IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Hearing Date: August 3, 2026 at 10:00 a.m. (ET)** **Objection Deadline: July 27, 2026 at 4:00 p.m. (ET)**

APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF RAYMOND JAMES & ASSOCIATES, INC. AS INVESTMENT BANKER FOR THE DEBTOR AND DEBTOR IN POSSESSION PURSUANT TO 11 U.S.C. §§ 327(a) AND 328(a), EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN TIME-KEEPING REQUIREMENTS AND (III) GRANTING RELATED RELIEF

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

RELIEF REQUESTED

1. By this Application, the Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the "**Proposed Order**"): (i) authorizing the Debtor to retain and employ Raymond James & Associates, Inc. ("**Raymond James**") as the Debtor's investment banker, pursuant to the terms and conditions of that certain engagement letter, dated June 9, 2026 between the Debtor and Raymond James (the "**Engagement Letter**"),[2] a copy of which is attached hereto as **Exhibit B**, effective as of the Petition Date (as defined below), (ii) waiving certain

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

[2] Any references to, or summaries of, the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein. Additionally, any capitalized terms used in this Application and not otherwise defined herein shall have the meanings given to them in the Engagement Letter or the First Day Declaration (as defined below), as applicable.

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timekeeping requirements and (iii) granting related relief. In support of this Application, the Debtor relies upon and incorporates by reference the declaration of Geoffrey Richards, a copy of which is attached hereto as **Exhibit C** (the "**Richards Declaration**")**.**

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (the "**Court**") has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012 (Sleet, C.J.). This is a core proceeding under 28 U.S.C. § 157(b). Venue of this Chapter 11 Case (as defined below) and this Application is proper in this District under 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 105(a), 327(a), 328(a), and 1107 of title 11 of the United States Code (the "**Bankruptcy Code**"), rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and rules 2014-1 and 2016-1 of the *Local Rules of the United States Bankruptcy Court for the District of Delaware* (the "**Local Rules**").

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

BACKGROUND

5. On June 23, 2026 (the "**Petition Date**"), the Debtor commenced with the United States Bankruptcy Court for the District of Delaware (this "**Court**") a voluntary case under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Case**"). The Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the

Bankruptcy Code. On July 2, 2026, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**"), appointed the Official Committee of Unsecured Creditors in the Chapter 11 Case (the "**Committee**"). To date, no request has been made for the appointment of a trustee or examiner in this Chapter 11 Case.

6. Additional factual background and information regarding the Debtor, including its business operations, its corporate and capital structure, and the events leading to the commencement of this Chapter 11 Case, are set forth in detail in the *Declaration of Scott B. Willoughby in Support of Chapter 11 Petition and First Day Motions* [Docket No. 2] (the "**First Day Declaration**"), filed on the Petition Date and fully incorporated herein by reference.

RAYMOND JAMES'S QUALIFICATIONS

7. In connection with the Debtor's current strategic goals, the Debtor requires a qualified and experienced investment banker with Raymond James's resources, capabilities, and experience to assist the Debtor in pursuing the transaction(s) that are crucial to the success of the Chapter 11 Case. An investment bank with the skills and experience of Raymond James fulfills a critical service that complements the services provided by the Debtor's other professionals. The Debtor seeks to retain Raymond James as its investment banker because, among other things, Raymond James has considerable expertise and experience and an excellent reputation in providing high quality financial advice and investment banking services to financially distressed companies and to creditors, purchasers, bondholders, and other constituencies in chapter 11, as well as in out-of-court proceedings.

8. Raymond James is a subsidiary of Raymond James Financial, Inc. ("**RJF**"), a publicly traded (NYSE:RJF) full-service global investment banking firm offering investment banking, equity research, wealth management, institutional and private brokerage, and other

service offerings to individual and institutional clients. RJF and its subsidiaries employ over 17,000 individuals in the United States, of which over 650 provide investment banking advisory services to firm clients. Since 2019, Raymond James has participated in over 1,500 capital raises for its corporate clients and completed more than 960 M&A buy-side or sell-side advisory assignments.

9. Raymond James has a dedicated restructuring investment banking group comprised of more than 25 professionals with extensive experience advising companies, creditors' committees, and other constituents in complex situations involving underperforming or unsuitably capitalized businesses facing difficult financing conditions, liquidity crises, out-of-court restructurings, or bankruptcy proceedings. Investment bankers at Raymond James have advised on, or been involved with, numerous restructuring-related or distressed transactions, both out-of court and in chapter 11 cases, including, without limitation, sale, restructuring, financing, financial opinion, and special advisory transactions. Some representative engagements that investment bankers at Raymond James have led in prior chapter 11 cases and restructurings include: *Crosby Marine Transportation, LLC*, Case No. 26-10678 (MSG) (Bankr. E.D. La.); *Hallmark Financial Services, Inc.,* Case No. 26-80007 (MVL) (Bankr. N.D. Tex.); *Synthego Corp*., Case No. 25-10823 (MFW) (Bankr. D. Del. May 29, 2025); *American Eagle Energy Corporation*, Case No. 15-15073 (KHT) (Bankr. D. Colo.); *American IronHorse Motorcycles, Inc.*, Case No. 08- 40926 (RFN) (Bankr. N.D. Tex.); *ATLS Acquisition, LLC*, Case No. 13-10262 (LSS) (Bankr. D. Del.); *BI-LO, LLC*, Case No. 09-02140 (HB) (Bankr. D.S.C.); *Bluestem Brands, Inc.*, Case No. 20-10566 (MFW) (Bankr. D. Del.); *Buccaneer Energy*, Case No. 14-60041 (CML) (Bankr. S.D. Tex.); *Calpine Corporation*, Case No. 05-60200 (CGM) (Bankr. S.D.N.Y.); *CB Holding Corp*., Case No. 10-13683 (MFW) (Bankr. D. Del.); *CCNG Energy Partners, LP*, Case No. 15-70136 (TMD) (Bankr.

W.D. Tex.); *Clarus Therapeutics Holdings, Inc*., Case No. 22-10845 (MFW) (Bankr. D. Del.); *Color Spot Holdings, Inc.*, Case No. 18-11272 (LSS) (Bankr. D. Del.); *Dakota Plains Holdings, Inc.*, Case No. 16-43711 (MER) (Bankr. D. Minn.); *Diamond Glass Companies, Inc.*, Case No. 08-10601 (CSS) (Bankr. D. Del.); *Gateway Ethanol, L.L.C*., Case No. 08-22579 (DLS) (Bankr. D. Kan.); *GIORDANO'S LLC*, Case No. 11-06146 (ERW) (Bankr. N.D. Ill.); *Gritstone Bio Inc.*, Case No. 24-12305 (KBO) (Bankr. D. Del.); *Gulf Fleet Holdings, Inc*., Case No. 10-50713 (JWK) (Bankr. W.D. La.); *Halt Medical, Inc*., Case No. 17-10810 (LSS) (Bankr. D. Del.); *Hipcricket, Inc.*, Case No. 15-10104 (LSS) (Bankr. D. Del.); *HMX Acquisition Corp*., Case No. 12-14300 (MEW) (Bankr. S.D.N.Y.); *Hooper Holmes, Inc.*, Case No. 18-23302 (RDD) (Bankr. S.D.N.Y.); *International Garden Products, Inc*., Case No. 10- 13207 (KJC) (Bankr. D. Del.); *Just One More Restaurant Corp.*, Case No. 19-01947 (FMD) (Bankr. M.D. Fla.); *KeyLime Cove Waterpark, Inc.*, Case No. 09-14418 (KJC) (Bankr. D. Del.); *Loehmann's, Inc*., Case No. 99-01138 (JHW) (Bankr. D. Del.); *LVI Intermediate Holdings, Inc.*, Case No. 20-11413 (KBO) (Bankr. D. Del.); *Max & Erma's, Inc.*, Case No. 09-27807 (JAD) (Bankr. W.D. Pa.); *National Envelope Corporation*, Case No. 10-11891 (BLS) (Bankr. D. Del.); *Personal Communication Devices, LLC*, Case No. 13-74303 (AST) (Bankr. E.D.N.Y.); *Phoenix Payment Systems, Inc.*, Case No. 14-11848 (MFW) (Bankr. D. Del.); *PLx Pharma, Inc*., Case No. 23-10456 (MFW) (Bankr. D. Del.); *Premier Kings, Inc*. Case No. 23-02871 (TOM) (Bankr. N.D. Ala); *Proteus Digital Health, Inc*., Case No. 20-11580 (BLS) (Bankr. D. Del.); *Quanergy Systems, Inc.*, Case No. 22-11305 (CTG) (Bankr. D. Del.); *Renew Energy, LLC*, Case No. 09-10491 (RDM) (Bankr. W.D. Wis.); *Response Genetics, Inc.*, Case No. 15-11663 (LSS) (Bankr. D. Del.); *Robbins Bros. Corporation*, Case No. 09-10708 (PJW) (Bankr. D. Del.); *Santa Fe Gold Corporation,* Case No. 15-11761 (MFW) (Bankr. D. Del.); *SynCardia Systems, Inc*., Case No. 16-11599 (MFW) (Bankr. D. Del.); *SP Newsprint Holding*

LLC, Case No. 11-13649 (CSS) (Bankr. D. Del.); and *Teligent, Inc.*, Case No. 21-11332 (BLS) (Bankr. D. Del.).

10. The Debtor selected Raymond James as its investment banker in the Chapter 11 Case based upon Raymond James' extensive experience in matters involving complex financial restructurings and its excellent reputation for the services that it has rendered in chapter 11 cases on behalf of debtors and creditor constituencies throughout the United States. Raymond James was engaged by the Debtor in June 2026 to provide investment banking services in connection with the effort to facilitate one or more possible transactions whereby the Debtor will maximize the value of its assets and preserve going concern value. The Debtor thus believes that Raymond James is both well qualified and uniquely able to advise the Debtor in this Chapter 11 Case.

11. The Raymond James Life Sciences practice of approximately twenty bankers provides comprehensive advisory and financing capabilities to innovative businesses in the biotechnology, specialty pharmaceutical and generic pharmaceutical sectors. This team provides clients with solutions based on Raymond James' deep relationships with company management teams as well as venture, private equity and public market investors.

12. As set forth in the Richards Declaration, Raymond James was involved prior to the Petition Date to provide investment banking services to the Debtor pursuant to the Engagement Letter. Raymond James has been engaged as investment banker to the Debtor since June 2026. Since its engagement, Raymond James has worked closely with the Debtor's management team and other professional advisors to assist the Debtor in evaluating various strategic and financial alternatives.

13. Specifically, Raymond James has assisted the Debtor with certain investment banking advisory services relating to any possible transactions, arrangements or

undertakings. As a result of Raymond James's work to date, it has become well-acquainted with the Debtor's business operations and financial affairs, including the Debtor's current liquidity situation and financing requirements. The Debtor believes it requires the services of a capable and experienced investment banking firm such as Raymond James and that Raymond James is crucial to the Debtor's success in this Chapter 11 Case. In particular, prior to the Petition Date, Raymond James assisted the Debtor in identifying, soliciting, and negotiating with prospective debtor-in-possession lenders, and assisted the Debtor in securing a commitment for a debtor-in-possession financing facility to provide the Debtor with the postpetition liquidity necessary to fund this Chapter 11 Case.

14. In providing prepetition services to the Debtor, Raymond James has worked closely with the Debtor's senior management and its other professionals and advisors, on the one hand, and with the professional advisors of other major stakeholders, on the other hand, that are involved in the Chapter 11 Case. Accordingly, Raymond James has developed relevant experience and expertise regarding the Debtor that (a) makes Raymond James a natural selection as the Debtor's investment banker and (b) will assist Raymond James in providing effective and efficient services in the Chapter 11 Case.

15. Furthermore, Raymond James is familiar with the Debtor's corporate and capital structure, management, operations, and various other aspects of its business. Raymond James has knowledge of the Debtor's financial history and business operations and is well suited to provide the Debtor with the investment banking services contemplated by the Engagement Letter.

16. Should the Court approve the Debtor's retention of Raymond James as its investment banker, Raymond James will continue, without interruption, to perform the services

for the Debtor described more fully in the Engagement Letter and summarized herein. On the other hand, if the Debtor were required to retain an investment bank other than Raymond James in connection with the Chapter 11 Case, the Debtor, its estate, and all parties in interest would be unduly prejudiced by the time and expenses necessary to familiarize another professional with the intricacies of the Debtor and its business operations.

17. Accordingly, the Debtor submits that the retention of Raymond James on the terms and conditions set forth herein (a) is necessary, appropriate, and in the best interests of the Debtor's estate, creditors, and all other parties in interest, and (b) should be granted in all respects.

SCOPE OF SERVICES

18. Prior to the Petition Date, the Debtor and Raymond James entered into the Engagement Letter, which governs the current relationship between Raymond James and the Debtor. The terms and conditions of the Engagement Letter were negotiated in good faith and at arm's length and reflect the parties' mutual agreement as to the substantial efforts and resources that have been and will continue to be required in connection with Raymond James's engagement.

19. Subject to the Court's approval, and as more fully set forth in this Application and the Engagement Letter, Raymond James has performed and will continue to perform a broad range of necessary investment banking services to the Debtor, in each case as the Debtor shall request, and as Raymond James and the Debtor shall deem appropriate and feasible, in order to advise the Debtor in the course of the Chapter 11 Case in consideration for the compensation contemplated therein. The Engagement Letter sets forth the following services:

a) reviewing and analyzing the Debtor's business, operations, properties, and financial condition and prospects;

b) evaluating the Debtor's debt capacity, advising the Debtor generally on the following in connection with any Financing Transaction: (A) appropriate investment structuring alternatives, (B) an appropriate capital structure, and (C) available financings that meet the foregoing parameters;

c) assisting the Debtor in identifying Counterparties that Raymond James, after consultation with the Debtor's management, believes meet certain industry, financial, and strategic criteria;

d) providing marketing and drafting input on Company Materials being prepared by the Debtor's management;

e) within its area of expertise, advising on the business components of Transaction documentation;

f) with the prior written consent by the Debtor, contacting prospective Counterparties on behalf of the Debtor;

g) advising the Debtor as to potential Business Combination Transactions;

h) as and if applicable, advising the Debtor on tactics and strategies for negotiating with holders of Debtor securities, debt, and/or other claims of the Debtor (collectively, "**Stakeholders**");

i) advising the Debtor on the timing, nature and terms of any new Debtor securities, other considerations or other inducements to be offered to its Stakeholders in connection with any Restructuring Transaction;

j) assisting and advising the Debtor generally on potential alternatives and strategies for any given Transaction;

k) participating in the meetings of the Debtor's Governing Authority as determined by the Debtor to be appropriate, and, upon request, provide periodic status reports and advice to the Governing Authority with respect to matters falling within the scope of Raymond James's engagement thereunder; and

l) assisting the Debtor in negotiating and structuring a Transaction.

20. Raymond James will not provide any legal, regulatory, accounting, appraisal, or tax advice, or develop any tax strategies, or provide any opinion, for the Debtor. If the Debtor requests that Raymond James provide any services other than those services expressly set out in Section 1(a) of the Engagement Letter, the Debtor and Raymond James will enter into

an additional agreement that will set forth the nature and scope of such services, appropriate compensation and other customary matters, as mutually agreed between the Debtor and Raymond James. To the extent that the parties amend the Engagement Letter, any such amendments will be subject to the Court's approval upon proper application by the Debtor.

21. The services that Raymond James will provide to the Debtor are necessary to assist the Debtor with its efforts to consummate one or more sale transactions (including, without limitation, debtor-in-possession or exit financing) and to otherwise maximize the value of its estate. The resources, capabilities, and experience of Raymond James in advising the Debtor are important to the Debtor's chapter 11 efforts. A highly qualified investment banker, such as Raymond James, fulfills a critical need that complements the services offered by the Debtor's other restructuring professionals. All of the services that Raymond James has and will provide to the Debtor have and will be undertaken at the request of the Debtor and be appropriately directed by the Debtor so as to avoid duplicative efforts among the professionals retained in this Chapter 11 Case. Raymond James will use reasonable efforts to coordinate with the Debtor's other retained professionals to avoid the unnecessary duplication of services.

PROFESSIONAL COMPENSATION

22. Raymond James intends to file fee applications for the professional services it rendered and reimbursement of expenses incurred in connection with this Chapter 11 Case, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court and consistent with the proposed compensation set forth in the Engagement Letter.

23. Investment bankers such as Raymond James do not charge for their services on an hourly basis. Instead, they customarily charge fees that are contingent upon the occurrence

of a specified type of transaction. As set forth more fully in the Engagement Letter, and subject thereto, Raymond James will be compensated subject to Court approval, as follows (the "**Fee Structure**"):

(a) **Monthly Advisory Fee and Database Expense Amount**. Commencing upon the date of the Engagement Letter and on the first business day of every month thereafter, the Debtor will pay Raymond James a non-refundable cash retainer of $100,000 for each of the first two months following the date of the Engagement Letter and $75,000 for each month thereafter (each a "**Monthly Advisory Fee**"). Additionally, the Debtor will pay Raymond James a flat expense charge of $1,000 on the date thereof for Raymond James's access to electronic financial databases pertinent to this engagement.

(b) **Transaction Fees**:

i. **Financing Fee(s)**: The Transaction Fee for each Financing Transaction[3] (a "**Financing Fee**") will be equal to the sum of (1) two percent (2.0%) of the Proceeds of any Debt Instruments, and (2) six percent (6.0%) of the Proceeds of any Equity-Equivalents; provided, however, that, to the extent the Financing Transaction includes an uncommitted accordion or similar credit feature, the Financing Fee for such accordion or similar feature will be payable upon the Commitment of such credit facility or its funding irrespective of the date of such Commitment or funding. Notwithstanding anything to the contrary therein, the Proceeds on which any Financing Fee is calculated will exclude any Capital, Debt Instruments or Equity-Equivalents provided to the Debtor by Eli Lilly or any of its Affiliates ("**Lilly**") in connection with the potential DIP financing described in the term sheet dated May 27, 2026 and as may be fully and finally negotiated between the Debtor and Lilly such that no Financing Fee will be payable to Raymond James as a result of any Financing Transaction between the Debtor and Lilly unless otherwise agreed to between the Debtor and Raymond James in writing. The Parties agree that the applicable Financing Fee will be paid by the Debtor to Raymond James: (i) upon any initial Closing; and (ii) if there is more than one Closing pursuant to one and the same Definitive

[3] As defined in the Engagement Letter, "**Financing Transaction**" means any of the following transactions, arrangements or undertakings (however effectuated) other than a BCT: (i) the issuance of Debt Instruments or Equity-Equivalents; (ii) royalty arrangements, profit sharing and other similar financing transactions; *and/or* (iii) such other financing of any type committed to complete any other Transaction; in each case for or on behalf of the Debtor (whether to raise funds, refinance outstanding Debtor securities or exchange Debtor securities or any combination thereof); *provided* that any such transaction must involve the receipt by the Debtor of new consideration as opposed to the restructuring, renegotiation, forgiveness, or exchange with or by the holder of any outstanding Debt Instruments or Equity-Equivalents (which, for clarity, would fall under the definition of a Restructuring Transaction).

Agreement, at each subsequent Closing (whenever occurring), in each case, time being '*of the essence*'.

ii. **Restructuring Fee**: The Transaction Fee for a Restructuring Transaction[4] (a "**Restructuring Fee**") will be equal to $2,500,000, which will be paid to Raymond James upon the Closing of any Restructuring Transaction.

iii. **Business Combination Transaction Fee**: The Transaction Fee for a Business Combination Transaction[5] (a "**BCT Fee**") will be the greater of (x) $1,500,000 and (y) an amount based upon the *BCT Enterprise Value* (as defined in Addendum C of the Engagement Letter). If the Business Combination Transaction Value in such BCT is (i) equal to the lesser of $50,000,000 then the Transaction fee will be $1,500,000 (such sum, the "**Tier 1 Fee**"); (ii) greater than $50,000,000 and less than or equal to $80,000,000 then the Transaction fee will be sum of (a) Tier 1 Fee plus (b) 3.0% of the incremental BCT EV in excess of $50,000,000 and less than or equal to $80,000,000 (such sum, the "**Tier 2 Fee**"); or greater than $80,000,000 then the Transaction Fee will be a sum of (a) Tier 2 Fee plus (b) 4.0% of the incremental BCT EV in excess of $80,000,000 (such sum, the "**Tier 3 Fee**"). For the avoidance of doubt, if a Business Combination Transaction is effected through a single Transaction, the BCT Fee shall be calculated by reference to the BCT EV of such Transaction; if, however, a Business Combination Transaction is effected through two or more Transactions, whether entered into or Closed simultaneously or sequentially, the BCT Fee shall be calculated on a cumulative basis by reference to the aggregate BCT EV of all such Transactions.

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[4] As defined in the Engagement Letter, "**Restructuring Transaction**" means any transaction other than a BCT or a Financing Transaction or an Alternative Transaction that constitutes a recapitalization, reorganization, restructuring, sale or transfer (however effectuated) of the Debtor's existing and potential debt obligations and/or preferred equity (if any, including, without limitation, bank debt, bond debt, trade claims, lease obligations (both on and off balance sheet), partnership interests, membership interests, unfunded pension and retiree medical liabilities, tax claims, litigation claims and other liabilities (collectively, "**Existing Obligations**")), in each case that may be effected, without limitation, through any of the following: a solicitation of waivers and consents from the holders of Existing Obligations; the amendment or renegotiation of terms, conditions or covenants, rescheduling of maturities, change in interest rates, repurchase, settlement, cancellation or forgiveness of Existing Obligations; the conversion of Existing Obligations into equity; an exchange offer involving new securities in exchange for Existing Obligations; or other similar transaction or series of transactions.

[5] As defined in the Engagement Letter, "**Business Combination Transaction**" or "**BCT**" means any possible: (a) merger, reverse merger, consolidation, or other business combination transaction(s) involving the Debtor (however effectuated and whether executed as one transaction or a series of transactions), and/or (b) sale, transfer, disposition, recapitalization, restructuring, joint venture, or other transaction or series or combination of transactions that, directly or indirectly, has the effect of transferring (i) 50% or more, or an otherwise controlling portion, of the equity of the Debtor, or (ii) 50% or more of the consolidated fair market value of the assets, business, revenue or income of the Debtor or any of its divisions, in each case to one or one or more Counterparties (including, without limitation, existing creditors, employees, Affiliates and/or securityholders, and/or by one or more persons or entities acting together with a Counterparty pursuant to a written agreement or otherwise).

iv. **Alternative Transaction Fee**: The Transaction Fee for each Alternative Transaction[6] (an "**Alternative Transaction Fee**") shall be $1,500,000, payable upon the Closing of such Alternative Transaction, time being "of the essence". Notwithstanding the foregoing, if one or more Alternative Transactions, together with any previously entered into or Closed Alternative Transactions or other Transactions, collectively constitute a Business Combination Transaction, then such Transactions shall be treated for fee purposes in accordance with the cumulative Business Combination Transaction Fee provisions above. In such case, any Alternative Transaction Fee previously paid to Raymond James shall be credited against the cumulative Transaction Fee payable to Raymond James, but the characterization of any prior Transaction as an Alternative Transaction shall not limit, reduce or otherwise impair Raymond James's right to receive any incremental amount payable under the cumulative Business Combination Transaction Fee provisions.

(c) **Transaction Qualifying Under Multiple Definitions; Multiple Transactions:** (i) If a single Transaction qualifies as more than one type of Transaction, only one Transaction Fee will be payable in connection therewith, equal to the largest amount calculated under any applicable Transaction type; and (ii) if there are multiple, discrete, separate Transactions (whether Closed simultaneously or at different times), a separate Transaction Fee will be payable in connection with each, provided that there can be only one Business Combination Transaction and only one BCT Fee, and provided further that, if the multiple, separate Transactions are a Restructuring Transaction and a Business Combination Transaction, only the larger of the corresponding Transaction Fees with respect thereto will be due and payable.

24. Further, subject to the Engagement Letter, and regardless of whether a Transaction is consummated, the Debtor will reimburse Raymond James, upon the earlier of (a) thirty days from the Debtor's receipt of an invoice from Raymond James or (b) any Closing, for all reasonable, documented out-of-pocket expenses (including, without limitation, the fees and

[6] As defined in the Engagement Letter, "**Alternative Transaction**" means any transaction or series or combination of transactions outside of the Debtor's ordinary course of business, other than a BCT, a Financing Transaction or a Restructuring Transaction, with any Counterparty or Counterparty's securityholders or Affiliates, including: a transfer of the type described as a 'BCT' but involving less than 50% of both the voting control and the consolidated FMV of Equity-Equivalents, assets, business, revenue and/or income; a spin-off or split-off; a joint venture; a strategic alliance or partnership, or a licensing agreement or arrangement.

disbursements of its outside legal counsel other than those arising with respect to the preparation of the Engagement Letter) reasonably incurred by Raymond James in connection with performing the Services pursuant to the Engagement Letter ("**Expenses**"). The Debtor will also bear all of its own costs it incurs in connection with any Financing, including, without limitation, the Debtor's legal and accounting fees and disbursements, the costs of reproducing any Company Materials, fees or charges from outside counsel (including special counsel, if any, engaged by the Debtor for drafting NDAs with Counterparties, whether engaged by the Debtor or through arrangements via Raymond James), and any due diligence data room costs.

25. During the pendency of the Chapter 11 Case, Raymond James shall apply to the Court for the allowance of compensation for professional services rendered and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court and consistent with the proposed compensation arrangement set forth in the Engagement Letter.

26. The Debtor believes that the Fee Structure set forth in the Engagement Letter is reasonable. The Fee Structure appropriately reflects the nature of the services to be provided by Raymond James and the fee structures typically utilized by leading investment banking firms of similar stature to Raymond James for comparable engagements, both in and out of court. The Fee Structure is consistent with Raymond James's normal and customary billing practices for cases of this size and complexity that require the level of scope and services outlined herein. Moreover, the Fee and Expense Structure is reasonable in light of: (a) industry practice; (b) market rates charged for comparable services both in and out of the chapter 11 context; (c) Raymond James' substantial experience with respect to investment banking services; and (d) the

nature and scope of work to be performed by Raymond James in the Chapter 11 Case. In particular, the Debtor believes that the Fee and Expense Structure create a proper balance between fixed monthly fees and contingency fees.

27. The Debtor and Raymond James negotiated the Fee Structure to function as and be an interrelated, integrated unit, in correspondence with Raymond James's services, which Raymond James renders not in parts, but as a whole. It would be contrary to the intention of Raymond James and the Debtor for any isolated component of the entire Fee Structure to be treated as sufficient consideration for any isolated portion of Raymond James's services.

28. Instead, the Debtor and Raymond James intend that Raymond James's services be considered as a whole, for which Raymond James is to be compensated by the Fee Structure in its entirety.

29. In light of the foregoing, and given the numerous issues that Raymond James may be required to address in the performance of its services under the Engagement Letter, Raymond James's commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for Raymond James's services for engagements of this nature both in the in- and out-of-court contexts, the Debtor believes that the Fee Structure is fair and reasonable and market based under the standards set forth in section 328(a) of the Bankruptcy Code.

30. Raymond James has agreed to accept compensation for its services in this Chapter 11 Case as such sums may be allowed by the Court. Raymond James understands that interim and final fee awards are subject to approval by the Court.

RAYMOND JAMES'S DISINTERESTEDNESS

31. Raymond James has informed the Debtor that as of the date hereof, except as set forth in the Richards Declaration: (a) Raymond James has no connection with the Debtor, its creditors, equity security holders, or other parties in interest in the Chapter 11 Case; (b) Raymond James does not have or represent any entity having an interest adverse to the interests of the Debtor's estate or of any class of creditors or equity security holders; and (c) Raymond James (i) is not a creditor, equity security holder, or an insider of the Debtor and (ii) is not or was not, within two (2) years before the Petition Date, a director, officer, or employee of any of the Debtor. In addition, none of the Raymond James professionals expected to assist the Debtor in this chapter 11 case are related or connected to any United States Bankruptcy Judge for the District of Delaware, the U.S. Trustee for the District of Delaware, or any person employed by the Office of the U.S. Trustee.

32. During the 90-day period prior to the commencement of the Chapter 11 Case, Raymond James was paid in the ordinary course certain fees and expense reimbursements. Specifically, on June 12, 2026, Raymond James was paid $100,000.00 on account of its June 2026 Monthly Fee, a $10,000.00 expense advance, and $1,000.00 for an electronic financial database charge.

33. The Debtor has been advised that Raymond James has agreed not to share with any other person or firm the compensation to be paid for professional services rendered in connection with the Chapter 11 Case in accordance with section 504(a) of the Bankruptcy Code. Based on the foregoing, the Debtor believes that Raymond James is a "disinterested person" as that term is defined in § 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and utilized in sections 327(a) and 328(c) of the Bankruptcy Code.

INDEMNIFICATION, CONTRIBUTION, AND EXPENSE REIMBURSEMENT PROVISIONS

34. The Debtor has agreed, among other things, to indemnify and to provide contribution and reimbursement to Raymond James and certain related parties in accordance with the indemnification provisions attached as Addendum A to the Engagement Letter (the "**Indemnification Provisions**").

35. The Debtor and Raymond James believe that the Indemnification Provisions contained in the Engagement Letter are standard and customary for financial advisory engagements. That said, pursuant to the Proposed Order, the Debtor seeks to qualify and limit the Indemnification Provisions as provided for therein.

36. The Debtor believes such provisions are customary and reasonable for Raymond James's engagement. Unlike the market for other professionals that the Debtor may retain, such provisions are standard terms of the market for investment bankers. Raymond James and the Debtor believe that such provisions are comparable to those generally obtained by investment banking and financial advisory firms of similar stature to Raymond James and for comparable engagements, both in and out of court.

37. Moreover, the Indemnification Provisions were fully negotiated between the Debtor and Raymond James at arm's length. Nevertheless, the Debtor and Raymond James agreed to modify and limit the Indemnification Provisions as stated in the Proposed Order. Such Indemnification Provisions, as modified by the Proposed Order, reflect the qualifications and limits on such terms that are customary for investment bankers, such as Raymond James, in chapter 11 cases in this jurisdiction.

38. Accordingly, as part of this Application, the Debtor requests that the Court approve the Indemnification Provisions as modified by the Proposed Order.

NO DUPLICATION OF SERVICES

39. The Debtor believes that the services provided by Raymond James will not duplicate the services that other professionals will be providing to the Debtor in this Chapter 11 Case. Specifically, Raymond James will carry out unique functions directly related to a potential transaction, and will use reasonable efforts to coordinate with the Debtor and its professional retained in this Chapter 11 Case to avoid the unnecessary duplication of services.

RECORDKEEPING REQUIREMENTS

40. It is not the general practice of investment banking firms, including Raymond James, to keep detailed time records similar to those customarily kept by attorneys. Raymond James does not ordinarily maintain contemporaneous time records in one-tenth (0.1) hour increments or provide or conform to a schedule of hourly rates for its professionals. Moreover, the Fee Structure does not rely on the amount of time spent by Raymond James, but instead is results-driven and will be determined by the ultimate success of Raymond James's efforts to successfully consummate a Transaction. Therefore, Raymond James respectfully requests, pursuant to Local Rule 2016-2(h), that it should be excused from compliance with such requirements, as otherwise required by Local Rule 2016-2(d). Instead, notwithstanding that Raymond James does not charge for its services on an hourly basis, Raymond James will maintain time records in one-half (0.5) hour increments, setting forth, in a summary format, a description of the services rendered and the professional rendering such services on behalf of the Debtor.

41. Raymond James will maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Raymond James's application for compensation and expenses will be paid by the Debtor pursuant to the terms of the Engagement Letter, in accordance with Local Rule 2016-2(e) and any procedures established by

the Court. Courts in other chapter 11 cases have excused flat-fee professionals from time-keeping requirements under similar circumstances. *See, e.g., In re Winc, Inc.*, No. 22-11238 (LSS) (Bankr. D. Del. Jan. 18, 2023) (allowing investment banker to maintain time records of services rendered in half-hour increments); *In re EYP Group Holdings, Inc.*, No. 22-10367 (MFW) (Bankr. D. Del. June 3, 2022) (allowing investment banker to maintain time records of services in one-hour increments); *In re CraftWorks Parent, LLC*, No. 20-10475 (BLS) (Bankr. D. Del. Apr. 1, 2020) (same); *In re Oldapco, Inc. (f/k/a Appvion, Inc.)*, No. 17-12082 (KJC) (Bankr. D. Del. Oct. 30, 2017) (allowing investment banker only to keep reasonably detailed summary time records in half hour increments while indicating the total hours incurred by each professional for each day and briefly describing the nature of the work performed); *In re Ltd. Stores Co*., LLC, No. 17-10124 (KJC) (Bankr. D. Del. Feb. 16, 2017) (same); *In re Essar Steel Minn. and ESML Holdings Inc.*, No. 16-11626 (BLS) (Bankr. D. Del. Aug. 9, 2016) (same); *In re Pac. Sunwear of Cal., Inc.*, No. 16-10882 (LSS) (Bankr. D. Del. May 3, 2016) (same).

BASIS FOR RELIEF

42. Section 327(a) of the Bankruptcy Code provides that a debtor is authorized to employ professional persons "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the debtor in carrying out their duties under this title." 11 U.S.C. § 327(a). Additionally, section 328(a) of the Bankruptcy Code provides, in relevant part, that the debtor "with the court's approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis . . . ." 11 U.S.C. § 328(a). Accordingly, section 328(a) of the Bankruptcy

Code permits the compensation of investment bankers on more flexible terms that reflect the nature of their services and market conditions.

43. The Debtor submits that the Court's approval of the Debtor's retention of Raymond James in accordance with the terms and conditions of the Engagement Letter is warranted. First, the requirements of section 327 of the Bankruptcy Code are satisfied. Raymond James is needed post-petition to assist with negotiations, as necessary, to provide expert advice and testimony regarding matters related to transactions contemplated by the Engagement Letter, and to enable the Debtor to discharge its duties as debtor and debtor in possession. Raymond James has extensive experience and an excellent reputation for providing high-quality investment banking and financial advisory services, both in- and out-of-court. The Debtor submits that Raymond James is well qualified to provide its services to the Debtor in a cost-effective, efficient, and timely manner.

44. Second, the Debtor believes that the Fee Structure is market-based, fair, and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code. The Fee Structure reflects Raymond James's commitment to the variable level of time and effort necessary to perform the services to be provided, its particular expertise, and the market prices for its services for engagements of this nature both out of court and in the chapter 11 context. Indeed, Raymond James's industry and restructuring experience, its capital markets knowledge, financing skills, and mergers and acquisitions capabilities, some or all of which may be required by the Debtor during the term of Raymond James's engagement, were important factors in determining the Fee Structure. The ultimate benefit to the Debtor of Raymond James's services could not be measured merely by reference to the number of hours to be expended by Raymond James's professionals in the performance of such services. Moreover, the Fee Structure takes into consideration Raymond

James's anticipation that it will need to provide a substantial commitment of professional time and effort to perform its duties under the Engagement Letter and in light of the fact that such commitment may foreclose other opportunities for Raymond James. Further, the commitment required of Raymond James and its professionals to render services to the Debtor may vary substantially from week to week or month to month, creating "peak load" issues for the firm.

45. Thus, because of Raymond James's expertise, commitment of resources to this engagement to the exclusion of other possible employment, and the time that Raymond James has devoted and will continue to devote to this engagement, the Debtor requests that the Court approve the Fee Structure pursuant to section 328(a) of the Bankruptcy Code and that the Court evaluate Raymond James's final compensation and reimbursement of expenses in this Chapter 11 Case under the standards of section 328(a) of the Bankruptcy Code rather than under those of section 330 of the Bankruptcy Code, subject to Raymond James filing a final fee application seeking approval of the payment of its fees and expenses. Similar fixed and contingency fee arrangements have been approved and implemented in other recent, chapter 11 cases in this District. *See, e.g., In re Winc, Inc.*, No. 22-11238 (LSS) (Bankr. D. Del. Jan. 18, 2023); *In re EYP Group Holdings, Inc.*, No. 22-10367 (MFW) (Bankr. D. Del. June 3, 2022); *CraftWorks Parent, LLC*, No. 20-10475 (BLS) (Bankr. D. Del. Apr. 1, 2020); *In re Oldapco, Inc. (f/k/a Appvion, Inc.)*, No. 17-12082 (KJC) (Bankr. D. Del. Oct. 30, 2017); *In re Ltd. Stores Co., LLC*, No. 17-10124 (KJC) (Bankr. D. Del. Feb. 16, 2017); *In re Essar Steel Minn. and ESML Holdings Inc.*, No. 16-11626 (BLS) (Bankr. D. Del. Aug. 9, 2016).

46. Third, the Indemnification Provisions are reasonable under the circumstances and reflect market conditions, and accordingly should be approved under section 328 of the Bankruptcy Code. Courts in this jurisdiction have approved similar provisions to the

Indemnification Provisions in other chapter 11 cases. *See, e.g., In re Winc, Inc.*, No. 22-11238 (LSS) (Bankr. D. Del. Jan. 18, 2023); *In re EYP Group Holdings, Inc.*, No. 22-10367 (MFW) (Bankr. D. Del. June 3, 2022); *CraftWorks Parent, LLC*, No. 20-10475 (BLS) (Bankr. D. Del. Apr. 1, 2020); *In re Oldapco, Inc. (f/k/a Appvion, Inc.)*, No. 17-12082 (KJC) (Bankr. D. Del. Oct. 30, 2017); *In re Ltd. Stores Co., LLC*, No. 17-10124 (KJC) (Bankr. D. Del. Feb. 16, 2017); *In re Essar Steel Minn. and ESML Holdings Inc.*, No. 16-11626 (BLS) (Bankr. D. Del. Aug. 9, 2016).

NOTICE

47. The Debtor has provided notice of this Application to the following parties or their respective counsel: (i) the U.S. Trustee; (ii) proposed counsel to the Committee; (iii) counsel to the DIP Lender; (iv) the Internal Revenue Service; (v) the Securities and Exchange Commission; (vi) the United States Attorney's Office for the District of Delaware and all other states in which the Debtor operates; (vii) United States Food and Drug Administration; and (viii) all other parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

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

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CONCLUSION

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that the Court enter the Proposed Order granting the relief requested in the Application and such other and further relief as may be just and proper.

Dated: June 13, 2026

/s/ Scott B. Willoughby

Name: Scott B. Willoughby
Title: Chief Legal Officer and Corporate Secretary

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Hearing Date: August 3, 2026 at 10:00 a.m. (ET)** **Objection Deadline: July 27, 2026 at 4:00 p.m. (ET)**

NOTICE OF APPLICATION AND HEARING

PLEASE TAKE NOTICE that, on July 13, 2026 the debtor and debtor-in-possession in the above captioned case (the "Debtor") filed the *Application of Debtor for Entry of an Order (I) Authorizing the Retention and Employment of Raymond James & Associates, Inc. as Investment Banker for the Debtor and Debtor in Possession Pursuant to 11 U.S.C. §§ 327(a) and 328(a), Effective as of the Petition Date, (II) Waiving Certain Time-Keeping Requirements and (III) Granting Related Relief* (the "Application") with the United States Bankruptcy Court for the District of Delaware (the "Court").

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Application must be in writing and filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **July 27, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Application are received, the Application and such objections shall be considered at a hearing before The Honorable Craig T. Goldblatt, United States Bankruptcy Judge for the District of Delaware, at

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

the Court, 824 North Market Street, 3rd Floor Courtroom 7, Wilmington, Delaware 19801 on **August 3, 2026 at 10:00 a.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE APPLICATION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

[*Remainder of Page Intentionally Left Blank*]

Dated: July 13, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Brendan J. Schlauch

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Proposed Counsel for the Debtor and Debtor in Possession

Exhibit A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF RAYMOND JAMES & ASSOCIATES, INC. AS INVESTMENT BANKER FOR THE DEBTOR AND DEBTOR IN POSSESSION PURSUANT TO 11 U.S.C. §§ 327(A) AND 328(A), EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN TIME-KEEPING REQUIREMENTS AND (III) GRANTING RELATED RELIEF

Upon the application (the "**Application**") of the debtor and debtor in possession (collectively, the "**Debtor**") in the above-captioned chapter 11 case for entry of an order (this "**Order**") appointing Raymond James as investment banker, as more fully set forth in the Application; and upon consideration of the Richards Declaration and the First Day Declaration; and this Court having jurisdiction to consider the Application 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 as of February 29, 2012; and venue of the Chapter 11 Case and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court finding that the terms and conditions of Raymond James's employment, including, but not limited to, the Fee Structure and Indemnification Provisions set forth in the Engagement Letter and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and this

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

Court finding that Raymond James does not hold or represent interests materially adverse to the Debtor's estate and is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code; and it appearing that the employment of Raymond James is in the best interests of the Debtor and its estate and creditors; and this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard any statements in support of the relief requested therein at any hearing before this Court (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is hereby **ORDERED that:**

1. The Application is GRANTED as set forth herein.

2. The Debtor is authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code to employ and retain Raymond James as its investment banker in accordance with the terms and conditions set forth in the Application and the Engagement Letter, subject to the terms of this Order.

3. The Engagement Letter is approved pursuant to section 328(a) of the Bankruptcy Code and Raymond James shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the time specified in, the Engagement Letter, as modified by this Order. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any guidelines established by the United States Trustee for the District of Delaware (the "**U.S. Trustee**") regarding submission and approval of fee applications, Raymond James shall be

excused from: (a) the requirement to maintain or provide detailed time records for services rendered postpetition in accordance with Bankruptcy Rule 2016(a) and Local Rule 2016-2, and (b) providing or conforming to any schedule of hourly rates. Instead, notwithstanding that Raymond James does not charge for its services on an hourly basis, Raymond James will maintain time records in half-hour (0.5) increments, setting forth, in a summary format, a description of the services rendered and the professional rendering such services on behalf of the Debtor.

4. Notwithstanding anything to the contrary contained in the Application or the Engagement Letter, no amounts shall be paid to Raymond James absent an order of this Court approving an interim or final fee application seeking approval of the payment of its fees and expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court, except that the Debtor is authorized to pay the monthly Advisory Fee to Raymond James each month when required under the Engagement Letter without a prior fee application; *provided, however,* that the Debtor shall cause to be paid as a cost of a Transaction, and not solely out of proceeds thereof, and placed in escrow for the sole benefit of Raymond James at the time of consummation of any Transaction(s), the amount(s) of the Transaction Fee(s) and Raymond James' expenses pending the filing of and the Court's approval of any Raymond James fee application (other than as to monthly Advisory Fees, which shall be paid prior to Court approval), and upon approval of any such Raymond James fee application by the Bankruptcy Court, Raymond James shall be paid and/or may apply the amount(s) from the funds held in the escrow as and when awarded by the court.

5. Notwithstanding paragraphs 2 through 4 of this Order and any provision to the contrary in the Application or the Engagement Letter, the U.S. Trustee shall have the right to

object to Raymond James's request for compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code and not section 328(a) of the Bankruptcy Code; provided, however, that "reasonableness" shall be evaluated by comparing (among other things) the fees payable in this case to fees paid to comparable investment banking firms with similar experience and reputation offering comparable services in other chapter 11 cases and shall not be evaluated primarily on an hourly or length-of-case based criteria.

6. The Indemnification Provisions set forth in the Engagement Letter are approved, subject during the pendency of this Chapter 11 Case to the following:

a) Subject to the provisions of subparagraphs (b) and (c) below, the Debtor is authorized to indemnify, contribute, or reimburse, and shall indemnify, contribute, or reimburse Raymond James for any claims arising from, related to, or in connection with services to be provided by Raymond James as specified in the Application, but not for any claim arising from, related to, or in connection with Raymond James's postpetition performance of any other services other than those in connection with the engagement, unless such postpetition services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

b) Notwithstanding anything to the contrary in the Engagement Letter, the Debtor shall have no obligation to indemnify Raymond James, or provide contribution or reimbursement to Raymond James, for any claim or expense that is either: (i) judicially determined (the determination having become final and non-appealable) to have arisen from Raymond James's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing; (ii) for a contractual dispute in which the Debtor alleges the breach of Raymond James's contractual obligations, unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) below, to be a claim or expense for which Raymond James should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order; and

c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this Chapter 11 Case, Raymond James believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs,

Raymond James must file an application in this Court, and the Debtor may not pay any such amounts to Raymond James before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Raymond James for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Raymond James. All parties in interest shall retain the right to object to any demand by Raymond James for indemnification, contribution, or reimbursement, and not as a provision limiting the duration of the Debtor's obligation to indemnify Raymond James.

d) Notwithstanding any provision in the Engagement Letter to the contrary, the contribution obligations of the Raymond James Parties shall not be limited to 50% of the aggregate amount of fees actually received by Raymond James from the Debtor. No limitation of liability provision set forth in the Engagement Letter shall have any force during this Chapter 11 case.

7. In the event that during the pendency of this Chapter 11 Case, Raymond James requests reimbursement for any attorneys' fees or expenses, the invoices and supporting time records from such attorneys shall be included in Raymond James's fee applications, and such invoices and time records shall be paid in compliance with the Local Rules, the guidelines of the U.S. Trustee, and standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Raymond James shall be reimbursed for legal fees incurred in connection with this Chapter 11 Case only to the extent permitted under applicable law and the decisions of this Court.

8. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

9. In the event of any inconsistency between the Engagement Letter, the Application, and this Order, this Order shall govern.

10. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order, and during the pendency of this Chapter 11 Case, shall retain exclusive jurisdiction with respect to any proceedings arising from or related to the Engagement Letter.

Exhibit B

Engagement Letter

RAYMOND JAMES®

CONFIDENTIAL

June 9, 2026

Sangamo Therapeutics, Inc.
501 Canal Boulevard
Richmond, California 94804
Attention: Scott B. Willoughby, SVP, Chief Legal Officer & Secretary

This letter agreement (together with all addenda hereto, which are incorporated herein and made a part hereof, this "**Agreement**") sets forth the terms pursuant to which ***Sangamo Therapeutics, Inc.*** (as more fully defined below, the "**Company**" or "**you**") hereby retains ***Raymond James & Associates, Inc.*** (including any of its Affiliates assisting in executing this engagement, "**Raymond James**," "**we**" or "**us**" and, together with the Company, each a "**Party**" and collectively, the "**Parties**") to provide the Company with the strategic advisory services delineated in Section 1(a) below relating to any possible *Transaction* (as defined below), including the terms of any such services provided by Raymond James before the date of this Agreement. For purposes of this Agreement, (i) capitalized terms not defined in the enumerated *Sections* below shall having the meanings set forth in Addendum B hereto, and (ii) the terms "*date of this Agreement*" and "*date hereof*" mean the date first written above.

1. **Investment Banking Advisory Services** –

(a) ***Company Engagement of Raymond James; Services***: The Company hereby engages Raymond James as its sole and exclusive financial advisor during the Term regarding a potential Transaction. During the Term, Raymond James agrees to provide the following services as reasonably requested by the Company (the "**Services**"):

(i) review and analyze the Company's business, operations, properties and financial condition;

(ii) evaluate the Company's debt capacity and advise the Company generally on the following in connection with any Financing Transaction: (A) appropriate investment structuring alternatives, (B) an appropriate capital structure, and (C) available financings that meet the foregoing parameters;

(iii) assist the Company in identifying Counterparties that Raymond James, after consultation with the Company's management, believes meet certain industry, financial, and strategic criteria;

(iv) provide marketing and drafting input on Company Materials being prepared by Company management;

(v) within its area of expertise, advise on the business components of Transaction documentation;

(vi) with the prior written consent by the Company, contact prospective Counterparties on behalf of the Company;

(vii) advise the Company as to potential Business Combination Transactions;

(viii) as and if applicable, advise the Company on tactics and strategies for negotiating with holders of Company securities, debt, and/or other claims of the Company (collectively, "**Stakeholders**");

(ix) advise the Company on the timing, nature and terms of any new Company securities, other considerations or other inducements to be offered to its Stakeholders in connection with any Restructuring Transaction;

(x) assist and advise the Company generally on potential alternatives and strategies for any given Transaction;

(xi) participate in the meetings of the Company's Governing Authority as determined by the Company to be appropriate, and, upon request, provide periodic status reports and advice to the Governing Authority with respect to matters falling within the scope of Raymond James's engagement hereunder; *and*

(xii) assist the Company in negotiating and structuring a Transaction.

(b) ***Raymond James Exclusivity***: The Parties acknowledge and agree that, during the Term, the Company will not directly negotiate or consummate any Transaction without Raymond James's knowledge or involvement.

(c) ***Company Cooperation***: The Company will, as Raymond James may request, provide the necessary assistance, participation, and information reasonably required at all steps and will cause management to be reasonably available and furnish, and cause management to furnish, Raymond James such information, data and cooperation relating to the Company and any potential or actual Transaction, as Raymond James may request, including, but not limited to, providing assistance, participation and cooperation in disseminating Company Materials and participation in conference calls, meetings and other communications with Counterparties and their advisors and representatives. Further, Company will be available, upon request, to answer reasonable inquiries from prospective Counterparties.

(d) ***Company Sharing of All Third Party Inquiries***: During the Term, the Company will promptly furnish to Raymond James the names and contact information of all prospective Counterparties with which the Company or, to the Company's actual knowledge, any of the *Company-Related Parties* (as defined below), had during the twelve (12)-month period before the date of this Agreement or has during the Term discussions or contacts concerning a potential Transaction involving the Company, including, to the extent available, copies of any written inquiries, offers or proposals regarding a potential Transaction communicated by any such prospective Counterparties. If, during the Term, the Company or, to the Company's

knowledge, any of the Company-Related Parties receives any inquiry or offer from any third party concerning a potential Transaction, the Company will refer all such inquiries or offers to Raymond James and promptly provide Raymond James with the names and contact information of all inquirers or offerors. "**Company-Related Parties**" means the Company's securityholders, directors, officers, managers, representatives and other advisors. During the Term, the Company will keep Raymond James promptly apprised of any Transaction negotiations or consummation occurring without Raymond James's direct involvement.

(e) ***Setting of Terms of Financing Transaction***: The terms and conditions of any Financing Transaction will be determined by the Company in consultation with Raymond James before such Financing Transaction is presented to Counterparties, subject to prevailing market conditions and the outcome of Raymond James's due diligence of the Company. The terms and conditions governing any Financing Transaction, including usual and customary indemnification provisions and closing conditions, will be set forth in the Definitive Agreement regarding such Financing Transaction. This Agreement does not obligate either the Company or Raymond James to enter into any Definitive Agreement or otherwise proceed with any Financing Transaction.

(f) ***Company Materials***: The Company is solely responsible for the Company Materials. The Company will amend and supplement such Company Materials as required in order to include information concerning Raymond James and/or its activities hereunder with respect to a potential Transaction that is provided by Raymond James to the Company in writing expressly for inclusion in such Company Materials.

(g) ***Excluded Services***: Raymond James will not provide any legal, accounting, regulatory, appraisal or tax advice and will rely upon the Company and its other advisors for all such advice, nor will Raymond James render any formal opinion as to any Transaction. Without limiting the forgoing sentence, if the Company requests assistance in negotiating NDAs with Counterparties, Raymond James will, as requested by the Company, coordinate and facilitate obtaining such NDAs, with the Company and its counsel being solely responsible for negotiating such NDAs. If the Company requests that Raymond James provide any services other than those expressly set out in Section 1(a), the Parties will enter into an additional written agreement that will set forth the nature and scope of such services, appropriate compensation and other customary matters, as mutually agreed between the Parties.

(h) ***No Raymond James Capital Commitment; Limitations of Raymond James Services***: The execution of this Agreement does not constitute a commitment or obligation by Raymond James to purchase any securities of or interests in the Company or to extend or arrange any financing to the Company. The Company expressly acknowledges that Raymond James does not guarantee, warrant or otherwise provide assurance that the Company will be able to consummate any Transaction or achieve any other result. This Agreement and the engagement and obligations of Raymond James thereunder are contingent upon Raymond James's continued review and satisfaction with business and operations of the Company during the engagement period and approval of all of its internal committees.

(i) ***Parameters and Limitations of Raymond James Engagement***: Without limiting the generality of any portion of this Section 1, the Company acknowledges and agrees that: (i) Raymond James is acting exclusively as the financial advisor to the Company and will take instructions only from the Company; (ii) Raymond James will not handle, custody or transmit any Company securities, Proceeds or Transaction-related documentation such as Definitive Agreement(s) between the Company and any Counterparty; (iii) Raymond James will not be acting on behalf of or taking directions from any Counterparty with respect to any Transaction; and (iv) the Company will use commercially reasonable efforts to cause any Definitive Agreement to include representations and warranties from any Counterparty thereto that: Raymond James is working solely for and at the direction of the Company, with Raymond James being a third-party beneficiary of such representations and warranties.

(j) ***Potential Bankruptcy Matters***: In the event the Company becomes a debtor in a case under the Bankruptcy Code, the Company will file an application to retain Raymond James and use best efforts to have it heard at the "second day" hearing. Such application will seek authorization from the bankruptcy court having jurisdiction over any Chapter 11 case commenced by the Company (the "**Bankruptcy Court**") to retain Raymond James pursuant to (and subject to the standard of review of) Section 328(a) of the Bankruptcy Code, *nunc pro tunc* to the date on which the Company files its bankruptcy case, in accordance with the terms hereof and Addendum A hereto and not subject to any other standard or review under Section 330 of the Bankruptcy Code. The Company will supply Raymond James with a draft of such application and any proposed order authorizing Raymond James's retention sufficiently in advance of their filing to enable Raymond James and its counsel to review and comment thereon. Services under this Agreement will be subject to the entry of a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition (the "**Retention Order**") approving the retention of Raymond James and this Agreement under Section 328(a) of the Bankruptcy Code, and Raymond James will not be required to perform any services in a Chapter 11 bankruptcy case pursuant to this Agreement until the entry of the Retention Order. In any event, the Retention Order must be acceptable to Raymond James in all respects. In addition, the Company must include, and obtain Bankruptcy Court approval of, a carveout from liens (including replacement liens) or administrative expense claims (superpriority or otherwise) in all financing or cash collateral orders to pay any Transaction Fee(s) or expenses of Raymond James prior to and ahead of any pre- or post-bankruptcy indebtedness in any circumstance. If the Retention Order or carveout are not obtained (or is later terminated or set aside for any reason), Raymond James may terminate this Agreement and the Company will reimburse Raymond James for all professional fees and documented,

reasonable out of pocket expenses reasonably incurred prior to such date of termination, unless prohibited from doing so by Applicable Law and/or the Bankruptcy Court.

(k) ***Anti-Money Laundering (AML) and Customer Due Diligence (CDD) Compliance***: U.S. federal laws and regulations require Raymond James to collect certain identification elements and perform related screening (the "**AML/CDD Search Process**") before accepting an investment banking engagement. Accordingly, upon the Company's execution and delivery of this Agreement, the Company shall deliver to Raymond James a completed and signed form (the "**AML/CDD Form**"), together with all applicable supporting documentation requested in the Form. After conducting the AML/CDD Search Process, Raymond James shall promptly notify the Company in writing if Raymond James determines (in its sole discretion) that it cannot provide the Services. In such event, this Agreement and our engagement with the Company shall be void and of no force or effect ab initio. The Parties acknowledge and agree that (i) the effectiveness of this Agreement is contingent upon Raymond James's receipt of the AML/CDD Form and Raymond James's satisfactory completion in its reasonable determination of the AML/CDD Search Process and (ii) Raymond James shall not be responsible for any losses or damages (including without limitation lost opportunities) that may result if this Agreement and our engagement hereunder are terminated for the Company's or its beneficial owners' failure to provide aforementioned AML/CDD Form or other required information or documentation upon request.

2. **Fees –** In consideration of Raymond James's agreement to provide the Services, the Company will pay Raymond James as set forth in this Section 2:

(a) **Monthly Advisory Fees and Database Expense Amount:** Commencing upon the date of this Agreement and on the first business day of every month thereafter, the Company will pay Raymond James a non-refundable cash retainer of $100,000 for each of the first two (2) months following the date of this Agreement and $75,000 for each month thereafter (each a "**Monthly Advisory Fee**"). Additionally, the Company will pay Raymond James a flat expense charge of $1,000 on the date here for Raymond James's access to electronic financial databases pertinent to this engagement.

(b) **Transaction Fees –**

Each time prior to the expiration of the Tail Period that *either*: any Transaction Closes, *or* any Transaction Documentation is executed and delivered and the Transaction referred to therein subsequently Closes (regardless of when such Closing occurs), *or* in the case of a Restructuring Transaction, any amendment to or other changes in the instruments or terms pursuant to which any Existing Obligations were issued or entered into become effective, *then* the Company will pay Raymond James a non-refundable cash transaction fee, as a cost of such Transaction (a "**Transaction Fee**"), as follows, depending on the type of Transaction. For clarity, the Parties acknowledge and agree that, in consideration of Raymond James's agreement to provide the Services for Transaction Fees that are contingent upon Closings, Raymond James will be paid in accordance with and subject to the terms and conditions of this Section 2 regardless of whether the Company or Raymond James actually procured the Counterparty or the Definitive Agreement.

Financing Fee(s): The Transaction Fee for each Financing Transaction (a "**Financing Fee**") will be equal to the sum of (1) two percent (2.0%) of the Proceeds of any Debt Instruments, and (2) six percent (6.0%) of the Proceeds of any Equity-Equivalents; provided, however, that, to the extent the Financing Transaction includes an uncommitted accordion or similar credit feature, the Financing Fee for such accordion or similar feature will be payable upon the Commitment of such credit facility or its funding irrespective of the date of such Commitment or funding. Notwithstanding anything to the contrary herein, the Proceeds on which any Financing Fee is calculated will exclude any Capital, Debt Instruments or Equity-Equivalents provided to the Company by Eli Lilly or any of its Affiliates ("**Lilly**") in connection with the potential DIP financing described in the term sheet dated May 27, 2026 and as may be fully and finally negotiated between the Company and Lilly such that no Financing Fee will be payable to Raymond James as a result of any Financing Transaction between the Company and Lilly unless otherwise agreed to between the Company and Raymond James in writing. The Parties agree that the applicable Financing Fee will be paid by the Company to Raymond James: (i) upon any initial Closing; and (ii) if there is more than one Closing pursuant to one and the same Definitive Agreement, at each subsequent Closing (whenever occurring), in each case, time being '*of the essence*'.

Restructuring Fee: The Transaction Fee for a Restructuring Transaction (a "**Restructuring Fee**") will be equal to $2,500,000, which will be paid to Raymond James upon the Closing of any Restructuring Transaction (time being '*of the essence*').

Business Combination Transaction Fee: The Transaction Fee for a Business Combination Transaction (a "**BCT Fee**") will be the greater of (x) $1,500,000 and (y) an amount based upon the *BCT Enterprise Value* (as defined in Addendum C hereto, aka "*BCT EV*"), pursuant to the following schedule, payable upon the Closing of such BCT, time being '*of the essence*':

BCT Enterprise Value	Transaction Fee
equal to or less than $50,000,000	$1,500,000 (such sum, the "**Tier 1 Fee**")
greater than $50,000,000 and less than or equal to $80,000,000	sum of (a) Tier 1 Fee plus (b) 3.0% of the incremental BCT EV in excess of $50,000,000 and less than or equal to $80,000,000 (such sum, the "**Tier 2 Fee**")
greater than $80,000,000	sum of (a) Tier 2 Fee plus (b) 4.0% of the incremental BCT EV in excess of $80,000,000 (such sum, the "**Tier 3 Fee**")

For the avoidance of doubt, if a Business Combination Transaction is effected through a single Transaction, the BCT Fee shall be calculated by reference to the BCT EV of such Transaction. If, however, a Business Combination Transaction is effected through two or more Transactions, whether entered into or Closed simultaneously or sequentially, then the BCT Fee shall be calculated on a cumulative basis by reference to the aggregate BCT EV of all such Transactions.

Alternative Transaction Fee(s): The Transaction Fee for each Alternative Transaction (an "**Alternative Transaction Fee**") shall be $1,500,000, payable upon the Closing of such Alternative Transaction, time being "of the essence". Notwithstanding the foregoing, if one or more Alternative Transactions, together with any previously entered into or Closed Alternative Transactions or other Transactions, collectively constitute a Business Combination Transaction, then such Transactions shall be treated for fee purposes in accordance with the cumulative Business Combination Transaction Fee provisions above. In such case, any Alternative Transaction Fee previously paid to Raymond James shall be credited against the cumulative Transaction Fee payable to Raymond James, but the characterization of any prior Transaction as an Alternative Transaction shall not limit, reduce or otherwise impair Raymond James's right to receive any incremental amount payable under the cumulative Business Combination Transaction Fee provisions.

(c) ***Transaction Qualifying Under Multiple Definitions / Transaction Fees on Multiple Transactions***:

(i) If a single Transaction hereunder qualifies as more than one type of Transaction, then (A) only one Transaction Fee shall be payable in connection therewith, and (B) such Transaction Fee shall be the largest of whatever amount is calculated under each of such Transactions.

(ii) Subject to the preceding clause (i) while limited by the *provisos* below, if there are multiple, discrete, separate Transactions hereunder (whether Closed simultaneously or at different times), a separate Transaction Fee shall be payable in connection with each separate Transaction regardless of whether it meets the same definition of any other Transaction being Closed; *provided*, *however*, that the Parties acknowledge that there can be only one BCT and only one BCT Fee; *provided*, *further*, that, if the multiple, separate Transactions are a *Restructuring Transaction* and a *Business Combination Transaction*, then only the larger one of the Transaction Fees with respect thereto shall be due and payable.

(d) ***Fee-Related Status Updates***: During the Term and thereafter, the Company will promptly inform Raymond James of (as applicable) the signing of any Transaction Documentation with respect to which a Transaction Fee could be payable upon a Closing and the scheduling of any Closing at which a Transaction Fee would be payable.

3. **Reimbursement of Expenses; Company's Professional Fees —** Regardless of whether a Transaction is consummated, and without limiting the Company's separate payment and reimbursement obligations set forth elsewhere in this Agreement (including pursuant to Sections 5 and 9(d) and Addendum A hereto), the Company will reimburse Raymond James, upon the earlier of (a) thirty (30) days from the Company's receipt of an invoice from Raymond James or (b) any Closing, for all reasonable, documented out-of-pocket expenses (including, without limitation, the documented, reasonable fees and disbursements of its outside legal counsel other than those arising with respect to the preparation of this Agreement) reasonably incurred by Raymond James in connection with performing the Services pursuant to this Agreement ("**Expenses**"), *provided*, that if aggregate amount of reimbursable expenses pursuant to this section 3 are expected to exceed $50,000, Raymond James agrees to provide the Company with advance written notice prior to submitting any expenses in excess of that amount. The Company will also bear all of its own costs it incurs in connection with any Financing, including, without limitation, the Company's legal and accounting fees and disbursements, the costs of reproducing any Company Materials, fees or charges from outside counsel (including special counsel, if any, for drafting NDAs with Counterparties, whether engaged by the Company or through arrangements via Raymond James), and any due diligence data room costs.

4. **Term —** The term of this Agreement (the "**Term**") will commence on the date of this Agreement and will continue (and will not terminate, expire or be deemed completed) until terminated (a "**Termination**") by either Party upon thirty (30) days' prior written notice delivered to the designated person(s) at the other Party indicated in Section 9(i) below (with documentary or digital proof of receipt required, a "**Termination Notice**"). *For clarity*, (i) there shall never be any oral, constructive, implied or circumstantial form of termination of this Agreement or of Raymond James's engagement hereunder, and (ii) a Termination Notice must expressly refer to the termination of this Agreement, and any instruction (written or oral) by the Company to Raymond James to cease any process for a specific Transaction or for all Transactions generally shall, absent a specific reference to the termination of this

Agreement, not be construed as a Termination. Sections 2 through 9 of this Agreement, and Addendum A attached to this Agreement will survive any Termination.

5. **Indemnification —** In consideration of Raymond James signing this Agreement and agreeing to perform Services pursuant to this Agreement, the Company shall execute and perform the indemnification obligations as provided in Addendum A hereto (which is hereby incorporated into this Agreement and made a part hereof). The *RJ Parties* (as defined in Addendum A hereto) and their respective successors and assigns are, as to this Section 5 and Addendum A, intended third-party beneficiaries and may directly enforce their rights under this Agreement (including any addenda or schedules attached hereto) against the Company, any other person or entity that falls within the definition of "*Company*" and/or their respective successors and assigns.

6. **Securities Matters –** Neither the offer or sale, pursuant to any Transaction, of any instrument defined as a "security" under Section 2(a)(1) of the Securities Act of 1933, as amended (the "**Securities Act**"), has been or will be registered with the U.S. Securities and Exchange Commission. Any such securities are to be offered for sale, and sold in reliance upon, the exemption from registration requirements provided by Section 4(a)(2) of the Securities Act and applicable regulations under the Securities Act. The Company will be responsible for any and all compliance with the securities laws applicable to it, including Section 4(a)(2) of the Securities Act and, unless otherwise agreed in writing, all state securities ("blue sky") laws. The Company will conduct any offering or sale of such Securities in compliance with the securities laws applicable to it, including Section 4(a)(2) the Securities Act, and the Company will file all appropriate notices of such offering with any applicable governmental or regulatory body. Raymond James agrees to cooperate with counsel to the Company in that regard.

7. **Confidentiality –** Raymond James agrees to use all confidential and proprietary information provided to it by or on behalf of the Company hereunder ("**Confidential Information**") solely for the purpose of providing the Services that are the subject of this Agreement and negotiating the terms thereof and to treat all such information confidentially; *provided*, *however*, that nothing herein will prevent Raymond James from (a) sharing such information with its directors, officers, employees, attorneys, representatives or potential financing parties, which includes any Affiliate or other entity that Raymond James may in good faith propose to the Company or a potential Transaction counterparty as a potential financing source with respect to any potential Transaction with or involving the Company, or (b) disclosing such information pursuant to the order of any court or administrative agency, or pursuant to the order or request from any regulatory body with jurisdiction over Raymond James. Notwithstanding the foregoing, such confidential and proprietary information does not include any information: (i) that was already in the possession of Raymond James or any or its representatives, or was available to Raymond James or any of its representatives on a non-confidential basis, prior to the disclosure to Raymond James or such representatives; (ii) obtained by Raymond James or any of its representatives from a third party which, insofar as is known by Raymond James or such representatives, is not subject to any prohibition against disclosure; (iii) which was or is independently developed by Raymond James or any of its representatives without violating any confidentiality obligation under this Section 7; or (iv) which was or becomes generally available to the public through no breach of this Section 7 by Raymond James. Upon written request by the Company, Raymond James will destroy or return all copies of Confidential Information of the Company. Such return or destruction shall not include, however, any metadata that may remain on Raymond James's computer equipment after deletion of applicable files, records, and data formats. Notwithstanding the foregoing, Raymond James may retain Confidential Information as needed to satisfy the requirements of any law, rule or regulation or as part of an automated electronic archive, backup and/or recovery system. The provisions of this Section 7 will automatically terminate one (1) year following the earlier of the completion of the Transaction or any Termination hereof. This Agreement supersedes any other agreement regarding confidentiality that may have been previously entered into between the Parties.

8. **Publicity –** Following the Closing or public announcement or disclosure thereof in any initial press release or other similar announcement by the Company regarding such Transaction, Raymond James will have the right, at its expense, to publicize Raymond James's role as investment banking advisor to the Company with respect to such Transaction (including in customary "tombstone" announcements or other advertisements in financial and other newspapers and journals and marketing materials), and the Company agrees that Raymond James may use the Company's logo or other identifying marks in any such publicity. The Company will not publish, refer to, describe or characterize Raymond James's engagement under this Agreement or the terms of this Agreement, or the advice provided to the Company by Raymond James, without the prior written approval of Raymond James in each instance, *provided* that in any initial press release or other similar announcement by the Company regarding such Transaction, the Company shall include in such press release or announcement a reference to Raymond James's role as investment banking advisor to the Company with respect to such Transaction, which reference shall be subject to Raymond James's prior written approval (email sufficing), which approval shall not be unreasonably withheld, conditioned or delayed.

9. **Miscellaneous** –

(a) ***Governing Law; Arbitration; Jury Trial Waiver***: This Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to (i) this Agreement, (ii) the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation, warranty or covenant made in, or in connection with, this Agreement or as an inducement to enter into this Agreement), or (iii) the nature of the relationship of the Parties, shall be governed by, construed and enforced in accordance with, the internal laws of the State of New York (including its statutes of limitations), without regard to conflicts of laws principles of New

York or of any other jurisdiction that would require the application of the laws of another jurisdiction; *provided* that, in instances where New York law conflicts with the Federal Arbitration Act (the "**FAA**"), the FAA shall govern.

Except as expressly set forth in Addendum A attached to this Agreement, all claims arising out of the interpretation, application or enforcement, or otherwise relating to the subject matter, of this Agreement, including, without limitation, any breach of this Agreement, will be settled by final and binding arbitration administered by the American Arbitration Association (the "**AAA**") in accordance with the then-prevailing AAA Commercial Rules before a panel of three (3) arbitrators selected by the Parties, with all arbitration hearings to be held in New York County, New York. The decision of the arbitrators will be binding on Parties and may be entered and enforced in any court of competent jurisdiction by either Party. The arbitration will be pursued and brought to conclusion as rapidly as is possible.

Any court action to enforce or interpret either any arbitration matters or Addendum A shall be submitted to the exclusive jurisdiction of the Commercial Division, New York County, New York State Supreme Court (the "**Commercial Division**"), and to the application of the Commercial Division's accelerated procedures; *provided* that, if such action does not meet the requirements to be heard in the Commercial Division, such action shall be brought exclusively either in the courts of (i) the State of New York, County of New York, or (ii) if it has or can acquire jurisdiction, in the United States District Court for the Southern District of New York, and each Party irrevocably submits to the exclusive jurisdiction of each such court in any such action, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any such action will be heard and determined only in any such court, and agrees not to bring any such action in any other court, and the Parties agree that (x) either or both of them may file a copy of this subparagraph with any court as written evidence of the knowing, voluntary, and bargained agreement between the Parties to irrevocably waive any objections to venue or to convenience of forum, and (y) process in any action may be served on either Party anywhere in the world.

TO THE EXTENT PERMITTED BY LAW, EACH OF RAYMOND JAMES AND THE COMPANY VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE ENGAGEMENT OF RAYMOND JAMES PURSUANT TO, OR THE PERFORMANCE BY RAYMOND JAMES OF, THE SERVICES.

(b) ***Reliance on Company Information***: The Company recognizes and confirms that Raymond James, in the performance of the Services: (i) may rely upon such information received from the Company, Counterparties or their respective advisors, without independent verification by Raymond James; and (ii) does not assume responsibility for the accuracy or completeness of any publicly available information or such information received from the Company, Counterparties or their respective advisors, whether or not Raymond James makes an independent verification of such information, and does not have any obligation to conduct any evaluation or appraisal of the assets or liabilities of the Company or any other party; and (iii) will assume that any financial projections or forecasts (including cost savings or synergies) that may be furnished by or to, or discussed with, the Company or its representatives have been reasonably prepared and reflect the best then currently available estimates and judgments of the Company's management.

(c) ***Confidentiality / Non-Disclosure of RJ Materials***: All analyses, reports, and related materials (the "**RJ Materials**") that Raymond James will provide under this Agreement are proprietary to Raymond James and for the exclusive use of the Governing Authority for the sole purpose of evaluating a potential Transaction. Without the prior written consent of Raymond James (which shall not be unreasonably withheld, delayed or conditioned), the Company may not disclose any RJ Materials other than (i) to the Company's management and Governing Authority, (ii) to the Company's attorneys and other professional advisors in respect of a potential Transaction, or (iii) as required under Applicable Law (*provided* that, to the extent permitted under Applicable Law, the Company provides Raymond James with reasonable prior written notice of such disclosure under Applicable Law so that Raymond James may, in its sole discretion, seek a protective order or other relief from such disclosure).

(d) ***Reimbursement of Proceedings Expenses***: If Raymond James is legally required or requested by the Company or its counsel to render services in any pending or threatened proceeding (including, but not limited to, producing documents, answering interrogatories or providing testimony), the Company will pay Raymond James's then current reasonable hourly rates for the persons involved for the time expended in rendering such services, including, but not limited to, time for meetings, conferences, preparation and travel, and all related documented, reasonable out-of-pocket expenses (including, without limitation, the reasonable fees and expenses of Raymond James's outside legal counsel incurred in connection with such services).

(e) ***RJ as Comprehensive Financial Institution***: The Company acknowledges and agrees that Raymond James and its parent company and Affiliated entities are a comprehensive, international financial services firm involved in a wide range of commercial banking, investment banking and other activities (including investment management, corporate finance and securities issuing, trading and research) for their own account and otherwise. Raymond James and its Affiliates may have interests that differ from the Company's interests. Raymond James and its Affiliates have no duty to disclose to the Company, or use for the Company's benefit, any information acquired in the course of providing services to any other party, engaging in any transaction or carrying on any other businesses. Raymond James's employees, officers, partners and Affiliates may at any time own the Company's securities or those of any other entity involved in any transaction contemplated by this Agreement. Raymond James recognizes its obligations under applicable securities laws in connection with the purchase and

sale of such securities. The Company further acknowledges that, (i) prior to the date of this Agreement and in the ordinary course of business, Raymond James investment banking personnel (which may include investment banking personnel providing services to the Company under this Agreement) may have from time to time held discussions with and provided information to a party which thereafter becomes categorized as an "*Counterparty*" hereunder regarding various market and strategic matters (including a potential transaction with the Company), and (ii) such information and the content of such discussions between Raymond James and such party may be used or relied upon by such party (in its subsequent status as a Counterparty hereunder) in connection with its determinations in respect of a Transaction with the Company.

(f) ***Binding on Successors and Assigns***: This Agreement (including any addenda or schedules attached to this Agreement) is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Without limiting the generality of the foregoing, following any Closing of a BCT, the Company's obligations under this Agreement (including without limitation Addendum A hereto) will become the obligations of any successor entity resulting from such BCT.

(g) ***Restrictions on Company Assignment***: The Company agrees not to assign or delegate this Agreement in whole or in part without Raymond James's prior written consent (which shall not be unreasonably withheld, delayed or conditioned), and any attempted assignment or delegation without such prior written consent will be voidable at Raymond James's sole and absolute discretion.

(h) ***Entire Agreement***: This Agreement (and any addenda or schedules attached to this Agreement) constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes any prior agreements or understandings, written or oral, between them. Any modification or amendment to this Agreement or any waiver of any rights or remedies by any Party must be set forth in writing, fully executed by the Parties and delivered to the other Party.

(i) ***Notices***: Any notice called for hereunder shall be sent to the respective Parties as follows: if to the Company: Sangamo Therapeutics, Inc.; 501 Canal Boulevard, Richmond, California 94804; Attn: Scott B. Willoughby, SVP, Chief Legal Officer & Secretary; email: SWilloughby@sangamo.com; if to Raymond James: Raymond James & Associates, Inc.; 320 Park Avenue, 12th Floor, New York, NY 10022; Attn: General Counsel, Investment Banking; email: GEIBlegal@raymondjames.com.

(j) ***No Fiduciary; Independent Contractor***: The Company acknowledges and agrees that Raymond James has been engaged solely as an investment banking advisor to the Company with respect to a possible Transaction, and no fiduciary, agency or similar relationship has been created in respect of any Transaction or the Services provided to the Company or any other party, regardless of whether Raymond James or any of its Affiliates has advised or is advising the Company on any other matters. In connection with this engagement, Raymond James is acting as an independent contractor, with the only rights and obligations between Parties as set forth in this Agreement. The Services provided by Raymond James are solely for the benefit of the Company and are not intended to, nor will they be deemed or construed to, create any duty toward or confer any rights upon any persons or entities not a Party (including, without limitation, securityholders (in their capacities as such), employees or creditors of the Company or any Counterparty) as against Raymond James or its Affiliates or their respective directors, officers, agents and employees.

(k) ***Duly Authorized; No Company Conflicts***: Each Party hereby represents to the other that (i) the execution and delivery of this Agreement and the performance by such Party of its obligations hereunder have been duly and validly authorized by such Party, and (ii) this Agreement has been duly executed and delivered by such Party and constitutes the valid and legally binding agreement of such Party, enforceable against such Party in accordance with its terms. The Company further represents and warrants that (x) neither the entry into this Agreement nor the consummation of any Transaction shall trigger the payment of a fee by the Company to any third party and (y) in the event that the Company files for Chapter 11 relief, the Company is not a party to or bound by agreement, understanding or arrangement with any other person which would prevent the Company's ability to enter into this Agreement or perform its obligations hereunder, except to the extent the Company has previously disclosed to Raymond James the existence of another agreement that could make the representation set forth herein untrue. The Company shall continue to use its best efforts to terminate any such other agreement that could violate the representations set forth herein. .

(l) ***Construction; Severance***: This Agreement has been reviewed by the signatories hereto and their counsel. There will be no construction of any provision against either Party because such provision was drafted by such Party, and the Parties waive any statute or rule of law to such effect. If any provision of this Agreement is determined by a court or arbitration panel having jurisdiction to be unenforceable to any extent, the rest of that provision (if applicable) and the balance of this Agreement will remain enforceable to the fullest extent permitted by law.

(m) ***"Written" Notice Deliverable by Email***: Any reference herein to a notice, consent, communication, approval or the like being "*in writing*" or "*written*" shall include delivery via email unless expressly required otherwise.

(n) ***U.S. Currency Requirement***: All amounts payable under this Agreement are denominated in U.S. dollars and will be paid in U.S. dollars via wire transfer of immediately available funds in accordance with instructions set forth in Raymond James's invoice. All amounts payable under this Agreement will be paid without set-off and without deduction for any withholding, value-added or other similar taxes, charges, fees or assessments. Where any such amounts are calculated or incurred by

reference to a currency other than U.S. dollars, those amounts will be converted into U.S. dollars at the prevailing mid-market exchange rate on the payment date according to XE (http://www.xe.com), or if such date is not a business day, the first business day prior to the relevant payment date.

(o) ***Collection Costs***: Without limiting any other provision of this Agreement, in the event any amount, including, but not limited to, the Transaction Fee(s), is not paid in full to Raymond James when due and payable hereunder, then cash interest calculated at the pre-judgment contract breach interest rate under New York law (as set forth in NY CPLR §§5001(a) and 5004) will be due, earned and fully payable on any such unpaid amount at the time such amount is due and continuing until such time as such amount is paid in full. The Company will reimburse Raymond James for any and all costs Raymond James may incur in collection efforts regarding all amounts payable under this Agreement, including, but not limited to, reasonable attorney's fees and costs of collection.

(p) ***Record-Keeping Compliance***: In order to comply with its books and records requirements under applicable securities laws, rules and regulations (including (FINRA rules), Raymond James may, subject to compliance with Applicable Law, capture and retain copies of written communications with or by the Company (including mail, emails, texts or similar electronic communications, or documentation of meetings). The Company agrees that Raymond James may deliver copies of such written communications to any court or competent authority. Raymond James will keep or cause to be kept records in relation to the Services provided under these terms of business in accordance with Applicable Law.

This Agreement may be executed in one or more counterparts and delivered by electronic transmission, and each such counterpart shall be an original and all of which shall together constitute one and the same instrument.

RAYMOND JAMES & ASSOCIATES, INC.

By: Geoffrey Richards
Electronically signed by: Geoffrey Richards
Reason: I approve this document
Date: 09-Jun-2026 19:46:24 EDT

Geoffrey Richards, Sr. Managing Director – Investment Banking

09-Jun-2026
Signature Date

AGREED AND ACCEPTED:

SANGAMO THERAPEUTICS, INC.

By: Scott B. Willoughby
Electronically signed by: Scott Willoughby
Reason: I approve this document
Date: 09-Jun-2026 15:33:36 PDT

Scott B. Willoughby, SVP, Chief Legal Officer & Secretary

09-Jun-2026
Signature Date

ADDENDUM A

COMPANY INDEMNIFICATION OF RAYMOND JAMES

The **Company** will indemnify, defend and hold harmless **Raymond James & Associates, Inc.** and **Raymond James Financial, Inc.** (together, "**Raymond James**") and their respective Affiliates, collectively with their and their Affiliates' respective officers, directors, managers, members, partners, securityholders, employees and agents, and each person, if any, who controls Raymond James or any of its Affiliates within the meaning of the Securities Act, or the U.S. Securities Exchange Act of 1934, as amended (collectively, including Raymond James, the "**RJ Parties**" and each individually, an "**RJ Party**"), from and against any and all (a) claims, actions (including securityholder claims or actions, derivative or otherwise), demands, investigations and proceedings, whether or not such claim, action or proceeding is threatened, established, initiated or brought by, or on behalf of, the Company or by any other party, and whether or not any RJ Party is a party (collectively, "**Proceedings**"), and (b) losses, claims, judgments, penalties, fines, charges, damages, taxes, including the fees and expenses of legal counsel to the RJ Parties, and other liabilities of any kind or nature (collectively, "**Losses**") that such RJ Party may suffer or incur that arise out of or in connection with this Agreement, the Services provided under this Agreement, or the exercise of Raymond James's rights under either this Agreement (including enforcing the terms of this Addendum A) or any transaction referred to in this Agreement (each, an "**Indemnified Claim**"), except solely to the extent that any such Indemnified Claim is found, in a final, unappealable judgment by a court of competent jurisdiction (a "**Final Judgment**"), to have resulted primarily from said RJ Party's willful misconduct or gross negligence (other than an action or failure to act undertaken or refrained from being undertaken at the written or express request of or with the written or express consent of the Company) (an "**Excluded Act**").

No RJ Party will have any liability to the Company, its securityholders, officers, directors/managers or creditors (collectively, including the Company, "**Company Parties**"), or any other person, by reason of or in connection with this Agreement, the Services, or the exercise of Raymond James's rights under either this Agreement (including enforcing the terms of this Addendum A) or any transaction referred to in this Agreement, whether such Losses arise under any statute, common law, contract, tort or otherwise, except solely to the extent that any such Losses are found in a Final Judgment to have resulted primarily from said RJ Party's Excluded Act. Further, nothing in this Agreement will be construed as rendering Raymond James or any other RJ Party liable, under any circumstances and under any theory of law, to any Company Party or any other person for any indirect, incidental, special, consequential or punitive damages even if Raymond James or any other RJ Party have been advised as to the possibility thereof.

Raymond James or another applicable RJ Party will promptly notify the Company in writing if an RJ Party receives written notice of any Indemnified Claim (*provided* that no failure or delay by Raymond James or such other RJ Party to so notify the Company will relieve the Company from its obligations under this Addendum A, except as and solely to the extent that such failure or delay actually and materially prejudiced the Company). Upon receipt of any such notice from Raymond James or other RJ Party, the Company may, upon delivery of written notice to Raymond James, assume the full defense of such Indemnified Claim (a "**Company Defense Election**"), including the employment of counsel reasonably satisfactory to such RJ Party and the payment of the fees and expenses of such counsel, other than with respect to (x) any Indemnified Claim brought by the Company or (y) any and all Proceedings before any regulatory bodies and/or authorities involving Raymond James ("**RJ Regulatory Proceedings**"). Following a Company Defense Election, while such RJ Party may employ its own counsel and participate in the defense of such Indemnified Claim, the Company will not be required to pay the fees and expenses of such counsel unless the Company has failed to assume the defense and promptly defend such Indemnified Claim using counsel reasonably satisfactory to such RJ Party, or such RJ Party is advised by counsel that a conflict of interest exists or may exist which makes representation of both the Company and such RJ Party by common counsel inappropriate due to differing interests between them.

The Company will reimburse each RJ Party for all documented, reasonable out-of-pocket expenses incurred in connection with an Indemnified Claim as they are incurred; *provided* that, if any such reimbursement is for expenses relating to a Loss that is found in a Final Judgment to have resulted primarily from said RJ Party's Excluded Act, such RJ Party will promptly repay such reimbursed amount to the Company.

If for any reason the foregoing indemnity is unavailable to an RJ Party or is insufficient to fully hold any RJ Party harmless, the Company will contribute to the amount paid or payable by such RJ Party as a result of such unavailability or insufficiency in such proportion as is appropriate to reflect the relative benefits received by and fault of the Company on the one hand, and the relative benefits received by and fault of the RJ Party on the other hand, as well as any relevant equitable considerations. Notwithstanding anything in this Addendum A to the contrary, the aggregate contribution of all of the RJ Parties will not exceed the amount of the fees actually received by Raymond James pursuant to this Agreement.

The Company will not settle, compromise or consent to judgment, or participate in or otherwise facilitate any such settlement, compromise or consent, with respect to any Indemnified Claim without the prior written consent (which shall not be unreasonably withheld, delayed or conditioned) of Raymond James or, if applicable another RJ Party involved in such Indemnified Claim, unless (i) there is no admission of wrongdoing, negligence or improper activity of any kind of or by the applicable RJ Party(ies) in such settlement, compromise or consent, and (ii) there is an unconditional release of all RJ Parties from all liability on claims that are the subject matter of or arise out of such Indemnified Claim, *provided, however*, that, notwithstanding the foregoing, the Company may not control or facilitate any settlement, compromise or consent with respect to any and all RJ Regulatory Proceedings. Raymond James will not settle, compromise or consent to judgment, or participate in or otherwise facilitate any such settlement, compromise or consent, with respect to any Indemnified Claim without the prior written consent of the Company (which shall not be unreasonably withheld, delayed or conditioned). The agreements and obligations set forth in this Addendum A will be in addition to any other rights, remedies or indemnification as to which any RJ Party may have or be entitled at common law or otherwise, and will survive any termination of, or completion of Services under, this Agreement

ADDENDUM B

DEFINITIONS

For purposes of this Agreement, capitalized terms not defined in the enumerated *Sections* above shall having the following meanings:

"**Affiliate**" means, as to any applicable person or entity, any person or entity that exists now or after the date of this Agreement which, directly or indirectly, controls, is under common control with, or is controlled by, the applicable person or entity.

"**Alternative Transaction**" means any transaction or series or combination of transactions outside of the Company's ordinary course of business, other than a BCT, a Financing Transaction or a Restructuring Transaction, with any Counterparty or Counterparty's securityholders or Affiliates, including: a transfer of the type described as a 'BCT' but involving less than 50% of both the voting control and the consolidated FMV of Equity-Equivalents, assets, business, revenue and/or income; a spin-off or split-off; a joint venture; a strategic alliance or partnership, or a licensing agreement or arrangement.

"**Applicable Law**" means any applicable statutes, laws, ordinances, rules, regulations, supervisory guidance, codes, orders, common laws, judgments, authorizations, consents, practices or other requirements of any federal, state, local or foreign or political subdivision thereof, including the federal Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), as amended, and, if applicable, the Canada Anti-SPAM Legislation (S.C. 2010, c. 23), or any regulatory agency (including any self-regulatory organization) with jurisdiction over any Party hereto, or any arbitrator, court or tribunal of competent jurisdiction.

"**Business Combination Transaction**" or "**BCT**" means any possible: (a) merger, reverse merger, consolidation, or other business combination transaction(s) involving the Company (however effectuated and whether executed as one transaction or a series of transactions), and/or (b) sale, transfer, disposition, recapitalization, restructuring, joint venture, or other transaction or series or combination of transactions that, directly or indirectly, has the effect of transferring (i) 50% or more, or an otherwise controlling portion, of the equity of the Company, or (ii) 50% or more of the consolidated fair market value of the assets, business, revenue or income of the Company or any of its divisions, in each case to one or one or more Counterparties (including, without limitation, existing creditors, employees, Affiliates and/or securityholders, and/or by one or more persons or entities acting together with a Counterparty pursuant to a written agreement or otherwise).

"**Closing**" or "**Closes**" means any initial and subsequent closings (i.e., effectiveness of any Commitment and/or funding events, without double-counting) of any Transaction, which, in the case of a Restructuring Transaction, means the date on which any amendment to or other changes in the instruments or terms pursuant to which any Existing Obligations were issued or entered into became effective.

"**Commitment**" means an Counterparty's written contractual commitment to fund Debt Instruments and/or any other transaction out-of-the-ordinary-course to advance material debt fundings to the Company, in each case at or after an initial Closing.

"**Company**" means, each and collectively, (i) Sangamo Therapeutics, Inc., (ii) any of its Affiliates subject to or otherwise involved in a Transaction, and (iii) any special purpose entity formed or used by Sangamo Therapeutics, Inc. to implement a Transaction.

"**Company Materials**" means materials made available to Raymond James and/or Counterparties relating to the Company, its businesses, financial condition, results of operations, prospects and other matters material to its operations (which may include a confidential information memorandum, data room materials, Company management presentation materials, and other materials concerning the Company).

"**Counterparty**" means any person that may participate, directly or indirectly, as an investor, lender or purchaser in any Transaction.

"**Debt Instruments**" means any instruments, documentation and/or Company securities for loans or credit facilities for or on behalf of the Company from any third party, including, without limitation: promissory notes (secured, whether first lien or second lien; unsecured; senior or junior); non-convertible preferred equity; mezzanine debt; sale-lease back financing; uni-tranche financing; bank debt financing; or Company debt securities (whether to raise funds, to refinance, amend or exchange outstanding securities or debt, or any combination thereof).

"**Definitive Agreement**" means any definitive written agreement concerning a Transaction, including without limitation any purchase or subscription agreement, any binding commitment letter, or any other similar definitive agreement(s).

"**Equity-Equivalents**" means (a) any form or class of Company equity interests (including instruments convertible into equity interests, options, warrants, or other rights to acquire Company equity interests), and/or (b) any in-the-money phantom equity or profit interests.

"**Financing Transaction**" means any of the following transactions, arrangements or undertakings (however effectuated) other than a BCT: (i) the issuance of Debt Instruments or Equity-Equivalents; (ii) royalty arrangements, profit sharing and other similar financing transactions; *and/or* (iii) such other financing of any type committed to complete any other Transaction; in each case for or on behalf of the Company (whether to raise funds, refinance outstanding Company securities or exchange Company securities or any combination thereof); *provided* that any such transaction must involve the receipt by the Company of new consideration as opposed to the restructuring, renegotiation, forgiveness, or exchange with or by the holder of any outstanding Debt Instruments or Equity-Equivalents (which, for clarity, would fall under the definition of a Restructuring Transaction).

"**FMV**" means the fair market value of a given asset as determined either according to the terms set forth in the Definitive Agreement governing a Transaction, or, in the absence of such guidance therein, as set by the reasonable written agreement of the Parties based on the financial terms of such Transaction.

"**Governing Authority**" means, alternatively, the Company's governing board, or persons or committee performing in a similar governing capacity.

"**NDA**" means an agreement concerning the non-disclosure and confidentiality of designated information.

"**Proceeds**" in a Financing Transaction means (1) the total of all gross cash or non-cash proceeds in any form (including, but not limited to, cash or securities of any other party to such Financing Transaction, including the exercise price of any options or warrants received by or contributed to the Company) received by the Company and/or any of its selling securityholders at the initial and any Closing of any Financing Transaction, plus (2) in the case of a Financing Transaction involving Debt Instruments, the full amount of any binding Commitments delivered at or prior to a Closing (not just the amount actually drawn or available at such Closing), in each case before the deduction of any fees (including any *Transaction Fees*, as defined in Section 2(a/b) below), expenses (including any *Expenses*, as defined in Section 3 below) or other costs. If such proceeds are not in the form of cash then, for the purpose of calculating the Proceeds, such non-cash consideration shall be valued at its then FMV. For the avoidance of doubt, "*Proceeds*" will include any subsequent increase in Proceeds received by or committed to the Company in an initial or secondary Financing Transaction, during the Term and the Tail Period, whether pursuant to an amendment and/or any accordion, a replacement credit facility, or otherwise, in which any Counterparty participates.

"**Restructuring Transaction**" means any transaction other than a BCT or a Financing Transaction or an Alternative Transaction that constitutes a recapitalization, reorganization, restructuring, sale or transfer (however effectuated) of the Company's existing and potential debt obligations and/or preferred equity (if any, including, without limitation, bank debt, bond debt, trade claims, lease obligations (both on and off balance sheet), partnership interests, membership interests, unfunded pension and retiree medical liabilities, tax claims, litigation claims and other liabilities (collectively, "**Existing Obligations**")), in each case that may be effected, without limitation, through any of the following: a solicitation of waivers and consents from the holders of Existing Obligations; the amendment or renegotiation of terms, conditions or covenants, rescheduling of maturities, change in interest rates, repurchase, settlement, cancellation or forgiveness of Existing Obligations; the conversion of Existing Obligations into equity; an exchange offer involving new securities in exchange for Existing Obligations; or other similar transaction or series of transactions.

"**Tail Period**" means the twelve (12) months following any termination of this Agreement.

"**Transaction**" means any Business Combination Transaction, Alternative Transaction, Financing Transaction, or Restructuring Transaction.

"**Transaction Documentation**" means any of the following: (i) any Commitment letter or subscription agreement signed by a Counterparty; or (ii) when executed by both a Counterparty and the Company, (A) a letter of intent, term sheet or similar documentation setting forth certain key potential financial terms of a Transaction; or (B) a Definitive Agreement.

ADDENDUM C

CALCULATION OF BCT ENTERPRISE VALUE

"**BCT Enterprise Value**" or "**BCT EV**" "means the value of 100% of the Company's operations as a going-concern, as reflected by the financial terms of the BCT as set forth in the Transaction Documentation regardless of how or where the Company and/or the holders of any Equity-Equivalents direct the distribution of sale proceeds, calculated as the sum of the following components (without duplication):

(i) the quotient of (x) all amounts paid or payable, directly or indirectly, to the Company and/or the holders of Equity-Equivalents in connection with the BCT, including, without limitation, amounts paid in the form of Company dividends, capital distributions, redemptions, cash-outs, or partial or liquidating distributions resulting from Company distributions to holders of Equity-Equivalents in connection with a BCT effected other than through a direct purchase and sale of such Equity-Equivalents, consisting of the following, in each case without duplication: the sum of (1) cash or cash equivalents (which, for clarity, includes transaction consideration placed in escrow at Closing and/or otherwise subject to a holdback to secure obligations of the Company and/or its holders of Equity-Equivalents under the Definitive Agreement, if any ("**Escrowed Funds**")); (2) securities and debt instruments (including without limitation 'seller notes' and deferred or installment purchase price arrangements, real or personal property, and all other non-cash consideration (collectively, "**Non-Cash Consideration**"); and (3) transaction consideration in the form of post-Closing payments contractually contingent upon future events, operational performance or conditions other than the mere passage of time (e.g., earn-outs, which for clarity excludes Escrowed Funds) ("**Contingent Consideration**"), divided by (y) the percentage of the Company transferred in such BCT;

plus

(ii) all Company balance sheet liabilities as of the date of Closing representing an obligation for future cash payments other than any (x) trade payable that is either current or less than ninety (90) days past due, or (y) operating lease designated as a capitalized lease under Accounting Standards Codification 842 (ASC 842), in each case to the extent such balance sheet liability either: (1) is expressly assumed by the acquiror in a BCT structured as an acquisition of assets, (2) remains an obligation of the Company at the time of Closing of a BCT structured in any other way, or (3) is repaid, defeased or extinguished from the proceeds paid by the acquiror in connection with or anticipation of a BCT rather than from the unrestricted cash on the Company's balance sheet prior to Closing.

BCT EV shall also include, without duplication of any of the above-described items, BCT consideration payable, directly or indirectly, to any Company stakeholder, including without limitation in the form of retention, change of control, and/or similar bonus or payment arrangements, in each case only to the extent in excess of market amounts for such items.

BCT EV will not be reduced by the BCT Fee or any other costs or expenses of the Company paid or payable in connection with a BCT. If any Transaction Documentation provides that the BCT Fee or any other Company costs or expenses of the type described herein that are paid or payable in connection with the BCT are deducted from the purchase price, then such fees, costs or expenses will be added back to BCT EV for purposes of calculating the BCT Fee. BCT EV will not be adjusted due to any adjustment (increase or decrease) at or after Closing of BCT proceeds provided for in the Definitive Agreement resulting from any correction or "true-up" (increase or decrease) at or after Closing of, respectively, the estimated or final measures as of the Closing of working capital, cash or similar financial measure.

Valuing and Payment of BCT EV Components: For BCT Fee calculation and payment purposes, the components of BCT EV will be valued, and the portions of BCT Fee derived therefrom paid, as follows:

(i) All items comprising BCT EV other than those described in clauses (ii) and (iii) below will be valued at their respective face values, and that portion of the BCT Fee attributable thereto shall be paid at Closing.

(ii) Any form of Non-Cash Consideration will be valued at its FMV as determined at or shortly before the Closing, and that portion of the BCT Fee attributable thereto shall be paid at Closing according to the financial parameters set forth in the Definitive Agreement.

(iii) Contingent Consideration will be valued at or shortly before the Closing at its present value based on a base case of projections developed by the Company in connection with the negotiations with the acquiror regarding the inclusion of Contingent Consideration, applying such discount rate as is reasonably mutually agreed upon in writing by the Parties, and that portion of the BCT Fee attributable thereto shall be paid at such Closing.

Sangamo - RJ Engagement Letter - 09-JUN-2026 - EXECUTION

Final Audit Report 2026-06-09

Created:	2026-06-09
By:	Michael Ceniceros (mceniceros@sangamo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsUM8CZuWBSvcqSIKHZrnSL5FD2FQtZBc
Documents:	Sangamo - RJ Engagement Letter - 09-JUN-2026 - EXECUTION.pdf (12 pages)
Number of Documents:	1
Document page count:	12
Number of supporting files:	0
Supporting files page count:	0

"Sangamo - RJ Engagement Letter - 09-JUN-2026 - EXECUTION" History

Document created by Michael Ceniceros (mceniceros@sangamo.com)
Documents: Sangamo - RJ Engagement Letter - 09-JUN-2026 - EXECUTION.pdf
2026-06-09 - 10:31:24 PM GMT- IP address: 12.190.191.58

Document emailed to geoffrey.richards@raymondjames.com for signature
2026-06-09 - 10:32:10 PM GMT

Document emailed to Scott Willoughby (swilloughby@sangamo.com) for signature
2026-06-09 - 10:32:10 PM GMT

Email viewed by Scott Willoughby (swilloughby@sangamo.com)
2026-06-09 - 10:33:12 PM GMT- IP address: 12.190.191.58

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2026-06-09 - 11:45:37 PM GMT- IP address: 174.61.71.217

Signer geoffrey.richards@raymondjames.com entered name at signing as Geoffrey Richards
2026-06-09 - 11:46:22 PM GMT- IP address: 174.61.71.217

Document e-signed by Geoffrey Richards (geoffrey.richards@raymondjames.com)
Documents: Sangamo - RJ Engagement Letter - 09-JUN-2026 - EXECUTION.pdf
Signing reason: I approve this document
Signature Date: 2026-06-09 - 11:46:24 PM GMT - Time Source: server- IP address: 174.61.71.217 - Signature Appearance Selected: TYPE

Agreement completed.
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Exhibit C

Richards Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DECLARATION OF GEOFFREY RICHARDS IN SUPPORT OF THE APPLICATION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF RAYMOND JAMES & ASSOCIATES, INC. AS INVESTMENT BANKER FOR THE DEBTOR AND DEBTOR IN POSSESSION PURSUANT TO 11 U.S.C. §§ 327(A) AND 328(A), EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN TIME-KEEPING REQUIREMENTS AND (III) GRANTING RELATED RELIEF

I, Geoffrey Richards, hereby declare under penalty of perjury that, to the best of my knowledge and belief, and after reasonable inquiry, the following is true and correct:

1. I am a Senior Managing Director and Co-Head of the Capital Structure Advisory Group at Raymond James & Associates, Inc. ("**Raymond James**"), which has its principal office at 880 Carillon Parkway, St. Petersburg, Florida 33716.

2. I am authorized to make this declaration (this "**Declaration**") on behalf of Raymond James in support of the application (the "**Application**")[2] of the above-captioned debtor and debtor in possession in the Chapter 11 Case (collectively, the "**Debtor**") for an order authorizing the Debtor to retain and employ Raymond James as its investment banker, effective as of the Petition Date, pursuant to the terms and subject to the conditions of the Engagement Letter.

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

[2] Capitalized terms used in this Declaration and not immediately defined have the meanings given to such terms in the Application.

3. Except as otherwise indicated, all statements set forth in this Declaration are based upon: (i) my personal knowledge; (ii) information supplied to me by members of the Debtor's management, my colleagues at Raymond James, or the Debtor's other professionals; (iii) my review of relevant documents; or (iv) my opinion based upon my experience and knowledge of the Debtor's business and financial condition. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration

BACKGROUND AND QUALIFICATIONS

4. Raymond James is a subsidiary of Raymond James Financial, Inc., a publicly traded (NYSE:RJF) full-service global investment banking firm offering investment banking, equity research, wealth management, institutional and private brokerage, and other service offerings to individual and institutional clients. Raymond James Financial, Inc. and its subsidiaries employ over 17,000 individuals in the United States alone, of which over 650 provide investment banking advisory services to firm clients. Since 2019, Raymond James has participated in 1,555 capital raises for its corporate clients, including over 965 M&A buy-side or sell-side advisory assignments

5. Raymond James has a dedicated restructuring investment banking group comprised of more than 25 professionals with extensive experience advising companies, creditors' committees, and other constituents in complex situations involving underperforming or unsuitably capitalized businesses facing difficult financing conditions, liquidity crises, out-of-court restructurings, or bankruptcy proceedings. Investment bankers at Raymond James have advised on, or been involved with, numerous restructuring-related or distressed transactions, both out-of-court and in chapter 11 cases, including, without limitation, sale, restructuring, reorganization, financing, financial opinion, and special advisory transactions.

6. Raymond James's professionals have considerable expertise and experience in providing investment banking services to financially distressed companies and to creditors, purchasers, bondholders, and other constituencies in chapter 11 as well as in out of court proceedings. Representative engagements that investment bankers at Raymond James have led in prior chapter 11 cases and restructurings include: *Crosby Marine Transportation, LLC*, Case No. 26-10678 (MSG) (Bankr. E.D. La.); *Hallmark Financial Services, Inc.,* Case No. 26-80007 (MVL) (Bankr. N.D. Tex.); *Synthego Corp*., Case No. 25-10823 (MFW) (Bankr. D. Del. May 29, 2025); *American Eagle Energy Corporation*, Case No. 15-15073 (KHT) (Bankr. D. Colo.); *American IronHorse Motorcycles, Inc.*, Case No. 08- 40926 (RFN) (Bankr. N.D. Tex.); *ATLS Acquisition, LLC*, Case No. 13-10262 (LSS) (Bankr. D. Del.); *BI-LO, LLC*, Case No. 09-02140 (HB) (Bankr. D.S.C); *Bluestem Brands, Inc.*, Case No. 20-10566 (MFW) (Bankr. D. Del.); *Buccaneer Energy*, Case No. 14-60041 (CML) (Bankr. S.D. Tex.); *Calpine Corporation*, Case No. 05-60200 (CGM) (Bankr. S.D.N.Y.); *CB Holding Corp*., Case No. 10- 13683 (MFW) (Bankr. D. Del.); *CCNG Energy Partners, LP*, Case No. 15-70136 (TMD) (Bankr. W.D. Tex.); *Clarus Therapeutics Holdings, Inc*., Case No. 22-10845 (MFW) (Bankr. D. Del.); *Color Spot Holdings, Inc.*, Case No. 18-11272 (LSS) (Bankr. D. Del.); *Dakota Plains Holdings, Inc.*, Case No. 16-43711 (MER) (Bankr. D. Minn.); *Diamond Glass Companies, Inc.*, Case No. 08-10601 (CSS) (Bankr. D. Del.); *Gateway Ethanol, L.L.C*., Case No. 08-22579 (DLS) (Bankr. D. Kan.); *GIORDANO'S LLC*, Case No. 11-06146 (ERW) (Bankr. N.D. Ill.); *Gritstone Bio Inc.*, Case No. 24-12305 (KBO) (Bankr. D. Del.); *Gulf Fleet Holdings, Inc*., Case No. 10-50713 (JWK) (Bankr. W.D. La.); *Halt Medical, Inc*., Case No. 17-10810 (LSS) (Bankr. D. Del.); *Hipcricket, Inc.*, Case No. 15-10104 (LSS) (Bankr. D. Del.); *HMX Acquisition Corp*., Case No. 12-14300 (MEW) (Bankr. S.D.N.Y.); *Hooper Holmes, Inc.*, Case No. 18-23302 (RDD) (Bankr. S.D.N.Y.); *International Garden Products, Inc*., Case No.

10- 13207 (KJC) (Bankr. D. Del.); *Just One More Restaurant Corp.*, Case No. 19-01947 (FMD) (Bankr. M.D. Fla.); *KeyLime Cove Waterpark, Inc.*, Case No. 09-14418 (KJC) (Bankr. D. Del.); *Loehmann's, Inc*., Case No. 99-01138 (JHW) (Bankr. D. Del.); *LVI Intermediate Holdings, Inc.*, Case No. 20-11413 (KBO) (Bankr. D. Del.); *Max & Erma's, Inc.*, Case No. 09-27807 (JAD) (Bankr. W.D. Pa.); *National Envelope Corporation*, Case No. 10-11891 (BLS) (Bankr. D. Del.); *Personal Communication Devices, LLC*, Case No. 13-74303 (AST) (Bankr. E.D.N.Y.); *Phoenix Payment Systems, Inc.*, Case No. 14-11848 (MFW) (Bankr. D. Del.); *PLx Pharma, Inc*., Case No. 23-10456 (MFW) (Bankr. D. Del.); *Premier Kings, Inc.* Case No. 23-02871 (TOM) (Bankr. N.D. Ala); *Proteus Digital Health, Inc*., Case No. 20-11580 (BLS) (Bankr. D. Del.); *Quanergy Systems, Inc.*, Case No. 22-11305 (CTG) (Bankr. D. Del.); *Renew Energy, LLC*, Case No. 09-10491 (RDM) (Bankr. W.D. Wis.); *Response Genetics, Inc.*, Case No. 15-11663 (LSS) (Bankr. D. Del.); *Robbins Bros. Corporation*, Case No. 09-10708 (PJW) (Bankr. D. Del.); *Santa Fe Gold Corporation,* Case No. 15-11761 (MFW) (Bankr. D. Del.); *SynCardia Systems, Inc*., Case No. 16-11599 (MFW) (Bankr. D. Del.); *SP Newsprint Holding LLC*, Case No. 11-13649 (CSS) (Bankr. D. Del.); and *Teligent, Inc.*, Case No. 21-11332 (BLS) (Bankr. D. Del.).

7. I have more than 25 years of investment banking and restructuring experience. During my career, I have personally led an investment banking team or otherwise been involved in the sale of over 125 companies as a going concern, many of which had been experiencing financial distress. I have provided investment banking expertise and distressed mergers and acquisitions and financing advice to companies, lenders, and investors in both in- and out-of-court restructurings.

8. Prior to joining Raymond James, I was head of North America debt finance and restructuring at Canaccord Genuity Group Inc., head of special situations and restructuring at

William Blair & Company, and a partner in the Kirkland & Ellis LLP restructuring practice. In each role, my primary responsibilities included advising companies and investors in restructuring, distressed mergers and acquisitions, distressed financing, and special situations.

9. In addition, I have taught the class "Corporate Restructuring" at Northwestern Pritzker School of Law as an adjunct professor since 2001.

THE DEBTOR'S RETENTION OF RAYMOND JAMES

10. Since June 2026, Raymond James's professionals have become acquainted with the Debtor's business, capital structure and related matters. Accordingly, Raymond James has relevant experience and expertise regarding the Debtor that will assist Raymond James in providing effective and efficient services in this Chapter 11 Case and thus is well qualified to provide the services required by the Debtor.

11. I lead the Raymond James team assigned to this matter. The Raymond James team spent the early stages of its engagement (i) acquainting itself with the Debtor's business, operations, and finances; (ii) participating in discussions with the Debtor's management and other advisors; (iii) participating in negotiations with potential parties in interest with respect to one or more sale transactions (including, without limitation, debtor-in-possession or exit financing); (iv) assisting the Debtor and its other advisors in preparing for the commencement of this Chapter 11 Case; and (v) assisting the Debtor and its advisors with the ongoing marketing process to maximize the value of its assets and preserve going concern value. As a result, I have become intimately familiar with the Debtor, its operations, and its finances, among other things. In particular, prior to the Petition Date, Raymond James assisted the Debtor in identifying, soliciting, and negotiating with prospective debtor-in-possession lenders, and assisted the Debtor in securing a commitment

for a debtor-in-possession financing facility to provide the Debtor with the postpetition liquidity necessary to fund this Chapter 11 Case.

DISINTERESTEDNESS OF PROFESSIONALS

12. In connection with its proposed retention by the Debtor in this Chapter 11 Case, Raymond James obtained from the Debtor or its representatives the names of individuals and entities that may be parties in interest in the Debtor's Chapter 11 Case (the "**Potential Parties in Interest**"), which parties are listed on **Schedule 1** annexed hereto. Raymond James then compared the names of the Potential Parties in Interest with the names of entities that have entered into investment banking engagement agreements with Raymond James in the last three years. To the extent that this inquiry revealed that any of the Potential Parties in Interest (or their apparent affiliates or entities that Raymond James believes to be affiliates, as the case may be) entered into any such engagement agreements with Raymond James within the last three years, such parties are set forth in **Schedule 2** annexed hereto.

13. To the best of my knowledge and belief, Raymond James's representation of each entity listed on **Schedule 2** (or their apparent affiliates or entities that Raymond James believes to be affiliates, as the case may be) was or is only on matters that are unrelated to the Debtor and its Chapter 11 Case, except as stated herein. Other than as listed on **Schedule 2**, I am unaware of any investment banking engagements of Raymond James by the Potential Parties in Interest within the last three years.

14. Given the size of the firm and the breadth of Raymond James's client base, it is possible that Raymond James may now or in the future be retained by one or more of the Potential Parties in Interest in unrelated matters without my knowledge. To the extent that Raymond James discovers any, or enters into any new, material relationship with Potential Parties in Interest relating to the Debtor or this Chapter 11 Case, it will supplement this declaration.

15. In addition to the parties listed on **Schedule 1**, Raymond James or its affiliates may also represent, or may have represented, affiliates, equity holders, creditors or sponsors of Potential Parties in Interest, and may have worked with, continue to work with, have or had mutual clients with, been represented by or advised certain accounting and law firms that are Potential Parties in Interest (and, in the case of law firms, may have entered into engagement agreements in which the law firm was named as client although the work was performed for a mutual client of the applicable law firm). Raymond James may also represent, or may have represented in the past, committees or groups of lenders or creditors in connection with certain restructuring or refinancing engagements, which committees or groups include, or included, entities that are Potential Parties in Interest. Certain of the Potential Parties in Interest may also be vendors or have other non-investment banking relationships with Raymond James.

16. As a global investment and financial services firm, Raymond James and certain of its affiliates may be involved in arbitration or litigation in the ordinary course of business with some Potential Parties in Interest and may have in the past represented, and may currently represent and likely will represent, creditors of the Debtor in connection with matters unrelated to the Debtor and this Chapter 11 Case. Except as otherwise disclosed in connection with this Application, at this time, Raymond James is not aware of any other adverse interest or other connection it has with

the Debtor, its creditors, the U.S. Trustee, or any Potential Parties in Interest herein in the matters upon which Raymond James is to be retained.

17. Although Raymond James has researched the Potential Parties in Interest list, the Debtor may have customers, creditors, competitors, and other parties with whom they maintain business relationships that are not included as Potential Parties in Interest and with whom Raymond James may maintain business relationships. Although it is possible that employees of certain affiliates may assist Raymond James in connection with Raymond James's engagement, as only Raymond James is being retained by the Debtor, Raymond James has researched only the electronic client files and records of Raymond James, not of all of its affiliates, to determine connections with any Potential Parties in Interest as of the date hereof, Raymond James and its affiliates have approximately 7,500 financial advisors worldwide. It is possible that Raymond James and its affiliates and certain of their respective directors, officers, and employees may have had in the past, may currently have, or may in the future have connections to (i) the Debtor, (ii) Potential Parties in Interest in the Debtor's Chapter 11 Case, or (iii) funds or other investment vehicles that may own debt or securities of the Debtor or other Potential Parties in Interest.

18. In the ninety days prior to the Petition Date, the Debtor paid Raymond James a total of $100,000.00 in fees, $10,000.00 as expense advance for Raymond James's estimated and actual expenses, and $1,000.00 for an electronic financial database charge. As of the Petition Date, Raymond James does not hold a prepetition claim against the Debtor for services rendered or expenses incurred.

19. Other than as disclosed herein, Raymond James has no relationship with the Debtor of which I am aware after due inquiry.

20. Based upon the foregoing, except as otherwise set forth herein, to the best of my knowledge, information, and belief, Raymond James (i) is not a creditor, equity security holder or an insider of the Debtor and (ii) is not or was not, within two years before the Petition Date, a director, officer, or employee of the Debtor. For the reasons set forth above, Raymond James believes that it is disinterested as defined in the Bankruptcy Code and does not hold or represent any interest materially adverse to the Debtor's estate.

21. No agreement or understanding exists between Raymond James and any other person, other than as permitted by section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with this Chapter 11 Case.

22. The foregoing constitutes the statement of Raymond James pursuant to Bankruptcy Rule 2014(a).

Dated: June 13, 2026

Respectfully submitted,

/s/ Geoffrey Richards
Geoffrey Richards
Senior Managing Director and Co-Head of the Capital Structure Advisory Group Raymond James & Associates, Inc.

Schedule 1

Potential Parties in Interest

Banks
HSBC UK Bank, PLC
J.P. Morgan
Silicon Valley Bank
US Bank
Wells Fargo Bank

Bankruptcy Court Staff
Barksdale, Nickita
Batts, Cacia
Bello, Rachel
Brady, Claire
Capp, Laurie
Gadson, Danielle
Grant, Stephen L.
Haney, Laura
Hrycak, Amanda
Johnson, Lora
Lopez, Marquietta
Lugano, Al
Subda, Paula
Walker, Jill
Yeager, Demitra

Bankruptcy Judges
Goldblatt, Craig T.
Horan, Thomas M.
Owens, Karen B.
Shannon, Brendan L.
Silverstein, Laurie Selber
Stickles, Kate J.
Walrath, Mary F.

U.S. Trustee Staff
Attix, Lauren
Casey, Linda
Dice, Holly
Dortch, Shakima L.
Girello, Michael
Green, Christine
Hackman, Benjamin
Jones, Nyanquoi
Konde, Hawa
Leamy, Jane
Lipshie, Jonathan
McCollum, Hannah M.
McMahon, Joseph
Nyaku, Jonathan
O'Malley, James R.
Serrano, Edith A.
Thomas, Elizabeth
Vara, Andrew
Wynn, Dion

Contract Counterparties
ACAC Enterprises, LLC
ACT for Health, Inc. dba Professional Case Management
Actalent Scientific, LLC
Advanced Cell Diagnostics, Inc.
Aerotek Scientific, LLC
Agriculture Victoria Services Pty. Ltd.
Agrisoma Biosciences, Inc.
American Type Culture Collection
ARC Regulatory Limited
Armature Systems, Inc.
Astellas Gene Therapies, Inc.
AstraZeneca PLC
Benchling, Inc.
BioAgilytix Labs, LLC
Biogen Idec MA Inc.
Bio-Rad AbD Serotec GmbH
BioReliance Corporation
Bioverativ Therapeutics Inc.
C R Williams Consulting LLC
California Institute of Technology
Catalent Gosselies PS S.A.
Catalent Maryland, Inc.
CBRE, Inc.
Charles River Laboratories, Inc.
CHDI Management/CHDI Foundation
Children's Medical Center Corporation
Chroma Medicine, Inc.
Connor Group Global Services, LLC
Corbus, LLC
Corteva Agriscience LLC
CTI Clinical Consulting Services, Inc.
Cyprotex Discovery Limited
Dow Agrosciences LLC
East West Bank
Eli Lilly and Company
Elim Biopharmaceuticals, Inc.

Elpis Biomed Limited
Ernst & Young LLP
Evotec International GmbH
F. Hoffmann-La Roche Ltd
Fisher BioServices, Inc.
Foley & Lardner LLP
Framework Solutions LLC
FUJIFILM Cellular Dynamics, Inc.
GemPharmatech Corporation
Genentech, Inc.
GeneScience Pharmaceutical Co., Ltd
GraphPad Software, LLC
Groupware Technology, Inc.
Hoffmann-La Roche Inc.
ICON Clinical Research Limited
Inserm Transfert SA
JAGGAER, LLC
Kite Pharma, Inc.
Life Sciences Advisors, LLC
Life Technologies Corporation
Marina Boulevard Property, LLC
Marina Landing Property, LLC
Memorial Sloan-Kettering Cancer Center, Sloan Kettering Institute for Cancer Research and Memorial Hospital for Cancer and Allied Diseases
Merope Acquisition Sub, LLC
Miltenyi Biotec B.V. & Co. KG
MP Biomedicals, LLC
National Institutes of Health
Nisos Group
Novartis Institutes for BioMedical Research
Open Monoclonal Technology, Inc.
Oracle American, Inc.
Pacific BioLabs, Inc.
Perspective Pharmacovigilance, Inc.
Pfizer, Inc.
Prevail Therapeutics, Inc.
Promega Corporation
PSI CRO AG
Public Health Service
Q-Square Business Intelligence Corporation
Roche Diagnostics
Rothwell, Figg, Ernst & Manbeck, P.C.
Saatzucht Josef Breun GmbH & Co. KG
SAGE Acquisition Co.
Samsung Biologics
Sartorius Stedim North America Inc.
Sentry BioPharma Services, Inc.
SHI International Corp
Shire AG
Shire Human Genetic Therapies, Inc.
Shire International GmbH
Sigma-Aldrich Co., LLC
Solvo Biotechnology
Standard Biotools
Syneos Health, LLC
Syneos Health UK Limited
Syner-G BioPharma Group LLC
Takeda Pharmaceuticals Inc Co.
T&C Janitorial and Building Maintenance, Inc.
The Ascent Services Group, Inc.
The Board of Trustees of the Leland Stanford Junior University
Thermo Fisher Scientific, Inc.
Twist Bioscience Corporation
UBS Securities LLC
University of Utah Research Foundation
Unum Life Insurance Company of America
UW Center for Commercialization
Veeva Systems, Inc.
Vrije Universiteit Brussel
Wynden Start LLC d/b/a GQR Global Markets
Yurogen Biosystems LLC

Debtors & Non-Debtor Affiliates (not otherwise mentioned)

Ceregene, Inc.
Sangamo Therapeutics France S.A.S
Sangamo Therapeutics, Inc.
Sangamo Therapeutics UK Ltd.

Debtors' Professionals & Advisors

Cooley, LLP
Evercore Group Inc.
Kohlberg Kravis Roberts & Co. (KKR)
Kurtzman Carson Consultants, LLC (KCC) dba Verita Global
MERU, LLC
Raymond James Financial, Inc.

Richards, Layton & Finger (RLF)

Directors & Officers (Current/Former)
Beers, Courtney
Carey, Robert F.
Ceniceros, Michael
Davis, Gregory
Dubois-Stringfellow, Nathalie
Duraibabu, Prathyusha
Fontenot, Jason
Glasser, Julie
Hillan, Kenneth J.
Horn, Margaret A.
Jain, Nikunj
Macrae, Alexander D.
Markels, John H.
McClung, Mark
Meyers, James R.
Parker, H. Stewart
Pooler, Amy
Smith, Karen L.
Willoughby, Scott B.

DIP Lender
Northridge ATM, LLC

Insurance Providers
Accredited Insurance Program Management
Aetna
Allied World Assurance Company (U.S.), Inc.
American International Group, Inc. (AIG)
Anthem Blue Cross
Arthur J. Gallagher Risk Management Services, LLC
AXA XL Insurance
Beazley Excess & Surplus Insurance
Berkley Life Sciences, LLC
Berkley National Insurance Company
Berkshire Hathaway Specialty Insurance
Chubb National Insurance Company
Cigna Health and Life Insurance Company
Delta Dental of California
Endurance Risk Solutions Assurance Co.
Falvey Cargo Underwriting
Falvey Insurance Group
Federal Insurance Company
First Insurance (not in Oracle)
Fubon Insurance Co., Ltd.
Great American Insurance Group
Guardian
Hudson Insurance Company
Kaiser Foundation Health Plan
MCI Life Sciences & Healthcare Consortium
4985 at Lloyd's
National Union Fire Insurance Company of Pittsburgh, PA
Old Republic Insurance Company
Old Republic Professional Liability, Inc.
Provident Life And Accident Insurance Company
Sentry Specialty
SI Insurance (Europe) S.A
Sompo International
The Hartford Insurance
Underwriters at Lloyd's London (including Lloyd's of London)
United HealthCare Insurance Company
Vision Service Plan (VSP)
XL Specialty Insurance Company
Zurich American Insurance Company

Landlords
Point Richmond R&D Associates
Point Richmond R&D Associates II, LLC
PPF OFF 7000 Marina Blvd LP

Litigation Parties
None

Secured Creditors
None

Material (5% or Greater) Shareholders
Armistice Capital LLC
Yorkville Advisors Global LP

Top 20 Creditors
Beckman Coulter, Inc.
Brammer Bio, LLC
Catalent Pharma Solutions
Charles River Laboratories Montreal ULC
Children's Hospital Corp.

Computer Packages Inc.
CTI Clinical Trial Svs, Inc
Envol Biomedical, LLC
EPL Archives, Inc
Innova Solutions, Inc
IQVIA RDS Inc.
Laboratory Corporation of America
Meet Recruitment Inc.
Point Richmond R&D Ass. II LLC
PPD Development, L.P.
PPF OFF 7000 Marina Blvd LP
Snell & Wilmer L.L.P.
Sterne, Kessler, Goldstein & Fox P.L.L.C
TraceLink Inc
VWR International, Inc.

Taxing Authorities
California Department of Tax and Fee Administration
California Franchise Tax Board
City of Richmond Finance Department, Business License Division
Contra Costa County Tax Collector
Internal Revenue Service
Internal Revenue Service (PA)
Massachusetts Department of Revenue
New York State Corporation Tax Department of Taxation and Finance
San Mateo County Tax Collector
Secretary of State Division of Corporations Franchise Tax

Utility Providers
AT&T Business Direct
City of Brisbane
Comcast Business
Intelletrace
Pacific Gas and Electric (PG&E)
South San Francisco Scavenger Company, Inc.
Wiline Networks

Schedule 2

Client Match List

Raymond James & Associates, Inc. is the sole Raymond James entity proposed to be retained by the Debtor in this chapter 11 case. Accordingly, only the connections of Raymond James & Associates, Inc. are directly relevant for purposes of the Debtor's application to employ Raymond James. In an abundance of caution and in the interest of full transparency, however, the disclosures set forth herein also describe certain relationships involving Raymond James & Associates, Inc.'s affiliates. Except as otherwise expressly noted, all such disclosures relate to matters unrelated to the Debtor, the Debtor's affiliates, or this chapter 11 case.

For all disclosures concerning relationships where capital was deployed or funds are held by Raymond James and its affiliates, such capital represents less than one percent of the assets under management thereof. For all disclosures concerning relationships where the named person or entity is a vendor of Raymond James and its affiliates, such person or entity is not a critical vendor. A "professional" relationship means one where Raymond James was working as a professional alongside or against the other noted professional. A "business" relationship means one where Raymond James was engaged by the person or entity noted. For all disclosures concerning Raymond James's holding of common stock, Raymond James holds either (i) a minority position with no board appointment rights or control or (ii) positions held for Raymond James's customers in its capacity as a broker-dealer

Sangamo Therapeutics - Raymond James Conflicts Disclosure

As of 07/13/2026

Individual / Entity	Relationship to Debtor	Status	Relationship to Raymond James & Associates, Inc.& Affiliates
Advanced Cell Diagnostics, Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Aetna	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. This entity or an affiliate is an investor in Raymond James Affordable Housing or tax credit funds. 3. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 4. Certain Raymond James personnel hold stock in this entity. 5. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 6. One or more Raymond James employees have disclosed an outside business activity associated with this entity. 7. Raymond James maintains, or previously maintained, an interested-party or payee relationship with this entity. 8. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 9. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity. 10. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.
Allied World Assurance Company (U.S.), Inc.	Insurance Providers	Active	1. Raymond James maintains, or previously maintained, an interested-party or payee relationship with this entity. 2. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity.
American International Group, Inc.(AIG)	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 3. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 4. Certain Raymond James personnel hold stock in this entity. 5. Raymond James Insurance Group may have a relationship with this entity. 6. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 7. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity. 8. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Anthem Blue Cross	Insurance Providers	Active	1. Certain Raymond James personnel hold stock in this entity. 2. Raymond James maintains, or previously maintained, an interested-party or payee relationship with this entity. 3. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 4. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Armistice Capital LLC	Material Shareholders	Active	1. Raymond James or its affiliates have, or previously had, a GEIB client relationship with this entity. 2. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity.
Arthur J. Gallagher Risk Management Services, LLC	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 3. Certain Raymond James personnel hold stock in this entity. 4. This entity has an ordinary-course vendor, benefit, or payment relationship with NWPS, a Raymond James affiliate. 5. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Astellas Gene Therapies, Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
AstraZeneca PLC	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
AT&T Business Direct	Utility Providers	Active	1. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity. 2. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 3. Raymond James or its affiliates hold a corporate investment position in this entity. 4. Certain Raymond James personnel hold stock in this entity. 5. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 6. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 7. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
AXA XL Insurance	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 3. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 4. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.
Beazley Excess & Surplus Insurance	Insurance Providers	Active	1. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates.
Beckman Coulter, Inc.	Top 20 Creditors	Active	1. Certain Raymond James personnel hold stock in this entity. 2. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Berkley National Insurance Company	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Raymond James Investment Banking has had or may have investment banking interactions involving this entity or an affiliate of this entity.
Berkshire Hathaway Specialty Insurance	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity.
Biogen Idec MA Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Bio-Rad AbD Serotec GmbH	Contract Counterparties	Active	1. Raymond James may maintain accounts for this Entity. 2. Certain Raymond James personnel hold stock in this entity
Bioverativ Therapeutics Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Brady, Claire	Bankruptcy Court Staff	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis.
California Department of Tax and Fee Administration	Taxing Authorities	Active	1. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 2. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
California Franchise Tax Board	Taxing Authorities	Active	1. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 2. This entity has an ordinary-course vendor, benefit, or payment relationship with NWPS, a Raymond James affiliate.
California Institute of Technology	Contract Counterparties	Active	1. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity. 2. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Carey, Robert F.	Directors and Officers	Active	1. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis. 2. Raymond James Private Client Group maintains, or previously maintained, accounts for this individual.
Casey, Linda	U.S. Trustee's Office Staff	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis. 2. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.
Catalent Pharma Solutions	Top 20 Creditors	Active	1. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity. 2. Raymond James Bank has, or previously had, a banking or lending relationship with this entity. 3. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 4. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.

Sangamo Therapeutics - Raymond James Conflicts Disclosure

As of 07/13/2026

Individual / Entity	Relationship to Debtor	Status	Relationship to Raymond James & Associates, Inc.& Affiliates
CBRE, Inc.	Contract Counterparties	Active	1. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 2. Raymond James or its affiliates have, or previously had, a corporate real estate or facilities relationship with this entity. 3. This entity holds, or is named on, a certificate of insurance issued by Raymond James Corporate Insurance. 4. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 5. Certain Raymond James personnel hold stock in this entity. 6. Raymond James or its affiliates have, or previously had, a GEIB client relationship with this entity. 7. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity. 8. Raymond James or its affiliates have a fixed income client relationship with this entity.
Charles River Laboratories Montreal ULC	Top 20 Creditors	Active	1. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity. 2. Certain Raymond James personnel hold stock in this entity. 3. Raymond James Investment Banking has had or may have investment banking interactions involving this entity or an affiliate of this entity. 4. Certain Raymond James personnel hold stock in this entity.
Charles River Laboratories, Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Children's Hospital Corp.	Top 20 Creditors	Active	1. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Chubb National Insurance Company	Insurance Providers	Active	1. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 2. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 3. Certain Raymond James personnel hold stock in this entity. 4. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Cigna Health and Life Insurance Company,	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Certain Raymond James personnel hold stock in this entity. 3. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 4. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.
City of Brisbane	Utility Providers	Active	1. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
City of Richmond Finance Department	Taxing Authorities	Inactive	1. Raymond James or its affiliates have a fixed income client relationship with this entity.
Comcast Business	Utility Providers	Active	1. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity. 2. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 3. Certain Raymond James personnel hold stock in this entity. 4. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 5. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 6. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Contra Costa County Tax Collector	Taxing Authorities	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Cooley, LLP	Debtors' Professionals & Advisors	Active	1. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 2. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 3. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 4. Raymond James Private Client Group maintains, or previously maintained, accounts for this individual.
Corteva Agriscience LLC	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Davis, Gregory	Directors and Officers	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis. 2. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 3. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.
Delta Dental of California	Insurance Providers	Active	1. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 2. Raymond James maintains, or previously maintained, an interested-party or payee relationship with this entity. 3. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
East West Bank	Contract Counterparties	Active	1. Raymond James may maintain accounts for this Entity. 2. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 3. Certain Raymond James personnel hold stock in this entity. 4. Raymond James or its affiliates have a fixed income client relationship with this entity.
Eli Lilly and Company	Contract Counterparties	Active	1. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 2. Certain Raymond James personnel hold stock in this entity.
Endurance Risk Solutions Assurance Co.	Insurance Providers	Inactive	1. Raymond James or its affiliates had a fixed income client relationship with this entity.
Ernst & Young LLP	Contract Counterparties	Active	1. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 2. Raymond James Insurance Group maintains, or previously maintained, insurance or annuity contracts associated with this entity.
Evercore Group Inc.	Debtors' Professionals & Advisors	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 3. Certain Raymond James personnel hold stock in this entity. 4. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 5. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Evotec International GmbH	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Federal Insurance Company	Insurance Providers	Active	1. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 2. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 3. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.
First Insurance (not in Oracle)	Insurance Providers	Active	1. Raymond James Insurance Group may have a relationship with this entity. 2. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 3. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.
Foley & Lardner LLP	Contract Counterparties	Active	1. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity.
Fontenot, Jason	Directors and Officers	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis.
Fubon Insurance Co., Ltd.	Insurance Providers	Active	1. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Glasser, Julie	Directors and Officers	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis.
Grant, Stephen L.	Bankruptcy Court Staff	Active	1. Raymond James Investment Banking has had or may have investment banking interactions involving this individual. Additional identifying information would be required to complete the analysis.
GraphPad Software, LLC	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.

Sangamo Therapeutics - Raymond James Conflicts Disclosure
As of 07/13/2026

Individual / Entity	Relationship to Debtor	Status	Relationship to Raymond James & Associates, Inc.& Affiliates
Great American Insurance Group	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Raymond James (GreensLedge) has, or previously had, a capital markets relationship involving this entity. 3. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 4. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 5. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 6. Raymond James Insurance Group may have a relationship with this entity. 7. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 8. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 9. This entity or an affiliate has a capital commitment or investment relationship with Raymond James Principal Investments (PIC).
Green, Christine	U.S. Trustee's Office Staff	Active	1. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis. 2. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis.
Guardian	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Raymond James (GreensLedge) has, or previously had, a capital markets relationship involving this entity. 3. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 4. Raymond James Insurance Group may have a relationship with this entity. 5. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Hackman, Benjamin	U.S. Trustee's Office Staff	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis.
Horn, Maragaret A.	Directors and Officers	Active	1. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.
HSBC UK Bank plc	Banks	Active	1. Certain Raymond James personnel hold stock in this entity. 2. Raymond James or its affiliates have a fixed income client relationship with this entity.
Hudson Insurance Company	Insurance Providers	Inactive	1. Raymond James or its affiliates had a fixed income client relationship with this entity.
ICON Clinical Research Limited	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity. 2. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.
Innova Solutions, Inc	Top 20 Creditors	Active	1. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Internal Revenue Service	Taxing Authorities	Active	1. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 2. This entity has an ordinary-course vendor, benefit, or payment relationship with NWPS, a Raymond James affiliate. 3. Raymond James maintains, or previously maintained, an interested-party or payee relationship with this entity. 4. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 5. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.
Internal Revenue Service (PA)	Taxing Authorities	Active	1. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 2. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
IQVIA RDS Inc.	Top 20 Creditors	Active	1. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity. 2. Raymond James / TriState Capital Bank maintains, or previously maintained, a banking relationship with this entity. 3. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 4. Certain Raymond James personnel hold stock in this entity. 5. Raymond James Investment Banking has had or may have investment banking interactions involving this entity or an affiliate of this entity.
J.P.Morgan	Banks	Active	1. Raymond James or its affiliates have, or previously had, a GEIB client relationship with this entity. 2. Raymond James or its affiliates have a fixed income client relationship with this entity. 3. Raymond James Bank has, or previously had, a banking or lending relationship with this entity. 4. Raymond James / TriState Capital Bank maintains, or previously maintained, a banking relationship with this entity. 5. Raymond James (GreensLedge) has, or previously had, a capital markets relationship involving this entity. 6. This entity or an affiliate is an investor in Raymond James Affordable Housing or tax credit funds. 7. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 8. Raymond James or its affiliates hold a corporate investment position in this entity. 9. Certain Raymond James personnel hold stock in this entity. 10. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 11. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 12. Raymond James Insurance Group may have a relationship with this entity. 13. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 14. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
JAGGAER, LLC	Contract Counterparties	Inactive	1. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity.
Kaiser Foundation Health Plan	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Kite Pharma, Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Kohlberg Kravis Roberts & Co.(KKR)	Debtors' Professionals & Advisors	Active	1. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity. 2. Raymond James or its affiliates have, or previously had, a GEIB client relationship with this entity. 3. Raymond James or its affiliates have a fixed income client relationship with this entity. 4. Raymond James (GreensLedge) has, or previously had, a capital markets relationship involving this entity. 5. Certain Raymond James personnel hold stock in this entity. 6. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 7. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Laboratory Corporation of America	Top 20 Creditors	Active	1. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity. 2. Certain Raymond James personnel hold stock in this entity. 3. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Massachusetts Department of Revenue	Taxing Authorities	Active	1. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity.
McClung, Mark	Directors and Officers	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis.
McMahon, Joseph	U.S. Trustee's Office Staff	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis. 2. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.
Memorial Sloan-Kettering Cancer Center, Sloan Kettering In	Contract Counterparties	Active	1. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 2. Raymond James Insurance Group maintains, or previously maintained, insurance or annuity contracts associated with this entity.
Meyers, James R.	Directors and Officers	Active	1. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.

Sangamo Therapeutics - Raymond James Conflicts Disclosure

As of 07/13/2026

Individual / Entity	Relationship to Debtor	Status	Relationship to Raymond James & Associates, Inc.& Affiliates
National Union Fire Insurance Company of Pittsburgh, PA	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates.
New York State Corporation Tax Department of Taxation an	Taxing Authorities	Active	1. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Northridge ATM LLC	DIP Lender	Active	1. Entity, or affiliate of the entity, was and/or is the debtor-in-possession lender in other Raymond James led transactions.
Novartis Institutes for BioMedical Research	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
O'Malley, James	U.S. Trustee's Office Staff	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis. 2. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.
Old Republic Insurance Company	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 3. Certain Raymond James personnel hold stock in this entity. 4. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Old Republic Professional Liability, Inc.	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 3. Certain Raymond James personnel hold stock in this entity.
Oracle American, Inc	Contract Counterparties	Active	1. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 2. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 3. Certain Raymond James personnel hold stock in this entity.
Owens, Karen B.	Bankruptcy Judges	Active	1. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.
Pacific Gas and Electric (PG&E)	Utility Providers	Active	1. Certain Raymond James personnel hold stock in this entity. 2. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Parker, H. Stewart	Directors and Officers	Active	1. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.
Pfizer, Inc	Contract Counterparties	Active	1. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 2. Certain Raymond James personnel hold stock in this entity.
PPD Development, L.P.	Top 20 Creditors	Active	1. Raymond James Investment Banking previously had or solicited investment banking interactions involving this entity or an affiliate of this entity.
Provident Life And Accident Insurance Company	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. This entity or an affiliate is an investor in Raymond James Affordable Housing or tax credit funds. 3. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 4. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Richards, Layton & Finger (RLF)	Debtors' Professionals & Advisors	Active	1. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity.
Roche Diagnostics	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
San Mateo County Tax Collector	Taxing Authorities	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Sangamo Therapeutics, Inc.	Debtor & Non-Debtor Affiliates	Active	1. Raymond James & Associates is engaged as financial advisor to the Debtor in connection with this matter.
Sartorius Stedim North America Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Secretary of State Division of Corporations Franchise Tax	Taxing Authorities	Active	1. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Sentry BioPharma Services, Inc.	Contract Counterparties	Active	1. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 2. Raymond James Insurance Group maintains, or previously maintained, insurance or annuity contracts associated with this entity.
SHI International Corp	Contract Counterparties	Active	1. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity.
Silicon Valley Bank	Banks	Active	1. This entity or an affiliate is an investor in Raymond James Affordable Housing or tax credit funds. 2. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 3. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 4. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 5. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.
Smith, Karen L.	Directors and Officers	Active	1. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis. 2. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 3. Raymond James Private Client Group maintains, or previously maintained, accounts for this individual.
Snell & Wilmer L.L.P.	Top 20 Creditors	Active	1. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 2. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity.
Sompo International	Insurance Providers	Active	1. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 2. Certain Raymond James personnel hold stock in this entity.
Standard BioTools	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Takeda Pharmaceuticals Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
The Ascent Services Group, Inc.	Contract Counterparties	Inactive	1. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity.
The Hartford Insurance	Insurance Providers	Active	1. Raymond James or its affiliates have, or previously had, a GEIB client relationship with this entity. 2. Raymond James or its affiliates have a fixed income client relationship with this entity. 3. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 4. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 5. Certain Raymond James personnel hold stock in this entity. 6. Raymond James Insurance Group may have a relationship with this entity. 7. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Thermo Fisher Scientific, Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Thomas, Elizabeth	U.S. Trustee's Office Staff	Active	1. Raymond James / TriState Capital Bank maintains, or previously maintained, a banking relationship with this entity. 2. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis. 3. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 4. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.
TraceLink Inc	Top 20 Creditors	Active	1. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Twist Bioscience Corporation	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.

Sangamo Therapeutics - Raymond James Conflicts Disclosure

As of 07/13/2026

Individual / Entity	Relationship to Debtor	Status	Relationship to Raymond James & Associates, Inc.& Affiliates
UBS Securities LLC	Contract Counterparties	Active	1. This entity or an affiliate is an investor in Raymond James Affordable Housing or tax credit funds. 2. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 3. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 4. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 5. Certain Raymond James personnel hold stock in this entity. 6. This entity is a trading client of SumRidge Partners, a Raymond James affiliate, which acts strictly as executing broker with zero commissions. 7. Raymond James or its affiliates have, or previously had, a GEIB client relationship with this entity.
Underwriters at Lloyd's London (including Lloyd's of London	Insurance Providers	Active	1. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates.
United HealthCare Insurance Company	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Raymond James (GreensLedge) has, or previously had, a capital markets relationship involving this entity. 3. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 4. Certain Raymond James personnel hold stock in this entity. 5. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 6. This entity has an ordinary-course vendor, benefit, or payment relationship with NWPS, a Raymond James affiliate. 7. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Unum Life Insurance Company of America	Contract Counterparties	Active	1. This entity served as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 2. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 3. Certain Raymond James personnel hold stock in this entity. 4. Raymond James or its affiliates have a fixed income client relationship with this entity.
US Bank	Banks	Active	1. Raymond James or its affiliates have, or previously had, a GEIB client relationship with this entity. 2. Raymond James or its affiliates have a fixed income client relationship with this entity. 3. Raymond James Bank has, or previously had, a banking or lending relationship with this entity. 4. Raymond James / TriState Capital Bank maintains, or previously maintained, a banking relationship with this entity. 5. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 6. Certain Raymond James personnel hold stock in this entity. 7. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 8. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 9. Raymond James maintains, or previously maintained, an interested-party or payee relationship with this entity. 10. Raymond James Insurance Group may have a relationship with this entity. 11. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 12. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
Veeva Systems, Inc.	Contract Counterparties	Active	1. Certain Raymond James personnel hold stock in this entity.
Vision Service Plan (VSP)	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Raymond James (GreensLedge) has, or previously had, a capital markets relationship involving this entity. 3. Raymond James Private Client Group maintains, or previously maintained, accounts or client relationships involving this entity.
VWR International, Inc.	Top 20 Creditors	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. Certain Raymond James personnel hold stock in this entity.
Walker, Jill	Bankruptcy Court Staff	Active	1. Raymond James may maintain accounts for this individual. Additional identifying information would be required to complete the analysis. 2. Raymond James Insurance Group may have a relationship with this individual. Additional identifying information would be required to complete the analysis.
Wells Fargo Bank	Banks	Active	1. Raymond James or its affiliates have, or previously had, a GEIB client relationship with this entity. 2. Raymond James or its affiliates have a fixed income client relationship with this entity. 3. Raymond James Bank has, or previously had, a banking or lending relationship with this entity. 4. Raymond James / TriState Capital Bank maintains, or previously maintained, a banking relationship with this entity. 5. Raymond James (GreensLedge) has, or previously had, a capital markets relationship involving this entity. 6. This entity or an affiliate is an investor in Raymond James Affordable Housing or tax credit funds. 7. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 8. Raymond James or its affiliates hold a corporate investment position in this entity. 9. Certain Raymond James personnel hold stock in this entity. 10. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity. 11. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 12. One or more Raymond James employees have disclosed an outside business activity associated with this entity. 13. Raymond James Insurance Group may have a relationship with this entity. 14. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review. 15. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.
XL Specialty Insurance Company	Insurance Providers	Active	1. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates.
Yorkville Advisors Global LP	Material Shareholders	Active	1. Raymond James or its affiliates have, or previously had, a GEIB client relationship with this entity. 2. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 3. Raymond James personnel have disclosed an ordinary-course business development or personal connection to this entity through the PCA conflicts review.
Zurich American Insurance Company	Insurance Providers	Active	1. Raymond James or its affiliates have a fixed income client relationship with this entity. 2. This entity serves as an insurance carrier, broker, or related insurance provider to Raymond James or its affiliates. 3. Raymond James or its affiliates have, or previously had, a vendor relationship with this entity. 4. Certain Raymond James personnel hold stock in this entity. 5. Raymond James or its affiliates have been party to litigation, contractual, or regulatory matters involving this entity. 6. Raymond James Insurance Group may have a relationship with this entity. 7. Raymond James or its affiliates may maintain, or previously maintained, accounts for this entity.