IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket No. 7, 64 & 65**

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

The undersigned hereby certifies as follows:

1. On June 23, 2026, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned case, filed the *Motion of the Debtor for Entry of Interim and Final Orders (I) Authorizing the Debtor (A) to Continue Use of its Existing Cash Management System, Bank Accounts, Checks, Corporate Credit Cards, and Business Forms, (B) to Pay Related Prepetition Obligations and (C) to Perform Intercompany Transactions with its Foreign Non-Debtor Subsidiaries in the Ordinary Course; (II) Extending Time to Comply with 11 U.S.C. § 345(b); (III) Waiving Compliance with Certain of the U.S. Trustee Guidelines; and (IV) Granting Related Relief* [Docket No. 7] (the "**Motion**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**"). Attached thereto as **Exhibit B** was a proposed

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

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form of order granting the relief requested in the Motion on a final basis (the "**Proposed Final Order**").

2. On June 25, 2026, the Court entered the *Amended Interim Order (I) Authorizing the Debtor (A) to Continue Use of its Existing Cash Management System, Bank Accounts, Checks, Corporate Credit Cards, and Business Forms, (B) to Pay Related Prepetition Obligations and (C) to Perform Intercompany Transactions with its Foreign Non-Debtor Subsidiaries in the Ordinary Course; (II) Extending Time to Comply with 11 U.S.C. § 345(b); (III) Waiving Compliance with Certain of the U.S. Trustee Guidelines; and (IV) Granting Related Relief* [Docket No. 64] (the "**Interim Order**").

3. Pursuant to the Interim Order and the *Omnibus Notice of First Day Motions and Final Hearing Thereon* [Docket No. 65], objections, if any, to the relief requested in the Motion were to be filed and served by no later than July 14, 2026 at 4:00 p.m. (Eastern Time) (the "**Objection Deadline**"). The Objection Deadline was extended to July 21, 2026 at 11:00 a.m. (ET) for the Official Committee of Unsecured Creditors (the "**Committee**").

4. Prior to the Objection Deadline, the Debtor received informal comments (the "**Comments**") to the final relief requested in the Motion from the Committee, Silicon Valley Bank and Northridge ATM, LLC ("**Northridge**").[2] Other than the Comments, the Debtor received no informal responses to the final relief requested in the Motion, and no objection or responsive pleading to the Motion as appeared on the Court's docket in this chapter 11 case.

5. The Debtor has prepared a revised form of the Proposed Final Order (the "**Revised Final Order**") that (i) resolves the Comments and (ii) incorporates changes to

[2] Counsel to Northridge confirmed Northridge's informal comments were withdrawn as a result of the Debtor's decision to pursue replacement postpetition financing from Future Solution Investments LLC or its designated affiliate.

conform with the Interim Order. A copy of the Revised Final Order is attached hereto as **Exhibit 1**. For the convenience of the Court and all parties in interest, a redline comparison of the Revised Final Order marked against the Proposed Final Order is attached hereto as **Exhibit 2**.

6. The Revised Final Order has been circulated to the U.S. Trustee, counsel to the Committee, and counsel to Silicon Valley Bank, and the aforementioned parties do not object to the entry of the Revised Final Order.

WHEREFORE the Debtor respectfully requests that the Revised Final Order, substantially in the form attached hereto as **Exhibit 1**, be entered at the earliest convenience of the Court.

[Remainder of Page Intentionally Left Blank]

Dated: July 21, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Brendan J. Schlauch

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Proposed Counsel for the Debtor and Debtor in Possession

Exhibit 1

Revised Final Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket Nos. 7 & 64**

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

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

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

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

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

6. The Debtor is authorized to continue performing Intercompany Transactions in connection with the Cash Management System in the ordinary course of business; *provided* that the Debtor shall not be authorized by this Final Order to undertake any Intercompany Transactions that are not on terms materially consistent with the Debtor's operation of its business in the ordinary course during the prepetition period; *provided further*, that there shall be no intercompany loans from the Debtor to either Foreign Non-Debtor Subsidiary, absent further order of the Court. Notwithstanding the foregoing, transfers from the Debtor to the Foreign Non-Debtor Subsidiaries shall not exceed $1,500,000.00 in the aggregate (the "**Initial Intercompany Transactions Cap**"); *provided* that the Debtor may provide written notice (with email being sufficient) (a "**Cap Increase Notice**") to the Committee proposing an increase to the Initial Intercompany Transactions Cap (a "**Proposed Cap Increase**"). If, following good faith discussions between the Debtor and the Committee after issuance of the Cap Increase Notice, the Committee opposes the Proposed Cap Increase, then the Committee may, within 7 calendar days following issuance of the Cap Increase Notice, request an emergency hearing with the Court, which shall (subject to the Court's calendar) be scheduled no later than 7 calendar days after the Committee makes such emergency hearing request. If the Committee requests an emergency hearing, then the Proposed Cap Increase shall not take effect until the earlier of: (a) the Court approving the Proposed Cap Increase and (b) a consensual resolution between the Debtor and the Committee regarding the Proposed Cap Increase. The Debtor shall file a notice with the Court reflecting the Proposed Cap Increase within three business days of such increase going into effect.

7. The Debtor shall maintain accurate records of all transfers into and out of the Bank Accounts, including Intercompany Transactions, so that all post-petition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, its books and records, in no less detailed form than that maintained by the Debtor before the Petition Date. No less than once every two weeks, the Debtor's advisors shall provide the advisors to the Committee with reasonable reporting of any Intercompany Transactions performed pursuant to this Order. Additionally, the Debtor's advisors shall reasonably consult with and provide reasonable diligence regarding amounts paid pursuant to this Order to the advisors to the Committee.

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

9. The Debtor is authorized, but not directed, to (a) obtain credit through its use of the Corporate Credit Cards on an uninterrupted and ongoing basis pursuant to section 364 of the Bankruptcy Code and continue the Corporate Credit Card program, subject to any terms and conditions under the applicable servicing agreements and related documents, on a postpetition basis consistent with its past practices and (b) pay all obligations related to the Corporate Credit Card program, whether arising prepetition or postpetition. Notwithstanding the foregoing, the Debtor's credit limit under the Corporate Credit Cards shall not exceed $20,000 absent further order of the Court. If requested by the issuer of a Corporate Credit Card, the Debtor is authorized to provide cash collateral in an amount not to exceed the maximum availability under the Corporate

Credit Cards, and the Debtor is authorized to execute such documentation as may be reasonably required to effectuate the foregoing. The issuer of any Corporate Credit Card is authorized to debit any cash collateral held in connection with the Corporate Credit Card program in the ordinary course of business in accordance with the applicable contract governing the credit card facility without further approval from this Court.

10. Notwithstanding any other provision of this Order, within ten business days after the last business day of each calendar month, the Debtor shall provide the Committee with a summary of the payments that the Debtor made during such calendar month on account of obligations arising from or relating to the Corporate Credit Cards.

11. The Debtor is authorized to issue new postpetition checks or effect new postpetition fund transfers or other new postpetition Payments to replace any checks, drafts, and other forms of payment on account of prepetition obligations authorized to be paid pursuant to an order of the Court.

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

13. Nothing contained in the Motion or this Final Order, nor any payment made pursuant to the authority granted by this Final Order, is intended to be or shall be construed as:

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

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

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

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

Exhibit 2

Blackline

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. ~~26-~~ ~~(~~ 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket Nos. ~~7~~ 7 & ~~64~~ 64**

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

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

IT IS HEREBY ORDERED THAT:

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

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

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

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

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

6. The Debtor is authorized to continue performing Intercompany Transactions in connection with the Cash Management System in the ordinary course of business; *provided* that the Debtor shall not be authorized by this Final Order to undertake any Intercompany Transactions that are not on terms materially consistent with the Debtor's operation of its business in the ordinary course during the prepetition period; *provided further*, that there shall be no intercompany loans from the Debtor to either Foreign Non-Debtor Subsidiary, absent further order of the Court. Notwithstanding the foregoing, transfers from the Debtor to the Foreign Non-Debtor Subsidiaries shall not exceed $1,500,000.00 in the aggregate (the "**Initial Intercompany Transactions Cap**"); *provided* that the Debtor may provide written notice (with email being sufficient) (a "**Cap Increase Notice**") to the Committee proposing an increase to the Initial Intercompany Transactions Cap (a "**Proposed Cap Increase**"). If, following good faith discussions between the Debtor and the Committee after issuance of the Cap Increase Notice, the Committee opposes the Proposed Cap Increase, then the Committee may, within 7 calendar days following issuance of the Cap Increase Notice, request an emergency hearing with the Court, which shall (subject to the Court's calendar) be scheduled no later than 7 calendar days after the Committee makes such emergency hearing request. If the Committee requests an emergency hearing, then the Proposed Cap Increase shall not take effect until the earlier of: (a) the Court approving the Proposed Cap Increase and (b) a consensual resolution between the Debtor and the Committee regarding the Proposed Cap Increase. The Debtor shall file a notice with the Court reflecting the Proposed Cap Increase within three business days of such increase going into effect.

7. The Debtor shall maintain accurate records of all transfers into and out of the Bank Accounts, including Intercompany Transactions, so that all post-petition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, its books and records, ~~to the same extent~~in no less detailed form than that maintained by the Debtor before the Petition Date. No less than once every two weeks, the Debtor's advisors shall provide the advisors to the Committee with reasonable reporting of any Intercompany Transactions performed pursuant to this Order. Additionally, the Debtor's advisors shall reasonably consult with and provide reasonable diligence regarding amounts paid pursuant to this Order to the advisors to the Committee.

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

9. The Debtor is authorized, but not directed, to (a) obtain credit through its use of the Corporate Credit Cards on an uninterrupted and ongoing basis pursuant to section 364 of the Bankruptcy Code and continue the Corporate Credit Card program, subject to any terms and conditions under the applicable servicing agreements and related documents, on a postpetition basis consistent with its past practices and (b) pay all obligations related to the Corporate Credit Card program, whether arising prepetition or postpetition. Notwithstanding the foregoing, the Debtor's credit limit under the Corporate Credit Cards shall not exceed $20,000 absent further order of the Court. If requested by the issuer of a Corporate Credit Card, the Debtor is authorized

to provide cash collateral in an amount not to exceed the maximum availability under the Corporate Credit Cards, and the Debtor is authorized to execute such documentation as may be reasonably required to effectuate the foregoing. The issuer of any Corporate Credit Card is authorized to debit any cash collateral held in connection with the Corporate Credit Card program in the ordinary course of business in accordance with the applicable contract governing the credit card facility without further approval from this Court.

10. Notwithstanding any other provision of this Order, within ten business days after the last business day of each calendar month, the Debtor shall provide the Committee with a summary of the payments that the Debtor made during such calendar month on account of obligations arising from or relating to the Corporate Credit Cards.

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

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

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

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

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

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