IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.,[1]	)	Case No. 26-10989 (CTG)
Debtor.	)	**Docket Ref. No. 109**

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

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

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

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

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hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing, if any, before this Court (the "**Hearing**"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Application is granted as set forth herein.

2. The Debtor is authorized pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1 to employ and retain Cooley as lead counsel on the terms and conditions set forth in the Application, the Speckhart Declaration, the Willoughby Declaration, and the Engagement Letter, as modified by this Order, effective as of the Petition Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Notwithstanding anything contained in the Engagement Letter to the contrary, Cooley does not hold, and will not assert, a security interest, lien, or right of offset in, on, or against any property of the estate.

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

Dated: July 30th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE