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. 115**

ORDER (I) AUTHORIZING THE EMPLOYMENT AND COMPENSATION OF PROFESSIONALS UTILIZED IN THE ORDINARY COURSE OF BUSINESS AND (II) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the Debtor for entry of an order (this "**Order**") pursuant to sections 105(a), 327, 328, and 330 of the Bankruptcy Code, Rule 2014 of the Bankruptcy Rules, and Rule 2014-1 of the Local Rules, authorizing, but not directing, the Debtor to (i) retain the Ordinary Course Professionals, without the submission of separate retention applications and the issuance of separate retention orders for each professional, and (ii) compensate and reimburse the Ordinary Course Professionals without the submission of individual fee applications, in accordance with the procedures proposed 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 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 under the circumstances and in

[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 herein and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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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 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 to the extent set forth herein.

2. The Debtor is authorized, but not directed, to retain, compensate, and reimburse Ordinary Course Professionals in accordance with the following procedures (the "**OCP Procedures**"):

a. Within thirty (30) calendar days of the later of (i) the entry of an order granting this Motion and (ii) the date on which the Ordinary Course Professional commences services, each Ordinary Course Professional on the OCP List attached as **Exhibit 1** and **Exhibit 2** to the Proposed Order will provide to the Debtor and its counsel a declaration (each, an "**OCP Declaration**"), substantially in the form attached to the Proposed Order as **Exhibit 3**.

b. If the Debtor seeks to retain an additional Ordinary Course Professional not already listed on the OCP List, the Debtor will file with the Court a supplement to the OCP List (the "**OCP List Supplement**"), providing the name, address, and type of service of the additional Ordinary Course Professional. Within thirty (30) calendar days of the later of (i) the filing of the OCP List Supplement and (ii) the date on which the additional Ordinary Course Professional commences services, the additional Ordinary Course Professional will provide to the Debtor and its counsel an OCP Declaration, substantially in the form attached to the Proposed Order as **Exhibit 3**.

c. Upon receipt of an OCP Declaration, the Debtor will file the same with the Court and serve a copy on: (i) the U.S. Trustee, 844 King Street, Suite 2207, Wilmington, DE 19801 (Attn: Linda J. Casey (linda.casey@usdoj.gov)); (ii) counsel to the Replacement DIP

Lender, (a) KTBS Law LLP, 1801 Century Park East, 26th Floor, Los Angeles, CA 90067, Attn: Nir Maoz (nmaoz@ktbslaw.com) and N. Tanner Frei (tfrei@ktbslaw.com) and (b) Young Conaway Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Robert F. Poppiti, Jr. (rpoppiti@ycst.com); and (iii) 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) (collectively, the "**OCP Notice Parties**").

d. The OCP Notice Parties will have fourteen (14) days following the date of service of an OCP Declaration to file with the Court and notify the Debtor's counsel, in writing, of any objection to the retention of an Ordinary Course Professional based on the contents of the OCP Declaration (the "**Objection Deadline**").

e. If no objection is filed before the Objection Deadline, or if any objection submitted is timely withdrawn or resolved, the Debtor will be authorized to retain and employ the Ordinary Course Professional as a final matter without further order of the Court, effective as of the latest of (i) the Petition Date, (ii) if applicable, the date of the filing of the OCP List Supplement, or (iii) the date of engagement.

f. If an objection is filed with the Court and served by the Objection Deadline, and such objection cannot be resolved within twenty-one (21) days after the Objection Deadline, the matter will be scheduled for hearing before the Court on the next regularly scheduled hearing date or such other date that may be agreeable to the Ordinary Course Professional, the Debtor, and the objecting party.

g. No Ordinary Course Professional may be paid any amount for post-petition fees or expenses until such Ordinary Course Professional has been retained in accordance with the OCP Procedures.

h. After the Debtor retains an Ordinary Course Professional in accordance with the OCP Procedures, the Debtor may pay such Ordinary Course Professional 100% of the post-petition fees and expenses incurred (collectively, "**Compensation**") upon submission to, and approval by, the Debtor, of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses actually incurred (without prejudice to the Debtor's right to dispute any such invoices); *provided, however*, that

the Debtor may not pay Compensation to any single Ordinary Course Professional (i) set forth on **Exhibit 1** to the Proposed Order to in any amount in excess of $25,000.00 per month over a rolling three-month period (the "**Tier 1 OCP Cap Amount**") and (ii) set forth on **Exhibit 2** to Proposed Order in any amount in excess of $50,000.00 on average over any three-month period on a rolling basis (the "**Tier 2 OCP Cap**" and together with the Tier 1 OCP Cap, the "**OCP Cap**").

i. To the extent an Ordinary Course Professional incurs Compensation in an amount that exceeds the OCP Cap (the full amount being the "**Excess Compensation**"), (i) the Debtor may pay such Excess Compensation upon agreement by the OCP Notice Parties, such agreement to be evidenced by the filing of a notice of increased cap amount, which will be deemed approved upon the filing of such notice, without further action by the Court, or (ii) absent such agreement, the Ordinary Course Professional may file a fee application (a "**Fee Application**") in accordance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, the Local Rules, the *Guidelines for Reviewing Applications for Compensation filed under 11 U.S.C. § 330*, and any other procedures and orders of the Court in this Chapter 11 Case. Each Fee Application shall be served upon the OCP Notice Parties. The OCP Notice Parties shall then have twenty-one (21) days to object to the Fee Application. If no objection is timely filed, the fees and expenses requested in the Fee Application shall be deemed approved without further order of the Court, and the Ordinary Course Professional may be paid 100% of its fees and 100% of its expenses.

j. An attorney OCP who exceeds the OCP Cap shall (i) apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Case in compliance with sections 330 and 331 of the Bankruptcy Code and the applicable provisions of the Bankruptcy Rules, Local Rules, and any other applicable procedures and orders of the Court and (ii) intend to make a reasonable effort to comply with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases Effective as of November 1, 2013.*

k. At three (3) month intervals (each, a "**Quarter**") during the pendency of this Chapter 11 Case, the Debtor shall file with the Court and serve on the OCP Notice Parties, no later than thirty (30) days after the end of such Quarter (the first end of the Quarter occurring September 30, 2026), a statement that shall include the following information for each Ordinary Course Professional:

(i) the name of the Ordinary Course Professional; (ii) the amounts paid as compensation for services rendered and reimbursement of expenses incurred by the Ordinary Course Professional during the reported Quarter broken down by month; and (iii) the cumulative amounts paid as compensation for services rendered and reimbursement of expenses incurred by the Ordinary Course Professional from the Petition Date through the end of the reported Quarter.

3. Any payment made pursuant to this Order is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtor's rights to subsequently dispute such claim, and any such payment is not intended and should not be construed as an assumption of any executory contract or obligation of the Debtor.

4. The Debtor is authorized and empowered to execute and deliver such documents and to take and perform all actions necessary to implement and effectuate the relief granted in this Order.

5. Notwithstanding anything in the Bankruptcy Rules to the contrary, this Order is immediately effective and enforceable upon its entry.

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

Dated: July 30th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Ordinary Course Professionals Subject to Tier 1 OCP Cap Amount

Ordinary Course Professional	Type of Service
Daijogo & Pedersen, LLP	Labor & Employment Legal Services
Farella Braun + Martell LLP	General/Full Service Legal Services
Foley & Lardner LLP	IP Legal Services
Fragomen Delray Bernsen & Loewy LLP	Immigration Legal Services
Kilpatrick, Townsend & Stockton	IP Legal Services
Leason Ellis	IP Legal Services
Rothwell, Figg, Ernst & Manbeck, PC	IP Legal Services
Seyfarth Shaw LLP	Labor & Employment Legal Services
Sterne, Kessler, Goldstein & Fox P.L.L.C.	IP Legal Services
TransPerfect Translations International, Inc.	National Phase Filings

EXHIBIT 2

Ordinary Course Professionals Subject to Tier 2 OCP Cap Amount

Ordinary Course Professional	Type of Service
Computer Packages, Inc.	IP Maintenance and IP Fee Management
Snell & Wilmer L.L.P.	IP Legal Services

EXHIBIT 3

OCP Declaration

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. __ & __**

DECLARATION IN SUPPORT OF EMPLOYMENT OF [NAME]
AS [A] PROFESSIONAL UTILIZED IN ORDINARY COURSE OF BUSINESS

I, [name], pursuant to 28 U.S.C. § 1746, hereby declare that the following is true to the best of my knowledge, information, and belief.

1. I am [position] of [Firm], located at [Street, City, State ZIP Code or local equivalent full address] (the "**Firm**"), which has been employed by Sangamo Therapeutics, Inc. (the "**Debtor**") in the above-captioned Chapter 11 case (the "**Chapter 11 Case**"), in the ordinary course of the Debtor's business. The Debtor wishes to retain the Firm to continue providing ordinary course services during the Chapter 11 Case, and the Firm has consented to provide such services. This Declaration is submitted in compliance with the *Order (I) Authorizing Employment and Compensation of Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief* (the "**Ordinary Course Professionals Order**"). I have reviewed the Ordinary Course Professionals Order, and I understand the limitations on compensation and reimbursement under such order.

2. On [●], the Debtor retained the Firm to provide [legal/accounting/etc.] services (the "**Services**"). The Services include the following: [placeholder for description of services].

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3. The Firm may have performed services in the past, may currently perform services, and may perform services in the future in matters unrelated to the Debtor or to the Chapter 11 Case for persons that are parties in interest in the Chapter 11 Case. The Firm does not perform services for any such person in connection with the Debtor or the Chapter 11 Case, or have any relationship with any such person, their attorneys, or their accountants that would be adverse to the Debtor or its estate.

4. Neither I nor any principal, partner, director, or officer of, or professional employed by the Firm has agreed to share or will share any portion of the compensation to be received from the Debtor with any other person other than the principal and regular employees of the Firm.

5. [For non-legal services firms only] Neither I nor any principal, partner, director, or officer of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or its estate. [For legal services firms only] Neither I nor any principal, partner, director, or officer of, or professional employed by, the Firm, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or its estate with respect to the matter(s) upon which the Firm is to be employed.

6. [For all firms other than legal services firms that represented the Debtor pre-petition] The Firm is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code. [For legal services firms that represented the Debtor prepetition] The Firm is not an equity holder or insider of the Debtor and is not and was not, within 2 years before the Petition Date (as defined below), a director, officer, or employee of the Debtor.

7. The Firm intends to bill the Debtor for professional services rendered in connection with the Chapter 11 Case, in accordance with the Ordinary Course Professionals Order, with such bill to include compensation for services based on the hourly rates set forth below, plus

reimbursement of actual and necessary expenses and other charges incurred by the Firm. The principal [attorneys and paralegals/other professionals] / [employees] designated to represent the Debtor and their current standard rates are: [placeholder for rates].

8. The rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Such rates are the Firm's standard rates for work of this nature. The rates are set at a level designed to fairly compensate the Firm for the work of its [attorneys and paralegals/other professionals] / [employees] and to cover fixed and routine overhead expenses.

9. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, [placeholder for description of expenses] and, in general, all identifiable expenses that would not have been incurred except for representation of a particular client. The Firm will charge the Debtor for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients and consistent with the expenses allowed under the Local Rules.

10. The Firm [does/does not], in the ordinary course of business, maintain time records in tenth-of-an-hour increments.

11. No representations or promises have been received by the Firm, nor by any principal, partner, director, officer, or professional thereof, as to compensation in connection with the Chapter 11 Case other than in accordance with the provisions of the Bankruptcy Code. The Firm has no agreement with any other entity to share with such entity any compensation received by the Firm in connection with the Chapter 11 Case.

12. As of June 23, 2026 (the "**Petition Date**"), the Debtor owed the Firm $[●] for fees and expenses incurred for pre-petition services. [For non-legal services firms only, add: The Firm has agreed to waive all unpaid amounts for pre-petition services.]

13. As of the Petition Date, the Firm held a pre-petition retainer of $[●].

14. As of the Petition Date, the Firm [was/was not] party to an agreement for indemnification with the Debtor. [A copy of that indemnification agreement is attached hereto.]

15. The Firm obtained a list of potentially interested parties from counsel to the Debtor, which includes the Debtor, its significant creditors and potential parties in interest, and certain professionals employed in this Chapter 11 Case (the "**Potential Parties in Interest**"), which is attached hereto as **Exhibit A**, and undertook a search for any connections between the Firm and Potential Parties in Interest. Pursuant to Bankruptcy Rule 2014, the Firm hereby confirms that, to the best of its knowledge and belief, and except as may be set forth on an exhibit attached hereto, the Firm does not have any connection with the Debtor and Potential Parties in Interest.

16. The Firm is conducting further inquiries regarding its retention by any creditors of the Debtor, and upon conclusion of such inquiries, or at any time during the period of its employment, if the Firm should discover any facts bearing on the matters described herein, the Firm will supplement the information contained in this Declaration.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: _____

_____
Name:
Title:
Firm:
Address:
Telephone:
Email:

Exhibit A

Potential Parties in Interest