IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF COOLEY LLP AS LEAD COUNSEL TO THE DEBTOR EFFECTIVE AS OF THE PETITION DATE

Sangamo Therapeutics, Inc., debtor and debtor-in-possession (the "**Debtor**"), in the above-captioned chapter 11 case (this "**Chapter 11 Case**"), hereby submits this application (this "**Application**"), for entry of an order, substantially in the form attached hereto as **Exhibit C** (the "**Proposed Order**"), pursuant to sections 327(a), 330, and 331 of chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 2014-1 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), authorizing the employment and retention of Cooley LLP ("**Cooley**" or "**Applicant**") as lead counsel to the Debtor in this Chapter 11 Case effective as of the Petition Date (as defined herein). In support of this Application, the Debtor relies on and incorporates by reference (i) the declaration of Cullen D. Speckhart (the "**Speckhart Declaration**") attached hereto as **Exhibit A** and (ii) the declaration of Scott B. Willoughby (the "**Willoughby Declaration**") attached hereto as **Exhibit D**. In further support of the Application, the Debtor respectfully represents as follows:

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

JURISDICTION

1. The United States Bankruptcy Court for the District of Delaware (this "**Court**") has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference*, dated February 29, 2012, from the United States District Court for the District of Delaware. The Debtor confirms its consent, pursuant to Local Rule 9013-1(f), to the entry of a final order by this Court in connection with this Application to the extent that it is later determined that this Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue of the Chapter 11 Case and this Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are sections 327(a) and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2.

BACKGROUND

4. On June 23, 2026 (the "**Petition Date**"), the Debtor commenced this Chapter 11 Case by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

5. The Debtor continues to manage and operate its business and property as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. On July 2, 2026, the Official Committee of Unsecured Creditors (the "**Committee**") was appointed pursuant to section 1102(a)(1) of the Bankruptcy Code. *See* Docket No. 86. To date, no trustee or examiner has been appointed in this Chapter 11 Case.

7. Additional factual background relating to the Debtor's business, capital structure, and the commencement of this Chapter 11 Case is set forth in detail in the *Declaration of Scott B.*

Willoughby in Support of the Chapter 11 Petition and First Day Motions [Docket No. 2] (the "**First Day Declaration**"),[2] which is incorporated herein by reference.

RELIEF REQUESTED

8. By this Application, the Debtor seeks entry of the Proposed Order authorizing the employment and retention of Cooley pursuant to sections 327(a) and 330 of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rules 2014-1 and 2016-2 as the Debtor's lead counsel with the terms and conditions set forth in that certain supplemental engagement letter, dated as of May 27, 2026, between the Debtor and Cooley, attached hereto as **Exhibit B**, and incorporated herein by reference (the "**Engagement Letter**").

A. Cooley's Qualifications

9. Cooley is one of the country's leading law firms and has been retained in connection with sophisticated chapter 11 proceedings in this Court such as: Clearside Biomedical, WeWork, Quanergy Systems, Packable Holdings, Enjoy Technology, NS8, Mallinckrodt, 24 Hour Fitness Worldwide, Avon, American Apparel, Brookstone, Celadon, Charlotte Russe, Charming Charlie, Claire's, Eastern Outfitters, Fuhu, Hipcricket, Lucira Health, Pacific Sunwear of California, PhaseBio Pharmaceuticals, Radioshack, The Wet Seal, True Religion, Vestis, and Videology, among many others.

10. For 30 years, Cooley provided services to the Debtor with respect to general corporate and litigation matters, and patent counseling and prosecution. Cooley has represented the Debtor since January 1996. As a result of representing the Debtor in such matters, Cooley acquired extensive institutional knowledge of the Debtor and its business, became familiar with many aspects of the Debtor's operations and legal affairs, and has worked closely with the Debtor's

[2] Capitalized terms used but not otherwise defined in this Application shall have the meaning set forth in the First Day Declaration.

management and other professionals. Cooley is well-acquainted with the Debtor's corporate history, commercial and clinical products, and business operations and, as a result, has developed experience and expertise regarding the Debtor that will assist Cooley in providing effective and efficient services in this Chapter 11 Case. The Debtor further believes that Cooley's continued representation of the Debtor in connection with this Chapter 11 Case, particularly given Cooley's extensive knowledge of the Debtor's history, is in the best interest of the Debtor's estate and its stakeholders.

11. The Debtor further submits that the employment of Cooley as lead counsel will not be duplicative of, but will complement, the services to be provided by proposed Delaware co-counsel, Richards, Layton & Finger, P.A. ("**RLF**"). The Debtor's professionals will work together to ensure that they are not repeating efforts with regard to the Services (as defined below). The Debtor, RLF, and Cooley do not anticipate any overlap in responsibility or duplication of efforts between Cooley and RLF. However, out of an abundance of caution and a desire to efficiently provide legal services to the Debtor, Cooley will coordinate efforts to avoid redundancy of work and unnecessary fees. Cooley has also agreed to make reasonable efforts to avoid duplication of services provided by any other professionals employed by the Debtor.

12. Accordingly, by this Application, the Debtor requests authority to employ Cooley as lead counsel in connection with this Chapter 11 Case.

B. <u>Services To Be Provided</u>

13. The Debtor seeks to employ Cooley on an hourly basis to act as the Debtor's lead counsel in this Chapter 11 Case and in any and all matters that arise with respect thereto or to the Debtor. Subject to further order of this Court, and consistent with the Engagement Letter, the

Debtor requests the retention and employment of Cooley to render the following legal services (collectively, the "**Services**"):

(a) advise the Debtor of its rights, powers, and duties as a debtor-in-possession under chapter 11 of the Bankruptcy Code;

(b) prepare, on behalf of the Debtor, all necessary and appropriate applications, motions, proposed orders, other pleadings, notices, schedules, and other documents, and review all financial and other reports to be filed in this Chapter 11 Case;

(c) advise the Debtor with respect to, and assist in the negotiation and documentation of, financing agreements and related transactions;

(d) advise the Debtor concerning, and prepare responses to, applications, motions, other pleadings, notices, and other papers that may be filed and served in this Chapter 11 Case;

(e) review the nature and validity of any liens asserted against the Debtor's property, if any, and advise the Debtor concerning the enforceability of such liens;

(f) advise the Debtor regarding its ability to initiate actions to collect and recover property for the benefit of its estate;

(g) advise the Debtor in connection with any sale of assets and related documents;

(h) advise the Debtor in connection with any chapter 11 plan and related documents;

(i) advise and assist the Debtor in connection with any potential property dispositions;

(j) advise the Debtor concerning executory contract and unexpired lease assumptions, assignments, and rejections;

(k) assist the Debtor in reviewing, estimating, and resolving claims asserted against the Debtor's estate;

(l) commence and conduct litigation necessary or appropriate to assert rights held by the Debtor, protect assets of the Debtor's estate, or otherwise further the goal of completing any sale of assets and/or chapter 11 plan;

(m) provide corporate, M&A, employee benefit, litigation, tax, intellectual property, insurance, and other general non-bankruptcy services to the Debtor to the extent requested by the Debtor; and

(n) perform all other necessary or appropriate legal services in connection with this Chapter 11 Case for or on behalf of the Debtor.

14. Cooley has the necessary resources, expertise, and institutional knowledge to provide such advice and Services and is familiar with the Debtor's business and many of the legal issues likely to arise on the matters for which it is retained. Cooley is a leader in the practice of law with 19 offices worldwide and resources commensurate with its position as a top-tier law firm and is widely regarded as a leading firm in bankruptcy matters. If the Debtor is unable to retain Cooley in this Chapter 11 Case, the Debtor, its estate, and all parties in interest would be severely prejudiced, as the Debtor would, among other things, lose the services of attorneys providing invaluable experience and essential professional services. Further, Cooley has stated its desire and willingness to act in this Chapter 11 Case and provide the necessary Services as attorneys for the Debtor. As noted above, Cooley has substantial expertise in all of these areas and has gained valuable knowledge of the Debtor's business and financial affairs as a result of its prepetition representation of the Debtor. For all of these reasons, the Debtor believes that Cooley is both well-qualified and uniquely able to represent the Debtor's interests in this Chapter 11 Case.

PROFESSIONAL COMPENSATION

15. Cooley intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with this Chapter 11 Case, subject to this Court's approval and in accordance with sections 330 and 331 of the Bankruptcy Code and in compliance with the Bankruptcy Rules, the Local Bankruptcy Rules, the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases, effective November 1, 2013* (the "**U.S. Trustee Guidelines**"), and any other applicable procedures and orders of this Court. The hourly rates and corresponding rate structure that Cooley will use in this Chapter 11 Case are the same as

the hourly rates and corresponding rate structure that Cooley uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters, whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

16. During the course of this Chapter 11 Case, Cooley will invoice the Debtor pursuant to the Engagement Letter in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any orders entered in this Chapter 11 Case governing professional compensation and reimbursement for services rendered and charges incurred. Cooley also intends to make a reasonable effort to comply with any requests from the U.S. Trustee for information and additional disclosures, both in connection with this Application and the interim and final fee applications, to be filed by Cooley in this Chapter 11 Case.

17. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in effect when services are performed by the attorneys, paralegals, and staff who provide services to the Debtor.

18. The current standard hourly rates of the Cooley professionals anticipated to be primarily staffed on this matter are set forth in the chart below:

Billing Category	**Range**
Partners	$1,790 - $2,595
Counsel[3]	$1,535 - $2,855
Associates	$910 - $1,670
Paralegals	$240 - $780
Professional Staff	$475 - $780

[3] Includes Senior Counsel, Of Counsel, and Special Counsel timekeepers.

19. These rates are set at a level designed to compensate Cooley fairly for the work of its attorneys, paralegals, and staff and to cover fixed and routine overhead expenses. The hourly rates are subject to periodic increases in the normal course of Cooley's business, often due to the increased experience of the particular professional. These adjustments usually commence on January 1st of each year. The Debtor has been advised of that fact, and Cooley will disclose any rate increases when they occur to this Court and the U.S. Trustee by filing a notice with this Court.

20. Consistent with Cooley's policy with respect to its other clients, Cooley will continue to charge the Debtor for all other services provided and for other charges and disbursements incurred in the rendition of services. These charges and disbursements include, among others, travel,[4] business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings. Cooley will make every effort to minimize expenses in this Chapter 11 Case.

21. On May 29, 2026 and June 18, 2026, the Debtor paid Cooley advance payment retainers in the aggregate amount of $750,000 (the "**Retainer**"). During the twelve (12) months immediately preceding the Petition Date, the Debtor was invoiced $5,115,422.93[5] and rendered payment (via wire, ACH, or application of Retainer) to Cooley in the aggregate amount of $5,532,343.88,[6] which includes (i) payment on invoices issued to the Debtor both during and prior to the twelve (12) months immediately preceding the Petition Date, and (ii) application of the

[4] Non-working travel will be billed at 50%. There is no charge for photocopies.

[5] Applicant's final reconciliation of its prepetition services occurred after the Petition Date. This amount includes invoices issued postpetition for services rendered prepetition.

[6] This amount includes Services rendered by Cooley for restructuring advice and bankruptcy preparation as well as other Services, including, but not limited to, corporate work. Additionally, Applicant's final reconciliation of its prepetition services occurred after the Petition Date. This amount includes application of the Retainer postpetition for services rendered prepetition.

remaining Retainer balance. After application of all payments received from the Debtor on account of all Cooley invoices, as of the Petition Date, Cooley's Retainer balance was $0.00.

22. As of the Petition Date, the Debtor owed Cooley $0.00 for prepetition services rendered.

23. By separate applications, the Debtor is seeking Court approval for the retention of: (a) RLF, as the Debtor's proposed Delaware co-counsel; (b) Kurtzman Carson Consultants, LLC *dba* Verita Global, as the Debtor's noticing and claims agent[7], and administrative advisor[8]; (c) MERU, LLC, as the Debtor's proposed financial advisor; and (d) Raymond James & Associates, Inc., as the Debtor's proposed investment banker. The Debtor may also file motions or applications to employ additional professionals. Each of the firms listed above works, and will continue to work, under the direction of the Debtor's management. The Debtor and its professionals are committed to minimizing duplication of services to reduce professional costs, among other things. To that end, Cooley will work closely with each professional to ensure that there is no unnecessary duplication of effort or cost.

24. Other than as set forth herein, no arrangement is proposed between the Debtor and Cooley for compensation to be paid in this Chapter 11 Case. Cooley further states that it has not shared, nor agreed to share (i) any compensation it has received or may receive from its representation of the Debtor in this Chapter 11 Case with another party or person, other than with the partners, counsel and associates of Cooley, or (ii) any compensation of another person or party involved in this Chapter 11 Case.

[7] The Court entered an order authorizing the appointment of Kurtzman Carson Consultants, LLC *dba* Verita Global as claims and noticing agent to the Debtors on June 24, 2026. *See* Docket No. 55.

[8] The proposed administrative services include, but are not limited to, (i) preparing the Debtor's schedule of assets and liabilities, schedule of executory contracts and unexpired leases, and statement of financial affairs; (ii) assisting with solicitation, balloting, tabulation and calculation of votes, as well as preparing any appropriate reports required in furtherance of confirmation of any chapter 11 plan; (iii) assisting with objecting to claims; and (iv) providing any additional administrative services related to claims processing, noticing, soliciting, and balloting.

DISINTERESTEDNESS OF COOLEY

25. To the best of the Debtor's knowledge, information, and belief, and except as otherwise set forth herein and in the accompanying Speckhart Declaration, Cooley represents no interest adverse to the Debtor, its estate, or any other party in interest in the matters upon which it is to be engaged, its employment is in the best interest of the Debtor's estate, and Cooley has no connection with the U.S. Trustee or any other person employed in the office of the U.S. Trustee. None of the connections disclosed in the Speckhart Declaration relate to or constitute an adverse interest with respect to Cooley's employment in this Chapter 11 Case, and thus the Debtor believes Cooley has no connections that would disqualify Cooley from serving as its lead counsel.

26. As set forth in the Speckhart Declaration, Cooley has in the past represented, currently represents, and likely in the future will represent certain parties in interest in this Chapter 11 Case in matters wholly unrelated to the Debtor, its estate, stakeholders, and interested parties, or such entities' claims against or interests in the Debtor. Unless stated otherwise in the Speckhart Declaration, Cooley is free to be adverse to such parties in connection with the Debtor's Chapter 11 Case.

27. Cooley has informed the Debtor that Cooley will continue to conduct periodic conflicts analyses to determine whether it is performing or has performed services for any significant parties in interest in this Chapter 11 Case. If any new facts or circumstances are discovered, Cooley will supplement its disclosure to this Court.

28. The Debtor requests approval of the employment of Cooley as lead counsel effective as of the Petition Date. Such relief is warranted by the circumstances presented by this Chapter 11 Case.

STATEMENT REGARDING THE U.S. TRUSTEE GUIDELINES

29. Cooley shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Case in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Cooley also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and the interim and final fee applications to be filed by Cooley in the Chapter 11 Case.

30. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the U.S. Trustee Guidelines:

> **Question**: Did you agree to any variation from, or alternatives to, your standard or customary billing arrangements for this engagement?
>
> Response: No.
>
> **Question**: Do any of the professionals included in this engagement vary their rate based on the geographical location of the bankruptcy case?
>
> Response: No.
>
> **Question**: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reason for the difference.
>
> Response: Cooley represented the Debtor during the 12 months prepetition. Cooley charged the Debtor its standard hourly rates during this time. The Debtor will be charged Cooley's standard hourly rates postpetition.
>
> **Question**: Has your client approved your prospective budget and staffing plan, and, if so for what budget period?
>
> Response: Cooley has prepared a staffing plan and budget that covers the time period from June 23, 2026 through October 2, 2026, and has reviewed it with the Debtor.

BASIS FOR REQUESTED RELIEF

31. Section 327(a) of the Bankruptcy Code provides that a debtor-in-possession may, with the court's approval, employ professionals that do not hold or represent an interest adverse to the estate and that are "disinterested persons," as defined by section 101(14) of the Bankruptcy Code, to represent or assist a debtor-in-possession in carrying out its duties under the Bankruptcy Code. *See* 11 U.S.C. §§ 327(a), 101(14). Additionally, section 1107(b) of the Bankruptcy Code provides that a professional is not disqualified for employment by a chapter 11 debtor-in-possession under section 327(a) of the Bankruptcy Code solely because of its employment by or representation of the debtor before the commencement of this Chapter 11 Case. *See* 11 U.S.C. § 1107(b).

32. Cooley's services will enable the Debtor to execute faithfully its duties as a debtor-in-possession and are necessary to the successful functioning of this Chapter 11 Case. Based on its extensive experience and expertise, Cooley is both well-qualified and uniquely able to represent the Debtor during this Chapter 11 Case in an efficient, cost-effective, and timely manner. As stated above, the Debtor does not believe that Cooley holds or represents any interest adverse to the Debtor's estate, and it believes that Cooley is a "disinterested person" as such term is defined by section 101(14) of the Bankruptcy Code. Accordingly, the Debtor submits that the retention of Cooley is in the best interest of the Debtor, its estate, and its stakeholders and should be approved by this Court. The Debtor further requests approval of the employment of Cooley effective as of the Petition Date. The complexity and speed that have characterized this Chapter 11 Case have necessitated that the Debtor, Cooley, and the Debtor's other professionals focus their immediate attention on time-sensitive matters and promptly devote substantial resources to the affairs of the Debtor pending submission and approval of this Application.

33. Cooley does not hold a prepetition claim against the Debtor and its estate. All amounts paid by the Debtor to Cooley in the year prior to the Petition Date are disclosed in the Cooley Attorney Compensation Statement filed concurrently herewith.

34. Accordingly, Cooley should be retained in this Chapter 11 Case as lead counsel pursuant to sections 327(a), 330, and 331 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Bankruptcy Rules 2014-1 and 2016-2.

NOTICE

35. Notice of this Application will be provided to the following, or their counsel, if known: (i) the U.S. Trustee; (ii) the United States Attorney's Office for the District of Delaware and all other states in which the Debtor operates; (iii) the Internal Revenue Service; (iv) any party known or reasonably believed to have expressed an interest in acquiring any of the assets; (v) the United States Securities and Exchange Commission; and (vi) any other party that is 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

36. No prior request for the relief sought in this Application has been made to this Court or any other court.

CONCLUSION

WHEREFORE, the Debtor respectfully requests that this Court enter an order, substantially in the form of the Proposed Order, granting the relief requested herein and such other relief as this Court deems just and proper under the facts and circumstances of this Chapter 11 Case.

Dated: July 13, 2026

Respectfully submitted,

SANGAMO THERAPEUTICS, INC.

/s/ Scott B. Willoughby
Scott B. Willoughby
SVP, 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 *Debtor's Application for Entry of an Order Authorizing the Employment and Retention of Cooley LLP as Lead Counsel to the Debtor Effective as of the Petition Date* (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 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)**.

[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.

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.

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Dated: July 13, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Brendan J. Schlauch

Daniel J. DeFranceschi (No. 2732)
Amanda R. Steele (No. 5530)
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-and-

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Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT A

Speckhart Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DECLARATION OF CULLEN D. SPECKHART IN SUPPORT OF THE DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF COOLEY LLP AS LEAD COUNSEL TO THE DEBTOR EFFECTIVE AS OF THE PETITION DATE

I, Cullen D. Speckhart, hereby declare, pursuant to 28 U.S.C. § 1746, as follows:

1. I am an attorney at law and a partner of the law firm of Cooley LLP, located at 55 Hudson Yards, New York, New York 10001 ("**Cooley**" or "**Applicant**"). I am the lead attorney from Cooley working on the above-captioned chapter 11 case (this "**Chapter 11 Case**"). I am a member in good standing of the Bars of the Commonwealth of Virginia, States of New York and Missouri, and the District of Columbia, and I have been admitted to practice in the United States District Courts for the Southern District of New York, the Southern District of Texas, and the Eastern District of Virginia, and the United States Court of Appeals for the Fourth Circuit, and have been admitted *pro hac vice* in this Chapter 11 Case. There are no disciplinary proceedings pending against me.

2. I submit this declaration (this "**Declaration**") in support of the *Debtor's Application for Entry of an Order Authorizing the Employment and Retention of Cooley LLP as Lead Counsel*

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

to the Debtor Effective as of the Petition Date (the "**Application**").[2] Except as otherwise noted, I have personal knowledge of the matters set forth herein.

COOLEY'S QUALIFICATIONS

3. The Debtor seeks to retain Cooley as lead counsel because of Cooley's recognized expertise and extensive experience and knowledge in the field of debtors' protections, creditors' rights, and business reorganizations under chapter 11 of the Bankruptcy Code.

4. Cooley is one of the country's leading law firms and has been retained in connection with sophisticated chapter 11 proceedings in this Court such as: Clearside Biomedical, WeWork, Quanergy Systems, Packable Holdings, Enjoy Technology, NS8, Mallinckrodt, 24 Hour Fitness Worldwide, Avon, American Apparel, Brookstone, Celadon, Charlotte Russe, Charming Charlie, Claire's, Eastern Outfitters, Fuhu, Hipcricket, Lucira Health, Pacific Sunwear of California, PhaseBio Pharmaceuticals, Radioshack, The Wet Seal, True Religion, Vestis, and Videology, among many others.

5. Prior to the Petition Date, the Debtor sought the services of Cooley for 30 years with respect to general corporate, litigation, and patent counseling and prosecution, among other services. Cooley has represented the Debtor since January 1996. As a result of representing the Debtor in such matters, Cooley acquired extensive institutional knowledge of the Debtor and its business, became familiar with many aspects of the Debtor's operations and legal affairs, and has worked closely with the Debtor's management and other professionals. Cooley is well-acquainted with the Debtor's corporate history and business operations and, as a result, has developed experience and expertise regarding the Debtor that will assist Cooley in providing effective and efficient services in this Chapter 11 Case. I believe that Cooley's continued representation of the

[2] Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Application.

Debtor in connection with this Chapter 11 Case, particularly given Cooley's extensive knowledge of the Debtor's history and business, is in the best interest of the Debtor's estate and its stakeholders.

6. I further submit that the employment of Cooley as lead counsel will not be duplicative of, but will complement, the services to be provided by proposed Delaware co-counsel, RLF. The Debtor's professionals will work together to ensure that they are not duplicating efforts with regard to the Services (as defined below). The Debtor, RLF, and Cooley do not anticipate any overlap in responsibility or duplication of efforts between Cooley and RLF. However, out of an abundance of caution and a desire to efficiently provide legal services to the Debtor, Cooley will coordinate efforts to avoid duplication of work and unnecessary fees. Cooley has also agreed to make reasonable efforts to avoid duplication of services provided by any other professionals employed by the Debtor.

SERVICES TO BE PROVIDED

7. The Debtor seeks to employ Cooley on an hourly basis to act as the Debtor's lead counsel in this Chapter 11 Case and in any and all matters that arise with respect thereto or to the Debtor. Subject to further order of this Court, and consistent with the Engagement Letter, the Debtor requests the retention and employment of Cooley to render the following legal services (collectively, the "**Services**"):

Bankruptcy and Restructuring Services:

(a) advise the Debtor of its rights, powers, and duties as a debtor-in-possession under chapter 11 of the Bankruptcy Code;

(b) prepare, on behalf of the Debtor, all necessary and appropriate applications, motions, proposed orders, other pleadings, notices, schedules, and other documents, and review all financial and other reports to be filed in this Chapter 11 Case;

(c) advise the Debtor with respect to, and assist in the negotiation and documentation of, financing agreements and related transactions;

(d) advise the Debtor concerning, and prepare responses to, applications, motions, other pleadings, notices, and other papers that may be filed and served in this Chapter 11 Case;

(e) review the nature and validity of any liens asserted against the Debtor's property, if any, and advise the Debtor concerning the enforceability of such liens;

(f) advise the Debtor regarding its ability to initiate actions to collect and recover property for the benefit of its estate;

(g) advise the Debtor in connection with any sale of assets and related documents;

(h) advise the Debtor in connection with any chapter 11 plan and related documents;

(i) advise and assist the Debtor in connection with any potential property dispositions;

(j) advise the Debtor concerning executory contract and unexpired lease assumptions, assignments, and rejections;

(k) assist the Debtor in reviewing, estimating, and resolving claims asserted against the Debtor's estate;

(l) commence and conduct litigation necessary or appropriate to assert rights held by the Debtor, protect assets of the Debtor's estate, or otherwise further the goal of completing any sale of assets and/or chapter 11 plan;

(m) provide corporate, M&A, employee benefit, litigation, tax, intellectual property, insurance, and other general non-bankruptcy services to the Debtor to the extent requested by the Debtor; and

(n) perform all other necessary or appropriate legal services in connection with this Chapter 11 Case for or on behalf of the Debtor.

PROFESSIONAL COMPENSATION

8. Cooley intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with this Chapter 11 Case, subject to this Court's approval and in accordance with sections 330 and 331 of the Bankruptcy

Code and in compliance with the Bankruptcy Rules, the Local Bankruptcy Rules, the U.S. Trustee Guidelines, and any other applicable procedures and orders of this Court. The hourly rates and corresponding rate structure that Cooley will use in this Chapter 11 Case are the same as the hourly rates and corresponding rate structure that Cooley uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters, whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

9. During the course of this Chapter 11 Case, Cooley will invoice the Debtor pursuant to the Engagement Letter in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any orders entered in this Chapter 11 Case governing professional compensation and reimbursement for services rendered and charges incurred. Cooley also intends to make a reasonable effort to comply with any requests from the U.S. Trustee for information and additional disclosures, both in connection with this Application and the interim and final fee applications to be filed by Cooley in this Chapter 11 Case.

10. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in effect when services are performed by the attorneys, paralegals, and staff who provide services to the Debtor.

11. The current standard hourly rates of the Cooley professionals anticipated to be primarily staffed on this matter are set forth in the chart below:

Billing Category	Range
Partners	$1,790 - $2,595
Counsel[3]	$1,535 - $2,855
Associates	$910 - $1,670
Paralegals	$240 - $780
Professional Staff	$475 - $780

12. These rates are set at a level designed to compensate Cooley fairly for the work of its attorneys, paralegals, and staff and to cover fixed and routine overhead expenses. The hourly rates are subject to periodic increases in the normal course of Cooley's business, often due to the increased experience of the particular professional. These adjustments usually commence on January 1st of each year. The Debtor has been advised of that fact and Cooley will disclose any rate increases when they occur to this Court and the U.S. Trustee by filing a notice with this Court.

13. Consistent with Cooley's policy with respect to its other clients, Cooley will continue to charge the Debtor for all other services provided and for other charges and disbursements incurred in the rendition of services. These charges and disbursements include, among others, travel,[4] business meals, computerized research, messengers, couriers, postage, witness fees, and other fees related to trials and hearings.

14. On May 29, 2026 and June 18, 2026, the Debtor paid Cooley advance payment retainers in the aggregate amount of $750,000 (the "**Retainer**"). During the twelve (12) months immediately preceding the Petition Date, the Debtor was invoiced $5,115,422.93[5] and rendered payment (via wire, ACH, or application of Retainer) to Cooley in the aggregate amount of $5,532,343.88,[6] which includes (i) payment on invoices issued to the Debtor both during and prior

[3] Includes Senior Counsel, Of Counsel, and Special Counsel timekeepers.

[4] Non-working travel will be billed at 50%. There is no charge for photocopies.

[5] Applicant's final reconciliation of its prepetition services occurred after the Petition Date. This amount includes invoices issued postpetition for services rendered prepetition.

[6] This amount includes Services rendered by Cooley for restructuring advice and bankruptcy preparation as well as other Services, including, but not limited to, corporate work. Additionally, Applicant's final reconciliation of

to the twelve (12) months immediately preceding the Petition Date, and (ii) application of the remaining Retainer balance. After application of all payments received from the Debtor on account of all Cooley invoices, as of the Petition Date, Cooley's Retainer balance was $0.00.

15. As of the Petition Date, the Debtor owed Cooley $0.00 for prepetition services rendered.

16. The Debtor paid Cooley's fees and expenses and advance payment of the Retainer in the following amounts for services rendered and expenses incurred in the ninety (90) days prior to the Petition Date (from March 24, 2026 through June 22, 2026). Payments received by Cooley in the ninety (90) days before the Petition Date relate to services provided to the Debtor in connection with various restructuring advice and bankruptcy preparation as well as other services, including corporate work.

Invoice Date	Invoice Amount	Date Paid	Amount Paid	Method of Payment
2/20/2026	$27,216.00	3/30/2026	($27,216.00)	ACH
2/20/2026	$178,987.50	4/7/2026	($178,987.50)	ACH
2/20/2026	$250,033.05	4/20/2026	($250,033.05)	ACH
3/16/2026	$16,204.95	3/30/2026	($16,204.95)	ACH
3/31/2026	$25,552.12	5/29/2026	($25,552.12)	Wire
3/31/2026	$929.25	5/29/2026	($929.25)	Wire
3/31/2026	$24,378.55	5/29/2026	($24,378.55)	Wire
3/31/2026	$154,201.90	5/29/2026	($154,201.90)	Wire
3/31/2026	$15,422.40	5/29/2026	($15,422.40)	Wire
4/30/2026	$27,423.90	5/29/2026	($27,423.90)	Wire
4/30/2026	$47,620.35	5/29/2026	($47,620.35)	Wire
4/30/2026	$14,427.45	5/29/2026	($14,427.45)	Wire
4/30/2026	$225.00	5/29/2026	($225.00)	Wire
4/30/2026	$26,909.55	5/29/2026	($26,909.55)	Wire
4/30/2026	$16,274.70	5/29/2026	($16,274.70)	Wire
5/26/2026	$7,378.65	5/29/2026	($7,378.65)	Wire
5/26/2026	$282,312.45	5/29/2026	($282,312.45)	Wire
5/26/2026	$30,803.85	5/29/2026	($30,803.85)	Wire
5/26/2026	$42,979.50	5/29/2026	($42,979.50)	Wire

its prepetition services occurred after the Petition Date. This amount includes application of the Retainer postpetition for services rendered prepetition.

5/26/2026	$68,980.50	5/29/2026	($68,980.50)	Wire
6/4/2026	$20,404.67	6/10/2026	($20,404.67)	Wire
6/4/2026	$20,391.60	6/10/2026	($20,391.60)	Wire
6/4/2026	$1,396.12	6/10/2026	($1,396.12)	Wire
6/4/2026	$16,800.67	6/10/2026	($16,800.67)	Wire
6/4/2026	$340,832.40	6/10/2026	($340,832.40)	Wire
6/10/2026	$1,217.20	6/12/2026	($1,217.20)	Wire
6/10/2026	$304.30	6/12/2026	($304.30)	Wire
6/10/2026	$4,955.07	6/12/2026	($4,955.07)	Wire
6/10/2026	$544,441.57	6/12/2026	($544,441.57)	Wire
6/16/2026	$10,813.34	6/18/2026	($10,813.34)	Wire
6/16/2026	$632,818.62	6/18/2026	($632,818.62)	Wire
6/18/2026	$505,050.30	6/18/2026	($505,050.30)	Wire
6/18/2026	$500,000.00	6/18/2026	($500,000.00)	Wire
7/10/2026	$750,000.00	7/10/2026	($750,000.00)	Application of Retainer
Remaining Advance After Reconciliation: $0				

17. As of the Petition Date, the Debtor does not owe Cooley any amounts for legal services rendered before the Petition Date and does not have any remaining balance on the Retainer.

18. Other than as set forth herein, no arrangement is proposed between the Debtor and Cooley for compensation to be paid in this Chapter 11 Case. Cooley further states that it has not shared, nor agreed to share (i) any compensation it has received or may receive from its representation of the Debtor in this Chapter 11 Case with another party or person, other than with the partners, counsel and associates of Cooley, or (ii) any compensation of another person or party involved in this Chapter 11 Case.

STATEMENT REGARDING THE U.S. TRUSTEE GUIDELINES

19. Cooley shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Case in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court. Cooley also intends to

make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures as set forth in the U.S. Trustee Guidelines, both in connection with this Application and the interim and final fee applications to be filed by Cooley in the Chapter 11 Case.

20. The following is provided in response to the request for additional information set forth in Paragraph D.1. of the U.S. Trustee Guidelines:

Question: Did you agree to any variation from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographical location of the bankruptcy case?

Response: No.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed post-petition, explain the difference and the reason for the difference.

Response: Cooley represented the Debtor during the 12 months prepetition. Cooley charged the Debtor its standard hourly rates during this time. The Debtor will be charged Cooley's standard hourly rates postpetition.

Question: Has your client approved your prospective budget and staffing plan, and, if so for what budget period?

Response: Cooley has prepared a staffing plan and budget that covers the time period from June 23, 2026 through October 2, 2026, and will be reviewing it with the Debtor.

21. The Debtor requests approval of the employment of Cooley as lead counsel effective as of the Petition Date. Such relief is warranted by the circumstances presented by this Chapter 11 Case.

COOLEY'S DISINTERESTEDNESS

22. In connection with its proposed retention by the Debtor in this Chapter 11 Case, Cooley undertook to determine whether it had any conflicts or other relationships that might cause

it not to be disinterested or to hold or represent an interest adverse to the Debtor. Specifically, Cooley obtained from the Debtor and its representatives the names of individuals and entities that may be parties in interest in this Chapter 11 Case (the "**Potential Parties in Interest**") and such parties are listed on **Schedule 1** hereto.

23. Cooley has searched on its electronic database for its connections to the entities listed on **Schedule 1** hereto. To the extent that I have been able to ascertain that Cooley has been retained within the last three years to represent any of the Potential Parties in Interest (or their affiliates, as this Chapter 11 Case may be) in matters wholly unrelated to this Chapter 11 Case, such facts are disclosed on **Schedule 2** attached hereto.

24. Cooley and certain of its partners and associates may have in the past represented, may currently represent, and may in the future represent, entities that may be parties in interest in this Chapter 11 Case in connection with matters wholly unrelated (except as otherwise disclosed herein) to the Debtor and this Chapter 11 Case. Cooley has searched on its electronic database for its connection to the entities listed on **Schedule 1** attached hereto. The information listed on **Schedule 1** may have changed without our knowledge and may change during the pendency of this Chapter 11 Case. Accordingly, Cooley will update this Declaration as necessary and when Cooley becomes aware of additional material information. To the best of my knowledge, (i) Cooley is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor and its estate, and (ii) Cooley has no connection to the Debtor, its stakeholders, or other parties in interest, except as may be disclosed in this Declaration.

25. Listed on **Schedule 2** to this Declaration are the results of Cooley's conflicts searches of the Potential Parties in Interest. For the avoidance of doubt, Cooley will not commence

an adversary proceeding or action in this Chapter 11 Case against the entities listed on **Schedule 2** that are current clients of Cooley (including entities listed below under the "Specific Disclosures" section of this Declaration) unless Cooley has an applicable waiver on file or first receives a waiver from such entity allowing Cooley to commence such an action. To the extent that a waiver does not exist or is not obtained from such entity and it is necessary for the Debtor to commence an adversary proceeding or action against that entity, the Debtor will be represented in such particular matter by conflicts counsel or the Debtor's proposed Delaware co-counsel, RLF.

26. Of the entities listed on **Schedule 2**, none of the entities represented more than one percent of Cooley's fee receipts for the twelve-month period ending on December 31, 2025.

27. Cooley's conflicts search of the entities listed on **Schedule 1** (that Cooley was able to locate using its reasonable efforts) reveals, to the best of Cooley's knowledge, that those Cooley attorneys and paraprofessionals who previously worked at other law firms that represented such entities in this Chapter 11 Case have not worked on matters relating to the Debtor's restructuring efforts while at Cooley.

28. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Cooley, nor any partner, counsel, or associate thereof, insofar as I have been able to ascertain, have any connection with the Debtor, its stakeholders, or any other parties in interest, their respective attorneys and accountants, the U.S. Trustee, any person employed in the Office of the U.S. Trustee, or any bankruptcy Judge currently serving on the United States Bankruptcy Court for the District of Delaware, except as disclosed on **Schedule 2** or otherwise described herein.

29. Cooley will review its files periodically during the pendency of this Chapter 11 Case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new

relevant facts or relationships are discovered or arise, Cooley will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

30. Generally, it is Cooley's policy to disclose entities in the capacity that they first appear in a conflicts search. For example, if an entity already has been disclosed in this Declaration in one capacity (*e.g.*, a customer), and the entity appears in a subsequent conflicts search in a different capacity (*e.g.*, a vendor), Cooley does not disclose the same entity again in supplemental declarations, unless the circumstances are such in the latter capacity that additional disclosure is required.

31. From time to time, Cooley has referred work to other professionals to be retained in this Chapter 11 Case. Likewise, certain such professionals have referred work to Cooley.

SPECIFIC DISCLOSURES

32. As specifically set forth below and in the attached exhibits, Cooley represents certain of the Debtor's stakeholders, equity security holders, or other entities that may be parties in interest in ongoing matters wholly unrelated to the Debtor and this Chapter 11 Case. None of the representations described herein are materially adverse to the interests of the Debtor or its estate. Moreover, pursuant to section 327(c) of the Bankruptcy Code, Cooley is not disqualified from acting as the Debtor's lead counsel merely because it represents certain of the Debtor's stakeholders, equity security holders, or other entities that may be parties in interest in matters wholly unrelated to this Chapter 11 Case, as applicable.

33. As disclosed on **Schedule 2**, attached hereto, Cooley represents, and in the past has represented, (i) Thermo Fisher Scientific, Inc. and its affiliates, (ii) Charles River Laboratories, Inc., and (iii) Charles River Laboratories Montreal ULC. Cooley has not represented, and will not

represent, Thermo Fisher Scientific, Inc. and its affiliates, Charles River Laboratories, Inc., or Charles River Laboratories Montreal ULC in connection with any matter related to this Chapter 11 Case during the pendency of this Chapter 11 Case and all current and prior Cooley representations of these entities have been in matters unrelated to this Chapter 11 Case. I do not believe that Cooley's current or prior representation of Thermo Fisher Scientific, Inc. and its affiliates, Charles River Laboratories, Inc., or Charles River Laboratories Montreal ULC precludes Cooley from meeting the disinterestedness standard under the Bankruptcy Code.

34. As further disclosed on **Schedule 2**, attached hereto, Cooley in the past has represented Prevail Therapeutics, Inc. ("**Prevail**"), an affiliate of Eli Lilly and Company. Prevail has not been a Cooley client since July 2025. As such, Cooley will not represent Prevail or Eli Lilly and Company in connection with any matter related to this Chapter 11 Case during the pendency of this Chapter 11 Case. I do not believe that Cooley's prior representation of Prevail precludes Cooley from meeting the disinterestedness standard under the Bankruptcy Code.

35. As further disclosed on **Schedule 2** attached hereto, Cooley currently represents, and formerly represented, certain parties in interest in this Chapter 11 Case in bankruptcy proceedings and/or their affiliates in their capacities as members of official committees in other cases or in their individual capacities or post-effective date claims processes. Cooley has not represented, and will not represent, these entities in connection with any matter related to this Chapter 11 Case during the pendency of this Chapter 11 Case. All current and prior Cooley representations of these entities have been in matters unrelated to this Chapter 11 Case. I do not believe that Cooley's current or prior representation of these entities precludes Cooley from meeting the disinterestedness standard under the Bankruptcy Code.

AFFIRMATIVE STATEMENT OF DISINTERESTEDNESS

36. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (i) Cooley is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtor's estate and (ii) Cooley has no connection to the Debtor, its stakeholders, or other parties in interest, except as may be disclosed herein.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: July 13, 2026

Respectfully submitted,

/s/ Cullen D. Speckhart
Cullen D. Speckhart
Partner of Cooley LLP

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

Debtor & Non-Debtor Affiliates (not otherwise mentioned)
Ceregene, Inc.
Sangamo Therapeutics France S.A.S.
Sangamo Therapeutics, Inc.
Sangamo Therapeutics UK Ltd.

Debtor's 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, P.A. (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

Disclosures

Interested Party	Relationship to Debtor	Relationship to Cooley	Description of Relationship
Old Republic Insurance Company	Insurance Providers	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
AT&T Business Direct	Utility Providers	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
AXA XL Insurance	Insurance Providers	Former client	Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Andrew Vara	US Trustee Staff	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Comcast Business	Utility Providers	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Pacific Gas and Electric Company (PG&E)	Utility Providers	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Evercore Group Inc.	Debtor's Professionals & Advisors	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
J.P. Morgan	Banks	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.

Interested Party	Relationship to Debtor	Relationship to Cooley	Description of Relationship
Wells Fargo Bank	Banks	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Raymond James Financial, Inc.	Debtor's Professionals & Advisors	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
American International Group, Inc. (AIG)	Insurance Providers	Former client	Within the prior three (3) years, Cooley has represented this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Berkshire Hathaway Specialty Insurance	Insurance Providers	Former client	Within the prior three (3) years, Cooley has represented this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Silicon Valley Bank	Banks	Affiliate of current client	Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
PPD Development, L.P.	Top 20 Creditors	Affiliate of current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Chubb National Insurance Company	Insurance Providers	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Allied World Assurance Company (U.S.), Inc.	Insurance Providers	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
US Bank	Banks	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.

Interested Party	Relationship to Debtor	Relationship to Cooley	Description of Relationship
Sentry Specialty	Insurance Providers	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Brammer Bio, LLC	Top 20 Creditors	Affiliate of current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Guardian	Insurance Providers	Former client	Within the prior three (3) years, Cooley has represented this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Cigna Health and Life Insurance Company	Insurance Providers	Affiliate of current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Karen L. Smith	Directors & Officers	Related party to current client	Cooley represents an entity and/or certain affiliate(s) of an entity where this individual may be related in matters wholly unrelated to this Chapter 11 Case.
United HealthCare Insurance Company	Insurance Providers	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Catalent Pharma Solutions	Top 20 Creditors	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Vision Service Plan (VSP)	Insurance Providers	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Kaiser Foundation Health Plan	Insurance Providers	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.

Interested Party	**Relationship to Debtor**	**Relationship to Cooley**	**Description of Relationship**
Kohlberg Kravis Roberts & Co. (KKR)	Debtor's Professionals & Advisors	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Charles River Laboratories Montreal ULC	Top 20 Creditors	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
IQVIA RDS Inc.	Top 20 Creditors	Affiliate of current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Laboratory Corporation of America	Top 20 Creditors	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
TraceLink Inc	Top 20 Creditors	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Sompo International	Insurance Providers	Former client	Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Kite Pharma, Inc.	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Samsung Biologics	Contract Counterparties	Affiliate of current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
California Institute of Technology	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Rothwell, Figg, Ernst & Manbeck, P.C.	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this

Interested Party	Relationship to Debtor	Relationship to Cooley	Description of Relationship
			entity in matters wholly unrelated to this Chapter 11 Case.
Biogen Idec MA Inc.	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Twist Bioscience Corporation	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
AstraZeneca PLC	Contract Counterparties	Former client of lateral Related party to current client	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case. Cooley represents an entity where this party may be related in matters wholly unrelated to this Chapter 11 Case.
F. Hoffmann-La Roche Ltd	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Genentech, Inc.	Contract Counterparties	Former client of lateral Related party to current client	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case. Cooley represents an entity where this party may be related in matters wholly unrelated to this Chapter 11 Case.
CBRE, Inc.	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters

Interested Party	Relationship to Debtor	Relationship to Cooley	Description of Relationship
			wholly unrelated to this Chapter 11 Case.
CHDI Foundation	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Corteva Agriscience LLC	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Prevail Therapeutics, Inc.	Contract Counterparties	Former client[15]	Within the prior three (3) years, Cooley has represented this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Fisher BioServices, Inc.	Contract Counterparties	Affiliate of current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Ernst & Young LLP	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Charles River Laboratories, Inc.	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Syneos Health UK Limited	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
UBS Securities LLC	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Benchling, Inc.	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this

[15] Prevail Therapeutics, Inc. ("**Prevail**") is an affiliate of Eli Lilly and Company. Cooley's relationship with Prevail ended in 2025.

Interested Party	Relationship to Debtor	Relationship to Cooley	Description of Relationship
			entity in matters wholly unrelated to this Chapter 11 Case.
East West Bank	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Eli Lilly and Company	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Hoffmann-La Roche Inc.	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Professional Case Management	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
ACT for Health, Inc.	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
National Institutes of Health	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Bio-Rad AbD Serotec GmbH	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
The Board of Trustees of the	Contract Counterparties	Former client	Within the prior three (3) years, Cooley has represented this entity

Interested Party	Relationship to Debtor	Relationship to Cooley	Description of Relationship
Leland Stanford Junior University			and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Catalent Gosselies PS S.A.	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Thermo Fisher Scientific, Inc.	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Astellas Gene Therapies, Inc.	Contract Counterparties	Former client	Within the prior three (3) years, Cooley has represented this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Life Technologies Corporation	Contract Counterparties	Affiliate of current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
JAGGAER, LLC	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
American Type Culture Collection	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Foley & Lardner LLP	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Syneos Health, LLC	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Nisos Group	Contract Counterparties	Current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.

Interested Party	**Relationship to Debtor**	**Relationship to Cooley**	**Description of Relationship**
Takeda Pharmaceuticals Inc Co.	Contract Counterparties	Affiliate of current client	Cooley represents this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Pfizer, Inc.	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
HSBC UK Bank, PLC	Banks	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Roche Diagnostics	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Oracle American, Inc.	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Veeva Systems, Inc.	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Catalent Maryland, Inc.	Contract Counterparties	Former client	Within the prior three (3) years, Cooley has represented this entity and/or certain affiliate(s) of this entity in matters wholly unrelated to this Chapter 11 Case.
Novartis Institutes for BioMedical Research	Contract Counterparties	Former client of lateral	An attorney of Cooley has represented, within the prior three (3) years, this entity and/or certain affiliate(s) of this entity in matters

Interested Party	**Relationship to Debtor**	**Relationship to Cooley**	**Description of Relationship**
		Related party to current client	wholly unrelated to this Chapter 11 Case. Cooley represents an entity where this party may be related in matters wholly unrelated to this Chapter 11 Case.
Memorial Sloan-Kettering Cancer Center	Contract Counterparties	Related party to current client	Cooley represents an entity where this party may be related in matters wholly unrelated to this Chapter 11 Case.

EXHIBIT B

Engagement Letter

Cooley

Cullen Speckhart
T: +1 212 479 6657
cspeckhart@cooley.com

May 27, 2026

Sangamo Therapeutics, Inc.
Scott Willoughby
501 Canal Blvd.
Suite A100
Richmond, CA 94804

Re: Representation of Sangamo Therapeutics, Inc. in Connection with Contingency Planning, Strategic Alternative Advice, and Chapter 11 Planning

Dear Scott:

Scope of Engagement. We are pleased that we have been engaged to assist **Sangamo Therapeutics, Inc.** and its affiliates (the "Company") in connection with contingency planning, strategic alternative advice, and chapter 11 planning. This letter and the incorporated Terms of Business (the "Retention Agreement") describe the terms of our representation of the Company, including our policies on fees, billing, conflicts, and other policies important to our relationship. Should you have any questions, please do not hesitate to contact me.

Supplementing Prior Engagement Terms. This Retention Agreement supplements the current engagement agreement between the Company and Cooley LLP ("Cooley") dated May 24, 2017 ("Primary Engagement Letter"). The Primary Engagement Letter remains in full force and effect except to the extent inconsistent with this Retention Agreement, in which case this Retention Agreement will govern.

Staffing & Fees. I will have primary initial responsibility for the Company's representation and will utilize other attorneys and paralegals in the firm in the best exercise of my professional judgment. I anticipate that Lauren Reichardt and Paul Springer initially will be the primary attorneys working with me on this matter. Our fees are based upon the hourly rates of the lawyers and other members of our professional staff who provide services to the Company. My current rate is $2,380, Lauren's current rate is $1,825, and Paul's current rate is $1,665.

Retainer. A retainer is an advance payment appropriate to the size and scope of the matter that we apply toward amounts the Company thereafter owes us. In light of the nature of the engagement, the Company agrees to provide an advance retainer (the "Retainer") in the amount of $250,000.00. Cooley may apply the Retainer to any outstanding fees as services are rendered and to expenses as they are incurred. The Company understands and acknowledges that any retainer is earned by upon receipt. The Company further understands and acknowledges that the use of the Retainer is an integral condition of the engagement, and is necessary to ensure that: the Company continues to have access Cooley's services; Cooley is compensated for its representation of Company; Cooley is not a pre-petition creditor in the event of a formal insolvency proceeding; and that in light of the foregoing, the provision of the Retainer is in the Company's best interests. In the event the Retainer amount nears depletion, we will likely request that you replenish the Retainer. Upon completion or termination of our engagement, we will promptly return any remaining funds in the Retainer that are not credited against outstanding amounts.

———

If the above supplemental terms of our engagement relating to contingency planning, strategic alternative advice, and chapter 11 planning matters are acceptable, please indicate the Company's agreement by arranging for the enclosed copy of this letter to be signed and returned to us, retaining this letter for the Company's records. Facsimile signatures are as effective as original signatures.

Cooley

If at any time there are questions, concerns or criticisms, please contact me at once. We look forward to working with the Company on the abovementioned matters.

Very truly yours,

Cooley

By: Cullen Speckhart
Cullen Speckhart, Partner

Accepted and Agreed:

Sangamo Therapeutics, Inc.

By: Scott Willoughby
Scott Willoughby, Chief Legal Office & Corporate Secretary

Dated: June 9, 2026

Cooley

Terms of Business

Cooley Entities. "Cooley" is an international legal practice carried on by (i) Cooley LLP in the United States, China and Brussels (ii) Cooley (UK) LLP in London, (iii) Cooley SG LLP in Singapore, and (iv) Cooley HK in Hong Kong, and we may, in the future, open or associate with other offices or affiliated entities (altogether, the "Cooley Entities"). The Cooley Entities work together as an integrated international network, but are independent, separately constituted and regulated legal entities which provide legal services in accordance with the relevant laws of the jurisdictions in which they operate. The Client agrees that we may, where appropriate, engage one or more Cooley Entities to provide legal services to you on the same terms as set forth in this Engagement Agreement, unless we provide additional or alternate engagement terms.

Scope of Engagement. The scope of our representation is limited to the Matter and any other matters we expressly agree to handle. This Engagement Agreement governs all current and future matters in which Cooley represents the Client. Cooley provides services of a strictly legal nature. The Client may not rely on us for business, investment, or accounting advice. Any advice we provide about possible outcomes is merely an assessment based on the information available to us at the time. We cannot guarantee the outcome of any matter. Unless we have otherwise agreed in writing, it is the sole responsibility of the Client to determine the availability of insurance coverage regarding the subject matter of our engagement and to provide notice to any such insurer.

Cooley's Client. Cooley's representation is limited to the Client as identified in the Retention Letter. Our representation does not extend to the Client's affiliates or other related parties, including any current, future, direct or indirect parent companies, subsidiaries, sister companies, members, owners, limited partners, acquirers, investors, funds, or other entities that manage or are managed by the Client or in which the Client owns an interest or that own an interest in the Client ("Affiliated Companies"), or any of the Client's founders, partners, principals, employees, officers, directors, or shareholders ("Affiliated Individuals"; together with Affiliated Companies, "Affiliates"). We do not have an attorney-client relationship with or owe duties to such Affiliates and we are not prohibited from taking on matters adverse to or otherwise involving such Affiliates because of our representation of the Client. Similarly, our work and advice are not for the benefit of, nor may it be relied upon by, any Affiliate, or any other third party, without our written consent. If Cooley separately agrees to represent an Affiliate in this or another matter, which must be confirmed by Cooley in writing, that Affiliate is bound by this Engagement Agreement (as the "Client"), unless we agree in writing to other terms.

Billing and Payment Terms. Generally, we will bill the Client monthly for all fees, costs, and disbursements (together "Charges") recorded in the previous month, although there may be times when we will include certain Charges in a subsequent invoice. The Client agrees to pay our invoices in full upon receipt. If we do not receive full payment within 30 days of the invoice date, we may impose a late charge of 0.5% per month (6% annual) on the unpaid balance to account for the added expenses we incur for overdue accounts, including billing and collection costs. Our rates increase at the beginning of each calendar year. Currently, the hourly rates for attorneys and other members of our professional staff range from $215 - $2,400. Charges are not contingent upon the outcome of the matters we handle for the Client, unless we separately agree in writing otherwise. Any fee projections or budgets regarding Charges are only estimates. Cooley cannot guarantee what Charges will be necessary to resolve or to complete the Client's matters.

It is often necessary for us to pay for ancillary services, such as delivery services and document services; travel expenses; filing, court reporter and transcript fees; electronic discovery management; docketing fees; and other expenses. These items are separately itemized on our invoices as "costs and disbursements recorded." Where possible, our costs and disbursements represent out-of-pocket costs; however, some may represent an allocation of overhead costs, or a combination of both. If we provide in-house e-discovery management or litigation support services to the Client, data processing and hosting fees will apply. The Client is responsible for paying the amounts in effect when they are incurred. In certain circumstances, the Client will be required to pay for these expenses directly or to fund them in advance. At the Client's request, we will provide a schedule of our standard costs and disbursements, which change from time to time.

If we retain local counsel, vendors, consultants, experts, or other third parties in connection with our representation of the Client ("Third Parties"), we do so as the Client's agent. We are not responsible for any act or omission of Third Parties, and the Client is solely responsible for payment of all invoices issued by such Third Parties. In some cases, we may elect to advance Third Party fees and expenses on the Client's behalf; such payments will be included on our invoices for reimbursement and, in the case of foreign counsel retained in connection with intellectual property prosecution matters, shall include a 10% administrative surcharge. In other cases, the Client may be required to pay Third Party fees and expenses directly or to fund our payment of such fees and expenses in advance.

As security for the payment of the Charges incurred on the Client's behalf, and without prejudice to any other rights, recourse, or remedies we may have, the Client hereby grants us a security interest in and lien upon any sum(s) that may be deposited in our client trust and/or retainer account(s) or that we otherwise may receive on the Client's behalf, including, but not limited to, refunds and insurance payments, in connection with any engagement covered by our Engagement Agreement. In our discretion we may apply and/or offset any such sums against one or more of our invoices for Charges at any time.

VAT, GST, and Other Taxes. The Client is responsible for any applicable VAT, GST, or other tax that any jurisdiction may impose on our Charges for this representation. All references to dollars or "$" in this letter or in our invoices refer to United States dollars.

Charges in Advance of Trial or Arbitration. For matters that involve litigation or threatened litigation, or any administrative or alternative dispute

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resolution proceeding ("Trial"), the Client agrees that 90 days prior to any scheduled trial or binding arbitration date, all Charges incurred up to that point will be paid in full, and the Client will (a) provide us with a retainer or augment any existing retainer ("Trial Retainer") or (b) make some other arrangement satisfactory to us, to ensure payment of all estimated Charges through the end of Trial. The Client agrees that if the Client does not satisfy these requirements, we may withdraw as the Client's counsel in such matter, and the Client will provide any consent necessary for such withdrawal. Cooley's representation of the Client does not include the handling of appeals or any post-Trial matters unless specifically agreed in the Retention Letter or in another writing, in which case the Trial Retainer shall also include estimated Charges for such appeals or post-Trial matters.

Patent Maintenance Fees and Annuities. Cooley is not responsible for making annuity, renewal or maintenance fee payments on behalf of the Client. Such payments, which may be required to maintain the patent or application, are the sole responsibility of the Client. Upon a written request, Cooley may assist the Client with establishing an account with a third-party service provider who handles such payments.

Trademark Prosecution Costs and Disbursements. For each new trademark application, we charge one-time, upfront trademark docketing fees. These fees include the firm's time involved in opening, managing, and updating the docket and are in addition to our hourly fees, foreign counsel fees, government filing fees, and other fees and costs. A schedule of these fees is available upon request.

Conflicts of Interest & Advance Waiver. Given the breadth of Cooley's practice, it is possible that during our engagement, we will be asked to represent the Client or other clients in matters that create conflicts of interest. Without waivers of these conflicts, the Client and other clients might not be able to choose Cooley as their counsel. Thus, it is material to our engagement that the Client waive in advance certain future conflicts of interest that may arise during our engagement. We make similar requests of our other clients so that the Client – like other clients – has the opportunity to engage Cooley as counsel.

Accordingly, the Client agrees in advance that Cooley is permitted to represent other clients in matters directly adverse to the Client. For example, and without limiting the scope of this advance waiver, we may represent other clients in connection with:

a) Financing, licensing, mergers and acquisitions, contracts, and other commercial transactions
b) Circumstances in which both the Client and other clients are each attempting to acquire, merge, or enter into other strategic transactions with the same third party, or license the same assets, and only one of the Client or other clients is likely to succeed
c) Bankruptcy, restructuring, and insolvency proceedings, such as representation of debtors, creditors, and unsecured creditors' committees
d) Formal or informal requests for information, such as issuing and responding to subpoenas or other discovery, and inquiries and requests from government agencies or regulators
e) ANDA and Section 505(b)2 application-related matters, including litigation, involving circumstances in which the Client provides a certification to the FDA directed against (1) a patent owned or controlled by a Cooley client or (2) a patent listed in the FDA's Orange Book for a drug product owned by a Cooley client, such as certification under 21 U.S.C. § 355(j)(2)(A)(vii) or under 21 U.S.C. § 355(b)(2)(A)
f) Intellectual property prosecution, counseling, and enforcement, such as analysis of claim scope, infringement, and invalidity, responses to office actions, and participation in contested and uncontested intellectual property proceedings before the U.S. Patent and Trademark Office
g) Mediation, arbitration, litigation, and other dispute resolution proceedings

The Client also agrees that Cooley may represent the Client in such matters adverse to our other clients. In either case, with the exception of example (b) above, the Client's advance waiver is limited to circumstances in which our representation of our other client is *not substantially related* to our representation of the Client.

Cooley will continue to protect the Client's confidential information in accordance with applicable rules of professional conduct, and will implement ethical screens at the Client's written request or when we believe it is appropriate to do so. The Client agrees that conflicts shall not be imputed to Cooley personnel who are not providing legal services to the Client on the relevant matter(s), and that information obtained about or from the Client or another party shall not be imputed for conflicts purposes to any Cooley personnel with whom such information was not shared. For example, information obtained about a company's intellectual property in the course of a merger, acquisition, or other transaction, shall not be imputed for conflicts purposes to Cooley personnel who did not represent the Client in such transaction.

By engaging Cooley, the Client acknowledges that it prefers to provide an advance waiver for the matters described above rather than have Cooley request specific waivers in each instance. The Client understands that Cooley may not notify the Client each time Cooley relies on this advance waiver, particularly if disclosure may not be permitted because of Cooley's confidentiality obligations to the other client. The Client affirms that it understands the terms of this advance waiver, has been given an opportunity to consult with independent counsel, and is providing fully informed consent to waive such future conflicts.

Firm Privilege. The occasion might arise for us to consult with Cooley's General Counsel, other Cooley lawyers working with our General Counsel, or our own outside counsel regarding our representation. To the extent that we would be addressing our rights or responsibilities, in some circumstances, a conflict of interest might be deemed to exist between Cooley and the Client. The Client consents to such consultations and waives any conflict of interest based on such consultations, including any resulting communications or work product. The Client acknowledges that such communications and work product are protected from disclosure to the Client by Cooley's own attorney-client privilege and other privileges

Cooley

and immunities, and the Client affirms that it is not entitled to such communications or work product in discovery or otherwise.

Anti-Money Laundering. To comply with applicable anti-money laundering and similar laws, we will verify the identity of our clients and check the legitimacy of the source of their wealth and the source of funds for a matter. For more information about our anti-money laundering policies, visit www.cooley.com/AML-Policies, the terms of which are fully incorporated into this Engagement Agreement.

Document Retention. At the Client's written request, we will provide the Client with its file in accordance with ethical requirements, subject to any lien that may be created by law or contract for payment of any outstanding Charges. If the Client does not ask us to return its file, we will maintain it in accordance with our document retention policy in effect at that time. The Client agrees that we may destroy or otherwise dispose of the Client's file beginning seven (7) years after our work on the relevant matter has concluded without further notice, unless applicable law requires a longer preservation period or we have agreed in writing to other arrangements. The Client's file includes materials provided by the Client, final correspondence and emails sent to the Client, other parties to the matter, and vendors hired by the Client, court filings, deposition or hearing transcripts and exhibits, final discovery requests and responses, executed or final drafts of agreements and legal instruments, final legal analyses that were previously provided to the Client, and other documents that are reasonably necessary to the Client's representation. The Client's file does not include internal Cooley communications, Cooley's communications with its vendors, attorney notes, internal drafts, Cooley administrative materials, and other documents that are not reasonably necessary to the Client's representation. Cooley work product is not work made for hire. Cooley retains ownership of its work product, intellectual property and know-how. If we receive a subpoena or other request for documents from the Client's file, we may charge the Client the fees and costs of responding to such requests.

Data Protection & Information Management. Cooley and the Client shall comply with any applicable Data Protection Laws and the Data Sharing Addendum, which is incorporated into this Engagement Agreement by reference and available at www.cooley.com/client-privacy-addendum.

Under certain circumstances, the law requires us to report information to government authorities, including tax authorities, or others. While we would make reasonable efforts to consult with the Client before making such a disclosure, if we determine, in our sole discretion, that we have a legal duty to make a disclosure, we will do so in accordance with applicable law and our ethical obligations.

The Client agrees that Cooley may identify the Client and generally describe the nature of the work performed for the Client on Cooley's website and in connection with marketing activities.

Artificial Intelligence (AI). Cooley utilizes licensed and proprietary AI-driven solutions, including tools that may now or in the future incorporate generative AI technology ("Cooley AI tools"). Cooley AI tools are enterprise-grade platforms with enterprise-grade data protection consistent with our data security standards. Cooley AI tools are not a substitute for the judgment of our lawyers, and our use of AI is guided by our AI principles, which reflect our commitment to complying with applicable law and ethical duties, including protecting client confidences. Among other things, we prohibit the inputting of client confidential information into non-enterprise AI platforms, and we do not use client confidential information to train AI models. Given the number and variety of Cooley AI tools, we cannot disclose every instance of AI use, but among other things, we may use Cooley AI tools to assist us with providing more efficient and cost-effective legal services, including in connection with document drafting and legal research. We are committed to transparency and are available to discuss our AI use at the Client's convenience.

Termination. The Client may terminate our engagement at any time. We may withdraw from our engagement at any time, subject to applicable ethical rules. Unless previously terminated, the attorney-client relationship shall terminate automatically as of the date of the last task charged to the Client as reflected on the last invoice, regardless of whether a disengagement letter has been sent.

We may inform the Client of developments in the law through newsletters or similar client alerts. However, such materials are merely educational, and are not legal advice, either during the engagement or after its conclusion. Cooley does not have an obligation to continue to advise the Client about developments or changes in laws that might affect the Client's future rights and liabilities unless the Client expressly engages Cooley to do so. Any subsequent reengagement of Cooley will be governed by this Engagement Agreement, unless we separately agree in writing to other terms at that time.

Mediation & Arbitration. For any dispute, controversy, or claim between Cooley and the Client, or between Cooley and an Affiliate (each a "Dispute"), Cooley and the Client (on its behalf and on behalf of its Affiliates) agree that the Dispute shall be first submitted to JAMS for mediation. If the Dispute is not resolved through mediation within sixty (60) days of the date written notice was provided, then the Dispute shall be resolved solely through confidential binding arbitration as described below. Disputes subject to this provision include, but are not limited to, Disputes based on, arising out of, or related in any way to (i) tort, contract, or statute; (ii) this Engagement Agreement, or its validity, interpretation, application, performance, enforcement or termination; (iii) any acts or omissions related to or arising from services provided or alleged to have been provided by Cooley (for example, claims for malpractice, breach of fiduciary duty, intentional torts, or unpaid fees); and (iv) the scope or applicability of this arbitration clause or the arbitrability of the Dispute.

This Engagement Agreement involves interstate commerce and the Federal Arbitration Act ("FAA") shall govern the interpretation and enforcement of this arbitration agreement, as well as the arbitration. The arbitration shall be conducted in Washington, District of Columbia. JAMS will serve as the arbitration administrator, and the arbitration shall proceed pursuant to the JAMS Comprehensive Arbitration Rules and Procedures (the "Rules") as they exist on the effective date of this Engagement Agreement, except as may be modified herein or otherwise agreed to in writing. The arbitration

Cooley

shall be submitted to a single arbitrator appointed in accordance with the Rules who must be a former federal or state court judge; however, if the dispute involves an amount in controversy of more than US$1 million, then upon the written demand of any party, the arbitration shall be conducted by and submitted to three arbitrators, at least one of whom must be a former federal judge. Each party shall have the same discovery rights in the arbitration as afforded under the Federal Rules of Civil Procedure. This means that depositions may be taken and discovery may be obtained in any arbitration commenced under this arbitration provision. In addition, prior to a full arbitration hearing, the parties shall be permitted to file partially or fully-dispositive motions, on which the arbitrator(s) shall issue a ruling prior to hearing.

No demand for arbitration may be sustained after the date on which the commencement of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statutes of limitation or repose if the dispute was filed in court. The arbitrator(s) are authorized to dismiss the arbitration at any stage based on a determination that the claim is time-barred or for any other legally or factually supported reason. Each party is limited to pursuing its own individual claims and shall not pursue mass, class, or collective action. The arbitrator(s) shall NOT be authorized to reform, modify, or materially change this Engagement Agreement or other agreements entered into between the parties. The arbitrator(s) shall, within thirty (30) calendar days after the conclusion of the arbitration hearing or the submission of post-hearing briefs, whichever is later, issue a written award and a written statement of decision describing the material factual findings and conclusions on which the award is based, including the calculation of any damages awarded.

The costs of arbitration, including the arbitrator(s)' fees and administrative expenses, shall be split evenly by the claimant(s) and respondent(s), such that no side shall bear more than half the costs of the arbitration. Each party will bear its own attorneys' fees and costs, and the prevailing party will not be entitled to reimbursement by the other party of any of its fees or costs incurred in connection with the arbitration, regardless of any rule to the contrary. However, a party that successfully moves to compel arbitration shall be entitled to recover the fees and costs associated with that motion from any opposing party.

The arbitration proceedings, including but not limited to partial and final awards, shall be maintained by the arbitrator(s), parties, and witnesses as strictly confidential, except as is otherwise required by law, court order, or as is necessary to pursue a legal right such as to confirm, vacate, or enforce the award(s), and for disclosure in confidence to the parties' respective attorneys, tax advisors, insurers, senior management, and others with a need to know under an obligation of confidentiality. Any action or proceeding to compel arbitration, or to confirm or vacate the award(s), shall be brought exclusively in the state trial court (subject to removal) or the federal district court serving Washington, District of Columbia, and each party waives any objection it may have to such courts, including objections based on improper venue or inconvenient forum, and irrevocably submits to the exclusive jurisdiction of these courts for such actions.

By agreeing to this binding arbitration provision, the parties understand that they are waiving certain rights and protections which may otherwise be available if the dispute were determined by litigation in court, including, but not limited to, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence, other than as set forth herein.

New York Clients. If the Client has a fee dispute with Cooley for any amount between $1,000 and $50,000, the Client may have the right to arbitrate that dispute under Part 137 of the Rules of the Chief Administrative Judge of the New York State Unified Court System ("Part 137"). Cooley will provide the Client with additional information regarding this fee dispute arbitration process at the Client's request. If the Client has a right to arbitrate a fee dispute under Part 137, the preceding arbitration provision will not apply to such fee dispute.

NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before you sign this agreement, you should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, you give up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

Severability. If any provision or part of this Engagement Agreement, including in the arbitration provision or any letters expressly stated to apply to this engagement, is found to be unenforceable under the law of the controlling jurisdiction, the rest of this Engagement Agreement shall remain in force and shall be enforced in accordance with its terms.

Entire Agreement. This Engagement Agreement contains the entire agreement between the Client and Cooley and governs all current and future matters in which Cooley represents the Client. Any modifications or amendments, outside counsel, billing, or other guidelines, requirements, terms, policies, codes, questionnaires, or other documents issued by the Client, its agent, or a third party payor, including those we may mark as "accepted" or with similar language in connection with billing processes, click-through agreements, responses to audits or questionnaires or otherwise (collectively, "Amendments"), will not modify this Engagement Agreement, nor will our continued services to the Client, or our use of any platform to collaborate with the Client, constitute our agreement to any Amendments, except to the extent a specific Amendment is separately agreed to in writing by a Cooley partner. English is the controlling language of this Engagement Agreement. Any translations of this Engagement Agreement are intended solely as an accommodation and are not binding upon Cooley or the Client.

EXHIBIT C

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF COOLEY AS LEAD COUNSEL TO THE DEBTOR EFFECTIVE AS OF THE PETITION DATE

Upon the application (the "**Application**")[2] of Sangamo Therapeutics, Inc., debtor and debtor-in-possession (the "**Debtor**") in the above-captioned chapter 11 case (this "**Chapter 11 Case**"), for entry of an order (this "**Order**") pursuant to, among other things, sections 327(a), and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-2, authorizing the employment and retention of Cooley LLP ("**Cooley**" or the "**Applicant**") as lead counsel to the Debtor in this Chapter 11 Case effective as of the Petition Date, all as further described in the Application, Speckhart Declaration, and Willoughby Declaration in support of the Application; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtor's notice of the Application and opportunity for a

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

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

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 the statements in support of the relief requested therein at a hearing, if any, 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 section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1 to employ and retain Cooley as lead counsel on the terms and conditions set forth in the Application, the Speckhart Declaration, the Willoughby Declaration, and the Engagement Letter, as modified by this Order, effective as of the Petition Date.

3. Cooley is authorized pursuant to section 327(a) of the Bankruptcy Code to (i) represent and advise the Debtor on all matters arising in this bankruptcy proceeding and (ii) perform services with respect to the following:

> (a) advise the Debtor of its rights, powers, and duties as a debtor-in-possession under chapter 11 of the Bankruptcy Code;
>
> (b) prepare, on behalf of the Debtor, all necessary and appropriate applications, motions, proposed orders, other pleadings, notices, schedules, and other documents, and review all financial and other reports to be filed in this Chapter 11 Case;
>
> (c) advise the Debtor with respect to, and assist in the negotiation and documentation of, financing agreements and related transactions;
>
> (d) advise the Debtor concerning, and prepare responses to, applications, motions, other pleadings, notices, and other papers that may be filed and served in this Chapter 11 Case;

(e) review the nature and validity of any liens asserted against the Debtor's property, if any, and advise the Debtor concerning the enforceability of such liens;

(f) advise the Debtor regarding its ability to initiate actions to collect and recover property for the benefit of its estate;

(g) advise the Debtor in connection with any sale of assets and related documents;

(h) advise the Debtor in connection with any chapter 11 plan and related documents;

(i) advise and assist the Debtor in connection with any potential property dispositions;

(j) advise the Debtor concerning executory contract and unexpired lease assumptions, assignments, and rejections;

(k) assist the Debtor in reviewing, estimating, and resolving claims asserted against the Debtor's estate;

(l) commence and conduct litigation necessary or appropriate to assert rights held by the Debtor, protect assets of the Debtor's estate, or otherwise further the goal of completing any sale of assets and/or chapter 11 plan;

(m) provide corporate, M&A, employee benefit, litigation, tax, intellectual property, insurance, and other general non-bankruptcy services to the Debtor to the extent requested by the Debtor; and

(n) perform all other necessary or appropriate legal services in connection with this Chapter 11 Case for or on behalf of the Debtor.

4. Cooley shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with this Chapter 11 Case in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, the U.S. Trustee Guidelines, any case-specific fee protocols approved by this Court, and any other applicable procedures and orders of this Court. Cooley also intends to make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures in connection with the Application and the interim and final fee applications to be filed by Cooley in this Chapter 11 Case.

5. Cooley shall provide 10 (ten) business days' notice to the Debtor, the U.S. Trustee, and counsel to any statutory committee before any increases in the rates set forth in the Application or any agreement entered into in connection with the Debtor's retention of Cooley are implemented and shall file such notice with this Court; *provided*, *however*, that in the event that the Cooley attorneys responsible for this matter do not have sufficient advance notice of such rate increases, Cooley shall provide notice to the Debtor, the U.S. Trustee, and counsel to any statutory committee as soon as practicable after the information regarding rate increases becomes available to the Cooley attorneys responsible for this matter. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and this Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

6. Cooley shall use its reasonable efforts and coordinate with the Debtor and its other professionals to avoid the duplication of services provided by other professionals retained by the Debtor in this Chapter 11 Case.

7. No agreement or understanding exists between Cooley and any other person or party, other than as permitted by Bankruptcy Code section 504, to share compensation received for services rendered in connection with this Chapter 11 Case. Cooley shall not share or agree to share compensation received for services rendered in connection with this Chapter 11 Case with any other person or party, other than as permitted by Bankruptcy Code section 504.

8. Notwithstanding anything in the Application to the contrary, Cooley shall, (i) to the extent that Cooley uses the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the "**Contractors**") in this Chapter 11 Case, passthrough the cost of such Contractors to the Debtor at the same rate that Cooley pays the

Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflicts checks as required for Cooley's retention; and (iv) file with this Court such disclosures required by Bankruptcy Rule 2014.

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

10. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

11. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

12. Notwithstanding anything contained in the Engagement Letter to the contrary, this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

EXHIBIT D

Willoughby Declaration

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

DECLARATION OF SCOTT B. WILLOUGHBY IN SUPPORT OF THE DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF COOLEY LLP AS LEAD COUNSEL TO THE DEBTOR EFFECTIVE AS OF THE PETITION DATE

I, Scott B. Willoughby, under penalty of perjury, declare as follows:

1. I am the Chief Legal Officer of the above-captioned debtor and debtor-in-possession (the "**Debtor**"). I have held this position since August 2, 2021. I also serve as the Debtor's Corporate Secretary and Senior Vice President. I submit this declaration (the "**Declaration**") in support of the Application (the "**Application**")[2] for authority to retain and employ Cooley LLP ("**Cooley**"), as lead counsel to the Debtor effective as of the Petition Date. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

THE DEBTOR'S SELECTION OF COUNSEL

2. The Debtor recognizes that a comprehensive review process is necessary when selecting and managing chapter 11 counsel to ensure that bankruptcy professionals are subject to the same client-driven market forces, scrutiny, and accountability as professionals in non-bankruptcy engagements.

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.
[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

3. Due to the potential legal complexities involved with this Chapter 11 Case that may arise, the Debtor was particularly keen on selecting Cooley as its counsel given Cooley's 30 years of representation of the Debtor prior to the Petition Date, and recognized expertise and extensive experience and knowledge in corporate reorganizations in general and, more specifically, in prosecuting litigation and executing a marketing and sale process that will help maximize the value of the Debtor's estate on behalf of its stakeholders.

4. Prior to the Petition Date, the Debtor utilized Cooley's services for 30 years with respect to general corporate, intellectual property, and litigation matters. Cooley has represented the Debtor since January 1996. As a result of representing the Debtor in such matters, Cooley has acquired extensive institutional knowledge of the Debtor and its business, became familiar with many aspects of the Debtor's operations and legal affairs, and has worked closely with the Debtor's management and other professionals. Cooley is well-acquainted with the Debtor's corporate history, debt structure, loan documents, contracts, and business operations, and, as a result, has developed unique experience and expertise regarding the Debtor that will assist Cooley in providing effective and efficient services in this Chapter 11 Case. I believe that Cooley's continued representation of the Debtor in connection with this Chapter 11 Case, particularly given Cooley's extensive knowledge of the Debtor's history, is in the best interest of the Debtor's estate and its creditors.

RATE STRUCTURE

5. In my capacity as Chief Legal Officer, I, together with my team, am responsible for supervising outside counsel retained by the Debtor in the ordinary course of business. Cooley has informed the Debtor that its rates for bankruptcy representations are comparable to the rates Cooley charges for non-bankruptcy representations. As discussed below, I am also responsible for

reviewing the statements regularly submitted by Cooley and can confirm that the rates Cooley charged the Debtor in the prepetition period are the same as the rates Cooley will charge the Debtor in the postpetition period, subject to Cooley's annual adjustment.

FEES AND EXPENSES SUPERVISION

6. The Debtor has worked with Cooley to prepare a prospective budget and staffing plan, recognizing that in the course of this Chapter 11 Case in particular, there may be a number of unforeseen fees and expenses billed in this Chapter 11 Case. The Debtor further recognizes that it is the Debtor's responsibility to monitor closely the billing practices of its counsel to ensure the fees and expenses paid by the estate remain consistent with the Debtor's expectations and the exigencies of this Chapter 11 Case. The Debtor will continue to review the statements that Cooley regularly submits, and, together with Cooley, amend the budget and staffing plans periodically, if necessary, as this Chapter 11 Case develops.

7. As the Debtor did prepetition, the Debtor will continue to bring discipline, predictability, client involvement, and accountability to the counsel fees and expenses reimbursement process. While every chapter 11 case is unique, these budgets will provide guidance on the periods of time involved and the level of the attorneys and professionals that will work on various matters, and projections of average hourly rates for the attorneys and professionals for various matters.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Date: July13, 2026

/s/ Scott B. Willoughby
Scott B. Willoughby
SVP, Chief Legal Officer and Corporate Secretary of Sangamo Therapeutics, Inc.