Contract and certain other information regarding the potential assumption and assignment of Contracts in connection with the Sale; (vii) scheduling (A) an auction of the Assets (the "**Auction**") on **August 4, 2026 at 10:00 a.m. (Eastern Time)** and (B) a final hearing to consider approval of the Sale(s) (the "**Sale Hearing**") on **August [11], 2026, at __:00 _.m. (Eastern Time)**; (viii) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; and (ix) granting related relief; and (b) one or more orders (each, a "**Sale Order**") (i) authorizing one or more Sales of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtor and any Successful Bidder(s), with liens to attach to the proceeds of the applicable Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with approved Sales; and (iii) granting related relief.

On [●], 2026, the Court entered the Bidding Procedures Order [Docket No. [●]].

You are receiving this Notice because you may be a counterparty to a Contract of the Debtor that may be assumed and assigned to a Successful Bidder(s), or rejected by the Debtor in connection with the Debtor's Sale to a Successful Bidder. Your contract may be listed as a Contract that may be assumed and assigned to the Successful Bidder and/or a Contract that may have been designated for rejection by the Successful Bidder, and in such case, such Contract designated for rejection may be re-designated for assumption and assignment by the Successful Bidder or may be assumed and assigned in connection with any other Sale.

CURE AMOUNTS

In accordance with the Assumption and Assignment and/or Rejection Procedures and the Bidding Procedures Order, the Debtor may, in connection with the Sale with the Successful Bidder(s) at the Auction, seek to assume and assign to the Successful Bidder(s) certain of its Contracts. Each of the Contracts that potentially could be assumed and assigned in connection with the Sale(s), together with the Debtor's calculation of Cure Amounts with respect to such Contracts, is set forth on **Schedule 1** hereto. The inclusion of any Contract on **Schedule 1** does not constitute an admission by the Debtor, the Stalking Horse Bidders, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code or require or guarantee that such Contract ultimately will be assumed or assigned. All rights of the Debtor with respect thereto are reserved.

In addition, to the extent that any of the Cure Amounts set forth on **Schedule 1** do not reflect (i) postpetition payments that have been made by the Debtor with respect to applicable Cure Amounts or (ii) any payments that are made by the Debtor with respect to such Cure Amounts after the filing of this Notice, the respective amounts required to be paid to cure any existing defaults under the applicable Contracts shall be reduced by any such corresponding postpetition

payments, and the Debtor reserves its rights to update the Cure Amounts set forth on **Schedule 1** accordingly, either by filing a supplemental notice with the Court or by written notice to the applicable counterparty.

CURE OBJECTIONS

A. Cure Objection Deadline

Any counterparty that wishes to object to the Debtor's proposed Cure Amounts (each such objection, a "**Cure Objection**") must file with the Court by no later than **[●], 2026, at 4:00 p.m. (Eastern Time**) and serve on the Notice Parties (as defined in paragraph 8 of the Bidding Procedures Order) its Cure Objection, which must be in writing and state, with specificity, the legal and factual bases thereof, the amount the counterparty believes to be the correct Cure Amount, and include any appropriate documentation in support thereof.

B. Resolution of Cure Objections

Pursuant to the Bidding Procedures Order, the Debtor, any Stalking Horse Bidder, or Successful Bidder (if applicable) and the objecting counterparty must first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Amounts and Cure Objection at a hearing scheduled pursuant to the following paragraph. If a Cure Objection is resolved in a manner that is not in the best interest of the Debtor and its estate, whether or not such resolution occurs prior to or after the closing of the applicable Sale, the Debtor may determine, to the extent permitted under the applicable purchase agreement, that any Contract subject to such resolved Cure Objection no longer will be assumed and assigned; provided, that, in the case of an unexpired lease of non-residential real property, such determination shall be prior to the expiration of the applicable deadline to assume or reject unexpired leases under section 365(d)(4) of the Bankruptcy Code. All other objections to the Debtor's proposed assumption and assignment of the Debtor's rights, title, and interest in, to, and under a Contract shall be heard at the Sale Hearing.

C. Assignment in the Event of a Cure Dispute

In the event that the Debtor and the Counterparty cannot resolve any Cure Objection, the Contract may be assumed by the Debtor and assigned to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any additional Stalking Horse Bidder(s), or the Successful Bidder(s), as applicable; *provided*, that the Debtor shall segregate from the proceeds received by the Debtor at the closing of the Sale the Cure Amount that the counterparty asserts is required to be paid, pending a resolution of the dispute by the Court or mutual agreement by the parties.

D. Adjourned Cure Objections

If a timely filed Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing, or, at the option of the Debtor, in consultation with

the Consultation Parties (as defined in the Bidding Procedures) and the applicable Successful Bidder, be adjourned to a subsequent hearing (each such Cure Objection, an "**Adjourned Cure Objection**"). Upon resolution of an Adjourned Cure Objection and the payment of the applicable cure amount, if any, the applicable Contract that was the subject of such Adjourned Cure Objection shall, at the election of the applicable Successful Bidder, and subject to the Debtor's rights set forth in the Bidding Procedures and the Bidding Procedures Order, be deemed assumed and assigned to the applicable Successful Bidder as of the closing date of the applicable Sale.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE NOTICE PARTIES A TIMELY CURE OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT. THE CURE AMOUNTS SET FORTH ON SCHEDULE 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE CONTRACT AND SATISFY THE REQUIREMENTS OF SECTION 365(b) OF THE BANKRUPTCY CODE, AND THE COUNTERPARTY TO THE CONTRACT SHALL BE DEEMED BOUND BY AND TO HAVE CONSENTED TO THE CURE AMOUNTS.

NOTICE OF AUCTION RESULTS

The Auction, if required, will be conducted on **August 4, 2026 at 10:00 a.m. (Eastern Time)**, either (i) at the office of Raymond James & Associates, Inc., 320 Park Avenue, Floor 12, New York, NY, 10022 or (ii) virtually or at such other date, time, or location as designated by the Debtor. If the Debtor conducts the Auction virtually, the Debtor will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtor will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change on the website maintained by Kurtzman Carson Consultants, LLC dba Verita Global, the Debtor's claims and noticing agent in this Chapter 11 Case, located at www.veritaglobal.net/Sangamo (the "**Verita Website**").

Within twenty-four (24) hours after the conclusion of the Auction, the Debtor will file with the Court, serve on the Sale Notice Parties and cause to be published on the Verita Website, a notice of the results of the Auction, which will, among other things, (i) identify the Successful Bidder(s) and Backup Bidder(s); (ii) either include a copy of each Successful Bid and each Backup Bid or a summary of the material terms of such Bids, including any assumption and assignment and/or rejection of Contracts contemplated thereby, or provide instructions for accessing each Successful Bid and each Backup Bid free of charge from the Verita Website; and (iii) set forth the date, time, and location of the Sale Hearing and any other relevant dates or other information necessary to reasonably apprise the Sale Notice Parties of the outcome of the Auction.

ADEQUATE ASSURANCE OBJECTIONS

A. Adequate Assurance Objection Deadline

Any counterparty to a Contract that wishes to object to the proposed assumption and assignment of a Contract, the subject of which objection is the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder's proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "**Adequate Assurance Objection**"), must file with the Court and serve on the Notice Parties an Adequate Assurance Objection, which must state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, by **[●], 2026, at 4:00 p.m. (Eastern Time**).

Any counterparty to a Contract that wishes to file an Adequate Assurance Objection with respect to: (i) the proposed assumption and assignment of a Contract to any Additional Stalking Horse Bidder must file such objection by the deadline set forth in the applicable notice designating the bidder as an Additional Stalking Horse Bidder; and (ii) the proposed assumption and assignment of a Contract to a Successful Bidder that is not a Stalking Horse Bidder must file such objection by the date that is two business days after service of the applicable Notice of Successful Bidder.

B. Resolution of Adequate Assurance Objections

Pursuant to the Bidding Procedures Order, the Debtor, the applicable Successful Bidder, and the objecting counterparty must first confer in good faith to attempt to resolve the Adequate Assurance Objection without Court intervention. If the parties are unable to consensually resolve the Adequate Assurance Objection prior to the commencement of the Sale Hearing, the Adequate Assurance Objection and all issues of adequate assurance of future performance of the applicable Successful Bidder (or any other relevant assignee) shall be determined by the Court at the Sale Hearing.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE NOTICE PARTIES A TIMELY ADEQUATE ASSURANCE OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION TO THE ASSUMPTION AND/OR ASSIGNMENT OF THE APPLICABLE CONTRACT WITH REGARD TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE. THE APPLICABLE SUCCESSFUL BIDDER SHALL BE DEEMED TO HAVE PROVIDED ADEQUATE ASSURANCE OF FUTURE PERFORMANCE WITH RESPECT TO THE CONTRACT IN ACCORDANCE WITH BANKRUPTCY CODE SECTIONS 365(b)(1)(C), 365(f)(2)(B) AND, IF APPLICABLE, 365(b)(3), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR ANY OTHER DOCUMENT.

PROPOSED REJECTED CONTRACTS

Pursuant to section 365 of the Bankruptcy Code, in connection with the Merope Stalking Horse Bid and the Astellas Stalking Horse Bid, the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder have designated the Contracts listed on **Schedule 2** hereto for rejection. The inclusion of any Contract on **Schedule 2** does not constitute an admission by the Debtor, any Stalking Horse Bidder, any Successful Bidder, or any other party that such Contract is an executory

contract or an unexpired lease within the meaning of the Bankruptcy Code and does not require or guarantee that such Contract ultimately will be rejected. All rights of the Debtor with respect thereto are reserved.

Any counterparty that wishes to object to the Debtor's proposed rejection of its executory contract or unexpired lease listed on **Schedule 2** (each such objection, a "**Rejection Objection**") must file with the Court by no later than **[●], 2026, at 4:00 p.m. (Eastern Time**) and serve on the Notice Parties its Rejection Objection, which must be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE NOTICE PARTIES A TIMELY REJECTION OBJECTION, THE COUNTERPARTY FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION TO THE REJECTION OF THE APPLICABLE CONTRACT AND THE APPLICABLE CONTRACT MAY BE REJECTED UNDER SECTION 365 OF THE BANKRUPTCY CODE PURSUANT TO THE APPLICABLE SALE ORDER, AND THE COUNTERPARTY TO THE CONTRACT SHALL BE DEEMED BOUND BY AND TO HAVE CONSENTED TO THE REJECTION.

SALE HEARING

The Sale Hearing shall take place on **August [11], 2026, at __:00 _.m. (Eastern Time)** before The Honorable [●], United States Bankruptcy Judge, in the United States Bankruptcy Court for the District of Delaware, located at 824 N. Market Street, Wilmington, Delaware 19801.

ADDITIONAL INFORMATION

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the Verita Website.

[Remainder of Page Intentionally Left Blank]

Dated: June __, 2026
Wilmington, Delaware

/s/ DRAFT

Daniel J. DeFranceschi (No. 2732)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Emails: defranceschi@rlf.com
steele@rlf.com
schlauch@rlf.com
and

Cullen D. Speckhart
Lauren A. Reichardt
Miriam Peguero Medrano
COOLEY LLP
55 Hudson Yards
New York, NY 10001-2157
Telephone: (212) 479-6000
Emails: cspeckhart@cooley.com
lreichardt@cooley.com
mpegueromedrano@cooley.com
and

Robert L. Eisenbach III
COOLEY LLP
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
Telephone: (415) 693-2000
Email: reisenbach@cooley.com

Proposed Counsel for the Debtor and Debtor in Possession

Schedule 1

Schedule 2

EXHIBIT 3

Sale Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (___)
Debtor.[1]	)	**Re: Docket Nos. __ & __**

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

On the Petition Date, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**"), filed with the United States Bankruptcy Court for the District of Delaware (the "**Court**") a motion [Docket No. [●]] (the "**Motion**") seeking entry of (a) an order (the "**Bidding Procedures Order**") (i) approving bidding procedures (the "**Bidding Procedures**")[2] to be used in connection with one or more sales (each, a "**Sale**") of substantially all of the Debtor's assets (the "**Assets**"); (ii) approving the Merope Bid Protections for the Merope Stalking Horse Bidder and the Astellas Bid Protections for the Astellas Stalking Horse Bidder; (iii) approving the Stalking Horse Designation Procedures with respect to the designation of one or more Additional Stalking Horse Bidders for the Remaining Assets for such Stalking Horse Bidders; (iv) scheduling (a) an auction of the Assets (the "**Auction**") on **August 4, 2026 at 10:00 a.m. (Eastern Time)** and (b) a final hearing to consider approval of the proposed Sale (s) (the "**Sale Hearing**") on **August [11], 2026, at :00 _.m.** (v) approving the form and manner of notice of the Bidding Procedures, the Auction, and the Sale Hearing; (vi) approving the Assumption and Assignment and/or Rejection Procedures for the assumption and assignment and/or rejection of executory contracts and unexpired leases (collectively, the "**Contracts**") in connection with any Sale (s); (vii) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtor's calculation of the amount necessary to cure any defaults under an applicable Contract and certain other information regarding the potential assumption and assignment of Contracts in connection with the applicable Sale(s); and (viii) granting related relief; and (b) one or more orders (each, a "**Sale Order**") (i) authorizing one or more Sales of the Assets free and clear of all liens, claims, interests

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

[2] Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable. Any summary of the Bidding Procedures or the Bidding Procedures Order (or any provision thereof) contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any inconsistency between any summary in this Sale Notice and the terms and conditions of either of the Bidding Procedures or the Bidding Procedures Order, the actual terms and conditions in those documents shall control.

and encumbrances, except certain permitted encumbrances as determined by the Debtor and any Successful Bidder(s) (as defined in page 12 of the Bidding Procedures), with liens to attach to the proceeds of the applicable Sale; (ii) authorizing the assumption and assignment and/or rejection of certain Contracts in connection with approved Sales; and (iii) granting related relief.

On [●], 2026, the Court entered the Bidding Procedures Order [Docket No. [●]].

BIDDING PROCEDURES AND ASSETS FOR SALE

Pursuant to the Bidding Procedures, the Debtor intends to sell all or substantially all of its Assets, in whole or in part, including the Debtor's (i) proprietary capsids, including STAC-150, STAC-BBB and any STAC-BBB capsid variants and technology relating to the foregoing; (ii) proprietary capsid receptors and related technology; (iii) Technology Platforms; (iv) Prion Disease Program; (v) Fabry Disease Program; (vi) ST-503 investigational therapy for small fiber neuropathy; (vii) licenses, partnered programs, and collaboration agreements with strategic partners; and (viii) portfolio of other intellectual property comprising of approximately 110 patent families directed to the design, compositions, and uses of zinc finger proteins and other related technologies. The ability to undertake and consummate a sale of the Assets is subject to competitive bidding, as set forth herein, and approval by the Court. In addition to the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid and any Additional Stalking Horse Bid as set forth herein, the Debtor will consider bids for the Assets from other parties.

Any party interested in submitting a bid for any of the Assets should contact the Debtor's investment banker, Raymond James & Associates, Inc. ("**Raymond James**"), via email (Attn: Geoffrey Richards (geoffrey.richards@raymondjames.com) and Alexander V. Rohan (alexander.rohan@raymondjames.com)) as soon as possible.

MEROPE STALKING HORSE BID

On June 22, 2026, the Debtor, the Merope Stalking Horse Bidder, and Lilly entered into the Merope Stalking Horse APA, which provides for, among other things, the sale of the Merope Assets as set forth in the Merope Stalking Horse APA. The Merope Stalking Horse APA is subject to higher or otherwise better offers submitted in accordance with the terms and provisions of the Bidding Procedures. A copy of the Merope Stalking Horse APA and the Merope Sale Order is available on the website maintained by Kurtzman Carson Consultants, LLC dba Verita Global, the Debtor's claims and noticing agent in this Chapter 11 Case, located at www.veritaglobal.net/Sangamo (the "**Verita Website**") and on the Court's docket at Docket No. [●].

ASTELLAS STALKING HORSE BID

On June 22, 2026, the Debtor and the Astellas Stalking Horse Bidder entered into the Astellas Stalking Horse APA, which provides for, among other things, the sale of the Astellas Assets as set forth in the Astellas Stalking Horse APA. The Astellas Stalking Horse APA is subject to higher or otherwise better offers submitted in accordance with the terms and provisions of the Bidding Procedures. A copy of the Astellas Stalking Horse APA and the Astellas Sale Order is

available on the Verita Website and on the Court's docket at Docket No. [●].

STALKING HORSE DESIGNATION PROCEDURES

The Debtor intends to sell all or substantially all of its Assets, including the Remaining Assets, and, as a result, may enter into Additional Stalking Horse APAs with Additional Stalking Horse Bidders subject to the Stalking Horse Designation Procedures. If the Debtor intends to designate any Additional Stalking Horse Bidder, the Debtor will (i) file the Additional Stalking Horse Hearing Notice setting an expedited hearing on not less than [five] calendar days' notice and (ii) require parties wishing to object to entry of the Additional Stalking Horse Order to file any such objections within [three] calendar days after service of the Additional Stalking Horse Hearing Notice (the "**Additional Stalking Horse Objection Deadline**"). The Additional Stalking Horse Hearing Notice will (i) set forth the identity of the Additional Stalking Horse Bidder (and if the relevant Additional Stalking Horse Bidder is a newly-formed entity, then the Additional Stalking Horse Bidder's parent company or sponsor); (ii) set forth the amount of the Additional Stalking Horse Bid and what portion shall be payable in cash or in other consideration; (iii) identify any connections the Additional Stalking Horse Bidder has to the Debtor other than those connections that arise from that Additional Stalking Horse Bid; (iv) specify any Additional Bid Protections; (v) attach the Additional Stalking Horse APA; (vi) attach the proposed form of Additional Stalking Horse Order; and (vii) set forth the Additional Stalking Horse Objection Deadline.

IMPORTANT DATES AND DEADLINES

A. ***Bid Deadline.*** Any party interested in submitting a bid for any of the Assets must deliver written and electronic copies of its Bid to Raymond James via email (Attn: Geoffrey Richards (geoffrey.richards@raymondjames.com) and Alexander V. Rohan (alexander.rohan@raymondjames.com)) **by no later than July 25, 2026 at 5:00 p.m. (Eastern Time)**. The Qualified Bid requirements are set forth in page 8 of the Bidding Procedures.

B. ***Auction***. If the Debtor receives more than one Qualified Bid (including a combination of bids that, when considered together, constitute a Qualified Bid) for the Assets, the Debtor will conduct an Auction for the Assets. If the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, or any Additional Stalking Horse Bid is the only Qualified Bid received with respect to the Assets subject to such Bid, the Debtor will not conduct an Auction for such applicable Assets and will seek approval of such Merope Stalking Horse Bid, Astellas Stalking Horse Bid, or any Additional Stalking Horse Bid, as applicable, at the Sale Hearing.

The Auction, if required, will be conducted on **August 4, 2026 at 10:00 a.m. (Eastern Time)**, either (i) at the office of Raymond James, 320 Park Avenue, Floor 12, New York, NY 10022, or (ii) virtually or at such other date, time or location as designated by the Debtor. If the Debtor conducts the Auction virtually, the Debtor will provide instructions setting forth how to attend the Auction to the participants and other attendees via electronic mail. The Debtor reserves the right to adjourn or continue the Auction of any Asset to a later date, in accordance with the Merope Stalking Horse APA and the Astellas Stalking

Horse APA. The Debtor will provide notice (via electronic mail or otherwise) of any change in the date, time or location of the Auction to Qualified Bidders, and will cause publication of such change on the Verita Website.

Twenty-four (24) hours after the conclusion of the Auction, the Debtor will file with the Court and cause to be published on the Verita Website a notice of the results of the Auction (the "**Notice of Successful Bidder**"), which will, among other things, (i) identify the Successful Bidder(s) and Backup Bidder(s); (ii) either include a copy of the Successful Bid(s) and the Backup Bid(s) or a summary of the material terms of such Bids, including any assumption and assignment and/or rejection of Contracts contemplated thereby, or provide instructions for accessing the Successful Bid and the Backup Bid free of charge from the Verita Website; and (iii) set forth the date, time, and location of the Sale Hearing.

C. ***Sale Objection Deadlines***. Objections to a proposed Sale (including the Sale contemplated by the Merope Stalking Horse APA, the Astellas Stalking Horse APA, or any other Additional Stalking Horse APA), including any objection to (i) the sale of any Assets free and clear of liens, claims, interests, and encumbrances; (ii) any Sale Order; (iii) the potential assumption or assignment and/or rejection of any Contracts and any Cure Amounts; and (iv) the ability of the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any other Additional Stalking Horse Bidder to provide adequate assurance of future performance, must (a) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof and (b) be filed with the Court by no later than **July 31, 2026, at 4:00 p.m. (Eastern Time)**.

D. ***Supplemental Sale Objection Deadlines***. Objections to the (i) conduct of the Auction; (ii) the proposed Sale (other than a sale to the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder); and (iii) the ability of the Successful Bidder(s) (other than the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) to provide adequate assurance of future performance, must (a) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof and (b) be filed with the Court by no later than **[●], 2026, at __:00 _.m. (Eastern Time)**.

E. ***Sale Hearing***. The Sale Hearing will take place on **August [11], 2026, at 10:00 _.m. (Eastern Time)** before the Honorable **[●]**, United States Bankruptcy Judge, located at the Court, 824 North Market Street, Wilmington, Delaware 19801. The Sale Hearing may be adjourned by the Debtor by an announcement of the adjourned date at a hearing before the Court or by filing a notice on the Court's docket. At the Sale Hearing, the Debtor will seek the Court's approval of the Successful Bid(s) and any Backup Bid(s).

RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES

The Debtor reserves the right, in its reasonable business judgment, in a manner consistent with its fiduciary duties and applicable law, in consultation with the Consultation Parties, and with the consent of the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder, not to be unreasonably withheld, to modify the Bidding Procedures; waive terms and conditions set forth

therein; extend the deadlines set forth therein; announce at the Auction modified or additional procedures for conducting the Auction; and provide notice and reasonable accommodations to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder with respect to such terms, conditions, and deadlines of the bidding and Auction process to promote further bids by such bidder, in each case, to the extent not materially inconsistent with the Bidding Procedures and the Bidding Procedures Order, in each case without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA. **Except as provided in the Merope Stalking Horse APA, the Astellas Stalking Horse APA, or any Additional Stalking Horse APA, nothing obligates the Debtor to consummate or pursue any transaction with respect to any Asset with any bidder.**

ADDITIONAL INFORMATION

Copies of the Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the Verita Website.

FAILURE TO ABIDE BY THE BIDDING PROCEDURES, THE BIDDING PROCEDURES ORDER OR ANY OTHER APPLICABLE ORDER OF THE COURT ENTERED IN THIS CHAPTER 11 CASE MAY RESULT IN THE REJECTION OF YOUR BID AND YOUR DISQUALIFICATION FROM PARTICIPATING IN THE BIDDING FOR AND AUCTION OF ANY OF THE ASSETS.

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, INCLUDING THE FAILURE TO FILE ANY SUCH OBJECTION BY THE APPLICABLE OBJECTION DEADLINE, SHALL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY SUCH OBJECTION TO THE RELIEF REQUESTED IN THE MOTION, THE CONSUMMATION OF ANY APPLICABLE SALE, INCLUDING THE SALE OF ANY ASSETS TO A SUCCESSFUL BIDDER FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTION 363(f) OF THE BANKRUPTCY CODE OR THE TERMS OF THE MEROPE STALKING HORSE APA, THE ASTELLAS STALKING HORSE APA, OR OTHER ASSET PURCHASE AGREEMENT EXECUTED BY THE DEBTOR.

Dated: June __, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

Daniel J. DeFranceschi (No. 2732)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Emails: defranceschi@rlf.com
steele@rlf.com
schlauch@rlf.com
and

Cullen D. Speckhart
Lauren A. Reichardt
Miriam Peguero Medrano
COOLEY LLP
55 Hudson Yards
New York, NY 10001-2157
Telephone: (212) 479-6000
Emails: cspeckhart@cooley.com
lreichardt@cooley.com
mpegueromedrano@cooley.com
and

Robert L. Eisenbach III
COOLEY LLP
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
Telephone: (415) 693-2000
Email: reisenbach@cooley.com

Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT B-1

Merope Stalking Horse APA

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

SANGAMO THERAPEUTICS, INC.,

MEROPE ACQUISITION SUB, LLC,

ELI LILLY AND COMPANY,
solely for purposes of Section 10.21, as the Guarantor
and

SANGAMO THERAPEUTICS UK LTD.,
SANGAMO THERAPEUTICS FRANCE SAS
and
CEREGENE, INC.,
solely for purposes of Section 10.22, as the Seller Subsidiaries

dated as of
June 22, 2026

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND USAGE 1
Section 1.1 Definitions 1
Section 1.2 Usage 16
ARTICLE II SALE AND PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES 16
Section 2.1 Sale and Purchase of Assets 16
Section 2.2 Assumed Liabilities; Retained Liabilities 18
Section 2.3 Consent of Third Parties; Further Conveyances and Assumptions 20
Section 2.4 Closing 21
Section 2.5 Purchase Price, Assumption of Assumed Liabilities 21
Section 2.6 Deliveries and Proceedings at Closing 21
Section 2.7 Allocation of Consideration 22
Section 2.8 Withholding 23
Section 2.9 Designation of Acquired Contracts 23
Section 2.10 Contract Cures 23
Section 2.11 Previously Omitted Contracts 24
Section 2.12 Designated Purchaser 25
ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER 25
Section 3.1 Organization and Good Standing 25
Section 3.2 Power and Authority 25
Section 3.3 No Conflict; No Violation of Laws 26
Section 3.4 Sufficiency of Assets; Ownership of Assets 26
Section 3.5 Real Property 26
Section 3.6 Contracts; Permits; Prepaid Expenses 27
Section 3.7 Litigation 28
Section 3.8 Absence of Changes or Events 29
Section 3.9 Compliance with Laws; Regulatory Compliance 29
Section 3.10 Employee Matters 31
Section 3.11 Benefit Plans 32
Section 3.12 Taxes 33
Section 3.13 Intellectual Property 33
Section 3.14 No Broker's or Finder's Fees 36
Section 3.15 No Inducement or Reliance 36
Section 3.16 Disclaimer 36

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER 37
Section 4.1 Organization and Good Standing 37
Section 4.2 Power and Authority 37
Section 4.3 No Conflict; No Violation of Laws 37
Section 4.4 Litigation 38
Section 4.5 No Broker's or Finder's Fees 38
Section 4.6 No Inducement 38
Section 4.7 Disclaimer 38
ARTICLE V COVENANTS PRIOR TO CLOSING 38
Section 5.1 Conduct of Business 38
Section 5.2 Access to Information 41
Section 5.3 Satisfaction of Conditions Precedent 41
Section 5.4 Further Assurances; Consents of Third Parties; Governmental Approvals 41
Section 5.5 Regulatory Filings and Cooperation; Filing Fees 42
Section 5.6 Outbound License Agreements 42
Section 5.7 Intellectual Property Matters 43
ARTICLE VI CONDITIONS PRECEDENT TO THE CLOSING 43
Section 6.1 Conditions to Obligations of Buyer 43
Section 6.2 Conditions to Obligations of Seller and Seller Subsidiaries 45
ARTICLE VII OTHER COVENANTS AND AGREEMENTS 45
Section 7.1 Omitted Assets; Wrong Pockets 45
Section 7.2 Intellectual Property and Technology Matters 46
Section 7.3 Publicity 47
Section 7.4 Employment Matters 48
Section 7.5 Tax Matters 50
Section 7.6 Bankruptcy Matters 50
ARTICLE VIII NONSURVIVAL 53
Section 8.1 Nonsurvival of Representations and Warranties 53
ARTICLE IX TERMINATION 53
Section 9.1 Termination Events 53
Section 9.2 Effects of Termination 56
ARTICLE X GENERAL PROVISIONS 57
Section 10.1 Expenses 57
Section 10.2 Notices 57

Section 10.3 Waiver 58
Section 10.4 Confidentiality Obligations 58
Section 10.5 Entire Agreement and Amendments 59
Section 10.6 Assignments, Successors, and No Third-Party Rights 59
Section 10.7 Severability 60
Section 10.8 Section Headings 60
Section 10.9 Governing Law 60
Section 10.10 Waiver of Jury Trial 60
Section 10.11 Submission to Jurisdiction 61
Section 10.12 Specific Performance 61
Section 10.13 Releases 62
Section 10.14 Backup Bidder 63
Section 10.15 No Deposit 63
Section 10.16 Disclosure Schedule 63
Section 10.17 Remedies 64
Section 10.18 Reliance on Counsel and Other Advisors 64
Section 10.19 Legal Representation of the Parties 64
Section 10.20 Counterparts and Delivery 64
Section 10.21 Guaranty 64
Section 10.22 Seller Subsidiaries 66

Exhibits

Exhibit A – Certain Retained Assets

Exhibit B – Bill of Sale

Exhibit C – IP Assignment Agreement

Exhibit D – Assignment and Assumption Agreement

Exhibit E – Form of Bidding Procedures Order

Exhibit F – Bidding Procedures

Exhibit G – Form of Sale Order

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of June 22, 2026 (this "**Agreement**"), is made by and among (i) Sangamo Therapeutics, Inc., a Delaware corporation ("**Seller**"), (ii) Merope Acquisition Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of Guarantor ("**Buyer**"), (iii) solely for purposes of Section 10.21, Eli Lilly and Company, an Indiana corporation ("**Guarantor**"), and (iv) solely for purposes of Section 10.22, Sangamo Therapeutics UK Ltd., a United Kingdom private company, Sangamo Therapeutics France SAS, a French simplified joint-stock company, and Ceregene, Inc., a Delaware corporation (each a "**Seller Subsidiary**" and together, the "**Seller Subsidiaries**").

RECITALS

WHEREAS, Seller intends to file a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (as each term is defined below), commencing the Bankruptcy Case (as defined below), no later than one (1) day after the date of this Agreement, and following such filing, Seller will operate its business and manage its properties as a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, Seller intends to seek approval of bidding procedures from the Bankruptcy Court for the sale of the Acquired Assets pursuant to Sections 101, 363 and 365 of the Bankruptcy Code, and Buyer has agreed to act as the "stalking horse" bidder for the Acquired Assets on the terms and conditions set forth in this Agreement, subject to higher or otherwise better offers in accordance with the Bidding Procedures Order (as defined below);

WHEREAS, the parties acknowledge and agree that the purchase by Buyer of the Acquired Assets and the assumption by Buyer of the Assumed Liabilities are being made at arm's length and in good faith and without intent to hinder, delay or defraud creditors of Seller or its Affiliates; and

WHEREAS, Seller desires to sell, transfer, assign and convey to Buyer, and Buyer shall purchase, acquire and assume from Seller, all of the Acquired Assets and the Assumed Liabilities (each as defined below) in connection with the Acquired Technology (as defined below) pursuant to the terms and conditions set forth in this Agreement free and clear of all Liens (other than Permitted Liens) pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, subject to the entry of the Sale Order (as defined below) by the Bankruptcy Court.

NOW, **THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I
DEFINITIONS AND USAGE

Section 1.1 Definitions.

For purposes of this Agreement, the following capitalized terms and variations thereof have the meanings specified or referred to in this Section 1.1:

"**365(n)(2)(B) Payments**" means all amounts owed to Seller by any Outbound Licensee or any other licensee of intellectual property under or contemplated by Section 365(n)(2)(B) of the Bankruptcy Code, including, for the avoidance of doubt, any milestone, royalty or similar payments owed by any Outbound Licensee under any Outbound License Agreement.

"**Accountant**" has the meaning set forth in Section 2.7.

"**Acquired Assets**" has the meaning set forth in Section 2.1.

"**Acquired Avoidance Actions**" has the meaning set forth in Section 2.1(n).

"**Acquired Contracts**" has the meaning set forth in Section 2.1(a).

"**Acquired Intellectual Property**" means any Intellectual Property that is: (a) owned or purported to be owned by Seller or any of its Affiliates; and (b) related to, held for use in or used in connection with any Acquired Technology or the Prion Program, including all of the Intellectual Property set forth on Schedule 2.1(c). For clarity, Acquired Intellectual Property does not include the Intellectual Property set forth on Exhibit A.

"**Acquired Technology**" means, individually or collectively, (a) all of Seller's proprietary capsids and capsid variants, including STAC-150, STAC-BBB and any STAC-BBB capsid variants, the capsids described in PCT/US2024/029507, and any receptor-targeted "next generation" capsids and capsid variants, and all technology relating to any of the foregoing, including compositions, formulations, manufacturing technology, assays and cell lines; (b) all of Seller's proprietary capsid receptors, including CBLN1, and all technology relating to any of the foregoing, including compositions, formulations, manufacturing technology, assays and cell lines; (c) all of Seller's proprietary molecules or technology that facilitates or enhances delivery or transduction of any capsid described in the foregoing clause (a) via receptor-mediated or other cellular interaction; (d) Seller's proprietary capsid engineering platform known as SIFTER (Selecting In vivo For Transduction and Expression of RNA); (e) Seller's proprietary modular integrase (MINT) platform; (f) Seller's proprietary zinc finger platform; and (g) all of Seller's proprietary zinc finger protein transcription factors for the treatment of prion disease.

"**Affiliate**" means with respect to any Person, any other Person who, at the relevant time (whether as of the date of this Agreement or thereafter), directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. As used in this definition of Affiliate, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the ability to elect the members of the board of directors or other governing body of such Person, and the terms "controlled" and "controlling" have meanings correlative thereto.

"**Affiliated Group**" means any affiliated group within the meaning of Section 1504 of the Code or any comparable or analogous group under applicable Law.

"**Agreement**" has the meaning set forth in the Preamble.

"**Agrisoma Agreement**" means that certain Research and Commercial License Agreement, dated February 1, 2014, by and between Seller (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agrisoma Biosciences, Inc., in the form as provided by Seller to Buyer as of the date hereof.

"**Alexion Agreement**" means that certain Research Collaboration and License Agreement, dated December 28, 2017, by and between Seller and Alexion Pharmaceuticals, Inc. (as successor-in-interest to Pfizer, Inc.), as amended, in the form as provided by Seller to Buyer as of the date hereof.

"**Alternative Transaction**" means (a) any sale or other disposition of any of the Acquired Assets to a Person other than Buyer (or any Affiliate of Buyer) or (b) any plan of reorganization, plan of liquidation, restructuring, recapitalization, dissolution, winding up or similar transaction involving Seller (whether under chapter 11 or chapter 7 of the Bankruptcy Code or otherwise) pursuant to which any of the Acquired Assets are retained by Seller or transferred, directly or indirectly, to any Person other than Buyer (or any Affiliate of Buyer), in each case whether in one transaction or a series of transactions; provided, however, that "Alternative Transaction" shall not include any (i) disposition of obsolete assets with an aggregate fair market value not exceeding $5,000, or (ii) sale or other disposition that is consented to by Buyer in writing.

"**Asset Acquisition Statement**" has the meaning set forth in Section 2.7.

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 2.6(a)(iii).

"**Assumed Liabilities**" has the meaning set forth in Section 2.2(a).

"**Astellas Agreement**" means that certain License Agreement, dated December 18, 2024, by and between Astellas Gene Therapies, Inc. and Seller, in the form as provided by Seller to Buyer as of the date hereof.

"**AVS Agreement**" means that certain Research License Agreement, dated October 1, 2013, by and between Seller (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agriculture Victoria Services PTY LTD, in the form as provided by Seller to Buyer as of the date hereof.

"**Bankruptcy Case**" means the chapter 11 case to be commenced by Seller in the Bankruptcy Court on the Petition Date, which shall be styled as *In re Sangamo Therapeutics, Inc.*.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended from time to time.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Bankruptcy Case, or any other court having jurisdiction over the Bankruptcy Case or any proceeding arising therein.

"**Bid Protections**" has the meaning set forth in Section 9.2(c).

"**Bidding Procedures**" means the bidding procedures approved by the Bankruptcy Court in the Bidding Procedures Order for the submission of competing bids for the Acquired Assets, substantially in the form attached hereto as Exhibit F.

"**Bidding Procedures Order**" means the order of the Bankruptcy Court, in form and substance acceptable to Buyer, substantially in the form attached hereto as Exhibit E (with the Bidding Procedures attached thereto as an exhibit), with any such modifications that are acceptable to Buyer, approving the Bidding Procedures and, among other things: (a) designating Buyer as the "stalking horse bidder" for the Acquired Assets; (b) authorizing and scheduling the auction, if any; (c) approving the Bid Protections; (d) approving a minimum initial overbid amount of at least the sum of the Bid Protections plus $250,000; and (e) scheduling a hearing to consider approval of the Contemplated Transactions and entry of the Sale Order.

"**Bill of Sale**" has the meaning set forth in Section 2.6(a)(i).

"**Break-Up Fee**" has the meaning set forth in Section 9.2(c).

"**Breun Agreement**" means that certain Research and Commercial License Agreement, dated November 9, 2012, by and between Seller (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Saatzucht Josef Breun GmbH & Co. KG, in the form as provided by Seller to Buyer as of the date hereof.

"**Business Day**" means any day other than a Saturday, Sunday or day on which banks are required or authorized to be closed in Indianapolis, Indiana or Richmond, California.

"**Buyer**" has the meaning set forth in the Preamble.

"**Buyer Released Parties**" has the meaning set forth in Section 10.13(a).

"**Buyer Releasing Parties**" has the meaning set forth in Section 10.13(b).

"**Closing**" has the meaning set forth in Section 2.4.

"**Closing Date**" has the meaning set forth in Section 2.4.

"**Code**" means the Internal Revenue Code of 1986, as amended. All citations to the Code, or the Treasury Regulations promulgated thereunder, shall include all amendments thereto and any substitute and successor provisions.

"**Collective Bargaining Agreement**" means any labor Contract that Seller or any Seller Affiliate has entered into with any union, works council or collective bargaining agent with respect to terms and conditions of employment of the Employees or any current or former employees of Seller or its Affiliates with respect to the Acquired Intellectual Property business.

"**Confidential Information**" has the meaning set forth in Section 10.4(a).

"**Confidentiality Agreement**" means, collectively, that certain confidentiality agreement dated November 21, 2023 by and between Guarantor and Seller, and any addenda or amendments thereto.

"**Consent**" means any authorization, consent, waiver, approval, permission or exemption by any Person.

"**Contemplated Transactions**" has the meaning set forth in Section 2.4.

"**Contracts**" has the meaning set forth in Section 3.6(a).

"**Copyrights**" means all works of authorship (whether or not copyrightable or published, including all rights in software, whether in source code or object code format, databases, and data collections) and all copyrights (whether or not registered), including all registrations thereof and applications therefor, and all renewals, extensions, restorations and reversions of the foregoing.

"**Corteva Agreement**" means that certain Research and Commercial License Option Agreement, dated October 1, 2005, by and between Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC) and Seller, as amended, in the form as provided by Seller to Buyer as of the date hereof.

"**Cure Costs**" means the amounts, determined by the Bankruptcy Court or by agreement of the parties and the applicable counterparty, necessary to be paid under an executory contract or unexpired lease pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of such executory contract or unexpired lease.

"**Cure/Assumption Objection**" has the meaning set forth in Section 2.10(b).

"**Debt**" means, as to any Person, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations arising under, any obligations of such Person consisting of (a) all indebtedness for borrowed money or indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money, (b) indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security, (c) payment obligations due and owing under any interest rate, currency or other hedging agreement (valued at the termination value thereof), (d) obligations under any performance bond or letter of credit, but only to the extent drawn or called prior to the Closing Date, (e) capitalized lease obligations or liabilities, (f) accrued but unpaid compensation, bonuses or similar payments, and all related employer portion of any employment Taxes, payable to Service Providers or any current or former directors of Seller and its Affiliates with respect to the Acquired Technology or the Acquired Intellectual Property, (g) guarantees with respect to any indebtedness of any other Person of a type described in clauses (a) through (f) above, and (h) for clauses (a) through (g) above, all accrued interest thereon, if any, and any termination fees, prepayment penalties, "breakage" costs or similar payments assuming the repayment of such Debt on the Closing Date.

"**Designated Contract**" has the meaning set forth in Section 2.10(c).

"**Designated Purchaser**" has the meaning set forth in Section 2.12.

"**DIP Financing Agreement**" means a debtor-in-possession credit agreement by and among Seller and the applicable lender.

"**Disclosure Schedule**" has the meaning set forth in ARTICLE III.

"**Documents**" means all files, documents, information, instruments, papers, books, reports, databases, records, tapes, microfilms, photographs, literature, written correspondence with any Governmental Authority, title policies, regulatory filings, data, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), Intellectual Property dockets, prosecution files and invention disclosures, and other similar materials relating to or used by Seller and its Affiliates in connection with the Acquired Assets or the Acquired Technology, in each case, whether or not in electronic form.

"**Employee**" has the meaning set forth in Section 7.4(a).

"**Employee Census**" means a list of the Employees that specifies, as applicable and to the extent permitted by applicable Law, each Employee's (i) title or position, (ii) base salary, (iii) date of hire, (iv) working location, (v) accrued but unpaid PTO, vacation, or sick leave balances, as applicable, (vi) bonus or commission (A) opportunity for the current year or applicable period and (B) amount earned to date in the current applicable period, (vii) most-recent equity-based compensation opportunity, (viii) classification as exempt or non-exempt under the Fair Labor Standards Act of 1938, if applicable, (ix) leave status, if applicable and (x) work authorization or visa type, if applicable.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" means any trade or business, whether or not incorporated, which together with Seller would be deemed a "single employer" within the meaning of Section 4001 of ERISA or Section 414 of the Code at any relevant time.

"**Excluded Records**" means any records, documents or other information solely to the extent relating to (a) any current or former employee who is not or does not become a Hired Employee and any materials solely to the extent they contain information about any Service Provider (including Hired Employees), the disclosure of which would violate applicable Law or (b) any Retained Program.

"**Excluded Taxes**" means, without duplication, (a) any Taxes imposed on, with respect to or relating to any of the Acquired Assets or any of the Assumed Liabilities for any Pre-Closing Tax Period (or portion thereof), (b) any Taxes of, or imposed on or with respect to Seller or its Affiliates for any taxable period (including any (i) Taxes required to be withheld from the Purchase Price or with respect to any other payments or consideration payable hereunder but which have not been withheld and (ii) any Taxes of Seller or any of its Affiliates that become a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law), (c) any Taxes imposed on, with respect to or relating to any Retained Asset or any Retained Liability for any taxable period, and (d) any Transaction Taxes.

"**Existing Clinical Trial**" means (a) that certain Long-Term Follow Up of Sickle Cell Disease and Beta-thalassemia Subjects Previously Exposed to BIVV003 or ST-400 (further described at https://clinicaltrials.gov/study/NCT05145062), and (ii) that certain Long Term Follow-up (LTFU) of Subjects Who Received SB-318, SB-913, or SB-FIX (further described at https://clinicaltrials.gov/study/NCT04628871).

"**Exploitation**" means the Research, development, manufacturing, ownership, use, storage, import, export, commercialization, sale or any other exploitation of any Acquired Technology or any other compound, product or therapy. When used as a verb, "**Exploit**", "**Exploited**" and "**Exploiting**" have correlative meanings.

"**Fabry Program**" means Seller's clinical gene therapy program for isaralgagene civaparvovec for the treatment of Fabry disease.

"**FDA**" means the United States Food and Drug Administration.

"**Fee Event**" means (a) any termination of this Agreement other than (x) a termination by Seller pursuant to Section 9.1(c)(iii) or (y) a termination by mutual written consent of Buyer and Seller pursuant to Section 9.1(a) or (b) the consummation of an Alternative Transaction.

"**Final DIP Order**" means an order entered by the Bankruptcy Court approving the DIP Financing Agreement on a final basis.

"**Final Order**" means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered on the docket in the Bankruptcy Case (or the docket of such other court), which has not been reversed, stayed, modified or amended, and as to which (a) the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or (b) any appeal that has been taken or any petition for certiorari that has been filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

"**Fraud**" means, with respect to any Person, actual and intentional fraud by such Person under Delaware common law with respect to the making of any representation or warranty contained in this Agreement or any other Transaction Agreement, or any certificate delivered in connection herewith or therewith.

"**Fundamental Representations**" means those representations and warranties of Seller set forth in Section 3.1 (Organization and Good Standing), Section 3.2 (Power and Authority) and Section 3.14 (No Broker's or Finder's Fees).

"**Genentech Agreement**" means that certain License Agreement, dated August 2, 2024, by and between Genentech, Inc. and Seller, in the form as provided by Seller to Buyer as of the date hereof.

"**Governing Documents**" means, with respect to any Person, the articles or certificate of incorporation and the bylaws, the limited partnership agreement and the certificate of limited partnership, the articles or certificate of organization or formation and the operating

agreement, the shareholders agreement, and any other charter or similar governing documents adopted or filed in connection with the creation, formation or organization of such Person.

"**Governmental Authority**" means any federal, state, county, regional district, local, or other government or political subdivision, or any court, tribunal, governmental division or department, regulatory or administrative agency or commission or other governmental or quasi-governmental authority or instrumentality of any nature, domestic or foreign, in each case, having jurisdiction over the applicable matter.

"**Governmental Order**" means any decision, judgment, injunction, writ, order, ruling, award, decree, assessment, subpoena, verdict or arbitration award entered, issued, made or rendered by any Governmental Authority, whether arising from a Legal Proceeding, arbitration, applicable Law or otherwise.

"**Guarantor**" has the meaning set forth in the Preamble.

"**Hemophilia A Program**" means Seller's clinical program for giroctocogene fitelparvovec for the treatment of hemophilia A.

"**Hire Offer**" has the meaning set forth in Section 7.4(a).

"**Hired Employee**" has the meaning set forth in Section 7.4(a).

"**Intellectual Property**" means any and all rights, title and interest in, or arising out of or associated with intellectual property or other proprietary rights, in each case, whether protected, created or arising under the Laws of the United States or any other jurisdiction worldwide and whether registered or unregistered, including all rights in, arising out of, or associated therewith, including (a) Trademarks, (b) Patents, (c) Know-How, (d) Copyrights, (e) any other intellectual property rights arising from software or technology, and (f) rights to claim priority from or register any of the foregoing.

"**Intellectual Property Licenses**" means (a) any grant by Seller or any of its Affiliates to another Person of any license, right or covenant not to assert with respect to or under any Acquired Intellectual Property or Acquired Technology, including in any Outbound License Agreement; or (b) any grant to Seller or its Affiliate(s) by another Person of any license, right or covenant not to assert with respect to or under such Person's Intellectual Property that is necessary or reasonably useful for the Exploitation of any Acquired Technology or Acquired Asset. For clarity, each Outbound License Agreement is an Intellectual Property License.

"**Interim DIP Order**" means an order entered by the Bankruptcy Court approving the DIP Financing Agreement on an interim basis.

"**Intermediate Representations**" means those representations and warranties of Seller set forth in Section 3.4 (Sufficiency of Assets; Ownership of Assets) and Section 3.13 (Intellectual Property).

"**IP Assignment Agreement**" has the meaning set forth in Section 2.6(a)(ii).

"**Know-How**" means any information that is proprietary or not generally known, including scientific or technical information, inventions, results, data, know-how, processes, methods, models, software or designs of any type whatsoever, in any tangible or intangible form, including databases, safety information, practices, methods, instructions, techniques, algorithms, drawings, documentation, specifications, formulations, formulae, knowledge, trade secrets, materials, skill, experience, concepts, ideas, test data, experimental data, and other information or technology applicable to compounds, formulations, compositions of matter, structures, structure activity relationships or products, or to their design, discovery, identification, creation, selection, development, optimization, manufacture, registration, use, marketing, commercialization or sale, or to methods of assaying or testing them, including pharmacological, pharmaceutical, medicinal chemistry, biological, chemical, biochemical, toxicological and clinical test data, physical and analytical, safety, and quality control data, manufacturing and stability data, materials, studies and procedures, and manufacturing process and development information, results and data, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and whether or not protected by Patent or Copyright Law.

"**Knowledge of Seller**" means that Seller shall be deemed to have "**knowledge**" of a particular fact if any of Sandy Macrae, Nathalie Dubois-Stringfellow, Stephanie J. Seiler, Phillip Ramsey, Gregory Davis, Gabor Brasnjo, Stephen MacDonald, Scott Willoughby and Victoria Headley has, or should have had after due inquiry of their direct reports, knowledge of such fact.

"**Law**" means any applicable law, order, ordinance, rule, regulation, statute or treaty of any Governmental Authority.

"**Legal Proceeding**" means any action, suit, litigation or arbitration (including any civil, criminal, administrative, or appellate proceeding), investigation by any Governmental Authority, or hearing commenced, conducted or heard by or before any Governmental Authority or any arbitrator or arbitration panel, excluding the Bankruptcy Case.

"**Liability**" means any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, Tax, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

"**Licensed Intellectual Property**" means all Intellectual Property under or with respect to which any third party grants to Seller or any of its Affiliates any license, right or covenant not to assert, which Intellectual Property is used, practiced, or held for use or practice by Seller or any of its Affiliates in connection with the Exploitation of the Acquired Technology.

"**Lien**" means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, license, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Governmental Orders, covenants, conditional sale or other title retention agreements and other similar impositions, imperfections or

defects of title or restrictions on transfer or use of real, intangible or personal property, whether written or oral and whether or not relating in any way to credit or the borrowing of money.

"**Material Adverse Effect**" means any condition, development, circumstance, occurrence of any event, or any change in or effect that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the Acquired Technology or the Acquired Assets, taken as a whole (including the destruction of Acquired Intellectual Property that is material to the Acquired Technology); provided, however, that none of the following shall be deemed to constitute a Material Adverse Effect: any adverse circumstance, occurrence of any event, or any change in or effect arising from or relating to (a) general business, economic, financial, market or political conditions, (b) natural or man-made disasters, pandemics, epidemics or acts of God, including, but not limited to, acts of war, sabotage, terrorism, hostilities, military action or any escalation or worsening thereof, (c) changes in financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (d) changes in Laws, accounting standards or other binding rules, regulations, or other binding directives, or any official interpretation thereof, issued by any Governmental Authority, (e) the taking of any action expressly required by this Agreement and any other Transaction Agreement, (f) the failure by Seller or the Acquired Technology to meet or exceed internal projections, forecasts or revenue or earnings predictions for any period (it being understood that the facts or occurrences giving rise to or contributing to such failure may be taken into account in determining whether there has been a Material Adverse Effect), (g) any decline in the price or trading volume of Seller's common stock or other securities, any suspension of trading in Seller's securities, or any delisting or threatened delisting of Seller's securities from NASDAQ or any other national securities exchange or trading market (it being understood that the facts or occurrences giving rise to or contributing to such decline may be taken into account in determining whether there has been a Material Adverse Effect); (h) any action taken in connection with the commencement or existence of the Bankruptcy Case and Seller's status as a debtor-in-possession, and financial condition of Seller giving rise to the filing of the Bankruptcy Case, in each case, solely to the extent such conditions do not relate to, or have an adverse effect on, the Acquired Technology or the Acquired Assets; or (i) any action taken by Seller in the Bankruptcy Case with respect to any Retained Program or Retained Assets, including (A) any reduction in force, furlough, or termination of employees who are not Employees, (B) the winddown, discontinuation, or cessation of any Retained Program or any operations or activities of Seller that do not relate to the Acquired Assets or the Acquired Technology, and (C) the rejection, termination or non-renewal of any Contracts that are not Acquired Contracts; provided, further, that any change or event described in the foregoing clauses (a) through (d) above shall be taken into account in determining whether there has been a Material Adverse Effect to the extent, and only to such extent, that such change or event has a disproportionate effect on the Acquired Technology, taken as a whole, as compared to other Persons engaged in development efforts with respect to capsids, compounds, products or other technology substantially similar to the Acquired Technology.

"**Miltenyi Agreement**" means that certain License Agreement, dated November 12, 2025, by and between Seller and Miltenyi Biotec B.V. & Co. KG, in the form as provided by Seller to Buyer as of the date hereof.

"**Non-Compete Finding**" means, with respect to any Outbound License Agreement, a finding in the Sale Order that any "noncompete", "commercial exclusivity" or

similar provision therein, however characterized, including as set forth in Article 6 of the Genentech Agreement, Section 3.4 of the Astellas Agreement, Sections 8.4 and 8.5 of the Takeda Agreement, the last sentence of Section 3.6 of the Roche Agreement, and the last sentence of Section 2.1 of the OMT Agreement, which purports to restrict Seller or any of its Affiliates from conducting activities that are outside the scope of the exclusive Intellectual Property license granted to the applicable Outbound Licensee under an Outbound License Agreement (an "**Outbound License Non-Compete**"), is not binding on Buyer or any of its Affiliates following the Closing.

"**Northridge DIP Facility**" means that certain senior secured, superpriority debtor-in-possession credit facility contemplated by, and consistent with, the Northridge DIP Term Sheet.

"**Northridge DIP Term Sheet**" means that certain Debtor-in-Possession Term Loan Facility Summary of Terms and Conditions, dated on or about June 22, 2026, by and among Seller, Seller Subsidiaries, and Northridge ATM, LLC.

"**Omitted Assets**" has the meaning set forth in Section 7.1.

"**OMT Agreement**" means that certain License Agreement, dated April 2, 2008, by and between Seller and Open Monoclonal Technology, Inc., in the form as provided by Seller to Buyer as of the date hereof.

"**Ordinary Course**" means the ordinary course of business consistent with past custom and practice (including, as applicable, with respect to quantity and frequency).

"**Outbound License Agreement**" means, individually or collectively, (a) the Genentech Agreement, (b) the Astellas Agreement, (c) the Takeda Agreement, (d) the Alexion Agreement, (e) the OMT Agreement, (f) the Roche Agreement, (g) the Sigma-Aldrich Agreement, (h) the Corteva Agreement, (i) the Miltenyi Agreement, (j) the Pfizer Agreement, (k) the Agrisoma Agreement, (l) the AVS Agreement and (m) the Breun Agreement.

"**Outbound License Non-Compete**" has the meaning set forth in the definition of "Non-Compete Finding".

"**Outbound Licensee**" means, individually or collectively, the applicable licensee(s) under an Outbound License Agreement.

"**Outside Date**" has the meaning set forth in Section 9.1(b)(i).

"**Patents**" mean (a) patent applications (including provisional patent applications, priority applications and rights to claim priority from any of the patents or patent applications), issued patents, utility models and designs, (b) reissues, substitutions, confirmations, registrations, validations, re-examinations, additions, continuations, continued prosecution applications, continuations-in-part, or divisions of or to any of the foregoing, and (c) extensions, renewals or restorations of any of the foregoing by existing or future extension, renewal or restoration mechanisms, including any patent term extensions, supplementary protection certificates, pediatric exclusivities or the equivalent thereof.

"**Periodic Taxes**" has the meaning set forth in Section 7.5(c).

"**Permits**" means franchises, approvals, permits, authorizations, licenses, orders, registrations, certificates, variances, waivers, privileges, exemptions, qualifications, filings, notices, and other similar permits or rights obtained from any Governmental Authority.

"**Permitted Liens**" means, as applicable, (a) statutory Liens of lessors under the applicable lease for Real Property or on the underlying fee interest therein, (b) Liens of carriers, warehousemen, mechanics, and materialmen incurred in the Ordinary Course, (c) non-exclusive licenses granted pursuant to any Acquired Contract, (d) non-exclusive licenses granted to service providers and vendors in the Ordinary Course, and (e) solely with respect to the Outbound License Agreements, rights of the licensees thereunder arising under Section 365(n) of the Bankruptcy Code, in each case subject to the Non-Compete Finding, and, in the case of each of the foregoing (a) through (e), solely to the extent that Section 363(f) of the Bankruptcy Code does not apply to extinguish such Liens or rights, it being understood that the Sale Order shall extinguish Liens and rights to the maximum extent permissible under applicable law.

"**Person**" means any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Governmental Authority.

"**Petition Date**" means the date on which Seller files a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court commencing the Bankruptcy Case.

"**Pfizer Agreement**" means that certain License Agreement, dated December 19, 2008, by and between Seller and Pfizer Inc., as amended, in the form as provided by Seller to Buyer as of the date hereof.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date.

"**Previously Omitted Contract**" has the meaning set forth in Section 2.11.

"**Prion Program**" means Seller's preclinical epigenetic regulation program directed to the treatment of prion disease, designated by Seller as ST-506.

"**Purchase Price**" has the meaning set forth in Section 2.5(a).

"**Real Property**" means any real property currently leased, subleased, licensed, owned or otherwise occupied by Seller.

"**Registered IP**" has the meaning set forth in Section 3.13(a).

"**Representative**" of a Person means any of the directors, officers, employees, managers, advisors, agents, stockholders, consultants, lawyers, accountants, investment bankers, financial advisors or other representatives of such Person.

"**Research**" means conducting research activities to discover, design, research, evaluate, optimize, deliver and advance products, including pre-clinical studies and optimization up to the filing of an IND for such product, but excluding clinical development and commercialization. When used as a verb, "**Research**," "**Researched**" or "**Researching**" means to engage in Research.

"**Retained Assets**" means all assets of Seller other than Acquired Assets, including but not limited to (a) all cash and cash equivalents held by Seller, other than proceeds from the monetization of Acquired Assets prior to the Closing, (b) all bank accounts owned by Seller, (c) all intercompany and intra-company accounts owned by or held on behalf of Seller or any of its Affiliates, (d) all income Tax assets of Seller, (e) any assets of Seller set forth on Exhibit A, (f) any Contract that is not an Acquired Contract, (g) the Retained Intellectual Property, (h) Real Property, (i) Excluded Records, (j) Seller Plans, together with all funding arrangements related thereto (including all assets, trusts, insurance policies and administrative service Contracts related thereto), and all rights and obligations thereunder, (k) employees of Seller or its Affiliates other than the Hired Employees and (l) the Retained Programs.

"**Retained Intellectual Property**" means any Intellectual Property owned or controlled by Seller or any of its Affiliates that is not Acquired Intellectual Property, including the Intellectual Property set forth on Exhibit A.

"**Retained Liabilities**" has the meaning set forth in Section 2.2(b).

"**Retained Programs**" means each of the Fabry Program, the SFN Program, the Hemophilia A Program, the Sickle Cell Program, and the Tregs Program.

"**Roche Agreement**" means that certain Research and License Agreement, dated July 2, 2008, by and among F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc. and Seller, in the form as provided by Seller to Buyer as of the date hereof.

"**Sale Hearing**" means the hearing described in item (e) of the definition of Bidding Procedures Order.

"**Sale Motion**" means the motion seeking, among other things, (i) authority for Seller to enter into this Agreement, (ii) entry of the Bidding Procedures Order, and (iii) scheduling the Sale Hearing.

"**Sale Order**" means one or more orders of the Bankruptcy Court, in form and substance acceptable to Buyer, substantially in the form attached hereto as Exhibit G, with any such modifications that are acceptable to Buyer, authorizing and approving, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the sale of the Acquired Assets to Buyer pursuant to the terms and conditions set forth in this Agreement, free and clear of all Liens (other than Permitted Liens), Liabilities, claims and interests of any kind or nature whatsoever (including all claims arising under any theory of successor or transferee liability, de facto merger, substantial continuity, or similar theories of liability, whether arising by statute, common law, or equity, whether known or unknown, and whether arising before or after the commencement of the Bankruptcy Case), and including the Non-Compete Finding to the extent applicable pursuant to Section 6.1(g) and other findings and provisions that: (a) Buyer is a "good faith" purchaser within

the meaning of Section 363(m) of the Bankruptcy Code; (b) Buyer is not a successor to Seller or its estate by reason of any theory of law or equity, and shall not assume or be responsible for any Liability of Seller other than the Assumed Liabilities; (c) all anti-assignment provisions in the Acquired Contracts are unenforceable with respect to the Contemplated Transactions and the Acquired Assets; (d) to the extent applicable pursuant to Section 6.1(g), authorizing and approving the rejections of each of the Outbound License Agreements pursuant to Section 365 of the Bankruptcy Code; (e) Buyer is authorized to pursue, prosecute, settle or abandon the Acquired Avoidance Actions and any other claims or causes of action included in the Acquired Assets, and such claims and causes of action are validly transferred to Buyer as part of the Acquired Assets; and (f) the Sale Order shall be binding upon and inure to the benefit of any trustee subsequently appointed in the Bankruptcy Case or upon any conversion of the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code.

"**Seller**" has the meaning set forth in the Preamble.

"**Seller Contractor**" has the meaning set forth in Section 7.2(c).

"**Seller Plan**" means each "employee benefit plan" as defined in Section 3(3) of ERISA, whether or not subject to ERISA, and each other offer letter, employment agreement or employee benefit or compensation plan, policy, program, agreement or arrangement, in each case, under which any Service Provider participates, that is sponsored, maintained, administered or contributed to by Seller or its Affiliates or in which Seller or its Affiliates have any current or potential Liability (including on account of any ERISA Affiliates) other than any plans, policies, programs, agreements or arrangements maintained or sponsored by, or to which contributions are mandated by, a Governmental Authority.

"**Seller Released Parties**" has the meaning set forth in Section 10.13(b).

"**Seller Releasing Parties**" has the meaning set forth in Section 10.13(a).

"**Seller Subsidiary**" has the meaning set forth in the Preamble.

"**Service Provider**" means any current or former (a) employee of Seller or any of its Affiliates or (b) individual consultant or independent contractor, in each case engaged directly by Seller or any of its Affiliates.

"**SFN Program**" means Seller's clinical program directed to the treatment of small fiber neuropathy, designated by Seller as ST-503.

"**Sickle Cell Program**" means Seller's clinical program directed to the treatment of Sickle Cell Disease, designated by Seller as BIVV003.

"**Sigma-Aldrich Agreement**" means that certain License Agreement, dated July 10, 2007, by and between Seller and Sigma-Aldrich Co., as amended, in the form as provided by Seller to Buyer as of the date hereof.

"**STAC-150**" means the capsid known as STAC-150, as further described on Schedule 1.1-A.

"**STAC-BBB**" means the blood-brain barrier-penetrant capsid known as STAC-BBB, as further described on Schedule 1.1-B.

"**Straddle Period**" has the meaning set forth in Section 7.5(c).

"**Superpriority Claim**" has the meaning set forth in Section 9.2(c).

"**Takeda Agreement**" means that certain Amended and Restated Collaboration Agreement, dated September 1, 2015, by and between Seller and Shire International GmbH, in the form as provided by Seller to Buyer as of the date hereof.

"**Tax**" or "**Taxes**" means (a) all federal, state, local and foreign taxes, including any income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, employment, unemployment, disability, use, property, unclaimed property, escheat, withholding, excise, production, value added, occupancy, and other taxes, duties, customs, tariffs, imposts, levies or other taxes, fees, charges or assessments in the nature of a tax, imposed by a Taxing Authority, together with all interest, fines, penalties or additions to tax with respect thereto, whether disputed or not and (b) any liability arising under any tax sharing agreement or any liability for any item described in clause (a) of another Person by Contract, as a transferee or successor, by assumption or operation of Law, or under Treasury Regulation §1.1502-6 or analogous state, local or foreign Law, in each case, whether disputed or not.

"**Tax Contest**" means any audit, hearing, proposed adjustment, arbitration, deficiency, assessment, suit, dispute, claim, proceeding or other Legal Proceeding commenced, filed or otherwise initiated or convened to investigate or resolve the existence and extent of a liability for Taxes.

"**Tax Return**" means any report, return, statement or other written information (including elections, declarations, disclosures, schedules, attachments, estimates and information returns) supplied or required to be supplied to a Taxing Authority in connection with any Taxes and any amendment thereto.

"**Taxing Authority**" means any government or any subdivision, agency, commission or authority thereof, or any quasi-governmental or private body, having jurisdiction over the assessment, determination, collection or other imposition of Taxes.

"**Trademarks**" means any trademarks, service marks, corporate names, trade names, brand names, product names, logos, slogans, trade dress and other indicia of source or origin, any applications and registrations for any of the foregoing and all renewals and extensions thereof, and all goodwill associated therewith and symbolized thereby.

"**Transaction Agreements**" means, collectively, (a) this Agreement, (b) the Bill of Sale, (c) the Assignment and Assumption Agreement, (d) the IP Assignment Agreement, and (e) each other agreement, document or instrument executed and delivered in connection with the Contemplated Transactions.

"**Transaction Taxes**" means any sales, use, transfer, real property transfer, documentary stamp, recording and other similar Taxes arising from and with respect to the sale and purchase of the Acquired Assets.

"**Tregs Program**" means Seller's program for the development of regulatory T cell-based therapeutics.

"**Unpaid Contract Amounts**" has the meaning set forth in Section 3.6(c).

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act of 1988 and all similar state and local Laws.

Section 1.2 Usage.

In this Agreement unless a clear contrary intention appears: (a) the singular number includes the plural number and vice versa, (b) reference to any Person includes such Person's successors and assigns, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually, (c) reference to any gender includes the other gender, (d) reference to any agreement, document, instrument or other writing means such agreement, document, instrument or other writing as amended or modified and in effect from time to time in accordance with the terms thereof to the extent such amendments or modifications have been made available to Buyer, (e) "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision of this Agreement, (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term, (g) "or" is used in the inclusive sense of "and/or," (h) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding," (i) references to documents, instruments, agreements or other writings shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto to the extent such addenda, exhibits, schedules or amendments have been made available to Buyer, (j) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other theory extends and such phrase shall not mean "if", (k) if any period expires on a day that is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day that is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day, and (l) the phrase "made available to" and phrases of similar import mean, with respect to any information, document or other material, that such information, document or material was made available for review in the virtual data room or actually delivered (whether by physical or electronic delivery, including email) to Buyer or Buyer's representatives, as applicable, prior to 5:00 P.M. (Eastern Time) on the date that is two (2) Business Days prior to the date of this Agreement.

ARTICLE II
SALE AND PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1 Sale and Purchase of Assets. Subject to the terms and conditions of this Agreement and the entry of the Sale Order, at the Closing, Seller shall, and shall cause its Affiliates to, sell, assign, transfer, deliver and convey to Buyer the Acquired Assets, free and clear

of all Liens and Liabilities (other than Permitted Liens and Assumed Liabilities) pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, for the Purchase Price specified below in Section 2.5(a). For purposes of this Agreement, "**Acquired Assets**" means all of Seller's and its Affiliates' right, title and interest in, under and to all of the assets related to or used in or held for use in connection with the Acquired Technology (which shall not in any event include the Retained Assets), as such exist at the Closing, including each of the following:

(a) all Contracts listed in Schedule 2.1(a) (collectively, the "**Acquired Contracts**"), including all of Seller's rights under the Acquired Contracts;

(b) all rights, claims, credits, causes of action or rights of setoff against third parties (or portions thereof) to the extent relating to the Acquired Technology or the Acquired Assets, including unliquidated rights under manufacturers' and vendors' warranties;

(c) the Acquired Intellectual Property, including the Intellectual Property set forth in Schedule 2.1(c);

(d) all inventory, supplies, and materials that relate to the Acquired Assets, including those set forth in Schedule 2.1(d) but excluding biological and chemical samples generated prior to June 1, 2016, machinery, lab and office equipment and generally available lab supplies;

(e) all Documents in possession or control of Seller or any of its Affiliates to the extent relating to the Acquired Assets, including the Documents set forth on Schedule 2.1(e), but excluding any Documents relating to (i) the corporate organization, governance or capitalization of Seller or any of its Affiliates, including board minutes, resolutions or presentations; (ii) employment, compensation, benefits or human resources matters; (iii) debt or financing arrangements of Seller or any of its Affiliates; and (iv) machinery, lab and office equipment or generally available lab supplies;

(f) all Documents in possession or control of Seller or any of its Affiliates to the extent related to the employment of any Hired Employee, excluding equity award agreements and related documentation, any medical records and any other such Documents, notwithstanding paragraphs (e) and (h) of this Section 2.1;

(g) all tangible embodiments of the Acquired Technology;

(h) all assets relating to the Prion Program, including all Documents in possession or control of Seller or any of its Affiliates relating thereto, excluding any Documents relating to (i) the corporate organization, governance or capitalization of Seller or any of its Affiliates, including board minutes, resolutions or presentations; (ii) employment, compensation, benefits or human resources matters; (iii) debt or financing arrangements of Seller or any of its Affiliates; and (iv) machinery, lab and office equipment or generally available lab supplies;

(i) all rights of Seller or its Affiliates under (i) non-disclosure or confidentiality, assignment, non-compete or non-solicitation, or other restrictive covenant agreements with any Service Provider or with any other third party to the extent such agreements relate to or include within their scope, the Acquired Technology or the Acquired Assets and (ii)

non-disclosure agreements entered into in connection with Seller's sale process regarding the Acquired Assets and Acquired Technology during and preceding the pendency of the Bankruptcy Case;

(j) all assets listed in Schedule 2.1(j);

(k) all goodwill and other intangible assets and rights to the extent they relate to the Acquired Technology or the Acquired Assets, including goodwill associated with the Acquired Intellectual Property;

(l) all rights to Tax refunds, rebates, abatements, incentives or holidays, deposits, prepayments, attributes or credits and current and deferred Tax assets, in each case, (i) that transfer by automatic operation of Law to Buyer as a result of acquiring the Acquired Assets and Acquired Technology or assuming the Assumed Liabilities and (ii) arising out of or relating to Buyer's ownership of the Acquired Assets or the Acquired Technology or assumption of the Assumed Liabilities on or after the Closing;

(m) all 365(n)(2)(B) Payments from and after Closing to the extent relating to the Acquired Technology or the Acquired Intellectual Property;

(n) all avoidance actions and related claims and causes of action of Seller or its estate under Sections 502(d), 510, 544, 545, 547–51 and 553 of the Bankruptcy Code or applicable non-bankruptcy Law, in each case solely to the extent arising from or relating to the Acquired Technology or any asset described in clauses (a) through (l) of this Section 2.1 (collectively, "**Acquired Avoidance Actions**"); and

(o) all other claims, counterclaims, demands, rights, causes of action and choses in action of Seller or its estate (whether arising under the Bankruptcy Code, applicable non-bankruptcy Law or otherwise, and whether known or unknown, matured or unmatured, accrued or contingent), in each case solely to the extent arising from or relating to the Acquired Technology or any assets described in clauses (a) through (l) of this Section 2.1, including claims for breach of contract, tort, breach of warranty, unjust enrichment, conversion and infringement or misappropriation of Intellectual Property;

provided, that Seller may retain a copy of any Documents and materials included within the Acquired Assets (i) to the extent any of the Documents and materials included within the Acquired Assets relate to any Retained Assets or (ii) for purposes of its administration of the Bankruptcy Case and may transfer copies of such Documents and materials to any plan administrator or liquidating trustee under a chapter 11 plan.

Section 2.2 Assumed Liabilities; Retained Liabilities. Assumed Liabilities. Subject to the terms and conditions of this Agreement, at the Closing and except as otherwise specifically provided in Section 2.2(b), Buyer shall assume and agree to pay, discharge or perform, as appropriate, only the following Liabilities (the "**Assumed Liabilities**"):

(i) all Liabilities of Seller under the Acquired Contracts arising out of or relating to periods from and after the Closing Date, but only to the extent that such Liabilities first arise after the Closing and only to the extent that such Liabilities do not arise from

or relate to any breach, default or violation by Seller or its Affiliates on or prior to the Closing; and

(ii) all other Liabilities first arising out of or relating to Buyer's ownership of the Acquired Assets on or after the Closing.

(b) Retained Liabilities. Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or action against, Seller or its Affiliates of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on, before, or after the Closing Date as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the "**Retained Liabilities**"). The parties specifically acknowledge and agree that Buyer is not agreeing to assume and shall not be liable or responsible for any Retained Liabilities of Seller or any Affiliate of Seller. The Retained Liabilities shall include:

(i) any Liability for or relating to Excluded Taxes;

(ii) any Liability of Seller relating to, arising out of, or in connection with any lease for Real Property;

(iii) any current Liabilities incurred during any period or portion thereof ending on or prior to the Closing Date;

(iv) any Liability related to Debt incurred during any period or portion thereof ending on or prior to the Closing Date;

(v) any Liability relating to, arising out of, or in connection with (x) compensation or employee benefits for any Service Provider or service providers of any ERISA Affiliate, (y) the employment or performance of services for, or termination of employment or services for, or potential employment or engagement for the performance of services for, Seller or any ERISA Affiliate or (z) any Seller Plan;

(vi) any Liability relating to or arising out of any Contract that is not an Acquired Contract;

(vii) any Liability in connection with the Acquired Contracts or Acquired Assets to the extent that such Liability resulted from any failure to perform, improper performance, warranty or other breach, default or violation by Seller or its Affiliates, as applicable, on or prior to the Closing;

(viii) any Liability with respect to any Cure Costs required to be paid in connection with the assumption and assignment of the Acquired Contracts;

(ix) any Liability arising out of or relating to any Legal Proceeding pending or threatened against Seller or any of its Affiliates, whether arising before, on or after the Closing Date, to the extent relating to the operation of the Acquired Assets or the Acquired Technology prior to the Closing;

(x) any Liability arising out of or relating to any infringement, misappropriation or other violation of Intellectual Property of any third party, product liability, breach of warranty or similar claim for injury to person or property, in each case, to the extent arising from or related to the Acquired Technology or the Acquired Assets prior to the Closing;

(xi) all Liabilities to any current or former holder of equity interests of Seller or any securities convertible into or exchangeable for equity interests of Seller, and all Liabilities for indemnification or advancement of expenses owed to any current or former officer or director of Seller;

(xii) any Liability of Seller arising out of or relating to any violation of Law by Seller or any of its Affiliates prior to the Closing;

(xiii) all costs and expenses of Seller and its Affiliates relating to the Bankruptcy Case, the sale process, and the negotiation, preparation and consummation of this Agreement and the Contemplated Transactions, including all professional fees and expenses of Seller's advisors; and

(xiv) any Liability that is not an Assumed Liability, in each case whether asserted before, on or after the Closing.

(c) For the avoidance of doubt, Buyer is not acquiring, assuming or otherwise becoming responsible for, and the Acquired Assets and Assumed Liabilities shall not include, any of the assets or Liabilities set forth on Schedule 2.2(c) (other than 365(n)(2)(B) Payments with respect thereto).

Section 2.3 Consent of Third Parties; Further Conveyances and Assumptions.

Subject to the terms and conditions of this Agreement, on the Closing Date, Seller shall assign to Buyer, and Buyer shall assume, the Acquired Assets (in each case to the extent assignable) that are to be transferred to Buyer as provided in this Agreement by means of the Assignment and Assumption Agreement. Notwithstanding any provision of any Acquired Contract or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of any Acquired Contract, the Acquired Contracts shall be assumed and assigned to Buyer pursuant to Sections 363 and 365(f) of the Bankruptcy Code, and any such anti-assignment provisions shall be deemed void and of no force or effect with respect to the Contemplated Transactions and the Acquired Assets. To the extent that the assignment of all or any portion of any Acquired Asset (other than an Acquired Contract assumed and assigned pursuant to Sections 363 and 365 of the Bankruptcy Code) shall require the Consent of the other party or parties thereto or any other third party, and such Consent is not obtained prior to Closing, this Agreement shall not constitute an agreement to assign such Acquired Asset if an attempted assignment without any such Consent would constitute a breach or violation thereof. In order, however, to provide Buyer the full realization and value of the Acquired Contracts of the character described in this Section 2.3, Seller

agrees that on and after the Closing it shall, and shall cause its Affiliates to, (i) obtain such Consents as are necessary to accomplish the assignment of the Acquired Contracts, (ii) preserve the rights of Seller and its Affiliates, as applicable, under the Acquired Contracts for the benefit of Buyer and its Affiliates, as applicable, and (iii) facilitate receipt of the consideration to be received by Seller in and under every Acquired Contract, which consideration shall be held for the benefit of, and shall be delivered to, Buyer promptly upon receipt.

Section 2.4 Closing.

The closing (the "**Closing**") of the sale and purchase of the Acquired Assets and the assignment and assumption of the Assumed Liabilities (the "**Contemplated Transactions**") shall take place via electronic exchange of documents at 10:00 A.M. (Eastern Time) on the first (1st) Business Day following the date on which all conditions to Closing set forth in ARTICLE VI have been satisfied or waived (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other time and place as Buyer and Seller may mutually agree in writing. Such date is referred to as the "**Closing Date**."

Section 2.5 Purchase Price, Assumption of Assumed Liabilities.

(a) Purchase Price. The aggregate consideration for the Acquired Assets shall be (i) $50,000,000 (the "**Purchase Price**") and (ii) Buyer's assumption of the Assumed Liabilities. Upon the terms and subject to the conditions contained herein (including entry of the Sale Order), at the Closing, Seller shall sell, transfer, assign, convey and deliver to Buyer, free and clear of all Liens and Liabilities (other than Permitted Liens and Assumed Liabilities) pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Buyer shall purchase and accept assignment and delivery from Seller of, the Acquired Assets.

(b) Payment at Closing. Subject to the terms and conditions of this Agreement, no later than one (1) Business Day following the Closing Date, Buyer shall pay Seller an amount equal to the Purchase Price by wire transfer to the account designated in writing prior to the Closing by Seller.

Section 2.6 Deliveries and Proceedings at Closing.

Subject to the terms and conditions of this Agreement, at the Closing:

(a) Deliveries by Seller to Buyer. Seller shall deliver or cause to be delivered to Buyer:

(i) a bill of sale, duly executed by Seller and the applicable Seller Subsidiaries, in the form of Exhibit B hereto (the "**Bill of Sale**");

(ii) an intellectual property assignment agreement, duly executed by Seller and the applicable Seller Subsidiaries, in the form of Exhibit C hereto (the "**IP Assignment Agreement**");

(iii) an assignment and assumption agreement for all transferable or assignable Acquired Contracts, duly executed by Seller and the applicable Seller Subsidiaries, in the form of Exhibit D hereto (the "**Assignment and Assumption Agreement**"); and

(iv) a duly completed and executed IRS Form W-9 of Seller.

(b) Deliveries by Buyer to or on behalf of Seller. Buyer shall deliver or cause to be delivered to Seller:

(i) an amount equal to the Purchase Price, by wire transfer of immediately available funds to the account designated in writing by Seller to Buyer prior to the Closing;

(ii) the Bill of Sale, duly executed by Buyer;

(iii) the IP Assignment Agreement, duly executed by Buyer; and

(iv) the Assignment and Assumption Agreement, duly executed by Buyer.

Section 2.7 Allocation of Consideration.

Within one hundred twenty (120) days after the Closing Date, Buyer will provide Seller with a draft of IRS Form 8594 and any required exhibits thereto (the "**Asset Acquisition Statement**") with Buyer's proposed allocation of the consideration paid among the Acquired Assets in accordance with Section 1060 of the Code. For purposes of this Section 2.7, the consideration paid shall be equal to the Purchase Price plus that portion of the Assumed Liabilities that are considered assumed liabilities for federal income tax purposes, if any; it being understood, however, that for purposes of the Asset Acquisition Statement, no payment shall be treated for U.S. federal or other applicable income Tax purposes as having been made to Buyer in exchange for Buyer's assumption of any liabilities or obligations hereunder under the principles of *James M. Pierce Corp. v. Commissioner*, 326 F.2d 67 (8th Cir. 1964). If within forty-five (45) days after receiving such Asset Acquisition Statement, Seller proposes to Buyer any changes to such Asset Acquisition Statement then Buyer and Seller shall cooperate in good faith to resolve any dispute; provided, however, that if Seller and Buyer are unable to resolve any such dispute within sixty (60) days following the receipt of Buyer or Seller's proposed changes, such dispute shall be submitted to PricewaterhouseCoopers LLP (the "**Accountant**") for resolution. The fees and expenses of the Accountant shall be borne equally by Seller and Buyer. If Seller does not propose any changes to the Asset Acquisition Statement within such forty-five (45) day period then the Asset Acquisition Statement (as prepared by Buyer) shall be deemed final. Buyer and Seller shall file all applicable Tax Returns and reports consistent with the allocation provided in the Asset Acquisition Statement (as finalized) and shall not take any position before an applicable Taxing Authority inconsistent with the Asset Acquisition Statement unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Code.

Section 2.8 Withholding.

Buyer (and its agents) shall be entitled to deduct and withhold from any consideration payable pursuant to this Agreement such amounts as are required to be deducted or withheld therefrom under any applicable Law. In such case, to the extent such amounts are so deducted or withheld and timely paid over to the applicable Taxing Authority, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

Section 2.9 Designation of Acquired Contracts.

Notwithstanding anything in this Agreement to the contrary, Buyer may, in its sole and absolute discretion, by written notice to Seller, amend or revise Schedule 2.1(a) in order to:

(a) eliminate any Contract from Schedule 2.1(a) at any time during the period commencing from the date hereof and ending on the date that is two (2) Business Days prior to the Closing Date; or

(b) add any Contract that relates to the Acquired Assets or the Acquired Technology to Schedule 2.1(a) at any time during the period commencing from the date hereof and ending on the date that is two (2) Business Days prior to the effective date of any chapter 11 plan; provided that the counterparty to such Contract is provided sufficient notice and an opportunity to object to such assumption and assignment in accordance with the Bidding Procedures Order; and provided further that Buyer's deadline to add any Outbound License Agreement to Schedule 2.1(a) shall be two (2) Business Days prior to the Sale Hearing except as otherwise agreed by Buyer and any non-Seller counterparty to an Outbound License Agreement.

Automatically upon the addition of any Contract to Schedule 2.1(a), such Contract shall be an Acquired Contract for all purposes under this Agreement, until such time (if any) as such Contract is eliminated from Schedule 2.1(a). Automatically upon the removal of any Contract from Schedule 2.1(a), such Contract shall be a Retained Asset for all purposes of this Agreement, and no Liabilities arising thereunder shall be assumed or borne by Buyer, and no such removal shall result in any adjustment to the Purchase Price. If Buyer adds one or more Contracts to Schedule 2.1(a) after the date hereof, Seller shall file any supplemental motion required to assume and assign such additional Contracts and shall provide such supplemental notice as is required under the Bidding Procedures Order. Seller shall obtain Buyer's prior written consent prior to filing any motion or notice at any time seeking to reject any Contract listed on Schedule 2.1(a), and Seller shall not file any motion or notice at any time seeking to reject any Contract listed on Schedule 2.1(a) without such consent. Prior to the Closing Date, Seller shall not terminate, amend, supplement, modify, waive any rights under, or create any adverse interest with respect to any Acquired Contract without the prior written consent of Buyer.

Section 2.10 Contract Cures.

(a) Seller shall be solely responsible for the payment of all Cure Costs necessary to cure all defaults under the Acquired Contracts in connection with the assumption and assignment thereof to Buyer pursuant to Section 365 of the Bankruptcy Code. Seller shall serve on each counterparty to an Acquired Contract, in accordance with the Bidding Procedures Order, a

notice, in form and substance reasonably acceptable to Buyer, setting forth the Cure Costs, if any, that Seller believes are required to cure all defaults under such Acquired Contract.

(b) In the event of any objection by a counterparty to an Acquired Contract to (A) the Cure Costs asserted by Seller, (B) the adequate assurance of future performance to be provided by Buyer, or (C) any other aspect of the proposed assumption and assignment of such Acquired Contract (each, a "**Cure/Assumption Objection**"), Seller shall use reasonable best efforts to resolve any such Cure/Assumption Objection (with the prior written consent of Buyer, not to be unreasonably withheld); provided that (x) Seller shall be solely responsible for resolving any Cure Cost objection and any objection other than an objection based solely on Buyer's adequate assurance of future performance, (y) Buyer shall reasonably cooperate with Seller in connection with any objection relating to adequate assurance of future performance, and (z) if reasonably requested by Buyer, Seller shall prosecute to conclusion any Cure/Assumption Objection interposed by a counterparty. In no event shall Seller settle any Cure/Assumption Objection without the express prior written consent of Buyer. Seller shall litigate before the Bankruptcy Court any Cure/Assumption Objection that cannot be settled with the prior written consent of Buyer and shall request that the Bankruptcy Court hear and determine such objection on an expedited basis.

(c) If any Cure/Assumption Objection with respect to an Acquired Contract has not been resolved prior to the Closing (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty), (i) Buyer may, in its sole discretion, by written notice to Seller, elect to remove such Acquired Contract from Schedule 2.1(a), in which case such Contract shall be a Retained Asset for all purposes of this Agreement and no Liabilities arising thereunder shall be assumed or borne by Buyer, or (ii) Buyer may elect to temporarily treat such Contract as a "**Designated Contract**" and proceed to Closing without any modification to Purchase Price, without the assignment of such Designated Contract, and determine within seven (7) Business Days after resolution of such objection (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty) whether to treat such Designated Contract as an Acquired Contract or a Retained Asset. For any Acquired Contracts that are the subject of a pending Cure/Assumption Objection with respect solely to the amount of the Cure Cost at the time of Closing, Seller shall reserve funding for such disputed Cure Costs pending resolution of the dispute. Upon resolution of any Cure/Assumption Objection following the Closing, Seller shall promptly assume and assign such Contract to Buyer in accordance with Section 365 of the Bankruptcy Code.

Section 2.11 Previously Omitted Contracts.

If prior to or after the Closing it is discovered that a Contract related to the Acquired Assets or the Acquired Technology should have been listed on Schedule 3.6(a) or Schedule 3.13(i) but was not so listed (any such Contract, a "**Previously Omitted Contract**"), Seller shall, promptly following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and provide Buyer with a copy of such Previously Omitted Contract and the Cure Costs (if any) in respect thereof. Buyer shall thereafter have the right, by written notice to Seller delivered no later than ten (10) Business Days following such notice, to designate such Previously Omitted Contract as an Acquired Contract. If Buyer so designates a Previously Omitted Contract as an Acquired

Contract, Seller shall promptly file such motions under Section 365 of the Bankruptcy Code as are necessary to obtain an order of the Bankruptcy Court authorizing the assumption and assignment thereof to Buyer, and such Previously Omitted Contract shall be deemed an Acquired Contract for all purposes under this Agreement. If Buyer does not timely designate such Previously Omitted Contract as an Acquired Contract, such Previously Omitted Contract shall be a Retained Asset for all purposes of this Agreement.

Section 2.12 Designated Purchaser.

In connection with the Closing, Buyer shall be entitled to designate one or more of its Affiliates to purchase specified Acquired Assets and assume any applicable Assumed Liabilities on and after the Closing Date (any such Affiliate of Buyer that shall be properly designated by Buyer in accordance with this Section 2.12, a "**Designated Purchaser**"); provided that (i) no such designation shall release or relieve Buyer of any of its obligations under this Agreement or the other Transaction Agreements, (ii) no such designation shall impede or delay the Closing or require any additional Consent, and (iii) Buyer shall be jointly and severally liable with any Designated Purchaser for all obligations of such Designated Purchaser under this Agreement and the other Transaction Agreements. At and after the Closing, Buyer shall, or shall cause its Designated Purchaser(s) to, honor Buyer's obligations at the Closing. After the Closing, any reference to Buyer made in this Agreement in respect of any purchase or assumption referred to in this Agreement shall include reference to the appropriate Designated Purchaser(s), if any. Buyer shall give Seller not less than three (3) Business Days' written notice of any such designation, which notice shall identify the applicable Designated Purchaser(s) and the Acquired Assets and Assumed Liabilities to be transferred to or assumed by each such Designated Purchaser.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth on the disclosure schedule delivered to Buyer on the date hereof (the "**Disclosure Schedule**"), Seller represents and warrants to Buyer as follows:

Section 3.1 Organization and Good Standing.

Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite corporate power and authority to Exploit the Acquired Assets and the Acquired Technology as currently conducted and to perform all of its obligations under the Transaction Agreements. Seller is duly qualified and authorized to conduct business and is in good standing under the laws of each jurisdiction in which it owns or leases real property and in each other jurisdiction where such qualification or authorization is required, except where the lack of such qualification or authorization has not had and would not reasonably be expected to have a Material Adverse Effect.

Section 3.2 Power and Authority.

Seller has all requisite corporate power and authority to enter into, deliver and perform its obligations under the Transaction Agreements and to carry out the Contemplated Transactions, subject to entry of the Sale Order. Seller has duly authorized and approved, by all required action on the part of Seller, the execution, performance and delivery of the Transaction

Agreements and the consummation of the Contemplated Transactions, subject to entry of the Sale Order. Each of the Transaction Agreements constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles. No approval or action of the shareholders of Seller is required in connection with the Contemplated Transactions.

Section 3.3 No Conflict; No Violation of Laws.

The execution, delivery and performance by Seller of each of the Transaction Agreements and the consummation of the Contemplated Transactions, and the compliance with or fulfillment of the terms, conditions or provisions hereof and thereof will not: (i) contradict, conflict with or result in the breach or violation of any provision of the Governing Documents of Seller, (ii) contradict, conflict with or result in the breach or violation of (with or without notice or lapse of time or both) any Law applicable to Seller or by which its properties are bound or affected, with respect to the Acquired Technology or the Acquired Assets, (iii) result in the creation of, or require the creation of, any Lien upon any of the Acquired Technology or Acquired Assets or (iv) require any notice to or filing with, or any Consent of, any Governmental Authority or any other Person, except in the cases of clauses (ii), (iii) or (iv), to the extent such conflict would not reasonably be expected to have a Material Adverse Effect.

Section 3.4 Sufficiency of Assets; Ownership of Assets.

(a) Excluding any Real Property, Employees, machinery, lab and office equipment, furniture, furnishings and fixtures, the Acquired Assets constitute all of the assets (including Intellectual Property) that are owned or purported to be owned by Seller or any of its Affiliates that are necessary for Buyer to Exploit the Acquired Technology as Exploited by Seller in the Ordinary Course as of and prior to the date hereof, including every such asset that Seller used in connection with the Exploitation of the Acquired Technology and the Acquired Intellectual Property, other than rights to assets that are generally commercially available pursuant to standard terms and conditions. Other than the Licensed Intellectual Property, Seller and the Seller Subsidiaries own and control all assets necessary for Buyer to Exploit the Acquired Technology and the Acquired Intellectual Property.

(b) Subject to this Section 3.4, Seller has good, valid and marketable title to or an enforceable license or leasehold interest in the Acquired Assets free and clear of any Liens, other than Permitted Liens and, at the Closing, Buyer will acquire good and valid title to, or an enforceable license or leasehold interest in, all of the Acquired Assets, free and clear of all Liens, except for Permitted Liens.

Section 3.5 Real Property.

Seller is not conveying any interest in Real Property in connection with the Contemplated Transactions.

Section 3.6 Contracts; Permits; Prepaid Expenses.

(a) Schedule 3.6(a) sets forth all of the following legally binding contracts, leases (excluding any lease for Real Property), indentures, mortgages, notes, bonds, loans, licenses, sublicenses, instruments, commitments, sales, purchase orders and other arrangements, undertakings, obligations or understandings, oral or written, formal or informal, in effect as of the date hereof to which Seller or any of its Affiliates are party and that are related to the Exploitation of the Acquired Technology or the Acquired Assets, other than any confidentiality, non-disclosure or similar agreement entered into by Seller or any of its Affiliates in the Ordinary Course (together with the Intellectual Property Licenses set forth in Schedule 3.13(i), the "**Contracts**"):

(i) Contracts involving aggregate future payments by or to Seller in respect of the Exploitation of any Acquired Technology or the Acquired Assets in excess of $250,000 in any twelve (12)-month period that are not cancellable on thirty (30) days' or less than thirty (30) days' notice;

(ii) Contracts that are partnership, joint venture or similar agreements;

(iii) Contracts that are research and development agreements involving aggregate future payments in excess of $50,000 in any twelve (12)-month period, clinical trial agreements, clinical research agreements or similar agreements;

(iv) Contracts with respect to the acquisition or disposition of any portion of the Acquired Technology or the Acquired Assets;

(v) Contracts that contain non-competition or non-solicitation provisions, or any other material restrictions on the Exploitation of any Acquired Technology or Acquired Assets (including geographical restrictions or restrictions with respect to any fields, targets, indications, or therapeutic areas);

(vi) Contracts that contain an option or grant any right of first refusal or right of first offer, right of first negotiation or similar right in favor of a party other than Seller or that limits or purports to limit the ability of Seller or its Affiliates to own, operate, sell, transfer, pledge or otherwise dispose of any item of the Acquired Assets or the Acquired Technology;

(vii) Contracts with a Governmental Authority;

(viii) Contracts in which Seller has (A) granted development rights, "most favored nation" pricing provisions, or marketing or distribution rights relating to the Acquired Technology or Acquired Assets or (B) agreed to purchase a minimum quantity of goods relating to the Acquired Technology or Acquired Assets or has agreed to purchase goods relating to the Acquired Technology or Acquired Assets exclusively from a certain party;

(ix) Contracts involving a manufacturing, supply or tolling agreement or arrangement that commits Seller to purchase goods or supplies in excess of $50,000 in any future twelve (12)-month period; and

(x) All other Contracts to which Seller or any Affiliates of Seller is a party, which are material to the Exploitation of the Acquired Technology.

(b) A true and complete copy of each Contract has been made available to Buyer. All Contracts are legal, valid, binding and in full force and effect and enforceable by Seller in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles. As to each Contract, there does not exist thereunder any material breach or default on the part of Seller or, to the Knowledge of Seller, any other party to such Contract, and no event has occurred that (with or without the lapse of time or the giving of notice or both) would constitute a breach or default by Seller or (to the Knowledge of Seller) any other party thereunder and Seller has not received any written notice of such breach or default. As of the date hereof, no party to any of the Contracts has exercised any termination rights with respect thereto, and no such party has given written notice to Seller of any significant dispute with respect to any Contract. Except as set forth on Schedule 3.6(b), none of the execution and delivery of this Agreement by Seller or the consummation of the Contemplated Transactions will conflict with, or result in any violation, breach of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any material obligation or the loss of a material benefit under, any provision of any Contract.

(c) Subject to the Bankruptcy Court's subsequent determination of a different amount, Schedule 3.6(c) sets forth a true and complete list of all amounts that, as of the date hereof, are past due and unpaid by Seller or any of its Affiliates under each Acquired Contract, including all unpaid invoices, accrued but unpaid fees, reimbursable expenses and any other outstanding obligations owed to the counterparty thereto (the "**Unpaid Contract Amounts**"). Subject to the Bankruptcy Court's subsequent determination of a different amount, the aggregate Unpaid Contract Amounts do not exceed $1,193,118.67. Subject to the Bankruptcy Court's subsequent determination of a different amount, except as set forth on Schedule 3.6(c), there are no other amounts that would constitute Cure Costs with respect to any Acquired Contract.

(d) Except as set forth on Schedule 3.6(d), there are no material Permits that relate to the Acquired Assets.

(e) There are no material prepaid expenses or deposits related to the Acquired Assets.

Section 3.7 Litigation.

As of the date hereof, (a) there is no Legal Proceeding pending or, to the Knowledge of Seller, threatened against Seller or its Affiliates with respect to the Exploitation of the Acquired Technology or the Acquired Assets before any arbitrator, mediator or Governmental Authority, and (b) no Legal Proceedings are pending or, to the Knowledge of Seller, threatened against Seller or its Affiliates that would adversely affect the ability of (i) Seller to consummate the

Contemplated Transactions or (ii) Buyer to Exploit the Acquired Technology and Acquired Intellectual Property following the Closing without interruption. Neither the Exploitation of any Acquired Technology nor any Acquired Asset is subject to or in breach or violation of any outstanding Governmental Order or settlement issued or approved by any Governmental Authority. There are no Legal Proceedings pending in which Seller is the plaintiff or claimant and that relate to the Exploitation of the Acquired Assets or the Acquired Technology.

Section 3.8 Absence of Changes or Events.

Since January 1, 2024, there has been no change, occurrence, circumstance or event that has resulted in, or would reasonably be expected to result in, a Material Adverse Effect.

Section 3.9 Compliance with Laws; Regulatory Compliance.

(a) (i) Seller and its Affiliates are and have been, and (ii) the Exploitation of the Acquired Technology and the Acquired Assets is and has been, conducted in compliance with any Law or Governmental Order that is applicable to the Exploitation of the Acquired Technology and the Acquired Assets.

(b) With respect to the Acquired Technology and the Acquired Assets:

(i) Seller and its Affiliates have obtained and have held and do hold, all necessary and applicable Permits required by any Governmental Authority or Law to Exploit the Acquired Technology and the Acquired Assets for any activities they have conducted to date. Such necessary and required Permits to Exploit the Acquired Technology and the Acquired Assets are listed on Schedule 3.9(b)(i) and such Permits are in full force and effect;

(ii) Seller and its Affiliates are, and have been, in material compliance with all terms and conditions of such necessary and applicable Permits under clause (i) for such Exploitation activities and with all applicable legal requirements pertaining to such activities, with respect to the Acquired Technology and the Acquired Assets which are not required to be the subject of a Permit; and

(iii) Seller and its Affiliates are, and have been, in compliance in all material respects with all legal requirements regarding registration, license or certification for each site at which any Acquired Technology is manufactured.

(c) None of Seller or any of its Affiliates have, and, to the Knowledge of Seller, no other Person has received from any Governmental Authority any written notice of, or been charged by any Governmental Authority with, the violation of or Liability under any Laws with respect to any Acquired Technology or Acquired Assets. None of Seller or any of its Affiliates are, and, to the Knowledge of Seller, no other Person is under investigation with respect to a material violation of or Liability under any Laws as it relates to any Acquired Technology or Acquired Assets.

(d) No human clinical trials have been conducted in connection with any Acquired Technology or Acquired Asset since 2011. All human clinical trials conducted by or on behalf of Seller or any of its Affiliates and, to the Knowledge of Seller, all other human

clinical trials conducted in connection with any Acquired Technology or Acquired Asset, have been conducted in material compliance with research protocols and all applicable Laws. No clinical trial conducted in connection with any Acquired Technology or Acquired Asset has been terminated or suspended prior to completion, and neither the FDA nor any other applicable Governmental Authority, clinical investigator that has participated or is participating in, or institutional review board that has or has had jurisdiction over, a clinical trial conducted in connection with any Acquired Technology or Acquired Asset has commenced, or, to the Knowledge of Seller, threatened to initiate, any action to place a clinical hold order on, or otherwise terminate, delay or suspend, any proposed or ongoing clinical investigation conducted or proposed to be conducted in connection with any Acquired Technology. All preclinical studies and other studies and tests conducted by or on behalf of Seller or its Affiliates and, to the Knowledge of Seller, all other preclinical studies and other studies and tests conducted in connection with the Acquired Technology and Acquired Assets have been and are being (as applicable), conducted in material compliance with research protocols and all applicable Laws.

(e) None of Seller or any of its Affiliates have, and, to the Knowledge of Seller, no other Person has, with respect to any Acquired Technology or Acquired Asset, (i) been subject to a Governmental Authority shutdown or import or export prohibition or (ii) received any FDA Form 483, or other notice of inspectional observations, "warning letters," "untitled letters" or written requests or requirements to make any change to any product candidate or any of Seller's or its Affiliates or such other Person's processes or procedures, or any similar correspondence from any Governmental Authority in respect of any Acquired Technology or Acquired Asset alleging or asserting noncompliance with any applicable Law, permit or any such requests or requirements of a Governmental Authority and, to the Knowledge of Seller, no Governmental Authority is considering such action. As of the date hereof, none of Seller or any of its Affiliates have, and to the Knowledge of Seller, no other Person has voluntarily or involuntarily initiated, conducted, or issued, or caused to be initiated, conducted, or issued, any public notice or action relating to an alleged lack of safety or efficacy or material regulatory compliance with respect to any compound, product or therapy containing any Acquired Technology or otherwise arising from any Acquired Asset.

(f) All compounds, products and therapies including, incorporating or otherwise arising from the Exploitation of any Acquired Technology or Acquired Asset, if any, that are, as of the date hereof, subject to the jurisdiction of the FDA or Governmental Authorities in other jurisdictions are being manufactured, imported, exported, processed, developed, labeled, stored, and tested by or on behalf of Seller or any of its Affiliates or, to the Knowledge of Seller, by or on behalf of any other Person, in material compliance with all applicable requirements under any Permit or applicable Law. To the extent applicable in connection with the Exploitation of any Acquired Technology or Acquired Asset, all applications, notifications, submissions, information, claims, reports and statistics, and other data and conclusions derived therefrom, utilized as the basis for or submitted in connection with any and all requests for a Permit from the FDA or other applicable Governmental Authority relating to such Acquired Technology or Acquired Asset, when submitted to the FDA or other applicable Governmental Authority by or on behalf of Seller or any of its Affiliates and, to the Knowledge of Seller, those submitted by or on behalf of any other Person, were true, complete and correct in all material respects as of the date of submission and any necessary or required updates, changes, corrections or modifications to such applications, submissions, information and data have been submitted to the FDA or other applicable

Governmental Authority. None of Seller or any of its Affiliates and, to the Knowledge of Seller, no other Person, has received any notice or other communication, in writing, via telephone or other forms of rapid communication, from any Governmental Authority requiring, or threatening to require, the termination or suspension or investigation of any pre-clinical studies of any such compound, product or therapy. There are no investigations, suits, claims, actions or proceedings pending or threatened in writing against Seller or its Affiliates or, to the Knowledge of Seller, any other Person with respect to any compound, product or therapy containing any Acquired Technology or otherwise arising from any Acquired Asset, or alleging any material violation by Seller or its Affiliates or any other Person with respect to any such compound, product or therapy of any such Law.

(g) With respect to the Acquired Technology and the Acquired Assets, none of Seller or any of its Affiliates or any of its or their officers, Service Providers or agents, or, to the Knowledge of Seller, any clinical investigator or other third party involved in the Exploitation of any Acquired Technology or Acquired Asset, has (i) made an untrue statement of a material fact or fraudulent statement to any Governmental Authority, (ii) failed to disclose a material fact required to be disclosed to any Governmental Authority, or (iii) committed an act, made a statement, or failed to make a statement, including with respect to any scientific data or information, that, at the time such disclosure was made or failure to disclose occurred, would reasonably be expected to provide a basis for the FDA to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Fed. Reg. 46191 (Sept. 10, 1991), and any amendments thereto, or any similar policy or any other statute or regulation regarding the communication or submission of false information to any applicable Governmental Authority. None of Seller or any of its Affiliates or any of its or their officers, Service Providers, agents or, to the Knowledge of Seller, any clinical investigator or other third party involved in the Exploitation of any Acquired Technology or Acquired Asset, is or has been convicted of any crime or engaged in any conduct that has resulted in, or would reasonably be expected to result in, debarment from participation in any program related to pharmaceutical products pursuant to 21 U.S.C. Section 335a (a) or (b).

Section 3.10 Employee Matters.

(a) No Liabilities relating to any Service Provider are included in the Assumed Liabilities.

(b) Seller has provided Buyer a copy of the Employee Census that is true and accurate as of the date of this Agreement.

(c) Except as set forth in Schedule 3.10(c), in the past three (3) years, Seller has not experienced a "plant closing" or "mass layoff" (as defined in the WARN Act) with respect to the Acquired Intellectual Property business to which there is any unsatisfied Liability.

(d) Seller and its Affiliates are in compliance in all material respects with all applicable Laws respecting employment and labor to the extent they relate to the Employees or current or former employees of Seller or its Affiliates with respect to the Acquired Intellectual Property business, including those related to wages and hours (including minimum wage and overtime Laws and wage payment Laws), collective bargaining, unemployment

insurance, workers' compensation, classification, hiring, termination, immigration, retaliation, harassment and discrimination, disability rights and benefits, affirmative action, and employee layoffs, employee notification, leave, health and safety, and child labor.

(e) Neither Seller nor any of its Affiliates is a party to or bound by any Collective Bargaining Agreement. No labor union, labor organization, or employee representative body has been certified or recognized as the representative of any Employee or the Acquired Intellectual Property business. There are no pending or, to the Knowledge of Seller, threatened organizational campaigns, card solicitations, petitions, or other unionization activities with respect to any Employee or the Acquired Intellectual Property business. There is no pending or, to the Knowledge of Seller, threatened labor strike, slowdown, work stoppage, lockout, or other material labor dispute affecting any Employees or the Acquired Intellectual Property business.

(f) There are no pending or, to the Knowledge of Seller, threatened actions against Seller or any of its Affiliates brought by or on behalf of or with regard to any Employee or by any Governmental Authority relating to any Employee, including any charge, complaint, claim, investigation, or proceeding relating to alleged employment discrimination, harassment, retaliation, wage and hour violations, unfair labor practices, occupational safety violations, or workers' compensation claims.

(g) None of Seller or its Affiliates has entered into any Contract prohibiting or limiting any Employee from accepting employment or otherwise engaging to provide services to Buyer or any of its Affiliates.

Section 3.11 Benefit Plans.

(a) There are no Seller Plans, or Liabilities related thereto, included in the Acquired Assets or Assumed Liabilities.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions, will, either alone or in combination with another event: (i) materially increase the amount of any compensation or benefits due to any Employee; (ii) accelerate the timing of payment, vesting or funding of any material compensation or benefits to any Employee; (iii) entitle any Employee to any payment of compensation; or (iv) result in any Employee who is a "disqualified individual" of Seller or its Affiliates receiving any "excess parachute payment" (as each such term is defined in Section 280G of the Code), determined without regard to any arrangements that may be implemented by, or at the direction of, Buyer or any of its Affiliates.

(c) No Seller Plan is, and neither Seller nor any ERISA Affiliate has, or has had in the past six (6) years, any current or contingent Liability with respect to (i) a plan or arrangement that is subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, including a "multiemployer plan" as defined in Section 3(37) of ERISA, or (ii) a plan that provides post-retirement health, welfare or life insurance benefits to any Service Provider (other than health continuation coverage required by law).

(d) No "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975 of the Code) has occurred with respect to any Seller Plan that would reasonably be expected to result in a Liability to Seller.

Section 3.12 Taxes.

(a) All material Tax Returns required to be filed by Seller or any Affiliated Group of which Seller is or was a member with respect to the Acquired Assets or the Assumed Liabilities have been duly and timely filed (taking into account applicable extensions) and all such Tax Returns are true, correct and complete in all material respects. Seller has paid (or caused to be paid) all Taxes with respect to the Acquired Assets or the Assumed Liabilities that are due and payable.

(b) Seller (i) is not currently the beneficiary of any extension of time within which to file any Tax Return in respect of a material amount of Taxes other than extensions of time to file Tax Returns obtained in the ordinary course of business and (ii) has not waived any statute of limitations in respect of material Taxes, in each case, with respect to the Acquired Technology, the Acquired Assets or the Assumed Liabilities.

(c) There is no Tax Contest now proposed in writing or, to the Knowledge of Seller, pending against or with respect to the Acquired Assets or the Assumed Liabilities. All deficiencies asserted or assessments made by any Taxing Authority with respect to the Acquired Assets or the Assumed Liabilities have been fully paid, settled or withdrawn. There are no outstanding extensions or waivers of the statutory period of limitation applicable to any claim for, or the period for the collection or assessment of, Taxes with respect to the Acquired Assets or the Assumed Liabilities.

(d) No Acquired Contract is a Tax allocation, Tax sharing, Tax indemnification or similar Contract that would, in any manner, bind, obligate or restrict Buyer or its Affiliates (or the Acquired Assets).

(e) There are no Liens for Taxes on the Acquired Assets, except for Permitted Liens.

(f) Seller has withheld all material amounts of Taxes relating to the Acquired Technology, the Acquired Assets and the Assumed Liabilities as are required to be withheld under applicable Law and has timely paid or remitted all such Taxes to the appropriate Governmental Authority.

(g) No written claim has been received from any Governmental Authority in a jurisdiction in which Seller does not currently file a Tax Return that such Seller may be subject to Tax in such jurisdiction with respect to the Acquired Technology, the Acquired Assets or the Assumed Liabilities.

Section 3.13 Intellectual Property.

(a) Schedule 3.13(a) sets forth a complete and accurate list of all registered and pending applications for registration of Intellectual Property included in the

Acquired Intellectual Property (each such item of Intellectual Property required to be set forth on Schedule 3.13(a), the "**Registered IP**"). Schedule 3.13(a) lists (i) the owner of record for each item of Registered IP, (ii) the jurisdictions in which each item of Registered IP has been issued, registered, otherwise arises or in which any such application for such issuance and registration has been filed and (iii) the registration or application date, as applicable. Each item of Registered IP is subsisting and, to the extent registered or issued, is, to the Knowledge of Seller, valid and enforceable. All necessary registration, maintenance, renewal, and other relevant filing fees due through the Closing Date in connection with the Registered IP have been timely paid or will be timely paid by the Closing Date and all necessary Documents and certificates in connection with the Registered IP have been timely filed or will be timely filed by the Closing Date with the relevant authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining the Registered IP in full force and effect. Except as set forth on Schedule 3.13(a), there are, as of the date of this Agreement, no filings, payments or similar actions that must be taken within sixty (60) days following the Closing Date for the purposes of obtaining, maintaining, perfecting or renewing any such registrations and applications.

(b) Seller or one of its Affiliates exclusively owns all of the Acquired Intellectual Property, free and clear of all Liens (other than Permitted Liens), and possesses legally sufficient, valid and enforceable rights pursuant to written agreements to use all Licensed Intellectual Property as such Intellectual Property is currently used in connection with the Exploitation of the Acquired Technology and the Acquired Assets in the businesses of Seller and each of its Affiliates. Without limiting the warranty in Section 3.4, the Acquired Intellectual Property and such Licensed Intellectual Property include all of the Intellectual Property used in, necessary and sufficient for the Exploitation of the Acquired Technology and the Acquired Assets. Except as set forth on Schedule 3.13(b), no third party has any joint ownership with Seller or any of its Affiliates in any inventions claimed by any issued Patents or pending claims in any applications for Patents included in the Acquired Intellectual Property (or, to the Knowledge of Seller, any Licensed Intellectual Property).

(c) Seller and each of its Affiliates evaluates promptly whether inventions within the Acquired Intellectual Property are patentable and, if so, Seller and its Affiliates has filed promptly patent applications with respect thereto, except where, in the exercise of reasonable business judgment, Seller or any of its Affiliates (as applicable) has decided not to file, or has decided to defer filing, a patent application on a potentially patentable invention. Seller and its Affiliates have complied with all Laws regarding the duty of disclosure, candor and good faith in connection with each Patent included in the Acquired Intellectual Property. No public disclosure or sale by Seller or any of its Affiliates or licensees has occurred which has rendered or would reasonably be expected to render any Patent contained in the Acquired Intellectual Property unenforceable or invalid.

(d) In the past six (6) years, neither the conduct of Seller's or its Affiliates' business with respect to the Acquired Technology nor their Exploitation of the Acquired Technology or the Acquired Intellectual Property has misappropriated, infringed or otherwise violated or is currently infringing, misappropriating or otherwise violating any Intellectual Property of any Person. Neither Seller nor any of its Affiliates has received any written notice from any Person (i) claiming any violation, misappropriation or infringement of the Intellectual Property of such Person or (ii) contesting the use, ownership, validity or enforceability of any of the

Acquired Intellectual Property. There is no action pending, or, to the Knowledge of Seller, threatened, against Seller or any of its Affiliates claiming or contesting any of the foregoing and neither Seller nor any of its Affiliates is aware of any basis for any such claim. No Acquired Intellectual Property is subject to any pending or outstanding judgment that restricts the use, transfer or registration of, or affects the validity or enforceability of, any such Acquired Intellectual Property.

(e) To the Knowledge of Seller, no Person has misappropriated, infringed or otherwise violated or is infringing, misappropriating or otherwise violating any Acquired Intellectual Property, and no such claim has been made against any other Person by Seller or any of its Affiliates. None of Seller or any of its Affiliates have given notice to any other Person of any of the foregoing.

(f) Seller and each of its Affiliates has taken commercially reasonable measures to maintain the confidentiality, secrecy and value of all material Know-How included in the Acquired Intellectual Property, and to prevent the unauthorized disclosure or use thereof. No such Know-How has been authorized to be disclosed or has been actually disclosed by Seller or any of its Affiliates to any Person other than pursuant to a written non-disclosure agreement or written confidentiality obligation restricting the disclosure and use of such Know-How, and to the Knowledge of Seller, no such Person is in default of any such agreement.

(g) No past or present founder, director, officer, employee, consultant or independent contractor of Seller or any of its Affiliates owns (or has any claim, or any right (whether or not currently exercisable) to any ownership interest, in or to) any Acquired Intellectual Property that is or could be material to the Exploitation of the Acquired Technology or the Acquired Assets. Each current and former founder, employee, officer and director of Seller or any of its Affiliates, each current and former independent contractor and consultant of Seller or any of its Affiliates, and any other Person who is or has been involved in the creation or development of any Intellectual Property for or on behalf of Seller or any of its Affiliates and claiming or covering any Acquired Technology or otherwise included in the Acquired Intellectual Property has executed a valid and enforceable written agreement (i) requiring such Person to maintain the confidentiality of all confidential information of Seller and its Affiliates, (ii) permitting such Person to use such information only for the benefit of Seller or its Affiliates in the scope of such Person's employment or engagement by Seller and its Affiliates (as the case may be) and (iii) containing a present assignment to Seller or one of its Affiliates of all rights, title and interest in and to all Intellectual Property created or developed for Seller or any of its Affiliates in the course of such Person's employment or retention thereby. There is no material uncured breach by Seller or any of its Affiliates, or to the Knowledge of Seller, the counterparty, under any such agreement. Seller has made available to Buyer copies of all such agreements (or Seller's forms thereof).

(h) Neither Seller nor any of its Affiliates is required to make any payments by way of royalties, fees or otherwise to any owner, licensor of, or other claimant to, any Acquired Intellectual Property, or any other Person, with respect to the use thereof or in connection with the Exploitation of any Acquired Technology or Acquired Intellectual Property.

(i) Schedule 3.13(i) sets forth a complete and accurate list of all Intellectual Property Licenses. Seller has delivered to Buyer true, correct and complete copies of

each Intellectual Property License, together with all amendments, modifications or supplements thereto.

(j) No funding, facilities, or personnel of any Governmental Authority or any university, college, or other educational institution, or research center are or were used, in whole or in part in the development of any Acquired Intellectual Property. No individual Person who contributed to the creation or development of any Acquired Intellectual Property has performed services for the government or a university, college, other educational institution or research center during a period of time during which such Person was also performing services for Seller or any of its Affiliates with respect to the Acquired Technology or any Acquired Intellectual Property in a manner that would result in such government, university, college, institution, or research center having rights or interests in or to the Acquired Technology or any Acquired Intellectual Property.

(k) Neither the execution of this Agreement nor the consummation of the Contemplated Transactions will result in (i) the loss or impairment of Buyer's right to own or use any of the Acquired Intellectual Property or the Acquired Technology or (ii) the payment of any additional consideration by Buyer for Buyer's right to own or use any of the Acquired Intellectual Property or the Acquired Technology.

Section 3.14 No Broker's or Finder's Fees.

No agent, broker, or finder acting on behalf of Seller or any of its Affiliates is or will be entitled to any broker's or finder's fee or any other commission or fee in connection with any of the Contemplated Transactions. Seller has provided to Buyer any and all engagement letters with banks related to sale of assets or bankruptcy.

Section 3.15 No Inducement or Reliance.

Seller has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Buyer (or its Affiliates, officers, directors, employees, agents or representatives) that are not expressly set forth in ARTICLE IV hereof, whether or not any such representations, warranties or statements were made in writing or orally.

Section 3.16 Disclaimer.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF ITS AFFILIATES, REPRESENTATIVES OR ADVISORS HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, TO BUYER OR ANY OTHER PERSON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY MADE BY SELLER IN THIS ARTICLE III. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO REPRESENTATION OR WARRANTY HAS BEEN MADE OR IS BEING MADE HEREIN TO BUYER OR ANY OTHER PERSON (A) AS TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY, WITH RESPECT TO ANY TANGIBLE ASSETS OR AS TO THE CONDITION OR WORKMANSHIP THEREOF OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT (OR ANY

OTHER REPRESENTATION OR WARRANTY REFERRED TO IN SECTION 2-312 OF THE UNIFORM COMMERCIAL CODE OF ANY APPLICABLE JURISDICTION), (B) WITH RESPECT TO ANY PROJECTIONS, FORECASTS, BUSINESS PLANS, ESTIMATES OR BUDGETS DELIVERED TO OR MADE AVAILABLE TO BUYER OR (C) WITH RESPECT TO ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE AT ANY TIME TO BUYER OR ANY OTHER PERSON.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 4.1 Organization and Good Standing.

Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

Section 4.2 Power and Authority.

Buyer has all requisite limited liability company power and authority to enter into, deliver and perform its obligations under the Transaction Agreements and to carry out the Contemplated Transactions. Buyer has duly authorized the execution and delivery of the Transaction Agreements and the Contemplated Transactions. Each of the Transaction Agreements constitutes a valid and binding obligation of Buyer, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 4.3 No Conflict; No Violation of Laws.

The execution, delivery and performance by Buyer of each of the Transaction Agreements and the consummation of the Contemplated Transactions, and the compliance with or fulfillment of the terms, conditions or provisions hereof and thereof will not: (i) conflict with or result in the breach or violation of any provision of the Governing Documents of Buyer, (ii) conflict with or result in the breach or violation of (with or without notice or lapse of time or both) any Law applicable to Buyer or by which its properties are bound or affected, (iii) result in the creation of, or require the creation of, any Lien upon any of the assets of Buyer or (iv) require on the part of Seller or Buyer any notice to or filing with, or any authorization, consent or approval of, any Governmental Authority or any other Person except (A) in the cases of clauses (i), (ii) or (iii), to the extent such conflict, liability or Lien would not, individually or in the aggregate, adversely affect the ability of Buyer to perform its obligations under the Transaction Agreements and (B) in the cases of clause (iv), other than any notice or Consent for which the failure to make such notice or obtain such Consent would not reasonably be expected to adversely affect the ability of Buyer to perform its obligations under the Transaction Agreements.

Section 4.4 Litigation.

As of the date of this Agreement, there is no Legal Proceeding that is pending or, to the knowledge of Buyer, threatened against Buyer that in any manner challenges or seeks to prevent, enjoin, alter or delay the Contemplated Transactions.

Section 4.5 No Broker's or Finder's Fees.

No agent, broker, or finder acting on behalf of Buyer or any of its Affiliates is or will be entitled to any broker's or finder's fee or any other commission or fee in connection with any of the Contemplated Transactions.

Section 4.6 No Inducement.

Buyer has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller (or its Affiliates, officers, directors, employees, agents or representatives) that are not expressly set forth in ARTICLE III hereof (including the Disclosure Schedule), whether or not any such representations, warranties or statements were made in writing or orally.

Section 4.7 Disclaimer.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER BUYER NOR ANY OF ITS AFFILIATES, REPRESENTATIVES OR ADVISORS HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, TO SELLER OR ANY OTHER PERSON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY MADE BY BUYER IN THIS ARTICLE IV.

ARTICLE V
COVENANTS PRIOR TO CLOSING

Section 5.1 Conduct of Business.

(a) Except as otherwise required or contemplated by this Agreement, but in each case subject to the limitations on operations specifically imposed by the Bankruptcy Court, the Bankruptcy Code or the DIP Financing Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall, except (i) as otherwise approved in writing by Buyer (such approval not to be unreasonably withheld, conditioned or delayed), (ii) as expressly provided in this Agreement or (iii) as required by applicable Law, use commercially reasonable efforts to (1) maintain the Acquired Assets and the Acquired Technology as they were on the date hereof and (2) comply with the requirements of the Acquired Contracts and any applicable Law.

(b) Without limiting the generality of the foregoing and except as required or contemplated by this Agreement or any other Transaction Agreement, including due to the limitations on operations specifically imposed by the Bankruptcy Court, the Bankruptcy Code or the DIP Financing Agreement, during the period from the date of this Agreement through the earlier of the Closing Date and the valid termination of this Agreement pursuant to ARTICLE

IX, except (x) as otherwise approved in writing by Buyer (such approval not to be unreasonably withheld, conditioned or delayed), (y) as expressly provided in this Agreement or (z) as required by applicable Law, Seller shall not take any of the following actions in relation to the Acquired Assets or the Acquired Technology:

(i) voluntarily incur any Liability that is not a Retained Liability other than (A) in the Ordinary Course, (B) in connection with the performance or consummation of the Contemplated Transactions, or (C) in connection with the winddown, cessation or discontinuation of any business, operations or activities of Seller that are not necessary for the operation or maintenance of the Acquired Assets or the consummation of the Contemplated Transactions;

(ii) divest, sell or otherwise dispose of, or encumber, any Acquired Assets other than dispositions of obsolete assets (other than Intellectual Property) with an aggregate fair market value not exceeding $5,000;

(iii) enter into, terminate or amend any Contract in connection with the Acquired Technology or the Acquired Assets that would have been required to be set forth in Schedule 3.6(a) if such Contract had been in effect on the date hereof (other than (A) terminations of Contracts as a result of the expiration of the term of such Contracts, or (B) renewals in the Ordinary Course);

(iv) enter into or amend any transaction or contract with an Affiliate related to the Acquired Technology or the Acquired Assets;

(v) settle or commence any claim, action, suit or Legal Proceeding relating to the Acquired Technology or the Acquired Assets, or otherwise fail to prosecute or defend any Intellectual Property-related Legal Proceedings;

(vi) fail to promptly notify Buyer of any third party challenge (including any inter partes review, post-grant review or covered business method review petition), regulatory default or other material adverse development with respect to any Acquired Intellectual Property or other Acquired Asset;

(vii) with respect to any Acquired Intellectual Property, fail to (A) diligently prosecute all pending Patent applications, continuations, continuations-in-part and divisionals (provided that Seller may extend due dates for pending Patent applications in the ordinary course of patent prosecution to the extent such extension would not result in the abandonment, loss or impairment of any Acquired Intellectual Property), (B) timely make and prosecute any Patent term extension and restoration filings, (C) pay any maintenance or similar fees, or (D) take any other actions necessary to prevent the abandonment, loss or impairment of any Acquired Intellectual Property;

(viii) sell, assign, license, sublicense, transfer, convey, abandon, dedicate to the public, or otherwise dispose of any Acquired Intellectual Property or terminate, amend, restate, supplement, waive or impair any rights under any Intellectual Property License, or grant or seek to grant any right or license to any other Person that would conflict with or otherwise impair any rights under any Intellectual Property License;

(ix) disclose (or authorize the disclosure of) any confidential or proprietary information included in the Acquired Intellectual Property, including any Know-How, other than in the Ordinary Course to a Person who is bound by valid written non-use and non-disclosure obligations;

(x) fail to maintain any confidentiality, invention assignment or non-disclosure protections with respect to any Acquired Intellectual Property or Acquired Asset;

(xi) fail to maintain in good standing all regulatory filings, approvals and designations, including to the extent applicable, INDs, NDAs/BLAs, orphan designations and DMFs, or receive notice of any FDA action, warning letter, recall or adverse event matter that could reasonably be expected to affect the value of any Acquired Intellectual Property or Acquired Asset without providing prompt written notice thereof to Buyer;

(xii) correspond or communicate with the FDA or any similar Governmental Authority in writing with respect to the Acquired Technology or the Acquired Assets without providing Buyer prior notice thereof;

(xiii) plan, initiate, supervise or conduct any preclinical and clinical trials with respect to the Acquired Technology (other than preclinical and clinical trials that were conducted, initiated or supervised in connection with the Acquired Technology prior to the date hereof);

(xiv) (i) terminate the employment of any Employee (unless Buyer has notified Seller that such Employee has expressly rejected a Hire Offer or such Employee has failed to satisfy Buyer's customary screening procedures) or (ii) take any action that is intended to, or would reasonably be expected to, discourage any Employee from accepting a Hire Offer;

(xv) except pursuant to an existing Seller Plan disclosed in Schedule 5.1(b)(xv), with respect to (or for the benefit of) any Employee: (A) increase the rate of base salary, wages, or other compensation payable; (B) grant or increase any bonus, incentive compensation, severance, retention, change-in-control, or termination pay or benefit; or (C) accelerate the vesting or payment of any compensation or benefit to such employee;

(xvi) take any action that would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act affecting the Employees or the Acquired Intellectual Property business;

(xvii) enter into any Collective Bargaining Agreement relating to, impacting, or binding on any Employee or the Acquired Intellectual Property business; or

(xviii) authorize, agree, resolve or consent to any of the foregoing.

(c) Nothing contained in this Agreement shall give to Buyer, directly or indirectly, rights to control or direct the operations of the Acquired Assets prior to the Closing Date. Prior to the Closing Date, Seller shall exercise, consistent with and subject to the terms and conditions of this Agreement and the DIP Financing Agreement, complete control and supervision of the Acquired Assets. Notwithstanding anything to the contrary in this Agreement, no consent

of Buyer shall be required with respect to any matter set forth in this Section 5.1 or elsewhere in this Agreement to the extent that the requirement of such consent would violate or conflict with applicable Law.

Section 5.2 Access to Information.

During the period from the date hereof and continuing until the earlier of the third (3rd) anniversary of the Closing Date or the effective date of the chapter 11 plan, Seller shall (a) give Buyer and its Representatives reasonable access to the employees, facilities and the books and records relating to the Acquired Assets as Buyer may reasonably request, (b) permit Buyer to make such inspections relating to the Acquired Assets as it may reasonably require, (c) during such period furnish as promptly as practicable to Buyer any information concerning the Acquired Assets that Buyer may reasonably request and (d) provide Buyer copies of all variance reports, budgets, financial documents and other information provided pursuant to the DIP Financing Agreement or any other debtor-in-possession financing agreement; provided, however, that such access or furnishing of information shall be conducted at Buyer's expense, during normal business hours, under the supervision of Seller's personnel, in such a manner that does not unreasonably interfere with the normal operations and conduct of business of Seller, and Buyer and its Representatives shall give reasonable prior notice of all such access and visits to a designated officer of Seller. Notwithstanding anything to the contrary set forth in this Agreement, (a) Buyer shall not have access to (i) personnel records of Seller relating to individual performance or evaluation records, medical histories, or (ii) information that, in Seller's reasonable opinion, Seller is under a contractual or legal obligation not to supply, and (b) Seller shall not be required to take any action that would constitute a waiver of attorney client or other privilege or would compromise Seller's confidential information not related to the Acquired Assets; provided that, in the case of clause (a)(ii) and (b), Seller shall use commercially reasonable efforts to work in good faith with Buyer to determine a manner to provide such information or access in a manner that would not violate such obligations or waive such privilege.

Section 5.3 Satisfaction of Conditions Precedent.

Subject to the terms and conditions set forth herein and to applicable legal requirements, including the limitations on operations specifically imposed by the Bankruptcy Court, the Bankruptcy Code or the DIP Financing Agreement, each of the parties shall cooperate and use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, and assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Contemplated Transactions, including the satisfaction of the respective conditions set forth in ARTICLE VI.

Section 5.4 Further Assurances; Consents of Third Parties; Governmental Approvals.

Subject to the limitations on operations specifically imposed by the Bankruptcy Court, the Bankruptcy Code or the DIP Financing Agreement, Seller and Buyer shall cooperate with the other party and use their respective reasonable best efforts to promptly take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary, proper or advisable

to cause the conditions to Closing to be satisfied as promptly as practicable and to consummate the Contemplated Transactions; provided, however, that (other than as set forth in Section 5.5) such action shall not include any requirement of Buyer, Seller or any of their respective Affiliates or Representatives to pay money to any third party, commence or participate in any Legal Proceeding or offer or grant any accommodation (financial or otherwise) to any third party. Without limiting the foregoing, prior to the Closing, each party shall use its reasonable best efforts to (a) obtain any Consents from, and provide such notices to, Governmental Authorities and third parties under the Acquired Contracts as are required and reasonably necessary to effect the consummation of the Contemplated Transactions or accomplish the assignment of the Acquired Contracts to Buyer and (b) lift any injunction prohibiting, or any other legal bar to, the consummation of the Contemplated Transactions.

Section 5.5 Regulatory Filings and Cooperation; Filing Fees.

(a) In addition to its obligations under Section 5.4, each of the parties shall, and shall cause its Affiliates to, use commercially reasonable efforts to prepare and file, as promptly as practicable after the date hereof, all notices, reports, and other documents required to be filed by it or any of its Affiliates with any Governmental Authority with respect to the Contemplated Transactions.

(b) Each of Seller and Buyer shall, and shall cause its Affiliates to: (i) cooperate in good faith and in a timely manner with any Governmental Authority in connection with any review, investigation, or inquiry relating to the Contemplated Transactions, including by promptly responding to any request for information or documentation from any Governmental Authority; (ii) promptly notify the other party in writing of any communication received by it or any of its Affiliates from any Governmental Authority relating to the Contemplated Transactions and, to the extent permitted by applicable Law and such Governmental Authority, provide the other party with copies of all written communications and a summary of all material oral communications with any Governmental Authority relating thereto; (iii) to the extent permitted by applicable Law, permit the other party and its counsel a reasonable opportunity to review in advance, and consider in good faith the reasonable comments of such other party with respect to, any proposed written communication to any Governmental Authority relating to the Contemplated Transactions; and (iv) not independently participate in any substantive meeting, discussion or telephone call with any Governmental Authority in respect of any filing, investigation or inquiry relating to the Contemplated Transactions without giving the other party reasonable prior written notice thereof and, to the extent permitted by such Governmental Authority, the opportunity to attend and participate therein.

(c) All filing fees incurred in connection with the submission of any filing or notice required under this Section 5.5 shall be borne solely by Buyer.

Section 5.6 Outbound License Agreements.

Seller shall not amend, modify, terminate, extend, renew or waive any provision of an Outbound License Agreement, or release or assign any material right of Seller or its Affiliates under an Outbound License Agreement, or otherwise enter into any agreement to do any of the foregoing, in each case, in any manner that would purport to impose any encumbrance on any of

the rights assigned to Buyer hereunder as of the Closing, expand the scope of the rights or licenses granted to any Outbound Licensee beyond the scope of such rights or licenses as they exist as of the date of this Agreement, or otherwise interfere with Buyer's exercise of its right to Exploit the Acquired Technology and the Acquired Intellectual Property. Prior to the Closing, to the extent Buyer and the applicable Outbound Licensee have not entered into a new or amended license agreement in form and substance acceptable to Buyer in its sole discretion, Seller shall seek entry of an order or orders of the Bankruptcy Court authorizing the rejection of such Outbound License Agreements pursuant to Section 365 of the Bankruptcy Code. Such rejection shall be effective no later than the Closing. Seller shall use best efforts to obtain entry of the Sale Order including the Non-Compete Finding and providing that Buyer shall have no successor liability with respect to any obligations of Seller or its Affiliates under any Outbound License Agreement.

Section 5.7 Intellectual Property Matters.

(a) With respect to each issued patent or pending patent application included in the Acquired Intellectual Property that currently lists Seller's former corporate name "Sangamo BioSciences, Inc." as the assignee, prior to the Closing, Seller shall (a) make the requisite filings with the United States Patent and Trademark Office and relevant authorities in foreign jurisdictions to record Seller's current corporate name ("Sangamo Therapeutics, Inc.") as the assignee of each such patent or pending patent application, and (b) provide written documentation to Buyer evidencing the same.

(b) Prior to the Closing, Seller shall (i) record all applicable executed inventor assignments with the United States Patent and Trademark Office for the following patents and patent applications: (1) U.S. patent application no. 62/378,978 for ENGINEERED TARGET SPECIFIC NUCLEASES (assignments from Edward J. Rebar and Jeffrey C. Miller); (2) U.S. patent application no. 62/433,981 for ENGINEERED TARGET SPECIFIC NUCLEASES (assignments from Edward J. Rebar and Jeffrey C. Miller); (3) PCT/US2026/024034 for FITNESS MATURATION OF A BLOOD-BRAIN BARRIER PENETRANT AAV CAPSID (assignments from assignments from Edward J. Rebar and Jeffrey C. Miller); (4) U.S. patent application no. 64/064,988 for STAC-BBB POTENCY ASSAY (assignments from Edward J. Rebar and Jeffrey C. Miller); and (ii) provide written documentation to Buyer evidencing the same.

ARTICLE VI
CONDITIONS PRECEDENT TO THE CLOSING

Section 6.1 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the Contemplated Transactions is subject to the satisfaction (or written waiver by Buyer) of each of the following conditions:

(a) the Bankruptcy Court shall have entered the Bidding Procedures Order, and the Bidding Procedures Order shall be a Final Order;

(b) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be a Final Order;

(c) (i) the representations and warranties of Seller set forth in this Agreement other than the Fundamental Representations, the Intermediate Representations and Section 3.8 (Absence of Changes or Events) shall be true and correct (disregarding for this purpose all qualifications or exceptions in such representations and warranties relating to materiality or Material Adverse Effect) on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties that address matters only as of a specific date, which representations and warranties shall be true and correct as of such specific date), except where the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (ii) the Intermediate Representations applicable to Seller shall be true and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties that address matters only as of a specific date, which representations and warranties shall be true and correct in all material respects as of such specific date); (iii) the Fundamental Representations applicable to Seller shall be true and correct in all respects other than *de minimis* inaccuracies on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties that address matters only as of a specific date, which representations and warranties shall be true and correct in all respects other than *de minimis* inaccuracies as of such specific date); and (iv) the representations and warranties of Seller set forth in Section 3.8 (Absence of Changes or Events) shall be true and correct on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date;

(d) Seller shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date;

(e) Seller shall have delivered to Buyer the items set forth in Section 2.6(a);

(f) no Governmental Order or Law shall be in effect that restrains, enjoins or otherwise prohibits the consummation of the Contemplated Transactions;

(g) with respect to each Outbound License Agreement that contains an Outbound License Non-Compete, either (i) the Sale Order shall order that each such Outbound License Agreement is rejected and also include the Non-Compete Finding, or (ii) Buyer and such Outbound Licensee shall have entered into a new or amended license agreement, in form and substance acceptable to Buyer in its sole discretion;

(h) Seller shall have paid, to each applicable counterparty to each Acquired Contract, all applicable Cure Costs;

(i) no Material Adverse Effect shall have occurred after the date of this Agreement that is continuing; and

(j) the Bankruptcy Court shall have entered the Interim DIP Order and the Final DIP Order.

Section 6.2 Conditions to Obligations of Seller and Seller Subsidiaries. The obligation of Seller and the Seller Subsidiaries to consummate the Contemplated Transactions is subject to the satisfaction (or written waiver by Seller) of each of the following conditions:

(a) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be a Final Order;

(b) the representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects (disregarding for this purpose all qualifications or exceptions in such representations and warranties relating to materiality or Material Adverse Effect) on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties that address matters only as of a specific date, which representations and warranties shall be true and correct as of such specific date);

(c) Buyer shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date;

(d) Buyer shall have delivered to Seller the items set forth in Section 2.6(b); and

(e) no Governmental Order or Law shall be in effect that restrains, enjoins or otherwise prohibits the consummation of the Contemplated Transactions.

ARTICLE VII
OTHER COVENANTS AND AGREEMENTS

Section 7.1 Omitted Assets; Wrong Pockets.

(a) If, after the Closing, Buyer or Seller becomes aware that any asset or right that constitutes an Acquired Asset (other than a Contract, which shall be governed by Section 2.11) was not delivered to Buyer at Closing (collectively, "**Omitted Assets**"), then Seller shall, and shall cause its Affiliates to, promptly transfer such Omitted Assets to Buyer for no additional consideration, and if such transfer is not legally permissible, then Seller shall, and shall cause its Affiliates, to obtain or structure an arrangement for Buyer to receive (or for Seller and its Affiliates to enforce for the benefit of Buyer), whether by license or sub-license (which shall be perpetual, exclusive, irrevocable, worldwide and fully paid), sub-assignment or by other means, the economic and operational claims, rights and benefits of ownership of such Omitted Assets, including the net profits from the operation or subsequent sale of such Omitted Assets, and including the right to manage and control such Omitted Assets, in each case for no additional consideration. If, after the Closing, Buyer or Seller becomes aware that Buyer has in its possession any assets or rights that constitute Retained Assets or Liabilities that constitute Retained Liabilities that were inadvertently conveyed to Buyer, then Buyer shall, and shall cause its Affiliates to, use commercially reasonable efforts to deliver such Retained Assets or Retained Liabilities, as applicable, to Seller for no consideration.

(b) If, after the Closing, Seller or an Affiliate thereof receives any payments or amounts (including by set-off or otherwise) under or with respect to any Acquired Assets, Seller shall promptly pay such amount received by wire transfer of immediately available funds to an account or accounts designated by Buyer. If, after the Closing, Buyer or an Affiliate thereof receives any payments or amounts (including by way of set-off or otherwise) that constitute Retained Assets, Buyer shall promptly pay such amount received by wire transfer of immediately available funds to an account or accounts designated by Seller.

(c) The parties shall reasonably cooperate to effect any arrangements described in this Section 7.1 in a manner that is Tax efficient for the parties and their respective Affiliates, including by treating the Person initially in possession of any such payment after the Closing as holding such payment as an agent or nominee for the transferee thereof for all applicable Tax purposes to the extent permitted by applicable Law.

Section 7.2 Intellectual Property and Technology Matters.

(a) Non-Exclusive License to Retained Intellectual Property; Right of Reference. Seller hereby grants, on behalf of itself and its Affiliates, to Buyer and its Affiliates, (i) a perpetual, non-exclusive, transferable, irrevocable, sublicensable (through multiple tiers), worldwide, royalty-free and fully paid license under the Retained Intellectual Property, excluding the Retained Intellectual Property set forth in Schedule 7.2(a), to the extent useful to Exploit the Acquired Technology and the Acquired Assets for any and all uses and purposes, including the diagnosis, prevention and treatment of any and all diseases in humans or animals; and (ii) a worldwide, perpetual, irrevocable, transferable, sublicensable (through multiple tiers) right of reference to any regulatory filings, data and information controlled by Seller or any of its Affiliates (or a successor-in-interest of any such Person) that were generated by or on behalf of Seller or any of its Affiliates or licensees in connection with the Acquired Assets to the extent necessary or useful to support regulatory filings for products Exploited by Buyer or any of its Affiliates or licensees using the Acquired Technology or Acquired Assets.

(b) License to Retained Program Purchasers; License to Seller. (i) Buyer shall negotiate in good faith with each purchaser of a Retained Program the terms of an agreement pursuant to which Buyer would grant to such purchaser a royalty-free, fully paid-up non-exclusive license in the territory in which the applicable purchaser has acquired the rights with respect to the applicable Retained Program, with the right to sublicense in accordance with terms to be set forth in such agreement, under Buyer's rights in Acquired Intellectual Property set forth in Schedule 7.2(b), in form and substance acceptable to Buyer in its reasonable discretion; provided, that Buyer will not unreasonably refuse to enter into such agreement. (ii) Buyer hereby grants to Seller a limited, non-exclusive, non-transferable license to use applicable Acquired Intellectual Property previously used in an Existing Clinical Trial solely to the extent necessary to complete or wind-down such Existing Clinical Trial. Such license shall be sublicensable solely to the primary investigator conducting such Existing Clinical Trial and shall automatically terminate upon the completion of such Existing Clinical Trial.

(c) Technology Transfer. Seller shall, at no additional charge and within twenty (20) days after the Closing (provided that, with respect to any tangible goods, Buyer has provided in writing a shipping destination and its confirmation of readiness to receive such

shipment(s)), effect a technology transfer to Buyer that shall include all of the following, in each case, to the extent related to the Acquired Assets and owned or controlled by Seller or any of its Affiliates (including any of the following in the possession of any vendor, contractor or service provider (including any contract research organization or contract development and manufacturing organization of Seller or any of its Affiliates) (a "**Seller Contractor**")): (a) all then-existing Know-How; (b) all data, results and other information associated with the foregoing; (c) all manufacturing processes, including any protocols for manufacturing any Acquired Technology; and (d) all manufacturing data, information and services of Seller Contractors (the "**Transferred Technology**"). Commencing on the date hereof, Seller shall, and shall cause its Affiliates and Seller Contractors to identify, collect, organize and prepare all Transferred Technology so as to enable the prompt and complete transfer thereof to Buyer within twenty (20) days after the Closing (provided that, with respect to any tangible goods, Buyer has provided in writing a shipping destination and its confirmation of readiness to receive such shipment(s)). For a period of up to twenty (20) Business Days after the completion of the transfer of the Transferred Technology, and at no additional charge, Seller shall provide technical assistance to Buyer, including in-person, telephonic or electronic consultation with then-current employees of Seller or its Affiliates knowledgeable with respect to the Acquired Intellectual Property and access to any relevant Documents, tangible research materials or information systems, and upon Buyer's reasonable request, Seller shall facilitate introductions between Buyer and any Seller Contractor in possession of any of the foregoing, including applicable Know-How, data, results, information or materials.

(d) Further Assurances. Seller shall, and shall cause its Affiliates and use commercially reasonable efforts to cause its and their Service Providers to, execute any documents reasonably requested by Buyer to confirm and perfect Buyer's ownership of the Acquired Intellectual Property, and shall use commercially reasonable efforts to facilitate access by Buyer to Service Providers of Seller or its Affiliates who may have information useful for the prosecution, maintenance and enforcement of the Acquired Intellectual Property.

Section 7.3 Publicity.

(a) Buyer and Seller shall jointly prepare and mutually agree upon the initial press release regarding this Agreement and the Contemplated Transactions, which shall be issued at such time and in such form as the parties mutually agree. Following the issuance of such initial press release, neither Buyer nor Seller shall issue or make any subsequent press release, public announcement, or other public communication with respect to this Agreement or the Contemplated Transactions without the prior written consent of the other party, except (i) as required by applicable Law or (ii) as expressly permitted pursuant to Section 7.3(c); provided, that the party proposing to issue any press release or similar public announcement or communication in compliance with any such disclosure obligations shall use commercially reasonable efforts to consult in good faith with the other party regarding the form and content of such disclosure and to incorporate any reasonable comments of the other party prior to the issuance thereof.

(b) Except as required by applicable Laws, no party to this Agreement shall publicly disclose a copy of this Agreement, furnish a copy of this Agreement, disclose the terms of this Agreement to any third party or issue any press release or make any public statement regarding the Contemplated Transactions without the prior written consent of the other party. Notwithstanding the foregoing, either party shall be permitted to make any public statement or

filing without the prior written consent of the other party, only if such disclosure is (i) required by applicable Laws or the requirements of the SEC, NASDAQ or the New York Stock Exchange, the IRS, state taxing authority or comparable foreign authorities or markets or (ii) expressly permitted pursuant to Section 7.3(c). Notwithstanding anything in this Agreement to the contrary, following the Closing, each of Buyer and Seller shall be permitted to disclose information to employees, advisors, agents or consultants of Buyer or Seller, as applicable, in each case who have a need to know such information, provided that such persons are advised of the confidential nature of the information so disclosed and agree to keep such information confidential.

(c) Permitted Bankruptcy Disclosures.

Notwithstanding the foregoing restrictions in Section 7.3(a) and Section 7.3(b), Seller shall be permitted, without the prior written consent of Buyer, to make any commercially reasonable public announcement, press release, court filing, notice, or other public communication (each, a "**Bankruptcy Disclosure**") that:

(i) is required by the Bankruptcy Court, any Order of the Bankruptcy Court (including the Bidding Procedures Order), or any provision of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure;

(ii) relates to the marketing of the Acquired Assets, the solicitation of Qualified Bids (as such term is defined in the Bidding Procedures), the auction (if any) to be conducted pursuant to the Bidding Procedures Order, the Bidding Procedures, the auction timeline or schedule, the Sale Hearing, or the deadline for submitting Qualified Bids, in each case solely as contemplated by or consistent with the proposed Bidding Procedures substantially in the form of Exhibit F and with the Bidding Procedures Order once entered by the Bankruptcy Court; or

(iii) constitutes a filing with, notice or submission to or communication directed to the Bankruptcy Court or any party in interest in the Bankruptcy Case.

Notwithstanding the foregoing, with respect to any Bankruptcy Disclosure that Seller proposes to make pursuant to this Section 7.3(c), Seller shall use reasonable efforts to provide Buyer with at least two (2) Business Days' prior written notice of such proposed Bankruptcy Disclosure, together with a copy of the proposed disclosure or announcement. Buyer shall have the right to provide written comments on such proposed Bankruptcy Disclosure within such notice period, and Seller shall consider any such comments in good faith prior to the issuance thereof.

Section 7.4 Employment Matters.

(a) Hire Offers. Subject to such Person's completion of Buyer's customary screening procedures to the reasonable satisfaction of Buyer, Buyer shall, or shall cause a Buyer Affiliate to, offer employment (a "**Hire Offer**") to each Person listed on Schedule 7.4(a) (an "**Employee**") that is effective on the Closing Date and contingent on (i) the Closing and (ii) the Employee's resignation from all positions and employment with Seller and its Affiliates. Each Hire Offer shall be on such terms and conditions as established by Buyer or any Buyer Affiliate in its sole discretion. Buyer shall not unreasonably withhold satisfaction of screening with respect to

any Employee. Seller and its Affiliates shall, if requested, cooperate in good faith with and provide reasonable assistance to Buyer and its Affiliates in its or their efforts to make Hire Offers, including by using reasonable best efforts to (A) make each Employee reasonably accessible to meet and interview with Buyer or its Affiliates, and (B) otherwise facilitate Buyer's and its Affiliates' interview and evaluation processes. Each Employee who receives and accepts a Hire Offer and commences employment with Buyer or its Affiliate is referred to herein as a "**Hired Employee**". Buyer will notify Seller by the Closing Date with respect to whether each Hire Offer has been accepted or rejected. Seller shall retain all Liabilities relating to, or arising out of, any termination of employment with Seller or its Affiliates of any employee of Seller and its Affiliates who does not become a Hired Employee, in each case, whether under any Seller Plan or any applicable Law.

(b) WARN Act Compliance. On or before the Closing Date, Seller shall provide a list of the names and sites of employment of any and all employees who have experienced, or are expected to experience, an "employment loss" or "layoff" (as defined by the WARN Act) within ninety (90) days prior to the Closing Date. Seller shall update this list as reasonably requested up to and including the Closing Date. Seller shall be solely responsible for providing any notice required by, and any and all Liabilities arising under, the WARN Act relating to any employee of Seller or its Affiliates whose employment is terminated by Seller or its Affiliates prior to, upon, or following the Closing. Buyer or its Affiliate will provide any required notice under the WARN Act and otherwise comply with the WARN Act with respect to any "plant closing" or "mass layoff" (as defined in the WARN Act) or group termination or similar event affecting Hired Employees (including as a result of the consummation of transactions contemplated by this Agreement) occurring from and after the Closing.

(c) Seller and its Affiliates solely shall be responsible for any and all obligations and Liabilities arising under Section 4980B of the Code with respect to all "M&A qualified beneficiaries", as defined in 26 C.F.R. § 54.4980B-9.

(d) No Third-Party Beneficiaries. No provision in this Section 7.4 shall constitute or be deemed to constitute an amendment to any Seller Plan or any other employee benefit plan, program, policy, agreement or arrangement sponsored or maintained by Seller, Buyer or any of their respective Affiliates. This Section 7.4 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 7.4, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever. Without limiting the foregoing, no provision of this Section 7.4 will create any third-party beneficiary rights in any current or former Service Provider in respect of continued employment or engagement (or resumed employment or engagement) or any other matter. Nothing in this Section 7.4, express or implied, (A) shall confer upon any Service Provider any right to employment or continued employment or level of compensation or benefits for any specified period, of any nature or kind whatsoever under or by reason of this Agreement or (B) is intended to be or shall be considered to be an amendment or adoption of any plan, program, agreement, arrangement or policy of Seller or Buyer, nor shall it interfere with any of Seller's or Buyer's and their respective Affiliates' rights from and after the Closing to amend or terminate any employee benefit plan.

Section 7.5 Tax Matters.

(a) Mutual Cooperation. Seller and Buyer shall, solely with respect to the Acquired Assets and the Assumed Liabilities, (i) each provide the other with such assistance as may reasonably be requested by either of them in connection with the preparation of any Tax Return, any audit or other examination by any Taxing Authority or any judicial or administrative proceeding with respect to Taxes, (ii) each retain and provide the other with any records or other information that may be relevant to such return, audit, examination or proceeding and (iii) each provide the other with any final determination of any such audit or examination, proceeding or determination that affects any amount required to be shown on any Tax Return of the other for any period (which shall be maintained confidentially).

(b) Transaction Taxes. All Transaction Taxes shall be borne by Seller. Buyer and Seller agree to reasonably cooperate with each other to complete any Tax Returns or other documentation relating to Transaction Taxes that is required to be completed under applicable Law.

(c) Straddle Periods. Any real property Taxes, personal property Taxes, and similar ad valorem obligations levied with respect to the Acquired Assets or the Assumed Liabilities ("**Periodic Taxes**") for a taxable period that includes (but does not end on) the Closing Date (a "**Straddle Period**") shall be apportioned between Seller and Buyer as of the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date, and the number of days of such taxable period beginning after the Closing Date. All Taxes levied with respect to the Acquired Assets or the Assumed Liabilities payable for any Straddle Period, other than Periodic Taxes, shall be prorated between Seller and Buyer on a "closing of the books" basis as of the end of the day on the Closing Date.

Section 7.6 Bankruptcy Matters.

(a) Bidding Procedures and Sale Order. Seller shall use reasonable efforts to cause the Bankruptcy Court to enter the Bidding Procedures Order substantially in the form of Exhibit E (with the Bidding Procedures attached thereto substantially in the form of Exhibit F) and the Sale Order substantially in the form of Exhibit G, and such other relief from the Bankruptcy Court as may be necessary or appropriate in connection with this Agreement and the consummation of the Contemplated Transactions.

(b) Consent Rights to Definitive Documents. Buyer's prior written consent shall be required with respect to all definitive documents related to the sale process to be filed with or submitted to the Bankruptcy Court, including (i) the Bidding Procedures, (ii) the Bidding Procedures Order, (iii) the Sale Motion, (iv) any amendments to this Agreement or any other Transaction Agreement, (v) the Sale Order, and (vi) any other motions, applications, pleadings, proposed orders or other documents to be filed by Seller in the Bankruptcy Case that relate in any way to this Agreement, the Contemplated Transactions, the Bidding Procedures, the Bidding Procedures Order or the Sale Order. Seller shall provide Buyer with copies of all such documents sufficiently in advance of filing (and in no event less than three (3) Business Days prior to filing, to the extent reasonably practicable) to permit Buyer and its counsel a meaningful

opportunity to review and comment thereon, and Seller shall incorporate all reasonable comments of Buyer.

(c) Cooperation. Seller shall cooperate with Buyer in connection with the Contemplated Transactions, including in connection with (i) preparing and filing all motions, applications and other documents with the Bankruptcy Court in connection with the approval and consummation of the Contemplated Transactions, (ii) obtaining entry of the Bidding Procedures Order and the Sale Order, and (iii) responding to any objections to the Contemplated Transactions.

(d) Adequate Assurance. Seller shall use reasonable efforts to assist Buyer in providing adequate assurance of future performance as required under Section 365 of the Bankruptcy Code with respect to any Acquired Contracts proposed to be assumed and assigned to Buyer, including facilitating any negotiations with counterparties to such Acquired Contracts and, if necessary, obtaining an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of such Acquired Contracts to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code. Buyer and Guarantor shall use reasonable efforts to assist Seller in establishing Buyer's ability to provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code with respect to any Acquired Contracts proposed to be assumed and assigned to Buyer.

(e) Bankruptcy Case Conduct. From the Petition Date until the earlier of the Closing or the termination of this Agreement in accordance with ARTICLE IX, Seller shall (i) not pursue or seek, and shall oppose, (A) any conversion of the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code, (B) the dismissal of the Bankruptcy Case, or (C) the appointment of a trustee or examiner with expanded powers in the Bankruptcy Case, and (ii) not take any action or fail to take any action which action or failure to act would reasonably be expected to result in the termination, revocation or material limitation of Seller's authority to operate as a debtor-in-possession under Sections 1107 and 1108 of the Bankruptcy Code. After entry by the Bankruptcy Court of the Sale Order, the terms of any other proposed order submitted by Seller to the Bankruptcy Court shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the Contemplated Transactions.

(f) Non-Solicitation. From the date of this Agreement until the date the Sale Motion is filed with the Bankruptcy Court, Seller shall not, and shall cause its Affiliates and their respective Representatives not to, solicit, negotiate or engage in discussion with any third party (and Seller shall, and shall cause its Affiliates and their respective Representatives, to cease immediately any such ongoing activity), or enter into any agreement or understanding with respect to, or approve or recommend, or knowingly facilitate, any Alternative Transaction; provided, however, that on and after the Petition Date, Seller may take any of the foregoing actions with respect to any Person in accordance with the proposed Bidding Procedures substantially in the form of Exhibit F and with the Bidding Procedures Order once entered by the Bankruptcy Court.

(g) Notice of Successful Bidder. Within 24 hours following the designation of Buyer as the Successful Bidder (as defined in the Bidding Procedures), or as otherwise agreed to by the parties, Seller shall file the notice of successful bidder (as contemplated by the Bidding Procedures) and take any other appropriate actions to seek entry of the Sale Order.

(h) DIP Financing Consent Rights.

(i) Without the prior written consent of Buyer, Seller shall not enter into, agree to, or permit to become effective any DIP Financing Agreement, Interim DIP Order, Final DIP Order, or any other postpetition financing arrangement or Bankruptcy Court order approving the same, or any amendment, modification, supplement, replacement or waiver of any of the foregoing, in each case that would: (i) grant any Lien on any of the Acquired Assets that would not be released, discharged, or otherwise satisfied at or prior to the Closing pursuant to the Sale Order; (ii) require the consent of the parties to such DIP Financing Agreement as a condition to the consummation of the Contemplated Transactions or the entry of the Sale Order; (iii) impose any covenant, milestone, budget restriction, or other condition that would prevent, impede, or materially delay Seller's ability to perform its obligations under this Agreement or to consummate the Contemplated Transactions in accordance with the Milestones (defined below) set forth in Section 7.6(i); (iv) require the use of proceeds of the DIP Financing Agreement for any purpose that would materially and adversely affect the Acquired Assets or the operation of the business of Seller to the extent related to the Acquired Assets; or (v) otherwise adversely affect Buyer's rights under this Agreement or the ability of the parties to consummate the Contemplated Transactions.

(ii) Seller agrees to use commercially reasonable efforts to provide Buyer with two (2) Business Days' notice of the DIP Financing Agreement, proposed Interim DIP Order (other than the proposed Interim DIP Order for the Northridge DIP Facility), proposed Final DIP Order, and any material proposed changes, amendments, modifications, supplements, or replacements of any of the foregoing.

(iii) The parties acknowledge and agree that Seller's entry into, and performance under, the Northridge DIP Term Sheet (i) is not subject to Buyer's prior written consent under Section 7.6(h)(i) and (ii) does not otherwise violate this Section 7.6(h); provided, that, to the extent the Interim DIP Order, Final DIP Order, or Northridge DIP Facility (or any changes, amendments, modifications, supplements, waivers, or replacements of any of the foregoing) contain any terms, provisions, or conditions that are inconsistent with, or not addressed by, the Northridge DIP Term Sheet, such orders and documents shall comply with Section 7.6(h)(i).

(i) Case Milestones. Seller shall comply with or otherwise achieve the following milestones in connection with the Bankruptcy Case and the sale process (the "**Milestones**"):

(i) Seller shall file the voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the Bankruptcy Case no later than one (1) day after the date of this Agreement;

(ii) Seller shall file the motion seeking entry of the Bidding Procedures Order and the Sale Order with the Bankruptcy Court on the Petition Date, and such motions shall be in form and substance acceptable to Buyer;

(iii) the Bankruptcy Court shall have entered the Interim DIP Order no later than three (3) Business Days after the Petition Date;

(iv) the Bankruptcy Court shall have entered the Bidding Procedures Order no later than seven (7) days after the Petition Date;

(v) the Bankruptcy Court shall have entered the Final DIP Order no later than thirty (30) days after the Petition Date;

(vi) the deadline for parties to submit binding bids to Seller shall have occurred no later than thirty-two (32) days after the Petition Date;

(vii) Seller shall have commenced the auction (if any) no later than forty-two (42) days after the Petition Date;

(viii) the Bankruptcy Court shall have entered the Sale Order no later than fifty-two (52) days after the Petition Date; and

(ix) the Closing shall have occurred no later than sixty-seven (67) days after the Petition Date.

ARTICLE VIII
NONSURVIVAL

Section 8.1 Nonsurvival of Representations and Warranties.

(a) The parties hereto, intending to modify any applicable statute of limitations, agree that the representations and warranties of the parties set forth in this Agreement shall terminate at, and not survive, the Closing. The covenants contained herein which by their terms require performance (A) prior to the Closing shall expire at the Closing and (B) after the Closing shall survive the Closing until due or performed. Notwithstanding the foregoing, nothing herein shall relieve any Person from any Liability for Fraud. THE ACQUIRED ASSETS ARE BEING SOLD "AS IS, WHERE IS" AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACQUIRED ASSETS EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE III OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE CONDITION OF ANY OF THE ACQUIRED ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT).

ARTICLE IX
TERMINATION

Section 9.1 Termination Events. This Agreement may be terminated at any time before the Closing as follows:

(a) Termination by Mutual Consent. This Agreement may be terminated by mutual written consent of Buyer and Seller.

(b) Termination by Buyer. This Agreement may be terminated by Buyer by written notice to Seller at any time before the Closing:

(i) if the Closing shall not have occurred on or before September 30, 2026 (the "**Outside Date**"); provided, that the right to terminate under this clause shall not be available to Buyer if Buyer's breach of this Agreement has been the principal cause of the failure of the Closing to occur on or before the Outside Date;

(ii) if the Bankruptcy Court enters an order approving a sale of any of the Acquired Assets to a Person other than Buyer without the prior written consent of Buyer, or if any Alternative Transaction is proposed by Seller (whether or not consummated);

(iii) if any Governmental Authority has issued a final, non-appealable Governmental Order enjoining, restraining, making illegal or otherwise permanently prohibiting the Contemplated Transactions; provided, that the right to terminate this Agreement under this clause shall not be available to Buyer if it is then in material breach of any representation, warranty, covenant, or other agreement contained herein;

(iv) by written notice to Seller in the event of a breach by Seller of any representations and warranties, covenant or agreement set forth in this Agreement, where the effect of such breach would be to cause the conditions to the obligation of Buyer to consummate the Closing not to be capable of being satisfied, and such breach is not cured by Seller within five (5) Business Days following receipt of written notice from Buyer of the breach, which written notice shall state that, unless such breach is cured, Buyer intends to terminate this Agreement (it being understood that such cure period shall not extend beyond the Outside Date);

(v) if the Bankruptcy Case is converted to a case under chapter 7 of the Bankruptcy Code or is dismissed;

(vi) if Seller files a motion requesting, or the Bankruptcy Court enters an order granting, a change in venue with respect to the Bankruptcy Case;

(vii) if Seller (A) files a motion requesting, consents to, or fails to timely contest a pleading seeking, or the Bankruptcy Court enters, an Interim DIP Order, Final DIP Order, or other order approving any postpetition financing in violation of Section 7.6(h)(i) or (B) enters into an amendment, modification, supplement, or replacement to any of the Interim DIP Order, Final DIP Order, DIP Financing Agreement or any other postpetition financing in violation of Section 7.6(h)(i);

(viii) if Seller files a motion requesting, consents to, or fails to timely contest a pleading seeking, or the Bankruptcy Court enters an order for, the appointment of a chapter 11 trustee or examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code in the Bankruptcy Case;

(ix) if Seller withdraws or seeks authority to withdraw the Sale Motion; provided, however, that this subsection shall not apply to any amendment of the Sale Motion by Seller with the prior written consent of Buyer;

(x) if the Bidding Procedures Order or Sale Order has been entered and thereafter is stayed, reversed, vacated, modified or amended in any manner adverse to Buyer, and such stay, reversal, vacation, modification or amendment is not eliminated within fourteen (14) days;

(xi) if Seller fails to meet any Milestone set forth in Section 7.6(i);

(xii) if Buyer is not designated as the winning bidder (or successful bidder) at the conclusion of any auction conducted pursuant to the Bidding Procedures with respect to all or any portion of the Acquired Assets;

(xiii) if the Bankruptcy Court enters any order that is materially inconsistent with this Agreement, the Bidding Procedures Order, or the Sale Order, including any order that grants relief from the automatic stay to permit any party to foreclose on all or any portion of the Acquired Assets;

(xiv) if an event of default has occurred and is continuing under the DIP Financing Agreement, including any acceleration of obligations thereunder or termination of commitments by the lenders thereunder;

(xv) if the Sale Order or the Bidding Procedures Order is entered and contains any term, condition or provision that is not acceptable to Buyer; or

(xvi) if an Alternative Transaction is consummated.

(c) Termination by Seller. This Agreement may be terminated by Seller by written notice to Buyer at any time before the Closing:

(i) if the Closing shall not have occurred on or before the Outside Date; provided, that the right to terminate under this clause shall not be available to Seller if Seller's breach of this Agreement has been the principal cause of the failure of the Closing to occur on or before the Outside Date;

(ii) if any Governmental Authority has issued a final, non-appealable Governmental Order enjoining, restraining, making illegal or otherwise permanently prohibiting the Contemplated Transactions; provided, that the right to terminate this Agreement under this clause shall not be available to Seller if it is then in material breach of any representation, warranty, covenant, or other agreement contained herein; or

(iii) by written notice to Buyer in the event of a breach by Buyer of any representations and warranties, covenant or agreement set forth in this Agreement, where the effect of such breach would be to cause the conditions to the obligation of Seller to consummate the Closing not to be capable of being satisfied, and such breach is not cured by Buyer within five (5) Business Days following receipt of written notice from Seller of the breach, which written notice shall state that, unless such breach is cured, Seller intends to terminate this Agreement (it being understood that such cure period shall not extend beyond the Outside Date).

(d) Any termination under this Section 9.1 shall be effected by the delivery of written notice by the terminating party to the other party.

Section 9.2 Effects of Termination.

(a) Upon termination of this Agreement pursuant to this Article IX, this Agreement and the rights and obligations of the parties under this Agreement shall automatically end without any Liability against any party or its Affiliates; provided, however, that nothing in this Section 9.2 shall relieve any party from Liability for Fraud, willful misconduct or intentional breach of any provisions of this Agreement prior to termination; and provided, further, that the provisions of this Section 9.2, Section 10.1 (Expenses), Section 10.9 (Governing Law), Section 10.10 (Waiver of Jury Trial) and Section 10.11 (Submission to Jurisdiction) shall remain in force and survive any termination of this Agreement.

(b) If Buyer or Seller terminates this Agreement pursuant to this Article IX each party shall comply, and shall cause its Affiliates to comply, with the Confidentiality Agreement, including the provisions therein regarding the return or destruction of any documents furnished to the other parties in connection with this Agreement.

(c) Break-Up Fee; Expense Reimbursement. In consideration of Buyer and its Affiliates having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Acquired Assets, and to compensate Buyer as a stalking-horse bidder, upon the occurrence of a Fee Event, Seller shall pay (or cause to be paid) to Buyer in cash (i) a break-up fee equal to $1,500,000 (the "**Break-Up Fee**"), representing three percent (3%) of the Purchase Price and (ii) the aggregate amount of all reasonable and documented out-of-pocket costs, expenses and fees incurred by Buyer and its Affiliates and owed to third parties in connection with evaluating, negotiating, documenting and performing the Contemplated Transactions, including fees, costs and expenses of any financial advisors, outside legal counsel, accountants, experts and consultants retained by Buyer or its Affiliates (in an amount not to exceed $500,000 (representing one percent (1%) of the Purchase Price)) (together with the Break-Up Fee, the "**Bid Protections**"). The Bid Protections shall be payable within two (2) Business Days of the occurrence of a Fee Event, unless the Fee Event is triggered by the consummation of an Alternative Transaction, in which case the Bid Protections shall be payable contemporaneously with the closing of such Alternative Transaction. The obligation to pay the Bid Protections shall constitute an allowed administrative expense claim under Sections 503(b) and 507(a)(2) of the Bankruptcy Code, with priority over any and all other administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code and over any and all administrative expenses or other claims arising under Sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code or otherwise (a "**Superpriority Claim**"), subject to any carve-out for professional fees set forth in any applicable debtor-in-possession or cash collateral order entered by the Bankruptcy Court. Seller acknowledges that (A) the Bid Protections are an integral part of the Contemplated Transactions; (B) in the absence of Seller's obligation to pay the Bid Protections, Buyer would not have entered into this Agreement; (C) the entry of Buyer into this Agreement is beneficial to Seller because it will enhance Seller's ability to maximize the value of its assets for the benefit of its creditors; and (D) the Bid Protections are reasonable in relation to Buyer's efforts and lost opportunities resulting from the Contemplated Transactions.

(d) Credit Bid. In the event the Bid Protections become payable, Buyer shall be entitled to credit bid any amounts owing on account of the Bid Protections at any auction conducted pursuant to the Bidding Procedures Order or in any sale of the Acquired Assets or any other assets of Seller.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Expenses.

Except as otherwise set forth in this Agreement, each party will bear its respective expenses incurred in connection with the preparation, execution, and performance of the Transaction Agreements and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants.

Section 10.2 Notices.

All notices, requests, claims, demands and other communications hereunder must be in writing and must be given (and will be deemed to have been duly given): (a) when delivered, if delivered in person, (b) when delivered by email, which notice will not be effective unless either (i) a duplicate copy of such email notice is sent on the same day for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service or (ii) the receiving party delivers a written confirmation of receipt to the sender of such notice (excluding "out of office," delivery failure or similar automated replies), (c) three (3) Business Days after sending, if sent by registered or certified mail (postage prepaid, return receipt requested) and (d) one (1) Business Day after sending, if sent by overnight courier, in each case, to the respective parties at the following addresses (or at such other address for a party as has been specified by like notice):

If to Seller or Seller Subsidiaries:
Sangamo Therapeutics, Inc.
501 Canal Boulevard
Richmond, California 94804
Attention: Legal

with a copy (which shall not constitute notice) to:

Cooley LLP
55 Hudson Yards
New York, New York 10001
Attention: Cullen Speckhart
Lauren Reichardt
Lindsey O'Crump Crow
Email: cspeckhart@cooley.com
lreichardt@cooley.com
locrump@cooley.com

If to Buyer or Guarantor:

Eli Lilly and Company
Lilly Corporate Center
Indianapolis, Indiana 46285
Attention: Head of Corporate Business Development

with a copy (which shall not constitute notice) to:

Eli Lilly and Company
Lilly Corporate Center
Indianapolis, Indiana 46285
Attention: Senior Vice President / Deputy General Counsel, Transactions, LRL & Manufacturing (TLM)

with an additional copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Krishna Veeraraghavan; Chelsea Darnell; Jacob A. Adlerstein
Email: kveeraraghavan@paulweiss.com; cdarnell@paulweiss.com; jadlerstein@paulweiss.com

Section 10.3 Waiver.

No waiver hereunder shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Except as otherwise provided herein, no action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. The parties' rights and remedies are cumulative and not alternative. A party's failure or delay in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will not operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

Section 10.4 Confidentiality Obligations.

(a) From and after the Closing, Seller shall, and shall cause its and its Affiliates' Service Providers, Representatives, advisors and consultants to, keep confidential and not publish or otherwise disclose or use for any purpose, any confidential or proprietary information, including without limitation, data, information, compositions of matter and other chemical or biological materials, inventions, ideas and other Know-How and technology, in each case, contained in the Acquired Technology or the Acquired Intellectual Property (the "**Confidential Information**").

(b) Confidential Information shall not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of the Closing or (ii) becomes generally available to the public or otherwise part of the public domain after the Closing and other than through any act or omission of Seller (or its or its Affiliates' Service Providers, Representatives, advisors or consultants) or any Person to whom Seller has disclosed such Confidential Information, in each case, in breach of this Agreement.

(c) Notwithstanding the foregoing, this Section 10.4 shall not prohibit the disclosure of Confidential Information by Seller (i) as required by applicable Law, provided that Seller notifies Buyer in writing of such requirement and anticipated disclosure as far in advance of such disclosure as is practicable; or (ii) to a legal, financial or tax advisor who has a need to know such information for the purpose of providing advice or services to Seller, and who is bound by a fiduciary, contractual or other legal obligation not to disclose such information.

(d) In the event Seller (or its or its Affiliates' Service Providers, Representatives, advisors or consultants) breaches the confidentiality obligations set forth in this Section 10.4, Buyer shall be entitled to seek, in addition to any other right or remedy Buyer may have at Law or in equity, a temporary injunction, without the posting of any bond or other security, enjoining or restraining Seller (or its or its Affiliates' Service Providers, Representatives, advisors or consultants, as applicable) from any violation or threatened violation of this Section 10.4.

Section 10.5 Entire Agreement and Amendments.

This Agreement (including the Schedules and Exhibits attached hereto) supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the other Transaction Agreements and the Confidentiality Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

Section 10.6 Assignments, Successors, and No Third-Party Rights.

Neither party hereto may assign, delegate or otherwise transfer (whether by operation of Law, by contract, or otherwise) this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto; provided, however, that, notwithstanding the foregoing, Buyer may, without obtaining the prior written consent of Seller, assign, delegate, or otherwise transfer its rights, interests and obligations hereunder (in whole or in part) (i) to one or more of its Affiliates; provided, that such assignment shall not relieve Buyer of its obligations hereunder and (ii) to an unaffiliated Person in connection with the license, sale, disposal or transfer (either on an isolated basis or as part of a larger transaction) of the Acquired Technology or the Acquired Intellectual Property to such unaffiliated Person. Except as specifically set forth in the preceding sentence, no assignment, delegation or transfer of a party's rights, interests or obligations under this Agreement permitted pursuant to this Section 10.6 shall relieve that assigning party of its obligations hereunder. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties any legal or equitable right, remedy, or claim under or with

respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties and their successors and permitted assigns.

Section 10.7 Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction under the applicable Law of any jurisdiction, the other provisions of this Agreement will remain in full force and effect and such invalid, illegal or unenforceable provision shall not affect the validity or enforceability of any other provision of this Agreement. Any provision of this Agreement held invalid, illegal or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, illegal or unenforceable.

Section 10.8 Section Headings.

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation of any provision of this Agreement. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement.

Section 10.9 Governing Law.

The provisions of this Agreement, each other Transaction Agreement and any other document or instrument delivered pursuant hereto or thereto, their negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or in connection with any of the foregoing (whether arising in contract, equity, tort, law or otherwise), including the construction and interpretation thereof and the legal relations between the parties hereto, shall be governed by the laws of the State of Delaware applicable to contracts executed and performed solely in such state without regard to the location of physical assets or to conflicts of laws principles.

Section 10.10 Waiver of Jury Trial.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10.10. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY

REFERRING TO THIS SECTION 10.10 AND EXECUTED BY EACH OF THE PARTIES HERETO.

Section 10.11 Submission to Jurisdiction.

Each of the parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court (or, if the Bankruptcy Case has been closed, to the exclusive jurisdiction of the United States District Court for the District of Delaware or, if such court lacks subject matter jurisdiction, to the courts of the State of Delaware), and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any dispute, controversy or claim arising out of or in relation to this Agreement, the Transaction Agreements and the Contemplated Transactions may be heard and determined in the Bankruptcy Court (or such other courts as specified above). Each of the parties agrees not to commence any Legal Proceeding relating thereto except in the Bankruptcy Court (or such other courts as specified above), other than Legal Proceedings in any court of competent jurisdiction to enforce any judgment, decree or award rendered by the Bankruptcy Court (or such other courts as specified above). Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement, the Transaction Agreements or the Contemplated Transactions, (a) any claim that it is not personally subject to the jurisdiction of the courts as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the Legal Proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such Legal Proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 10.12 Specific Performance.

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties agree that, in addition to any other remedies and subject to the provisions of this Section 10.12, each party shall be entitled to enforce specifically the terms, and prevent breaches, of this Agreement by seeking an injunction, a decree of specific performance or other equitable relief without the necessity of proving the inadequacy of money damages as a remedy. The parties agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by the other party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the applicable party under this Agreement. Each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy. Each party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

Section 10.13 Releases.

(a) Effective as of the Closing, except for (i) the rights and obligations of Buyer under this Agreement, the other Transaction Agreements and the Sale Order that by their terms survive the Closing and (ii) claims arising from Fraud, Seller, on behalf of itself, its Affiliates, and their respective predecessors, successors and assigns, and each of their respective former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons and advisors (collectively, the "**Seller Releasing Parties**"), hereby irrevocably and unconditionally releases, acquits and forever discharges Buyer, its Affiliates, and their respective predecessors, former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons, advisors, successors and assigns (collectively, the "**Buyer Released Parties**") from any and all claims, demands, debts, accounts, covenants, agreements, obligations, actions, causes of action, suits, sums of money, damages, judgments, losses, costs, expenses and Liabilities of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, contingent or non-contingent, at law or in equity, which any Seller Releasing Party now has, has ever had, or may hereafter have against any Buyer Released Party arising out of or relating to events or circumstances existing at any time up to and including the Closing in connection with or related to this Agreement, the other Transaction Agreements, the Acquired Assets, the Assumed Liabilities, the Retained Assets, the Retained Liabilities, or any other Contract between any Seller Releasing Party and any Buyer Released Party. Seller acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true, and it is the intention of Seller to fully and finally and forever settle and release all claims as provided herein, and Seller expressly assumes the risk of any such different or additional facts. Seller hereby waives, to the fullest extent permitted by applicable Law, the provisions of any applicable Law that would otherwise restrict or limit the release granted herein.

(b) Effective as of the Closing, except for (i) the rights and obligations of Seller under this Agreement, the other Transaction Agreements and the Sale Order that by their terms survive the Closing and (ii) claims arising from Fraud, Buyer, on behalf of itself, its Affiliates, and their respective predecessors, successors and assigns, and each of their respective former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons and advisors (collectively, the "**Buyer Releasing Parties**"), hereby irrevocably and unconditionally releases, acquits and forever discharges Seller, its Affiliates, and their respective predecessors, former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons, advisors, successors and assigns (collectively, the "**Seller Released Parties**") from any and all claims, demands, debts, accounts, covenants, agreements, obligations, actions, causes of action, suits, sums of money, damages, judgments, losses, costs, expenses and Liabilities of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, contingent or non-contingent, at law or in equity, which any Buyer Releasing Party now has, has ever had, or may hereafter have against any Seller Released Party arising out of or relating to events or circumstances existing at any time up to and including the Closing in connection with or related to this Agreement, the other Transaction Agreements, the Acquired Assets, the Assumed Liabilities, the Retained Assets, the Retained Liabilities, or any other Contract between any Buyer

Releasing Party and any Seller Released Party. Buyer acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true, and it is the intention of Buyer to fully and finally and forever settle and release all claims as provided herein, and Buyer expressly assumes the risk of any such different or additional facts. Buyer hereby waives, to the fullest extent permitted by applicable Law, the provisions of any applicable Law that would otherwise restrict or limit the release granted herein.

Section 10.14 Backup Bidder.

If Buyer is not the winning bidder (or successful bidder) at any auction, but Buyer is the next highest or otherwise best bidder, Buyer may, in its sole discretion, elect to serve as a backup bidder (or "next highest or otherwise best bidder" or any similar designation) following any auction in accordance with the Bidding Procedures and Bidding Procedures Order.

Section 10.15 No Deposit.

Notwithstanding anything in this Agreement or the Bidding Procedures to the contrary, Buyer shall not be required to make any good faith deposit or similar deposit in connection with this Agreement or the Contemplated Transactions.

Section 10.16 Disclosure Schedule.

The Disclosure Schedule is arranged in sections corresponding to the sections contained in ARTICLE III and any reference in ARTICLE III to items "set forth in Schedule" or "Schedule contains" or words of similar effect will be deemed to mean the section or subsection of the Disclosure Schedule corresponding to the section or subsection of this Agreement where such reference appears. The disclosures in any section or subsection of the Disclosure Schedule will qualify other sections or subsections in ARTICLE III if it is readily apparent on its face that such disclosure is applicable to such other sections and subsections (without reference to any document(s) disclosed therein or further inquiry that such disclosure would qualify other sections or subsections). No reference to or disclosure of any item or other matter in the Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever) or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedule. The information set forth in the Disclosure Schedule is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by Seller to any third-party of any matter whatsoever, including any violation of Law or breach of any Contract. The Disclosure Schedule and the information and disclosures contained therein are intended only to qualify and limit the representations, warranties and covenants of Seller contained in this Agreement. Nothing in the Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in this Agreement or create any covenant. Matters reflected in the Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature.

Section 10.17 Remedies.

All remedies, either under this Agreement or by Law or otherwise afforded to the parties hereunder, shall be cumulative and not alternative, and any Person having any rights under any provision of this Agreement will be entitled to enforce such rights specifically, to recover damages by reason of any breach of this Agreement and to exercise all other rights granted by Law, equity or otherwise, subject to and in accordance with Section 10.9, Section 10.11 and Section 10.12.

Section 10.18 Reliance on Counsel and Other Advisors.

Each party has consulted such legal, financial, technical or other expert as it deems necessary or desirable before entering into this Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement.

Section 10.19 Legal Representation of the Parties.

This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or to any other Transaction Agreement.

Section 10.20 Counterparts and Delivery.

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signed counterpart of this Agreement may be delivered by facsimile or other form of electronic transmission (e.g.,.pdf), with the same legal force and effect as delivery of an originally signed agreement.

Section 10.21 Guaranty.

(a) Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Seller (i) the due and punctual performance, when and as due, of all obligations, covenants and agreements of Buyer (and any Affiliate to which this Agreement is assigned pursuant to Section 10.6) arising under or pursuant to this Agreement, (ii) the punctual payment of all sums, if any, now or hereafter owed by Buyer (and such Affiliates) under and in accordance with the terms of this Agreement, and (iii) reasonable costs, expenses and fees (including the reasonable fees and expenses of Seller's counsel) in any way relating to the enforcement or protection of Seller's rights hereunder (the matters set forth in clauses (i) through (iii), collectively, the "**Guaranteed Obligations**").

(b) Nothing herein shall be construed as imposing greater obligations or Liabilities on Guarantor than for which Buyer itself (or its Affiliates themselves) would be liable under this Agreement or obliging Guarantor to indemnify and hold harmless Seller against any losses, costs or expenses for which Buyer itself would not be liable under this Agreement, except as set forth in this Section 10.21.

(c) The guarantee by Guarantor contained herein shall remain in full force and effect and shall continue to be enforceable by Seller until (i) the payment in full by Buyer of any and all amounts required to be paid by Buyer pursuant to this Agreement or (ii) the earlier valid termination of this Agreement pursuant to Section 9.1 and the satisfaction and payment in full of all Guaranteed Obligations, upon which this guarantee and the obligations of Guarantor pursuant to this Section 10.21 shall terminate automatically and be of no further force or effect without the need for any further action by any Person, and Guarantor shall stand discharged of all of its obligations under this guarantee.

(d) The guarantee provided by Guarantor under this Section 10.21 is a guarantee of payment and performance and not of collection, and the Guarantor's liability hereunder shall be primary and not conditional or contingent on Seller exhausting or pursuing remedies against Buyer.

(e) Guarantor hereby expressly waives any and all suretyship defenses.

(f) Guarantor hereby represents and warrants to Seller as follows:

(i) Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana.

(ii) Guarantor has all requisite corporate power and authority to enter into, deliver and perform its obligations under the Transaction Agreements and to carry out the Contemplated Transactions. Guarantor has duly authorized the execution and delivery of the Transaction Agreements and the Contemplated Transactions. Each of the Transaction Agreements to which Guarantor is or will be party constitutes a valid and binding obligation of Guarantor, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(iii) The execution, delivery and performance by Buyer of each of the Transaction Agreements and the consummation of the Contemplated Transactions, and the compliance with or fulfillment of the terms, conditions or provisions hereof and thereof will not: (i) conflict with or result in the breach or violation of any provision of the Governing Documents of Guarantor, (ii) conflict with or result in the breach or violation of (with or without notice or lapse of time or both) any Law applicable to Guarantor or by which its properties are bound or affected, (iii) result in the creation of, or require the creation of, any Lien upon any of the assets of Guarantor or (iv) require on the part of Seller, Buyer or Guarantor any notice to or filing with, or any authorization, consent or approval of, any Governmental Authority or any other Person except (A) in the cases of clauses (i), (ii) or (iii), to the extent such conflict, liability or Lien would not, individually or in the aggregate, adversely affect the ability of Guarantor to perform its obligations under the Transaction Agreements and (B) in the cases of clause (iv), other than any notice or Consent for which the failure to make such notice or obtain such Consent would not reasonably be expected to adversely affect the ability of Guarantor to perform its obligations under the Transaction Agreements.

(iv) The parties agree that Guarantor shall be entitled to, and Guarantor does not waive, any defenses to the payment or performance of the Guaranteed Obligations that are available to Buyer under this Agreement.

(v) The parties agree that the terms and provisions of ARTICLE X shall apply to this Section 10.21, *mutatis mutandis*. For the avoidance of doubt, Guarantor shall not be deemed to be a party to this Agreement for purposes of any provision other than this Section 10.21.

Section 10.22 Seller Subsidiaries.

(a) Each Seller Subsidiary hereby acknowledges and agrees that it shall be directly bound by, and shall perform and comply with, each of the obligations and covenants imposed on Affiliates of Seller under the following provisions of this Agreement as if such Seller Subsidiary were a direct party thereto: (i) Section 2.1 (Sale and Purchase of Assets), solely with respect to the Acquired Assets held by such Seller Subsidiary, (ii) Section 2.3 (Consent of Third Parties; Further Conveyances and Assumptions), (iii) Section 5.1 (Conduct of Business), (iv) Section 5.2 (Access to Information), (v) Section 5.4 (Further Assurances; Consents of Third Parties; Governmental Approvals), (vi) Section 5.5 (Regulatory Filings and Cooperation; Filing Fees), (vii) Section 7.1 (Omitted Assets; Wrong Pockets), (viii) Section 7.2 (Intellectual Property and Technology Matters), including the technology transfer and further assurances provisions thereof, (ix) Section 7.3(b) (Publicity), (x) Section 7.5 (Tax Matters) with respect to cooperation obligations related to the Acquired Assets and (xi) Section 10.4 (Confidentiality Obligations).

(b) The obligations of each Seller Subsidiary under this Section 10.22 are direct obligations of such Seller Subsidiary and shall not be conditioned upon or subject to Seller's continuing control over or affiliation with such Seller Subsidiary. Each Seller Subsidiary's obligations under this Section 10.22 shall survive any sale, transfer, liquidation or other disposition of such Seller Subsidiary and shall remain in full force and effect regardless of whether such Seller Subsidiary remains an Affiliate of Seller.

(c) Each Seller Subsidiary hereby represents and warrants to Buyer as follows:

(i) Such Seller Subsidiary is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(ii) Such Seller Subsidiary has all requisite power and authority to enter into, deliver and perform its obligations under the Transaction Agreements to which such Seller Subsidiary is or will be a party and to carry out the Contemplated Transactions. Such Seller Subsidiary has duly authorized the execution and delivery of the Transaction Agreements to which such Seller Subsidiary is or will be a party and the Contemplated Transactions. Each of the Transaction Agreements to which such Seller Subsidiary is or will be party constitutes a valid and binding obligation of such Seller Subsidiary, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(iii) The parties agree that the terms and provisions of ARTICLE X shall apply to this Section 10.22, *mutatis mutandis*.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SANGAMO THERAPEUTICS, INC.

By: _____
Name: Dr. Alexander Macrae, M.B., Ch.B., Ph.D.
Title: Chief Executive Officer

SANGAMO THERAPEUTICS UK, LTD., solely for the purposes of Section 10.22

By: _____
Name: Dr. Alexander Macrae, M.B., Ch.B., Ph.D.
Title: Director

SANGAMO THERAPEUTICS FRANCE SAS, solely for the purposes of Section 10.22

By: _____
Name: Dr. Alexander Macrae, M.B., Ch.B., Ph.D.
Title: President

CEREGENE, INC., solely for the purposes of Section 10.22

By: _____
Name: Dr. Alexander Macrae, M.B., Ch.B., Ph.D.
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

MEROPE ACQUISITION SUB, LLC

By: Signed by: Jonathan R Haug A26AE905CF394B6...

Name: Jonathan R. Haug
Title: President

ELI LILLY AND COMPANY, solely for the purposes of Section 10.21

By: _____

Name: Barry Taylor
Title: Director of Lilly Institute of Genetic Medicines

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

MEROPE ACQUISITION SUB, LLC

By: _____
Name: Jonathan R. Haug
Title: President

ELI LILLY AND COMPANY, solely for the purposes of Section 10.21

By: Signed by: Barry Taylor D5F4D099E00E4D5... _____
Name: Barry Taylor
Title: Director of Lilly Institute of Genetic Medicines

EXHIBIT B-2

Merope Sale Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.,[1]	)	Case No. 26-10989 (___)
Debtor.	)	**Related D.I. ___**

ORDER (A) AUTHORIZING AND APPROVING THE DEBTOR'S ENTRY INTO AN ASSET PURCHASE AGREEMENT WITH MEROPE ACQUISITION SUB, LLC, (B) AUTHORIZING THE SALE OF THE ACQUIRED ASSETS FREE AND CLEAR OF ALL CLAIMS AND INTERESTS, (C) APPROVING THE ASSUMPTION AND ASSIGNMENT OF THE ACQUIRED CONTRACTS, (D) AUTHORIZING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AND (E) GRANTING RELATED RELIEF

Upon the motion [Docket No. [●]] (the "**Motion**"),[2] of the above referenced debtor and debtor in possession (the "**Debtor**") for entry of an order (this "**Order**"), among other things: (a) authorizing and approving the Debtor's entry into and performance under the Purchase Agreement with the Buyer (as defined below), (b) authorizing the Sale Transaction (as defined below), free and clear of any Claims and Interests (as defined below), (c) authorizing and approving the assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale Transaction, (d) authorizing the rejection of certain executory contracts, and (e) granting related relief; and this Court having previously entered the *Order (I)(A) Approving Bidding Procedures for Sale of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and Granting Bid Protections, (D) Approving Assumption and*

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or the Purchase Agreement (as defined below), as applicable.

Rejection Procedures, (E) Scheduling an Auction and Sale Hearing and Approving the Forms and Manner of Notice Thereof, and (II) Granting Certain Related Relief [Docket No. [●] (the "**Bidding Procedures Order**"), authorizing and approving, among other things, Bidding Procedures for the Acquired Assets, the Merope Bid Protections (as defined in the Bidding Procedures Motion), and the designation of the Buyer (as defined below) as the Merope Stalking Horse Bidder (as defined in the Bidding Procedures Motion); and the Debtor having executed that certain *Asset Purchase Agreement*, dated as of [●], 2026 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**Purchase Agreement**"), by and between Sangamo Therapeutics, Inc. ("**Sangamo**") and Merope Acquisition Sub, LLC (together with any Designated Purchaser, the "**Buyer**"), a copy of which is attached hereto as **Exhibit 1**, providing for the Contemplated Transactions, including, among other things, the sale of the Acquired Assets identified therein (all such transactions, collectively, the "**Sale Transaction**") free and clear of any Claims and Interests and the assumption and assignment to the Buyer of certain executory contracts and unexpired leases in connection with the Sale Transaction; and the Debtor having filed the *Notice of the Debtor's Designation of Merope Acquisition Sub, LLC as the Successful Bidder with Respect to the Acquired Assets* [Docket No. [●]] (the "**Notice of Successful Bidder**"), announcing that, in accordance with the Bidding Procedures Order and after consultation with the Consultation Parties, the Debtor decided, in its reasonable business judgment, to designate the Buyer's stalking horse bid (the "**Merope Stalking Horse Bid**") as the highest and best bid for the Acquired Assets; and this Court having conducted a hearing on [●], 2026, to consider approval of the Sale Transaction (the "**Sale Hearing**") in accordance with the Bidding Procedures Order; and this Court having reviewed and considered (a) the Motion and the exhibits thereto, (b) the

Bidding Procedures Order, (c) the Purchase Agreement, (d) the Declaration,[3] (e) the objections and other responses to approval of the Sale Transaction, and (f) the arguments and representations of counsel made, and the evidence proffered or adduced at, the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in the Motion and provided in this Order; and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances of the Debtor's chapter 11 case (this "**Chapter 11 Case**") and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion and provided in this Order is in the best interests of the Debtor, its estate, its creditors, and all parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion, the Declaration, and at the Sale Hearing, establish just cause for the relief granted herein; and after due deliberation thereon,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction. This Court has jurisdiction over this matter and over the property of the Debtor's estate, including the Acquired Assets, pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This Court may enter a final order hereon under Article III of the United States Constitution.

B. Venue. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

[3] The "**Declaration**" means the *Declaration of Geoffrey Richards in Support of the Bidding Procedures Motion* [Docket No. [●]].

C. Statutory and Legal Predicates. The statutory and other legal predicates for the relief requested in the Motion and for the approvals and authorization herein are sections 105, 363, and 365 of the Bankruptcy Code. The Motion is a procedurally proper mechanism for enforcement of this Order. The Debtor was not required to commence an adversary proceeding to obtain the relief set forth herein. The relief granted herein is also authorized under Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1.

D. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, waives any stay and expressly directs entry of judgment as set forth herein and authorizes the Closing of the Sale Transaction contemplated hereby without regard to any stay or delay in its implementation.

E. Bankruptcy Rule 7052. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the Sale Hearing are hereby incorporated herein to the extent not inconsistent herewith.

F. Incorporation by Reference. Findings of facts and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

G. Sale Notice. As shown in the affidavits of service filed with this Court and the representations or proffers made on the record at the Sale Hearing, (a) the Debtor has provided

due, good, proper, timely, reasonable, adequate, appropriate, and sufficient notice of, and sufficient opportunity to object to, the Motion, the Bidding Procedures, the Sale Hearing, the Sale Transaction, the proposed assumption and assignment of the Acquired Contracts, and the proposed entry of this Order in compliance with all requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (b) such notice was adequate and sufficient under the circumstances of this Chapter 11 Case and complied with the Bidding Procedures Order and other orders of this Court, (c) to the extent any party-in-interest was not directly served with the Sale Notice, such party-in-interest shall be deemed to have received constructive notice of the Sale Hearing, the Sale Transaction, and all related proceedings based on such party-in-interest's receipt of notice of the commencement of this Chapter 11 Case or the publication of the Sale Notice on the case information website, and (d) except with respect to any Supplemental Assumption Notice (as defined below), no other or further notice is necessary or shall be required. The procedures set out in this Order for the supplemental assignment and assumption of contracts to be added to the list of Acquired Contracts will provide counterparties with adequate and sufficient notice under the circumstances of this Chapter 11 Case.

H. Opportunity to Object. A reasonable opportunity to object or be heard regarding the relief granted in this Order, including, but not limited to, the assumption and assignment of the Acquired Contracts, has been afforded to all interested parties, including, but not limited to, the Sale Notice Parties.

I. Compliance with Bidding Procedures and Bidding Procedures Order. As demonstrated by evidence proffered or adduced and the representations of counsel at the Sale Hearing, the Bidding Procedures (as approved by the Bidding Procedures Order) were substantively and procedurally fair to all parties, were the result of the arm's-length negotiations

and provided a full, fair, and reasonable opportunity for any party to make an offer to purchase the Acquired Assets. The disclosures made by the Debtor concerning the Motion with respect to the Sale Transaction, the assumption and assignment of the Acquired Contracts to Buyer, and the Sale Hearing were good, complete, and adequate. The Debtor, the Buyer, and their respective counsel and other advisors have complied, in good faith, with the Bidding Procedures Order and the Bidding Procedures in all respects. The Debtor and its professionals have adequately and appropriately marketed the Acquired Assets in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order in all respects. As demonstrated by (a) any testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing and (b) the representation of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtor (i) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest and best offer to purchase the Acquired Assets, (ii) provided potential purchasers sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets, and (iii) considered any bids properly submitted in accordance with the Bidding Procedures. Buyer was approved as the Merope Stalking Horse Bidder under the Bidding Procedures Order and was determined, after consultation with the Consultation Parties, to be the Successful Bidder for the Acquired Assets.

J. The Merope Stalking Horse Bid, including the form and total consideration to be realized by the Debtor under the Purchase Agreement, (a) constitutes the highest and best offer received by the Debtor for the Acquired Assets, (b) is fair and reasonable, and (c) is in the best interests of the Debtor, its estate, its creditors, and other parties in interest.

K. Business Judgment. The Debtor has demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale Transaction and performing its obligations under the Purchase Agreement, including, but not limited to, the fact that (a) the consideration provided by the Buyer under the Purchase Agreement constitutes the highest and best offer for the Acquired Assets and will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative, including a separate liquidation of the Acquired Assets; and (b) unless the Sale Transaction is concluded expeditiously as provided for in the Motion and pursuant to the Purchase Agreement, recoveries for the Debtor's creditors and estate will be diminished.

L. Corporate Authority. The Acquired Assets are owned by the Debtor and constitute property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541 of the Bankruptcy Code. The Debtor (a) has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (b) has all of the necessary corporate power and authority to consummate the Sale Transaction, (c) has taken all corporate actions necessary to authorize and approve the Purchase Agreement, and the consummation of the Sale Transaction, and (d) subject to entry of this Order, needs no consents or approvals, including any consents or approvals from any non-Debtor entities, other than those expressly set forth in the Purchase Agreement or this Order, to consummate the Sale Transaction.

M. Good Faith. The sale process and negotiation of the Purchase Agreement engaged in by the Debtor and the Buyer was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. None of the Debtor, the Buyer, nor any Affiliates, members, partners, officers, directors, principals, professionals, or shareholders of the Buyer, nor

any other persons has engaged in any conduct that would cause or permit the Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

N. The Debtor and the Buyer have complied, in good faith, in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtor, and its management, board of directors, employees, agents, advisors, and representatives, and the Buyer, its Affiliates, and each of their respective employees, agents, advisors, and representatives, each actively participated in the bidding process, and each acted in good faith and without collusion or fraud of any kind. The Buyer subjected its bid to competitive bidding in accordance with the Bidding Procedures and was designated the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

O. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, each term of the Purchase Agreement (and any ancillary documents executed in connection therewith) and this Order, and otherwise has proceeded in good faith in all respects in connection with this proceeding, and is therefore entitled to the full protection of section 363(m) of the Bankruptcy Code in respect of the Sale Transaction. Neither the Debtor nor the Buyer has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code. The Debtor, on behalf of its estate, was free to deal with any other party interested in buying or selling some or all of the Acquired Assets. The protections afforded by Bankruptcy Code section 363(m) are integral to the Sale Transaction and the Buyer would not consummate the Sale Transaction without such protections.

P. Buyer is Not an Insider. Neither the Buyer nor any of its Affiliates, officers, directors, managers, shareholders, members, or any of their respective successors or assigns is an

"insider" of the Debtor, as that term is defined under section 101(31) of the Bankruptcy Code. No common identity of directors, managers, controlling shareholders, or members exists between the Debtor and the Buyer.

Q. No Fraudulent Transfer. The consideration provided by the Buyer for the Acquired Assets pursuant to the Purchase Agreement (a) is fair and reasonable, (b) is the highest and best offer for the Acquired Assets, (c) will provide a greater recovery for the Debtor's creditors and estate than would be provided by any other practical available alternative, and (d) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, and each state, territory, possession, and the District of Columbia.

R. The Purchase Agreement was not entered into, and neither the Debtor nor the Buyer entered into the Purchase Agreement or propose to consummate the Sale Transaction, with fraudulent intent or for the purpose of (a) escaping liability for any of the Debtor's debts, or (b) hindering, delaying, or defrauding the Debtor's present or future creditors, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

S. Free and Clear. The transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Buyer with all right, title, and interest of the Debtor in and to the Acquired Assets free and clear of all claims (including, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof), liens (including, without limitation, any and all statutory, mechanic's, builders, materialmen's or similar lien on real and/or personal property "liens" as that term is

defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests, rights, and claims and interests relating to, accruing, or arising any time prior to the Closing Date, including, without limitation, the following: all DIP Obligations of any kind, all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, contract rights, rights of setoff, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, to the greatest degree allowed by applicable law environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court (other than this Court) or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute, the Noncompete Provisions (as defined below) under the Outbound License Agreements (as defined below), and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, senior or subordinated, whether arising prior to or subsequent to the commencement

of this Chapter 11 Case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor or transferee liability or related theories (all of the foregoing, the "**Assertable Claims and Interests**", but excluding the Assumed Liabilities and the Permitted Liens, collectively being referred to in this Order as "**Claims and Interests**").

T. Those holders of Assertable Claims and Interests who did not object or who withdrew their objections to the Motion are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims and Interests who did object and did not withdraw their objections to the Motion, if any, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

U. Any (i) counterparties to the Outbound License Agreements and (ii) licensees of a right to "intellectual property," as such term is defined in section 105(35A) of the Bankruptcy Code, in respect of the Acquired Assets who hold or could hold rights under section 365(n) of the Bankruptcy Code, in each case who did not object or who withdrew their objections to the Motion, are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code.

V. The Debtor, to the extent permitted by applicable law, may transfer the Acquired Assets free and clear of all Claims and Interests, including, without limitation, rights or claims based on any successor or transferee liability, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied.

W. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction, if (a) the transfer of the Acquired Assets was not free and clear of all Claims and

Interests, or (b) the Buyer would, or in the future could, be liable for or subject to any such Claims and Interests.

X. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly orders that none of the Buyer, its respective Affiliates, its respective present or contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff (except for setoffs exercised prior to the Petition Date), or otherwise, directly or indirectly, any Claims and Interests.

Y. Not transferring the Acquired Assets free and clear of all Claims and Interests would adversely impact the Debtor's efforts to maximize the value of its estate, and the transfer of the Acquired Assets other than pursuant to a transfer that is free and clear of all Claims and Interests would be of substantially less benefit to the Debtor's estate.

Z. No Successor, Transferee, or Similar Liability. As a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Acquired Assets, (a) neither the Buyer nor any of its Affiliates shall be deemed to be a mere continuation of the Debtor or its estate, nor shall there be deemed to be a continuity or common identity between the Buyer, the Debtor, or any of its Affiliates, or any continuity of enterprise between the Buyer, the Debtor, or any of their respective Affiliates; (b) neither the Buyer nor any of its Affiliates shall be deemed to be holding themselves out to the public as a continuation of the Debtor; and (c) neither the Buyer nor any of its Affiliates are to be deemed a successor to the Debtor or its estate and none of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction amounts to a consolidation, merger, or *de facto* merger of

the Buyer or any of its Affiliates with or into the Debtor. There is not substantial continuity between the Buyer on the one hand, and the Debtor and/or its estate, on the other. There is no continuity of enterprise between either the Buyer, on the one hand, and the Debtor and/or its estate, on the other. The Buyer is not (a) a mere continuation of the Debtor or its estate or (b) a successor to the Debtor or its estate.

AA. Without limiting the generality of the foregoing, and other than as may be set forth in the Purchase Agreement, none of the Buyer, its Affiliates, the present or contemplated members or shareholders of the Buyer, and its Affiliates, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims and Interests relating to any U.S. federal, state or local income tax liabilities, that the Debtor may incur in connection with consummation of the Sale Transaction, or that the Debtor has otherwise incurred prior to the consummation of the Sale Transaction.

BB. Outbound License Agreements. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly approves the rejection of each of the Outbound License Agreements, including (i) that certain License Agreement, dated August 2, 2024, by and between Genentech and Sangamo (the "**Genentech Agreement**"), (ii) that certain License Agreement, dated December 18, 2024, by and between Astellas and Sangamo (the "**Astellas Agreement**"), (iii) that certain Amended and Restated Collaboration Agreement, dated September 1, 2015, by and between Sangamo and Shire International GmbH, as amended (the "**Takeda Agreement**"), (iv) that certain License Agreement, dated April 2, 2008, by and between Sangamo and Open Monoclonal Technology, Inc. (the "**OMT Agreement**"), (v) that certain Research and License Agreement,

dated July 2, 2008, by and among F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc. and Sangamo (the "**Roche Agreement**"), (vi) that certain Research Collaboration and License Agreement, dated December 28, 2017, by and between Alexion Pharmaceuticals, Inc. and Sangamo, as amended (the "**Alexion Agreement**"), (vii) that certain License Agreement, dated July 10, 2007, by and between Sangamo and Sigma-Aldrich Co., as amended (the "**Sigma-Aldrich Agreement**"), (viii) that certain Research and Commercial License Option Agreement, dated October 1, 2005, by and between Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC) and Seller, as amended (the "**Corteva Agreement**"), (ix) that certain License Agreement, dated November 12, 2025, by and between Sangamo and Miltenyi Biotec B.V. & Co. KG (the "**Miltenyi Agreement**"), (x) that certain License Agreement, dated December 19, 2008, by and between Sangamo and Pfizer Inc., as amended (the "**Pfizer Agreement**"), (xi) that certain Research and Commercial License Agreement, dated February 1, 2014, by and between Sangamo (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agrisoma Biosciences, Inc. (the "**Agrisoma Agreement**"), (xii) that certain Research License Agreement, dated October 1, 2013, by and between Sangamo (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agriculture Victoria Services PTY LTD (the "**AVS Agreement**"), and (xiii) that certain Research and Commercial License Agreement, dated November 9, 2012, by and between Sangamo (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Saatzucht Josef Breun GmbH & Co. KG (the "**Breun Agreement**", and, together with the Genentech Agreement, the Astellas Agreement, the Takeda Agreement, the OMT Agreement, the Roche Agreement, the Alexion Agreement, the Sigma-Aldrich Agreement, the Corveta Agreement, the Miltenyi Agreement, the Pfizer Agreement, the Agrisoma Agreement, the AVS Agreement, the Breun Agreement, and any other agreements applicable to the Acquired Assets

between Sangamo and a non-debtor counterparty that is a licensee thereunder, other than an Acquired Contract, the "**Outbound License Agreements**"). The Debtor has rejected the Outbound License Agreements, and such rejection of the Outbound License Agreements is effective, legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 365(a), 365(g), and 365(n) thereof. The rejection of the Outbound License Agreements reflects the sound exercise of the Debtor's business judgment.

CC. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly finds and orders that, any "noncompete", "commercial exclusivity" or similar provision in any Outbound License Agreement, however characterized, including as set forth in Article 6 of the Genentech Agreement, Section 3.4 of the Astellas Agreement, Sections 8.4 and 8.5 of the Takeda Agreement, the last sentence of Section 3.6 of the Roche Agreement, and the last sentence of Section 2.1 of the OMT Agreement, which purports to restrict the Debtor or any of its Affiliates from conducting activities that are outside the scope of the exclusive Intellectual Property license granted to the applicable Outbound Licensee under an Outbound License Agreement (such provisions, collectively, the "**Noncompete Provisions**"), is not binding on the Buyer or any of its Affiliates following the Closing. The Outbound License Agreements were validly rejected by the Debtor pursuant to section 365, and neither the Debtor nor the Buyer or any of its Affiliates are not bound to future performance under the Outbound License Agreements. The Acquired Assets are not acquired subject to any of the Noncompete Provisions, and the Noncompete Provisions will not be, and hereby are deemed to not be, binding on the Buyer or any of its Affiliates after the Closing Date (the findings in this paragraph, the "**Noncompete Findings**").

DD. Validity of Transfer. The consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(f), and 365(n) thereof, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Purchase Agreement, including without limitation, the Sale Transaction.

EE. The Purchase Agreement has been duly and validly executed and delivered by the Debtor and, subject to the terms of the Purchase Agreement, shall constitute valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with its terms. The Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtor and any chapter 7 or chapter 11 trustee appointed in this Chapter 11 Case, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

FF. Compelling Circumstances for an Immediate Sale. To maximize the value of the Acquired Assets, it is essential that the transactions contemplated by the Purchase Agreement occur within the time constraints set forth therein. Time is of the essence in consummating the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004(h) and 6006(d) with respect to the Sale Transaction. The transactions contemplated by the Purchase Agreement neither impermissibly restructure the rights of the Debtor's creditors nor impermissibly dictate the terms of a chapter 11 plan for the Debtor (any such chapter 11 plan, the "**Plan**"), and therefore, do not constitute a *sub rosa* plan.

GG. Assumption, Assignment and/or Transfer of the Acquired Contracts. The Debtor has demonstrated (a) that it is an exercise of its sound business judgment to assume and assign the Acquired Contracts to the Buyer, in connection with the consummation of the Sale Transaction and (b) that the assumption and assignment of the Acquired Contracts to the Buyer is in the best interests of the Debtor, its estate, its creditors, and other parties in interest. The Acquired Contracts being assigned to the Buyer are an integral part of the Acquired Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Acquired Contracts are reasonable and enhance the value of the Debtor's estate. Each and every provision of the documents governing the Acquired Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Acquired Assets, if any, has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to an Acquired Contract that has not filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

HH. To the extent necessary or required by applicable law, the Debtor has or will have as of the Closing Date: (a) cured, or provided adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Acquired Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from such default, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code.

II. With respect to all Acquired Contracts, the Debtor is entitled to the protections of section 365(k) of the Bankruptcy Code as of the Closing Date, subject to the terms of the Purchase Agreement.

JJ. The promise of the Buyer to perform the obligations first arising under the Acquired Contracts after the assumption and assignment to the Buyer constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparty to the Acquired Contract.

KK. The legal and factual bases set forth in the Motion and presented at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement attached hereto as **Exhibit 1** and the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, is authorized and approved.

2. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief granted herein, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

A. Approval of the Purchase Agreement

3. The Purchase Agreement, all other ancillary documents related thereto or

contemplated thereby, all of the terms and conditions thereof, including, all of the transactions contemplated therein including, without limitation, any amendment to the Purchase Agreement that the Debtor and the Buyer determine is necessary or desirable in connection with the transactions are hereby approved. The consummation of the Sale Transaction is hereby authorized under sections 105, 363, and 365 of the Bankruptcy Code.

4. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtor and its respective officers, employees, and agents are authorized and directed to take any and all actions necessary, appropriate, or reasonable to perform, consummate, implement, and close the Sale Transaction, including, without limitation, the (a) sale to the Buyer of all Acquired Assets, in accordance with the terms and conditions set forth in the Purchase Agreement and this Order, and (b) execution, acknowledgment, and delivery of such deeds, assignments, conveyances, and other assurances, documents and instruments of transfer, and any action for purposes of assigning, transferring, granting, conveying, and confirming to the Buyer, or reducing to possession, the Acquired Assets, all without further order of this Court. The Debtor is further authorized and directed to pay, without further order of this Court, whether before, at, or after the Closing Date, any expenses or costs that are required to be paid by the Debtor under the Purchase Agreement, this Order, or the Bidding Procedures Order, in order to consummate the Sale Transaction or perform its obligations under the Purchase Agreement.

5. All persons and entities (and their respective Affiliates, agents, successors and assigns), including, without limitation, the Debtor, the Debtor's estate, any and all debt security holders, including the DIP Lender (as defined in the Interim DIP Order), equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, and any other creditors who may or do

hold claims or other Claims and Interests against the Debtor or the Acquired Assets, arising under or out of, in connection with, or in any way relating to, the Debtor, the Acquired Assets, the operation or ownership of the Acquired Assets by the Debtor prior to the Closing Date, or the Sale Transaction, are hereby prohibited, forever barred, enjoined, and estopped from asserting or pursuing such claims or other Claims and Interests against the Buyer, its Affiliates, successors, assigns, or property, or the Acquired Assets, including, without limitation, taking any of the following actions with respect to any claims or other Claims and Interests: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Acquired Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Acquired Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (c) creating, perfecting, or enforcing any claim or other Claim or Interest against the Acquired Assets, Buyer, its Affiliates, any of their respective successors, assigns, and properties; (d) asserting a claim or other Claim or Interest as a setoff (except for setoffs exercised prior to the Petition Date), or right of subrogation, of any kind against any obligation due against Acquired Assets, Buyer, its Affiliates, any of their respective successors, assigns, and properties; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Purchase Agreement, or the agreements or actions contemplated or taken in respect thereof, including the Debtor's ability to transfer the Acquired Assets to the Buyer in accordance with the terms of this Order and the Purchase Agreement. Following the Closing Date, no holder of any Claim or Interest in or against the Debtor or the Acquired Assets shall interfere with the Buyer's title to or use and enjoyment of the Acquired Assets based on or related to any such Claim or Interest or based on any action or omission of the

Debtor, including any action or omission of the Debtor in this Chapter 11 Case or any successor cases. No such Person shall assert or pursue any such claim or other Claim or Interest against the Buyer or its Affiliates, successors or assigns.

6. The sale of the Acquired Assets to the Buyer under the Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Acquired Assets are located, and the sale of the Acquired Assets to the Buyer may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer theories whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

B. Transfer of the Acquired Assets Free and Clear

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Acquired Assets shall be sold free and clear of (i) all Assertable Claims and Interests to the extent section 363(f) is satisfied and (ii) all Claims and Interests, with all such Claims and Interests to attach to the proceeds of the Sale Transaction to be received by the Debtor with the same validity, force, priority and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

8. On the Closing Date, all of the Debtor's right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in the Buyer pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code free and clear of any and all Claims and Interests. Such transfer shall constitute a legal, valid, binding and effective transfer of, and shall vest the Buyer with, all of the Debtor's right, title and interest in and to, and possession of the

Acquired Assets. All persons or entities, presently or on or after the Closing Date, in possession of some or all of the Acquired Assets are authorized and directed to surrender possession of the Acquired Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

9. Without limiting the generality of the foregoing, the Acquired Avoidance Actions are hereby assigned and transferred to the Buyer. The Buyer is entitled to pursue, prosecute, settle, or abandon the Acquired Avoidance Actions in its sole and absolute discretion.

10. If, after the Closing Date, Buyer or the Debtor becomes aware that any asset or right that constitutes an Acquired Asset was not delivered to Buyer on the Closing Date (collectively, "**Omitted Assets**"), then the Debtor is authorized and directed to promptly transfer such Omitted Assets to Buyer for no additional consideration, and if such transfer is not legally permissible, then the Debtor shall obtain or structure an arrangement for Buyer to receive (or for the Debtor and its Affiliates to enforce for the benefit of Buyer), whether by license or sub-license (which shall be exclusive, worldwide, perpetual, irrevocable, and fully paid), sub-assignment, or by other means, the economic and operational claims, rights, and benefits of ownership of such Omitted Assets, including the net profits from the operation or subsequent sale of such Omitted Assets, and including the right to manage and control such Omitted Assets, in each case for no additional consideration.

11. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of

law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby authorized and directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office.

12. The Debtor is authorized and directed to execute such documents as may be necessary to release any Claims and Interests of any kind against the Acquired Assets as such Claims and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Claims and Interests against or in the Acquired Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Interests that such person or entity has with respect to the Acquired Assets, (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets; (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims and Interests against the Buyer and the applicable Acquired Assets; (c) the Debtor's creditors and the holders of any Claims and Interests, including the DIP Lender, are authorized to execute such documents and take all other actions as may be necessary to terminate, discharge, or release their Claims and Interests in the Acquired Assets; (d) the Buyer may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction,

and releases of all such Claims and Interests with respect to the Acquired Assets. If any of the Debtor's creditors or any other holders of any Claims and Interests fail to execute any such documents or instruments or take any such actions, the Buyer is authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such Claims and Interests. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear of Claims and Interests shall be self-executing, and neither the Debtor nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

13. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Acquired Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, authorized to be transferred to the Buyer with respect to the Acquired Assets as of the Closing Date. To the extent the Buyer cannot operate under any such license, permit, registration and governmental authorization or approval in accordance with the previous sentence, then to the maximum extent permitted under applicable law, such licenses, permits, registrations and governmental authorizations and approvals shall be in effect while the Buyer, with assistance from the Debtor to the extent required under the Purchase Agreement, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of such licenses, permits, registrations and governmental authorizations and approvals to the Buyer.

14. No Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend or refuse to renew any permit, license or

similar grant relating to the operation of the Acquired Assets on account of the filing or pendency of this Chapter 11 Case or the consummation of the Sale Transaction to the extent that any such action by a Governmental Unit or any representative thereof would violate section 525 of the Bankruptcy Code.

C. No Successor Liability

15. Upon the Closing Date, except as provided in the Purchase Agreement, the entry of this Order and the approval of the terms of the Purchase Agreement shall mean that the Buyer (and any of its Affiliates, successors, or assigns), as a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Acquired Assets, shall not be deemed to: (a) be a legal successor or successor employer to the Debtor (including with respect to any health or benefit plans), or otherwise be deemed a successor to the Debtor, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) have, *de facto*, or otherwise, merged or consolidated with or into the Debtor; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor, including, in the case of each of (a)–(c), without limitation, (i) within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.) ("**WARN**"), to the greatest degree allowed by applicable law, the Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**"), the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. or (ii) in respect of (1) to

the greatest degree allowable by applicable law, any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, (2) any liabilities, penalties, costs, debts, or obligations of or required to be paid by the Debtor for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or (3) any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine.

16. Without limiting the generality of the foregoing, and except as otherwise provided in the Purchase Agreement and this Order, neither the Buyer nor any of its Affiliates shall have any responsibility for any (a) liability or other obligation of the Debtor related to the sale and transfer of the Acquired Assets to the Buyer other than the Assumed Liabilities, or (b) claims against the Debtor or any of its predecessors or Affiliates. By virtue of the Buyer's purchase of the Acquired Assets, neither the Buyer nor any of its Affiliates shall have any liability whatsoever with respect to the Debtor's (or its predecessors' or Affiliates') respective businesses or operations or any of the Debtor's (or its predecessors' or Affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, to the greatest degree allowed by applicable law, environmental (including, but not limited to, CERCLA), successor, or transferee liability, de facto merger or substantial continuity, labor and employment (including, but not limited to, WARN) or products liability law, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of the Debtor's employment agreements or health or benefit

plans, any settlement or injunction or any liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing Date (collectively, with the potential claims set forth in paragraph 15, "**Successor Liability**"). The Buyer would not have acquired the Acquired Assets but for the foregoing protections against Successor Liability.

D. Assumption and Assignment of Acquired Contracts

17. Notwithstanding any provision of any contract governing the Acquired Assets, including any Acquired Contract to be assumed and assigned to the Buyer as of the Closing Date, pursuant to section 365(f) of the Bankruptcy Code or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of the Acquired Assets, including any Acquired Contracts, at the Closing Date, the Debtor shall, in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code, (i) assign the Acquired Assets to the Buyer and (ii) assume and assign the Acquired Contracts to the Buyer as of the Closing Date, in each case, which assignments shall take place on and be effective as of the Closing Date or such other date after the Closing Date, subject to the terms of the Purchase Agreement, this Order, the Bidding Procedures Order, or as otherwise provided by a separate order of this Court.

18. The Debtor is authorized, in accordance with the Purchase Agreement and at the direction of the Buyer, (i) at any time that is at least two (2) days prior to the Closing Date, (a) remove a contract from the list of Acquired Contracts to be assumed and assigned in connection with the Sale Transaction or (b) modify the previously stated cure cost associated with any Acquired Contract, or (ii) at any time that is at least two (2) days prior to the effective date of any chapter 11 plan in respect of the Debtor (provided, that any relevant counterparties are provided with at least ten (10) days' notice, unless such counterparty agrees otherwise), add previously

omitted executory contracts and unexpired leases as contracts to be assumed and assigned to the Buyer (any such contracts, "**Supplemental Contracts**").

19. If, in each case in accordance with the Purchase Agreement, (i) the Buyer determines that a contract that was previously an Acquired Contract will no longer be assumed and assigned, (ii) the Buyer determines that Supplemental Contracts will be assumed and assigned to Buyer in connection with the Sale Transaction, or (iii) the Debtor determines that a previously stated Cure Cost will be modified, the Debtor will file with the Court and serve on the applicable counterparties, a supplemental assumption notice (the "**Supplemental Assumption Notice**") which shall contain the same information as a Contract Assumption/Rejection Notice (as defined in the Bidding Procedures Order), and such counterparties shall have until the date that is ten (10) days after the filing of the applicable Supplemental Assumption Notice to file an objection (a "**Supplemental Contract Objection**") to: (i) the modified Cure Cost for a contract previously identified as an Acquired Contract and/or (ii) the assumption and assignment of a newly-added Supplemental Contract. Any Supplemental Contract Objection shall comply with the same requirements as Contract Objections, including, without limitation, being served on Objection Recipients (as defined in the Bidding Procedures Order). The inclusion of any contract on any Supplemental Assumption Notice shall not constitute an admission that a particular contract is an executory contract or require or guarantee that such contract will be an Acquired Contract.

20. If no Contract Objection or Supplemental Contract Objection is timely received with respect to (i) a Supplemental Contract or (ii) for such Acquired Contract, the Cure Cost of which was modified by the Supplemental Assumption Notice (a "**Revised Cure Cost Contract**"): (a) the counterparty to such contracts shall be deemed to have consented to the assumption by the Debtor and assignment to Buyer of the Supplemental Contract or Revised Cure Cost Contract, and

be forever barred from asserting any objection with regard to such assumption and assignment; (b) any and all defaults under the Supplemental Contract or Revised Cure Cost Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Cure Cost set forth in the Supplemental Assumption Notice, as applicable, for such Supplemental Contract or Revised Cure Cost Contract; and (c) the Cure Cost set forth in the Supplemental Assumption Notice, as applicable, for such Supplemental Contract or Revised Cure Cost Contract shall be controlling, notwithstanding anything to the contrary in such Supplemental Contract or Revised Cure Cost Contract, or any other related document; and (d) the Supplemental Contract shall be added to the list of Acquired Contracts, and shall be an Acquired Contract for all purposes of this Order.

21. If a timely Supplemental Contract Objection is received and such objection cannot otherwise be resolved by the parties, the Debtor shall request that a hearing be scheduled and held before this Court on an expedited basis to resolve such objection; *provided*, that to the extent a Supplemental Contract Objection relates solely to the amount of the Cure Cost (a "**Cure Cost Dispute**"), the Debtor may assume and/or assume and assign the applicable Supplemental Contract or Revised Cure Cost Contract prior to the resolution of such Cure Cost Dispute if the Debtor reserves cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the counterparty or counterparties to such Supplemental Contract or Revised Cure Cost Contract. The Debtor, with the consent of the Buyer, may settle any Cure Cost Dispute without any further notice to any other party or any action, order, or approval of this Court.

22. If a timely Supplemental Contract Objection is received and such objection cannot otherwise be resolved prior to the Closing Date (i) Buyer may, in its sole discretion, by written notice to the Debtor, elect to remove such executory contract or unexpired lease from the list of

Acquired Contracts, in which case such executory contract or unexpired lease shall be a Retained Asset for all purposes of the Purchase Agreement and no Liabilities arising thereunder shall be assumed or borne by Buyer, or (ii) Buyer may elect to temporarily treat such executory contract or unexpired lease as a "**Designated Contract**" and proceed to Closing without any modification to the Purchase Price, without the assignment of such Designated Contract, and determine within seven (7) Business Days after resolution of such objection (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty) whether to treat such Designated Contract as an Acquired Contract or a Retained Asset. For any Designated Contracts that are the subject of a pending Supplemental Contract Objection with respect solely to the amount of the Cure Cost at the time of Closing, Seller shall reserve funding for such disputed Cure Costs pending resolution of the dispute.

23. To the fullest extent permitted by the Bankruptcy Code, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the counterparty to any Acquired Contract is forever barred from raising or asserting against Buyer any assignment fee, rent acceleration, rent increase on account of assignment, default, breach, claim, pecuniary loss, or prohibition, restriction, or condition to assignment, arising under or related to an Acquired Contract, existing as of the date that such Acquired Contract is assumed, assigned and sold or arising by reason of the Closing Date. Notwithstanding any term of any Acquired Contract to the contrary, any extension or renewal options or other rights contained in such Acquired Contract that purport to be personal only to, or exercisable only by, the Debtor, a named entity, or an entity operating under a specific trade name, may, in each case, be freely exercised to their full extent by the Buyer subject to the other applicable terms of the Acquired Contract. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liabilities or obligations with respect to the

Assigned Contracts after such assignment to, and assumption by, the Buyer, subject to the terms of the Purchase Agreement.

E. Rejection of Outbound License Agreements

24. This Court approves the Debtor's rejection of the Outbound License Agreements, and such rejection of the Outbound License Agreements is effective as of the Closing Date. The Debtor and the Buyer and its Affiliates are not bound to future performance under the Outbound License Agreements, the Acquired Assets are not acquired subject to the Noncompete Provisions, and the Noncompete Provisions will not be binding on the Buyer or its Affiliates following the Closing Date. Without limiting the generality of the foregoing provisions of this Order, the Buyer has no Successor Liability with respect to any obligations of the Debtor under the Outbound License Agreements, and the Acquired Assets are sold free and clear of all Claims and Interests, including counterparty rights provided by section 365(n) of the Bankruptcy Code. To the extent any licensee under an Outbound License Agreement exercises its rights pursuant to section 365(n)(1)(B) of the Bankruptcy Code, such licensee shall make all 365(n)(2)(B) Royalty Payments under such Outbound License Agreement to the Buyer.

F. Good Faith; Arm's Length Sale

25. The Purchase Agreement was negotiated and executed by the Debtor and the Buyer, and the transactions contemplated thereby, including, without limitation, the Sale Transaction, are and have been undertaken, by the Debtor, the Buyer and their respective representatives at arm's length, without collusion and in "good faith," as such term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction, the Noncompete Findings, or any term of the Purchase Agreement (including the

assumption and assignment by the Debtor of any Acquired Contracts), and shall not permit the unwinding of the Sale Transaction. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections under section 363(m) of the Bankruptcy Code.

26. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement or the transactions contemplated thereby, including, without limitation, the Sale Transaction, to be avoided, or for damages or costs to be imposed, under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Acquired Assets under the Purchase Agreement is fair and reasonable, and the Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

G. Related Relief

27. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtor that are approved by this Order, including, without limitation, the Purchase Agreement and the Sale Transaction.

28. The automatic stay provisions of section 362 of the Bankruptcy Code are modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Order.

29. This Order and the Purchase Agreement shall be binding in all respects upon all pre-petition and post-petition creditors of the Debtor, all interest holders of the Debtor, the UCC, any Court-appointed committee, all successors and assigns of the Debtor and its Affiliates and subsidiaries, and any trustees, examiners, "responsible persons," or other fiduciaries appointed in this Chapter 11 Case or upon a conversion of this Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the Purchase Agreement and Sale Transaction

shall not be subject to rejection or avoidance under any circumstances by any party. This Order shall be binding in all respects upon, and shall inure to the benefit of, all successors and assigns of the Buyer.

30. This Court retains jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction.

31. The Purchase Agreement, Transaction Agreements, and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court.

32. This Order is intended to constitute a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply; (b) the Debtor is not subject to any stay of this Order or in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Debtor and the Buyer may, each in its discretion and without further delay, take any action and perform any act authorized under this Order.

33. In the event of any inconsistency between this Order and the Purchase Agreement, and solely to the extent of such inconsistency, the terms of this Order shall control.

34. The provisions of this Order are non-severable and mutually dependent.

35. The provisions of this Order and any actions taken pursuant hereto shall survive and remain effective notwithstanding any order that may be entered (a) confirming any Plan in this Chapter 11 Case; (b) converting any of this Chapter 11 Case to cases under chapter 7 of the Bankruptcy Code; or (c) dismissing any of this Chapter 11 Case.

36. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

EXHIBIT C-1

Astellas Stalking Horse APA

STRICTLY CONFIDENTIAL
EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and between

ASTELLAS GENE THERAPIES, INC.

and

SANGAMO THERAPEUTICS, INC.

dated as of

June 22, 2026

TABLE OF CONTENTS

ARTICLE I DEFINITIONS 1

Section 1.01 Definitions 1
Section 1.02 Other Definitional and Interpretative Provisions 15

ARTICLE II PURCHASE AND SALE 16

Section 2.01 Purchase and Sale of Assets 16
Section 2.02 Excluded Assets 17
Section 2.03 Assumed Liabilities 18
Section 2.04 Excluded Liabilities 18
Section 2.05 Assignment of Contracts; Cure Costs 20
Section 2.06 Assignment of Assets 22
Section 2.07 Further Conveyances and Assumptions 23
Section 2.08 Purchase Price 23
Section 2.09 Milestone Payment 23
Section 2.10 Certain Tax Matters 24
Section 2.11 Non-Exclusive License to Seller under certain Intellectual Property Assets 26

ARTICLE III CLOSING 26

Section 3.01 Closing 26
Section 3.02 Closing Deliverables 26

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER 27

Section 4.01 Organization and Qualification of Seller 28
Section 4.02 Authority of Seller 28
Section 4.03 No Conflicts; Consents 28
Section 4.04 Title to Purchased Assets 29
Section 4.05 Assets Necessary to Business 29
Section 4.06 Intellectual Property 29
Section 4.07 Assigned Contracts 34
Section 4.08 Reserved 35
Section 4.09 Inventory 35
Section 4.10 Compliance With Laws; Permits 35
Section 4.11 Litigation 36
Section 4.12 Privacy Matters 37
Section 4.13 Employee Benefit Plans; Labor Matters 37
Section 4.14 Taxes 39
Section 4.15 Key Suppliers 39
Section 4.16 Insurance 40
Section 4.17 Finders' Fees 40
Section 4.18 Certain Information 40
Section 4.19 No Other Representations and Warranties 40

ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER 40

Section 5.01 Organization of Buyer. 41
Section 5.02 Authority of Buyer. 41
Section 5.03 No Conflicts; Consents 41
Section 5.04 Finders' Fees 41
Section 5.05 Available Funds 42
Section 5.06 Litigation 42
Section 5.07 Independent Investigation 42
Section 5.08 Non-Reliance; Purchased Assets 42

ARTICLE VI BANKRUPTCY COURT MATTERS 43

Section 6.01 Competing Transactions 43
Section 6.02 Bankruptcy Court Filings 43

ARTICLE VII COVENANTS 45

Section 7.01 Conduct of Business Prior to the Closing 45
Section 7.02 Access to Information 49
Section 7.03 Notice of Certain Events; Regulatory Submissions 49
Section 7.04 Employees and Employee Benefits 50
Section 7.05 Confidentiality 51
Section 7.06 Consents 52
Section 7.07 Books and Records 52
Section 7.08 Public Announcements 52
Section 7.09 Further Assurances 53
Section 7.10 Wrong Pockets 53
Section 7.11 No Successor Liability 53
Section 7.12 Transition Services Agreement 53
Section 7.13 Transfer Taxes 53

ARTICLE VIII CONDITIONS TO CLOSING 54

Section 8.01 Conditions to Obligations of All Parties 54
Section 8.02 Conditions to Obligations of Buyer 54
Section 8.03 Conditions to Obligations of Seller 55

ARTICLE IX TERMINATION 56

Section 9.01 Termination 56
Section 9.02 Backup Bidder 58
Section 9.03 Effect of Termination 59
Section 9.04 Termination Fee 59

ARTICLE X MISCELLANEOUS 61

Section 10.01 Notices 61
Section 10.02 No Survival of Representations and Warranties 62
Section 10.03 Expenses 62
Section 10.04 Entire Agreement 62
Section 10.05 Headings 62

Section 10.06 Severability 62
Section 10.07 Binding Effect; Benefit; Assignment. 62
Section 10.08 No Third Party Beneficiaries 63
Section 10.09 Amendment and Waivers 63
Section 10.10 Governing Law; Jurisdiction; Waiver of Jury Trial 63
Section 10.11 Specific Performance 64
Section 10.12 Counterparts; Effectiveness 65
Section 10.13 No Recourse 65

Exhibit A Bidding Procedures Order

Exhibit B Bidding Procedures

Exhibit C Sale Order

Exhibit D Transition Services

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of June 22, 2026, is entered into by and between Sangamo Therapeutics, Inc., a Delaware corporation ("**Seller**"), and Astellas Gene Therapies, Inc., a Delaware corporation ("**Buyer**"). Seller and Buyer are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, on June 23, 2026 (the "**Petition Date**"), Seller as debtor and debtor in possession (the "**Debtor**") expects to seek relief under Chapter 11 of Title 11 of the United States Code (as amended, the "**Bankruptcy Code**") by filing a case (the "**Chapter 11 Case**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

WHEREAS, Seller has been developing and investigating in clinical trials a gene therapy product for the treatment of Fabry disease (the "**Business**");

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets of the Business, subject to the terms and conditions set forth herein; and

WHEREAS, subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, the Parties desire to enter into this Agreement, pursuant to which Seller shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the Purchased Assets, and Buyer shall assume all of the Assumed Liabilities, and the Parties intend to effectuate the transactions contemplated by this Agreement, upon the terms and conditions hereinafter set forth in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and subject to entry of the Sale Order.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. The following terms have the meanings specified or referred to in this ARTICLE I:

"**Accelerated Milestone Event**" means the first accelerated approval by the FDA of a US BLA for a Company Product for the treatment of Fabry disease based on the STAAR Studies, provided that none of the following shall be considered an accelerated approval for purposes of determining whether the Accelerated Milestone Event has been achieved: (a) an approval that is based on an additional pre-approval pivotal study beyond the STAAR Studies; (b) an accelerated approval under section 506(c) of the FD&C Act (21 U.S.C. § 356(c)) that requires a post-approval study other than long-term follow-up of patients previously enrolled in the STAAR Studies; and

(c) an accelerated approval restricted by a "Boxed Warning," a "Risk Evaluation and Mitigation Strategy," or an indication restricted to second-line treatment only.

"**Accelerated Milestone Payment**" has the meaning set forth in Section 2.09(a).

"**Action**" means any action, cause of action, claim, demand, litigation, suit, summons, subpoena, inquiry, investigation, audit, hearing, originating application to a tribunal, arbitration or other legal proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract, in tort or otherwise, excluding the Chapter 11 Case.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For the purpose of this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of voting securities or partnership or other ownership interests, by Contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Ancillary Documents**" means the Bill(s) of Sale, the Assignment and Assumption Agreement(s), Intellectual Property Assignment(s), the Transition Services Agreement and any other agreements, instruments and documents required to be delivered at the Closing.

"**Apportioned Taxes**" has the meaning set forth in Section 2.10(c).

"**Assigned Contracts**" has the meaning set forth in Section 2.01(c).

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 3.02(a)(ii).

"**Assignment and Assumption Notice**" has the meaning set forth in Section 6.02(c).

"**Assumed Liabilities**" has the meaning set forth in Section 2.03.

"**Auction**" means the auction contemplated by the Bidding Procedures Order.

"**Avoidance Action Claims**" means, collectively, any and all avoidance, recovery, subordination, or other claims, actions, rights, or remedies that may be brought by or on behalf of Seller or its estate or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including remedies, claims or causes of action arising under or pursuant to chapter 5 of the Bankruptcy Code or any other similar provision of applicable Law.

"**Backup Bidder**" means the party whose bid is determined to be the next highest bid after the bid of the Successful Bidder at the Auction.

"**Backup Bidder Outside Date**" has the meaning set forth in Section 9.02.

"**Bankruptcy Code**" has the meaning set forth in the recitals.

"**Bankruptcy Court**" has the meaning set forth in the recitals.

"**Bankruptcy Period**" has the meaning set forth in Section 10.10(b).

"**Bidding Procedures**" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, in the form of Exhibit B attached hereto subject to (a) immaterial modifications or clarifications or (b) such other changes to which Buyer, in its sole discretion, consents in writing.

"**Bidding Procedures Order**" means an order of the Bankruptcy Court approving, among other things, the Bidding Procedures for conducting a sale and auction of the Purchased Assets, and authorizing Seller's performance of its obligations under this Agreement, in the form of Exhibit A attached hereto with (a) immaterial modifications or clarifications or (b) such other changes to which Buyer, in its sole discretion, consents in writing.

"**Bill of Sale**" has the meaning set forth in Section 3.02(a)(i).

"**Books and Records**" has the meaning set forth in Section 2.01(l).

"**Business**" has the meaning set forth in the recitals.

"**Business Data**" has the meaning set forth in Section 4.12(c).

"**Business Day**" means a day, other than Saturday, Sunday or other day on which commercial banks in Tokyo, Japan or Wilmington, Delaware are authorized or required by applicable Law to close.

"**Buyer**" has the meaning set forth in the preamble.

"**Buyer's Closing Certificate**" has the meaning set forth in Section 8.03(c).

"**Buyer Material Adverse Effect**" means any Effect that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement on or before the End Date or to timely perform any of its obligations under this Agreement.

"**Chapter 11 Case**" has the meaning set forth in the recitals.

"**Closing**" has the meaning set forth in Section 3.01.

"**Closing Consideration**" has the meaning set forth in Section 2.08.

"**Closing Date**" has the meaning set forth in Section 3.01.

"**COBRA**" means, collectively, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and any similar state or local law.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company Product**" means isaralgagene civaparvovec, code named by Seller as ST-920, a gene therapy product consisting of an engineered, liver-targeted adeno-associated viral vector (rAAV 2/6) encoding a copy of the human *GLA* gene, as described in U.S. IND #18733, and any other gene therapy candidate developed by Seller consisting of an AAV vector encoding a version (human or otherwise) of the *GLA* gene.

"**Competing Transaction**" has the meaning set forth in Section 6.01.

"**Consulting Agreement**" means consulting, independent contractor or other non-employee service agreement between Seller or any of its Subsidiaries, on the one hand, and any Specified Individual, on the other hand.

"**Contracts**" means, with respect to any Person, any legally binding contract, subcontract, agreement, lease, sublease, license, sublicense, commitment, sale or purchase order, indenture, note, bond, loan, mortgage, deed of trust, insurance policy, instrument, or other arrangement, commitment, undertaking or understanding, whether written or oral, to which such Person is a party or by which such Person or such Person's properties or assets are bound, and which is primarily related to the Business.

"**Copyrights**" means any writings and other works (including software, databases, literary, pictorial and graphic works), whether copyrightable or not, published or unpublished, in any jurisdiction (domestic and foreign), and any and all copyright rights, whether registered or not, moral rights, database rights and similar rights therein, and registrations or applications for registration of copyrights in any jurisdiction (domestic and foreign), and any renewals or extensions thereof.

"**Cure Costs**" means, with respect to any Assigned Contract, the Liabilities that must be paid or otherwise satisfied to cure all monetary defaults under such Assigned Contracts to the extent required under Section 365(b) of the Bankruptcy Code in connection with the assignment and assumption of such Assigned Contract.

"**Debtor**" has the meaning set forth in the recitals.

"**Designated Contract**" has the meaning set forth in Section 2.05(i).

"**DIP Order**" means an order from the Bankruptcy Court approving, among other things, Seller's entry into a debtor-in-possession financing facility on an interim or final basis.

"**Disclosure Schedules**" means the Disclosure Schedule delivered by Seller concurrently with the execution and delivery of this Agreement.

"**Dollars**" or "**$**" means the lawful currency of the United States.

"**e-mail**" has the meaning set forth in Section 10.01.

"**Effect**" means any event, state of facts, circumstance, change, occurrence, development, condition, result or effect.

"**Employee**" means any employee of Seller or any of its Subsidiaries whose services for Seller and its Subsidiaries are primarily in connection with the Business.

"**Employee Plan**" means with respect to current and former Employees, any (i) "employee benefit plan" as defined in Section 3(3) of ERISA, (ii) compensation, employment, consulting, independent contractor, severance, termination protection, change in control, indemnification, loan, transaction bonus, retention or similar plan, agreement, arrangement, program or policy or (iii) other plan, agreement, arrangement, program or policy providing for compensation, bonuses, profit-sharing, equity or equity-based compensation or other forms of incentive or deferred compensation, vacation or time-off benefits, insurance (including any self-insured arrangement), medical, dental, vision, hospitalization, prescription or fringe benefits, life insurance, relocation or expatriate benefits, perquisites, disability or sick leave benefits, employee assistance program, supplemental unemployment benefits or post-employment or retirement benefits (including compensation, pension, employee stock ownership, stock purchase, stock option, health, medical or insurance benefits, and any plan maintained under Section 401(k) of the Code), in each case (A) whether or not written, and (B) that is sponsored, maintained, administered, contributed to, required to be contributed to or entered into by Seller or any of its ERISA Affiliates or for which Seller or any of its Subsidiaries has or would be reasonably expected to have any current or future liability. The term "Employee Plan" includes any PEO Plan, programs, policies and arrangements sponsored or maintained by a PEO in which current or former employees, officers or directors of Seller or any of its ERISA Affiliates are eligible to participate in connection with their service to Seller or any of its ERISA Affiliates.

"**Employment Agreement**" means each management, employment, severance, retention, relocation, repatriation, expatriation, change in control or similar agreement or offer letter between Seller or any of its Subsidiaries, on the one hand, and any Specified Individual, on the other hand.

"**End Date**" has the meaning set forth in Section 9.01(b)(ii).

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" means any person which is (or at any relevant time was or will be) a member of a "controlled group of corporations" with, under "common control" with, or a member of an "affiliated service group" with Seller as such terms are defined in Sections 414(b), (c), (m) or (o) of the Code.

"**Essential Counterparties**" has the meaning set forth in Section 2.05(i).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Assets**" has the meaning set forth in Section 2.02.

"**Excluded Business**" means the business conducted by Seller and its Subsidiaries using the assets of Seller and its Subsidiaries unrelated to the Business.

"**Excluded Contracts**" has the meaning set forth in Section 2.02(a).

"**Excluded Liabilities**" has the meaning set forth in Section 2.04.

"**Expense Reimbursement**" has the meaning set forth in Section 9.04(a).

"**FCPA**" has the meaning set forth in Section 4.10(b).

"**FDA**" means the United States Food and Drug Administration.

"**Final Order**" means an order of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Case (or the docket of such other court), (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial, request for stay, motion or petition for reconsideration, application or request for review, or other similar motion, application, notice or request (collectively, a "**Challenge**") has been timely filed, or, if a Challenge has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further Challenge thereon; (b) as to which the time for instituting or filing a Challenge shall have expired; and (c) as to which no stay is in effect.

"**Full Milestone Event**" means the first full approval by the FDA of a US BLA for a Company Product for the treatment of Fabry disease based on the STAAR Studies, either as part of the original BLA submission or if an accelerated approval under section 506(c) of the FD&C Act is converted into a full approval, provided that none of the following shall be considered a full approval for purposes of determining whether the Full Milestone Event has been achieved: (a) an approval that is based on an additional pre-approval pivotal study beyond the STAAR Studies and (b) an approval restricted by a "Boxed Warning," a "Risk Evaluation and Mitigation Strategy," or an indication restricted to second-line treatment only.

"**Full Milestone Payment**" has the meaning set forth in Section 2.09(a).

"**Fundamental Representations**" means those representations and warranties of Seller set forth in Section 4.01 (*Organization and Qualification of Seller*), Section 4.02 (*Authority of Seller*), Section 4.03(a) (*No Conflicts with Organizational Documents*), Section 4.06 (*Intellectual Property*) and Section 4.17 (*Finders' Fees*).

"**GAAP**" means generally accepted accounting principles in the United States as in effect on the date of this Agreement.

"**Good Clinical Practices**" or "**GCP**" means the then-current applicable requirements and standards for designing, conducting, recording, and reporting clinical trials (including all applicable requirements relating to protection of human subjects), including as set forth in (i) the FD&C Act and applicable regulations promulgated thereunder (including, for example, 21 C.F.R. Parts 50, 54, 56, and 312), (ii) applicable guidelines from the International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use, including ICH E6(R3) and ICH E3, (iii) Regulation (EU) No 536/2014, and (iv) comparable standards of good clinical practice (including all applicable requirements relating to protection of human subjects) as are required by Governmental Authorities in any other country or jurisdiction.

"**Good Laboratory Practices**" or "**GLP**" means the then-current standards for good laboratory practices for pharmaceuticals, including as set forth in (i) the FDA's GLP regulations

at 21 C.F.R. Part 58, (ii) Directive 2004/10/EC, (iii) the GLP principles of the Organisation for Economic Co-Operation and Development (OECD), and (iv) such standards of good laboratory practice as are required by other organizations and Governmental Authorities in countries in which any nonclinical study is conducted, to the extent such standards are not less stringent than the FDA's GLP regulations.

"**Good Manufacturing Practices**" or "**GMP**" means the then-current good practices and standards for the manufacture and testing of pharmaceutical products and their components, including as set forth in (i) the FD&C Act, (ii) 21 C.F.R. Parts 210, 211, 600, and 610, and FDA guidance issued thereunder, and (iii) comparable applicable Law related to the manufacture and testing of pharmaceutical materials in jurisdictions outside the United States. "Good Manufacturing Practices," or "GMP" also means the quality guidelines promulgated by the ICH, including the ICH Q7A, titled "Q7A Good Manufacturing Practice Guidance for Active Pharmaceutical Ingredients" and the policies promulgated thereunder.

"**Governmental Authority**" means any transnational, domestic or foreign federal, state, provincial, local or other governmental, regulatory or administrative authority, department, court, mediator or other tribunal or arbitral body (public or private), agency, board, commission or official, including any political subdivision thereof, or any other governmental or quasi-governmental (including self-regulatory) authority or instrumentality.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, award, verdict, or other decision issued, promulgated or entered by or with any Governmental Authority.

"**Health Care Laws**" means all Laws applicable to the research, nonclinical and clinical testing, development, manufacturing, ownership, operation, storage, import, export, distribution, marketing, pricing, sale, promotion, document retention, warehousing, packaging, labeling, and handling of any compound or Company Product, including the Federal Food, Drug, and Cosmetic Act ("**FD&C Act**"), the Public Health Service Act, and the implementing regulations, and any comparable state and foreign Laws, including the Laws, regulations, and guidance GCP, GLP and GMP, including guidance from the International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use.

"**Independent Contractor**" means any natural person who is an independent contractor, advisor, director, consultant or other service provider (other than an employee) who provides personal services to Seller or any of its Subsidiaries in connection with the Business.

"**Insurance Policies**" has the meaning set forth in Section 4.16.

"**Intellectual Property Agreements**" means all agreements relating to Intellectual Property Rights owned by a Third Party and licensed or sublicensed, whether exclusively or non-exclusively, to Seller or any of its Subsidiaries primarily relating to the Business, including consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, grants of immunity, rights of reference, permissions and other Contracts, whether written or oral, relating to any such Intellectual Property Rights to which Seller is a party, beneficiary or otherwise bound.

"**Intellectual Property Assets**" means all Intellectual Property Rights that are owned by Seller and are primarily relating to the Company Product or primarily held for use in the conduct of the Business as currently conducted or proposed to be conducted, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property Rights; and (ii) claims and causes of action with respect to such Intellectual Property Rights, whether accruing before, on, or after the date hereof, including all rights to and claims for (including the right to recover and retain) damages, restitution, attorneys' fees, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof; provided that Intellectual Property Assets shall not include any Intellectual Property Rights set forth in Section 2.02(d) of the Disclosure Schedules.

"**Intellectual Property Assignment**" has the meaning set forth in Section 3.02(a)(iii).

"**Intellectual Property Registrations**" means all Intellectual Property Assets that are subject to any issuance, registration, recordation or application by or with any Governmental Authority or authorized private registrar in any jurisdiction, including issued Patents, registered Trademarks, domain names and Copyrights, and pending applications for any of the foregoing.

"**Intellectual Property Rights**" means any and all (i) Trademarks, (ii) Patents, (iii) Trade Secrets, information, knowledge, experience, skills, drawings, blueprints, utility models, technology, inventions, discoveries and improvements, (iv) Copyrights, (v) moral rights, data and database rights, design rights, industrial property rights, publicity rights and privacy rights, (vi) all forms and types of computer software (including source code, object code, firmware, development tools, APIs, files, records and data and all documentation related to any of the foregoing), (vii) any other intellectual property or proprietary rights and (viii) all rights under or relating to any of the foregoing granted under any Contract.

"**Inventory**" has the meaning set forth in Section 2.01(d).

"**IRS**" means the U.S. Internal Revenue Service.

"**IND**" means any Investigational New Drug application submitted to the FDA pursuant to 21 C.F.R. Part 312 or any similar application or submission submitted to a Regulatory Authority outside the United States for the purpose of obtaining permission to conduct clinical trials, including a clinical trial application.

"**IT Assets**" means computers, mobile devices, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, storage devices, data communications lines and all other information technology, network, security and data assets, equipment, systems, cloud infrastructure, services, and all associated documentation and materials owned by Seller or any of its Subsidiaries or licensed, subscribed to, operated, held for use, or leased by Seller or any of its Subsidiaries, in each case, that are primarily related to the Business.

"**Key Suppliers**" has the meaning set forth in Section 4.15(a).

"**Knowledge of Seller", "Seller's Knowledge**" or any other similar knowledge qualification, means the actual knowledge of the individuals listed in Section 1.01(a) of the

Disclosure Schedules, in each case after making reasonable inquiry, together with the knowledge such individuals would reasonably be expected to have had if they had made such due inquiry.

"**Law**" means any federal, state, local or foreign law, treatise, decree, statute, code, constitution, principle of common law, ordinance, rule, regulation, guidance, guideline, judgment, decree, injunction, ruling, order, procedure, decision or other requirement of any Governmental Authority, including GLP, GMP, GCP, Health Care Laws and Privacy Laws.

"**Liabilities**" means liabilities, obligations, damages, costs, expenses or commitments of any nature whatsoever, asserted or unasserted, direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"**Lien**" shall have the meaning set forth in Section 101(37) of the Bankruptcy Code and shall include any pledge, option, charge, lien, license, debentures, trust deeds, hypothecation, easement, security interest, right-of-way, encroachment, mortgage, deed of trust, defect of title, restriction on transferability, restriction on use or other encumbrance, in each case whether imposed by agreement, law, equity or otherwise.

"**Marketing Application**" means an application for the approval, license, or authorization to market a pharmaceutical compound or product in any country or group of countries, as defined in the Laws and filed with the Governmental Authority of a given country or group of countries, and all additions, amendments, supplements, extensions and modifications thereto, including a US BLA.

"**Milestone Events**" means the Full Milestone Event and the Accelerated Milestone Event.

"**Milestone Payments**" means the Full Milestone Payment and the Accelerated Milestone Payment.

"**Necessary Consent**" has the meaning set forth in Section 2.06(b).

"**Non-Recourse Parties**" has the meaning set forth in Section 10.13(a).

"**Parties**" has the meaning set forth in the preamble.

"**Party**" has the meaning set forth in the preamble.

"**Patent**" means any national or multinational statutory invention registrations, patents and patent applications issued or applied for in any jurisdiction, including all certificates of invention, provisionals, nonprovisionals, substitutions, divisionals, continuations, continuations-in-part, reissues, renewals, extensions, supplementary protection certificates, reexaminations, patents of addition, utility models, inventors' certificates, patent term adjustments, patent term extensions and the equivalents of any of the foregoing in any jurisdiction, and all inventions disclosed in each such registration, patent or patent application.

"**PEO**" means a professional employer organization, employer of record or similar Third Party.

"**Permits**" means each grant, license, franchise, permit, easement, variance, exception, exemption, waiver, consent, certificate, certification, registration, accreditation, approval, authorization, concession, decree, confirmation, qualification, consent, variance, Governmental Order or other similar authorization of any Governmental Authority.

"**Permitted Liens**" means (i) Liens for Taxes not yet due or delinquent or the validity or amount of which is being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP and which would not, individually or in the aggregate, have a material impact on the Purchased Assets or the Business, (ii) materialmen's, mechanics', carriers', workers', warehousemen's, repairers' and similar Liens arising in the ordinary course of business, securing obligations as to which there is no default and which are not yet due and payable, or the validity or amount of which is being contested in good faith by appropriate proceedings which have the effect of preventing the forfeiture or sale of the property subject thereto and for which adequate reserves have been established in accordance with GAAP and which would not, individually or in the aggregate, have a material impact on the Purchased Assets or the Business, (iii) Liens to secure payment of workers' compensation, unemployment insurance, social security or other social security legislation (other than Liens imposed by ERISA), (iv) with respect to leased or licensed personal property, the terms and conditions of the lease, license, sublease or other agreement applicable thereto (excluding any license of Intellectual Property Rights), (v) any non-exclusive licenses granted to service providers and vendors in the ordinary course of business in connection with the Business, and (vi) solely prior to Closing, any Lien that will be removed or released by operation of the Sale Order or any other order of the Bankruptcy Court.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or a Governmental Authority.

"**Personal Information**" means any information relating to an identified or identifiable individual or household, or that is otherwise regulated under applicable Law.

"**Petition Date**" has the meaning set forth in the recitals.

"**Plan Sponsor Alternative**" has the meaning ascribed to such term in the Bidding Procedures.

"**Post-Closing Tax Period**" has the meaning set forth in Section 2.10(c).

"**Pre-Closing Tax Period**" has the meaning set forth in Section 2.10(c).

"**Previously Omitted Contract**" has the meaning set forth in Section 2.05(e).

"**Previously Omitted Contract Designation**" has the meaning set forth in Section 2.05(e).

"**Previously Omitted Contract Notice**" has the meaning set forth in Section 2.05(e).

"**Privacy Laws**" has the meaning set forth in Section 4.12(a).

"**Process**" or "**Processing**" means any operation or set of operations whether or not by automatic means, including collection, recording, organization, storage, retention, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, blocking, deleting, erasure, or destruction.

"**Product Data and Records**" means all original or, if originals do not exist, true, correct and complete copies of, data, files (including data files), reports, plans, operating records, protocols, work papers and other documents in any form (including in paper or electronically stored formats and including drafts where final copies are not available) that, in each case, are owned or controlled by Seller or its Subsidiaries and are primarily related to a Company Product, including (a) all data, files (including data files), reports, plans, operating records, protocols, work papers, and all other documents related to research, preclinical and clinical testing and studies (including in vivo and in vitro studies and indication development data) conducted by or on behalf of Seller or any of its Subsidiaries primarily related to any Company Product (or earlier versions of any Company Product), including scientific, preclinical and clinical data, laboratory notebooks, procedures, tests, dosage information, criteria for patient selection, safety and efficacy and study protocols; (b) all manufacturing data and records; (c) investigator's brochures; and (d) all pharmacovigilance and other safety records, in each case, in all forms, including in paper or electronically stored formats, in which they are stored or maintained, and all data and information included or referenced therein.

"**Purchase Price**" has the meaning set forth in Section 2.08.

"**Purchased Assets**" has the meaning set forth in Section 2.01.

"**Reference Date**" means January 1, 2020.

"**Regulatory Authority**" means any national (e.g., the FDA), supra national (e.g., the European Commission, the Council of the European Union, or the EMA), regional, state or local regulatory agency, department, bureau, commission, council or other Governmental Authority involved in the granting of approval of Marketing Applications or pricing approvals (or other pricing or reimbursement approvals) for pharmaceutical products.

"**Regulatory Documentation**" means, collectively: (a) all (i) INDs or other filings needed to initiate clinical testing of any pharmaceutical product, (ii) Marketing Applications, establishment license applications and drug master files, (iii) applications for designation as an "Orphan Licensed Product(s)" under the Orphan Drug Act, (iv) applications for "Fast Track" status, "Breakthrough Therapy" status or "Regenerative Medicine Advanced Therapy Designation" under Section 506 of the FD&C Act (21 U.S.C. § 356) or (v) requests for a Special Protocol Assessment under Section 505(b)(5)(B) and (C) of the FD&C Act (21 U.S.C. § 355(b)(5)(B) and (C)) and all other similar filings (including counterparts of any of the foregoing in any jurisdiction); (b) any applications for pricing approval (or other pricing or reimbursement approvals) and other applications, filings, dossiers or similar documents submitted to a Regulatory Authority in any jurisdiction for the purpose of obtaining approval of a Marketing Application or a pricing approval (or other pricing or reimbursement approvals) from that Regulatory Authority, including any pediatric investigation plan submitted to any Regulatory Authority; (c) any supplements and amendments to any of the foregoing; and (d) any correspondence with any

Regulatory Authority relating to any of the foregoing, including any pre-IND or INTERACT (or similar) meeting materials or minutes; in each case of the foregoing (a) through (d), that are owned or controlled by Seller or its Subsidiaries, and (i) are referenced in any IND for any Company Product (e.g., right of reference to another IND or a drug master file), or (ii) are otherwise primarily related to any Company Product.

"**Released Party**" has the meaning set forth in Section 10.13(b).

"**Releasing Party**" has the meaning set forth in Section 10.13(b).

"**Representatives**" means with respect to any Person, such Person's officers, directors, employees, investment bankers, attorneys, accountants, consultants, agents and other advisors or representatives.

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to approve the transactions contemplated by this Agreement and entry of the Sale Order.

"**Sale Motion**" has the meaning set forth in Section 6.02(a).

"**Sale Order**" means an order entered by the Bankruptcy Court in the form of Exhibit C attached hereto, subject to (a) immaterial modifications or clarifications or (b) such other changes to which Buyer, in its sole discretion, consents in writing.

"**Sanctions**" has the meaning set forth in Section 4.10(b).

"**Security Incident**" means any unauthorized access, acquisition, interruption, alteration or modification, loss, theft, corruption or other unauthorized Processing of Personal Information or Business Data.

"**Seller**" has the meaning set forth in the preamble.

"**Seller's Closing Certificate**" has the meaning set forth in Section 8.02(i).

"**Seller Material Adverse Effect**" means any Effect that has had, or is reasonably likely to have, individually or in the aggregate, a material adverse effect on: (i) the assets, Liabilities, business, operations, properties, financial condition or results of operations of the Business, taken as a whole; provided that, for purposes of the foregoing clause (i), no such Effect to the extent resulting from, attributable to or arising out of any of the following occurring after the date hereof shall be taken into account in determining whether a Seller Material Adverse Effect has occurred or would reasonably be expected to occur: (A) changes in general economic conditions in the United States, (B) changes in securities or financial market conditions in the United States, (C) changes in general conditions in the industry in which Seller and its Subsidiaries operate, (D) acts of war, sabotage or terrorism (whether the commencement or escalation thereof) or pandemics or natural disasters involving the United States, (E) changes in general political or social conditions in the United States, (F) changes in Laws affecting Seller or the Business (it being understood and agreed that this clause (F) shall not apply with respect to any representation or warranty the purpose of which is to address compliance with applicable Laws), (G) changes in GAAP affecting Seller (it being understood and agreed that this clause (G) shall not apply with respect to any

representation or warranty the purpose of which is to address compliance with GAAP), (H) the failure to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period, in and of itself (it being understood and agreed that this clause (H) shall not apply with respect to any Effects giving rise or contributing to such change that are not otherwise excluded from this definition of "Seller Material Adverse Effect" or with respect to the underlying cause of such failure, unless such cause would otherwise be excepted by clauses (A) through (G) or clauses (I) through (M) of this definition), (I) the announcement of this Agreement or the transactions contemplated hereby in accordance with the terms hereof (it being understood and agreed that this clause (I) shall not apply with respect to any representation or warranty the purpose of which is to address the consequences of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the performance of obligations hereunder), (J) the commencement of the Chapter 11 Case, (K) the sale process of the Business to the extent in accordance with the terms of the Bidding Procedures Order, (L) any objections in the Bankruptcy Court to (x) this Agreement or any of the transactions contemplated hereby, (y) the Bidding Procedures Order, or (z) the assumption or rejection of any Assigned Contract otherwise in compliance with this Agreement; or (M) any order of the Bankruptcy Court entered in compliance with this Agreement, except in the cases of clauses (A) through (G), to the extent such Effect has a disproportionate effect on the Business, taken as a whole, relative to other participants in the industry in which Seller and its Subsidiaries operate the Business; or (ii) Seller's ability to perform its obligations or consummate the transactions contemplated by this Agreement in accordance with the terms and subject to the conditions hereof and on or before the End Date.

"**Specified Individual**" has the meaning set forth in Section 7.04(a).

"**STAAR Studies**" means the clinical studies: (a) titled "A Phase I/II, Multicenter, Open-Label, Single-Dose, Dose-Ranging Study to Assess the Safety and Tolerability of ST-920, an AAV2/6 Human Alpha Galactosidase A Gene Therapy, in Subjects With Fabry Disease (STAAR))," coded as ST-920-201 with ClinicalTrials.gov ID NCT04046224; and (b) titled "Long-Term Follow-up of Fabry Disease Subjects Who Were Treated With ST-920, an AAV2/6 Human Alpha Galactosidase A Gene Therapy," coded as ST-920-LT01, with ClinicalTrials.gov ID NCT05039866, in each case of (a) and (b), without further patient enrollment or amendment to the protocol as it exists as of the date hereof.

"**Subsidiary**" means, with respect to any Person, any other Person of which such Person or any of its Subsidiaries (i) is a general partner or holds a majority of the voting interests of a partnership or (ii) holds securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other corporate bodies performing similar functions (or, if there are no such ownership interests having ordinary voting power, 50% or more of the equity interests) which are at any time, directly or indirectly, owned or controlled by such Person.

"**Successful Bidder**" has the meaning set forth in the Bidding Procedures.

"**Successor**" has the meaning set forth in Section 9.04(b).

"**Tax**" means any federal, state, local, foreign or supranational income, gains, alternative or add-on minimum tax, base erosion and anti-abuse, minimum, diverted profits, gross income, withholding, estimated, gross receipts, sales, use, *ad valorem*, value added, goods and services,

transfer, franchise, fringe benefit, capital stock, profits, license, registration, payroll, social security (or equivalent) or any other applicable social contribution, employment, unemployment, workers' compensation, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), commercial rent, financial transaction, stamp, stamp duty, environmental, windfall profit, unclaimed property and other tax of any kind, any customs duties, escheat obligations and any other fees, contributions, governmental charges, levies, excises, duties or assessments of any kind whatsoever in the nature of a tax, together with any interest, penalty, inflation linkage or addition thereto imposed by applicable Law.

"**Tax Law**" means all applicable Laws relating to or regulating the assessment, determination, reporting, collection or imposition of Taxes.

"**Tax Return**" means any report, return, declaration, statement, information return, claim for refund, declaration of estimated payments, voucher or other document, together with any schedule and attachment thereto and any amendment thereof, filed or required to be filed with any Taxing Authority in connection with Taxes, including the determination, assessment, reporting, withholding, collection or payment of any Taxes.

"**Taxing Authority**" means any Governmental Authority having jurisdiction over or responsibility for the assessment, determination, collection or administration of Taxes or Tax Law.

"**Termination Fee**" has the meaning set forth in Section 9.04(a).

"**Third Party**" means any Person, including as defined in Section 13(d) of the Exchange Act, other than Buyer or any of its Affiliates.

"**Trade Secrets**" means trade secrets, proprietary information, and all other confidential know-how and confidential information and rights in any jurisdiction (domestic and foreign), including confidential recipes, ideas, formulae, formulations, compositions, specifications, techniques, assays, specifications, data, results, methods, processes, protocols, schematics, prototypes, models, designs, customer lists and supplier lists.

"**Trademarks**" means trademarks, service marks, trade names, service names, business marks, brand names, certification marks, trade dress, logos, slogans, social media identifiers and handles, corporate names, trade styles, domain names and other indications of origin, whether registered or unregistered, together with all common law rights, statutory rights and other rights arising under the Laws of any jurisdiction, the goodwill associated with the foregoing and registrations in any jurisdiction of, and applications (including intent-to-use applications) in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application.

"**Transfer Taxes**" has the meaning set forth in Section 2.10(b).

"**Transition Services Agreement**" means the transition services agreement in respect of the services (including the term and rates) described in Exhibit D, in form and substance reasonably acceptable to Buyer.

"**US BLA**" means a biologics license application as defined in section 351 of the Public Health Service Act (PHSA) (41 USC § 262) and 21 C.F.R. Part 601.

"**WARN Act**" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to advance notice or consent requirements in advance of plant closings, mass layoffs and employment losses.

Section 1.02 Other Definitional and Interpretative Provisions. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits, Annexes and Schedules are to Articles, Sections, Exhibits, Annexes and Schedules of this Agreement unless otherwise specified. All Exhibits, Annexes and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, Annex or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. "Extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if." References to any applicable Law shall be deemed to refer to such applicable Law as amended from time to time and to any rules, regulations or interpretations promulgated thereunder. References to any Contract are to that Contract as amended, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof and thereof; provided that with respect to any Contract listed on the Disclosure Schedules, all such amendments, modifications, supplements, extensions and renewals must also be listed in the appropriate Section thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The terms "ordinary course" or "ordinary course of business" or words of similar import when used in this Agreement mean "ordinary course of business consistent with past practice". The word "or" is used in the inclusive sense of "and/or." References to "law," "laws" or to a particular statute or law shall be deemed also to include any applicable Law. References to "foreign" or words of similar import shall be deemed to refer to any jurisdictions outside the United States. Unless otherwise specifically indicated, all references to "dollars" and "$" will be deemed references to the lawful currency of the United States of America. Unless otherwise specified, the words "made available to Buyer" or "provided to Buyer" mean the documents that were, as of at least two Business Days prior to the date hereof, (a) posted to the data room maintained by Seller or its Representatives in connection with the transactions contemplated by this Agreement (provided that Buyer or its Representatives had access to such documents in such data room and such documents were not removed from such data room prior to the date hereof), (b) otherwise provided to Buyer or its Representatives in response to a diligence request from Buyer or its Representatives or (c) included as an exhibit to Seller's documents that were filed by Seller with the U.S. Securities and Exchange Commission on or after January 1, 2024.

ARTICLE II
PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the entry of the Sale Order and upon terms and conditions set forth herein and the Sale Order, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, or cause to be sold, assigned, transferred, conveyed and delivered to Buyer, and Buyer shall purchase from Seller or its applicable Subsidiary, free and clear of any Liens other than Permitted Liens, all of Seller's and its Subsidiaries' right, title and interest in, to and under all of the following assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which primarily relate to, or are primarily used or primarily held for use in connection with, the Business (collectively, the "**Purchased Assets**"):

(a) the Company Products;

(b) all Intellectual Property Assets;

(c) subject to Section 2.05, all Contracts set forth on Section 2.01(c) of the Disclosure Schedules (including Intellectual Property Agreements), and in connection with which an order has been entered by the Bankruptcy Court (which may be the Sale Order), authorizing the assumption and assignment of such Contracts by Buyer (the "**Assigned Contracts**");

(d) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories primarily related to the Business or any Purchased Asset, including all inventory of the Company Products ("**Inventory**");

(e) all laboratory equipment, devices, machinery and tools primarily related to, primarily used in or primarily held for use by the Business or any Purchased Asset;

(f) all Permits related to the Business which are held by Seller or any of its Subsidiaries and all of Seller's and its Subsidiaries' pending applications for Permits related to the Business and the STAAR Studies, including all Permits and other applications for Permits related to the Business as currently conducted or to the ownership and use of the other Purchased Assets;

(g) the IT Assets;

(h) all rights to any Actions of any nature available to or being pursued by Seller or any of its Subsidiaries to the extent related to the Business, any Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, including Avoidance Action Claims, all other claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates), demands, allowances, refunds, rights of set off, rights under or with respect to express or implied guarantees, warranties, representations, covenants, indemnities, exculpation, advancement, reimbursement of expenses or contract renewal rights and other similar rights, in each case, whether direct or derivative, known or unknown, liquidated or unliquidated, contingent or otherwise, relating to or arising

against counterparties to any Assigned Contract or related to the Business, other than the rights to Actions specifically set forth on Section 2.02(d) of the Disclosure Schedules;

(i) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees to the extent related to the Business or any Purchased Asset including any such item relating to the payment of Taxes;

(j) all of Seller's and its Subsidiaries' rights under warranties, indemnities and all similar rights against Third Parties to the extent related to any Purchased Asset;

(k) all insurance benefits, including rights and proceeds, to the extent arising from or relating to the Business or any of the Purchased Assets or the Assumed Liabilities; provided, however, any insurance policies for D&O or other fiduciary coverage shall be Excluded Assets;

(l) originals, or where not available, copies, of all books and records, to the extent related to the Company Products or Business, including (i) books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, personnel files (except for such files the disclosure of which would violate applicable Law), lists of prospective customers, vendors and suppliers, purchase orders and invoices, production data, quality control records and procedures, patient complaints and inquiry files, research and development files, product development and stability records; (ii) Product Data and Records; (iii) the Regulatory Documentation; (iv) strategic plans, internal financial statements, marketing and promotional surveys, material and research and files, (v) all files relating to the filing, prosecution, issuance, maintenance, enforcement or defense of any Intellectual Property Assets (including attorney-client privileged materials); (vi) records, files (including data files) and documents evidencing any Intellectual Property Assets; and (vii) documentation covering, containing, describing, memorializing or otherwise pertaining to or used for any exploitation activity in connection with any Company Product, in all forms, including in paper or electronically stored formats, in which they are stored or maintained, and all data and information included or referenced therein ("**Books and Records**"); and

(m) all goodwill associated with the Business or any Purchased Asset, including the Intellectual Property Assets.

Section 2.02 Excluded Assets. Notwithstanding any provision of this Agreement to the contrary, Buyer shall acquire no right, title, or interest in, to or under the following assets, properties, rights, interests, or claims in any assets, properties, rights, interests or claims of any kind or description of Seller or any of its Subsidiaries that are not Purchased Assets (collectively, the "**Excluded Assets**"), including:

(a) assets, properties, rights, interests or claims of any kind or description of Seller or any of its Subsidiaries that are primarily related to the Excluded Business;

(b) Contracts, including Intellectual Property Agreements, that are not Assigned Contracts (the "**Excluded Contracts**");

(c) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller or any of its Subsidiaries;

(d) the assets, properties and rights specifically set forth on Section 2.02(d) of the Disclosure Schedules;

(e) all equity and other ownership interests in Seller and any of its Subsidiaries;

(f) all Tax assets of Seller and its Subsidiaries, including any net operating loss carryforwards, Tax credits, Tax refunds, and similar attributes (and any foreign equivalents thereof); and

(g) the rights which accrue or will accrue to Seller or any of its Subsidiaries under this Agreement and the Ancillary Documents.

Section 2.03 Assumed Liabilities. Subject to the entry of the Sale Order and upon the terms and conditions set forth herein and the Sale Order, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities of Seller or its applicable Subsidiary (collectively, the "**Assumed Liabilities**"), and no other Liabilities:

(a) all Liabilities from the ownership or operation of the Purchased Assets by Buyer solely to the extent such Liabilities arise after the Closing and relate solely to such post-Closing operations by Buyer (which shall exclude, for the avoidance of doubt, Cure Costs);

(b) all Liabilities in respect of the Assigned Contracts but solely to the extent that such Liabilities thereunder arise after the Closing and relate solely to such post-Closing operations by Buyer (which shall exclude, for the avoidance of doubt, Cure Costs), and do not relate to any breach, default or violation by Seller or any of its Subsidiaries on or prior to the Closing; and

(c) all Liabilities for (i) 50% of any Transfer Taxes and (ii) Taxes arising out of, in respect of or relating to the Business or the Purchased Assets for all Post-Closing Tax Periods.

Section 2.04 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Seller expressly acknowledges and agrees that Buyer will not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of Seller or any of its Subsidiaries, whether existing on the Closing Date or arising thereafter, including on the basis of any Law imposing successor liability, other than the Assumed Liabilities and the obligations of Buyer under this Agreement (all such Liabilities that Buyer are not assuming being referred to collectively as the "**Excluded Liabilities**"). Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following:

(a) any Liabilities to the extent relating to or arising out of the Excluded Assets;

(b) any Liabilities under the Excluded Contracts or any other Contracts, including Intellectual Property Agreements, (i) which are not validly and effectively assigned to Buyer pursuant to this Agreement; or (ii) to the extent such Liabilities arise out of or relate to a breach by Seller or any of its Subsidiaries of such Contracts prior to Closing;

(c) all Liabilities with respect to the Purchased Assets and Assigned Contracts that arose or were required to be performed prior to the Closing Date, including Cure Costs;

(d) any Liabilities of Seller or any of its ERISA Affiliates with respect to any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller or any of its ERISA Affiliates, including any Liabilities associated with any claims for wages or other compensation, benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments;

(e) any Liabilities with respect to any Employee Plan, including with respect to any obligations to provide continued coverage under COBRA in connection with prior participation in any Employee Plan;

(f) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee, independent contractor, consultant, or agent of Seller or any of its Subsidiaries (including with respect to any breach of fiduciary obligations by same);

(g) any Liabilities associated with debt, loans or credit facilities of Seller or any of its Subsidiaries, the Business or the Purchased Assets owing to financial institutions;

(h) any accounts payable of Seller or any of its Subsidiaries (i) which constitute intercompany payables owing to Affiliates of Seller or any of its Subsidiaries or any third parties other than those arising under the Assigned Contracts; (ii) which constitute debt, loans or credit facilities to financial institutions; or (iii) which did not arise in the ordinary course of business;

(i) any Liability for (i) Taxes of Seller or any of its Subsidiaries (or any stockholder or Affiliate of Seller), including any Taxes that arise out of the consummation of the transactions contemplated hereby imposed by applicable Tax Law on Seller or any of its Subsidiaries, (ii) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period; (iii) 50% of any Transfer Taxes; and (iv) other Taxes of Seller or any of its Subsidiaries (or any stockholder or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller or any of its Subsidiaries (or any stockholder or Affiliate of Seller) that become Liabilities of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);

(j) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to Seller or its Subsidiaries' operation of the Business prior to the Closing Date;

(k) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order; and

(l) any obligations or Liabilities arising out of, in respect of or in connection with any DIP Order.

Section 2.05 Assignment of Contracts; Cure Costs

(a) Section 2.01(c) of the Disclosure Schedules sets forth a list of all Contracts to which Seller or a Subsidiary thereof is a party and which are to be included in the Assigned Contracts. Seller shall make such deletions to Section 2.01(c) of the Disclosure Schedules as Buyer shall, in its sole discretion, request in writing at any time up to the date that is two Business Days prior to the Closing Date. Any such deleted Contract shall be deemed to no longer be an Assigned Contract. Seller shall add any Contracts to Section 2.01(c) of the Disclosure Schedules as Buyer shall, in its sole discretion, request in writing at any time up to the date that is two Business Days prior to the effective date of any Chapter 11 plan; provided that the counterparty to such Contract is provided notice and an opportunity to object to such assumption and assignment in accordance with the Bidding Procedures Order or any other relevant order of the Bankruptcy Court.

(b) Subject to Section 2.05(a) and Section 2.05(e), any Contract of Seller or any of its Subsidiaries that is not listed on Section 2.01(c) of the Disclosure Schedules shall not be considered an Assigned Contract and shall be deemed an Excluded Contract. Buyer and Seller acknowledge and agree that there shall be no reduction or increase in the Purchase Price if Buyer elects to add or delete any Contracts from Section 2.01(c) of the Disclosure Schedules.

(c) Seller shall provide timely and proper written notice of a proposed Sale Order to all parties to any executory Contracts to which Seller or any of its Subsidiaries is a party that are related to the Business and take all actions required to assume and assign the Assigned Contracts to Buyer, including using commercially reasonable efforts to facilitate any negotiations with the counterparties to such Contracts and to obtain a finding under the Sale Order that the proposed assumption and assignment of the Assigned Contracts to Buyer satisfy all applicable requirements of Section 365 of the Bankruptcy Code.

(d) At the Closing, (i) Seller shall, pursuant to the Sale Order and the Assignment and Assumption Agreement(s), as applicable, assign (or cause to be assigned) to Buyer (the consideration for which is included in the Purchase Price) each of the Assigned Contracts that is capable of being assigned under applicable Law and (ii) Buyer shall assume and discharge the Assumed Liabilities (if any) under the Assigned Contracts, pursuant to the Assignment and Assumption Agreement(s).

(e) If prior to or following Closing, it is discovered that a Contract should have been listed in Section 4.07 of the Disclosure Schedules but was not so listed (any such Contract, a "**Previously Omitted Contract**"), Seller shall, promptly (but in no event later than two Business Days following the discovery thereof) notify Buyer in writing of such

Previously Omitted Contract. Buyer shall deliver written notice to Seller promptly thereafter, designating such Previously Omitted Contract as "Assigned" or "Excluded" (a "**Previously Omitted Contract Designation**"). A Previously Omitted Contract designated as "Excluded," or with respect to which Buyer fails to deliver a Previously Omitted Contract Designation, shall be an Excluded Contract. If Buyer designates a Previously Omitted Contract as "Assigned", Section 2.01(c) of the Disclosure Schedules shall be amended to include such Previously Omitted Contract and Seller shall serve a notice (the "**Previously Omitted Contract Notice**") on the counterparties to such Previously Omitted Contract notifying such counterparties of Seller's intention to assign and Buyer's intention to assume such Previously Omitted Contract in accordance with this Agreement. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with ten Business Days to object, in writing to Seller and Buyer, to the assumption of their Contract. If the counterparties, Seller and Buyer are unable to reach a consensual resolution with respect to the objection, Seller will seek an expedited hearing before the Bankruptcy Court to approve the assumption. If no objection is timely served on Seller and Buyer, Seller shall obtain an order of the Bankruptcy Court approving the assumption of the Previously Omitted Contract. Seller and Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for Buyer to assume the rights and obligations under such Previously Omitted Contract.

(f) Seller shall give written notice to Buyer prior to the submission by Seller of any motion in the Chapter 11 Case to reject any Contract used or held for use in the Business and provide Buyer with an opportunity to designate such Contract as either an Assigned Contract or Excluded Contract; provided that in no event will Seller reject or seek to reject any Contract used or held for use in the Business prior to the date that is five Business Days prior to the anticipated Closing Date unless prior written approval has been obtained from Buyer.

(g) Seller shall be responsible for payment of all Cure Costs, if any, necessary to cure all defaults under the Assigned Contracts in connection with the assumption and assignment thereof to Buyer pursuant to Section 365 of the Bankruptcy Code.

(h) In the event of any objection by a counterparty to an Assigned Contract to (i) the Cure Costs asserted by Seller, (ii) the adequate assurance of future performance to be provided by Buyer, or (iii) any other aspect of the proposed assumption and assignment of such Assigned Contract (each, a "**Cure/Assumption Objection**"), Seller shall use reasonable best efforts to resolve any such Cure/Assumption Objection (with the prior written consent of Buyer, not to be unreasonably withheld); provided that Buyer shall reasonably cooperate with Seller in connection with any objection relating to adequate assurance of future performance. In no event shall Seller settle any Cure/Assumption Objection without the express prior written consent of Buyer. Seller shall litigate before the Bankruptcy Court any Cure/Assumption Objection that cannot be settled with the prior written consent of Buyer and shall request that the Bankruptcy Court hear and determine such objection on an expedited basis.

(i) Except with respect to any Assigned Contracts to which any party set forth on Schedule 2.05(i) or an Affiliate thereof (such Persons set forth on Schedule 2.05(i) and its Affiliates, the "**Essential Counterparties**") is party, if any Cure/Assumption Objection with respect to an Assigned Contract has not been resolved prior to the Closing (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty), (i) Buyer may, in its sole discretion, by written notice to Seller, elect to remove such Assigned Contract from Schedule 2.01(c) of the Disclosure Schedules, in which case such Contract shall be an Excluded Contract for all purposes of this Agreement and no Liabilities arising thereunder shall be assumed or borne by Buyer, or (ii) Buyer may elect to temporarily treat such Contract as a "**Designated Contract**" and proceed to Closing without any modification to Purchase Price, without the assignment of such Designated Contract, and determine within seven Business Days after resolution of such objection (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty) whether to treat such Designated Contract as an Assigned Contract or an Excluded Contract. Upon resolution of any Cure/Assumption Objection following the Closing, Seller shall promptly assume and assign such Contract to Buyer in accordance with Section 365 of the Bankruptcy Code.

Section 2.06 Assignment of Assets

(a) Except as otherwise provided in Section 2.05, notwithstanding anything in this Agreement to the contrary, at any time prior to the date that is five Business Days prior to the anticipated Closing Date, Buyer may, in its sole discretion by written notice to Seller, designate any of the Purchased Assets as additional Excluded Assets, which notice shall set forth in reasonable detail the Purchased Assets so designated. Buyer and Seller acknowledge and agree that there shall be no reduction in the Purchase Price if Buyer elects to designate any Purchased Assets as Excluded Assets. Notwithstanding any other provision hereof, the Liabilities of Seller or any of its Subsidiaries under or related to any Purchased Asset excluded under this paragraph will constitute Excluded Liabilities.

(b) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Purchased Asset (including any Assigned Contract) if (i) (A) prohibited by applicable Law, (B) an attempted assignment or transfer thereof would reasonably likely subject Buyer, its Affiliates or any of their respective Representatives to civil or criminal Liability or (C) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any Third Party thereto (each such action, a "**Necessary Consent**"), would constitute a breach, default or violation thereof or of any Law or in any way adversely affect the rights of Buyer thereunder or (ii) the Bankruptcy Court has not entered an order approving such assignment or transfer. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and Seller and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset (including any Assigned Contract) or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Buyer as Buyer may reasonably request. If such Necessary Consent is not obtained, or if an attempted assignment or transfer thereof would give rise to any of the circumstances described in clauses (i) or (ii)

of the first sentence of this section, be ineffective or would adversely affect the rights of Buyer to such Purchased Asset following the Closing, (x) Seller and Buyer will, and will cause their respective Affiliates to, (1) use commercially reasonable efforts (including cooperating with one another to obtain such Necessary Consents, to the extent feasible) as may be necessary so that Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, (2) complete any such assignments or transfers as soon as reasonably practicable, and (3) upon receipt of any applicable Necessary Consents, to transfer or assign the applicable Purchased Asset to Buyer, and (y) Seller will, and will cause its respective Affiliates to, cooperate with Buyer in good faith without further consideration in any arrangement reasonably acceptable to Buyer and Seller intended to provide Buyer with the benefit of any such Purchased Assets.

Section 2.07 Further Conveyances and Assumptions. From time to time following the Closing, Seller and Buyer will, and will cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and their successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Seller and its Affiliates and their respective successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective the transactions contemplated herein; provided that nothing in this section will require Buyer or any of its Affiliates to assume any Liabilities other than the Assumed Liabilities.

Section 2.08 Purchase Price. The purchase price for the Purchased Assets shall be the aggregate of (i) $25,000,000 (the "**Closing Consideration**") and (ii) in the manner and at the time and subject to the terms and conditions set forth in Section 2.09, the Milestone Payments (together with the Closing Consideration, the "**Purchase Price**"), plus the assumption of the Assumed Liabilities; provided, however, Buyer reserves the right, in its sole discretion, to increase the Purchase Price (or any component thereof), subject to the Bidding Procedures Order and applicable Law. The Closing Consideration shall be paid as provided in Section 3.02(b)(i). The Milestone Payment shall be paid as provided in Section 2.09.

Section 2.09 Milestone Payment.

(a) Buyer shall notify Seller in writing within fifteen Business Days following the achievement of a Milestone Event. If the Accelerated Milestone Event is achieved, Buyer will make a one-time, non-refundable payment of $12,500,000 to Seller (the "**Accelerated Milestone Payment**"), no later than twenty Business Days after Buyer's notice of the achievement of the Accelerated Milestone Event. If the Full Milestone Event is achieved, Buyer will make a one-time, non-refundable payment of $12,500,000 to Seller (the "**Full Milestone Payment**"), no later than twenty Business Days after Buyer's notice of the achievement of the Full Milestone Event. If the Full Milestone Event is achieved and the Accelerated Milestone Event was not achieved prior to the achievement of the Full Milestone Event, Buyer will make both the Accelerated Milestone Payment and the Full Milestone Payment to Seller no later than twenty Business Days after Buyer's notice of the

achievement of the Full Milestone Event. For the avoidance of doubt, the aggregate amount payable by Buyer to Seller pursuant to this Section 2.09(a) shall not exceed $25,000,000.

(b) Seller and Buyer acknowledge and agree that, except as set forth in Section 2.09(c): (i) Buyer shall have the right to own, develop, operate and maintain the Business as Buyer deems appropriate, in its sole discretion, (ii) Buyer does not have any obligation, expressed or implied, to manage the Business in a manner to achieve or expedite any Milestone Event, (iii) Buyer does not have any obligation to conduct any additional pre-approval or post-approval clinical trial beyond the STAAR Studies, (iv) Buyer does not owe any duty, as a fiduciary or otherwise, to Seller in connection with its management of the Business following the Closing, (v) there is no assurance Seller will receive any Milestone Payment, (vi) Buyer shall have the right to manage, hire and terminate the employment or engagement of any service provider as Buyer deems appropriate in its sole discretion in the Business, (vii) (A) Buyer has not, prior to, at or after the date hereof, promised any amounts to be received by Seller in respect of any Milestone Payment except upon the achievement of any Milestone Event, and (B) Buyer has not made, and Seller is not relying on or has not relied on, any representation or warranty of any kind or other information, documents or materials (or absence thereof) in respect of any Milestone Payment, including with respect to the management of the Business following the Closing and (viii) the Parties intend the express provisions of this Section 2.09 to govern their contractual relationship with respect to any Milestone Payment and to supersede any standard of effort or implied covenant that might otherwise be imposed by applicable Law, any Governmental Authority or otherwise. The Parties hereby expressly disclaim any extra-contractual covenants, obligations or undertakings with respect to any Milestone Payment (including, for the avoidance of doubt, any claims of fraud) and agree that the sole obligations of the Parties with respect to any Milestone Payment shall be as set forth in this Agreement.

(c) Notwithstanding Section 2.09(b) above, following the achievement of the Accelerated Milestone Event, Buyer shall not delay the submission of an application to the FDA for full approval of a US BLA for the Company Product in bad faith and with the primary purpose of avoiding the Full Milestone Payment.

(d) Any right to receive any Milestone Payment is solely a contractual right and is not a security for purposes of any federal or state securities Law. The right to receive any Milestone Payment: (i) does not give any dividend rights, voting rights, liquidation rights, preemptive rights or other rights to Seller; (ii) shall not be evidenced by a certificate or other instrument; (iii) shall not be assignable or otherwise transferable; (iv) shall not accrue or pay interest on any portion thereof; and (v) does not represent any right other than the right to receive the consideration set forth in this Agreement. Any attempted transfer of the right to any Milestone Payment by any holder thereof shall be null and void, provided, however, that the Seller can assign the right to any Milestone Payment to any trustee or estate representative appointed in the Chapter 11 Case or any successor Chapter 7 case.

Section 2.10 Certain Tax Matters.

(a) Buyer shall be entitled to deduct and withhold from the Closing Consideration and any Milestone Payment all Taxes that Buyer is required to deduct and withhold under any provision of Tax Law. All such withheld amounts remitted to the applicable Taxing Authority shall be treated as delivered to Seller hereunder.

(b) Any sales, use, gross-receipts, excise, value-added, property transfer or gains, real estate or land transfer or gains, documentary, stamp, registration, recording, filing, goods and services or other similar Taxes which may be payable by reason of the sale or purchase of the Purchased Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby (collectively "**Transfer Taxes**") and that are not exempt under the Bankruptcy Code shall be borne 50% by Seller and 50% by Buyer. Seller shall, at its own expense, timely file any Tax Return or other document required to be filed with respect to any Transfer Tax and timely pay any amount of Transfer Tax (whether or not shown on a Tax Return) required to be paid to any Taxing Authority, and Buyer shall join in the execution of any such Tax Return if required by Law and upon receipt of a written notice from Seller reimburse Seller for the portion of any amount of Transfer Tax for which Buyer is responsible hereunder. If, contrary to the preceding sentence, with respect to any Transfer Tax Buyer is required by Law to file a Tax Return, Buyer shall file such Tax Return and, if any amount of Transfer Tax is due to be paid in respect thereof, notify Seller of the amount of the Transfer Tax shown to be due on such Tax Return for which Seller is responsible hereunder, and Seller shall reimburse Buyer for such amount. Payments pursuant to this Section 2.10(b) shall be made by the paying Party to the payee Party by wire transfer of immediately available funds within ten days of receipt of notice from the payee Party to an account or accounts designated by the payee Party.

(c) All personal property and similar *ad valorem* Taxes, if any, levied with respect to the Purchased Assets for a taxable period which includes (but does not end on) the Closing Date (collectively, the "**Apportioned Taxes**") shall be apportioned between Seller and Buyer based on the number of days of such taxable period ending on and including the Closing Date (such portion of such taxable period, the "**Pre-Closing Tax Period**") and the number of days of such taxable period after the Closing Date (such portion of such taxable period, the "**Post-Closing Tax Period**"). Seller shall be responsible for the proportionate amount of such Apportioned Taxes that is attributable to the Pre-Closing Tax Period and such amount shall be an Excluded Liability, and Buyer shall be responsible for the proportionate amount of such Apportioned Taxes that is attributable to the Post-Closing Tax Period and such amount shall be an Assumed Liability. Any Apportioned Taxes shall be timely paid, and all applicable Tax Returns shall be timely filed, as provided by applicable Law. The paying party (or parties, as applicable) shall be entitled to reimbursement from the non-paying party (or parties, as applicable) for the non-paying party's (or parties', as applicable) portion of the Apportioned Taxes in accordance with this section. Upon payment of any such Apportioned Taxes, the paying party (or parties, as applicable) shall present a statement to the non-paying party (or parties, as applicable) setting forth the amount of reimbursement to which the paying party (or parties, as applicable) is entitled under this section, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed. The non-paying party (or parties, as applicable) shall make such reimbursement by wire transfer in immediately

available funds within ten days of receipt of such statement to an account designated by the paying party (or parties, as applicable).

(d) Buyer and Seller agree to provide each other with such information and assistance as is reasonably necessary and is reasonably requested by the other Party, including access to records, Tax Returns and personnel, for the preparation and filing of any Tax Returns or for the defense of any Tax claim or assessment, whether in connection with a Tax proceeding or otherwise.

Section 2.11 Non-Exclusive License to Seller under certain Intellectual Property Assets. Upon Closing, Buyer shall (and hereby does, effective upon Closing) grant to Seller a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), royalty free and fully paid license under the Intellectual Property Assets set forth in Section 2.11 of the Disclosure Schedules to (a) research, develop, make, have made, use, sell, offer for sale, have sold, import and otherwise commercialize and exploit Seller's gene therapy product candidate for the treatment of hemophilia A known as giroctocogene fitelparvovec; and (b) research, develop, make, have made, use, sell, offer for sale, have sold, import and otherwise commercialize and exploit Seller's proprietary capsids and capsid variants (including the blood-brain barrier-penetrant capsid known as STAC-BBB) for any and all uses and purposes, including the diagnosis, prevention and treatment of any and all diseases in humans or animals.

ARTICLE III
CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place (i) by electronic exchange of documents and signatures (or their electronic counterparts), on the third Business Day after all of the conditions to Closing set forth in ARTICLE VIII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date, but subject to the satisfaction or waiver of such conditions), or (ii) at such other place or time or on such other date as Seller and Buyer may mutually agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "**Closing Date**."

Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) one or more duly executed bills of sale in form and substance satisfactory to Buyer (each being a "**Bill of Sale**"), transferring the tangible personal property included in the Purchased Assets to Buyer, as applicable;

(ii) one or more duly executed assignment and assumption agreements in form and substance satisfactory to Buyer (each being a "**Assignment and Assumption Agreement**"), effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) one or more duly executed assignments in form and substance satisfactory to Buyer (each being a "**Intellectual Property Assignment**"),

transferring all of Seller's right, title and interest in and to the Intellectual Property Assets to Buyer;

(iv) one or more duly executed powers of attorney in form and substance satisfactory to Buyer;

(v) the Seller's Closing Certificates;

(vi) a properly completed and executed Internal Revenue Service Form W-9 of Seller certifying that Seller is a United States person within the meaning of Section 7701(a)(30) of the Code and not subject to backup withholding;

(vii) the certificates of an authorized officer of Seller required by Section 8.02(j) and Section 8.02(k);

(viii) a copy of the Sale Order as entered by the Bankruptcy Court; and

(ix) a duly executed counterpart of the Transition Services Agreement executed by Seller.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Closing Consideration, which shall be delivered by wire transfer of immediately available funds to the bank account designated by Seller in writing to Buyer (including wire instructions) at least three Business Days prior to the Closing;

(ii) all Assignment and Assumption Agreements duly executed by Buyer;

(iii) the Buyer's Closing Certificate; and

(iv) a duly executed counterpart of the Transition Services Agreement executed by Buyer.

(c) At the Closing, each of Seller and Buyer shall deliver such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to the other Party, as may be required to give effect to this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this ARTICLE IV are true and correct as of the date hereof and as of the Closing Date, subject in each case to the effects and limitations imposed by the Bankruptcy Court or the Bankruptcy Code.

Section 4.01 Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and, subject to any limitations that may be imposed on Seller as a result of filing a petition for relief under the Bankruptcy Code, has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Section 4.01 of the Disclosure Schedules sets forth each jurisdiction in which Seller is organized and licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

Section 4.02 Authority of Seller. Subject to entry of the Bidding Procedures Order and Sale Order, as applicable, Seller has the requisite corporate power and authority to enter into this Agreement and the Ancillary Documents to which such Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any Ancillary Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate or similar action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer and the entry of the Sale Order) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. When each Ancillary Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto and the entry of the Sale Order), such Ancillary Document will constitute a legal and binding obligation of Seller enforceable against it in accordance with its terms.

Section 4.03 No Conflicts; Consents. Subject to the Sale Order having been entered, the execution and delivery by Seller of this Agreement, the performance by Seller of its obligations under this Agreement and the Ancillary Documents and the consummation by Seller of the transactions contemplated by this Agreement and the Ancillary Documents do not and will not (a) contravene, conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws or other organizational documents of Seller or any of its Subsidiaries; (b) contravene, conflict with or result in a violation or breach of any provision of any applicable Law or Governmental Order applicable to Seller or any of its Subsidiaries, the Business or the Purchased Assets; (c) except as set out in Section 4.03(c) of the Disclosure Schedules, require any consent or other action by any Person under, constitute a breach or default, or an event that, with or without notice or lapse of time or both, would constitute a breach or default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under any Contract or Permit to which Seller or any of its Subsidiaries is a party or by which Seller or any of its Subsidiaries or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Lien other than Permitted Liens on the Purchased Assets, except in the case of each of clauses (b), (c) and (d), as would not be material to the Business. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller or any of its Subsidiaries in connection with the execution and delivery of this Agreement or any of the Ancillary Documents and the consummation of the

transactions contemplated hereby and thereby, except to the extent required if the Sale Order is not entered or as would not would be material to the Business.

Section 4.04 Title to Purchased Assets. Seller and its Subsidiaries have good and valid title to, or in the case of leased assets, have good and valid leasehold interests in, the Purchased Assets free and clear of all Liens except for Permitted Liens. At the Closing, Buyer will be vested with good and valid title to, or in the case of leased assets, good and valid leasehold interest in, such Purchased Assets, free and clear of all Liens (except for Permitted Liens) and Excluded Liabilities, to the fullest extent permissible under Law, including Section 363(f) of the Bankruptcy Code.

Section 4.05 Assets Necessary to Business. Except as set forth in Section 4.05 of the Disclosure Schedules, the Purchased Assets constitute all of the assets, properties, licenses and Contracts necessary and sufficient to conduct the Business after the Closing in substantially the same manner as the Business has been conducted in the six (6) months prior to the Closing.

Section 4.06 Intellectual Property.

(a) Section 4.06(a) of the Disclosure Schedules contains a true, correct and complete list of (i) all Intellectual Property Registrations, specifying as to each, as applicable: (A) the owner (or the co-owners) thereof, (B) the jurisdiction (foreign and domestic) in which such item is issued or registered or in which any application for issuance or registration has been filed, (C) the respective issuance, registration, or application number of such item, and (D) the date of application and issuance or registration of such item; (ii) all unregistered Trademarks included in the Intellectual Property Assets; and (iii) all proprietary software included in the Intellectual Property Assets. With respect to each Patent included in the Intellectual Property Assets, Section 4.06(a) of the Disclosure Schedules identifies the complete patent family, all priority claims, all continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, extensions, supplementary protection certificates, patent term adjustments and patent term extensions, and the current prosecution, maintenance, opposition, interference, derivation, post-grant review, inter partes review, reexamination or other challenge status thereof.

(b) Section 4.06(b) of the Disclosure Schedules contains a true, correct, and complete list of all Intellectual Property Agreements, including all such agreements necessary or useful for operating the Business as currently conducted, specifying for each the date, title and parties thereto. Seller has provided Buyer with true, correct and complete copies (or in the case of any oral agreements, a true, correct and complete written description) of all such Intellectual Property Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Intellectual Property Agreement is valid and binding on Seller or a Subsidiary thereof in accordance with its terms and is in full force and effect. None of Seller or any of its Subsidiaries or, to Seller's Knowledge, any other party thereto is, or is alleged to be, in breach of or default under, or has provided or received any notice of breach of, default under, or intention to terminate (including by non-renewal), any Intellectual Property Agreement.

(c) Except as set forth in Section 4.06(c)(1) of the Disclosure Schedules, Seller or a Subsidiary thereof is the sole, exclusive, legal, beneficial and record owners of all Intellectual Property Assets and hold all right, title and interest in and to all Intellectual Property Assets, free and clear of any Lien (except for Permitted Liens), covenant not to sue, option, right of first negotiation, right of first refusal, reversionary interest, march-in right, retained right, field-of-use restriction, exclusivity restriction, obligation to assign, or obligation to license. Neither Seller nor any of its Subsidiaries has any royalty obligation or milestone obligation with respect to any Intellectual Property Assets. The Intellectual Property Assets, together with the Intellectual Property Rights licensed to Seller or any of its Subsidiaries under the Intellectual Property Agreements that will be assigned to Buyer at Closing, constitutes all of the Intellectual Property Rights owned, controlled or licensed by Seller or any of its subsidiaries and that are necessary or reasonably useful for or used by Seller or any of its Subsidiaries in the conduct of the Business. There exist no restrictions or limitations, on the ownership, disclosure, use, development, enforcement, license or other exploitation or transfer of the Intellectual Property Assets. The consummation of the transactions contemplated by this Agreement will not (i) alter, encumber, impair or extinguish any rights of Seller or any of its Subsidiaries under any Intellectual Property Assets or any Intellectual Property Agreement, (ii) impair or otherwise adversely affect the right of Buyer to develop, use, sell, license or otherwise exploit, transfer or dispose of, or to bring any Action for the infringement of, any Intellectual Property Assets or, to the extent such rights thereunder are currently held by Seller or a Subsidiary thereof, any Intellectual Property Agreements or (iii) through the operation of any Contracts to which Seller or any of its Subsidiaries is a party or otherwise bound, encumber any of the Intellectual Property Assets.

(d) Neither Seller nor any of its Subsidiaries has granted, and no Person holds, any license, sublicense, covenant not to sue, immunity, release, option or other right or interest in or to any Intellectual Property Assets, with respect to, or authorized the retention of any exclusive rights in, any Intellectual Property Assets; except for non-exclusive licenses granted to service providers and vendors in the ordinary course of business in connection with the Business.

(e) No funding, facilities, equipment, materials, data, know-how, or personnel, resources or other support of any Governmental Authority or any university, college, hospital, academic medical center, research institute, nonprofit institution or other educational or research institution has been or is being used, directly or indirectly to conceive, discover, reduce to practice, develop, test, manufacture, analyze, validate or otherwise create, in whole or in part, any Intellectual Property Assets, except for use of facilities or personnel that (i) does not result in such Governmental Authority or educational institution obtaining ownership of, or use rights to, such Intellectual Property Assets, and (ii) does not require or otherwise obligate Seller or any of its Subsidiaries to grant or offer to any such Governmental Authority or educational institution any license or other right to such Intellectual Property Assets. No current or former Employee or Independent Contractor who contributed to the creation or development of the Intellectual Property Assets has performed services for a Governmental Authority or any university, college, research institute or other educational institution related to the Business as presently conducted during a period of time during which such Employee or Independent

Contractor was also performing services for Seller or any of its Subsidiaries. No Intellectual Property Asset is a 'subject invention' under the Bayh-Dole Act or similar applicable Law, and no Governmental Authority, university, college, hospital, academic medical center, research institute, nonprofit institution or other educational or research institution has or may have any ownership right, license, march-in right, manufacturing requirement, preference right, consent right, approval right, royalty right, revenue-sharing right or other right or interest in or to any Intellectual Property Asset. No Intellectual Property Asset, biological material, data, know-how or Trade Secret is subject to any publication, data-sharing, material-sharing, deposit, access, non-commercial-use, research-use, academic-use or similar obligation that would restrict or impair Buyer's ownership, use, development, manufacture, commercialization, enforcement, prosecution, maintenance, transfer or other exploitation thereof.

(f) Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss, modification, impairment, acceleration, of or payment of any additional amounts with respect to, grant of any rights to any Person in respect of, nor require the consent, waiver, notice or other authorization of any other Person in respect of, Buyer's right to own, transfer or use or otherwise exploit any Intellectual Property Assets or any Intellectual Property Rights subject to any Intellectual Property Agreement.

(g) All of the Intellectual Property Assets are subsisting, and, to Seller's Knowledge, valid and enforceable. Except as set forth in Section 4.06(g)(1) of the Disclosure Schedules, all inventors of each Patent included in the Intellectual Property Assets have been correctly identified in accordance with applicable Law, all assignments necessary to vest sole and exclusive ownership in Seller or a Subsidiary thereof have been duly executed and recorded with the applicable Governmental Authority, and no Person has asserted or has any basis to assert any inventorship, authorship, ownership or compensation claim with respect to any Intellectual Property Asset. Seller and its Subsidiaries have taken all reasonable steps to maintain and enforce the Intellectual Property Assets and to preserve the confidentiality of all Trade Secrets included in the Intellectual Property Assets, including by requiring all Persons having access thereto to execute binding, written non-disclosure agreements. All necessary registration, maintenance, and renewal fees due in connection with the prosecution and maintenance of the Intellectual Property Registrations have been timely paid, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with true, correct and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations. No Intellectual Property Registration is or has been subject to any interference, derivation proceeding, opposition, reissue, reexamination, post-grant review, inter partes review, nullity proceeding, cancellation proceeding or other Action challenging scope, ownership, inventorship, patentability, validity or enforceability. All necessary documents, recordations, and certificates in connection with the Intellectual Property Registrations have been filed with the relevant Patent, Copyright, Trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining the Intellectual Property Registrations registered in such jurisdictions. Except as set forth on Section 4.06(g)(2) of the Disclosure Schedules, there are no actions that must be taken

by Seller or any of its Subsidiaries within 60 days of the Closing Date that, if not taken, will result in the loss of any of the Intellectual Property Registrations, including the payment of any registration, maintenance, or renewal fees or the filing of any responses to U.S. Patent and Trademark Office (or equivalent authority) actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any of the Intellectual Property Registrations. There has been no publication, presentation, poster, abstract, clinical trial disclosure, regulatory submission, offer for sale, sale, public use, disclosure, transfer or other act or omission by Seller, its Subsidiaries or, to Seller's Knowledge, any of their respective Representatives that has impaired or would reasonably be expected to impair the patentability, validity, enforceability, scope, ownership or value of any Intellectual Property Asset.

(h) To Seller's Knowledge (and determined taking into consideration any safe harbor, research exemption, government or executive declaration of urgent public health need, or similar right available in law or equity), and, except as set forth in Section 4.06(h) of the Disclosure Schedule, the conduct of the Business as currently and formerly conducted and, as currently contemplated to be conducted after Closing, including the use of the Intellectual Property Assets and the Intellectual Property Rights licensed under the Intellectual Property Agreements in connection with the Business, and the Company Products, processes, and services of the Business have not infringed, contributed to or induced the infringement of, misappropriated or otherwise violated and do not and will not infringe, contribute to or induce the infringement of, misappropriate, or otherwise violate, any Intellectual Property Rights or other rights of any Person in any respect. For clarity, any activity that Seller believed in good faith is permissible under the Hatch-Waxman exemptions codified at 35 U.S.C. § 271(e)(1) or other applicable defenses or safe harbors, or that Seller reasonably believes in good faith will be permissible thereunder, shall not be considered an infringing activity for purposes of this Section 4.06(h). There is no, and since the Reference Date there has been no, Action pending or, to Seller's Knowledge, threatened against or affecting Seller or any of its Subsidiaries, or affecting the conduct of the Business as presently conducted (including the research, development and manufacture, as applicable, of any Company Product) (i) alleging that the use of any of the Intellectual Property Assets or any services provided, processes used or the Company Products manufactured, used, imported, offered for sale or sold by Seller or any of its Subsidiaries do or may conflict with, misappropriate, infringe, contribute to the infringement of or otherwise violate any Intellectual Property Right of any Person or (ii) alleging that Seller or any of its Subsidiaries have infringed, misappropriated or otherwise violated any Intellectual Property Right of any Person. Neither Seller nor any of its Subsidiaries have received from any Person any offer to license any Intellectual Property Rights in connection with any actual or threatened claim of infringement, misappropriation or other violation of any Intellectual Property Rights.

(i) There is no, and since the Reference Date there has been no Action pending or, to Seller's Knowledge, threatened against or affecting Seller or any of its Subsidiaries, or affecting the conduct of the Businesses by Seller or any of its Subsidiaries as presently conducted (i) based upon, or challenging or seeking to deny or restrict, any right of Seller or any of its Subsidiaries in any of the Intellectual Property Assets, or (ii) alleging that any of the Intellectual Property Assets is invalid, unenforceable or not infringed. To Seller's

Knowledge, there is no information, materials, facts, or circumstances that would render any of the Intellectual Property Assets invalid or unenforceable, narrow or limit the scope of any Intellectual Property Asset, adversely affect any pending application for any of the Intellectual Property Asset, or adversely affect the ownership, patentability, registrability, validity, enforceability, scope, priority, term or value of any Intellectual Property Assets. To Seller's Knowledge, there are no facts or circumstances that would reasonably be expected to give rise to any such Action. Neither Seller nor any of its Subsidiaries are subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or would reasonably be expected to restrict or impair the use of any Intellectual Property Assets. To Seller's Knowledge, neither Seller nor any of its Subsidiaries has misrepresented, or failed to disclose, and there are no misrepresentations of or failure to disclose, any fact or circumstance in any application for any Intellectual Property Assets that would constitute fraud, inequitable conduct or a misrepresentation with respect to such application or that would otherwise affect the validity or enforceability of any such Intellectual Property Assets.

(j) None of the Intellectual Property Assets has been adjudged invalid or unenforceable in whole or part, or in the case of pending Patent applications included in the Intellectual Property Assets, have been the subject of a final and non-appealable finding of unpatentability. All issued Patents, registered Trademarks and registered Copyrights included in the Intellectual Property Assets are, to Seller's Knowledge, valid, enforceable, in full force and effect and subsisting in all material respects.

(k) To Seller's Knowledge, none of the Intellectual Property Agreements has been adjudged invalid or unenforceable in whole or part and no party to any Intellectual Property Agreement has asserted that any such Intellectual Property Agreement is invalid, unenforceable, terminated or subject to termination. All issued Patents, registered Trademarks and registered Copyrights included in the Intellectual Property Agreements are, to Seller's Knowledge, valid, enforceable, in full force and effect and subsisting in all material respects, and neither Seller nor any of its Subsidiaries has received any notice or other communication challenging the ownership, validity, enforceability, scope, priority or rights of Seller or any of its Subsidiaries under any such Intellectual Property Rights.

(l) To Seller's Knowledge, no Person has infringed, misappropriated, diluted, conflicted with or otherwise violated any Intellectual Property Asset or any Intellectual Property Right exclusively licensed to Seller or any of its Subsidiaries pursuant to an Intellectual Property Agreement and no facts or circumstances exist that would reasonably be expected to give rise to any such infringement, misappropriation, dilution, conflict or violation.

(m) Seller and its Subsidiaries have taken commercially reasonable actions in accordance with current industry practice to maintain the confidentiality of all Intellectual Property Assets, the value of which to Seller or its Subsidiaries is contingent upon maintaining the confidentiality thereof (including any Trade Secrets and confidential materials owned, used or held for use by Seller and its Subsidiaries), and no such Intellectual Property Assets have been disclosed, and access to such Intellectual Property Assets has not been provided to any Person, other than under written confidentiality

agreements that protect such Intellectual Property Assets. To Seller's Knowledge, no Person, including Employee or Independent Contractor or agent of Seller or any of its Subsidiaries, is in default or breach of any confidentiality or non-disclosure agreement, or any confidentiality provisions of any employment agreement or other such agreement, with Seller or any of its Subsidiaries relating to the protection, ownership, development, use or transfer of any Intellectual Property Assets of Seller or any of its Subsidiaries.

(n) To the extent that any Intellectual Property Asset has been conceived, discovered, reduced to practice, developed, or created by a Third Party (including any current or former service provider) for Seller or a Subsidiary thereof, each such Third Party, as the case may be, has a valid, binding and enforceable written agreement with Seller with respect thereto pursuant to which such Third Party has agreed to hold all Intellectual Property Assets in confidence and to not use any such Intellectual Property Asset for any purpose other than for the benefit of Seller, and Seller thereby either (i) has obtained ownership of and is the exclusive owner of, or (ii) has obtained a valid and unrestricted right to exploit, sufficient for the conduct of the Business as currently conducted or as proposed to be conducted, such Intellectual Property Asset. In each case where Seller or a Subsidiary thereof has acquired any Intellectual Property Rights from any Person (including any service provider), Seller has obtained a present, valid, binding and enforceable assignment sufficient to irrevocably transfer all right, title and interest in and to such Intellectual Property Rights to Seller, or ownership in such Intellectual Property Rights are vested in Seller pursuant to applicable Law. No current or former Employee or Independent Contractor or other Person involved in the conception, discovery, reduction to practice, development, manufacture, testing, analysis, validation or creation of any Intellectual Property Asset was or is subject to any obligation to any prior employer, university, institution, Governmental Authority or other Person that conflicts with or would reasonably be expected to impair the ownership of Seller or any of its Subsidiaries, or Buyer's rights in, any Intellectual Property Asset.

Section 4.07 Assigned Contracts.

(a) Section 4.07(a) of the Disclosure Schedules sets forth a true, complete and correct list of all Contracts of Seller or any of its Subsidiaries related primarily to the Purchased Assets, copies of which have been made available to Buyer.

(b) Each Assigned Contract is in full force and effect and is a valid and binding obligation of Seller or one of its Subsidiaries and, to the Knowledge of Seller, the other parties thereto in accordance with its terms and conditions, except as such validity and enforceability may be limited by (a) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally, (b) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and (c) the obligations to pay Cure Costs hereunder. Neither Seller nor any of its Subsidiaries have received written notice from any Person, and to Seller's Knowledge, no Person has threatened or intends to terminate or adversely modify in any material respect Seller's or any of its Subsidiaries' rights under any Assigned Contract. To the Knowledge of Seller, no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any Assigned Contract or would cause

the acceleration of any obligation of Seller or any of its Subsidiaries or the creation of a Lien upon any Purchased Asset. Seller has delivered or made available to Buyer true, correct and complete copies of all of the Assigned Contracts, together with all amendments, modifications or supplements thereto.

Section 4.08 Reserved.

Section 4.09 Inventory. The Inventory consists of a material quality and quantity usable in the ordinary course of business. All Inventory is owned by Seller or one of its Subsidiaries free and clear of all Liens (other than Permitted Liens). Section 4.09 of the Disclosure Schedules sets forth a listing of the finished Inventory owned, in the possession or control of, Seller or any of its Subsidiaries, including the address at which such Inventory is located. All of Inventory has been (i) to Seller's Knowledge, manufactured in compliance with Law, (ii) not adulterated or misbranded under the FD&C or other comparable laws, and (iii) to the extent administered to any subject or supplied to any site in clinical study, in material compliance with the applicable specifications with respect thereto in then-current IND(s).

Section 4.10 Compliance With Laws; Permits.

(a) Seller and each of its Subsidiaries are, and since the Reference Date have been, in compliance in all material respects with all applicable Laws, including with respect to all research, development and manufacturing of the Company Products (including the generation, preparation, maintenance, submission, and retention of all Regulatory Documentation). Since the Reference Date, neither Seller nor any of its Subsidiaries has received any written notice of or, to Seller's Knowledge, is under investigation with respect to, any violation of any applicable Law. There is no judgment, decree, injunction, rule or order of any arbitrator or Governmental Authority outstanding against Seller or any of its Subsidiaries that relates to the Business, Purchased Assets or the transactions contemplated hereby.

(b) None of Seller or any of its Subsidiaries, or any of their respective directors, officers, consultants, agents or other Persons acting for or on its behalf, has taken any action that would result in a violation by such Person of (i) the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78m(b), 78dd-1, 78dd-2, 78ff) (the "**FCPA**") or any other applicable anti-corruption or anti-bribery Law, (ii) any economic sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, His Majesty's Treasury or any applicable prohibited party list maintained by any U.S. Governmental Authority, the European Union or His Majesty's Treasury (collectively, "**Sanctions**") or (iii) any applicable Law relating to export controls. Seller and its Subsidiaries have conducted the Business in compliance with the FCPA (and any state or foreign equivalents) any other anti-corruption applicable Law (including the U.S. federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), the U.S. False Claims Act (31 U.S.C. § 3729 et seq.), and any state or foreign equivalents), Sanctions and applicable Laws relating to export controls, and, except as set forth on Section 4.10(b) of the Disclosure Schedules, Seller and its Subsidiaries have instituted and maintained policies and procedures designed to cause each such Person to comply with all such laws described in this sentence.

(c) Neither Seller nor any of its Subsidiaries, nor any of its or their respective officers, employees or agents, has been debarred or is subject to debarment pursuant to Section 306 of the FD&C Act or analogous provisions of Law outside the United States or is listed on any excluded list, and neither Seller nor any of its Subsidiaries has, to Seller's Knowledge, used in any capacity, in connection with the activities to be performed under this Agreement, any Person who has been debarred pursuant to Section 306 of the FD&C Act or analogous provisions of Law outside the United States or who is the subject of a conviction described in such Section or analogous provisions of Law outside the United States or is listed on any excluded list.

(d) Neither Seller nor any of its Subsidiaries, nor any of their respective directors, officers, consultants, agents or other Persons acting for or on its behalf, is a Person that is, or is owned or controlled by Persons that are (i) the subject of any Sanctions or (ii) located, organized or resident in a country or region that is the subject of Sanctions.

(e) Seller and its Subsidiaries hold all material Permits necessary to conduct the Business (including any IND) in the places and in such manner in which the Business is currently being conducted, and: (i) such Permits are valid and in full force and effect and are not subject to any pending or, to Seller's Knowledge, threatened Action by any Governmental Authority to suspend, cancel, modify, terminate or revoke any such Permit; (ii) Seller and its Subsidiaries are in compliance in all material respects with the terms and requirements of such Permits; and (iii) neither Seller nor any of its Subsidiaries is in material default under, and, to Seller's Knowledge, no condition exists that with notice or lapse of time or both would constitute a material default under or would reasonably be expected to result in any suspension, cancellation, material modification, termination or revocation of, any such Permit.

(f) The Business does not (i) produce, design, test, manufacture, fabricate, or develop "critical technologies" as that term is defined in 31 C.F.R. § 800.215; (ii) perform the functions as set forth in column 2 of Appendix A to 31 C.F.R. part 800 with respect to covered investment critical infrastructure; or (iii) maintain or collect, directly or indirectly, "sensitive personal data" as that term is defined in 31 C.F.R. § 800.241; and, therefore, in turn, are not, collectively or individually, a "TID U.S. business" within the meaning of 31 C.F.R. § 800.248.

Section 4.11 Litigation.

(a) There is no Action before or by any Governmental Authority or arbitrator pending or, to the Knowledge of Seller, threatened against or affecting (i) the Business, the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Business, the Purchased Assets or Assumed Liabilities.

Section 4.12 Privacy Matters.

(a) Seller and each of its Subsidiaries (and to Seller's Knowledge, each Third Party acting on behalf of Seller or any of its Subsidiaries) are and have been in material compliance with all Laws relating to privacy, data protection, information or cyber security, or the Processing of Personal Information by such Persons applicable to the operations of the Business ("**Privacy Laws**") and all associated contracts and policies. Seller and each of its Subsidiaries, as applicable, have provided all requisite notices, obtained all required consents, and satisfied all other requirements of Privacy Laws for their Processing of Personal Information that are necessary and in connection with the operation of the Business as of the date hereof and for the consummation of the transactions contemplated hereunder.

(b) Since the Reference Date, no claims, investigations, or alleged violations have been asserted or to Seller's Knowledge, threatened against Seller or any of its Subsidiaries by any Person regarding the Processing of Personal Information by or on behalf of Seller or any of its Subsidiaries or alleging a violation of Privacy Laws.

(c) Seller and each of its Subsidiaries maintain and, since the Reference Date, have maintained reasonable physical, administrative and technical security measures. To Seller's Knowledge, neither Seller nor any of its Subsidiaries has experienced (nor to Seller's Knowledge, have any Third Party acting on behalf of Seller or any of its Subsidiaries) any actual or alleged Security Incidents. Neither Seller nor any of its Subsidiaries has (nor have any Third Parties acting on behalf of Seller or any of its Subsidiaries) notified, or been required to notify, any Person of any Security Incident.

Section 4.13 Employee Benefit Plans; Labor Matters.

(a) Seller has made available to Buyer a true, correct and complete list that sets forth, as of the date hereof: each Specified Individual, including each such Person's name, employer or engaging entity, job title, hire date, work location, current base salary or wage, commission or fee rate, most recent annual bonus received and current annual bonus or incentive opportunity, whether an employee or independent contractor, whether part-time or full-time, status as exempt or non-exempt under the Fair Labor Standards Act (if applicable), immigration status (for employees), whether such individual is in active service or on leave, if on leave, the nature of such leave and the date of expected return, and whether such person has entered into an Employment Agreement and/or Consulting Agreement. With respect to Specified Individuals who are former employees, such list will reflect the information as of the last day of employment as well as any post-employment (e.g., independent contractor) arrangements. Except as set forth on Section 4.13(a) of the Disclosure Schedules, the employment or engagement of each Specified Individual is terminable at will without compensation or other penalty. Seller has a completed a Form I-9 (Employment Eligibility Verification) for each Specified Individual who is an employee. None of Seller or its Subsidiaries utilize a PEO with respect to the Business. All Specified Individuals who are Independent Contractors are properly classified as non-employees pursuant to the Code and other applicable Law and the Seller and its Subsidiaries have no obligation or liability with respect to any Taxes (or the withholding thereof) or applicable

employment law requirements in connection with any such Independent Contractors. No Independent Contractor has or would reasonably be expected to have any claim for benefits provided to employees under an Employee Plan with respect to service as an Independent Contractor.

(b) No Employee Plan is, and neither Seller nor any of its ERISA Affiliates has ever sponsored, maintained, administered, or contributed to (or has had any obligation to contribute to) or has or is reasonably expected to have any direct or indirect Liability with respect to: (i) a "defined benefit plan" (as defined in Section 3(35) of ERISA); (ii) a "multiemployer plan" (as defined in Sections 4001(a)(3) and 3(37)(A) of ERISA): (iii) a pension plan subject to Section 302 or Title IV of ERISA or Section 412 or 4971 of the Code; (iv) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA or other applicable law; (v) a "voluntary employees' beneficiary association" within the meaning of Section 501(c)(9) of the Code or other funding arrangement for the provision of welfare benefits; or (vi) a welfare plan that offers health, life, or other disability benefits on a less-than-fully insured basis.

(c) Each Employee Plan, has been established, maintained, funded and administered in all material respects in compliance with its terms and with all applicable Law, including ERISA and the Code. No Action (other than routine claims for benefits) is pending against or involves or, to Seller's Knowledge, is threatened against or threatens to involve, any Employee Plan. Seller and its Subsidiaries have complied in all material respects with applicable Law with respect to each plan, arrangement or policy mandated by applicable Law (including with respect to the payment of social insurance Taxes or similar contributions to a fund of a Governmental Authority with respect to wages of an employee).

(d) Except as would not result in material Liability for the Seller or its Subsidiaries, Seller and its Subsidiaries have paid all salaries, bonuses, commissions, wages, severance, accrued vacation pay, fees and any other amounts that have become due and payable to Employees, other Specified Individuals, and former employees of Seller or its Subsidiaries with respect to the Business, and any such amounts for any period ending on or before the Closing Date for services performed on or prior to the date hereof have been paid or accrued in full. With respect to the Employees, other Specified Individuals and former employee of Seller or its Subsidiaries with respect to the Business each of Seller and its Subsidiaries is and for the past three (3) years has been in material compliance with all applicable law governing the employment of labor, including all applicable law relating to wages, hours, affirmative action, collective bargaining, discrimination, civil rights, safety and health, exempt/non-exempt classification, classification of independent contractors, and workers' compensation.

(e) None of Seller or any of its Subsidiaries has, in the past three (3) years, been a party to or had any obligations under a collective bargaining, works council or similar agreement and no union or other collective bargaining unit or employee organizing entity has been certified or recognized by Seller or any of its Subsidiaries as representing any Employees. In the past three (3) years, none of Seller or any of its Subsidiaries has experienced, nor to Seller's Knowledge, is there now threatened, any union activity, any

effort to organize or any other similar occurrence or any attempt to organize or represent the Employees. There are no controversies pending or threatened between Seller and its Subsidiaries, on the one hand, and any Employee or former employee of Seller or its Subsidiaries with respect to the Business, on the other hand. No investigation, review, complaint or proceeding by any Governmental Authority or Employee or former employee with respect to Seller or any of its Subsidiaries in relation to the employment of any such individual involved in the Business is pending or, to Seller's Knowledge, threatened, nor has Seller or any of its Subsidiaries received any notice from any Governmental Authority indicating an intention to conduct the same.

(f) Except as set forth in Section 4.13(f) of the Disclosure Schedules, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event) will (i) entitle any Employee to any increased, new or accelerated payment or benefit, including any bonus, retention, severance, retirement or job security payment or benefit or (ii) result in the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment," as defined in 280G(b)(1) of the Code (without regard to subsection (b)(4) thereof).

(g) To the Seller's Knowledge, in the past three (3) years, (i) no allegations of sexual harassment or other sexual misconduct have been made since the Reference Date against any Employee or other Specified Individual and (ii) neither Seller nor any of its Subsidiaries has entered into any settlement agreements related to allegations of sexual harassment or sexual misconduct by an Employee or other Specified Individual.

Section 4.14 Taxes.

(a) All material Tax Returns filed by, on behalf or in respect of the Business have been filed in accordance with applicable Tax Laws and are true, correct and complete in all material respects. No Governmental Authority has made a claim in writing that the Business or the Purchased Assets may be subject to Taxes, or that a Tax Return related to the Business or the Purchased Assets may be required to be filed, in a jurisdiction where no such Tax Returns have been filed.

(b) Subject to any obligation of Seller or any of its Subsidiaries under the Bankruptcy Code, all Taxes related to the Business or the Purchased Assets have been paid in full.

(c) Except as set forth on Section 4.14(c) of the Disclosure Schedules, there are no Liens in respect of Taxes with respect to any of the Purchased Assets, except for Liens for Taxes not yet due and payable that arise by operation of Law.

Section 4.15 Key Suppliers.

(a) Section 4.15(a) of the Disclosure Schedules sets forth a true, correct and complete list of the top 10 suppliers relating to the Business, measured by annual spend by Seller and its Subsidiaries on a consolidated basis, during the 12-month period ended as of March 31, 2026 ("**Key Suppliers**").

(b) No Key Supplier has terminated, suspended, cancelled or materially and adversely modified (i) its business relationship with Seller or any of its Subsidiaries or (ii) the terms of a Contract with Seller or any of its Subsidiaries. Neither Seller nor any of its Subsidiaries has received notice of any Key Supplier, and to Seller's Knowledge, no Key Supplier has threatened and Seller has no reason to believe that such Person intends, to terminate, suspend, cancel or materially and adversely modify its business relationship with Seller or any of its Subsidiaries or the terms of a Contract with Seller or any of its Subsidiaries. There are no unresolved claims or disputes pending between Seller or any of its Subsidiaries, on the one hand, and any Key Supplier, on the other hand.

Section 4.16 Insurance. Seller has made available to Buyer a true, correct and complete copy of all material insurance policies and all material self-insurance programs and arrangements and similar arrangements (including bonds) primarily relating to the Business and the Purchased Assets (the "**Insurance Policies**") and Section 4.16 of the Disclosure Schedules sets forth a true, correct and complete list of the Insurance Policies. As of the date of this Agreement: (a) each Insurance Policy is in full force and effect, all premiums thereon have been timely paid or, if not yet due, accrued; (b) there is no material claim pending under the Insurance Policies as to which coverage has been questioned, denied or disputed by the underwriters thereof; and (c) Seller and each of its Subsidiaries are in compliance in all material respects with the terms of the Insurance Policies. Seller has no Knowledge of any threatened termination of, or material premium increase with respect to, any Insurance Policy. The Insurance Policies are sufficient for compliance in all material respects under applicable Law, all Permits and Contracts to which Seller or any of its Subsidiaries is a party or by which Seller or any of its Subsidiaries or any of their properties or assets are bound.

Section 4.17 Finders' Fees. Except as to Raymond James, whose fees are to be paid by Seller, there is no other investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Seller or any of its Subsidiaries who might be entitled to any fee or commission from any of Seller or any of its Subsidiaries in connection with any of the transactions contemplated by this Agreement.

Section 4.18 Certain Information. Seller has made available to Buyer true, correct and complete copies of all material information in its possession relating to each of (i) the STAAR Studies, (ii) any IND for any Company Product and (iii) each of Module 1, Module 2 and Module 3 of the rolling BLA for the Company Product.

Section 4.19 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE IV OF THIS AGREEMENT (AS MODIFIED BY THE DISCLOSURE SCHEDULES), THE SELLER'S CLOSING CERTIFICATE OR ANY ANCILLARY AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AND SELLER HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE V are true and correct as of the date hereof and as of the Closing Date.

Section 5.01 Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of Delaware.

Section 5.02 Authority of Buyer. Buyer has full corporate power and authority to execute and deliver this Agreement and the Ancillary Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any Ancillary Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by Buyer and no other corporate proceedings on the part of Buyer are necessary to authorize the execution or delivery by Buyer of this Agreement and any Ancillary Document to which Buyer is a party, the performance by Buyer of its obligations under this Agreement and any Ancillary Document to which Buyer is a party or the consummation by Buyer of the transactions contemplated by this Agreement and any Ancillary Document to which Buyer is a party. This Agreement has been duly executed and delivered by Buyer and, assuming due authorization, execution and delivery by Seller, constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. When each Ancillary Document to which Buyer is or will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Buyer enforceable against them in accordance with its terms.

Section 5.03 No Conflicts; Consents. The execution and delivery by Buyer of this Agreement and the Ancillary Documents to which it is a party, the performance by Buyer of its obligations under this Agreement and the Ancillary Documents to which it is a party and the consummation by Buyer of the transactions contemplated hereby and thereby, do not and will not (a) contravene, conflict with or result in any violation or breach of any provision of the organizational documents of Buyer, (b) contravene, conflict with or result in a violation or breach of any provision of any applicable Law, (c) require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Buyer is entitled under any provision of any Contract binding on Buyer or any Permit affecting, or relating in any way to, the assets or business of Buyer or (d) result in the creation or imposition of any Lien on any asset of Buyer, with only such exceptions, in the case of each of clauses (c) and (d), as would not reasonably be expected to have, individually or in the aggregate with all other Effects, a Buyer Material Adverse Effect. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement or any of the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, except as would not reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 5.04 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Buyer who might be

entitled to any fee or commission from Buyer upon consummation of the transactions contemplated by this Agreement.

Section 5.05 Available Funds. Buyer has, and at the Closing will have, funds immediately available that are sufficient to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement. Such funds are not subject to any conditions or contingencies (including any financing condition) that would reasonably be expected to prevent or delay the availability of such funds at or prior to the Closing.

Section 5.06 Litigation. As of the date of this Agreement, there are no proceedings pending or, to the knowledge of Buyer, threatened against Buyer that seeks to enjoin the transactions contemplated by this Agreement, other than any such proceedings that have not had and would not have a Buyer Material Adverse Effect.

Section 5.07 Independent Investigation. Buyer acknowledge that it has conducted its own independent investigation and analysis of the Business, the Purchased Assets and the Assumed Liabilities, and that Buyer and its Representatives have received access to such books and records, facilities, equipment, contracts and other assets of Seller and its Subsidiaries that Buyer and its Representatives have desired or requested to review for such purpose.

Section 5.08 Non-Reliance; Purchased Assets.

(a) Buyer acknowledges for the benefit of Seller that it has conducted its own independent investigation and analysis of the business, operations, assets, liabilities, results of operations, condition (financial or otherwise) and prospects of the Business, the Purchased Assets and the Assumed Liabilities, and that it and its Representatives have received sufficient access to certain of the books and records, facilities, equipment, Contracts and other assets of the Business (including the Purchased Assets) for such purpose. Buyer further acknowledges and agrees for the benefit of Seller that, except for the representations and warranties contained in ARTICLE IV (as modified by the Disclosure Schedules), neither Seller nor any of its financial or other professional advisors, nor its or their respective Representatives, makes or has made any representation or warranty, either express or implied, or other statements or information concerning the Business, the Purchased Assets or the Assumed Liabilities in connection with the transactions contemplated by this Agreement and Seller hereby disclaims any other representations made by Seller or any other Person concerning the Business, the Purchased Assets or the Assumed Liabilities in connection with the transactions contemplated by this Agreement. Seller makes no representations or warranties regarding the probable success or profitability of the Business. Buyer has not relied on any representation, warranty or other statement by any Person on behalf of Seller, other than the representations and warranties of Seller expressly contained in ARTICLE IV (as modified by the Disclosure Schedules).

(b) Buyer agrees, warrants and represents that Buyer is purchasing the Purchased Assets "AS IS" and "WITH ALL FAULTS" based solely on the representations and warranties set forth in ARTICLE IV (as modified by the Disclosure Schedules) and Buyer's own investigation of Seller, the Purchased Assets, the Assumed Liabilities and the

Business. Buyer further acknowledges that the consideration for the Purchased Assets specified in this Agreement has been agreed upon by Seller and Buyer after good-faith arms-length negotiation in light of Buyer's agreement to purchase the Purchased Assets "AS IS" and "WITH ALL FAULTS." Buyer agrees, warrants and represents that, except for the express representations and warranties set forth in ARTICLE IV (as modified by the Disclosure Schedules), Buyer has relied, and shall rely, solely upon its own investigation of all such matters, and that Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN ARTICLE IV (AS MODIFIED BY THE DISCLOSURE SCHEDULES), SELLER MAKES NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE PURCHASED ASSETS, THE ASSUMED LIABILITIES OR THE BUSINESS.

ARTICLE VI
BANKRUPTCY COURT MATTERS

Section 6.01 Competing Transactions. Seller will not agree to any proposals or offers from any Third Party to acquire, directly or indirectly, all or any substantial portion of the Purchased Assets (a "**Competing Transaction**") other than as expressly permitted by and in accordance with the Bidding Procedures. For the avoidance of doubt, neither (i) a liquidation or wind-down of Seller's estate nor (ii) Seller engaging in a transaction or transactions to divest all or any portion of an Excluded Business, shall be a Competing Transaction.

Section 6.02 Bankruptcy Court Filings.

(a) The Petition Date shall occur within two Business Days of the date hereof. On the Petition Date, Seller shall file (and, within one Business Day, serve) a motion or motions (the "**Sale Motion**"), in form and substance reasonably satisfactory to Buyer, in the Chapter 11 Case requesting that the Bankruptcy Court (i) (A) approve the Bidding Procedures and enter the Bidding Procedures Order (B) establish procedures for the assumption and assignment of executory contracts and unexpired leases, (C) schedule a date for the Auction; (D) schedule a hearing on entry of the Sale Order, (E) approve the form and manner of notices related thereto, and (F) grant related relief; and (ii) (A) approve and authorize the sale contemplated in this Agreement free and clear of all Claims, Liens and Liabilities, (B) authorize the assumption and assignment of the Assigned Contracts, and (C) grant related relief. Thereafter, Seller shall take all actions as may be reasonably necessary to cause the Bidding Procedures Order and the Sale Order to be issued, entered and become Final Orders, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

(b) Seller shall provide appropriate notice of the hearings on the Sale Motion, as is required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, to all Persons entitled to notice, including all Persons that have expressed interest in buying the Purchased Assets, all Persons that have asserted Liens, claims or other interests in the Purchased Assets, all parties to the Assigned Contracts, all applicable state and local tax authorities, including the IRS, each Governmental Authority that is an interested party with respect to the Purchased Assets, and all Tax and environmental authorities in jurisdictions applicable to Seller. Seller shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted to Buyer within a reasonable time prior to their filing with the Bankruptcy Court to allow for Buyer's prior review and comments.

(c) On or before the date that is no later than two Business Days after entry of the Bidding Procedures Order, Seller shall file with the Bankruptcy Court and serve an assignment and assumption notice (the "**Assignment and Assumption Notice**") by first class mail on all non-debtor counterparties to all Contracts and provide a copy of the same to Buyer. The Assignment and Assumption Notice shall inform each recipient that its respective Contract may be designated by Buyer as assumed, and the timing and procedures relating to such designation, and, to the extent applicable (i) the title of the Contract, (ii) the name of the counterparty to the Contract, (iii) Seller's good faith estimates of the Cure Costs required in connection with such Contract, (iv) the identity of Buyer and (v) the deadline by which any such Contract counterparty may file an objection to the proposed assumption and assignment or cure, and the procedures relating thereto.

(d) Seller shall use its best efforts to (i) have entered the Bidding Procedures Order on or before seven Business Days after the Petition Date, (ii) hold the Auction, unless an Auction is not required to be held pursuant to the terms of the Bidding Procedures, on or before 42 days after entry of the Bidding Procedures Order and (iii) have entered the Sale Order on or before 50 days after entry of the Bidding Procedures Order.

(e) Seller shall consult with Buyer regarding pleadings and papers that it intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of the Bidding Procedures, the Bidding Procedures Order, the Sale Order, and any other orders of the Bankruptcy Court relating to the transactions contemplated by this Agreement, or the bankruptcy proceedings that may impact the transactions contemplated by this Agreement or the Purchased Assets, including sharing in advance any drafts thereof for Buyer's review and comment. Seller shall promptly provide Buyer and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that Seller has in its possession (or receives) pertaining to the Sale Motion, or any other order related to any of the transactions contemplated in this Agreement.

(f) If the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated in this Agreement are appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order and the Sale Order, or other such order), subject

to rights otherwise arising from this Agreement, Seller shall use its best efforts to prosecute or defend, as applicable, such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

(g) Notwithstanding anything expressed or implied herein to the contrary, Seller shall not consent or agree to the allowance of any claim to the extent it would constitute an Assumed Liability without the prior written consent of Buyer. Seller shall use its best efforts to cause the Sale Order to provide that Buyer will have standing in the Chapter 11 Case to object to the amount of any claim to the extent it would constitute an Assumed Liability and that the Bankruptcy Court will retain the right to hear and determine such objections.

ARTICLE VII
COVENANTS

Section 7.01 Conduct of Business Prior to the Closing.

(a) From the date hereof until the earlier of the Closing Date or the valid termination of this Agreement, except as otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, an order of the Bankruptcy Court (provided that Seller shall not seek or consent to, and shall oppose, any order of the Bankruptcy Court that would reasonably be expected to result in Seller violating its obligations under this Agreement), or as consented to in writing by Buyer, Seller shall (and shall cause its Subsidiaries to) use its commercially reasonable efforts to conduct the Business in the ordinary course of business.

(b) Without limiting the generality of Section 7.01(a), from the date hereof until the earlier of the Closing Date or the valid termination of this Agreement, Seller shall not (and shall cause its Subsidiaries not to):

(i) renew, enter into, amend, waive any right under, modify, assign, transfer or terminate (other than terminations in connection with (A) an expiration or (B) a renewal that becomes automatically effective unless a party thereto provides prior notice of an intention not to renew) any Contract to the extent relating to the Business or the Purchased Assets or Assumed Liabilities;

(ii) waive, release, amend, let lapse or assign any material rights, claims or benefits of Seller or any of its Subsidiaries relating to the Business, Purchased Assets or Assumed Liabilities, in each case, except as otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, or an order of the Bankruptcy Court (provided that Seller shall not seek or consent to, and shall oppose, any order of the Bankruptcy Court that would reasonably be expected to result in Seller violating its obligations under this Agreement);

(iii) sell, license, sublicense, grant rights of reference to, abandon, dedicate to the public, permit to lapse, disclose, convey, transfer, assign, divest, or otherwise dispose of any asset or property constituting Purchased Assets other than

inventory and obsolete assets sold or otherwise disposed of in the ordinary course of business;

(iv) create or assume any mortgage or pledge, restriction, option, or impose any Lien on, or in any other way encumber, any asset or property constituting Purchased Assets, except for those that arise under any DIP Order that constitute Permitted Liens, or as required by applicable Law;

(v) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of any Person or otherwise acquire any assets that, as of the Closing, would constitute Purchased Assets, except for the acquisition of assets and inventory in the ordinary course of business;

(vi) take any action, or omit to take any action, that would reasonably be expected to result in a default under or material breach of any Assigned Contract, except as otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, an order of the Bankruptcy Court (provided that Seller shall not seek or consent to, and shall oppose, any order of the Bankruptcy Court that would reasonably be expected to result in Seller violating its obligations under this Agreement), or as consented to in writing by Buyer;

(vii) take any action, or omit to take any action, that would reasonably be expected to result in Seller or any of its Subsidiaries or any of its or their respective officers, employees or agents to be debarred or become subject to debarment pursuant to Section 306 of the FD&C Act or analogous provisions of Law outside the United States or is listed on any excluded list;

(viii) use in any capacity, in connection with activities to be performed under this Agreement, any Person who has been debarred pursuant to Section 306 of the FD&C Act or analogous provisions of Law outside the United States or who is the subject of a conviction described in such Section or analogous provisions of Law outside the United States or is listed on any excluded list;

(ix) liquidate, dissolve, recapitalize or otherwise wind up its operations related to the Purchased Assets;

(x) cancel or alter any insurance coverage with respect to the Purchased Assets;

(xi) incur, commit to or make any material capital expenditure that would be an Assumed Liability;

(xii) incur any material indebtedness for borrowed money, enter into any capital lease or guarantee any such indebtedness, in each case to the extent such indebtedness would constitute an Assumed Liability;

(xiii) make any material loans, advances or capital contributions to, or investments in, any other Person with respect to the Business;

(xiv) commence, settle or propose to settle any material Actions that would reasonably be expected to materially diminish the value of the Purchased Assets or impair title thereto or result in an Assumed Liability, including any opposition, interference, derivation proceeding, inter partes review, post-grant review, reexamination, cancellation, audit, inquiry or proceeding that relates to, affects or would reasonably be expected to affect the ownership, scope, validity, enforceability, infringement, misappropriation, confidentiality, transferability or value of any Intellectual Property Assets;

(xv) abandon, allow to lapse, fail to prosecute, fail to maintain, fail to pay any required fees or annuities for, narrow, disclaim, dedicate to the public, license, sublicense, covenant not to sue under, encumber, disclose any material trade secret relating to, or otherwise impair any Intellectual Property Assets, or take any position in prosecution, enforcement or defense of any Intellectual Property Assets that would reasonably be expected to adversely affect the scope, validity, enforceability, ownership or value thereof;

(xvi) make, authorize or fail to prevent any filing, submission, response, amendment, argument, statement, disclaimer, terminal disclaimer, narrowing amendment, election, restriction, appeal decision, withdrawal, abandonment or other action in the prosecution, maintenance, enforcement, defense or ownership of any Intellectual Property Assets that would reasonably be expected to adversely affect the scope, validity, enforceability, ownership, priority, duration, patentability, registrability, confidentiality, exclusivity or value of such Intellectual Property Assets;

(xvii) make any change in accounting principles materially affecting the reporting of the Purchased Assets or the Business, other than as required by applicable Law or a Governmental Authority; or

(xviii) enter into a binding agreement or agree, whether in writing or otherwise, to do any of the foregoing;

in each case, except as otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, an order of the Bankruptcy Court (provided that Seller shall not seek or consent to, and shall oppose, any order of the Bankruptcy Court that would reasonably be expected to result in Seller violating its obligations under this Agreement), any DIP Order, or as consented to in writing by Buyer.

(c) Without limiting the generality of Section 7.01(a), from the date hereof until the earlier of the Closing Date or the valid termination of this Agreement, Seller shall (and shall cause its Subsidiaries to) use its commercially reasonable efforts to:

(i) preserve and maintain all Permits and Regulatory Documentation required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets and all applications for Permits relating to the Business or any Purchased Asset;

(ii) pay the debts, Taxes and other obligations of the Business when due, subject to the filing of the Chapter 11 Case and good faith disputes over Taxes;

(iii) preserve and maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear and maintain and protect the confidentiality and trade secret status of all confidential information included in the Purchased Assets;

(iv) continue in full force and effect without modification all their insurance policies, except as required by applicable Law;

(v) defend and protect the properties and assets included in the Purchased Assets from infringement, misappropriation, misuse, unauthorized access, unauthorized disclosure, loss, corruption, destruction, impairment or usurpation;

(vi) perform all of its obligations under all Assigned Contracts;

(vii) maintain in effect all confidentiality, invention assignment, work-for-hire, data access, material transfer, laboratory, vendor, clinical site, investigator, research, development, manufacturing, consultant and other arrangements necessary to ensure that all Intellectual Property Assets, Company Product data, materials, records and other work product generated for or on behalf of Seller or any of its Subsidiaries with respect to any Company Product, the Business or the Purchased Assets are owned by, or validly assignable or transferable to, Seller and included in the Purchased Assets;

(viii) obtain or maintain valid, enforceable and transferable confidentiality, invention assignment, work-for-hire, data access, material transfer and similar agreements from each employee and Third Party who creates, conceives, reduces to practice, generates, accesses, uses or possesses any Intellectual Property Assets or other work product relating to the Purchased Assets;

(ix) maintain the Books and Records in accordance with past practice;

(x) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets; and

(xi) perform all of its obligations or Liabilities arising out of, in respect of or in connection with, any DIP Order;

except if otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, an order of the Bankruptcy Court or any DIP Order.

(d) Subject to Section 7.01(a), during the period from the date hereof until the Closing, Seller shall, and shall cause its Subsidiaries to, use its reasonable best efforts to (i) continue the STAAR Studies as currently contemplated, including the monitoring of patients enrolled in any ongoing clinical trials of Seller or any of its Subsidiaries relating

to the Company Products; and (ii) perform or continue to perform the actions set forth in Schedule 7.01(d)(ii).

Section 7.02 Access to Information.

(a) From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Seller (and shall cause its Subsidiaries to) (i) afford Buyer and its Representatives full and free access during normal business hours to the offices, properties, facilities, assets, books, records, service providers and agents of Seller and its Subsidiaries to the extent relating primarily to the Business, Purchased Assets or Assumed Liabilities; (ii) furnish Buyer and its Representatives with such financial and operating data and other information (including the work papers of Seller's and its Subsidiaries independent accountants upon receipt of any required consents from such accountants and subject to the execution of customary access letters) as such Persons may reasonably request to the extent primarily related to the Business, Purchased Assets or Assumed Liabilities as Buyer or any of their Representatives may reasonably request; and (iii) instruct the service providers and Representatives of Seller and its Subsidiaries to cooperate with Buyer in their investigation of the Business; provided, that any such access shall be afforded and any such information shall be furnished at Buyer's expense; provided, further, that Seller will not be required to provide Buyer or its Representatives with access to or to disclose information (A) that is prohibited from being disclosed pursuant to the terms of a confidentiality agreement with a third party entered into before the date hereof, (B) the disclosure of which would violate applicable Law or Order, or (C) the disclosure of which would cause the loss of any attorney-client privilege, attorney work product privilege or other legal privilege; provided, further, that with respect to the foregoing clauses (A) through (C) of the immediately foregoing proviso, Seller shall use commercially reasonable efforts to (and use commercially reasonable efforts to cause its Subsidiaries to) (1) obtain the required consent of any third party to provide such disclosure and (2) develop an alternative to providing such information so as to address such matters that is reasonably acceptable to Seller. Any investigation pursuant to this Section 7.02(a) shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Seller or any of its Subsidiaries.

Section 7.03 Notice of Certain Events; Regulatory Submissions.

(a) From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Seller shall promptly notify Buyer in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, (B) has resulted in, or would reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct that would reasonably be expected to result in the failure of the condition set forth in Section 8.02(c) to be satisfied or (C) has resulted in, or would reasonably be expected to result in, the failure of any of the other conditions set forth in Section 8.02 to be satisfied;

(ii) any notice or other written communication from any Person alleging that the consent of such Person is required in connection with the transactions contemplated by this Agreement or the entry of the approval of any order by the Bankruptcy Court;

(iii) any notice or other written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(iv) any Actions commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.06 or Section 4.11 or that relate to the consummation of the transactions contemplated by this Agreement; and

(v) any substantive or material communication from any Regulatory Authority regarding the Company Products, including any written or oral communications from the FDA or another Regulatory Authority related to any Regulatory Documentation or any clinical trial of the Company Products.

(b) Buyer's receipt of information pursuant to this Section 7.03 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement the Disclosure Schedules.

(c) Subject to applicable Law, Seller shall permit Buyer a reasonable opportunity to review in advance and comment on any substantive communication or submission by Seller or any of its Subsidiaries to any Regulatory Authority and permit Buyer (if permitted by the Regulatory Authority) the opportunity to attend any meeting or conference calls with or participate in any inspection by a Regulatory Authority related to the Company Products, and Seller shall consider in good faith any comments or other input timely provided by Buyer with respect to any such communication or submission prior to its submission to such Regulatory Authority.

(d) From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Seller shall promptly provide Buyer true, correct and complete copies of all material information that comes into its possession relating to each of (i) the STAAR Studies, (ii) any IND for any Company Product and (iii) each of Module 1, Module 2 and Module 3 of the rolling BLA for the Company Product.

Section 7.04 Employees and Employee Benefits.

(a) Buyer shall, or shall cause one of its Affiliates to, offer to engage for services, either as an employee or independent contractor, at least 80% of the Persons set forth on Schedule 7.04(a) (each, a "**Specified Individual**"), which offers may be subject to customary screening procedures of Buyer (which may include background checks) and standard new hire or engagement agreements and other requirements used by Buyer and its Affiliates in the ordinary course.

(b) Seller and its Subsidiaries shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller and its Subsidiaries at any time on or prior to the Closing Date and, subject to applicable Law, Seller and its Subsidiaries shall pay all such amounts to all entitled persons as promptly as reasonably practicable after the Closing. Seller and its Subsidiaries shall bear any and all obligations and liability in connection with the termination of employment of any employees by Seller and its Subsidiaries, including under the WARN Act.

(c) Seller and its Subsidiaries shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date and for providing COBRA coverage for each individual who becomes an "M&A qualified beneficiary" (within the meaning of Treas. Reg. § 54.4980B-9) in connection with the transaction contemplated by this Agreement, until the expiration of such M&A qualified beneficiary's continuation rights under COBRA. Seller and its Subsidiaries also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business which relate to events occurring on or prior to the Closing Date. Seller and its Subsidiaries shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

(d) Nothing herein express or implied by this Agreement shall confer upon any Employee or Specified Individual, or legal representative of any of them, any rights or remedies, including any right to employment or other service relationship or benefits, of any nature or kind whatsoever, under or by reason of this Agreement. The covenants contained in this Section 7.04 are agreements solely between the Seller and the Buyer for each other's benefit and nothing contained in this section shall be deemed to be or construed as amending any Employee Plan or any other employee benefit plan, program or arrangement.

Section 7.05 Confidentiality. Seller shall, and shall cause its Affiliates to, hold, and shall use their best efforts to cause their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller, any of their Affiliates or their respective Representatives or (b) is lawfully acquired by Seller, any of their Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. Notwithstanding the foregoing, Seller shall be entitled to disclose (i) any information required to be disclosed by Seller to the Bankruptcy Court, the United States Trustee, parties in interest in the Chapter 11 Case, and other Persons bidding on assets of Seller, and (ii) any information required to be disclosed by Seller pursuant to any applicable Law (including the Bankruptcy Code), legal proceeding or Governmental Authority, provided that in each case, such

disclosure shall be limited to the information that is so required to be disclosed and the Person(s) to whom such disclosure is required. Notwithstanding anything herein to the contrary, unless disclosure is required by applicable Law, the confidentiality of any Trade Secrets of the Business shall be maintained for so long as such Trade Secrets continue to be entitled to protection as Trade Secrets of the Business.

Section 7.06 Consents. Subject to the requirements of Section 2.05, Section 2.06, Section 6.02 and Section 7.03, Seller and Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents and approvals contemplated by this Agreement.

Section 7.07 Books and Records. Seller (or any subsequently appointed bankruptcy estate representative, including a Chapter 7 trustee, Chapter 11 trustee, liquidating trust, liquidating trustee, a plan administrator or any other successor entity pursuant to a Chapter 11 plan confirmed by the Bankruptcy Court) and Buyer agree that each of them shall preserve and keep the books and records held by it related to the pre-Closing Business for a period commencing on the date hereof and ending at such date on which an orderly wind-down of Seller's operations has occurred in the reasonable judgment of Buyer and Seller (or any subsequently appointed bankruptcy estate representative) and shall make such books and records available to the other Party (and permit any such other party to make extracts and copies of such books and records at its own expense) as may reasonably required by such other party in connection with, among other things, any insurance claims by, legal proceedings or Tax proceedings against or governmental investigations of Seller or Buyer or in order to enable Seller or Buyer to comply with their respective obligations under this Agreement and each Ancillary Document. In the event Seller, on the one hand, or Buyer, on the other hand, wish to destroy such records, the relevant party shall first give twenty days' prior written notice to the other party and such other party shall have the right at its option and expense, upon prior written notice given within that twenty day period, to take possession of the records within thirty days after the date of such notice.

Section 7.08 Public Announcements. Neither Seller nor Buyer shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party, unless, disclosure is otherwise required by applicable Law (including federal or state securities Laws) or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided that the party intending to make such release shall use its best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof. Notwithstanding the foregoing, Seller shall be permitted (unless otherwise required under Section 6.02(e)), without the prior written consent of Buyer, to make any commercially reasonable public announcement, press release, court filing, notice, or other public communication (each, a "**Bankruptcy Disclosure**") that: (i) is required by the Bankruptcy Court, any Order of the Bankruptcy Court (including the Bidding Procedures Order), or any provision of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure; (ii) relates to the marketing of the Purchased Assets, the solicitation of Qualified Bids (as such term is defined in the Bidding Procedures), the Auction (if any) to be conducted pursuant to the Bidding Procedures Order, the Bidding Procedures, the auction timeline or schedule, the Sale Hearing, or the deadline for submitting Qualified Bids, in each case solely as contemplated by or consistent with the proposed Bidding Procedures substantially in the form of Exhibit B attached hereto and with the Bidding Procedures Order once entered by the Bankruptcy Court; or (iii) constitutes a

filing with, notice or submission to or communication directed to the Bankruptcy Court or any party in interest in the Chapter 11 Case.

Section 7.09 Further Assurances. Subject to the other provisions of this Agreement, each of Buyer and Seller shall use commercially reasonable efforts to (a) take all actions reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement, (b) provide the other Party with reasonable cooperation and take such actions as such other parties may be reasonably request in connection with the consummation of the transactions contemplated herein, and (c) cause the fulfillment at the earliest practicable date of all of the conditions to its obligations to consummate the transactions contemplated herein. If requested by Buyer, Seller will transfer to Buyer the personnel records of any Employees who accept an offer of post-Closing employment with Buyer, except for such personnel records the disclosure of which would violate applicable Law.

Section 7.10 Wrong Pockets. If following the Closing either Buyer or Seller becomes aware that any of the Purchased Assets have not been transferred to Buyer or that any of the Excluded Assets have been transferred to Buyer, it shall promptly notify the other and the Parties shall, as soon as reasonably practicable thereafter, ensure that such property is transferred, at the expense of the party that is seeking the assets to be transferred to it, to (a) Buyer, in the case of any Purchased Assets which were not transferred to Buyer at or in connection with the Closing, or (b) Seller, in the case of any Excluded Assets which were transferred to Buyer at the Closing.

Section 7.11 No Successor Liability. The Parties intend that, except where expressly prohibited under applicable Law, upon the Closing, Buyer shall not be deemed to: (i) be the successor of Seller or any of its Subsidiaries, (ii) have, de facto, or otherwise, merged with or into Seller or any of its Subsidiaries, (iii) be a mere continuation or substantial continuation of Seller or any of its Subsidiaries or the enterprise(s) of Seller or any of its Subsidiaries, or (iv) be liable for any acts or omissions of Seller or any of its Subsidiaries in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Buyer shall not be liable for any Lien (other than Assumed Liabilities and Permitted Liens) against Seller or any of its Subsidiaries or any of Seller's or any of its Subsidiaries' predecessors or Affiliates, and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of Seller or any of its Subsidiaries arising prior to, or relating to any period occurring prior to, the Closing Date. The Parties agree that the provisions substantially in the form of this section shall be reflected in the Sale Order.

Section 7.12 Transition Services Agreement. Following the date hereof, the Parties agree to negotiate the Transition Services Agreement in good faith consistent with the terms set forth on Exhibit D.

Section 7.13 Transfer Taxes. Buyer and Seller shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any Transfer Taxes due with respect to the transactions contemplated herein. Seller shall, in good faith, and with the cooperative efforts of Buyer, attempt to obtain in the Sale Order an exemption from Transfer Taxes pursuant to Section

1146(a) of the Bankruptcy Code, provided, however, inclusion of such an exemption in the Sale Order is not a condition to Closing and a failure of the Sale Order to include such an exemption shall not be a breach of this Agreement.

ARTICLE VIII
CONDITIONS TO CLOSING

Section 8.01 Conditions to Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(b) The Bankruptcy Court shall have entered the Bidding Procedures Order and the Sale Order and each of such orders shall be a Final Order providing for a sale of the Purchased Assets free and clear of any Liens and this Agreement shall become effective in accordance with the terms of such orders.

Section 8.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Seller shall have complied with the sale process deadlines set forth in the Bidding Procedures Order and any order amending such Bidding Procedures Order in accordance with this Agreement.

(b) Seller shall have delivered to Buyer all the items set forth in Section 3.02(a).

(c) The representations and warranties made by Seller in this Agreement other than the Fundamental Representations shall be true and correct (disregarding for this purpose all qualifications or exceptions in such representations and warranties relating to materiality or Seller Material Adverse Effect), in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct in all material respects only as of such other specified date), except where the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect; and the Fundamental Representations shall be true and correct in all material respects, in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct in all material respects only as of such other specified date).

(d) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(e) Reserved.

(f) There shall not have occurred any Seller Material Adverse Effect.

(g) As of immediately prior to the Closing, at least 80% of the Persons set forth on Schedule 8.02(g) continue to be employed by or acting as a consultant to Seller or any of its Subsidiaries.

(h) All Liens relating to the Purchased Assets shall have been released in full, other than Permitted Liens that will be removed or released upon the Closing by operation of the Sale Order, and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Liens.

(i) Buyer shall have received a certificate from Seller, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 8.02(c), Section 8.02(d) and Section 8.02(f) have been satisfied (the "**Seller's Closing Certificate**").

(j) Buyer shall have received a certificate of an authorized officer of Seller certifying that attached thereto are true, correct and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(k) Buyer shall have received a certificate of an authorized officer of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(l) The Bankruptcy Court shall have entered an order, which may be the Sale Order, providing for the assumption and assignment of all Assigned Contracts to which Seller and any Essential Counterparty are parties, and such order shall have become a Final Order.

Section 8.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties made by Buyer in this Agreement shall be true and correct in all respects, in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their

terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations and warranties to be true and correct would not have a Buyer Material Adverse Effect.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 8.03(a) and Section 8.03(b) have been satisfied (the "**Buyer's Closing Certificate**").

(d) Buyer shall have delivered such other documents and deliveries set forth in Section 3.02(b).

ARTICLE IX
TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by the mutual written consent of Seller and Buyer;

(b) by Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VIII and such breach, inaccuracy or failure is incapable of being cured by the End Date or if curable by the End Date, has not been cured by Seller within the earlier of (A) ten days of Seller's receipt of written notice of such breach from Buyer and (B) five Business Days prior to the End Date; or

(ii) the Closing has not occurred on or before September 15, 2026 (the "**End Date**"), unless the failure to close by such date shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by Buyer prior to the Closing;

(c) by Seller by written notice to Buyer if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VIII and such breach, inaccuracy or failure is incapable of being cured by the End Date or if curable by the End Date, has not been cured by Buyer within

the earlier of (A) ten days of Buyer's receipt of written notice of such breach from Seller and (B) five Business Days prior to the End Date; or

(ii) the Closing has not occurred on or before the End Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(d) by Buyer or Seller in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable;

(e) by Buyer, if (i) Seller or any Affiliate of Seller seeks or otherwise takes material steps in furtherance of, or does not use commercially reasonable efforts to oppose any other Person in seeking, an order of the Bankruptcy Court dismissing the Chapter 11 Case or converting it to a case under Chapter 7 of the Bankruptcy Code, (ii) Seller or any Affiliate of Seller seeks or otherwise takes material steps in furtherance of, or does not use commercially reasonable efforts to oppose any other Person in seeking, the entry of an order by the Bankruptcy Court appointing a trustee in the Chapter 11 Case or an examiner with enlarged powers relating to the operation of the Business, (iii) the Bankruptcy Court abstains from hearing the Chapter 11 Case (or any subsequent chapter 7 case), (iv) the Bankruptcy Court orders, for any reason, an order of a type identified in clauses (i) through (iii) above, or (v) the Bankruptcy Court enters an order pursuant to Section 362 of the Bankruptcy Code lifting the automatic stay with respect to any material Purchased Assets;

(f) by Buyer, if (i) following entry by the Bankruptcy Court of the Bidding Procedures Order, such order is (A) amended, modified or supplemented in any manner adverse to Buyer without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay such that the Bidding Procedures Order is not in full force and effect as of the date set forth in Section 9.01(g) below or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is (A) amended, modified or supplemented in any manner adverse to Buyer without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay such that the Sale Order is not in full force and effect as of the date set forth in Section 9.01(g) below;

(g) by Buyer, if (i) the Bankruptcy Court shall not have entered the Bidding Procedures Order on or before the earlier of seven Business Days after the Petition Date, as such date may be extended by mutual agreement of Seller and Buyer or (ii) an order of any court in any jurisdiction shall be entered relating to the Chapter 11 Case of Seller (x) staying for a period in excess of 10 days, vacating or reversing the Bidding Procedures Order or (y) materially amending, supplementing or otherwise modifying the Bidding Procedures Order in a manner that results in the Bidding Procedures Order no longer being reasonably acceptable to Buyer;

(h) by Buyer, if the Bankruptcy Court shall not have entered the Sale Order on or before the date that is 50 days after entry of the Bidding Procedures Order, or following entry thereof such order shall have been voided, reversed, vacated or made subject to a stay;

(i) by Buyer, if the Bidding Procedures Order is entered by the Bankruptcy Court and the Auction is not held on or before the date that is 42 days after entry of the Bidding Procedures Order, unless an Auction is not required to be held pursuant to the terms of the Bidding Procedures;

(j) by Buyer, if Seller withdraws or seeks authority to withdraw the Sale Motion; provided, however that this subsection shall not apply to any amendment of the Sale Motion by Seller in a manner that is not inconsistent with this Agreement;

(k) by Buyer, if Buyer is not selected as Successful Bidder or the Backup Bidder following the conclusion of the Auction;

(l) by Buyer, if Buyer is selected as the Backup Bidder, if Seller fails to provide notice to Buyer, on or before the Backup Bid Outside Date, that Seller has terminated any Competing Transaction and that Seller has elected to complete the transactions contemplated by this Agreement;

(m) automatically, upon the consummation of a Competing Transaction;

(n) by Buyer, upon the occurrence of any event of default arising out of, in respect of or in connection with any DIP Order that has not been cured (if susceptible to cure under the terms of any DIP Order) or waived by any DIP lender in accordance with the terms of any such DIP Order;

(o) by Buyer or Seller, if the Bankruptcy Court enters an order denying approval of the Sale Order and such order shall have become a Final Order; or

(p) automatically, upon the consummation of a Plan Sponsor Alternative with respect to the Acquired Assets.

Section 9.02 Backup Bidder. If an Auction is conducted, and Buyer is not the Successful Bidder, Buyer shall, if its bid is determined to be the next highest bid, serve as Backup Bidder. If Buyer is the Backup Bidder, Buyer shall be required to keep its bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction) open and irrevocable until 11:59 p.m. (prevailing Central Time) on the earlier of (i) 28 days after entry of the relevant Sale Order and (ii) the date on which the Competing Transaction closes (as such date may be extended in accordance with this Section 9.02, the "**Backup Bidder Outside Date**"); provided, however that as Backup Bidder, Buyer, may, in its sole and absolute discretion, extend the Backup Bidder Outside Date by giving written notice to Seller at least two Business Days before the Backup Bidder Outside Date (or before the end of any applicable extension thereof) of the new Backup Bidder Outside Date. Subject to the terms of the Sale Order, following the Sale Hearing and prior to the Backup Bidder Outside Date, if the Successful Bidder fails to consummate the applicable

Competing Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, Buyer as Backup Bidder will be deemed to have the new prevailing bid, and Seller will be authorized, without further order of the Bankruptcy Court, but subject to the Sale Order, to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement.

Section 9.03 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any Party except:

(a) as set forth in this ARTICLE IX and ARTICLE X hereof; and

(b) that nothing herein shall relieve any Party from liability for any breach of any provision hereof.

Section 9.04 Termination Fee.

(a) (a) If this Agreement is terminated in accordance with Section 9.01(b), Section 9.01(c)(ii), Section 9.01(d), Section 9.01(e), Section 9.01(f), Section 9.01(h), Section 9.01(j), Section 9.01(k), Section 9.01(l), Section 9.01(m), Section 9.01(n), Section 9.01(o) or Section 9.01(p), then, in any such case, Seller shall pay to Buyer by wire transfer of immediately available funds within five Business Days following such termination of this Agreement an amount equal to the reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel) incurred by Buyer in connection with or related to the authorization, preparation, investigation, negotiation, execution and performance of this Agreement, any of the ancillary agreements, the transactions contemplated hereby and thereby (including the Chapter 11 Case and other judicial and regulatory proceedings related to such transactions) and the approval by the Bankruptcy Court of the foregoing, in an amount not to exceed $500,000 in the aggregate (the "**Expense Reimbursement**"). In the event such termination is pursuant to Section 9.01(b), Section 9.01(c)(ii), Section 9.01(f)(ii), Section 9.01(h), Section 9.01(j), Section 9.01(k), Section 9.01(l), Section 9.01(m), Section 9.01(n), Section 9.01(o) or Section 9.01(p), then, in addition to the Expense Reimbursement, Seller shall pay to Buyer in cash an amount equal to four percent of the Closing Consideration (the "**Termination Fee**"). The claim of Buyer in respect of the Expense Reimbursement and the Termination Fee shall constitute a super-priority an administrative expense claim, senior to all other administrative expense claims of Seller, as administrative expenses under sections 503 and 507(b) of the Bankruptcy Code in the Chapter 11 Case. The Termination Fee shall be paid by wire transfer of immediately available funds within five Business Days following, as applicable (y) the consummation of a Competing Transaction and solely from the proceeds received by Seller at the closing of such Competing Transaction, or (z) in the event of termination pursuant to Section 9.01(p), upon the effective date of any Chapter 11 plan. If Seller fails to pay in a timely manner any amount due pursuant to either of the first two sentences of this Section 9.04(a), then (i) Seller shall reimburse Buyer for all reasonable and documented out-of-pocket costs and expenses (including disbursements and fees of counsel) incurred in the successful collection of such overdue amount, including in connection with any related Actions and (ii) Seller shall pay to Buyer interest on the

applicable amount(s) payable pursuant to the first two sentences of this Section 9.04(a) from and including the date payment of such amount was due to but excluding the date of actual payment at the prime rate set forth in *The Wall Street Journal* in effect on the date such payment was required to be made.

(b) Each of the parties to this Agreement acknowledges and agrees that the agreements contained in this Section 9.04 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the other parties would not enter into this Agreement. Each of the parties further acknowledges that the payment by Seller of the Termination Fee and Expense Reimbursement is not a penalty, but rather liquidated damages in a reasonable amount that will compensate Buyer, together with any additional damages to which Buyer may be entitled hereunder, in the circumstances in which such Termination Fee and Expense Reimbursement is payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated herein, which amount would otherwise be impossible to calculate with precision. Buyer's receipt in full of the Termination Fee and Expense Reimbursement, together with interest or collection expenses, if any, due and payable as provided herein, shall be the sole and exclusive monetary remedy of Buyer against Seller, and Seller shall have no further liability or obligation, under this Agreement or relating to or arising out of any such breach of this Agreement or failure to consummate the transactions contemplated herein. The obligation to pay the Termination Fee and Expense Reimbursement in accordance with the provisions of this Section 9.04 will (i) be binding upon and enforceable against Seller immediately upon the Bankruptcy Court's entering the Bidding Procedures Order, (ii) not be terminable or dischargeable thereafter for any reason, (iii) survive any subsequent conversion or dismissal or consolidation of the Chapter 11 Case and any plan of reorganization or liquidation in such case, and (iv) survive the subsequent termination of this Agreement by any means. The obligations to pay Buyer the Termination Fee and Expense Reimbursement, as and when required under this Agreement, are intended to be, and upon entry of the Bidding Procedures Order are, binding upon (A) Seller, (B) any successors or assigns of Seller, (C) any trustee, examiner or other representative of Seller's estate, (D) the reorganized Seller and (E) any other entity vested or revested with any right, title or interest in or to Seller, or any other Person claiming any rights in or control (direct or indirect) over Seller (each of (A) through (E), a "**Successor**") as if such Successor were the Seller hereunder. The obligation of Seller to pay Buyer the Termination Fee and Expense Reimbursement, as and when required under this Agreement, may not be discharged under Sections 1141 or 727 of the Bankruptcy Code or otherwise and may not be abandoned under Section 554 of the Bankruptcy Code or otherwise.

(c) For the avoidance of doubt, Buyer may pursue (i) a grant of specific performance prior to the termination of this Agreement to cause the Closing and performance of this Agreement and (ii) concurrently pursue the payment of the Termination Fee and Expense Reimbursement, but under no circumstances shall Buyer be permitted or entitled to receive both (A) the remedy of specific performance to cause the Closing and (B) the payment of the Termination Fee or Expense Reimbursement.

ARTICLE X
MISCELLANEOUS

Section 10.01 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing (including electronic mail ("**e-mail**") transmission (to the extent that no "bounce back" or similar message indicating non-delivery is received with respect thereto)) and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 10.01):

if to Buyer, to:

Astellas Gene Therapies, Inc.
480 Forbes Boulevard
South San Francisco, CA 94080
Attention: President

with a copy (which shall not constitute notice) to:

Astellas US LLC
2375 Waterview Drive
Northbrook, IL 60062
Attention: General Counsel

Covington & Burling LLP
30 Hudson Yards
New York, NY 10001
Attention: Jack S. Bodner
E-mail: JBodner@cov.com

and

Covington & Burling LLP
1999 Avenue of the Stars
Los Angeles, CA 90067
Attention: Abigail O'Brient
E-mail: AOBrient@cov.com

if to Seller prior to the Closing Date, to:

Sangamo Therapeutics, Inc.
501 Canal Boulevard
Richmond, CA 94804

Attention: Legal

with a copy (which shall not constitute notice) to:

Cooley LLP
55 Hudson Yards
New York, NY 10001
Attention: Cullen Speckhart
Lauren Reichardt
Lindsey O'Crump Crow
Email: cspeckhart@cooley.com
lreichardt@cooley.com
locrump@cooley.com

Section 10.02 No Survival of Representations and Warranties. The representations and warranties contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Closing Date. Each of Seller and Buyer agree that the covenants contained in this Agreement to be performed (i) prior to the Closing shall expire at the Closing and (ii) at or after the Closing will survive the Closing hereunder until the expiration of the applicable statute of limitations or for such shorter period explicitly specified therein, and each party to this Agreement will be liable to the other parties after the Closing for any breach thereof.

Section 10.03 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 10.04 Entire Agreement. This Agreement and the Ancillary Documents constitute the entire agreement between the parties with respect to the subject matter contained herein and therein and supersede all prior agreements and understandings, both oral and written, between the parties with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the Ancillary Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.05 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.06 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 10.07 Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

(b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other Party, except that Buyer may transfer or assign its respective rights and obligations under this Agreement, in whole or from time to time in part, (i) to one or more of its Affiliates at any time, or (ii) as collateral to any financing sources at any time; provided that such transfer or assignment shall not relieve Buyer of its obligations hereunder or enlarge, alter or change any obligation of any other Party or due to Buyer or Seller (including the Milestone Payment(s)); provided, further, that in no event shall Seller assign any of its rights or obligations under this Agreement unless Seller also assigns all of its rights and obligations under all Ancillary Agreements to which it is party to the same assignee.

Section 10.08 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09 Amendment and Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Closing Date if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

Section 10.10 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THE INTERNAL LAWS OF THE STATE OF DELAWARE SHALL GOVERN, WITHOUT REGARD TO THE LAWS OF ANY OTHER JURISDICTION THAT MIGHT BE APPLIED BECAUSE OF CONFLICTS OF LAWS PRINCIPLES OF THE STATE OF DELAWARE.

(b) THE PARTIES AGREE THAT, DURING THE PERIOD FROM THE DATE HEREOF UNTIL THE DATE ON WHICH THE CHAPTER 11 CASE IS CLOSED OR DISMISSED (THE "**BANKRUPTCY PERIOD**"), ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE BROUGHT EXCLUSIVELY IN THE BANKRUPTCY COURT. THE PARTIES FURTHER AGREE

THAT, FOLLOWING THE BANKRUPTCY PERIOD, ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE BROUGHT AGAINST ANY OF THE PARTIES EXCLUSIVELY IN EITHER THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR ANY STATE COURT OF THE STATE OF DELAWARE AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF SUCH COURT (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) AND, DURING THE BANKRUPTCY PERIOD, THE BANKRUPTCY COURT (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN SUCH COURTS OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE JURISDICTION OF THE BANKRUPTCY COURT, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR ANY STATE COURT OF THE STATE OF DELAWARE. WITHOUT LIMITING THE FOREGOING, EACH PARTY AGREES THAT SERVICE OF PROCESS ON SUCH PARTY IN THE MANNER AS PROVIDED IN SECTION 10.01 FOR NOTICES SHALL BE DEEMED EFFECTIVE SERVICE OF PROCESS ON SUCH PARTY.

(c) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.11 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, that money damages or other legal remedies would not be an adequate remedy for any such damage, and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (without proof of damages) in any federal court located in the State of Delaware or any Delaware state court, in addition to any other remedy to which they are entitled at law or in equity. Each party agrees that no other party or Person shall be required to obtain, furnish, post or provide any bond or other security or instrument in connection with any remedy referred to in this Section 10.11, and each party irrevocably waives any right that it may have to require the obtaining, furnishing, posting or provision of any such bond or other security or instrument. If, prior to the End Date, any party brings any action, suit or proceeding in accordance with this Section 10.11 to enforce specifically the performance of the terms and provisions hereof by any other party, the End Date shall automatically be extended by (i) the amount of time during which such action, suit or proceeding is pending, plus 20 Business Days or (ii) such other time period established by the court presiding over such action, suit or proceeding, as the case may be.

Section 10.12 Counterparts; Effectiveness. This Agreement may be signed manually or by facsimile or other electronic transmission by the parties (including in .pdf, .tiff, .jpg or similar format), in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by all of the other Parties. Until and unless each party has received a counterpart hereof signed by the other Party, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 10.13 No Recourse.

(a) Notwithstanding anything in this Agreement or in any other Ancillary Document, the Parties hereby acknowledge and agree that, except to the extent a Person is a named party to this Agreement, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no Person, including any current, former or future director, officer, employee, incorporator, member, manager, partner, investor, shareholder, agent, Representative, or Affiliate of any (collectively, the "**Non-Recourse Parties**"), shall have any liability hereunder or in connection herewith, and each Party shall have no recourse against, any Non-Recourse Party or any other Person other than the other Party in connection with any liability, claim or cause of action arising out of, or in relation to, this Agreement, any other Ancillary Document or the transactions contemplated hereby and thereby, other than in the case of fraud.

(b) Effective as of the Closing, except for any rights or obligations under this Agreement and the other Ancillary Documents, each of Seller and Buyer (each a "**Releasing Party**"), to the fullest extent permissible under the Law, mutually releases and discharges each other Releasing Party and such Releasing Parties' respective current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), assigns, subsidiaries, direct and indirect equity holders, funds, portfolio companies, management companies, current, and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, advisory board members, investment advisors, and other professionals, each in their capacity as such (collectively, in such capacity, the "**Released Parties**" and each a "**Released Party**"), from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities of every kind, nature and description whatsoever, which such Releasing Party ever had, now has or may have on or by reason of any matter, cause or thing, including any derivative claims that such Releasing Party (or someone on its behalf) would have been legally entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of a holder of any claim against a Releasing Party, based on or relating to, or in any manner arising from, in whole or in part, Seller, the purchase, sale, or rescission of Seller, the subject matter of, or the transactions or events giving rise to, any claim, Seller's in- or out-of-court restructuring efforts, intercompany transactions, the transactions contemplated hereby, entry into this Agreement, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation,

filing, or consummation of the transactions contemplated hereby, this Agreement, or any restructuring transaction, Contract, instrument, release, or other agreement or document created or entered into in connection with the transactions contemplated hereby, this Agreement, the filing of the Chapter 11 Case, the pursuit of the transactions contemplated hereby, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Closing Date related or relating to the foregoing; provided, however, that notwithstanding the foregoing, no claims of Buyer arising under or related to that certain License Agreement between Buyer and Seller dated as of December 18, 2024, as amended from time to time, shall be released or discharged pursuant to this Section 10.13.

(c) By its receipt of the Purchase Price hereunder, Seller shall have received reasonably equivalent value for the Purchased Assets sold or otherwise conveyed to the Buyer under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASTELLAS GENE THERAPIES, INC.

DocuSigned by:
By: _____
7323EBD2500843C...
Name: Erin Kimbrel
Title: Head, Cell and Gene Therapy Research

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SANGAMO THERAPEUTICS, INC.

By: _____
Name: Dr. Alexander Macrae, M.B., Ch.B., Ph.D.
Title: Chief Executive Officer

EXHIBIT C-2

Astellas Sale Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.,[1]	)	Case No. 26-10989 (___)
Debtor.	)	**Related D.I. ___**

ORDER (A) AUTHORIZING THE SALE OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (B) APPROVING ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED CONTRACTS; AND (C) GRANTING RELATED RELIEF

Upon the motion, dated June [●], 2026, of the debtor and debtor in possession Sangamo Therapeutics, Inc. ("**Debtor**") for entry of an order ("**Order**"), pursuant to sections 105(a), 363, and 365 of Title 11 of the United States Code ("**Bankruptcy Code**") and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure ("**Bankruptcy Rules**"), (a) authorizing and approving the sale of the Astellas Purchased Assets, free and clear of all liens, claims, interests, and encumbrances ("**Sale**"), in accordance with the terms and conditions contained in that certain Asset Purchase Agreement, dated as of June [●], 2026, by and between Sangamo Therapeutics, Inc. and Astellas Gene Therapies, Inc. ("**Astellas**" or "**Buyer**") (with the exhibits and schedules thereto, "**Astellas Stalking Horse APA**");[2] (b) authorizing and approving the assumption and assignment of certain executory contracts ("**Assigned Contracts**"); (c) authorizing the Debtor to take all actions necessary to consummate the transactions contemplated by the Astellas Stalking Horse APA;[3] and (d) granting related relief [D.I. ●, ●] ("**Sale Motion**"); and this Court having

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

[2] Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Sale Motion, the Bidding Procedures Order, or the Astellas Stalking Horse APA, as applicable.

[3] A copy of the Stalking Horse APA (without schedules) is attached as **Exhibit A** hereto.

entered the *Order (I)(A) Approving Bidding Procedures for Sale of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and Granting Bid Protections, (D) Approving Assumption and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing and Approving the Forms and Manner of Notice Thereof, and (II) Granting Certain Related Relief* [D.I. [●] ("**Bidding Procedures Order**" and the bidding procedures annexed thereto, "**Bidding Procedures**"); and the Debtor having determined that the Buyer submitted the highest or otherwise best bid for the Purchased Assets, in accordance with the Bidding Procedures, and the Court having held a hearing on [●], 2026 ("**Sale Hearing**") to approve the Sale; and the Court having reviewed and considered (i) the Sale Motion; (ii) the objections to the Sale Motion and Sale (if any); (iii) all other filings submitted in support of the Sale Motion, including, without limitation, [the Declaration[s] of ●, dated [●], 2026, in support of the Sale Motion]; and (iv) the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing in connection with the Sale Motion; and due notice of the Sale Motion and the form of this Order having been provided; and all objections to the Sale Motion and this Order having been withdrawn, resolved or overruled; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtor, its bankruptcy estate, creditors and all other parties in interest; and upon the record of the Sale Hearing and the Chapter 11 Case; and after due deliberation thereon; and good cause appearing therefore,

THE COURT HEREBY FINDS AS FOLLOWS:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute

conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b) and the Court may enter a final order on the Sale Motion under Article III of the United States Constitution.

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

Statutory Predicates

D. The statutory predicates for the relief requested by the Sale Motion are sections 105, 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014 and Rules 2002-1, 6004-1, 9006-1, and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware ("Local Rules").

Final Order

E. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and the prompt consummation of the Sale contemplated by the Astellas Stalking Horse APA, and expressly directs entry of judgment as set forth herein. Accordingly, there is sufficient cause to waive the stay imposed by Bankruptcy Rules 6004(h) and 6006(d) with regard to this Order and the Sale, including the assumption and assignment of Assigned Contracts.

F. As evidenced by the affidavits of service and proof of publication previously filed with the Court [D.I. ●, ●], and based upon the representations of counsel at the Sale Hearing, due, proper, timely, adequate and sufficient notice of the Sale Motion, the Sale (and related Astellas Stalking Horse APA), the Bidding Procedures Order (and related Bidding Procedures), the Auction, the Sale Hearing, the Notice of Successful Bidder [D.I. ●], and this Order, has been provided to all interested parties entitled to notice in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 9006, 9007, and 9014, and Local Rules 2002-1 and 6004-1. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the Astellas Stalking Horse APA, the Sale and/or this Order is or shall be required.

G. In accordance with the provisions of the Bidding Procedures Order, the Debtor has served a notice of its intent to assume and assign the Assigned Contracts and of the Cure Costs upon each counterparty to an Assigned Contract. The service and provision of such notice was good and sufficient and appropriate under the particular circumstances, and no other or further notice of the assumption and assignment of the Assigned Contracts and/or the Cure Costs is or shall be required. Each of the counterparties to the Assigned Contracts has had an adequate opportunity to object to the Cure Costs and to the assumption and assignment to the Buyer of the applicable Assigned Contracts, including objections related to the provision of adequate assurance of future performance and objections based on whether applicable law excuses the counterparty from accepting performance by, or rendering performance to, the Buyer (or its designee) without the consent of the counterparty for purposes of Bankruptcy Code section 365(c)(1). All objections,

responses, or requests for adequate assurance, if any, have been resolved, overruled, or denied, as applicable.

H. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion and provided in this Order was afforded to all parties in interest.

Compliance with Bidding Procedures Order

I. As demonstrated by the evidence proffered or adduced, and the representations of counsel at the Sale Hearing, the Debtor has complied in all material respects with the Bidding Procedures Order. The Debtor and its professionals have adequately and appropriately marketed the Purchased Assets in compliance with the Bidding Procedures and the Bidding Procedures Order and in accordance with the Debtor's fiduciary duties.

J. The Bidding Procedures afforded adequate notice and a full, fair, and reasonable opportunity for any party to make a higher or better offer to purchase the Purchased Assets. The Debtor conducted the sale process without collusion and in accordance with the Bidding Procedures.

K. The Buyer is the Successful Bidder, and the Astellas Stalking Horse APA is the Successful Bid for the Purchased Assets in accordance with the Bidding Procedures Order. The Astellas Stalking Horse APA constitutes the overall highest and best offer for the Purchased Assets. No other person or entity or group of persons or entities has offered to purchase the Purchased Assets, on acceptable or more favorable terms, for an amount that would give greater economic value to the Debtor than the value being provided by the Buyer pursuant to the Astellas Stalking Horse APA. The Buyer has complied in all material respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the Astellas Stalking Horse APA. The Sale and the Astellas Stalking Horse APA likewise comply with the Bidding Procedures Order and all applicable orders of the Court.

Corporate Authority

L. Upon entry of this Order, the Debtor (a) has full corporate power and authority to execute and deliver the Astellas Stalking Horse APA, and all other documents contemplated thereby (collectively, "Transaction Documents"); (b) has all of the necessary corporate power and authority necessary to authorize and approve the Astellas Stalking Horse APA and any other Transaction Documents and consummate the Sale; (c) has taken all corporate action and formalities necessary to authorize and approve the Astellas Stalking Horse APA, any other Transaction Documents, and the consummation of the Sale contemplated thereby; and (d) subject to entry of this Order, needs no consents or approvals (including any consents or approvals from any non-debtor parties) to consummate the Sale.

Business Judgment; Best Interests

M. The Astellas Stalking Horse APA, including the form and the total consideration to be realized by the Debtor thereunder, (a) constitutes the highest or otherwise best offer received by the Debtor for the Purchased Assets identified in the Astellas Stalking Horse APA; (b) is fair and reasonable; and (c) is in the best interests of the Debtor, its bankruptcy estate, its creditors and all other parties in interest.

N. The Debtor has demonstrated good, sufficient, and sound business reasons and justifications for entry into, and compelling circumstances to promptly consummate, the Sale and the other transactions contemplated by the Transaction Documents. Entry into the Transaction Documents, and the consummation of the transactions contemplated thereby, including the Sale, and the assumption and assignment of the Assigned Contracts, constitutes a reasonable exercise of the Debtor's sound business judgment and such acts are in the best interests of the Debtor, its bankruptcy estate, and all parties in interest. Such business reasons include, but are not limited to, the following: (a) the Astellas Stalking Horse APA constitutes the highest or best offer for the

Purchased Assets; (b) the Sale presents the best opportunity with respect to the Purchased Assets to maximize the value of the Debtor's bankruptcy estate, is beneficial to the Debtor's bankruptcy estate and is in the best interests of the Debtor and its stakeholders; (c) the terms and conditions of the Astellas Stalking Horse APA are fair and reasonable; and (d) unless the Sale and all of the other transactions contemplated by the Transaction Documents are concluded expeditiously as provided in the Sale Motion, recoveries to creditors will be diminished.

Good Faith of Buyer

O. The Transaction Documents were negotiated, proposed and entered into by the Debtor and the Buyer without collusion, in good faith, and are the product of an arm's-length negotiation. None of the Debtor, the Buyer, any other party in interest, or any of their respective representatives has engaged in any conduct that would cause or permit the Transaction Documents, or the consummation of the Sale, to be avoidable or avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any person or entity in connection therewith. Specifically, the Buyer has not acted in a collusive manner with any person or entity, and the Purchase Price was not controlled by any agreement among bidders. Neither the Buyer nor any of its affiliates, officers, directors, managers, shareholders, members or any of their respective successors or assigns is an "insider" of the Debtor as such term is defined under section 101(31) of the Bankruptcy Code.

P. The Buyer is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code and any other applicable or similar bankruptcy and non-bankruptcy law. The Buyer has acted in good faith and in compliance with the terms of the Bidding Procedures Order and the Bidding Procedures in all respects. Specifically: (a) the Buyer recognized that the Debtor was free to deal with any other party

interested in purchasing the Purchased Assets; (b) the Buyer complied in all respects with the provisions of the Bidding Procedures Order; (c) the Buyer agreed to subject its bid to the competitive Bidding Procedures and related Auction process set forth in the Bidding Procedures Order; (d) all payments to be made by the Buyer pursuant to the Astellas Stalking Horse APA have been disclosed; (e) no common identity of directors, officers or controlling stockholders exists among the Buyer and the Debtor; (f) the negotiation and execution of the Transaction Documents were at arm's-length and in good faith, and at all times each of the Buyer and the Debtor were represented by competent counsel of their choosing; (g) the Buyer did not in any way induce or cause the filing of the Chapter 11 Case; and (h) the Buyer has not acted in a collusive manner with any person or entity. The Buyer is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Astellas Stalking Horse APA in accordance with the terms thereof and as set forth in this Order.

No Fraudulent Transfer

Q. The consideration provided by the Buyer for the sale of the Purchased Assets pursuant to the Astellas Stalking Horse APA was negotiated at arm's length, in good faith and without collusion or fraud, and constitutes reasonably equivalent value and fair consideration under the Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, the Bankruptcy Code, and any other applicable laws and may not be avoided under the Bankruptcy Code or under any other laws of the United States and any state, territory, or possession thereof, including the District of Columbia, or any other applicable laws. The Transaction Documents were not entered into for the purpose of hindering, delaying, or defrauding creditors of the Debtor, and neither the Debtor nor the Buyer entered into the Transaction Documents fraudulently or otherwise improperly for the purposes of statutory and common law fraudulent conveyance and fraudulent transfer claims under the Bankruptcy Code,

the laws of the United States and any state, territory, or possession thereof, including the District of Columbia, or any other applicable laws. The Astellas Stalking Horse APA represents a fair and reasonable offer to purchase the Debtor's assets under the circumstances of this Chapter 11 Case. No person or entity or group of persons or entities has validly offered to acquire the Purchased Assets for an amount that would provide greater value to the Debtor's bankruptcy estate than the Buyer.

Free and Clear Transfers

R. The transfers of the Purchased Assets to the Buyer will be legal, valid, and effective transfers of the Purchased Assets, and will vest the Buyer with all right, title, and interest of the Debtor to and in the Purchased Assets free and clear of all claims (including, without limitation, "claims" as defined in section 101(5) of the Bankruptcy Code), liens (including, without limitation, any statutory liens on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code and the Astellas Stalking Horse APA), liabilities, interests, rights, obligations, and encumbrances of any kind or nature whatsoever against the Debtor or the Purchased Assets (other than the Assumed Liabilities or the Permitted Liens, other than such Permitted Liens as will be removed or released upon the Closing by operation of this Order), including, without limitation, the following: rights, suits, demands, guaranties, licenses and sublicenses (including, without limitation, any rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute), restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income, or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, options, option rights or claims, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, offsets, rights of setoff (except to the extent validly exercised

prepetition), rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims, labor rights and claims, employment rights and claims, pension rights and claims, employee benefits rights and claims, wage claims, tax claims (including, without limitation, claims for taxes of or against the Debtor or its assets), assessments, assertions of regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, contractual or other commitment rights and claims, the costs and expenses of the administration of the Debtor's bankruptcy estate, all other matters of any kind and nature, any derivative, vicarious, transferee or successor liability claims, and any other rights, claims or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the commencement of this Chapter 11 Case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, legal or equitable, secured or unsecured, senior or subordinated, and whether imposed by agreement, understanding, law, equity or otherwise, arising under or out of, in connection with, or in any way related to the Debtor (or its predecessors), the Debtor's interests in the Purchased Assets, the operation of the Debtor's business before the Closing Date, or the transfer of the Debtor's interests in the Purchased Assets to Buyer, and of all Excluded Liabilities (collectively, and excluding any Assumed Liabilities or Permitted Liens, "Interests").

S. For any party asserting an Interest, one or more of the standards set forth in section

363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Holders of an Interest in the Purchased Assets: (a) have, subject to the terms and conditions of this Order or the Bidding Procedures Order, consented to the Sale or are deemed to have consented; (b) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or (c) otherwise fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. Those holders of Interests with actual or constructive notice that did not object or withdrew objections to the Sale and entry of this Order are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. The Interests of all holders of liens on the Purchased Assets are adequately protected, thereby satisfying section 363(e) of the Bankruptcy Code; provided that such liens, including any liens relating to any DIP Order, shall attach solely to the proceeds of the Sale in the order of their priority, and with the same validity, extent, nature, perfection, force and effect that they have against such Purchased Assets immediately prior to consummation of the Sale.

T. The inability to transfer the Purchased Assets free and clear of all Interests would adversely impact the Debtor's efforts to maximize the value of its bankruptcy estate with respect to the Purchased Assets, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Interests would be of substantially less benefit to the Debtor's bankruptcy estate. The prohibition set forth in this Order against creditors and third parties pursuing Interests in or with respect to the Purchased Assets is necessary to induce the Buyer to close on the Sale, and the issuance of such relief is therefore necessary to avoid irreparable injury to the Debtor's bankruptcy estate and will benefit the Debtor's creditors.

No Successor Liability

U. The Buyer is not, and will not be, a continuation of the Debtor, its bankruptcy estate or any of the Debtor's subsidiaries by virtue of the Sale and/or the Buyer's continued ownership

and operation of the Purchased Assets following consummation of the Sale. The Buyer is not holding itself out to the public as a continuation of the Debtor, its bankruptcy estate or any of the Debtor's subsidiaries or the enterprise(s) of the Debtor or any of its subsidiaries. The Sale does not amount to a consolidation, merger, or de facto merger of the Buyer and the Debtor or any of its subsidiaries. The Buyer is not a successor to the Debtor, its bankruptcy estate or any of the Debtor's subsidiaries by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or de facto merger of the Buyer and the Debtor, its bankruptcy estate or any of the Debtor's subsidiaries.

V. The Buyer has given substantial consideration under the Astellas Stalking Horse APA, which consideration shall constitute valid and valuable consideration for the releases of any potential claims of successor liability against the Buyer and which shall be deemed to have been given in favor of the Buyer by all holders of Interests in or against the Debtor, or the Purchased Assets.

W. The Buyer would not have entered into the Astellas Stalking Horse APA and the other Transaction Documents and would not consummate the Sale contemplated thereby, including the assumption and assignment of the Assigned Contracts, if (a) the transfer of the Purchased Assets were not free and clear of all Interests, including, without limitation, rights or claims based on any successor or transferee liability of any kind or nature whatsoever (except as expressly set forth in the Astellas Stalking Horse APA or this Order with respect to Assumed Liabilities or Permitted Liens), and (b) the Buyer would, or in the future could, be liable for any such Interest. The Buyer will not consummate the transactions contemplated by the Astellas Stalking Horse APA and the other Transaction Documents, including the Sale and the assumption and assignment of the Assigned Contracts, unless this Court expressly orders that neither the Buyer

nor its affiliates, present or contemplated members or shareholders, or the Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Interest.

X. The Buyer would not have entered into the Astellas Stalking Horse APA and would not acquire the Purchased Assets but for the protections against potential claims based upon successor liability, transferee or vicarious liability, de facto merger, or theories of similar effect that are set forth in this Order.

Y. Except as set forth in the Astellas Stalking Horse APA and this Order, the (a) transfer of the Purchased Assets to the Buyer and (b) assignment to the Buyer of the Assigned Contracts will not subject the Buyer to any liability whatsoever, including, without limitation, with respect to the operation of the Debtor's business or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity including any laws affecting antitrust, successor, transferee or vicarious liability.

Validity of Transfers

Z. The Purchased Assets constitute property of the Debtor's bankruptcy estate and good title to the Purchased Assets is vested in the Debtor's bankruptcy estate within the meaning of section 541(a) of the Bankruptcy Code. The Debtor is the sole and lawful owner of the Purchased Assets, and no other person or party has any ownership right, title or interest therein.

AA. The consummation of the transactions contemplated by the Astellas Stalking Horse APA, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(a), 363(b), 363(f), 363(m), 365(b) and

365(f) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Astellas Stalking Horse APA.

BB. The Astellas Stalking Horse APA has been duly and validly executed and delivered by the Debtor, and, subject to the terms of the Astellas Stalking Horse APA, shall constitute valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with its terms. The Astellas Stalking Horse APA, the Sale, and the consummation thereof shall be specifically enforceable against and binding (without posting any bond) upon the Debtor and any chapter 7 or chapter 11 trustee appointed in this Chapter 11 Case, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

Assumption and Assignment of Assigned Contracts

CC. The assumption and assignment of the Assigned Contracts pursuant to the Contract Assumption/Rejection Notice, the terms of this Order and the Astellas Stalking Horse APA is integral to the Sale contemplated by the Astellas Stalking Horse APA, enhances the value of the Debtor's estate, does not constitute unfair discrimination and is in the best interests of the Debtor, its bankruptcy estate and creditors, and all other parties in interest, and represents a reasonable exercise of the Debtor's sound and prudent business judgment.

DD. To the extent applicable, and upon payment of the applicable Cure Costs (if any), the Debtor and the Buyer have (a) cured, or have provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code; and (b) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The Buyer has provided adequate

assurance of future performance of and under the Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

EE. Any party who asserts that its consent to assignment of any Assigned Contracts is required pursuant to section 365(c) of the Bankruptcy Code as a condition to the effectiveness of the assignment and failed to timely file an objection to assumption and assignment of its Assigned Contract is deemed to have consented to the assignment of its Assigned Contract.

FF. With respect to all Assigned Contracts, the Debtor is entitled to the protections of section 365(k) of the Bankruptcy Code as of the Closing Date.

Compelling Circumstances for Immediate Sale

GG. To maximize the value of the Purchased Assets, it is essential that the transactions contemplated by the Astellas Stalking Horse APA, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts, occur within the time period set forth in the Astellas Stalking Horse APA. Time is of the essence in consummating the transactions contemplated by the Astellas Stalking Horse APA, including the Sale, and the assumption and assignment of the applicable Assigned Contracts. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

HH. The Debtor has demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the transactions contemplated by the Astellas Stalking Horse APA, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts prior to, and outside of, a chapter 11 plan because, among other things, the Debtor's bankruptcy estate will suffer irreparable harm if the relief requested in the Sale Motion is not granted on an expedited basis. The Sale does not (a) impermissibly restructure the rights of the Debtor's creditors or equity interest holders;

(b) impair or circumvent voting rights with respect to any future plan proposed by the Debtor; (c) impermissibly dictate a plan of reorganization or liquidation for the Debtor; or (d) classify claims or equity interests, compromise controversies, or extend debt maturities. The Sale, therefore, does not constitute an impermissible *sub rosa* chapter 11 plan or an element of such plan for the Debtor.

Legal and Factual Bases Establish Cause

II. The legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

Approval of the Sale of the Purchased Assets

1. The Sale Motion is granted, as provided herein, and entry into and performance under, and in respect of, the Astellas Stalking Horse APA attached hereto in substantially final form as **Exhibit "A"**, and the consummation of the transactions contemplated thereby, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts are authorized and approved. The Debtor is authorized to enter into the Sale, the Astellas Stalking Horse APA, the Transaction Documents, and the transactions contemplated by the Transaction Documents, in each case as set forth in this Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

3. Objections to the Sale Motion, if any, or the relief requested therein, the Transaction Documents, the Sale, the entry of this Order, or the relief granted herein that have not been withdrawn are denied and overruled on the merits with prejudice. All withdrawn objections are deemed withdrawn with prejudice. Those parties who did not object to the Sale Motion or the entry

of this Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to sections 363(f)(2) and 365(c) of the Bankruptcy Code.

4. The Astellas Stalking Horse APA and the transactions contemplated thereby, including, without limitation, the Sale and the assumption and assignment of Assigned Contracts, and the terms and conditions thereof, are approved. The failure to specifically include any provision of the Astellas Stalking Horse APA in this Order shall not diminish or impair the effectiveness of such provision. The Debtor is hereby authorized to enter into and consummate the Astellas Stalking Horse APA and any other Transaction Documents.

5. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtor (and its officers, employees and agents) is hereby authorized to take any and all actions necessary, appropriate or reasonably requested by the Buyer to (a) perform, consummate, implement, close and take any action contemplated by the Astellas Stalking Horse APA and the Sale, including, without limitation, the sale to the Buyer of the Purchased Assets, in accordance with the terms and conditions set forth in the Astellas Stalking Horse APA and this Order; (b) transfer and assign all rights, titles and interests (including common law rights) to the Purchased Assets to Buyer in accordance with and subject to the terms and conditions of the Transaction Documents; and (c) issue, execute, deliver, file and record, as appropriate, the Transaction Documents and such other contracts, instruments, releases, deeds, bills of sale, assignments, or other agreements, and to perform such other acts as are consistent with, and necessary or appropriate to, implement, effectuate and consummate the Astellas Stalking Horse APA, the other Transaction Documents and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court. Without limiting the generality of the foregoing, this Order

shall constitute all approvals and consents required by this Court with respect to the implementation and consummation of the Astellas Stalking Horse APA, the other Transaction Documents (including the Transition Service Agreement) and this Order and the transactions contemplated thereby and hereby. The transfer of the Purchased Assets to the Buyer pursuant to the Transaction Documents does not require any consents other than those specifically provided for in the Astellas Stalking Horse APA or as provided for herein.

6. The Debtor is further authorized to pay, without further order of this Court, whether before, at, or after the Closing Date, any reasonable expenses or costs that are required to be paid to consummate the Sale and perform its obligations under the Astellas Stalking Horse APA.

Transfer of the Purchased Assets Free and Clear

7. Pursuant to section 363(b) and (f) of the Bankruptcy Code, the sale of the Purchased Assets to the Buyer free and clear of all Interests is approved in all respects, with all such Interests attaching to the proceeds of the Sale in accordance with the terms of this Order and any DIP Order. At Closing, pursuant to the Astellas Stalking Horse APA, all of the Debtor's right, title, and interest in and to, and possession of the Purchased Assets shall be immediately vested in Buyer pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code free and clear of any and all Interests. Such transfer shall constitute a legal, valid, binding and effective transfer of, and shall vest Buyer with good and marketable title to, the Purchased Assets.

8. The Sale authorized herein shall be of full force and effect, regardless of the Debtor's lack or purported lack of good standing in any jurisdiction in which the Debtor is formed or authorized to transact business. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the Sale and the other provisions of this Order; provided, however, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

9. Upon entry of this Order, all persons and/or entities that currently, or on the date the Sale closes may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets directly to the Buyer or its designee(s) on the Closing Date or at such time thereafter as the Buyer may request.

10. Subject to the terms, conditions, and provisions of this Order, all persons and entities are hereby forever prohibited, enjoined and barred from taking any action that would adversely affect or interfere, or that would be inconsistent (a) with the ability of the Debtor to sell and transfer the Purchased Assets to the Buyer free and clear of all Interests in accordance with the terms of the Transaction Documents and this Order; and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Transaction Documents and this Order.

11. The provisions of this Order, including those authorizing and approving the transfer of the Purchased Assets, including the assumption and assignment of Assigned Contracts, to Buyer free and clear of all Interests, shall be self-executing, and neither the Debtor nor the Buyer shall be required to (but may) execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, or implement the provisions of this Order except to the extent provided in the Astellas Stalking Horse APA.

12. On or after the Closing Date, the Buyer may, but shall not be required to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other jurisdiction in which the Debtor is incorporated or have or had real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and, to the extent permitted by applicable law, such filing or recording may be accepted and shall be sufficient to release, discharge, and terminate any Interests held by any person or entity against or in the

Purchased Assets, as of the Closing Date. On the Closing Date, this Order will be construed, and constitute for any and all purposes, a full and complete general assignment, conveyance and transfer of the Purchased Assets, including, upon payment of the applicable Cure Costs (if any), the Assigned Contracts, or a bill of sale transferring good and marketable title in such assets to the Buyer. Each and every federal, state, and county governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale and any other transactions contemplated by the Astellas Stalking Horse APA.

13. If any person or entity has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests against or in the Purchased Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Interests which the person or entity has with respect to the Purchased Assets, then with regard to the Purchased Assets that are purchased by the Buyer pursuant to the Sale and this Order, (a) the Debtor or its designee is hereby authorized to execute and file such statements, instruments, or releases on behalf of the person or entity with respect to the Purchased Assets; and (b) the Buyer or its designee is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded shall constitute conclusive evidence of the release of Interests against or in the Purchased Assets.

14. On the Closing Date, (a) each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Interests in or against the Purchased Assets, if any, as such Interests may have been recorded or otherwise exist; and (b) the Debtor and the Buyer are authorized and directed to take such actions as may be necessary to obtain a release of any and all Interests in, on or against the Purchased

Assets, if any, and to the extent contemplated hereby and by the Astellas Stalking Horse APA.

15. To the extent provided by section 525 of the Bankruptcy Code, no federal, state, or county governmental unit may deny, revoke, suspend, or refuse to renew any permit, license or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of the Chapter 11 Case or the consummation of the transactions contemplated by the Astellas Stalking Horse APA and the other Transaction Documents, including the Sale and the assumption and assignment of the Assigned Contracts. Each and every federal, state, and county governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Astellas Stalking Horse APA and the other Transaction Documents, including the Sale and the assumption and assignment of the Assigned Contracts.

16. To the maximum extent permitted by applicable law, and in accordance with the Transaction Documents, the Buyer (or its designee) shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the "Licenses") of the Debtor with respect to the Purchased Assets. To the extent the Buyer (or its designee) cannot operate under any Licenses in accordance with the previous sentence, such Licenses shall remain in effect, to the maximum extent permitted by applicable law (including the Bankruptcy Code), while the Buyer (or its designee), with commercially reasonable assistance from the Debtor to the extent provided in the Astellas Stalking Horse APA or the other Transaction Documents, work promptly and diligently to apply for and secure all necessary government or other approvals for new issuance of Licenses to the Buyer (or its designee). The Debtor shall maintain the Licenses in good standing to the fullest extent allowed by applicable law (including the Bankruptcy Code) for the Buyer's benefit, to the extent provided in the Transaction

Documents, until equivalent new Licenses are issued to the Buyer (or its designee).

17. The Sale shall not be avoided or rejected, and costs or damages shall not be imposed or awarded against the Buyer, under section 363(n) or any other provision of the Bankruptcy Code or applicable state law.

No Fraudulent Transfer Liability

18. The consideration provided by the Buyer for the Purchased Assets under the Astellas Stalking Horse APA is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, the Bankruptcy Code, and any other applicable laws and may not be avoided under the Bankruptcy Code or under any other laws of the United States and any state, territory, or possession thereof, including the District of Columbia, or any other applicable laws.

No Successor Liability

19. The Buyer is not, by virtue of the Sale and/or the Buyer's ownership and operation of the Purchased Assets following the Closing Date, a "successor" to the Debtor or its bankruptcy estate by reason of any theory of law or equity, and the Buyer shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtor and/or its bankruptcy estate, other than the Assumed Liabilities or Permitted Liens solely to the extent set forth in the Astellas Stalking Horse APA, including but not limited to, under any doctrine of successor liability or similar theory of liability. Except to the extent the Buyer assumes the Assumed Liabilities and Assigned Contracts pursuant to the Astellas Stalking Horse APA, neither the purchase of the Purchased Assets by the Buyer nor the fact that the Buyer is using any of the Purchased Assets previously operated by the Debtor will cause the Buyer to be deemed to (a) be

successor to the Debtor; (b) have, de facto or otherwise, merged with or into the Debtor, or (c) be a mere continuation, alter ego or substantial continuation of the Debtor, including, without limitation, within the meaning of any foreign, federal, state or county debt collection practices, insurance, revenue, pension, ERISA, tax, labor, employment (including the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**"), the WARN Act (29 U.S.C. §§ 2101 *et seq.*) ("**WARN**"), the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), and the National Labor Relations Act, 29 U.S.C. § 151, *et seq.*), environmental, or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine.

20. Except to the extent the Buyer has specifically agreed in the Astellas Stalking Horse APA or as otherwise set forth in this Order, the Buyer shall not have any liability, responsibility or obligation for any claims, liabilities or other obligations of the Debtor or its bankruptcy estate, including any (a) claims or liabilities related to the Purchased Assets that relate to the period prior to the Closing Date; or (b) any claims against and liabilities of the Debtor or any of its predecessors, insiders or affiliates or their respective current or former directors, officers, employees or agents.

21. By virtue of the Buyer's purchase of the Purchased Assets, neither the Buyer nor any of its affiliates shall have any liability whatsoever with respect to the Debtor's (or its predecessors', insiders' or affiliates' or their respective current or former directors,' officers', employees' or agents') respective businesses or operations or any of the Debtor's (or its predecessors', insiders' or affiliates' or their respective current or former directors', officers', employees' or agents') obligations based, in whole or part, directly or indirectly, on any theory of

successor, transferee or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, de facto merger or substantial continuity, discrimination, labor and employment, any law applicable to debt collection practices, insurance law or products liability law, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes (other than as provided in the Astellas Stalking Horse APA) arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing Date. Under no circumstances shall the Buyer be deemed a successor of or to the Debtor for any Interests against, in or to the Debtor or the Purchased Assets.

22. None of the Buyer or its affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by any of the Debtor or its bankruptcy estate, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution or delivery of the Astellas Stalking Horse APA or the other Transaction Documents or the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in the Astellas Stalking Horse APA and this Order.

23. Except as otherwise expressly provided in the Astellas Stalking Horse APA or this Order, all persons and entities, including, without limitation, the Debtor, the Debtor's bankruptcy estate, all lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, debt holders, equity security holders, governmental tax and regulatory authorities, and any other creditors (or agent of any of the foregoing) who may or do hold Claims (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or subordinated) against the Debtor or the Purchased Assets, arising under

or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the operation or ownership of the Purchased Assets by the Debtor prior to the Closing Date pursuant to the Astellas Stalking Horse APA, or the Sale, are hereby prohibited, forever barred, estopped, and permanently enjoined from asserting or pursuing such Claims against Buyer, its affiliates, successors, assigns, its property or the Purchased Assets, including, without limitation, taking any of the following actions with respect to any Claims: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Buyer, its affiliates, successors, assigns, assets (including the Purchased Assets), and/or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer, its affiliates, successors, assigns, assets (including the Purchased Assets), and/or properties; (c) creating, perfecting, or enforcing any Claim against the Buyer, its affiliates, any of its successors, assigns, assets (including the Purchased Assets), and/or properties; (d) asserting a Claim as a setoff, right of subrogation, or recoupment of any kind against any obligation due against the Buyer, its affiliates or any of its successors or assigns; or (e) commencing or continuing any action against the Buyer, its affiliates, any of its successors, assigns, assets (including the Purchased Assets), and/or properties in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Astellas Stalking Horse APA, or the agreements or actions contemplated or taken in respect thereof, including the Debtor's ability to transfer the Purchased Assets to the Buyer in accordance with the terms of this Order and the Astellas Stalking Horse APA. Following the Closing, no holder of any such Interest shall assert or pursue against Buyer or its affiliates, successors or assigns any such Interest, or interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to any such Interest, or based on any action or omission by the Debtor, including

any action or omission of the Debtor in the Chapter 11 Case.

Good Faith

24. The transactions contemplated by the Transaction Documents are undertaken by the Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided by this Order to consummate the transactions contemplated by the Astellas Stalking Horse APA and the other Transaction Documents, including the Sale and the assumption and assignment of the Assigned Contracts shall not alter, affect, limit, or otherwise impair the validity of the sale of the Purchased Assets to the Buyer, including the assumption and assignment of the Assigned Contracts. The Buyer is a good faith purchaser of the Purchased Assets within the meaning of section 363(m) of the Bankruptcy Code and, as such is entitled to, and is hereby granted, the full rights, benefits, privileges and protections of section 363(m) of the Bankruptcy Code. The Debtor and the Buyer shall be acting in good faith if they proceed to consummate the Sale in accordance with the Astellas Stalking Horse APA, the other Transaction Documents, and the terms set forth herein.

25. As a good faith purchaser of the Purchased Assets, the Buyer has not entered into an agreement with any other potential bidders, and has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Purchased Assets, and, therefore, neither the Debtor nor any successor in interest to the Debtor's estate shall be entitled to bring an action against the Buyer, and the Sale may not be avoided pursuant to section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) in respect of the Astellas Stalking Horse APA, the other Transaction Documents or the Sale.

Assumption and Assignment of Assigned Contracts

26. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to

and conditioned upon the Closing Date, and payment of the applicable Cure Costs (if any), the Debtor's assumption and assignment to the Buyer, and the Buyer's assumption on the terms set forth in the Astellas Stalking Horse APA, of the Assigned Contracts is hereby approved. To the extent applicable in accordance with the Astellas Stalking Horse APA, the Debtor is hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Buyer, effective upon the Closing Date, the Assigned Contracts free and clear of all Interests of any kind or nature whatsoever (and in accordance therewith to pay the Cure Costs, if any, associated with the Assigned Contracts); and (b) execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Buyer.

27. The Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Buyer in accordance with its terms, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that purport to prohibit, restrict, or condition such assignment or transfer. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liabilities or obligations with respect to the Assigned Contracts after such assignment to, and assumption by, the Buyer, except as provided in the Astellas Stalking Horse APA.

28. To the extent applicable, and upon payment of the applicable Cure Costs (if any), all counterparties to the Assigned Contracts have either expressly consented to assumption and assignment of their contracts prior to the Closing Date or shall be deemed to have consented to such assumption and assignment under section 365(c)(1)(B) of the Bankruptcy Code and any other applicable law, and the Buyer, to the extent applicable, shall enjoy all of the Debtor's rights, benefits, and privileges under each such Assigned Contract as of the applicable date of assumption

and assignment.

29. Upon payment of the applicable Cure Costs (if any) and the Debtor's assumption and assignment of the Assigned Contracts under the provisions of this Order, no default shall exist under any Assigned Contract and no counterparty to any such Assigned Contract shall be permitted to declare or enforce, or otherwise take action against the Buyer based on, a default by the Debtor that relates to the period prior to the effective date of such assumption and assignment, including the failure to perform any obligations under the relevant Assigned Contract, or that relates to any of the Debtor's financial condition, any change in control, or the Chapter 11 Case. Any provision in an Assigned Contract that prohibits or conditions the assignment of such Assigned Contract (including the granting of a lien thereon) or allows the counterparty thereto to terminate, recapture, impose any penalty, declare a default, condition on renewal or extension, or modify any term or condition upon such assignment or change of control, constitutes an unenforceable anti-assignment provision that is void and of no force and effect only in connection with the assumption and assignment of such Assigned Contract to the Buyer. The failure of the Debtor or the Buyer to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtor's and the Buyer's rights to enforce every term and condition of the Assigned Contract. Nothing in this Order, the Sale Motion, or in any notice or any other document is or shall be deemed an admission by the Debtor or Buyer that any Assigned Contract is an executory contract under section 365 of the Bankruptcy Code or, subject to the terms of the Astellas Stalking Horse APA, must be assumed and assigned pursuant to the Astellas Stalking Horse APA or in order to consummate the Sale.

30. All Cure Costs (if any), defaults or other obligations of the Debtor under the Assigned Contracts arising or accruing prior to the Closing Date (without giving effect to any

acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be paid by the Debtor on or prior to the Closing Date or as soon thereafter as reasonably practicable, and the Buyer shall have no liability for any defaults, claims or liabilities arising or accruing prior to the Closing Date. The Cure Costs (if any) for the Assigned Contracts listed on the Contract Assumption/Rejection Notice or Additional Contract Assumption/Rejection Notice (i) to which no timely objection was submitted, (ii) which have been revised or modified as agreed between the Debtor and the non-debtor counterparty, or (iii) to which a timely objection was submitted and was resolved consensually between the Debtor and the non-debtor counterparty or resolved by the Bankruptcy Court, are hereby fixed at the amounts set forth in the relevant Contract Assumption/Rejection Notice or order of this Court, and the contract counterparties to such Assigned Contracts are forever bound by such Cure Costs; *provided* that any defaults that arise between the filing of the initial Contract Assumption/Rejection Notice or any additional Contract Assumption/Rejection Notice, as applicable, and the date the Sale closes must be paid as a cure for the applicable contract to be assumed and assigned, and all rights of the Debtor and the counterparties are reserved with respect to any defaults occurring within that time period.

31. Upon payment of the Cure Costs (if any), each non-debtor counterparty to an Assigned Contract hereby is forever barred, estopped, and permanently enjoined from raising or asserting against the Debtor, the Buyer, or the property of such parties, any assignment fee, default, breach or claim of pecuniary loss, penalty, or condition to assignment, arising under or related to the Assigned Contracts, existing as of the date that such contracts are assumed, or arising by reason of the consummation of transactions contemplated by the Astellas Stalking Horse APA or the other Transaction Documents, including the Sale and the assumption and assignment of the Assigned Contracts.

32. To the extent a non-debtor counterparty to an Assigned Contract failed to timely object, either formally or informally, to the Cure Costs, such Cure Costs shall be deemed to be finally determined and any such non-debtor counterparty shall be prohibited from challenging, objecting to or denying the validity and finality of the Cure Costs at any time, and any such Cure Costs, when paid, shall completely revive any Assigned Contract to which it relates. If any non-debtor counterparty to an Assigned Contract and the Debtor have consensually resolved the applicable Cure Costs, that consensual resolution shall govern the determination of the Cure Costs, even in the absence of the non-debtor counterparty's filing of a formal objection.

33. Upon payment of the applicable Cure Costs (if any), the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code are hereby deemed satisfied with respect to the Assigned Contracts based on the Buyer's evidence of its financial condition and wherewithal and without any further action by the Buyer, including, but not limited to, any other or further deposit. Pursuant to section 365(f) of the Bankruptcy Code, the Buyer has provided adequate assurance of future performance of the obligations under the Assigned Contracts.

34. Notwithstanding anything herein to the contrary and subject to the Astellas Stalking Horse APA, the Debtor is authorized and directed to, in accordance with the Astellas Stalking Horse APA and at the direction of the Buyer, (i) at any time that is at least two (2) days prior to the Closing Date, remove a contract from Schedule 2.01(c) of the Disclosure Schedules to the Astellas Stalking Horse APA (which is the schedule of Assigned Contracts) or (b) at any time that is at least two (2) days prior to the effective date of any chapter 11 plan in respect of the Debtor (provided, that any relevant counterparties are provided with at least seven (7) days' notice, unless such counterparty agrees otherwise), add Previously Omitted Contracts (as defined below) to the schedule of Assigned Contracts). The Debtor shall file a final list of Assigned Contracts following

the Closing. Except as otherwise provided in the Astellas Stalking Horse APA, in the event of an objection by a non-debtor counterparty, other than those counterparties who already received the Contract Assumption/Rejection Notice and did not object thereto, to (i) the proposed Cure Costs (if any) asserted by the Debtor, (ii) the adequate assurance of future performance to be provided by the Buyer, or (iii) any other aspect of the proposed assumption and assignment of such Assigned Contract has not been resolved prior to Closing, the Buyer may elect to treat such contract as a "Designated Contract", and proceed to Closing without the assignment of such Designated Contract, and determine within seven (7) Business Days after resolution of such objection whether to treat such Designated Contract as an Assigned Contract or an Excluded Contract. If Buyer elects to treat such Designated Contract as an Assigned Contract, the Debtor shall (i) promptly assume and assign such contract to Buyer in accordance with Section 365 of the Bankruptcy Code and (ii) pay all Cure Costs required to effectuate such assumption and assignment.

35. If prior to or following Closing, it is discovered that a contract should have been listed in Section 4.07 in the Disclosure Schedules to the Astellas Stalking Horse APA but was not so listed (any such Contract, a "**Previously Omitted Contract**"), the Debtor shall, promptly following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and provide Buyer with a copy of such Previously Omitted Contract and the Cure Costs (if any) in respect thereof. Buyer shall thereafter deliver written notice to the Debtor, designating such Previously Omitted Contract as "Assigned" or "Excluded" (a "**Previously Omitted Contract Designation**"). If Buyer designates a Previously Omitted Contract to be an Assigned Contract, the Debtor shall (a) amend Schedule 2.01(c) of the Disclosure Schedules to include such Previously Omitted Contract; (b) file and serve a notice (the "**Previously Omitted Contract Notice**") on the counterparties to such

Previously Omitted Contract notifying such counterparties of Debtor's intention to assign and Buyer's intention to assume such Previously Omitted Contract, other than those counterparties who already received the Contract Assumption/Rejection Notice with respect to such Previously Omitted Contract and did not object thereto, notifying such counterparty of the Debtor's intention to assume and assign to Buyer such Previously Omitted Contract and include the proposed Cure Costs (if any); and (c) use commercially reasonable efforts to assume and assign to the Buyer such Previously Omitted Contract pursuant to this Order and sections 363 and 365 of the Bankruptcy Code. Such Previously Omitted Contract Notice shall provide such counterparty with ten (10) Business Days to object, in writing to Debtor and Buyer, to the assumption of their Contract. If such counterparty objects to the proposed assumption and assignment or the Cure Costs (if any), such contract shall be a Designated Contract and the procedures set forth herein shall apply with respect to such Previously Omitted Contract.

Additional Provisions

36. The terms and provisions of the Transaction Documents and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor and its affiliates, successors and assigns, its estate, and its creditors, any statutory committee appointed in this Chapter 11 Case, the Buyer, and its affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in, on or against the Purchased Assets to be sold to the Buyer and all non-debtor counterparties to any Assigned Contracts pursuant to the Astellas Stalking Horse APA and any trustees, examiners, "responsible persons," liquidating trusts, liquidating trustees or other fiduciaries appointed in the Chapter 11 Case or upon a conversion of the Debtor's case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee; and the Transaction Documents shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such

order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Buyer hereunder shall remain effective and shall remain binding as set forth above, notwithstanding any subsequent dismissal, conversion or appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to trustee(s) such terms and provisions likewise shall be binding.

37. The Transaction Documents or any other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, in accordance with the terms thereof, without further order of the Court; provided that any modification, amendment or supplement that has a material and negative effect on the Debtor's estate or its creditors shall be subject to further Court approval. The Debtor shall provide notice to the U.S. Trustee and any statutory committee with respect to any material amendments or modifications to the Transaction Documents. To the extent that any provision of the Astellas Stalking Horse APA conflicts with or is, in any way, inconsistent with any provision of this Order, this Order shall govern and control. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion, the terms of this Order shall govern.

38. The Debtor is authorized to enter into any contract or amend any existing contract necessary to meet its obligations under the Transaction Documents, including the Transition Service Agreement.

39. No plan of reorganization or liquidation filed in this Chapter 11 Case, nor any order entered approving any such plan, shall limit, modify, alter, enjoin or otherwise preclude: (a) the provisions of this Order or the Transaction Documents; or (b) the Buyer's rights, demands, defenses and claims under and in accordance with the Transaction Documents and this Order.

40. The provisions of this Order are non-severable and mutually dependent.

41. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

42. To the fullest extent permitted under applicable law, the transfer of the Purchased Assets, the making or delivery of any deed or other instrument of transfer, and any related transaction contemplated by the Astellas Stalking Horse APA or this Order shall not be subject to any document recording tax, stamp tax, conveyance fee, mortgage recording tax, real estate transfer tax, personal property transfer tax, sales or use tax, or other similar tax or governmental assessment pursuant to section 1146(a) of the Bankruptcy Code. Accordingly, to the fullest extent permitted under applicable law, all federal, state, and local governmental authorities and recording offices shall accept for filing and recordation any instruments or documents executed in connection with the Sale without the payment of any such tax, fee, or assessment. To the extent necessary, this Order shall constitute a determination by this Court that the Sale qualifies for the exemption provided by section 1146(a) of the Bankruptcy Code to the fullest extent provided by applicable law. In furtherance of the rulings in this paragraph, to the extent consistent with applicable law, the Debtor shall request that any order confirming any chapter 11 plan find and determine that the transfer of the Purchased Assets, the making or delivery of any deed or other instrument of transfer, and any related transaction contemplated by the Astellas Stalking Horse APA shall not be subject to any document recording tax, stamp tax, conveyance fee, mortgage recording tax, real estate transfer tax, personal property transfer tax, sales or use tax, or other similar tax or governmental assessment pursuant to section 1146(a) of the Bankruptcy Code.

43. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds there is no reason for delay

in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply; (b) the Debtor is not subject to any stay of this Order or in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Debtor and the Buyer may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

Retention of Jurisdiction

44. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Astellas Stalking Horse APA, the other Transaction Documents, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Buyer, and to adjudicate, if necessary, any and all disputes involving the Debtor concerning or relating in any way to, or affecting, the Sale or the transactions contemplated in the Astellas Stalking Horse APA and the other Transaction Documents or actions taken pursuant to the foregoing, all to the extent provided in the Astellas Stalking Horse APA. Accordingly, this Court shall retain exclusive jurisdiction with respect to the terms of this Order and the Astellas Stalking Horse APA to the extent provided in the Astellas Stalking Horse APA.