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]	)	**Rejection Obj. Deadline: Aug. 5, 2026 at 4:00 p.m. (ET)** **Supp. 365(n) Election Deadline: Aug. 5, 2026 at 4:00 p.m. (ET)**
	)	**Re: Docket Nos. 13, 122 & 139**

FIRST SUPPLEMENTAL NOTICE OF 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 Assignment and/or Rejection Procedures**") for the assumption and assignment, or the Debtor's

[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.

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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 July 14, 2026, the Court entered the Bidding Procedures Order [Docket No. 122].

On July 17, 2026, the Debtor filed the *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* [Docket No. 139] (the "**Assumption/Rejection Notice**"), listing: (i) certain Contracts that could potentially be assumed and assigned in connection with the Debtor's Sale to a Successful Bidder, along with the calculation of the Cure Amounts with respect to those Contracts, on **Schedule 1** attached thereto; and (ii) certain other Contracts designated for rejection in connection with the proposed Sale(s) of substantially all of the Assets on **Schedule 2** attached thereto.

You are receiving this notice (this "First Supplemental Rejection Notice") because you may be a counterparty to a Contract of the Debtor that may be 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 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.

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.

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 Debtor hereby files this First Supplemental Rejection Notice designating the Contracts listed on **Schedule A** hereto for rejection. The inclusion of any Contract on **Schedule A** 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 A** (each such objection, a "**Rejection Objection**") must file with the Court by no later than **August 5, 2026, at 4:00 p.m. (Eastern Time**) and serve on the Notice Parties[3] 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.

[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

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

As set forth in the Assumption/Rejection Notice, any counterparty to an Outbound License Agreement (as defined in the Merope Stalking Horse APA) set forth on Schedule 2 attached to the Assumption/Rejection Notice 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 "**Original 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. **FOR THE AVOIDANCE OF DOUBT, THE ORIGINAL ELECTION DEADLINE FOR COUNTERPARTIES TO AN OUTBOUND LICENSE SET FORTH ON SCHEDULE 2 ATTACHED TO THE ASSUMPTION/REJECTION NOTICE IS AUGUST 4, 2026, AT 4:00 P.M. (EASTERN TIME) AND HAS NOT CHANGED.**

Any counterparty to an Outbound License Agreement set forth on **Schedule A** hereto who wishes to make a Notice of Election with respect to such Outbound License Agreement must file a Notice of Election with this Court and serve such Notice of Election on the Notice Parties by no later than **August 5, 2026, at 4:00 p.m. (Eastern Time)** (the "**Supplemental Election Deadline**"). Any counterparty to any such Outbound License Agreement set forth on **Schedule A** hereto that fails to file and serve a timely Notice of Election by 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

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)).

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 further Supplemental 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 a further Supplemental Assumption/Rejection Notice (the "**Further 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 ORIGINAL ELECTION DEADLINE, SUPPLEMENTAL ELECTION DEADLINE AND/OR FURTHER 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 A HERETO AND INCLUDING SUCH OUTBOUND LICENSE AGREEMENT OR IP LICENSE ON A FURTHER SUPPLEMENTAL NOTICE DESIGNATING SUCH OUTBOUND LICENSE AGREEMENT OR IP LICENSE FOR ASSUMPTION AND ASSIGNMENT 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: July 22, 2026
Wilmington, Delaware

/s/ Brendan J. Schlauch

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Proposed Counsel for the Debtor and Debtor in Possession

Schedule A

No.	Counterparty	Counterparty Address(es)	Agreement
1	Agriculture Victoria Services Pty Ltd	475 Mickleham Road, Attwood, VIC, Australia 3049	Commercial License Agreement dated June 1, 2016, as amended