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.	)	**Re: Docket Nos. 13, 14 & 118**

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

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

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

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

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

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012.

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

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

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

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

F. The Bidding Procedures are fair, reasonable and appropriate and are designed to maximize the value to be received by the Debtor's estate and creditors.

G. The Merope Stalking Horse APA was entered into in good faith between the Debtor, the Merope Stalking Horse Bidder, and Lilly, and is the result of arm's-length

negotiations between the parties, each of whom are represented by sophisticated counsel.

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

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

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

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

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

M. The Debtor has demonstrated a compelling business justification for providing the Bid Protections to the Stalking Horse Bidders on the terms set forth in each Stalking Horse APA. The Bid Protections are an essential inducement and condition of the Stalking Horse Bidders' entry into, and continuing obligations under each Stalking Horse APA. Unless they are assured that the Bid Protections will be available, the Stalking Horse Bidders are unwilling to remain obligated to consummate the Sale transactions or otherwise be bound under the applicable Stalking Horse APA (including the obligations to maintain their committed offer while such offer

is subject to higher or otherwise better offers). The Bid Protections induced the Stalking Horse Bidders to submit bids that will serve as a minimum floor bid for the applicable Assets on which the Debtor, its bankruptcy estate, its creditors and other bidders can rely, and which encourages and facilitates the Auction process. Each of the Stalking Horse Bidders has provided a material benefit to the Debtor, its bankruptcy estate, and its creditors by increasing the likelihood that the best possible purchase price for the applicable Assets will be realized. Accordingly, the Bid Protections are reasonable and appropriate and represent the best method for maximizing the value of the applicable Assets.

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

O. The Sale Hearing Notice, substantially in the form attached hereto as **Exhibit 3**, is reasonably calculated to provide all interested parties with timely and proper notice of the proposed sale, including: (a) the date, time and place of the Auction (if one is held); (b) the Bidding Procedures and certain dates and deadlines related thereto; (c) the deadline to object to the entry of the Merope Sale Order, the Astellas Sale Order, and the Motion and the date, time and place of the Sale Hearing; (d) reasonably specific identification of the Assets subject to the proposed sales; (e) instructions for promptly obtaining a copy of the Merope Stalking Horse APA and the Astellas Stalking Horse APA; (f) representations describing the proposed sales as being free and clear of liens, claims, interests and other encumbrances, with all such liens, claims, interests and other encumbrances attaching with the same validity and priority to the sale proceeds;

(g) the commitment by the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder to assume certain liabilities of the Debtor; and (h) notice of the proposed assumption and assignment of contracts and/or leases pursuant to the Merope Stalking Horse APA and Astellas Stalking Horse APA (or to any Additional Stalking Horse Bidder or another Successful Bidder selected at the Auction, if any) and the procedures and deadlines for objecting thereto. No other or further notice of the proposed sale process with respect to the Merope Sale Order or the Astellas Sale Order shall be required.

P. The Contract Assumption/Rejection Notice, substantially in the form attached hereto as **Exhibit 2**, is reasonably calculated to provide all non-Debtor counterparties to the Debtor's contracts or leases with proper notice of the potential assumption and assignment or rejection of their contracts or leases, the proposed cure amounts relating thereto and the Assumption and Assignment and/or Rejection Procedures; provided that the mere listing of any contract or lease on the Contract Assumption/Rejection Notice does not require or guarantee that such contract or lease will be assumed and assigned or rejected, and all rights of the Debtor with respect to such contract or lease are reserved. The Assumption and Assignment and/or Rejection Procedures set forth herein provide sufficient notice and opportunity for the counterparties to the Outbound License Agreements (as defined in the Merope Stalking Horse APA) and any rejected IP Licenses (as defined below) to elect relief under section 365(n)(1)(B) of the Bankruptcy Code. The Assumption and Assignment and/or Rejection Procedures set forth herein are fair, reasonable, appropriate, and comply with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

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

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

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is hereby GRANTED to the extent set forth herein.

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

Approval of the Bidding Procedures

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

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

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

Event	Deadline
Bidding Procedures Hearing	July 15, 2026 at 11:00 a.m. (ET)
Deadline to Serve Bidding Procedures Order, and Sale Hearing Notice	No later than three (3) days following entry of Bidding Procedures Order
Deadline for Debtor to File Notice of Proposed Cure Amounts ("Assumption and Assignment and/or Rejection Service Deadline")	No later than three (3) business days after the entry of the Bidding Procedures Order
Deadline to Designate Additional Stalking Horse Bidder(s)	July 20, 2026
Bid Deadline	August 4, 2026 at 5:00 p.m. (ET)
Sale Objection Deadline	August 4, 2026 at 4:00 p.m. (ET)
Deadline to Designate Qualified Bids	August 7, 2026 at 4:00 p.m. (ET)
Auction	August 10, 2026 at 10:00 a.m. (ET)
Deadline to Serve Notice of Successful Bidder(s) and Contract Assumption/Rejection Notice	Within 24 hours after the conclusion of the Auction
Deadline to File Supplemental Sale Objection[3] and Objection to Assumption or Cure Amount (other than if Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, or an Additional Stalking Horse Bidder is the Successful Bidder)	Two business days after service of the Notice of Successful Bidder
Sale Hearing (Proposed)	August 20, 2026 at 10:00 a.m. (ET)
Entry of Sale Order	August 20, 2026
Closing	September 4, 2026[4]

6. ***Notice of Successful Bidder***. As soon as reasonably practicable after conclusion of the Auction, if any, and in any event not less than 24 hours following Conclusion of

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

[4] The time frame for closing may be extended by the Debtor, in consultation with the Consultation Parties (provided that the time frame for closing the Merope Stalking Horse APA, the Astellas Stalking Horse APA, and any Additional Stalking Horse APA shall be governed by the terms therein, as applicable).

the Auction, the Debtor shall file with the Court and serve on the Sale Notice Parties (defined below) notice of Successful Bid(s), Successful Bidder(s), Backup Bid(s) and Backup Bidder(s) (as each term is defined in the Bidding Procedures).

7. ***Sale Hearing***. The Sale Hearing shall commence on August 20, 2026 at 10:00 a.m. (prevailing Eastern Time) before the Honorable Craig T. Goldblatt, at the Court, 824 North Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801. Subject to the terms of the Bidding Procedures, the Sale Hearing may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

8. ***Sale Objection Deadline***. Objections, if any, to any Sale, including to the entry of the Merope Sale Order and the Astellas Sale Order, must be made on or before August 4, 2026, at 4:00 p.m. (prevailing Eastern Time) (the "**Sale Objection Deadline**"). Objections must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be ***actually received*** no later than the Sale Objection Deadline by the following parties, together with any other party that has filed a notice of appearance in this Chapter 11 Case (collectively, the "**Notice Parties**"): (i) proposed counsel to the Debtor, Cooley LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Cullen D. Speckhart (cspeckhart@cooley.com), Lauren A. Reichardt (lreichardt@cooley.com), and Miriam Peguero Medrano (mpegueromedrano@cooley.com)) and 3 Embarcadero Center, 20th Floor, San Francisco, CA 94111 (Attn: Robert L. Eisenbach III (reisenbach@cooley.com)); (ii) proposed co-counsel to the Debtor, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801 (Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), Amanda R. Steele (steele@rlf.com), and Brendan J. Schlauch

(schlauch@rlf.com)); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Linda Casey (linda.casey@usdoj.gov)); (iv) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com)); (v) counsel to the Merope Stalking Horse Bidder, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Jacob A. Adlerstein (jadlerstein@paulweiss.com) and Joshua A. Esses (jesses@paulweiss.com)) and Morris, Nichols, Arsht & Tunnell LLP, 120 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com) and Brenna A. Dolphin (bdolphin@morrisnichols.com)); (vi) counsel to the Astellas Stalking Horse Bidder, Covington & Burling LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Abigail V. O'Brient (aobrient@cov.com) and Julia Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com)); (vii) counsel to any Additional Stalking Horse Bidder; and (viii) proposed counsel to the Official Committee Of Unsecured Creditors (the "**Committee**"), McDermott Will & Schulte LLP, 1000 N. West Street, Suite 1400, Wilmington, DE 19801 (Attn: David R. Hurst (dhurst@mcdermottlaw.com) and Andrew A. Mark (amark@mcdermottlaw.com)), One Vanderbilt Avenue, New York, NY 10017 (Attn: Darren Azman (dazman@mcdermottlaw.com) and Kristin K. Going (kgoing@mcdermottlaw.com)).

9. A party's failure to timely file or make an objection in accordance with this Order shall forever bar the assertion of any objection to the Motion, any Sale, entry of any Sale Order, the transfer of the Debtor's right, title and interest in, to and under the Assets free and clear

of any and all liens, claims, interests, the Merope Stalking Horse APA, or the Astellas Stalking Horse APA.

10. ***Bid Deadline***. The Bid Deadline by which all Bids for the Assets must be ***actually received*** by the parties specified in the Bidding Procedures is August 4, 2026, at 5:00 p.m. (prevailing Eastern Time).

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

I. Designation of the Merope Stalking Horse Bidder

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

13. The Debtor's obligation to pay the Merope Bid Protections shall constitute, pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code, an allowed administrative expense claim against the Debtor's bankruptcy estate, provided, that the priority of

such administrative expense claims shall be junior to the Carve-Out (as defined in the Interim DIP Order [Docket No. 63]), and shall survive termination of the Merope Stalking Horse APA. The Merope Bid Protections shall be payable by the Debtor to the Merope Stalking Horse Bidder on the terms and conditions set forth in the Merope Stalking Horse APA, and without further order of the Court; provided, however, that the Merope Bid Protections shall only be payable upon the Debtor's consummation of an Alternative Transaction (as defined in the Merope Stalking Horse APA). If the Merope Bid Protections become due and owing pursuant to the terms of this Order and the Merope Stalking Horse APA, the Debtor is authorized to pay the Merope Bid Protections, by wire transfer of immediately available funds, directly using the proceeds from the purchase price from a Successful Bidder, or otherwise. Upon receiving payment from a Successful Bidder, the Debtor shall set aside an amount in cash for payment of the Merope Bid Protections, to the extent not already paid. Nothing in this Order or the Bidding Procedures shall limit any right of Merope to seek an order of the Court authorizing payment of the Merope Bid Protections on the terms and conditions set forth in the Merope Stalking Horse APA in the event the obligation to pay the Merope Bid Protections, or any portion thereof, arises pursuant to any other provision of the Merope Stalking Horse APA. Nothing in this Order or the Bidding Procedures shall authorize or permit the Debtor to modify any aspect of the Merope Bid Protections without the consent of the Merope Stalking Horse Bidder.

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

II. Designation of the Astellas Stalking Horse Bidder

15. The Debtor is authorized, but not directed, in the exercise of its business

judgment, to (i) designate the Astellas Stalking Horse Bidder, (ii) enter into the Astellas Stalking Horse APA, subject to final Court approval at the Sale Hearing, and (iii) grant the Astellas Bid Protections, which are comprised of (a) a "Termination Fee" equal to four percent (4%) of the "Closing Consideration" (as defined in the Astellas Stalking Horse APA), and (b) reimbursement of the reasonable and documented out-of-pocket costs and expenses incurred by the Astellas Stalking Horse Bidder, in an amount not to exceed $500,000 in the aggregate.

16. The Debtor's obligation to pay the Astellas Bid Protections shall constitute, pursuant to sections 105(a), 503(b) and 507(a)(2) of the Bankruptcy Code, an allowed administrative expense claim against the Debtor's bankruptcy estate, provided, that the priority of such administrative expense claims shall be junior to the Carve-Out (as defined in the Interim DIP Order [Docket No. 63]), and shall survive termination of the Astellas Stalking Horse APA. In the event the obligation to pay the Astellas Bid Protections arises (i) pursuant to Sections 9.01(j), (k), (l), (m), (n), (o), or (p) of the Astellas Stalking Horse APA, and (ii) with respect to the Expense Reimbursement (as defined in the Astellas Stalking Horse APA), pursuant to Section 9.01(b)(i) of the Astellas Stalking Horse APA, the Debtor is authorized, without further action or order by the Court, to pay the Astellas Bid Protections to the Astellas Stalking Horse Bidder, on the terms and conditions set forth in the Astellas Stalking Horse APA and solely from the proceeds received by the Debtor at the closing of a Competing Transaction (as defined in the Astellas Stalking Horse APA), or in the event of termination pursuant to Section 9.01(p) of the Astellas Stalking Horse APA, upon the effective date of any chapter 11 plan. Nothing in this Order or the Bidding Procedures shall limit any right of Astellas to seek an order of the Court authorizing payment of the Astellas Bid Protections, on the terms and conditions set forth in the Astellas Stalking Horse APA in the event the obligation to pay the Astellas Bid Protections, or any portion thereof, arises

pursuant to any other provision of the Astellas Stalking Horse APA. Nothing in this Order or the Bidding Procedures shall authorize or permit the Debtor to modify any aspect of the Astellas Bid Protections without the consent of the Astellas Stalking Horse Bidder.

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

III. Designation of Any Additional Stalking Horse Bidder

18. The Debtor is authorized to designate any Additional Stalking Horse Bidder with respect to any Additional Stalking Horse APA and provide Additional Bid Protections in accordance with the following procedures set forth in this paragraph 18 (the "**Additional Stalking Horse Designation Procedures**"):

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

b. To obtain entry of any Additional Stalking Horse Order, the Debtor is authorized to file a notice (the "**Additional Stalking Horse Hearing Notice**") setting an expedited hearing (the "**Additional Stalking Horse Approval Hearing**") on not less than five calendar days' notice. Such Additional Stalking Horse Hearing Notice will be served on the U.S. Trustee, the Consultation Parties, and those parties who have filed the appropriate notice pursuant to Bankruptcy Rule 2002 requesting notice of all pleadings filed in the Chapter 11 Case with no further notice being required (the "**Additional Stalking Horse Notice Parties**").

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

attach the proposed form of Additional Stalking Horse Order; and (vii) set forth the Additional Stalking Horse Objection Deadline (as defined below).

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

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

IV. Auction, Bidding Procedures, and Related Relief

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

20. If the Debtor does not receive any Qualified Bids (other than any Stalking Horse Bid) for any of its Assets by the Bid Deadline: (a) the Debtor will not hold the Auction as

to any of its Assets for which no Qualified Bids other than any Stalking Horse Bid were received; (b) the relevant Stalking Horse Bidder will be deemed the Successful Bidder for the applicable Assets; and (c) the Debtor shall be authorized to seek approval of any Stalking Horse APA at the Sale Hearing. For the avoidance of doubt, the Debtor shall hold the Auction as to any of its Assets for which the Debtor received more than one Qualified Bid (including any relevant Stalking Horse Bid).

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

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

23. The Debtor may, in consultation with the Consultation Parties: (a) determine which Qualified Bid is the highest or otherwise best offer; (b) reject, at any time before entry of an order of the Court approving the Successful Bid(s), any Bid (other than any Stalking Horse Bid) that, in the discretion of the Debtor after consultation with the Consultation Parties, is: (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale; or (iii) contrary to the best interests

of the Debtor, its estate, and its stakeholders; and (c) at or before the conclusion of the Auction, may announce modified or additional procedures for conducting the Auction, or otherwise modify the Bidding Procedures, in each case in accordance with the Bidding Procedures and in consultation with the Consultation Parties; in each case without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA, provided, however, that any such modifications that affect the terms and conditions set forth in the Merope Stalking Horse APA or the Astellas Stalking Horse APA, or that affect the Merope Assets or the Astellas Assets, shall require the consent of the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder, as applicable, which consent shall not be unreasonably withheld.

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

25. Except as otherwise provided in this Order, the Debtor, in its business judgment, further reserves the right, as it may reasonably determine to be in the best interests of its estate, subject to the terms and conditions under the Bidding Procedures and in consultation

with the Consultation Parties, to: (i) determine which Prospective Bidders are Qualified Bidders; (ii) determine which Bids are Qualified Bids; (iii) determine which Qualified Bid is the highest or otherwise best proposal, the Successful Bid, and which is the next highest or otherwise best proposal, or the Backup Bid, for any of the Assets, in each case in accordance with the Bidding Procedures; (iv) reject any Bid that is (A) not in conformity with the requirements of the Bidding Procedures or the requirements of this Order or the Bankruptcy Code, or (B) contrary to the best interests of the Debtor and its estate; (v) waive terms and conditions set forth herein with respect to all Qualified Bidders to the extent permissible under this Order or the Bidding Procedures; and (vi) to the extent provided in the Bidding Procedures, modify the Bidding Procedures, or withdraw the request to sell any of the Assets at any time with or without prejudice; provided, that the Merope Stalking Horse APA and the Astellas Stalking Horse APA and the Sales contemplated thereby are each deemed a Qualified Bid for all purposes and any Additional Stalking Horse Bidder is deemed to be a Qualified Bidder; provided, further, that nothing in this paragraph 25 shall impair, affect, or otherwise modify the rights of any Stalking Horse Bidder under any Stalking Horse APA.

V. Assumption and Assignment and/or Rejection Procedures

26. The Debtor is authorized to assume and assign the Assigned Contracts to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or to the Successful Bidder(s) as applicable, or reject certain contracts (the "**Rejected Contracts**"), in accordance with the following procedures (the "**Assumption and Assignment and/or Rejection Procedures**"):

a. **Contract Assumption/Rejection Notice.** On the Assumption and Assignment and/or Rejection Service Deadline, the Debtor will file with the Court, and cause to be published on the Debtor's case website maintained by Verita Global, the Contract Assumption/Rejection

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

b. **Cure Amounts.** The payment of the applicable Cure Amounts by the

Debtor, or the Successful Bidder(s), as applicable, shall: (i) cure all defaults existing thereunder, (ii) compensate for any actual pecuniary loss to such counterparty resulting from such default, and (iii) together with the assumption of the Assigned Contracts by the Debtor and the assignment of the Assigned Contracts to the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder(s), or the Successful Bidder(s), as applicable, constitute adequate assurance of future performance thereof.

c. **Supplemental Contract Assumption Notice.** To the extent the Debtor, at any time after the Assumption and Assignment and/or Rejection Service Deadline but no later than two (2) business days prior to the Closing (as defined in the applicable asset purchase agreement) of a Sale (i) identifies (a) additional Assigned Contracts to be assumed and assigned to the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or the Successful Bidder(s), as applicable (the "**Additional Assigned Contracts**"), or (b) additional contracts proposed to be rejected in connection with a Sale, (ii) removes (a) Assigned Contracts from the list of executory contracts and leases ultimately selected as Assigned Contracts that the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or the Successful Bidder(s), as applicable, proposes be assumed and assigned to it in connection with a Sale, or (b) any contract from the list of contracts or leases designated for rejection in connection with a Sale, (iii) and/or modifies the previously stated Cure Amount associated with any Assigned Contract, the Debtor will promptly serve via overnight mail and electronic mail a supplemental notice of contract assumption (a "**Supplemental Assumption/Rejection Notice**") on each of the counterparties affected by such notice and their counsel of record, if any, and provide a copy of the same to the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or the Successful Bidder(s), as applicable; provided, that with respect to contracts identified under clauses (i) or (iii) of the foregoing, the objection deadline for the Supplemental Assumption/Rejection Notice shall be no less than seven (7) days from the date of service of the Supplemental Assumption/Rejection Notice, absent the consent of the applicable counterparty to the applicable Additional Assigned Contracts. Each Supplemental Assumption/Rejection Notice will include the same information with respect to listed Assigned Contracts or contract designated for rejection as was included in the Contract Assumption/Rejection Notice. The Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder may designate Additional Assigned Contracts to be removed from the list of executory contracts and leases at any time up to two (2) business days before the Closing of the Sale and may further designate Additional Assigned Contracts related to any

of the Assets (respective to the Merope Stalking Horse APA and Astellas Stalking Horse APA) to be assumed and assigned at any time up to two (2) business days before the effective date of any chapter 11 plan, and the Debtor shall promptly serve via overnight mail and electronic mail any corresponding Supplemental Assumption/Rejection Notice, in each case in accordance with the terms of the respective Merope Stalking Horse APA and Astellas Stalking Horse APA. The Debtor shall file a notice of closing with respect to any sale transaction within two (2) business days of the Closing, which notice of closing shall attach (x) a schedule of all Assigned Contracts assumed and assigned to the buyer in the applicable sale transaction effective as of the closing date, and (y) with respect to the sale transaction contemplated by the Merope Stalking Horse APA, a schedule of all Outbound License Agreements and IP Licenses rejected effective as of the closing date pursuant to the Merope Sale Order.

d. **Objections.** Objections, if any, to the (a) proposed assumption and assignment or the Cure Amount proposed with respect thereto, or (b) proposed rejection of a contract or lease, must: (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amount, the correct Cure Amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, and (iv) be filed with the Clerk of this Court and served upon the Notice Parties, so as actually to be received on or before the Sale Objection Deadline or deadline set forth in the Supplemental Assumption/Rejection Notice, as applicable. Any party who fails to timely file an objection to the Cure Amount listed on the Contract Assumption/Rejection Notice, an objection to the assumption and assignment of an Assigned Contract, an objection to the rejection of an Outbound License Agreement or IP License designated for rejection in connection with the Debtor's sale process and included on the Contract Assumption/Rejection Notice or Supplemental Assumption/Rejection Notice, or an objection to the Sale by the Sale Objection Deadline or the Supplemental Sale Objection Deadline, as applicable, (a) shall be forever barred, estopped and enjoined from objecting thereto, including (i) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtor, its estate, the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or other Successful Bidder selected at the Auction, if any, with respect to any such Assigned Contracts and (ii) asserting that the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (b) shall be deemed to consent to (i) the sale of

the Assets as approved by the Sale Order and (ii) the assumption and assignment of any Assigned Contract or the rejection of a contract or lease designated for rejection; and (c) shall be forever barred and estopped from asserting or claiming against the Debtor or the assignee of the relevant contract or lease that any conditions to assumption and assignment of such contract or lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

e. **365(n) Elections.** Any counterparty to an Outbound License Agreement who wishes to make the election contemplated by section 365(n)(1)(B) of the Bankruptcy Code with respect to such Outbound License Agreement must file notice of its election (a "**Notice of Election**") with this Court and serve such Notice of Election on the Notice Parties. Any counterparty to any such Outbound License Agreement that fails to file and serve a timely Notice of Election by no later than August 4, 2026, at 4:00 p.m. (Eastern Time) (the "**Election Deadline**") shall be (a) forever barred, estopped and enjoined from asserting any rights under section 365(n)(1)(B) of the Bankruptcy Code and (b) deemed to have elected to terminate such Outbound License Agreement under section 365(n)(1)(A) of the Bankruptcy Code upon the rejection of such Outbound License Agreement. Any counterparty to a contract under which that counterparty is a licensee of a right to intellectual property, as such term is defined in the Bankruptcy Code (an "**IP License**"), who receives a Supplemental Assumption/Rejection Notice designating such contract for rejection and who wishes to make the election contemplated by section 365(n)(1)(B) of the Bankruptcy Code with respect to such IP License must file a Notice of Election with this Court and serve such Notice of Election on the Notice Parties. Any counterparty to any such IP License that fails to file and serve a timely Notice of Election by no later than fourteen (14) days following the service of the Supplemental Assumption/Rejection Notice (the "**Supplemental Election Deadline**") shall be (a) forever barred, estopped and enjoined from asserting any rights under section 365(n)(1)(B) of the Bankruptcy Code and (b) deemed to have elected to terminate such IP License under section 365(n)(1)(A) of the Bankruptcy Code upon the rejection of such IP License.

27. Any party who fails to timely file an objection to its scheduled cure amount listed on the Contract Assumption/Rejection Notice or to the assumption and assignment or rejection of a contract or lease (a) shall be forever barred, estopped and enjoined from objecting thereto, including (i) making any demands for additional cure amounts or monetary compensation

on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtor, its estate, the contract party, the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, any Additional Stalking Horse Bidder, or other Successful Bidder(s) selected at the Auction, if any, with respect to any such contract or lease and (ii) asserting that the contract party or the Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order; (b) shall be deemed to consent to (i) the sale of the Assets as approved by the Sale Order and (ii) the assumption and assignment or rejection of the contract or lease; and (c) shall be forever barred and estopped from asserting or claiming against the Debtor or the assignee of the relevant contract or lease that any conditions to assumption and assignment of such contract or lease must be satisfied (pursuant to section 365(b)(1) of the Bankruptcy Code or otherwise).

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

29. Notwithstanding anything to the contrary herein or in the Stalking Horse APAs, nothing in this Order, including without limitation the Assumption and Assignment and/or Rejection Procedures, or in the Stalking Horse APAs, shall modify the requirements of section 365(d) of the Bankruptcy Code or modify, limit, or impair the rights of any non-Debtor counterparty to any executory contract or unexpired lease with the Debtor pursuant to section 365(d) of the Bankruptcy Code.

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

VI. Sale Hearing Notice and Related Relief

31. The Sale Hearing Notice, substantially in the form attached hereto as

Exhibit 3, is hereby approved. Within five (5) days of the entry of this Order, the Debtor shall cause the Sale Hearing Notice to be served upon the following parties (collectively, the "**Sale Notice Parties**"): (a) the United States Trustee for the District of Delaware (Attn: Linda Casey (linda.casey@usdoj.gov)); (b) proposed counsel to the Committee, McDermott Will & Schulte LLP, 1000 N. West Street, Suite 1400, Wilmington, DE 19801 (Attn: David R. Hurst (dhurst@mcdermottlaw.com) and Andrew A. Mark (amark@mcdermottlaw.com)), One Vanderbilt Avenue, New York, NY 10017 (Attn: Darren Azman (dazman@mcdermottlaw.com), Kristin K. Going (kgoing@mcdermottlaw.com), and Lindsay Barca (lbarca@mcdermottlaw.com)); (c) the Securities and Exchange Commission; (d) the Internal Revenue Service; (e) the United States Department of Justice; (f) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com)); (g) counsel to the Merope Stalking Horse Bidder, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Jacob A. Adlerstein (jadlerstein@paulweiss.com) and Joshua A. Esses (jesses@paulweiss.com)) and Morris, Nichols, Arsht & Tunnell LLP, 120 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com) and Brenna A. Dolphin (bdolphin@morrisnichols.com)); (h) counsel to the Astellas Stalking Horse Bidder, Covington & Burling LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Abigail V. O'Brient (aobrient@cov.com) and Julia Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com)); (i) entities known to have expressed a bona fide interest in a transaction with respect to the Assets; (j) all

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

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

VII. Other Relief Granted

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

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

35. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact constitute

conclusions of law, they are adopted as such. To the extent any conclusions of law constitute findings of fact, they are adopted as such.

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

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

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

Dated: July 14th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Bidding Procedures

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

BIDDING PROCEDURES

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

On July 15, 2026, the Court held a hearing (the "**Bidding Procedures Hearing**") on the *Motion of Debtor for an Order (I)(A) Approving Bidding Procedures for the Sale of Substantially all of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and to Provide Bid Protections with Respect to the Debtor's Remaining Assets, (D) Approving Assumption and Assignment and/or Rejection Procedures, (E) Scheduling an Auction and Sale Hearing, and Approving Forms and Manner of Notice Thereof; (II) An Order (A) Approving the Sale of the Debtor's Assets Free and Clear of all Claims, Liens, and Encumbrances, and (B) Approving the Assumption and Assignment and/or Rejection of Certain Executory Contracts and Unexpired Leases; and (C) Granting Certain Related Relief* [Docket No. 13] (the "**Bidding Procedures Motion**").

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

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

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

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

Notice Parties

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

[3] "Consultation Parties" means (i) the DIP Lender and (ii) the Committee (as defined herein) appointed in this Chapter 11 Case; *provided*, that to the extent that any Consultation Party, including any member of the Committee or any other statutory committee, submits a bid for any Assets in connection with these Bidding Procedures, or is a participant in any active or prospective Bid with respect to any Asset(s), such applicable Consultation Party shall immediately no longer be a Consultation Party unless and until such party unequivocally revokes its Bid and waives its right to continue in the bidding process, *provided* further, that the Committee shall continue to be a Consultation Party provided any such member of the Committee is screened from any and all matters concerning the Debtor's sale process and these Bidding Procedures. For the avoidance of doubt, nothing in these Bidding Procedures or the Bidding Procedures Order limits or in any way alters the DIP Lender's rights (including in respect of consents and approvals) under any final DIP order entered in this Chapter 11 Case (the "**DIP Order**") and the other DIP Documents (as defined in the DIP Order). The DIP Lender's rights in its capacity as a Consultation Party are in addition to its rights under the DIP Documents. For the avoidance of doubt, nothing herein shall limit the Committee's rights to object to the DIP Documents or entry of the DIP Order.

Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com)); (vii) counsel to any Additional Stalking Horse Bidder; and (viii) proposed counsel to the Official Committee of Unsecured Creditors (the "**Committee**"), McDermott Will & Schulte LLP, 1000 N. West Street, Suite 1400, Wilmington, Delaware 19801 (Attn: David R. Hurst (dhurst@mcdermottlaw.com) and Andrew A. Mark (amark@mcdermottlaw.com)), One Vanderbilt Avenue, New York, New York 10017 (Attn: Darren Azman (dazman@mcdermottlaw.com), Kristin Going (kgoing@mcdermottlaw.com), and Lindsay Barca (lbarca@mcdermottlaw.com)).

Participation Requirements

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

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

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

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

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

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

Due Diligence

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

The Debtor will try to accommodate all reasonable requests from Potential Bidders for additional information and due diligence access. Additional due diligence will not be provided to Potential Bidders after the Bid Deadline, unless otherwise deemed reasonably appropriate by the Debtor in consultation with the Consultation Parties. All due diligence requests shall be directed to Raymond James to the individuals listed below:

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

No Communications Among Bidders

There shall be no communications regarding the Debtor's sale process between and among Potential Bidders and/or Qualified Bidders, or between and among Potential Bidders and/or Qualified Bidders, on the one hand, and the Consultation Parties (but excluding the Committee),

on the other hand, unless the Debtor has previously authorized such communication in writing (email being sufficient), which authorization by the Debtor may be conditioned upon such parties including a representative of the Debtor (identified by the Debtor or the Debtor's advisors in the writing authorizing such communications) on all such communications, including by copy on email communications or inclusion in any other communications; provided, that nothing in this paragraph or any Confidentiality Agreement shall preclude, or require the Debtor's consent for, or require the Debtor to be copied or included in communications with respect to, (i) a Stalking Horse Bidder or the DIP Lender from communicating with (a) other Interested Parties and/or Potential Bidders, in each case that are affiliates of such Stalking Horse Bidder or the DIP Lender or (b) any Consultation Party, (ii) any communications between the Interested Parties and/or Potential Bidders, on the one hand, and the Consultation Parties, on the other hand, about matters unrelated to the Debtor's sale process, (iii) any communications between any Stalking Horse Bidder, on the one hand, and any other Interested Parties and/or Potential Bidders, on the other hand, about matters unrelated to the Debtor's sale process, or (iv) receiving an inbound communication from a third party and responding that communications are not permissible absent authorization by the Debtor. The Debtor reserves the right, in its reasonable business judgment and in consultation with the Consultation Parties, to disqualify any Potential Bidder or Qualified Bidder that has communications regarding the Debtor's sale process with other Potential Bidders and/or Qualified Bidders, without the Debtor's written consent.

Bid Requirements

To be eligible to participate in the Auction, each Potential Bidder (other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) must submit a proposal to purchase the Assets (a "**Bid**") to Raymond James via email (Attn: Geoffrey Richards (geoffrey.richards@raymondjames.com) and Alexander V. Rohan (alexander.rohan@raymondjames.com)), so as to be **actually received** by **August 4, 2026 at 5:00 p.m. (ET)** (the "**Bid Deadline**"), or such other date as may be agreed to by the Debtor in consultation with the Consultation Parties and in accordance with the terms hereof. In order to constitute a Qualified Bid, a Bid (except the Merope Stalking Horse Bid and the Astellas Stalking Horse Bid) must satisfy each of the following requirements:

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

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

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

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

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

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

vii. **Minimum Bid.**

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

b. With respect to a Bid for all or a portion of the Astellas Assets, the Bid must specify the Purchase Price, which must have a value to the Debtor, as determined by the Debtor in consultation with the Consultation Parties, that is greater than the aggregate consideration set forth in the Astellas Stalking Horse APA (including the Milestone Payments (as defined therein)) and include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (1) the aggregate consideration set forth in the Astellas Stalking Horse APA (but excluding the Milestone Payments (as defined therein)), (2) the Astellas Bid Protections, and (3) the Initial Overbid Amount (the "**Astellas Minimum Bid Value**"). The Astellas Minimum Bid Value shall be communicated by the Debtor to Potential Bidders for the Astellas

Assets (including Astellas) no later than five (5) days prior to the Bid Deadline.

c. With respect to a Bid for all or a portion of the Debtor's Assets subject to an Additional Stalking Horse APA, the Bid must specify the Purchase Price, which must include an amount of cash consideration at closing that exceeds the aggregate sum of the following: (1) the aggregate consideration set forth in the Additional Stalking Horse APA, (2) the Additional Bid Protections, and (3) any initial overbid amount as may be set forth in the Additional Stalking Horse Order.

Nothing herein shall restrict the Debtor, in consultation with the Consultation Parties, from evaluating and designating a Bid that does not meet the "Minimum Bid" requirements set forth herein as a Qualified Bid.

viii. **Good Faith Deposit.** The Bid must be accompanied by a deposit (each, a "**Good Faith Deposit**") in the form of cash paid via wire transfer to be held in an escrow account to be identified and established by the Debtor, in an amount equal to 10% of the cash portion of the Purchase Price being bid (other than a Bid submitted by the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder). For the avoidance of doubt, to the extent the purchase price of a Bid is increased, at any time or from time to time, whether prior to commencement of, or during, the Auction (if any), the amount of the required Good Faith Deposit shall automatically increase accordingly (*i.e.*, to become equal to ten percent (10%) of any increased purchase price) and the corresponding Potential Bidder will promptly pay into escrow the amount of such increase within one (1) business day following such increase. Without limiting the foregoing, if a purchase price is increased in order to make a Bid into a Qualified Bid, the Debtor may condition participation of the applicable Potential Bidder at the Auction (if any) on such Potential Bidder paying the full amount of the Good Faith Deposit as increased into escrow prior to the commencement of such Auction.[4]

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

x. **Proof of Financial Ability to Perform.** The Bid must include written evidence that the Debtor reasonably concludes that the Potential Bidder has the necessary financial ability to timely close the proposed Sale in accordance with the Bidding

[4] For the avoidance of doubt, the liens granted to the DIP Lender in this Chapter 11 Case, as set forth in the DIP Order, shall attach to any and all of the Debtor's and the estate's rights and interests in each Good Faith Deposit to the extent provided for and in accordance with the DIP Order.

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

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

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

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

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

xv. **Time Frame for Closing.** Each Bid by a Potential Bidder must be reasonably likely to be consummated, if selected as the Successful Bid, within a time frame reasonably acceptable to the Debtor (in consultation with the Consultation Parties) and, in any event, by no later than September 4, 2026, unless such date is extended by the Debtor, in consultation with the Consultation Parties (provided that the time frame for closing the Merope Stalking Horse APA, the Astellas Stalking Horse APA, or any Additional Stalking Horse APA shall be governed by the terms therein). The Potential Bidder must commit to closing the proposed Sale contemplated by the Bid as soon as practicable and provide perspective on any potential regulatory issues that may arise in connection with such Potential Bidder's acquisition of the Assets, as applicable, including (a) a description of all governmental, licensing, regulatory or other filings, approvals or consents that are required to be made or obtained to close the proposed transaction, together with evidence of the ability to make or obtain such filings, consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the making, obtainment or effectiveness of any such filings, consents or approvals and (b) an estimated time frame for making and/or obtaining any such required governmental, licensing, regulatory or other filings, approvals or consents.

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

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

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

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

Designation as Qualified Bidder

A qualified bidder ("**Qualified Bidder**") is a Potential Bidder that, in the Debtor's reasonable determination, following consultation with the Consultation Parties, which consultation shall include the Debtor providing copies of all submitted Bids to the Committee, (i) has timely

submitted a Bid that satisfies each of the requirements listed above in the section entitled "**Bid Requirements**" and (ii) is able to consummate the proposed transaction within the required time frame if selected as the Successful Bidder (such Bid submitted by a Qualified Bidder, a "**Qualified Bid**"); *provided* that the Debtor reserves the right to work with any Potential Bidder to cure any deficiencies in a Bid that is not initially deemed a Qualified Bid; *provided*, *further*, that, if any Qualified Bidder (other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) fails to comply with reasonable requests for additional information and due diligence access requested by the Debtor to the satisfaction of the Debtor, the Debtor may, after consulting with the Consultation Parties, disqualify any Qualified Bidder and Qualified Bid (other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) and such Qualified Bidder will not be entitled to attend or participate in the Auction. The Debtor will determine in its reasonable discretion, in consultation with the Consultation Parties, whether such Potential Bidder is a Qualified Bidder, and notify the Potential Bidder of such determination, in no event later than one (1) business day prior to the Auction. For the avoidance of doubt, (i) the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder are each a Qualified Bidder, (ii) the Merope Stalking Horse APA, the Astellas Stalking Horse APA, and any Additional Stalking Horse APA are each a Qualified Bid, and (iii) the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder are each authorized to submit any Overbids during the Auction, in each instance without further qualification required of the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder.

The Debtor reserves the right, in the exercise of its business judgment and in consultation with the Consultation Parties, to work with (A) Potential Bidders to aggregate two or more Bids into a single consolidated Bid prior to the Bid Deadline and (B) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auction (if any); *provided, however*, that the Debtor reserves the right, in the exercise of its business judgment, to condition any pairing or combination of Bids (other than the Bids of the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) as set forth in this paragraph on conditions, pertaining to the ultimate disposition of any Assets sought by the relevant Bid(s) or otherwise, as the Debtor believes, in consultation with its advisors and the Consultation Parties, is in the best interests of the Debtor and its estate.

Promptly upon designating the Qualified Bidders, the Debtor shall provide the Adequate Assurance Information received from the applicable Qualified Bidder to the Consultation Parties.

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

Stalking Horse Designation

The Stalking Horse Designation Procedures set forth in paragraph 18 of the Bidding Procedures Order apply to the designation of any Additional Stalking Horse APA(s), Additional Stalking Horse Bidder(s), and related Bid Protections. Any Additional Stalking Horse APA executed by the Debtor and the transactions contemplated thereby will be deemed a Qualified Bid for all purposes, and any Additional Stalking Horse Bidder party to any Additional Stalking Horse APA executed by the Debtor will be deemed to be a Qualified Bidder.

Other than as provided by order of this Court, no party submitting a Bid (other than the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder or any Additional Stalking Horse Bidder) will be entitled to a break-up fee or expense reimbursement except as otherwise defined herein. By submitting a Bid, a Potential Bidder shall be deemed to waive the right to pursue a substantial contribution claim under section 503 of the Bankruptcy Code relating in any way to the submission of its Bid, compliance with the Bidding Procedures, or participation in the Debtor's sale process.

"As Is, Where Is"

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

Auction

Baseline Bid. As soon as practicable after the Debtor has determined the Baseline Bids (as defined below), and in any event no later than one (1) business day prior to the commencement of the Auction, the Debtor will (i) notify all Qualified Bidders and Consultation Parties in writing of the highest or otherwise best Qualified Bid, as determined by the Debtor in its reasonable business judgment, following consultation with the Consultation Parties (the "**Baseline Bids**") with respect to each of (A) the Merope Assets, (B) the Astellas Assets, and (C) any Remaining Assets (for the avoidance of doubt, there may be multiple Baseline Bids for the various Remaining Assets), and (ii) provide all Qualified Bidders with complete copies of all Transaction Documents (or, if applicable, the Merope Stalking Horse APA, Astellas Stalking Horse APA, or any Additional Stalking Horse APA, together with all supporting exhibits and schedules thereto) supporting each Baseline Bid, subject to exclusion of any confidential financial information as determined by the Debtor in its reasonable discretion or which has been so designated by the applicable Qualified Bidder.

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

If no Qualified Bids (other than the Merope Stalking Horse Bid, the Astellas Stalking Horse Bid, or any Additional Stalking Horse Bid for the Remaining Assets) are received by the Bid Deadline, the Auction shall be canceled, and the Debtor will file with the Court, serve on the Notice Parties (other than the Debtor), and cause to be published on the Debtor's claims and noticing agent's website, a notice containing the following information, as applicable: (i) a statement that the Auction for the Merope Assets, the Astellas Assets, or the Remaining Assets, as applicable, has been canceled; (ii) a statement that the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder is deemed the Successful Bidder and the Merope Stalking Horse APA, Astellas Stalking Horse APA or any Additional Stalking Horse Bid is the Successful Bid; and (iii) the date, time, and location of the Sale Hearing.

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

The Debtor reserves the right, in consultation with the Consultation Parties, and in the Debtor's reasonable business judgment, to adjourn the Auction one (1) or more times to, among other things, (i) facilitate discussions between the Debtor and the Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtor with such additional evidence as the Debtor, in its reasonable business judgment, may require, demonstrating that the Qualified Bidder has sufficient internal

resources or has received sufficient non-contingent funding commitments to consummate the proposed Sale at the prevailing bid amount.[5]

Participation Requirements. Only a Qualified Bidder that has submitted a Qualified Bid will be eligible to participate at the Auction, subject to other limitations as may be reasonably imposed by the Debtor (in consultation with the Consultation Parties) in accordance with these Bidding Procedures; *provided*, *however*, that no limitations on the ability of a Qualified Bidder to participate at the Auction shall apply to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder. The authorized representatives of each of the Qualified Bidders (including the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder), the Debtor, and the Committee will be permitted to attend the Auction. In addition, pursuant to Local Rule 6004-1, all creditors of the Debtor who have not submitted Bids may attend the Auction as observers, provided that they send an email to the undersigned counsel indicating that they intend to attend the Auction no less than one (1) business day prior to the Auction, provided further that the Debtor's right to object on an emergency basis to any such creditor's proposed attendance at the Auction is reserved.

Auction Procedures. The Debtor and its professionals will direct and preside over the Auction. The Debtor may, in the exercise of its business judgment and in consultation with the Consultation Parties, hold one or more separate Auctions for different segments of the Debtor's Assets. The Auction Procedures as set forth herein shall apply to any such Auction, subject to the Debtor's right to modify such procedures in its reasonable business judgment (in consultation with the Consultation Parties), without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA, *provided*, *however*, that any such modifications that affect the terms and conditions set forth in the Merope Stalking Horse APA or the Astellas Stalking Horse APA, or that affect the Merope Assets or the Astellas Assets, shall require the consent of the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder, as applicable, which consent shall not be unreasonably withheld. At the start of the Auction, the Debtor will describe the terms of the applicable Baseline Bid(s). All Bids made thereafter must be Overbids (as defined below) and will be made and received on an open basis, and all material terms of each Bid will be fully disclosed to all other Qualified Bidders. The Debtor will maintain a transcript of the Auction, including all Bids made and announced at the Auction, including the Baseline Bid(s), all Overbids, the Successful Bid(s) and the Backup Bid(s). Each Qualified Bidder will be required to confirm on the record of the Auction that it has not engaged in any collusion with respect to the bidding or the sale of the Assets. The Debtor, in its reasonable discretion, in consultation with the Consultation Parties, reserves the right to conduct the Auction in a manner designed to maximize value based upon the nature and extent of the Qualified Bids received; provided that, the Debtor may, in its sole discretion, establish a reasonable limit on the number of representatives and/or professional advisors that may appear on behalf of a Qualified Bidder or otherwise attend the Auction.

[5] Any adjournment of the Auction is without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA, and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA.

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

Any Overbid made from time to time by a Qualified Bidder must remain open and binding on the Qualified Bidder until and unless (i) the Debtor accepts a higher or otherwise better bid submitted by another Qualified Bidder during the Auction as an Overbid and (ii) such Overbid is not selected as the Backup Bid (as defined below). To the extent not previously provided (which will be determined by the Debtor in consultation with the Consultation Parties), a Qualified Bidder (other than the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder) submitting an Overbid must submit at the Debtor's request, as part of its Overbid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtor (in consultation with the Consultation Parties)) demonstrating such Qualified Bidder's ability to close the transaction at the purchase price contemplated by such Overbid.

A round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a Bid, following the Debtor's announcement of the Leading Bid from the previous round. The Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder, may credit bid at any Auction conducted pursuant to these Bidding Procedures the full amount owing with respect to the Merope Bid Protections, Astellas Bid Protections, or Additional Stalking Horse Bid Protections, as applicable and subject to the terms of the Merope Stalking Horse APA, Astellas Stalking Horse APA, or any Additional Stalking Horse APA.

Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction, in each round of bidding, (i) each Qualified Bidder must submit a Bid

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

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

The Debtor may, in its reasonable business judgment, and in consultation with the Consultation Parties, conclude or adjourn the Auction as to specific Assets while keeping the Auction open as to other Assets, if the Debtor determines, in consultation with the Consultation Parties, that doing so will maximize value of the Debtor's Assets.[6]

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

The Debtor (including in consultation with the Consultation Parties) shall have the right to request any additional financial information from a Qualified Bidder (other than the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) that will allow the Debtor to make a reasonable determination as to such Qualified Bidder's financial and other capabilities to consummate the transactions contemplated by its proposal and any further information that the Debtor believes is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction.

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

[6] Any adjournment of the Auction is without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA, and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA.

Bidder and the Astellas Stalking Horse Bidder; *provided*, that, to the extent such modifications occur at the Auction, disclosure of such modifications shall be limited to those in attendance at the Auction. The Debtor may, in its reasonable business judgment (in consultation with the Consultation Parties), negotiate with any and all Qualified Bidders participating in the Auction.

Selection of Successful Bid

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

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

Selection of Backup Bid

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

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

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

Bid, the Debtor may select the Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes.

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

Implementation of the Sale

The hearing to authorize the sale of the Assets to the Successful Bidder pursuant to the Successful Bid (the "**Sale Hearing**") will be held before the Court on **August 20, 2026 at 10:00 a.m. (ET)**. The Sale Hearing may be adjourned or rescheduled by the Debtor to a time and date consistent with the Court's calendar, as set forth in a notice filed on the docket of the Chapter 11 Case, a notice of agenda or stated orally on the record at a hearing before the Court, subject to the terms of any applicable Stalking Horse APA.

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

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

Consultation by the Debtor

The Debtor shall consult with the Consultation Parties as explicitly provided for in the Bidding Procedures and as additionally necessary or appropriate, as determined in the Debtor's business judgment. Each reference in the Bidding Procedures to "consultation" (or similar phrase) with the Consultation Parties shall mean consultation in good faith.

Consent to Jurisdiction as Condition to Bidding

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

Return of Good Faith Deposit

All Good Faith Deposits will be held by the Debtor in a non-interest-bearing escrow or trust account on terms acceptable to the Debtor (in consultation with the Consultation Parties). Good Faith Deposits of Qualified Bidders, other than the Successful Bidder and the Backup Bidder, if any, will be returned to the unsuccessful bidders within seven (7) days after selection of the Successful Bidder and Backup Bidder, if any, in accordance with these Bidding Procedures. The Successful Bidder's Good Faith Deposit will be applied to the Purchase Price of the Successful Bid at closing, and the Debtor will be entitled to retain such Good Faith Deposit as part of its damages if the Successful Bidder fails to meet its obligations to close the transaction contemplated by the Successful Bid. The Good Faith Deposit of the Backup Bidder, if any, will be returned to the Backup Bidder within seven (7) days after the consummation of the sale with the Successful Bidder. If the Backup Bidder fails to meet its obligations to close the transaction contemplated by the Backup Bid (in the event the sale contemplated by the Successful Bid is not consummated), the Debtor will be entitled to retain such Good Faith Deposit of the Backup Bidder as part of its damages.

Reservation of Rights

The Debtor reserves the right to, in its business judgment (in consultation with the Consultation Parties), modify the Bidding Procedures in good faith, including, without limitation, any deadlines or milestones thereunder,[7] to further the goal of attaining the highest or otherwise best offer for the Assets, or impose, at or prior to selection of the Successful Bidder(s), additional customary terms and conditions on any Sale of the Assets, including, without limitation, extending the deadlines set forth herein, adjourning the Auction (if held) without further notice, adding or modifying procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction and/or adjourning the Sale Hearing, and cancelling the Auction or electing not to hold an Auction, in each case without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the rights of the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA, *provided*, however, that any such modifications that affect the terms and conditions set forth in the Merope Stalking Horse APA or the Astellas Stalking Horse APA, or that affect the Merope Assets or the Astellas Assets, shall require the consent of the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder, as applicable, which consent shall not be unreasonably withheld. The Debtor shall provide reasonable notice of any such modification to any Qualified Bidder, including the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, and any Additional Stalking Horse Bidder.

Fiduciary Out

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

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

EXHIBIT 2

Contract Assumption/Rejection Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

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

PLEASE TAKE NOTICE OF THE FOLLOWING:

On the Petition Date, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**"), filed with the United States Bankruptcy Court for the District of Delaware (the "**Court**") a motion [Docket No. 13] (the "**Motion**") seeking entry of (a) an order (the "**Bidding Procedures Order**") (i) approving bidding procedures (the "**Bidding Procedures**")[2] to be used in connection with one or more sales (each, a "**Sale**") of substantially all of the Debtor's assets (the "**Assets**"); (ii) authorizing the Debtor to enter into and perform under the Merope Stalking Horse APA (substantially in the form attached to the Motion as Exhibit B-1), by and among the Debtor, Merope Acquisition Sub, LLC (the "**Merope Stalking Horse Bidder**"), and Eli Lilly and Company (solely as guarantor); (iii) authorizing the Debtor to enter into and perform under the Astellas Stalking Horse APA (substantially in the form attached to the Motion as Exhibit C-1), by and between the Debtor and Astellas Gene Therapies, Inc. (the "**Astellas Stalking Horse Bidder**"); (iv) approving the Merope Bid Protections granted to the Merope Stalking Horse Bidder and the Astellas Bid Protections granted to the Astellas Stalking Horse Bidder; (v) authorizing the Debtor to designate one or more additional stalking horse bidders (each, an "**Additional Stalking Horse Bidder**" and, together with the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder, the "**Stalking Horse Bidders**") for the Remaining Assets; (vi) approving procedures (the "**Assumption and**

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

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

Assignment and/or Rejection Procedures") for the assumption and assignment, or the Debtor's rejection, of executory contracts and unexpired leases (collectively, the "**Contracts**") and the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtor's calculation of the amount necessary to cure any defaults under an applicable Contract and certain other information regarding the potential assumption and assignment of Contracts in connection with the Sale; (vii) scheduling (A) an auction of the Assets (the "**Auction**") on **August 10, 2026 at 10:00 a.m. (Eastern Time)** and (B) a final hearing to consider approval of the Sale(s) (the "**Sale Hearing**") on **August 20, 2026, at 10:00 a.m. (Eastern Time)**; (viii) approving the form and manner of notice of the Bidding Procedures, the Auction and the Sale Hearing; and (ix) granting related relief; and (b) one or more orders (each, a "**Sale Order**") (i) authorizing one or more Sales of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted encumbrances as determined by the Debtor and any Successful Bidder(s), with liens to attach to the proceeds of the applicable Sale; (ii) authorizing the assumption and assignment of certain Contracts in connection with approved Sales; and (iii) granting related relief.

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

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

CURE AMOUNTS

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

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

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

CURE OBJECTIONS

A. Cure Objection Deadline

Any counterparty that wishes to object to the Debtor's proposed Cure Amounts (each such objection, a "**Cure Objection**") must file with the Court by no later than **[●], 2026, at 4:00 p.m. (Eastern Time**) and serve on the Notice Parties[3] its Cure Objection, which must be in writing and state, with specificity, the legal and factual bases thereof, the amount the counterparty believes to be the correct Cure Amount, and include any appropriate documentation in support thereof.

B. Resolution of Cure Objections

Pursuant to the Bidding Procedures Order, the Debtor, any Stalking Horse Bidder, or Successful Bidder (if applicable) and the objecting counterparty must first confer in good faith to attempt to resolve the Cure Objection without Court intervention. If the parties are unable to consensually resolve the Cure Objection prior to the commencement of the Sale Hearing, the Court shall make all necessary determinations relating to the applicable Cure Amounts and Cure

[3] "**Notice Parties**" means: (i) proposed counsel to the Debtor, Cooley LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Cullen D. Speckhart (cspeckhart@cooley.com), Lauren A. Reichardt (lreichardt@cooley.com), and Miriam Peguero Medrano (mpegueromedrano@cooley.com)) and 3 Embarcadero Center, 20th Floor, San Francisco, CA 94111 (Attn: Robert L. Eisenbach III (reisenbach@cooley.com)); (ii) proposed co-counsel to the Debtor, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801 (Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), Amanda R. Steele (steele@rlf.com), and Brendan J. Schlauch (schlauch@rlf.com)); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Linda Casey (linda.casey@usdoj.gov)); (iv) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com)); (v) counsel to the Merope Stalking Horse Bidder, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Jacob A. Adlerstein (jadlerstein@paulweiss.com) and Joshua A. Esses (jesses@paulweiss.com)) and Morris, Nichols, Arsht & Tunnell LLP, 120 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com) and Brenna A. Dolphin (bdolphin@morrisnichols.com)); (vi) counsel to the Astellas Stalking Horse Bidder, Covington & Burling LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Abigail V. O'Brient (aobrient@cov.com) and Julia Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com)); (vii) counsel to any Additional Stalking Horse Bidder; and (viii) proposed counsel to the Committee, McDermott Will & Schulte LLP, (a) 1000 N. West Street, Suite 1400, Wilmington, Delaware 19801, (Attn: David R. Hurst (dhurst@mcdermottlaw.com) and Andrew A. Mark (amark@mcdermottlaw.com)) and (b) One Vanderbilt Avenue, New York, New York 10017-3852, (Attn: Darren Azman (dazman@mcdermottlaw.com), Kristin K. Going (kgoing@mcdermottlaw.com) and Lindsay Barca (lbarca@mcdermottlaw.com)).

Objection at a hearing scheduled pursuant to the following paragraph. If a Cure Objection is resolved in a manner that is not in the best interest of the Debtor and its estate, whether or not such resolution occurs prior to or after the closing of the applicable Sale, the Debtor may determine, to the extent permitted under the applicable purchase agreement, that any Contract subject to such resolved Cure Objection no longer will be assumed and assigned; provided, that, in the case of an unexpired lease of non-residential real property, such determination shall be prior to the expiration of the applicable deadline to assume or reject unexpired leases under section 365(d)(4) of the Bankruptcy Code. All other objections to the Debtor's proposed assumption and assignment of the Debtor's right, title, and interest in, to, and under a Contract shall be heard at the Sale Hearing.

C. Assignment in the Event of a Cure Dispute

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

D. Adjourned Cure Objections

If a timely filed Cure Objection cannot otherwise be resolved by the parties, the Cure Objection may be heard at the Sale Hearing, or, at the option of the Debtor, in consultation with the Consultation Parties (as defined in the Bidding Procedures) and the applicable Successful Bidder, be adjourned to a subsequent hearing (each such Cure Objection, an "**Adjourned Cure Objection**"). Upon resolution of an Adjourned Cure Objection and the payment of the applicable Cure Amount, if any, the applicable Contract that was the subject of such Adjourned Cure Objection shall, at the election of the applicable Successful Bidder, and subject to the Debtor's rights set forth in the Bidding Procedures and the Bidding Procedures Order, be deemed assumed and assigned to the applicable Successful Bidder as of the closing date of the applicable Sale.

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE NOTICE PARTIES A TIMELY CURE OBJECTION, AN OBJECTION TO THE ASSUMPTION AND ASSIGNMENT OF AN ASSIGNED CONTRACT, AN OBJECTION TO THE REJECTION OF AN OUTBOUND LICENSE AGREEMENT OR IP LICENSE DESIGNATED FOR REJECTION IN CONNECTION WITH THE DEBTOR'S SALE PROCESS AND INCLUDED ON THE CONTRACT ASSUMPTION/REJECTION NOTICE OR SUPPLEMENTAL ASSUMPTION/REJECTION NOTICE, OR AN OBJECTION TO THE SALE BY THE SALE OBJECTION DEADLINE OR THE SUPPLEMENTAL SALE OBJECTION DEADLINE, AS APPLICABLE, THE COUNTERPARTY (A) SHALL BE FOREVER BARRED, ESTOPPED AND ENJOINED FROM ASSERTING (1) ANY OBJECTION WITH REGARD TO THE COST TO CURE ANY DEFAULTS UNDER THE APPLICABLE CONTRACT AND (2) THAT ANY CONDITIONS TO THE ASSUMPTION AND ASSIGNMENT OF SUCH CONTRACT

HAVE NOT BEEN SATISFIED PURSUANT TO SECTION 365(b)(1) OF THE BANKRUPTCY CODE OR OTHERWISE; AND (B) SHALL BE DEEMED TO CONSENT TO ANY APPLICABLE SALE OF ASSETS AS APPROVED BY THE APPLICABLE SALE ORDER. THE CURE AMOUNTS SET FORTH ON SCHEDULE 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE CONTRACT AND SATISFY THE REQUIREMENTS OF SECTION 365(b) OF THE BANKRUPTCY CODE, AND THE COUNTERPARTY TO THE CONTRACT SHALL BE DEEMED BOUND BY AND TO HAVE CONSENTED TO THE CURE AMOUNTS.

NOTICE OF AUCTION RESULTS

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

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

If you would like to be served with the Notice of Successful Bidder via email, please provide notice of such request by emailing Verita at SangamoInfo@veritaglobal.com.

ADEQUATE ASSURANCE OBJECTIONS

A. Adequate Assurance Objection Deadline

Any counterparty to a Contract that wishes to object to the proposed assumption and assignment of a Contract, the subject of which objection is the Merope Stalking Horse Bidder or the Astellas Stalking Horse Bidder's proposed form of adequate assurance of future performance with respect to the Contract (each such objection, an "**Adequate Assurance Objection**"), must file with the Court and serve on the Notice Parties an Adequate Assurance Objection, which must

state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof, by **[●], 2026, at 4:00 p.m. (Eastern Time**).

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

Following service of this Notice, and upon request by a counterparty to the Debtor's counsel and the applicable Stalking Horse Bidder's counsel, the Debtor shall provide such counterparty with information regarding the applicable Stalking Horse Bidder's future ability to perform under the relevant Contract (the "**Stalking Horse Adequate Assurance Information**") as soon as reasonably practicable (by email if available or otherwise by first-class mail); *provided* that the Debtor shall use best efforts to ensure that such Stalking Horse Adequate Assurance Information is provided to the relevant counterparty no later than forty-eight hours after such request. Any counterparty that receives any Stalking Horse Adequate Assurance Information shall keep such information strictly confidential and shall not disclose such information to any party, *provided*, *however*, that such counterparty may include such information (in redacted form) in any objection to the assumption and assignment of its Contract, as necessary, and shall file an unredacted version of such objection under seal without the need for a separate order of the Court.

B. Resolution of Adequate Assurance Objections

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

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OR ANY OTHER DOCUMENT.

PROPOSED REJECTED CONTRACTS

Pursuant to section 365 of the Bankruptcy Code, in connection with the Merope Stalking Horse Bid and the Astellas Stalking Horse Bid, the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder have designated the Contracts listed on **Schedule 2** hereto for rejection. The inclusion of any Contract on **Schedule 2** does not constitute an admission by the Debtor, any Stalking Horse Bidder, any Successful Bidder, or any other party that such Contract is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code and does not require or guarantee that such Contract ultimately will be rejected. All rights of the Debtor with respect thereto are reserved.

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

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

SECTION 365(n)(1)(B) ELECTIONS

Any counterparty to an Outbound License Agreement (as defined in the Merope Stalking Horse APA) who wishes to make the election contemplated by section 365(n)(1)(B) of the Bankruptcy Code with respect to such Outbound License Agreement must file notice of its election (a "**Notice of Election**") with this Court and serve such Notice of Election on the Notice Parties. Any counterparty to any such Outbound License Agreement that fails to file and serve a timely Notice of Election by no later than August 4, 2026, at 4:00 p.m. (Eastern Time) (the "**Election Deadline**") shall be (a) forever barred, estopped and enjoined from asserting any rights under section 365(n)(1)(B) of the Bankruptcy Code and (b) deemed to have elected to terminate such Outbound License Agreement under section 365(n)(1)(A) of the Bankruptcy Code upon the rejection of such Outbound License Agreement.

Any counterparty to a Contract under which that counterparty is a licensee of a right to intellectual property, as such term is defined in the Bankruptcy Code (an "**IP License**"), who receives a Supplemental Assumption/Rejection Notice designating such contract for rejection and

who wishes to make the election contemplated by section 365(n)(1)(B) of the Bankruptcy Code with respect to such IP License must file a Notice of Election with this Court and serve such Notice of Election on the Notice Parties. Any counterparty to any such IP License that fails to file and serve a timely Notice of Election by no later than fourteen (14) days following the service of the Supplemental Assumption/Rejection Notice (the "**Supplemental Election Deadline**") shall be (a) forever barred, estopped and enjoined from asserting any rights under section 365(n)(1)(B) of the Bankruptcy Code and (b) deemed to have elected to terminate such IP License under section 365(n)(1)(A) of the Bankruptcy Code upon the rejection of such IP License.

IF A COUNTERPARTY TO AN OUTBOUND LICENSE AGREEMENT OR IP LICENSE WITH THE DEBTOR TIMELY FILES AND SERVES ON THE NOTICE PARTIES A NOTICE OF ELECTION PRIOR TO THE ELECTION DEADLINE OR SUPPLEMENTAL ELECTION DEADLINE, AS APPLICABLE, SUCH COUNTERPARTY SHALL BE DEEMED TO HAVE TIMELY MADE THE ELECTION CONTEMPLATED BY SECTION 365(n)(1)(B) OF THE BANKRUPTCY CODE (WITHOUT PREJUDICE, AS BETWEEN THE DEBTOR AND ANY STALKING HORSE BIDDER, TO THE RIGHTS OF ANY STALKING HORSE BIDDER UNDER THE RESPECTIVE STALKING HORSE APA, INCLUDING WITH RESPECT TO REMOVING ANY OUTBOUND LICENSE AGREEMENT OR IP LICENSE FROM SCHEDULE 2 AND INCLUDING SUCH OUTBOUND LICENSE AGREEMENT OR IP LICENSE ON SCHEDULE 1, IN ACCORDANCE WITH THE TERMS OF THE RESPECTIVE STALKING HORSE APA). THE DEBTOR AND THE STALKING HORSE BIDDERS (OR OTHER SUCCESSFUL BIDDER) RESERVE THEIR RIGHT TO OBJECT TO ANY NOTICES OF ELECTION ON ANY AND ALL AVAILABLE GROUNDS.

FOR THE AVOIDANCE OF DOUBT, NOTWITHSTANDING WHETHER ANY PARTY TIMELY FILES AND SERVES A NOTICE OF ELECTION, IF THE MEROPE STALKING HORSE BIDDER IS A SUCCESSFUL BIDDER, THEN THE DEBTOR INTENDS TO SEEK ENTRY OF THE PROPOSED MEROPE SALE ORDER THAT, AMONG OTHER THINGS, INCLUDES FINDINGS OF FACT AND CONCLUSIONS OF LAW ESTABLISHING THAT THE NONCOMPETE PROVISIONS IN THE OUTBOUND LICENSE AGREEMENTS ARE NOT BINDING ON THE MEROPE STALKING HORSE BIDDER OR ITS AFFILIATES. *SEE* DOCKET NO. 13, EX. B-2 AT ¶¶ S, CC & 24.

SALE HEARING

The Sale Hearing shall take place on **August 20, 2026, at 10:00 a.m. (Eastern Time)** before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, at the Court, located at 824 N. Market Street, Wilmington, Delaware 19801.

ADDITIONAL INFORMATION

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

Dated: June __, 2026
Wilmington, Delaware

/s/ DRAFT

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

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

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

Proposed Counsel for the Debtor and Debtor in Possession

Schedule 1

Schedule 2

EXHIBIT 3

Sale Hearing Notice

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

NOTICE OF SALE, BIDDING PROCEDURES, AUCTION AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

On the Petition Date, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned chapter 11 case (the "**Chapter 11 Case**"), filed with the United States Bankruptcy Court for the District of Delaware (the "**Court**") a motion [Docket No. 13] (the "**Motion**") seeking entry of (a) an order (the "**Bidding Procedures Order**") (i) approving bidding procedures (the "**Bidding Procedures**")[2] to be used in connection with one or more sales (each, a "**Sale**") of substantially all of the Debtor's assets (the "**Assets**"); (ii) approving the Merope Bid Protections for the Merope Stalking Horse Bidder and the Astellas Bid Protections for the Astellas Stalking Horse Bidder; (iii) approving the Stalking Horse Designation Procedures with respect to the designation of one or more Additional Stalking Horse Bidders for the Remaining Assets; (iv) scheduling (a) an auction of the Assets (the "**Auction**") on **August 10, 2026 at 10:00 a.m. (Eastern Time)** and (b) a final hearing to consider approval of the proposed Sale (s) (the "**Sale Hearing**") on **August 20, 2026, at 10:00 a.m.** (v) approving the form and manner of notice of the Bidding Procedures, the Auction, and the Sale Hearing; (vi) approving the Assumption and Assignment and/or Rejection Procedures for the assumption and assignment and/or rejection of executory contracts and unexpired leases (collectively, the "**Contracts**") in connection with any Sale (s); (vii) approving the form and manner of notice to each relevant non-debtor counterparty to a Contract of the Debtor's calculation of the amount necessary to cure any defaults under an applicable Contract and certain other information regarding the potential assumption and assignment of Contracts in connection with the applicable Sale(s); and (viii) granting related relief; and (b) one or more orders (each, a "**Sale Order**") (i) authorizing one or more Sales of the Assets free and clear of all liens, claims, interests and encumbrances, except certain permitted

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

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

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

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

BIDDING PROCEDURES AND ASSETS FOR SALE

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

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

MEROPE STALKING HORSE BID

On June 22, 2026, the Debtor, the Merope Stalking Horse Bidder, and Lilly entered into the Merope Stalking Horse APA, which provides for, among other things, the sale of the Merope Assets as set forth in the Merope Stalking Horse APA. The Merope Stalking Horse APA is subject to higher or otherwise better offers submitted in accordance with the terms and provisions of the Bidding Procedures. A copy of the Merope Stalking Horse APA and the Merope Sale Order is available on the website maintained by Kurtzman Carson Consultants, LLC dba Verita Global, the Debtor's claims and noticing agent in this Chapter 11 Case, located at www.veritaglobal.net/Sangamo (the "**Verita Website**") and on the Court's docket at Docket No. 13, Exhibits B-1 & B-2.

ASTELLAS STALKING HORSE BID

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

available on the Verita Website and on the Court's docket at Docket No. 13, Exhibits C-1 & C-2.

STALKING HORSE DESIGNATION PROCEDURES

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

IF NO ADDITIONAL STALKING HORSE OBJECTION IS TIMELY FILED AND SERVED WITH RESPECT TO THE APPLICABLE ADDITIONAL STALKING HORSE BID, UPON THE EXPIRATION OF THE ADDITIONAL STALKING HORSE OBJECTION DEADLINE, THE DEBTOR MAY SUBMIT TO THE COURT THE PROPOSED ADDITIONAL STALKING HORSE ORDER UNDER CERTIFICATION OF COUNSEL, WHICH MAY BE ENTERED BY THE COURT WITHOUT A HEARING, INCLUDING WITH RESPECT TO ANY BID PROTECTIONS SET FORTH THEREIN.

IMPORTANT DATES AND DEADLINES

A. ***Bid Deadline.*** Any party interested in submitting a bid for any of the Assets must deliver written and electronic copies of its Bid to Raymond James via email (Attn: Geoffrey Richards (geoffrey.richards@raymondjames.com) and Alexander V. Rohan (alexander.rohan@raymondjames.com)) **by no later than August 4, 2026 at 5:00 p.m. (Eastern Time)**. The Qualified Bid requirements are set forth in page 8 of the Bidding Procedures.

B. ***Section 365(n)(1)(B) Election Deadline***. Any counterparty to an Outbound License Agreement (as defined in the Merope Stalking Horse APA) who wishes to make the election contemplated by section 365(n)(1)(B) of the Bankruptcy Code with respect to such Outbound License Agreement must file a notice of its election (a "**Notice of Election**") with this Court and serve such Notice of Election on the Notice Parties[3]. Any counterparty

[3] "**Notice Parties**" means: (i) proposed counsel to the Debtor, Cooley LLP, 55 Hudson Yards, New York, NY 10001 (Attn: Cullen D. Speckhart (cspeckhart@cooley.com), Lauren A. Reichardt (lreichardt@cooley.com), and Miriam Peguero Medrano (mpegueromedrano@cooley.com)) and 3 Embarcadero Center, 20th Floor, San

to any such Outbound License Agreement that fails to file and serve a timely Notice of Election by no later than August 4, 2026, at 4:00 p.m. (Eastern Time) (the "**Election Deadline**") shall be (a) forever barred, estopped and enjoined from asserting any rights under section 365(n)(1)(B) of the Bankruptcy Code and (b) deemed to have elected to terminate such Outbound License Agreement under section 365(n)(1)(A) of the Bankruptcy Code upon the rejection of such Outbound License Agreement.

C. ***Supplemental Section 365(n)(1)(B) Election Deadline.*** Any counterparty to a Contract under which that counterparty is a licensee of a right to intellectual property, as such term is defined in the Bankruptcy Code (an "**IP License**"), who receives a Supplemental Assumption/Rejection Notice designating such contract for rejection and who wishes to make the election contemplated by section 365(n)(1)(B) of the Bankruptcy Code with respect to such IP License must file a Notice of Election with this Court and serve such Notice of Election on the Notice Parties. Any counterparty to any such IP License that fails to file and serve a timely Notice of Election by no later than fourteen (14) days following the service of the Supplemental Assumption/Rejection Notice (the "**Supplemental Election Deadline**") shall be (a) forever barred, estopped and enjoined from asserting any rights under section 365(n)(1)(B) of the Bankruptcy Code and (b) deemed to have elected to terminate such IP License under section 365(n)(1)(A) of the Bankruptcy Code upon the rejection of such IP License.

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

Francisco, CA 94111 (Attn: Robert L. Eisenbach III (reisenbach@cooley.com)); (ii) proposed co-counsel to the Debtor, Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, DE 19801 (Attn: Daniel J. DeFranceschi (defranceschi@RLF.com), Amanda R. Steele (steele@rlf.com), and Brendan J. Schlauch (schlauch@rlf.com)); (iii) the U.S. Trustee, J. Caleb Boggs Federal Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 (Attn: Linda Casey (linda.casey@usdoj.gov)); (iv) counsel to the DIP Lender, Norton Rose Fulbright US LLP, 1301 Avenue of the Americas, New York, NY 10019 (Attn: Robert M. Hirsh (robert.hirsh@nortonrosefulbright.com) and James Copeland (james.copeland@nortonrosefulbright.com)); (v) counsel to the Merope Stalking Horse Bidder, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019-6064 (Attn: Jacob A. Adlerstein (jadlerstein@paulweiss.com) and Joshua A. Esses (jesses@paulweiss.com)) and Morris, Nichols, Arsht & Tunnell LLP, 120 North Market Street, P.O. Box 1347, Wilmington, DE 19899-1347 (Attn: Robert J. Dehney, Sr. (rdehney@morrisnichols.com) and Brenna A. Dolphin (bdolphin@morrisnichols.com)); (vi) counsel to the Astellas Stalking Horse Bidder, Covington & Burling LLP, 1999 Avenue of the Stars, Los Angeles, CA 90067 (Attn: Abigail V. O'Brient (aobrient@cov.com) and Julia Blackburn (jblackburn@cov.com)) and McCarter & English, LLP, 405 N. King Street, 8th Floor Wilmington, Delaware 19801 (Attn: Kate Roggio Buck (kbuck@mccarter.com)); (vii) counsel to any Additional Stalking Horse Bidder; and (viii) proposed counsel to the Committee, McDermott Will & Schulte LLP, (a) 1000 N. West Street, Suite 1400, Wilmington, Delaware 19801, (Attn: David R. Hurst (dhurst@mcdermottlaw.com) and Andrew A. Mark (amark@mcdermottlaw.com)) and (b) One Vanderbilt Avenue, New York, New York 10017-3852, (Attn: Darren Azman (dazman@mcdermottlaw.com), Kristin K. Going (kgoing@mcdermottlaw.com) and Lindsay Barca (lbarca@mcdermottlaw.com)).

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

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

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

F. ***Supplemental Sale Objection Deadlines***. Objections to (i) the conduct of the Auction; (ii) the proposed Sale (other than a sale to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder); and (iii) the ability of a Successful Bidder(s) (other than the Merope Stalking Horse Bidder, Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder) to provide adequate assurance of future performance, must (a) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof and (b) be filed with the Court by no later than **two business days after service of the Notice of Successful Bidder**.

G. ***Sale Hearing***. The Sale Hearing will take place on **August 20, 2026, at 10:00 a.m. (Eastern Time) before the Honorable Craig T. Goldblatt**, United States Bankruptcy

Judge, located at the Court, 824 North Market Street, Wilmington, Delaware 19801. The Sale Hearing may be adjourned by the Debtor by an announcement of the adjourned date at a hearing before the Court or by filing a notice on the Court's docket. At the Sale Hearing, the Debtor will seek the Court's approval of the Successful Bid(s) and any Backup Bid(s).

ANY PARTY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO A SALE BY THE SALE OBJECTION DEADLINE OR THE SUPPLEMENTAL SALE OBJECTION DEADLINE, AS APPLICABLE, FOREVER SHALL BE BARRED FROM ASSERTING ANY OBJECTION TO ANY APPLICABLE SALE MOTION, SALE, OR TO THE ENTRY OF AN APPLICABLE SALE ORDER, AND THE FAILURE TO TIMELY OBJECT SHALL BE DEEMED TO CONSTITUTE ANY SUCH PARTY'S CONSENT TO ENTRY OF THE APPLICABLE SALE ORDER AND CONSUMMATION OF SUCH SALE AND ALL TRANSACTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED CONTRACTS.

IF A COUNTERPARTY TO AN OUTBOUND LICENSE AGREEMENT OR IP LICENSE WITH THE DEBTOR TIMELY FILES AND SERVES ON THE NOTICE PARTIES A NOTICE OF ELECTION PRIOR TO THE ELECTION DEADLINE OR SUPPLEMENTAL ELECTION DEADLINE, AS APPLICABLE, SUCH COUNTERPARTY SHALL BE DEEMED TO HAVE TIMELY MADE THE ELECTION CONTEMPLATED BY SECTION 365(n)(1)(B) OF THE BANKRUPTCY CODE (WITHOUT PREJUDICE, AS BETWEEN THE DEBTOR AND ANY STALKING HORSE BIDDER, TO THE RIGHTS OF ANY STALKING HORSE BIDDER UNDER THE RESPECTIVE STALKING HORSE APA, INCLUDING WITH RESPECT TO REMOVING ANY OUTBOUND LICENSE AGREEMENT OR IP LICENSE FROM SCHEDULE 2 AND INCLUDING SUCH OUTBOUND LICENSE AGREEMENT OR IP LICENSE ON SCHEDULE 1 OF THE ASSUMPTION/REJECTION NOTICE OR SUPPLEMENTAL ASSUMPTION/REJECTION NOTICE, AS APPLICABLE, IN ACCORDANCE WITH THE TERMS OF THE RESPECTIVE STALKING HORSE APA). THE DEBTOR AND THE STALKING HORSE BIDDERS (OR OTHER SUCCESSFUL BIDDER) RESERVE THEIR RIGHT TO OBJECT TO ANY NOTICES OF ELECTION ON ANY AND ALL AVAILABLE GROUNDS.

FOR THE AVOIDANCE OF DOUBT, NOTWITHSTANDING WHETHER ANY PARTY TIMELY FILES AND SERVES A NOTICE OF ELECTION, IF THE MEROPE STALKING HORSE BIDDER IS A SUCCESSFUL BIDDER, THEN THE DEBTOR INTENDS TO SEEK ENTRY OF THE PROPOSED MEROPE SALE ORDER THAT, AMONG OTHER THINGS, INCLUDES FINDINGS OF FACT AND CONCLUSIONS OF LAW ESTABLISHING THAT THE NONCOMPETE PROVISIONS IN THE OUTBOUND LICENSE AGREEMENTS ARE NOT BINDING ON THE MEROPE STALKING HORSE BIDDER OR ITS AFFILIATES. *SEE* DOCKET NO. 13, EX. B-2 AT ¶¶ S, CC & 24.

RESERVATION OF RIGHTS TO MODIFY BIDDING PROCEDURES

The Debtor reserves the right, in its reasonable business judgment, in a manner consistent with its fiduciary duties and applicable law, in consultation with the Consultation Parties, and with the consent of the Merope Stalking Horse Bidder and the Astellas Stalking Horse Bidder, not to be unreasonably withheld, to modify the Bidding Procedures; waive terms and conditions set forth therein; extend the deadlines set forth therein; announce at the Auction modified or additional procedures for conducting the Auction; and provide notice and reasonable accommodations to the Merope Stalking Horse Bidder, the Astellas Stalking Horse Bidder, or any Additional Stalking Horse Bidder with respect to such terms, conditions, and deadlines of the bidding and Auction process to promote further bids by such bidder, in each case, to the extent not materially inconsistent with the Bidding Procedures and the Bidding Procedures Order, in each case without prejudice to, and subject to, the rights of the Merope Stalking Horse Bidder under the Merope Stalking Horse APA and the Astellas Stalking Horse Bidder under the Astellas Stalking Horse APA. **Except as provided in the Merope Stalking Horse APA, the Astellas Stalking Horse APA, or any Additional Stalking Horse APA, nothing obligates the Debtor to consummate or pursue any transaction with respect to any Asset with any bidder.**

ADDITIONAL INFORMATION

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

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

THE FAILURE OF ANY PERSON OR ENTITY TO FILE AND SERVE AN OBJECTION IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, INCLUDING THE FAILURE TO FILE ANY SUCH OBJECTION BY THE APPLICABLE OBJECTION DEADLINE, SHALL FOREVER BAR SUCH PERSON OR ENTITY FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY SUCH OBJECTION TO THE RELIEF REQUESTED IN THE MOTION, THE CONSUMMATION OF ANY APPLICABLE SALE, INCLUDING THE SALE OF ANY ASSETS TO A SUCCESSFUL BIDDER FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO SECTION 363(f) OF THE BANKRUPTCY CODE OR THE TERMS OF THE MEROPE STALKING HORSE APA, THE ASTELLAS STALKING HORSE APA, OR OTHER ASSET PURCHASE AGREEMENT EXECUTED BY THE DEBTOR, AND SHALL BE DEEMED TO CONSTITUTE ANY SUCH PARTY'S CONSENT TO ENTRY OF THE SALE ORDER AND CONSUMMATION OF SUCH SALE AND ALL TRANSACTIONS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED CONTRACTS.

Dated: July 14, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ DRAFT

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

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

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

Proposed Counsel for the Debtor and Debtor in Possession