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. 107**

ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF RAYMOND JAMES & ASSOCIATES, INC. AS INVESTMENT BANKER FOR THE DEBTOR AND DEBTOR IN POSSESSION PURSUANT TO 11 U.S.C. §§ 327(A) AND 328(A), EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN TIME-KEEPING REQUIREMENTS AND (III) GRANTING RELATED RELIEF

Upon the application (the "**Application**") of the debtor and debtor in possession (collectively, the "**Debtor**") in the above-captioned chapter 11 case for entry of an order (this "**Order**") appointing Raymond James as investment banker, as more fully set forth in the Application; and upon consideration of the Richards Declaration and the First Day Declaration; and this Court having jurisdiction to consider the Application 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 as of February 29, 2012; and venue of the Chapter 11 Case and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court finding that the terms and conditions of Raymond James's employment, including, but not limited to, the Fee Structure and Indemnification Provisions set forth in the Engagement Letter and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and this

[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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Court finding that Raymond James does not hold or represent interests materially adverse to the Debtor's estate and is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code; and it appearing that the employment of Raymond James is in the best interests of the Debtor and its estate and creditors; and this Court having found that the Debtor's notice of the Application and opportunity for a 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 any statements in support of the relief requested therein at any hearing 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 sections 327(a) and 328(a) of the Bankruptcy Code to employ and retain Raymond James as its investment banker in accordance with the terms and conditions set forth in the Application and the Engagement Letter, subject to the terms of this Order.

3. The Engagement Letter is approved pursuant to section 328(a) of the Bankruptcy Code and Raymond James shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the time specified in, the Engagement Letter, as modified by this Order. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any guidelines established by the United States Trustee for the District of Delaware (the "**U.S. Trustee**") regarding submission and approval of fee applications, Raymond James shall be

excused from: (a) the requirement to maintain or provide detailed time records for services rendered postpetition in accordance with Bankruptcy Rule 2016(a) and Local Rule 2016-2, and (b) providing or conforming to any schedule of hourly rates. Instead, notwithstanding that Raymond James does not charge for its services on an hourly basis, Raymond James will maintain time records in half-hour (0.5) increments, setting forth, in a summary format, a description of the services rendered and the professional rendering such services on behalf of the Debtor.

4. Notwithstanding anything to the contrary contained in the Application or the Engagement Letter, no amounts shall be paid to Raymond James absent an order of this Court approving an interim or final fee application seeking approval of the payment of its fees and expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court, except that the Debtor is authorized to pay the monthly Advisory Fee to Raymond James each month when required under the Engagement Letter without a prior fee application; *provided, however,* that the Debtor shall cause to be paid as a cost of a Transaction, and not solely out of proceeds thereof, and placed in escrow for the sole benefit of Raymond James at the time of consummation of any Transaction(s), the amount(s) of the Transaction Fee(s) and Raymond James' expenses pending the filing of and the Court's approval of any Raymond James fee application (other than as to monthly Advisory Fees, which shall be paid prior to Court approval), and upon approval of any such Raymond James fee application by the Bankruptcy Court, Raymond James shall be paid and/or may apply the amount(s) from the funds held in the escrow as and when awarded by the court.

5. Notwithstanding paragraphs 2 through 4 of this Order and any provision to the contrary in the Application or the Engagement Letter, the U.S. Trustee shall have the right to

object to Raymond James's request for compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code and not section 328(a) of the Bankruptcy Code; provided that reasonableness for this purpose shall include, among other things, an evaluation by comparing the fees payable in these chapter 11 cases to the fees paid to other investment banking firms for comparable services in other chapter 11 cases and outside of chapter 11 cases, and shall not be evaluated solely on the basis of time committed or the length of these chapter 11 cases. Notwithstanding entry of this Order, nothing contained herein shall prevent the U.S. Trustee from objecting to any fee application filed by Raymond James on grounds that Raymond James should not be entitled to two Financing Fees: one for the initial DIP financing and a second for the replacement DIP financing[2]. Any such objection may be considered by this Court as if it was being raised in connection with the Application.

6. Notwithstanding anything in the Application or the engagement letter to the contrary, Raymond James shall have whatever duties applicable law imposes upon Professional in connection with the services authorized under this Order.

7. Raymond James will supplement the Richards Declaration in the event that Raymond James determines that a Raymond James professional working on this matter holds stock in any actual bidder for assets.

8. The Indemnification Provisions set forth in the Engagement Letter are approved, subject during the pendency of this Chapter 11 Case to the following:

a) Subject to the provisions of subparagraphs (b) and (c) below, the Debtor is authorized to indemnify, contribute, or reimburse, and shall indemnify, contribute, or reimburse Raymond James for any claims arising from, related to, or in connection with services

[2] As referenced in *Debtor's Motion for Entry of Interim and Final Orders (A) Authorizing the Debtor to Obtain Replacement Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status (C) Modifying Automatic Stay, (D) Scheduling Final Hearing, and (E) Granting Related Relief* [Docket No. 161].

to be provided by Raymond James as specified in the Application, but not for any claim arising from, related to, or in connection with Raymond James's postpetition performance of any other services other than those in connection with the engagement, unless such postpetition services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

b) Notwithstanding anything to the contrary in the Engagement Letter, the Debtor shall have no obligation to indemnify Raymond James, or provide contribution or reimbursement to Raymond James, for any claim or expense that is either: (i) judicially determined (the determination having become final and non-appealable) to have arisen from Raymond James's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing; (ii) for a contractual dispute in which the Debtor alleges the breach of Raymond James's 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) below, to be a claim or expense for which Raymond James should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter as modified by this Order; and

c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this Chapter 11 Case, Raymond James believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Engagement Letter (as modified by this Order), including, without limitation, the advancement of defense costs, Raymond James must file an application in this Court, and the Debtor may not pay any such amounts to Raymond James 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 Raymond James for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Raymond James. All parties in interest shall retain the right to object to any demand by Raymond James for indemnification, contribution, or reimbursement.

d) Notwithstanding any provision in the Engagement Letter to the contrary, the contribution obligations of the Raymond James Parties shall not be limited to 50% of the aggregate amount of fees actually received by Raymond James from the Debtor. No limitation of liability provision set forth in the Engagement Letter shall have any force during this Chapter 11 case as to any service provided pursuant to this Order.

9. In the event that during the pendency of this Chapter 11 Case, Raymond James requests reimbursement for any attorneys' fees or expenses, the invoices and supporting time records from such attorneys shall be included in Raymond James's fee applications, and such

invoices and time records shall be paid in compliance with the Local Rules, the guidelines of the U.S. Trustee, and standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Raymond James shall be reimbursed for legal fees incurred in connection with this Chapter 11 Case only to the extent permitted under applicable law and the decisions of this Court.

10. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

11. In the event of any inconsistency between the Engagement Letter, the Application, and this Order, this Order shall govern.

12. The Debtor is authorized and empowered to take all actions necessary to implement the relief granted in this Order in accordance with the Application.

13. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order, and during the pendency of this Chapter 11 Case, shall retain exclusive jurisdiction with respect to any proceedings arising from or related to the Engagement Letter.

Dated: August 10th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE