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. 106**

ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF MERU, LLC AS FINANCIAL ADVISOR FOR THE DEBTOR EFFECTIVE AS OF THE PETITION DATE AND (II) GRANTING RELATED RELIEF

Upon the application (the "**Application**")[2] of the Debtor for entry of an order (this "**Order**") (a) authorizing the Debtor to retain and employ MERU as its financial advisor on the terms and conditions of the Engagement Letter, effective as of the Petition Date and (b) granting related relief; all as more fully set forth in the Application; and upon consideration of the record of this Chapter 11 Case; and upon the Campbell Declaration; and this Court having reviewed the Application and the Campbell Declaration; and this Court having jurisdiction to consider the Application and the relief requested therein 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 February 29, 2012 (Sleet, C.J.); and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; 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 it appearing that proper and adequate notice of the Application has been given and that no other or

[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.

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

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further notice is necessary; and this Court finding that MERU is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code because (a) MERU has no connection with the Debtor, any creditors, or other parties in interest, its respective attorneys and accountants, or the U.S. Trustee or any of its employees, except as set forth in the Campbell Declaration, (b) MERU is not a creditor, equity security holder, or insider of the Debtor, (c) none of MERU's members or employees are or were, within two (2) years of the Petition Date, a director, officer, or employee of the Debtor, and (d) MERU does not hold and has neither represented nor represents an interest materially adverse to the interests of the Debtor's estate or of any class of creditors or equity security holders by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor or for any other reason; and upon the record herein; and after due deliberation thereon; and this Court having determined that the relief requested in the Application is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED as set forth herein.

2. The Debtor is authorized, to retain and employ MERU as its financial advisor pursuant to Bankruptcy Code sections 105(a), 327(a), 328(a) and 1107, Bankruptcy Rule 2014(a), and Local Rule 2014-1, effective as of the Petition Date, on the terms and conditions set forth in the Engagement Letter and the Application, as modified by this Order.

3. Except as modified by this Order, the terms of the Engagement Letter, including, without limitation, the Indemnification Provisions set forth therein, are approved.

4. MERU shall file applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in Bankruptcy Code sections

330 and 331, the Bankruptcy Rules, the Local Rules, and any order of this Court establishing procedures for interim compensation and reimbursement of professionals retained in this Chapter 11 Case.

5. The terms of the Engagement Letter, as modified herein, are approved and the indemnification, contribution, and reimbursement provisions as set forth therein are approved, subject, during the pendency of this Chapter 11 Case, to the following modifications:

(a) The MERU Parties shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter, unless the indemnification, contribution, or reimbursement is approved by this Court.

(a) Notwithstanding any provision of the Engagement Letter or Application to the contrary, the Debtor shall have no obligation to indemnify the MERU Parties or provide contribution or reimbursement to the MERU Parties, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen from the MERU Parties' gross negligence, willful misconduct, bad faith, self-dealing, or fraud, (ii) for a contractual dispute in which the Debtor alleges the breach of the MERU Parties' contractual obligations unless this Court determines that indemnification, contribution, or reimbursement would be permissible under applicable law, or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) to be a claim or expense for which the MERU Parties should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter and Application as modified by this Order.

(b) If, before the earlier of (i) the entry of a final, non-appealable order confirming a chapter 11 plan in this Chapter 11 Case, and (ii) the entry of an order closing this Chapter 11 Case, the MERU Parties believe they are entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation the advancement of defense costs, the MERU Parties must file an application therefor in this Court, and the Debtor may not pay any such amounts to Indemnified Parties before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify

the period of time under which this Court shall have jurisdiction over any request for fees and expenses by the MERU Parties for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify the MERU Parties. All parties in interest shall retain the right to object to any demand by the MERU Parties for indemnification, contribution, or reimbursement.

(c) Any limitation of liability or limitation on any amounts to be contributed by the parties to the Engagement Letter under the terms of the Engagement Letter shall be eliminated.

6. Notwithstanding anything in the Engagement Letter to the contrary, MERU shall apply any remaining amount of its prepetition Retainer as a credit toward postpetition fees and expenses after such postpetition fees and expenses are approved pursuant to an order of this Court awarding fees and expenses to MERU.

7. To the extent MERU uses the services of Contractors in this Chapter 11 Case and seeks to pass through the fees and/or costs of the Contractors to the Debtor, MERU shall: (a) pass through the fees of such Contractors to the Debtor at the same rate that MERU pays the Contractors; (b) seek reimbursement for the actual costs of the Contractors only; (c) ensure that the Contractors are subject to the same conflict checks as required for MERU; and (d) file with this Court such disclosures required by the Bankruptcy Code, Bankruptcy Rules, Local Rules, order of this Court, and applicable law.

8. Entry of this Order and approval of the Application, including the conflicts provision of the Engagement Letter, is not intended to and will not alter the disinterestedness standard applicable to MERU under section 327(a) of the Bankruptcy Code.

9. MERU shall not seek reimbursement of any attorneys' fees or expenses for defending any of its fee applications in this Chapter 11 Case.

10. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this order.

11. To the extent that there may be any inconsistency between. the terms of the Application, the Campbell Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation and enforcement of the terms of this Order.

Dated: July 30th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE