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. 13 & 122**

NOTICE OF (I) (A) CONCLUSION OF AUCTION FOR CERTAIN OF THE DEBTOR'S ASSETS, (B) DESIGNATION OF SUCCESSFUL BIDDERS AND BACKUP BIDDERS FOR SUCH ASSETS, AND (C) SALE HEARING FOR SUCH ASSETS, AND (II) ADJOURNMENT OF AUCTION FOR REMAINING ASSETS AND PLAN SPONSOR ALTERNATIVE BIDS

PLEASE TAKE NOTICE that, on June 23, 2026, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned chapter 11 case, filed with the United States Bankruptcy Court for the District of Delaware (the "**Court**") a motion [Docket No. 13] (the "**Bidding Procedures Motion**") seeking, among other things, entry of an order (the "**Bidding Procedures Order**") approving 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**").

PLEASE TAKE FURTHER NOTICE that, on July 14, 2026, the Court entered the Bidding Procedures Order [Docket No. 122], which, among other things, (i) approved the Bidding Procedures in the form attached to the Bidding Procedures Order as Exhibit 1, (ii) authorized the Debtor to enter into and perform under the Merope Stalking Horse APA (substantially in the form attached to the Bidding Procedures 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) for the sale of certain of the Assets as described therein (the "**Merope Assets**"), (iii) authorized the Debtor to enter into and perform under the Astellas Stalking Horse APA (substantially in the form attached to the Bidding Procedures Motion as Exhibit C-1), by and between the Debtor and Astellas Gene Therapies, Inc. (the "**Astellas Stalking Horse Bidder**") for the sale of certain of the Assets as described therein (the "**Fabry Assets**"),[3] (iv) authorized the Debtor to designate one or more additional stalking horse bidders for the Debtor's assets that are not subject to the Merope Stalking Horse APA or the Astellas Stalking Horse APA; (v) approved procedures for the assumption and assignment, or the Debtor's rejection, of executory contracts

[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 have the meanings given to them in the Bidding Procedures or the Bidding Procedures Order, as applicable.

[3] The Fabry Assets were defined as the "Astellas Assets" in the Bidding Procedures.

2610989260812000000000008

and unexpired leases; and (vi) scheduled an auction for the Assets (the "**Auction**") and a final hearing to consider approval of the Sale(s) (the "**Sale Hearing**").

PLEASE TAKE FURTHER NOTICE that the Debtor did not receive Qualified Bids for the Merope Assets other than the stalking horse bid from the Merope Stalking Horse Bidder, but did receive certain Qualified Bids for the Fabry Assets in addition to the stalking horse bid from the Astellas Stalking Horse Bidder. The Debtor also received Qualified Bids for various subsets of Assets that were not Merope Assets or Fabry Assets, including a Qualified Bid that contemplates a Plan Sponsor Alternative from Future Solution Investments, LLC ("**FSI**").

PLEASE TAKE FURTHER NOTICE that, on August 10, 2026, the Debtor commenced the Auction for certain of the Assets in accordance with the Bidding Procedures. At the conclusion of the Auction on August 11, 2026, the Debtor designated the following parties as the Successful Bidders and Backup Bidders, if any, for the Merope Assets, the Fabry Assets, the Equipment Lot 1 Assets[4] and the Equipment Lot 2 Assets.[5]

Assets	Successful Bidder	Backup Bidder
Merope Assets	Merope Stalking Horse Bidder	None
Fabry Assets	PTC Therapeutics, Inc.	TerSera Therapeutics, Inc.
Equipment Lot 1	FSI	Heritage Global Partners, Inc.
Equipment Lot 2	Surplus Solutions, LLC	Heritage Global Partners, Inc.

PLEASE TAKE FURTHER NOTICE that, prior to the conclusion of the Auction, the Debtor, in consultation with the Official Committee of Unsecured Creditors, the Official Committee of Equity Security Holders, and the Replacement DIP Lender (as defined in Docket No. 161), continued the Auction and extended the Bid Deadline (including with respect to Plan Sponsor Alternative Bids) solely with respect to the Assets that are not Merope Assets, Fabry Assets, Equipment Lot 1 Assets or Equipment Lot 2 Assets (the "**Remaining Assets**") to dates to be determined.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, the deadline to object to (i) the conduct of the Auction and (ii) the proposed Sales of the Equipment

[4] Equipment Lot 1 is comprised of nine pieces of laboratory equipment as described on the record during the Auction and as will be set forth in detail in a form of asset purchase agreement for the Equipment Lot 1 Assets (the "**Equipment Lot 1 Assets**"), which purchase agreement will be filed prior to the Sale Hearing with a proposed form of sale order for the Equipment Lot 1 Assets (the "**Equipment Lot 1 Sale Order**").

[5] Equipment Lot 2 is comprised of certain other laboratory equipment, office furniture, small laboratory items, and supplies located at the Debtor's Brisbane and Richmond facilities, as described on the record during the Auction and as will be set forth in detail in a form of asset purchase agreement for the Equipment Lot 2 Assets (the "**Equipment Lot 2 Assets**"), which purchase agreement will be filed prior to the Sale Hearing with a proposed form of sale order for the Equipment Lot 2 Assets (the "**Equipment Lot 2 Sale Order**").

Lot 1 Assets to FSI and the Equipment Lot 2 Assets to Surplus Solutions, LLC is **August 14, 2026 at 4:00 p.m. (Eastern Time)** (the "**Supplemental Sale Objection Deadline**").[6] For the avoidance of doubt, the Supplemental Sale Objection Deadline does not apply to the proposed Sales of the Fabry Assets or the Remaining Assets.

PLEASE TAKE FURTHER NOTICE that the Sale Hearing with respect to the Sale of the Fabry Assets to PTC Therapeutics, Inc. is **adjourned to a date to be determined.** The Sale Hearing with respect to the Sales of the Merope Assets, Equipment Lot 1 Assets and Equipment Lot 2 Assets, and entry of the Merope Successful Bidder Sale Order, the Equipment Lot 1 Sale Order, and the Equipment Lot 2 Sale Order will commence on **August 20, 2026 at 10:00 a.m. (Eastern Time)** before the Honorable Craig T. Goldblatt, at the Court, 824 North Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801. Subject to the terms of the Bidding Procedures, the Sale Hearings may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

PLEASE TAKE FURTHER NOTICE THAT the following documents are attached hereto:

Exhibit	Document
A	Merope Stalking Horse APA[7]
B-1	Merope Successful Bidder Sale Order
B-2	Redline comparison of the Merope Successful Bidder Sale Order marked against the Merope Stalking Horse Sale Order[8]

PLEASE TAKE FURTHER NOTICE that forms of purchase agreements and proposed sale orders for the Equipment Lot 1 Assets, Equipment Lot 2 Assets, and Fabry Assets will be filed under separate notice prior to the applicable Sale Hearing for such assets.

PLEASE TAKE FURTHER NOTICE that, copies of the Bidding Procedures Motion, the Bidding Procedures Order and the Bidding Procedures may be obtained free of charge by visiting the Verita Website https://www.veritaglobal.net/sangamotherapeutics.

---

[6] For the avoidance of doubt, the Sales of the Equipment Lot 1 Assets to FSI and the Equipment Lot 2 Assets to Surplus Solutions, LLC do not involve the assumption and assignment of any Contracts.

[7] The Merope Stalking Horse APA was attached to the Bidding Procedures Motion as Exhibit B-1 and has not been changed.

[8] A Merope Stalking Horse Sale Order was attached to the Bidding Procedures Motion as Exhibit B-2.

Dated: August 12, 2026
Wilmington, Delaware

/s/ Brendan J. Schlauch

Daniel J. DeFranceschi (No. 2732)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Emails: defranceschi@rlf.com
steele@rlf.com
schlauch@rlf.com
and

Cullen D. Speckhart
Lauren A. Reichardt
Miriam Peguero Medrano
COOLEY LLP
55 Hudson Yards
New York, NY 10001-2157
Telephone: (212) 479-6000
Emails: cspeckhart@cooley.com
lreichardt@cooley.com
mpegueromedrano@cooley.com
and

Robert L. Eisenbach III
COOLEY LLP
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
Telephone: (415) 693-2000
Email: reisenbach@cooley.com

Counsel for the Debtor and Debtor in Possession

Exhibit A

Merope Stalking Horse APA

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

SANGAMO THERAPEUTICS, INC.,

MEROPE ACQUISITION SUB, LLC,

ELI LILLY AND COMPANY,
solely for purposes of Section 10.21, as the Guarantor
and

SANGAMO THERAPEUTICS UK LTD.,
SANGAMO THERAPEUTICS FRANCE SAS
and
CEREGENE, INC.,
solely for purposes of Section 10.22, as the Seller Subsidiaries

dated as of
June 22, 2026

TABLE OF CONTENTS

ARTICLE I DEFINITIONS AND USAGE 1
Section 1.1 Definitions 1
Section 1.2 Usage 16
ARTICLE II SALE AND PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES 16
Section 2.1 Sale and Purchase of Assets 16
Section 2.2 Assumed Liabilities; Retained Liabilities 18
Section 2.3 Consent of Third Parties; Further Conveyances and Assumptions 20
Section 2.4 Closing 21
Section 2.5 Purchase Price, Assumption of Assumed Liabilities 21
Section 2.6 Deliveries and Proceedings at Closing 21
Section 2.7 Allocation of Consideration 22
Section 2.8 Withholding 23
Section 2.9 Designation of Acquired Contracts 23
Section 2.10 Contract Cures 23
Section 2.11 Previously Omitted Contracts 24
Section 2.12 Designated Purchaser 25
ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER 25
Section 3.1 Organization and Good Standing 25
Section 3.2 Power and Authority 25
Section 3.3 No Conflict; No Violation of Laws 26
Section 3.4 Sufficiency of Assets; Ownership of Assets 26
Section 3.5 Real Property 26
Section 3.6 Contracts; Permits; Prepaid Expenses 27
Section 3.7 Litigation 28
Section 3.8 Absence of Changes or Events 29
Section 3.9 Compliance with Laws; Regulatory Compliance 29
Section 3.10 Employee Matters 31
Section 3.11 Benefit Plans 32
Section 3.12 Taxes 33
Section 3.13 Intellectual Property 33
Section 3.14 No Broker's or Finder's Fees 36
Section 3.15 No Inducement or Reliance 36
Section 3.16 Disclaimer 36

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER 37
Section 4.1 Organization and Good Standing 37
Section 4.2 Power and Authority 37
Section 4.3 No Conflict; No Violation of Laws 37
Section 4.4 Litigation 38
Section 4.5 No Broker's or Finder's Fees 38
Section 4.6 No Inducement 38
Section 4.7 Disclaimer 38
ARTICLE V COVENANTS PRIOR TO CLOSING 38
Section 5.1 Conduct of Business 38
Section 5.2 Access to Information 41
Section 5.3 Satisfaction of Conditions Precedent 41
Section 5.4 Further Assurances; Consents of Third Parties; Governmental Approvals 41
Section 5.5 Regulatory Filings and Cooperation; Filing Fees 42
Section 5.6 Outbound License Agreements 42
Section 5.7 Intellectual Property Matters 43
ARTICLE VI CONDITIONS PRECEDENT TO THE CLOSING 43
Section 6.1 Conditions to Obligations of Buyer 43
Section 6.2 Conditions to Obligations of Seller and Seller Subsidiaries 45
ARTICLE VII OTHER COVENANTS AND AGREEMENTS 45
Section 7.1 Omitted Assets; Wrong Pockets 45
Section 7.2 Intellectual Property and Technology Matters 46
Section 7.3 Publicity 47
Section 7.4 Employment Matters 48
Section 7.5 Tax Matters 50
Section 7.6 Bankruptcy Matters 50
ARTICLE VIII NONSURVIVAL 53
Section 8.1 Nonsurvival of Representations and Warranties 53
ARTICLE IX TERMINATION 53
Section 9.1 Termination Events 53
Section 9.2 Effects of Termination 56
ARTICLE X GENERAL PROVISIONS 57
Section 10.1 Expenses 57
Section 10.2 Notices 57

Section 10.3 Waiver 58
Section 10.4 Confidentiality Obligations 58
Section 10.5 Entire Agreement and Amendments 59
Section 10.6 Assignments, Successors, and No Third-Party Rights 59
Section 10.7 Severability 60
Section 10.8 Section Headings 60
Section 10.9 Governing Law 60
Section 10.10 Waiver of Jury Trial 60
Section 10.11 Submission to Jurisdiction 61
Section 10.12 Specific Performance 61
Section 10.13 Releases 62
Section 10.14 Backup Bidder 63
Section 10.15 No Deposit 63
Section 10.16 Disclosure Schedule 63
Section 10.17 Remedies 64
Section 10.18 Reliance on Counsel and Other Advisors 64
Section 10.19 Legal Representation of the Parties 64
Section 10.20 Counterparts and Delivery 64
Section 10.21 Guaranty 64
Section 10.22 Seller Subsidiaries 66

Exhibits

Exhibit A – Certain Retained Assets

Exhibit B – Bill of Sale

Exhibit C – IP Assignment Agreement

Exhibit D – Assignment and Assumption Agreement

Exhibit E – Form of Bidding Procedures Order

Exhibit F – Bidding Procedures

Exhibit G – Form of Sale Order

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated as of June 22, 2026 (this "**Agreement**"), is made by and among (i) Sangamo Therapeutics, Inc., a Delaware corporation ("**Seller**"), (ii) Merope Acquisition Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of Guarantor ("**Buyer**"), (iii) solely for purposes of Section 10.21, Eli Lilly and Company, an Indiana corporation ("**Guarantor**"), and (iv) solely for purposes of Section 10.22, Sangamo Therapeutics UK Ltd., a United Kingdom private company, Sangamo Therapeutics France SAS, a French simplified joint-stock company, and Ceregene, Inc., a Delaware corporation (each a "**Seller Subsidiary**" and together, the "**Seller Subsidiaries**").

RECITALS

WHEREAS, Seller intends to file a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (as each term is defined below), commencing the Bankruptcy Case (as defined below), no later than one (1) day after the date of this Agreement, and following such filing, Seller will operate its business and manage its properties as a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, Seller intends to seek approval of bidding procedures from the Bankruptcy Court for the sale of the Acquired Assets pursuant to Sections 101, 363 and 365 of the Bankruptcy Code, and Buyer has agreed to act as the "stalking horse" bidder for the Acquired Assets on the terms and conditions set forth in this Agreement, subject to higher or otherwise better offers in accordance with the Bidding Procedures Order (as defined below);

WHEREAS, the parties acknowledge and agree that the purchase by Buyer of the Acquired Assets and the assumption by Buyer of the Assumed Liabilities are being made at arm's length and in good faith and without intent to hinder, delay or defraud creditors of Seller or its Affiliates; and

WHEREAS, Seller desires to sell, transfer, assign and convey to Buyer, and Buyer shall purchase, acquire and assume from Seller, all of the Acquired Assets and the Assumed Liabilities (each as defined below) in connection with the Acquired Technology (as defined below) pursuant to the terms and conditions set forth in this Agreement free and clear of all Liens (other than Permitted Liens) pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, subject to the entry of the Sale Order (as defined below) by the Bankruptcy Court.

NOW, **THEREFORE**, in consideration of the mutual covenants and promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I
DEFINITIONS AND USAGE

Section 1.1 Definitions.

For purposes of this Agreement, the following capitalized terms and variations thereof have the meanings specified or referred to in this Section 1.1:

"**365(n)(2)(B) Payments**" means all amounts owed to Seller by any Outbound Licensee or any other licensee of intellectual property under or contemplated by Section 365(n)(2)(B) of the Bankruptcy Code, including, for the avoidance of doubt, any milestone, royalty or similar payments owed by any Outbound Licensee under any Outbound License Agreement.

"**Accountant**" has the meaning set forth in Section 2.7.

"**Acquired Assets**" has the meaning set forth in Section 2.1.

"**Acquired Avoidance Actions**" has the meaning set forth in Section 2.1(n).

"**Acquired Contracts**" has the meaning set forth in Section 2.1(a).

"**Acquired Intellectual Property**" means any Intellectual Property that is: (a) owned or purported to be owned by Seller or any of its Affiliates; and (b) related to, held for use in or used in connection with any Acquired Technology or the Prion Program, including all of the Intellectual Property set forth on Schedule 2.1(c). For clarity, Acquired Intellectual Property does not include the Intellectual Property set forth on Exhibit A.

"**Acquired Technology**" means, individually or collectively, (a) all of Seller's proprietary capsids and capsid variants, including STAC-150, STAC-BBB and any STAC-BBB capsid variants, the capsids described in PCT/US2024/029507, and any receptor-targeted "next generation" capsids and capsid variants, and all technology relating to any of the foregoing, including compositions, formulations, manufacturing technology, assays and cell lines; (b) all of Seller's proprietary capsid receptors, including CBLN1, and all technology relating to any of the foregoing, including compositions, formulations, manufacturing technology, assays and cell lines; (c) all of Seller's proprietary molecules or technology that facilitates or enhances delivery or transduction of any capsid described in the foregoing clause (a) via receptor-mediated or other cellular interaction; (d) Seller's proprietary capsid engineering platform known as SIFTER (Selecting In vivo For Transduction and Expression of RNA); (e) Seller's proprietary modular integrase (MINT) platform; (f) Seller's proprietary zinc finger platform; and (g) all of Seller's proprietary zinc finger protein transcription factors for the treatment of prion disease.

"**Affiliate**" means with respect to any Person, any other Person who, at the relevant time (whether as of the date of this Agreement or thereafter), directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. As used in this definition of Affiliate, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the ability to elect the members of the board of directors or other governing body of such Person, and the terms "controlled" and "controlling" have meanings correlative thereto.

"**Affiliated Group**" means any affiliated group within the meaning of Section 1504 of the Code or any comparable or analogous group under applicable Law.

"**Agreement**" has the meaning set forth in the Preamble.

"**Agrisoma Agreement**" means that certain Research and Commercial License Agreement, dated February 1, 2014, by and between Seller (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agrisoma Biosciences, Inc., in the form as provided by Seller to Buyer as of the date hereof.

"**Alexion Agreement**" means that certain Research Collaboration and License Agreement, dated December 28, 2017, by and between Seller and Alexion Pharmaceuticals, Inc. (as successor-in-interest to Pfizer, Inc.), as amended, in the form as provided by Seller to Buyer as of the date hereof.

"**Alternative Transaction**" means (a) any sale or other disposition of any of the Acquired Assets to a Person other than Buyer (or any Affiliate of Buyer) or (b) any plan of reorganization, plan of liquidation, restructuring, recapitalization, dissolution, winding up or similar transaction involving Seller (whether under chapter 11 or chapter 7 of the Bankruptcy Code or otherwise) pursuant to which any of the Acquired Assets are retained by Seller or transferred, directly or indirectly, to any Person other than Buyer (or any Affiliate of Buyer), in each case whether in one transaction or a series of transactions; provided, however, that "Alternative Transaction" shall not include any (i) disposition of obsolete assets with an aggregate fair market value not exceeding $5,000, or (ii) sale or other disposition that is consented to by Buyer in writing.

"**Asset Acquisition Statement**" has the meaning set forth in Section 2.7.

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 2.6(a)(iii).

"**Assumed Liabilities**" has the meaning set forth in Section 2.2(a).

"**Astellas Agreement**" means that certain License Agreement, dated December 18, 2024, by and between Astellas Gene Therapies, Inc. and Seller, in the form as provided by Seller to Buyer as of the date hereof.

"**AVS Agreement**" means that certain Research License Agreement, dated October 1, 2013, by and between Seller (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agriculture Victoria Services PTY LTD, in the form as provided by Seller to Buyer as of the date hereof.

"**Bankruptcy Case**" means the chapter 11 case to be commenced by Seller in the Bankruptcy Court on the Petition Date, which shall be styled as *In re Sangamo Therapeutics, Inc.*.

"**Bankruptcy Code**" means title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*, as amended from time to time.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Delaware having jurisdiction over the Bankruptcy Case, or any other court having jurisdiction over the Bankruptcy Case or any proceeding arising therein.

"**Bid Protections**" has the meaning set forth in Section 9.2(c).

"**Bidding Procedures**" means the bidding procedures approved by the Bankruptcy Court in the Bidding Procedures Order for the submission of competing bids for the Acquired Assets, substantially in the form attached hereto as Exhibit F.

"**Bidding Procedures Order**" means the order of the Bankruptcy Court, in form and substance acceptable to Buyer, substantially in the form attached hereto as Exhibit E (with the Bidding Procedures attached thereto as an exhibit), with any such modifications that are acceptable to Buyer, approving the Bidding Procedures and, among other things: (a) designating Buyer as the "stalking horse bidder" for the Acquired Assets; (b) authorizing and scheduling the auction, if any; (c) approving the Bid Protections; (d) approving a minimum initial overbid amount of at least the sum of the Bid Protections plus $250,000; and (e) scheduling a hearing to consider approval of the Contemplated Transactions and entry of the Sale Order.

"**Bill of Sale**" has the meaning set forth in Section 2.6(a)(i).

"**Break-Up Fee**" has the meaning set forth in Section 9.2(c).

"**Breun Agreement**" means that certain Research and Commercial License Agreement, dated November 9, 2012, by and between Seller (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Saatzucht Josef Breun GmbH & Co. KG, in the form as provided by Seller to Buyer as of the date hereof.

"**Business Day**" means any day other than a Saturday, Sunday or day on which banks are required or authorized to be closed in Indianapolis, Indiana or Richmond, California.

"**Buyer**" has the meaning set forth in the Preamble.

"**Buyer Released Parties**" has the meaning set forth in Section 10.13(a).

"**Buyer Releasing Parties**" has the meaning set forth in Section 10.13(b).

"**Closing**" has the meaning set forth in Section 2.4.

"**Closing Date**" has the meaning set forth in Section 2.4.

"**Code**" means the Internal Revenue Code of 1986, as amended. All citations to the Code, or the Treasury Regulations promulgated thereunder, shall include all amendments thereto and any substitute and successor provisions.

"**Collective Bargaining Agreement**" means any labor Contract that Seller or any Seller Affiliate has entered into with any union, works council or collective bargaining agent with respect to terms and conditions of employment of the Employees or any current or former employees of Seller or its Affiliates with respect to the Acquired Intellectual Property business.

"**Confidential Information**" has the meaning set forth in Section 10.4(a).

"**Confidentiality Agreement**" means, collectively, that certain confidentiality agreement dated November 21, 2023 by and between Guarantor and Seller, and any addenda or amendments thereto.

"**Consent**" means any authorization, consent, waiver, approval, permission or exemption by any Person.

"**Contemplated Transactions**" has the meaning set forth in Section 2.4.

"**Contracts**" has the meaning set forth in Section 3.6(a).

"**Copyrights**" means all works of authorship (whether or not copyrightable or published, including all rights in software, whether in source code or object code format, databases, and data collections) and all copyrights (whether or not registered), including all registrations thereof and applications therefor, and all renewals, extensions, restorations and reversions of the foregoing.

"**Corteva Agreement**" means that certain Research and Commercial License Option Agreement, dated October 1, 2005, by and between Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC) and Seller, as amended, in the form as provided by Seller to Buyer as of the date hereof.

"**Cure Costs**" means the amounts, determined by the Bankruptcy Court or by agreement of the parties and the applicable counterparty, necessary to be paid under an executory contract or unexpired lease pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of such executory contract or unexpired lease.

"**Cure/Assumption Objection**" has the meaning set forth in Section 2.10(b).

"**Debt**" means, as to any Person, without duplication, the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations arising under, any obligations of such Person consisting of (a) all indebtedness for borrowed money or indebtedness issued or incurred in substitution or exchange for indebtedness for borrowed money, (b) indebtedness evidenced by any note, bond, debenture, mortgage or other debt instrument or debt security, (c) payment obligations due and owing under any interest rate, currency or other hedging agreement (valued at the termination value thereof), (d) obligations under any performance bond or letter of credit, but only to the extent drawn or called prior to the Closing Date, (e) capitalized lease obligations or liabilities, (f) accrued but unpaid compensation, bonuses or similar payments, and all related employer portion of any employment Taxes, payable to Service Providers or any current or former directors of Seller and its Affiliates with respect to the Acquired Technology or the Acquired Intellectual Property, (g) guarantees with respect to any indebtedness of any other Person of a type described in clauses (a) through (f) above, and (h) for clauses (a) through (g) above, all accrued interest thereon, if any, and any termination fees, prepayment penalties, "breakage" costs or similar payments assuming the repayment of such Debt on the Closing Date.

"**Designated Contract**" has the meaning set forth in Section 2.10(c).

"**Designated Purchaser**" has the meaning set forth in Section 2.12.

"**DIP Financing Agreement**" means a debtor-in-possession credit agreement by and among Seller and the applicable lender.

"**Disclosure Schedule**" has the meaning set forth in ARTICLE III.

"**Documents**" means all files, documents, information, instruments, papers, books, reports, databases, records, tapes, microfilms, photographs, literature, written correspondence with any Governmental Authority, title policies, regulatory filings, data, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), Intellectual Property dockets, prosecution files and invention disclosures, and other similar materials relating to or used by Seller and its Affiliates in connection with the Acquired Assets or the Acquired Technology, in each case, whether or not in electronic form.

"**Employee**" has the meaning set forth in Section 7.4(a).

"**Employee Census**" means a list of the Employees that specifies, as applicable and to the extent permitted by applicable Law, each Employee's (i) title or position, (ii) base salary, (iii) date of hire, (iv) working location, (v) accrued but unpaid PTO, vacation, or sick leave balances, as applicable, (vi) bonus or commission (A) opportunity for the current year or applicable period and (B) amount earned to date in the current applicable period, (vii) most-recent equity-based compensation opportunity, (viii) classification as exempt or non-exempt under the Fair Labor Standards Act of 1938, if applicable, (ix) leave status, if applicable and (x) work authorization or visa type, if applicable.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**ERISA Affiliate**" means any trade or business, whether or not incorporated, which together with Seller would be deemed a "single employer" within the meaning of Section 4001 of ERISA or Section 414 of the Code at any relevant time.

"**Excluded Records**" means any records, documents or other information solely to the extent relating to (a) any current or former employee who is not or does not become a Hired Employee and any materials solely to the extent they contain information about any Service Provider (including Hired Employees), the disclosure of which would violate applicable Law or (b) any Retained Program.

"**Excluded Taxes**" means, without duplication, (a) any Taxes imposed on, with respect to or relating to any of the Acquired Assets or any of the Assumed Liabilities for any Pre-Closing Tax Period (or portion thereof), (b) any Taxes of, or imposed on or with respect to Seller or its Affiliates for any taxable period (including any (i) Taxes required to be withheld from the Purchase Price or with respect to any other payments or consideration payable hereunder but which have not been withheld and (ii) any Taxes of Seller or any of its Affiliates that become a Liability of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law), (c) any Taxes imposed on, with respect to or relating to any Retained Asset or any Retained Liability for any taxable period, and (d) any Transaction Taxes.

"**Existing Clinical Trial**" means (a) that certain Long-Term Follow Up of Sickle Cell Disease and Beta-thalassemia Subjects Previously Exposed to BIVV003 or ST-400 (further described at https://clinicaltrials.gov/study/NCT05145062), and (ii) that certain Long Term Follow-up (LTFU) of Subjects Who Received SB-318, SB-913, or SB-FIX (further described at https://clinicaltrials.gov/study/NCT04628871).

"**Exploitation**" means the Research, development, manufacturing, ownership, use, storage, import, export, commercialization, sale or any other exploitation of any Acquired Technology or any other compound, product or therapy. When used as a verb, "**Exploit**", "**Exploited**" and "**Exploiting**" have correlative meanings.

"**Fabry Program**" means Seller's clinical gene therapy program for isaralgagene civaparvovec for the treatment of Fabry disease.

"**FDA**" means the United States Food and Drug Administration.

"**Fee Event**" means (a) any termination of this Agreement other than (x) a termination by Seller pursuant to Section 9.1(c)(iii) or (y) a termination by mutual written consent of Buyer and Seller pursuant to Section 9.1(a) or (b) the consummation of an Alternative Transaction.

"**Final DIP Order**" means an order entered by the Bankruptcy Court approving the DIP Financing Agreement on a final basis.

"**Final Order**" means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered on the docket in the Bankruptcy Case (or the docket of such other court), which has not been reversed, stayed, modified or amended, and as to which (a) the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or (b) any appeal that has been taken or any petition for certiorari that has been filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

"**Fraud**" means, with respect to any Person, actual and intentional fraud by such Person under Delaware common law with respect to the making of any representation or warranty contained in this Agreement or any other Transaction Agreement, or any certificate delivered in connection herewith or therewith.

"**Fundamental Representations**" means those representations and warranties of Seller set forth in Section 3.1 (Organization and Good Standing), Section 3.2 (Power and Authority) and Section 3.14 (No Broker's or Finder's Fees).

"**Genentech Agreement**" means that certain License Agreement, dated August 2, 2024, by and between Genentech, Inc. and Seller, in the form as provided by Seller to Buyer as of the date hereof.

"**Governing Documents**" means, with respect to any Person, the articles or certificate of incorporation and the bylaws, the limited partnership agreement and the certificate of limited partnership, the articles or certificate of organization or formation and the operating

agreement, the shareholders agreement, and any other charter or similar governing documents adopted or filed in connection with the creation, formation or organization of such Person.

"**Governmental Authority**" means any federal, state, county, regional district, local, or other government or political subdivision, or any court, tribunal, governmental division or department, regulatory or administrative agency or commission or other governmental or quasi-governmental authority or instrumentality of any nature, domestic or foreign, in each case, having jurisdiction over the applicable matter.

"**Governmental Order**" means any decision, judgment, injunction, writ, order, ruling, award, decree, assessment, subpoena, verdict or arbitration award entered, issued, made or rendered by any Governmental Authority, whether arising from a Legal Proceeding, arbitration, applicable Law or otherwise.

"**Guarantor**" has the meaning set forth in the Preamble.

"**Hemophilia A Program**" means Seller's clinical program for giroctocogene fitelparvovec for the treatment of hemophilia A.

"**Hire Offer**" has the meaning set forth in Section 7.4(a).

"**Hired Employee**" has the meaning set forth in Section 7.4(a).

"**Intellectual Property**" means any and all rights, title and interest in, or arising out of or associated with intellectual property or other proprietary rights, in each case, whether protected, created or arising under the Laws of the United States or any other jurisdiction worldwide and whether registered or unregistered, including all rights in, arising out of, or associated therewith, including (a) Trademarks, (b) Patents, (c) Know-How, (d) Copyrights, (e) any other intellectual property rights arising from software or technology, and (f) rights to claim priority from or register any of the foregoing.

"**Intellectual Property Licenses**" means (a) any grant by Seller or any of its Affiliates to another Person of any license, right or covenant not to assert with respect to or under any Acquired Intellectual Property or Acquired Technology, including in any Outbound License Agreement; or (b) any grant to Seller or its Affiliate(s) by another Person of any license, right or covenant not to assert with respect to or under such Person's Intellectual Property that is necessary or reasonably useful for the Exploitation of any Acquired Technology or Acquired Asset. For clarity, each Outbound License Agreement is an Intellectual Property License.

"**Interim DIP Order**" means an order entered by the Bankruptcy Court approving the DIP Financing Agreement on an interim basis.

"**Intermediate Representations**" means those representations and warranties of Seller set forth in Section 3.4 (Sufficiency of Assets; Ownership of Assets) and Section 3.13 (Intellectual Property).

"**IP Assignment Agreement**" has the meaning set forth in Section 2.6(a)(ii).

"**Know-How**" means any information that is proprietary or not generally known, including scientific or technical information, inventions, results, data, know-how, processes, methods, models, software or designs of any type whatsoever, in any tangible or intangible form, including databases, safety information, practices, methods, instructions, techniques, algorithms, drawings, documentation, specifications, formulations, formulae, knowledge, trade secrets, materials, skill, experience, concepts, ideas, test data, experimental data, and other information or technology applicable to compounds, formulations, compositions of matter, structures, structure activity relationships or products, or to their design, discovery, identification, creation, selection, development, optimization, manufacture, registration, use, marketing, commercialization or sale, or to methods of assaying or testing them, including pharmacological, pharmaceutical, medicinal chemistry, biological, chemical, biochemical, toxicological and clinical test data, physical and analytical, safety, and quality control data, manufacturing and stability data, materials, studies and procedures, and manufacturing process and development information, results and data, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and whether or not protected by Patent or Copyright Law.

"**Knowledge of Seller**" means that Seller shall be deemed to have "**knowledge**" of a particular fact if any of Sandy Macrae, Nathalie Dubois-Stringfellow, Stephanie J. Seiler, Phillip Ramsey, Gregory Davis, Gabor Brasnjo, Stephen MacDonald, Scott Willoughby and Victoria Headley has, or should have had after due inquiry of their direct reports, knowledge of such fact.

"**Law**" means any applicable law, order, ordinance, rule, regulation, statute or treaty of any Governmental Authority.

"**Legal Proceeding**" means any action, suit, litigation or arbitration (including any civil, criminal, administrative, or appellate proceeding), investigation by any Governmental Authority, or hearing commenced, conducted or heard by or before any Governmental Authority or any arbitrator or arbitration panel, excluding the Bankruptcy Case.

"**Liability**" means any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, Tax, loss, expenditure, charge, fee, penalty, fine, contribution, or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

"**Licensed Intellectual Property**" means all Intellectual Property under or with respect to which any third party grants to Seller or any of its Affiliates any license, right or covenant not to assert, which Intellectual Property is used, practiced, or held for use or practice by Seller or any of its Affiliates in connection with the Exploitation of the Acquired Technology.

"**Lien**" means any lien (as defined in section 101(37) of the Bankruptcy Code), encumbrance, license, claim (as defined in section 101(5) of the Bankruptcy Code), charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, encroachments, Governmental Orders, covenants, conditional sale or other title retention agreements and other similar impositions, imperfections or

defects of title or restrictions on transfer or use of real, intangible or personal property, whether written or oral and whether or not relating in any way to credit or the borrowing of money.

"**Material Adverse Effect**" means any condition, development, circumstance, occurrence of any event, or any change in or effect that, individually or in the aggregate, is or would reasonably be expected to be materially adverse to the Acquired Technology or the Acquired Assets, taken as a whole (including the destruction of Acquired Intellectual Property that is material to the Acquired Technology); provided, however, that none of the following shall be deemed to constitute a Material Adverse Effect: any adverse circumstance, occurrence of any event, or any change in or effect arising from or relating to (a) general business, economic, financial, market or political conditions, (b) natural or man-made disasters, pandemics, epidemics or acts of God, including, but not limited to, acts of war, sabotage, terrorism, hostilities, military action or any escalation or worsening thereof, (c) changes in financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), (d) changes in Laws, accounting standards or other binding rules, regulations, or other binding directives, or any official interpretation thereof, issued by any Governmental Authority, (e) the taking of any action expressly required by this Agreement and any other Transaction Agreement, (f) the failure by Seller or the Acquired Technology to meet or exceed internal projections, forecasts or revenue or earnings predictions for any period (it being understood that the facts or occurrences giving rise to or contributing to such failure may be taken into account in determining whether there has been a Material Adverse Effect), (g) any decline in the price or trading volume of Seller's common stock or other securities, any suspension of trading in Seller's securities, or any delisting or threatened delisting of Seller's securities from NASDAQ or any other national securities exchange or trading market (it being understood that the facts or occurrences giving rise to or contributing to such decline may be taken into account in determining whether there has been a Material Adverse Effect); (h) any action taken in connection with the commencement or existence of the Bankruptcy Case and Seller's status as a debtor-in-possession, and financial condition of Seller giving rise to the filing of the Bankruptcy Case, in each case, solely to the extent such conditions do not relate to, or have an adverse effect on, the Acquired Technology or the Acquired Assets; or (i) any action taken by Seller in the Bankruptcy Case with respect to any Retained Program or Retained Assets, including (A) any reduction in force, furlough, or termination of employees who are not Employees, (B) the winddown, discontinuation, or cessation of any Retained Program or any operations or activities of Seller that do not relate to the Acquired Assets or the Acquired Technology, and (C) the rejection, termination or non-renewal of any Contracts that are not Acquired Contracts; provided, further, that any change or event described in the foregoing clauses (a) through (d) above shall be taken into account in determining whether there has been a Material Adverse Effect to the extent, and only to such extent, that such change or event has a disproportionate effect on the Acquired Technology, taken as a whole, as compared to other Persons engaged in development efforts with respect to capsids, compounds, products or other technology substantially similar to the Acquired Technology.

"**Miltenyi Agreement**" means that certain License Agreement, dated November 12, 2025, by and between Seller and Miltenyi Biotec B.V. & Co. KG, in the form as provided by Seller to Buyer as of the date hereof.

"**Non-Compete Finding**" means, with respect to any Outbound License Agreement, a finding in the Sale Order that any "noncompete", "commercial exclusivity" or

similar provision therein, however characterized, including as set forth in Article 6 of the Genentech Agreement, Section 3.4 of the Astellas Agreement, Sections 8.4 and 8.5 of the Takeda Agreement, the last sentence of Section 3.6 of the Roche Agreement, and the last sentence of Section 2.1 of the OMT Agreement, which purports to restrict Seller or any of its Affiliates from conducting activities that are outside the scope of the exclusive Intellectual Property license granted to the applicable Outbound Licensee under an Outbound License Agreement (an "**Outbound License Non-Compete**"), is not binding on Buyer or any of its Affiliates following the Closing.

"**Northridge DIP Facility**" means that certain senior secured, superpriority debtor-in-possession credit facility contemplated by, and consistent with, the Northridge DIP Term Sheet.

"**Northridge DIP Term Sheet**" means that certain Debtor-in-Possession Term Loan Facility Summary of Terms and Conditions, dated on or about June 22, 2026, by and among Seller, Seller Subsidiaries, and Northridge ATM, LLC.

"**Omitted Assets**" has the meaning set forth in Section 7.1.

"**OMT Agreement**" means that certain License Agreement, dated April 2, 2008, by and between Seller and Open Monoclonal Technology, Inc., in the form as provided by Seller to Buyer as of the date hereof.

"**Ordinary Course**" means the ordinary course of business consistent with past custom and practice (including, as applicable, with respect to quantity and frequency).

"**Outbound License Agreement**" means, individually or collectively, (a) the Genentech Agreement, (b) the Astellas Agreement, (c) the Takeda Agreement, (d) the Alexion Agreement, (e) the OMT Agreement, (f) the Roche Agreement, (g) the Sigma-Aldrich Agreement, (h) the Corteva Agreement, (i) the Miltenyi Agreement, (j) the Pfizer Agreement, (k) the Agrisoma Agreement, (l) the AVS Agreement and (m) the Breun Agreement.

"**Outbound License Non-Compete**" has the meaning set forth in the definition of "Non-Compete Finding".

"**Outbound Licensee**" means, individually or collectively, the applicable licensee(s) under an Outbound License Agreement.

"**Outside Date**" has the meaning set forth in Section 9.1(b)(i).

"**Patents**" mean (a) patent applications (including provisional patent applications, priority applications and rights to claim priority from any of the patents or patent applications), issued patents, utility models and designs, (b) reissues, substitutions, confirmations, registrations, validations, re-examinations, additions, continuations, continued prosecution applications, continuations-in-part, or divisions of or to any of the foregoing, and (c) extensions, renewals or restorations of any of the foregoing by existing or future extension, renewal or restoration mechanisms, including any patent term extensions, supplementary protection certificates, pediatric exclusivities or the equivalent thereof.

"**Periodic Taxes**" has the meaning set forth in Section 7.5(c).

"**Permits**" means franchises, approvals, permits, authorizations, licenses, orders, registrations, certificates, variances, waivers, privileges, exemptions, qualifications, filings, notices, and other similar permits or rights obtained from any Governmental Authority.

"**Permitted Liens**" means, as applicable, (a) statutory Liens of lessors under the applicable lease for Real Property or on the underlying fee interest therein, (b) Liens of carriers, warehousemen, mechanics, and materialmen incurred in the Ordinary Course, (c) non-exclusive licenses granted pursuant to any Acquired Contract, (d) non-exclusive licenses granted to service providers and vendors in the Ordinary Course, and (e) solely with respect to the Outbound License Agreements, rights of the licensees thereunder arising under Section 365(n) of the Bankruptcy Code, in each case subject to the Non-Compete Finding, and, in the case of each of the foregoing (a) through (e), solely to the extent that Section 363(f) of the Bankruptcy Code does not apply to extinguish such Liens or rights, it being understood that the Sale Order shall extinguish Liens and rights to the maximum extent permissible under applicable law.

"**Person**" means any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Governmental Authority.

"**Petition Date**" means the date on which Seller files a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court commencing the Bankruptcy Case.

"**Pfizer Agreement**" means that certain License Agreement, dated December 19, 2008, by and between Seller and Pfizer Inc., as amended, in the form as provided by Seller to Buyer as of the date hereof.

"**Pre-Closing Tax Period**" means any taxable period ending on or before the Closing Date.

"**Previously Omitted Contract**" has the meaning set forth in Section 2.11.

"**Prion Program**" means Seller's preclinical epigenetic regulation program directed to the treatment of prion disease, designated by Seller as ST-506.

"**Purchase Price**" has the meaning set forth in Section 2.5(a).

"**Real Property**" means any real property currently leased, subleased, licensed, owned or otherwise occupied by Seller.

"**Registered IP**" has the meaning set forth in Section 3.13(a).

"**Representative**" of a Person means any of the directors, officers, employees, managers, advisors, agents, stockholders, consultants, lawyers, accountants, investment bankers, financial advisors or other representatives of such Person.

"**Research**" means conducting research activities to discover, design, research, evaluate, optimize, deliver and advance products, including pre-clinical studies and optimization up to the filing of an IND for such product, but excluding clinical development and commercialization. When used as a verb, "**Research**," "**Researched**" or "**Researching**" means to engage in Research.

"**Retained Assets**" means all assets of Seller other than Acquired Assets, including but not limited to (a) all cash and cash equivalents held by Seller, other than proceeds from the monetization of Acquired Assets prior to the Closing, (b) all bank accounts owned by Seller, (c) all intercompany and intra-company accounts owned by or held on behalf of Seller or any of its Affiliates, (d) all income Tax assets of Seller, (e) any assets of Seller set forth on Exhibit A, (f) any Contract that is not an Acquired Contract, (g) the Retained Intellectual Property, (h) Real Property, (i) Excluded Records, (j) Seller Plans, together with all funding arrangements related thereto (including all assets, trusts, insurance policies and administrative service Contracts related thereto), and all rights and obligations thereunder, (k) employees of Seller or its Affiliates other than the Hired Employees and (l) the Retained Programs.

"**Retained Intellectual Property**" means any Intellectual Property owned or controlled by Seller or any of its Affiliates that is not Acquired Intellectual Property, including the Intellectual Property set forth on Exhibit A.

"**Retained Liabilities**" has the meaning set forth in Section 2.2(b).

"**Retained Programs**" means each of the Fabry Program, the SFN Program, the Hemophilia A Program, the Sickle Cell Program, and the Tregs Program.

"**Roche Agreement**" means that certain Research and License Agreement, dated July 2, 2008, by and among F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc. and Seller, in the form as provided by Seller to Buyer as of the date hereof.

"**Sale Hearing**" means the hearing described in item (e) of the definition of Bidding Procedures Order.

"**Sale Motion**" means the motion seeking, among other things, (i) authority for Seller to enter into this Agreement, (ii) entry of the Bidding Procedures Order, and (iii) scheduling the Sale Hearing.

"**Sale Order**" means one or more orders of the Bankruptcy Court, in form and substance acceptable to Buyer, substantially in the form attached hereto as Exhibit G, with any such modifications that are acceptable to Buyer, authorizing and approving, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the sale of the Acquired Assets to Buyer pursuant to the terms and conditions set forth in this Agreement, free and clear of all Liens (other than Permitted Liens), Liabilities, claims and interests of any kind or nature whatsoever (including all claims arising under any theory of successor or transferee liability, de facto merger, substantial continuity, or similar theories of liability, whether arising by statute, common law, or equity, whether known or unknown, and whether arising before or after the commencement of the Bankruptcy Case), and including the Non-Compete Finding to the extent applicable pursuant to Section 6.1(g) and other findings and provisions that: (a) Buyer is a "good faith" purchaser within

the meaning of Section 363(m) of the Bankruptcy Code; (b) Buyer is not a successor to Seller or its estate by reason of any theory of law or equity, and shall not assume or be responsible for any Liability of Seller other than the Assumed Liabilities; (c) all anti-assignment provisions in the Acquired Contracts are unenforceable with respect to the Contemplated Transactions and the Acquired Assets; (d) to the extent applicable pursuant to Section 6.1(g), authorizing and approving the rejections of each of the Outbound License Agreements pursuant to Section 365 of the Bankruptcy Code; (e) Buyer is authorized to pursue, prosecute, settle or abandon the Acquired Avoidance Actions and any other claims or causes of action included in the Acquired Assets, and such claims and causes of action are validly transferred to Buyer as part of the Acquired Assets; and (f) the Sale Order shall be binding upon and inure to the benefit of any trustee subsequently appointed in the Bankruptcy Case or upon any conversion of the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code.

"**Seller**" has the meaning set forth in the Preamble.

"**Seller Contractor**" has the meaning set forth in Section 7.2(c).

"**Seller Plan**" means each "employee benefit plan" as defined in Section 3(3) of ERISA, whether or not subject to ERISA, and each other offer letter, employment agreement or employee benefit or compensation plan, policy, program, agreement or arrangement, in each case, under which any Service Provider participates, that is sponsored, maintained, administered or contributed to by Seller or its Affiliates or in which Seller or its Affiliates have any current or potential Liability (including on account of any ERISA Affiliates) other than any plans, policies, programs, agreements or arrangements maintained or sponsored by, or to which contributions are mandated by, a Governmental Authority.

"**Seller Released Parties**" has the meaning set forth in Section 10.13(b).

"**Seller Releasing Parties**" has the meaning set forth in Section 10.13(a).

"**Seller Subsidiary**" has the meaning set forth in the Preamble.

"**Service Provider**" means any current or former (a) employee of Seller or any of its Affiliates or (b) individual consultant or independent contractor, in each case engaged directly by Seller or any of its Affiliates.

"**SFN Program**" means Seller's clinical program directed to the treatment of small fiber neuropathy, designated by Seller as ST-503.

"**Sickle Cell Program**" means Seller's clinical program directed to the treatment of Sickle Cell Disease, designated by Seller as BIVV003.

"**Sigma-Aldrich Agreement**" means that certain License Agreement, dated July 10, 2007, by and between Seller and Sigma-Aldrich Co., as amended, in the form as provided by Seller to Buyer as of the date hereof.

"**STAC-150**" means the capsid known as STAC-150, as further described on Schedule 1.1-A.

"**STAC-BBB**" means the blood-brain barrier-penetrant capsid known as STAC-BBB, as further described on Schedule 1.1-B.

"**Straddle Period**" has the meaning set forth in Section 7.5(c).

"**Superpriority Claim**" has the meaning set forth in Section 9.2(c).

"**Takeda Agreement**" means that certain Amended and Restated Collaboration Agreement, dated September 1, 2015, by and between Seller and Shire International GmbH, in the form as provided by Seller to Buyer as of the date hereof.

"**Tax**" or "**Taxes**" means (a) all federal, state, local and foreign taxes, including any income, profits, franchise, gross receipts, environmental, customs duty, capital stock, severance, stamp, payroll, sales, employment, unemployment, disability, use, property, unclaimed property, escheat, withholding, excise, production, value added, occupancy, and other taxes, duties, customs, tariffs, imposts, levies or other taxes, fees, charges or assessments in the nature of a tax, imposed by a Taxing Authority, together with all interest, fines, penalties or additions to tax with respect thereto, whether disputed or not and (b) any liability arising under any tax sharing agreement or any liability for any item described in clause (a) of another Person by Contract, as a transferee or successor, by assumption or operation of Law, or under Treasury Regulation §1.1502-6 or analogous state, local or foreign Law, in each case, whether disputed or not.

"**Tax Contest**" means any audit, hearing, proposed adjustment, arbitration, deficiency, assessment, suit, dispute, claim, proceeding or other Legal Proceeding commenced, filed or otherwise initiated or convened to investigate or resolve the existence and extent of a liability for Taxes.

"**Tax Return**" means any report, return, statement or other written information (including elections, declarations, disclosures, schedules, attachments, estimates and information returns) supplied or required to be supplied to a Taxing Authority in connection with any Taxes and any amendment thereto.

"**Taxing Authority**" means any government or any subdivision, agency, commission or authority thereof, or any quasi-governmental or private body, having jurisdiction over the assessment, determination, collection or other imposition of Taxes.

"**Trademarks**" means any trademarks, service marks, corporate names, trade names, brand names, product names, logos, slogans, trade dress and other indicia of source or origin, any applications and registrations for any of the foregoing and all renewals and extensions thereof, and all goodwill associated therewith and symbolized thereby.

"**Transaction Agreements**" means, collectively, (a) this Agreement, (b) the Bill of Sale, (c) the Assignment and Assumption Agreement, (d) the IP Assignment Agreement, and (e) each other agreement, document or instrument executed and delivered in connection with the Contemplated Transactions.

"**Transaction Taxes**" means any sales, use, transfer, real property transfer, documentary stamp, recording and other similar Taxes arising from and with respect to the sale and purchase of the Acquired Assets.

"**Tregs Program**" means Seller's program for the development of regulatory T cell-based therapeutics.

"**Unpaid Contract Amounts**" has the meaning set forth in Section 3.6(c).

"**WARN Act**" means the Worker Adjustment and Retraining Notification Act of 1988 and all similar state and local Laws.

Section 1.2 Usage.

In this Agreement unless a clear contrary intention appears: (a) the singular number includes the plural number and vice versa, (b) reference to any Person includes such Person's successors and assigns, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually, (c) reference to any gender includes the other gender, (d) reference to any agreement, document, instrument or other writing means such agreement, document, instrument or other writing as amended or modified and in effect from time to time in accordance with the terms thereof to the extent such amendments or modifications have been made available to Buyer, (e) "hereunder," "hereof," "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision of this Agreement, (f) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term, (g) "or" is used in the inclusive sense of "and/or," (h) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding," (i) references to documents, instruments, agreements or other writings shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto to the extent such addenda, exhibits, schedules or amendments have been made available to Buyer, (j) the word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other theory extends and such phrase shall not mean "if", (k) if any period expires on a day that is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day that is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day, and (l) the phrase "made available to" and phrases of similar import mean, with respect to any information, document or other material, that such information, document or material was made available for review in the virtual data room or actually delivered (whether by physical or electronic delivery, including email) to Buyer or Buyer's representatives, as applicable, prior to 5:00 P.M. (Eastern Time) on the date that is two (2) Business Days prior to the date of this Agreement.

ARTICLE II
SALE AND PURCHASE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1 Sale and Purchase of Assets. Subject to the terms and conditions of this Agreement and the entry of the Sale Order, at the Closing, Seller shall, and shall cause its Affiliates to, sell, assign, transfer, deliver and convey to Buyer the Acquired Assets, free and clear

of all Liens and Liabilities (other than Permitted Liens and Assumed Liabilities) pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, for the Purchase Price specified below in Section 2.5(a). For purposes of this Agreement, "**Acquired Assets**" means all of Seller's and its Affiliates' right, title and interest in, under and to all of the assets related to or used in or held for use in connection with the Acquired Technology (which shall not in any event include the Retained Assets), as such exist at the Closing, including each of the following:

(a) all Contracts listed in Schedule 2.1(a) (collectively, the "**Acquired Contracts**"), including all of Seller's rights under the Acquired Contracts;

(b) all rights, claims, credits, causes of action or rights of setoff against third parties (or portions thereof) to the extent relating to the Acquired Technology or the Acquired Assets, including unliquidated rights under manufacturers' and vendors' warranties;

(c) the Acquired Intellectual Property, including the Intellectual Property set forth in Schedule 2.1(c);

(d) all inventory, supplies, and materials that relate to the Acquired Assets, including those set forth in Schedule 2.1(d) but excluding biological and chemical samples generated prior to June 1, 2016, machinery, lab and office equipment and generally available lab supplies;

(e) all Documents in possession or control of Seller or any of its Affiliates to the extent relating to the Acquired Assets, including the Documents set forth on Schedule 2.1(e), but excluding any Documents relating to (i) the corporate organization, governance or capitalization of Seller or any of its Affiliates, including board minutes, resolutions or presentations; (ii) employment, compensation, benefits or human resources matters; (iii) debt or financing arrangements of Seller or any of its Affiliates; and (iv) machinery, lab and office equipment or generally available lab supplies;

(f) all Documents in possession or control of Seller or any of its Affiliates to the extent related to the employment of any Hired Employee, excluding equity award agreements and related documentation, any medical records and any other such Documents, notwithstanding paragraphs (e) and (h) of this Section 2.1;

(g) all tangible embodiments of the Acquired Technology;

(h) all assets relating to the Prion Program, including all Documents in possession or control of Seller or any of its Affiliates relating thereto, excluding any Documents relating to (i) the corporate organization, governance or capitalization of Seller or any of its Affiliates, including board minutes, resolutions or presentations; (ii) employment, compensation, benefits or human resources matters; (iii) debt or financing arrangements of Seller or any of its Affiliates; and (iv) machinery, lab and office equipment or generally available lab supplies;

(i) all rights of Seller or its Affiliates under (i) non-disclosure or confidentiality, assignment, non-compete or non-solicitation, or other restrictive covenant agreements with any Service Provider or with any other third party to the extent such agreements relate to or include within their scope, the Acquired Technology or the Acquired Assets and (ii)

non-disclosure agreements entered into in connection with Seller's sale process regarding the Acquired Assets and Acquired Technology during and preceding the pendency of the Bankruptcy Case;

(j) all assets listed in Schedule 2.1(j);

(k) all goodwill and other intangible assets and rights to the extent they relate to the Acquired Technology or the Acquired Assets, including goodwill associated with the Acquired Intellectual Property;

(l) all rights to Tax refunds, rebates, abatements, incentives or holidays, deposits, prepayments, attributes or credits and current and deferred Tax assets, in each case, (i) that transfer by automatic operation of Law to Buyer as a result of acquiring the Acquired Assets and Acquired Technology or assuming the Assumed Liabilities and (ii) arising out of or relating to Buyer's ownership of the Acquired Assets or the Acquired Technology or assumption of the Assumed Liabilities on or after the Closing;

(m) all 365(n)(2)(B) Payments from and after Closing to the extent relating to the Acquired Technology or the Acquired Intellectual Property;

(n) all avoidance actions and related claims and causes of action of Seller or its estate under Sections 502(d), 510, 544, 545, 547–51 and 553 of the Bankruptcy Code or applicable non-bankruptcy Law, in each case solely to the extent arising from or relating to the Acquired Technology or any asset described in clauses (a) through (l) of this Section 2.1 (collectively, "**Acquired Avoidance Actions**"); and

(o) all other claims, counterclaims, demands, rights, causes of action and choses in action of Seller or its estate (whether arising under the Bankruptcy Code, applicable non-bankruptcy Law or otherwise, and whether known or unknown, matured or unmatured, accrued or contingent), in each case solely to the extent arising from or relating to the Acquired Technology or any assets described in clauses (a) through (l) of this Section 2.1, including claims for breach of contract, tort, breach of warranty, unjust enrichment, conversion and infringement or misappropriation of Intellectual Property;

provided, that Seller may retain a copy of any Documents and materials included within the Acquired Assets (i) to the extent any of the Documents and materials included within the Acquired Assets relate to any Retained Assets or (ii) for purposes of its administration of the Bankruptcy Case and may transfer copies of such Documents and materials to any plan administrator or liquidating trustee under a chapter 11 plan.

Section 2.2 Assumed Liabilities; Retained Liabilities. Assumed Liabilities. Subject to the terms and conditions of this Agreement, at the Closing and except as otherwise specifically provided in Section 2.2(b), Buyer shall assume and agree to pay, discharge or perform, as appropriate, only the following Liabilities (the "**Assumed Liabilities**"):

(i) all Liabilities of Seller under the Acquired Contracts arising out of or relating to periods from and after the Closing Date, but only to the extent that such Liabilities first arise after the Closing and only to the extent that such Liabilities do not arise from

or relate to any breach, default or violation by Seller or its Affiliates on or prior to the Closing; and

(ii) all other Liabilities first arising out of or relating to Buyer's ownership of the Acquired Assets on or after the Closing.

(b) Retained Liabilities. Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of, or action against, Seller or its Affiliates of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on, before, or after the Closing Date as a result of any act, omission, or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the "**Retained Liabilities**"). The parties specifically acknowledge and agree that Buyer is not agreeing to assume and shall not be liable or responsible for any Retained Liabilities of Seller or any Affiliate of Seller. The Retained Liabilities shall include:

(i) any Liability for or relating to Excluded Taxes;

(ii) any Liability of Seller relating to, arising out of, or in connection with any lease for Real Property;

(iii) any current Liabilities incurred during any period or portion thereof ending on or prior to the Closing Date;

(iv) any Liability related to Debt incurred during any period or portion thereof ending on or prior to the Closing Date;

(v) any Liability relating to, arising out of, or in connection with (x) compensation or employee benefits for any Service Provider or service providers of any ERISA Affiliate, (y) the employment or performance of services for, or termination of employment or services for, or potential employment or engagement for the performance of services for, Seller or any ERISA Affiliate or (z) any Seller Plan;

(vi) any Liability relating to or arising out of any Contract that is not an Acquired Contract;

(vii) any Liability in connection with the Acquired Contracts or Acquired Assets to the extent that such Liability resulted from any failure to perform, improper performance, warranty or other breach, default or violation by Seller or its Affiliates, as applicable, on or prior to the Closing;

(viii) any Liability with respect to any Cure Costs required to be paid in connection with the assumption and assignment of the Acquired Contracts;

(ix) any Liability arising out of or relating to any Legal Proceeding pending or threatened against Seller or any of its Affiliates, whether arising before, on or after the Closing Date, to the extent relating to the operation of the Acquired Assets or the Acquired Technology prior to the Closing;

(x) any Liability arising out of or relating to any infringement, misappropriation or other violation of Intellectual Property of any third party, product liability, breach of warranty or similar claim for injury to person or property, in each case, to the extent arising from or related to the Acquired Technology or the Acquired Assets prior to the Closing;

(xi) all Liabilities to any current or former holder of equity interests of Seller or any securities convertible into or exchangeable for equity interests of Seller, and all Liabilities for indemnification or advancement of expenses owed to any current or former officer or director of Seller;

(xii) any Liability of Seller arising out of or relating to any violation of Law by Seller or any of its Affiliates prior to the Closing;

(xiii) all costs and expenses of Seller and its Affiliates relating to the Bankruptcy Case, the sale process, and the negotiation, preparation and consummation of this Agreement and the Contemplated Transactions, including all professional fees and expenses of Seller's advisors; and

(xiv) any Liability that is not an Assumed Liability, in each case whether asserted before, on or after the Closing.

(c) For the avoidance of doubt, Buyer is not acquiring, assuming or otherwise becoming responsible for, and the Acquired Assets and Assumed Liabilities shall not include, any of the assets or Liabilities set forth on Schedule 2.2(c) (other than 365(n)(2)(B) Payments with respect thereto).

Section 2.3 Consent of Third Parties; Further Conveyances and Assumptions.

Subject to the terms and conditions of this Agreement, on the Closing Date, Seller shall assign to Buyer, and Buyer shall assume, the Acquired Assets (in each case to the extent assignable) that are to be transferred to Buyer as provided in this Agreement by means of the Assignment and Assumption Agreement. Notwithstanding any provision of any Acquired Contract or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of any Acquired Contract, the Acquired Contracts shall be assumed and assigned to Buyer pursuant to Sections 363 and 365(f) of the Bankruptcy Code, and any such anti-assignment provisions shall be deemed void and of no force or effect with respect to the Contemplated Transactions and the Acquired Assets. To the extent that the assignment of all or any portion of any Acquired Asset (other than an Acquired Contract assumed and assigned pursuant to Sections 363 and 365 of the Bankruptcy Code) shall require the Consent of the other party or parties thereto or any other third party, and such Consent is not obtained prior to Closing, this Agreement shall not constitute an agreement to assign such Acquired Asset if an attempted assignment without any such Consent would constitute a breach or violation thereof. In order, however, to provide Buyer the full realization and value of the Acquired Contracts of the character described in this Section 2.3, Seller

agrees that on and after the Closing it shall, and shall cause its Affiliates to, (i) obtain such Consents as are necessary to accomplish the assignment of the Acquired Contracts, (ii) preserve the rights of Seller and its Affiliates, as applicable, under the Acquired Contracts for the benefit of Buyer and its Affiliates, as applicable, and (iii) facilitate receipt of the consideration to be received by Seller in and under every Acquired Contract, which consideration shall be held for the benefit of, and shall be delivered to, Buyer promptly upon receipt.

Section 2.4 Closing.

The closing (the "**Closing**") of the sale and purchase of the Acquired Assets and the assignment and assumption of the Assumed Liabilities (the "**Contemplated Transactions**") shall take place via electronic exchange of documents at 10:00 A.M. (Eastern Time) on the first (1st) Business Day following the date on which all conditions to Closing set forth in ARTICLE VI have been satisfied or waived (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other time and place as Buyer and Seller may mutually agree in writing. Such date is referred to as the "**Closing Date**."

Section 2.5 Purchase Price, Assumption of Assumed Liabilities.

(a) Purchase Price. The aggregate consideration for the Acquired Assets shall be (i) $50,000,000 (the "**Purchase Price**") and (ii) Buyer's assumption of the Assumed Liabilities. Upon the terms and subject to the conditions contained herein (including entry of the Sale Order), at the Closing, Seller shall sell, transfer, assign, convey and deliver to Buyer, free and clear of all Liens and Liabilities (other than Permitted Liens and Assumed Liabilities) pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Buyer shall purchase and accept assignment and delivery from Seller of, the Acquired Assets.

(b) Payment at Closing. Subject to the terms and conditions of this Agreement, no later than one (1) Business Day following the Closing Date, Buyer shall pay Seller an amount equal to the Purchase Price by wire transfer to the account designated in writing prior to the Closing by Seller.

Section 2.6 Deliveries and Proceedings at Closing.

Subject to the terms and conditions of this Agreement, at the Closing:

(a) Deliveries by Seller to Buyer. Seller shall deliver or cause to be delivered to Buyer:

(i) a bill of sale, duly executed by Seller and the applicable Seller Subsidiaries, in the form of Exhibit B hereto (the "**Bill of Sale**");

(ii) an intellectual property assignment agreement, duly executed by Seller and the applicable Seller Subsidiaries, in the form of Exhibit C hereto (the "**IP Assignment Agreement**");

(iii) an assignment and assumption agreement for all transferable or assignable Acquired Contracts, duly executed by Seller and the applicable Seller Subsidiaries, in the form of Exhibit D hereto (the "**Assignment and Assumption Agreement**"); and

(iv) a duly completed and executed IRS Form W-9 of Seller.

(b) Deliveries by Buyer to or on behalf of Seller. Buyer shall deliver or cause to be delivered to Seller:

(i) an amount equal to the Purchase Price, by wire transfer of immediately available funds to the account designated in writing by Seller to Buyer prior to the Closing;

(ii) the Bill of Sale, duly executed by Buyer;

(iii) the IP Assignment Agreement, duly executed by Buyer; and

(iv) the Assignment and Assumption Agreement, duly executed by Buyer.

Section 2.7 Allocation of Consideration.

Within one hundred twenty (120) days after the Closing Date, Buyer will provide Seller with a draft of IRS Form 8594 and any required exhibits thereto (the "**Asset Acquisition Statement**") with Buyer's proposed allocation of the consideration paid among the Acquired Assets in accordance with Section 1060 of the Code. For purposes of this Section 2.7, the consideration paid shall be equal to the Purchase Price plus that portion of the Assumed Liabilities that are considered assumed liabilities for federal income tax purposes, if any; it being understood, however, that for purposes of the Asset Acquisition Statement, no payment shall be treated for U.S. federal or other applicable income Tax purposes as having been made to Buyer in exchange for Buyer's assumption of any liabilities or obligations hereunder under the principles of *James M. Pierce Corp. v. Commissioner*, 326 F.2d 67 (8th Cir. 1964). If within forty-five (45) days after receiving such Asset Acquisition Statement, Seller proposes to Buyer any changes to such Asset Acquisition Statement then Buyer and Seller shall cooperate in good faith to resolve any dispute; provided, however, that if Seller and Buyer are unable to resolve any such dispute within sixty (60) days following the receipt of Buyer or Seller's proposed changes, such dispute shall be submitted to PricewaterhouseCoopers LLP (the "**Accountant**") for resolution. The fees and expenses of the Accountant shall be borne equally by Seller and Buyer. If Seller does not propose any changes to the Asset Acquisition Statement within such forty-five (45) day period then the Asset Acquisition Statement (as prepared by Buyer) shall be deemed final. Buyer and Seller shall file all applicable Tax Returns and reports consistent with the allocation provided in the Asset Acquisition Statement (as finalized) and shall not take any position before an applicable Taxing Authority inconsistent with the Asset Acquisition Statement unless otherwise required by a "determination" within the meaning of Section 1313(a) of the Code.

Section 2.8 Withholding.

Buyer (and its agents) shall be entitled to deduct and withhold from any consideration payable pursuant to this Agreement such amounts as are required to be deducted or withheld therefrom under any applicable Law. In such case, to the extent such amounts are so deducted or withheld and timely paid over to the applicable Taxing Authority, such amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

Section 2.9 Designation of Acquired Contracts.

Notwithstanding anything in this Agreement to the contrary, Buyer may, in its sole and absolute discretion, by written notice to Seller, amend or revise Schedule 2.1(a) in order to:

(a) eliminate any Contract from Schedule 2.1(a) at any time during the period commencing from the date hereof and ending on the date that is two (2) Business Days prior to the Closing Date; or

(b) add any Contract that relates to the Acquired Assets or the Acquired Technology to Schedule 2.1(a) at any time during the period commencing from the date hereof and ending on the date that is two (2) Business Days prior to the effective date of any chapter 11 plan; provided that the counterparty to such Contract is provided sufficient notice and an opportunity to object to such assumption and assignment in accordance with the Bidding Procedures Order; and provided further that Buyer's deadline to add any Outbound License Agreement to Schedule 2.1(a) shall be two (2) Business Days prior to the Sale Hearing except as otherwise agreed by Buyer and any non-Seller counterparty to an Outbound License Agreement.

Automatically upon the addition of any Contract to Schedule 2.1(a), such Contract shall be an Acquired Contract for all purposes under this Agreement, until such time (if any) as such Contract is eliminated from Schedule 2.1(a). Automatically upon the removal of any Contract from Schedule 2.1(a), such Contract shall be a Retained Asset for all purposes of this Agreement, and no Liabilities arising thereunder shall be assumed or borne by Buyer, and no such removal shall result in any adjustment to the Purchase Price. If Buyer adds one or more Contracts to Schedule 2.1(a) after the date hereof, Seller shall file any supplemental motion required to assume and assign such additional Contracts and shall provide such supplemental notice as is required under the Bidding Procedures Order. Seller shall obtain Buyer's prior written consent prior to filing any motion or notice at any time seeking to reject any Contract listed on Schedule 2.1(a), and Seller shall not file any motion or notice at any time seeking to reject any Contract listed on Schedule 2.1(a) without such consent. Prior to the Closing Date, Seller shall not terminate, amend, supplement, modify, waive any rights under, or create any adverse interest with respect to any Acquired Contract without the prior written consent of Buyer.

Section 2.10 Contract Cures.

(a) Seller shall be solely responsible for the payment of all Cure Costs necessary to cure all defaults under the Acquired Contracts in connection with the assumption and assignment thereof to Buyer pursuant to Section 365 of the Bankruptcy Code. Seller shall serve on each counterparty to an Acquired Contract, in accordance with the Bidding Procedures Order, a

notice, in form and substance reasonably acceptable to Buyer, setting forth the Cure Costs, if any, that Seller believes are required to cure all defaults under such Acquired Contract.

(b) In the event of any objection by a counterparty to an Acquired Contract to (A) the Cure Costs asserted by Seller, (B) the adequate assurance of future performance to be provided by Buyer, or (C) any other aspect of the proposed assumption and assignment of such Acquired Contract (each, a "**Cure/Assumption Objection**"), Seller shall use reasonable best efforts to resolve any such Cure/Assumption Objection (with the prior written consent of Buyer, not to be unreasonably withheld); provided that (x) Seller shall be solely responsible for resolving any Cure Cost objection and any objection other than an objection based solely on Buyer's adequate assurance of future performance, (y) Buyer shall reasonably cooperate with Seller in connection with any objection relating to adequate assurance of future performance, and (z) if reasonably requested by Buyer, Seller shall prosecute to conclusion any Cure/Assumption Objection interposed by a counterparty. In no event shall Seller settle any Cure/Assumption Objection without the express prior written consent of Buyer. Seller shall litigate before the Bankruptcy Court any Cure/Assumption Objection that cannot be settled with the prior written consent of Buyer and shall request that the Bankruptcy Court hear and determine such objection on an expedited basis.

(c) If any Cure/Assumption Objection with respect to an Acquired Contract has not been resolved prior to the Closing (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty), (i) Buyer may, in its sole discretion, by written notice to Seller, elect to remove such Acquired Contract from Schedule 2.1(a), in which case such Contract shall be a Retained Asset for all purposes of this Agreement and no Liabilities arising thereunder shall be assumed or borne by Buyer, or (ii) Buyer may elect to temporarily treat such Contract as a "**Designated Contract**" and proceed to Closing without any modification to Purchase Price, without the assignment of such Designated Contract, and determine within seven (7) Business Days after resolution of such objection (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty) whether to treat such Designated Contract as an Acquired Contract or a Retained Asset. For any Acquired Contracts that are the subject of a pending Cure/Assumption Objection with respect solely to the amount of the Cure Cost at the time of Closing, Seller shall reserve funding for such disputed Cure Costs pending resolution of the dispute. Upon resolution of any Cure/Assumption Objection following the Closing, Seller shall promptly assume and assign such Contract to Buyer in accordance with Section 365 of the Bankruptcy Code.

Section 2.11 Previously Omitted Contracts.

If prior to or after the Closing it is discovered that a Contract related to the Acquired Assets or the Acquired Technology should have been listed on Schedule 3.6(a) or Schedule 3.13(i) but was not so listed (any such Contract, a "**Previously Omitted Contract**"), Seller shall, promptly following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and provide Buyer with a copy of such Previously Omitted Contract and the Cure Costs (if any) in respect thereof. Buyer shall thereafter have the right, by written notice to Seller delivered no later than ten (10) Business Days following such notice, to designate such Previously Omitted Contract as an Acquired Contract. If Buyer so designates a Previously Omitted Contract as an Acquired

Contract, Seller shall promptly file such motions under Section 365 of the Bankruptcy Code as are necessary to obtain an order of the Bankruptcy Court authorizing the assumption and assignment thereof to Buyer, and such Previously Omitted Contract shall be deemed an Acquired Contract for all purposes under this Agreement. If Buyer does not timely designate such Previously Omitted Contract as an Acquired Contract, such Previously Omitted Contract shall be a Retained Asset for all purposes of this Agreement.

Section 2.12 Designated Purchaser.

In connection with the Closing, Buyer shall be entitled to designate one or more of its Affiliates to purchase specified Acquired Assets and assume any applicable Assumed Liabilities on and after the Closing Date (any such Affiliate of Buyer that shall be properly designated by Buyer in accordance with this Section 2.12, a "**Designated Purchaser**"); provided that (i) no such designation shall release or relieve Buyer of any of its obligations under this Agreement or the other Transaction Agreements, (ii) no such designation shall impede or delay the Closing or require any additional Consent, and (iii) Buyer shall be jointly and severally liable with any Designated Purchaser for all obligations of such Designated Purchaser under this Agreement and the other Transaction Agreements. At and after the Closing, Buyer shall, or shall cause its Designated Purchaser(s) to, honor Buyer's obligations at the Closing. After the Closing, any reference to Buyer made in this Agreement in respect of any purchase or assumption referred to in this Agreement shall include reference to the appropriate Designated Purchaser(s), if any. Buyer shall give Seller not less than three (3) Business Days' written notice of any such designation, which notice shall identify the applicable Designated Purchaser(s) and the Acquired Assets and Assumed Liabilities to be transferred to or assumed by each such Designated Purchaser.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth on the disclosure schedule delivered to Buyer on the date hereof (the "**Disclosure Schedule**"), Seller represents and warrants to Buyer as follows:

Section 3.1 Organization and Good Standing.

Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has all requisite corporate power and authority to Exploit the Acquired Assets and the Acquired Technology as currently conducted and to perform all of its obligations under the Transaction Agreements. Seller is duly qualified and authorized to conduct business and is in good standing under the laws of each jurisdiction in which it owns or leases real property and in each other jurisdiction where such qualification or authorization is required, except where the lack of such qualification or authorization has not had and would not reasonably be expected to have a Material Adverse Effect.

Section 3.2 Power and Authority.

Seller has all requisite corporate power and authority to enter into, deliver and perform its obligations under the Transaction Agreements and to carry out the Contemplated Transactions, subject to entry of the Sale Order. Seller has duly authorized and approved, by all required action on the part of Seller, the execution, performance and delivery of the Transaction

Agreements and the consummation of the Contemplated Transactions, subject to entry of the Sale Order. Each of the Transaction Agreements constitutes a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles. No approval or action of the shareholders of Seller is required in connection with the Contemplated Transactions.

Section 3.3 No Conflict; No Violation of Laws.

The execution, delivery and performance by Seller of each of the Transaction Agreements and the consummation of the Contemplated Transactions, and the compliance with or fulfillment of the terms, conditions or provisions hereof and thereof will not: (i) contradict, conflict with or result in the breach or violation of any provision of the Governing Documents of Seller, (ii) contradict, conflict with or result in the breach or violation of (with or without notice or lapse of time or both) any Law applicable to Seller or by which its properties are bound or affected, with respect to the Acquired Technology or the Acquired Assets, (iii) result in the creation of, or require the creation of, any Lien upon any of the Acquired Technology or Acquired Assets or (iv) require any notice to or filing with, or any Consent of, any Governmental Authority or any other Person, except in the cases of clauses (ii), (iii) or (iv), to the extent such conflict would not reasonably be expected to have a Material Adverse Effect.

Section 3.4 Sufficiency of Assets; Ownership of Assets.

(a) Excluding any Real Property, Employees, machinery, lab and office equipment, furniture, furnishings and fixtures, the Acquired Assets constitute all of the assets (including Intellectual Property) that are owned or purported to be owned by Seller or any of its Affiliates that are necessary for Buyer to Exploit the Acquired Technology as Exploited by Seller in the Ordinary Course as of and prior to the date hereof, including every such asset that Seller used in connection with the Exploitation of the Acquired Technology and the Acquired Intellectual Property, other than rights to assets that are generally commercially available pursuant to standard terms and conditions. Other than the Licensed Intellectual Property, Seller and the Seller Subsidiaries own and control all assets necessary for Buyer to Exploit the Acquired Technology and the Acquired Intellectual Property.

(b) Subject to this Section 3.4, Seller has good, valid and marketable title to or an enforceable license or leasehold interest in the Acquired Assets free and clear of any Liens, other than Permitted Liens and, at the Closing, Buyer will acquire good and valid title to, or an enforceable license or leasehold interest in, all of the Acquired Assets, free and clear of all Liens, except for Permitted Liens.

Section 3.5 Real Property.

Seller is not conveying any interest in Real Property in connection with the Contemplated Transactions.

Section 3.6 Contracts; Permits; Prepaid Expenses.

(a) Schedule 3.6(a) sets forth all of the following legally binding contracts, leases (excluding any lease for Real Property), indentures, mortgages, notes, bonds, loans, licenses, sublicenses, instruments, commitments, sales, purchase orders and other arrangements, undertakings, obligations or understandings, oral or written, formal or informal, in effect as of the date hereof to which Seller or any of its Affiliates are party and that are related to the Exploitation of the Acquired Technology or the Acquired Assets, other than any confidentiality, non-disclosure or similar agreement entered into by Seller or any of its Affiliates in the Ordinary Course (together with the Intellectual Property Licenses set forth in Schedule 3.13(i), the "**Contracts**"):

(i) Contracts involving aggregate future payments by or to Seller in respect of the Exploitation of any Acquired Technology or the Acquired Assets in excess of $250,000 in any twelve (12)-month period that are not cancellable on thirty (30) days' or less than thirty (30) days' notice;

(ii) Contracts that are partnership, joint venture or similar agreements;

(iii) Contracts that are research and development agreements involving aggregate future payments in excess of $50,000 in any twelve (12)-month period, clinical trial agreements, clinical research agreements or similar agreements;

(iv) Contracts with respect to the acquisition or disposition of any portion of the Acquired Technology or the Acquired Assets;

(v) Contracts that contain non-competition or non-solicitation provisions, or any other material restrictions on the Exploitation of any Acquired Technology or Acquired Assets (including geographical restrictions or restrictions with respect to any fields, targets, indications, or therapeutic areas);

(vi) Contracts that contain an option or grant any right of first refusal or right of first offer, right of first negotiation or similar right in favor of a party other than Seller or that limits or purports to limit the ability of Seller or its Affiliates to own, operate, sell, transfer, pledge or otherwise dispose of any item of the Acquired Assets or the Acquired Technology;

(vii) Contracts with a Governmental Authority;

(viii) Contracts in which Seller has (A) granted development rights, "most favored nation" pricing provisions, or marketing or distribution rights relating to the Acquired Technology or Acquired Assets or (B) agreed to purchase a minimum quantity of goods relating to the Acquired Technology or Acquired Assets or has agreed to purchase goods relating to the Acquired Technology or Acquired Assets exclusively from a certain party;

(ix) Contracts involving a manufacturing, supply or tolling agreement or arrangement that commits Seller to purchase goods or supplies in excess of $50,000 in any future twelve (12)-month period; and

(x) All other Contracts to which Seller or any Affiliates of Seller is a party, which are material to the Exploitation of the Acquired Technology.

(b) A true and complete copy of each Contract has been made available to Buyer. All Contracts are legal, valid, binding and in full force and effect and enforceable by Seller in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles. As to each Contract, there does not exist thereunder any material breach or default on the part of Seller or, to the Knowledge of Seller, any other party to such Contract, and no event has occurred that (with or without the lapse of time or the giving of notice or both) would constitute a breach or default by Seller or (to the Knowledge of Seller) any other party thereunder and Seller has not received any written notice of such breach or default. As of the date hereof, no party to any of the Contracts has exercised any termination rights with respect thereto, and no such party has given written notice to Seller of any significant dispute with respect to any Contract. Except as set forth on Schedule 3.6(b), none of the execution and delivery of this Agreement by Seller or the consummation of the Contemplated Transactions will conflict with, or result in any violation, breach of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation or acceleration of any material obligation or the loss of a material benefit under, any provision of any Contract.

(c) Subject to the Bankruptcy Court's subsequent determination of a different amount, Schedule 3.6(c) sets forth a true and complete list of all amounts that, as of the date hereof, are past due and unpaid by Seller or any of its Affiliates under each Acquired Contract, including all unpaid invoices, accrued but unpaid fees, reimbursable expenses and any other outstanding obligations owed to the counterparty thereto (the "**Unpaid Contract Amounts**"). Subject to the Bankruptcy Court's subsequent determination of a different amount, the aggregate Unpaid Contract Amounts do not exceed $1,193,118.67. Subject to the Bankruptcy Court's subsequent determination of a different amount, except as set forth on Schedule 3.6(c), there are no other amounts that would constitute Cure Costs with respect to any Acquired Contract.

(d) Except as set forth on Schedule 3.6(d), there are no material Permits that relate to the Acquired Assets.

(e) There are no material prepaid expenses or deposits related to the Acquired Assets.

Section 3.7 Litigation.

As of the date hereof, (a) there is no Legal Proceeding pending or, to the Knowledge of Seller, threatened against Seller or its Affiliates with respect to the Exploitation of the Acquired Technology or the Acquired Assets before any arbitrator, mediator or Governmental Authority, and (b) no Legal Proceedings are pending or, to the Knowledge of Seller, threatened against Seller or its Affiliates that would adversely affect the ability of (i) Seller to consummate the

Contemplated Transactions or (ii) Buyer to Exploit the Acquired Technology and Acquired Intellectual Property following the Closing without interruption. Neither the Exploitation of any Acquired Technology nor any Acquired Asset is subject to or in breach or violation of any outstanding Governmental Order or settlement issued or approved by any Governmental Authority. There are no Legal Proceedings pending in which Seller is the plaintiff or claimant and that relate to the Exploitation of the Acquired Assets or the Acquired Technology.

Section 3.8 Absence of Changes or Events.

Since January 1, 2024, there has been no change, occurrence, circumstance or event that has resulted in, or would reasonably be expected to result in, a Material Adverse Effect.

Section 3.9 Compliance with Laws; Regulatory Compliance.

(a) (i) Seller and its Affiliates are and have been, and (ii) the Exploitation of the Acquired Technology and the Acquired Assets is and has been, conducted in compliance with any Law or Governmental Order that is applicable to the Exploitation of the Acquired Technology and the Acquired Assets.

(b) With respect to the Acquired Technology and the Acquired Assets:

(i) Seller and its Affiliates have obtained and have held and do hold, all necessary and applicable Permits required by any Governmental Authority or Law to Exploit the Acquired Technology and the Acquired Assets for any activities they have conducted to date. Such necessary and required Permits to Exploit the Acquired Technology and the Acquired Assets are listed on Schedule 3.9(b)(i) and such Permits are in full force and effect;

(ii) Seller and its Affiliates are, and have been, in material compliance with all terms and conditions of such necessary and applicable Permits under clause (i) for such Exploitation activities and with all applicable legal requirements pertaining to such activities, with respect to the Acquired Technology and the Acquired Assets which are not required to be the subject of a Permit; and

(iii) Seller and its Affiliates are, and have been, in compliance in all material respects with all legal requirements regarding registration, license or certification for each site at which any Acquired Technology is manufactured.

(c) None of Seller or any of its Affiliates have, and, to the Knowledge of Seller, no other Person has received from any Governmental Authority any written notice of, or been charged by any Governmental Authority with, the violation of or Liability under any Laws with respect to any Acquired Technology or Acquired Assets. None of Seller or any of its Affiliates are, and, to the Knowledge of Seller, no other Person is under investigation with respect to a material violation of or Liability under any Laws as it relates to any Acquired Technology or Acquired Assets.

(d) No human clinical trials have been conducted in connection with any Acquired Technology or Acquired Asset since 2011. All human clinical trials conducted by or on behalf of Seller or any of its Affiliates and, to the Knowledge of Seller, all other human

clinical trials conducted in connection with any Acquired Technology or Acquired Asset, have been conducted in material compliance with research protocols and all applicable Laws. No clinical trial conducted in connection with any Acquired Technology or Acquired Asset has been terminated or suspended prior to completion, and neither the FDA nor any other applicable Governmental Authority, clinical investigator that has participated or is participating in, or institutional review board that has or has had jurisdiction over, a clinical trial conducted in connection with any Acquired Technology or Acquired Asset has commenced, or, to the Knowledge of Seller, threatened to initiate, any action to place a clinical hold order on, or otherwise terminate, delay or suspend, any proposed or ongoing clinical investigation conducted or proposed to be conducted in connection with any Acquired Technology. All preclinical studies and other studies and tests conducted by or on behalf of Seller or its Affiliates and, to the Knowledge of Seller, all other preclinical studies and other studies and tests conducted in connection with the Acquired Technology and Acquired Assets have been and are being (as applicable), conducted in material compliance with research protocols and all applicable Laws.

(e) None of Seller or any of its Affiliates have, and, to the Knowledge of Seller, no other Person has, with respect to any Acquired Technology or Acquired Asset, (i) been subject to a Governmental Authority shutdown or import or export prohibition or (ii) received any FDA Form 483, or other notice of inspectional observations, "warning letters," "untitled letters" or written requests or requirements to make any change to any product candidate or any of Seller's or its Affiliates or such other Person's processes or procedures, or any similar correspondence from any Governmental Authority in respect of any Acquired Technology or Acquired Asset alleging or asserting noncompliance with any applicable Law, permit or any such requests or requirements of a Governmental Authority and, to the Knowledge of Seller, no Governmental Authority is considering such action. As of the date hereof, none of Seller or any of its Affiliates have, and to the Knowledge of Seller, no other Person has voluntarily or involuntarily initiated, conducted, or issued, or caused to be initiated, conducted, or issued, any public notice or action relating to an alleged lack of safety or efficacy or material regulatory compliance with respect to any compound, product or therapy containing any Acquired Technology or otherwise arising from any Acquired Asset.

(f) All compounds, products and therapies including, incorporating or otherwise arising from the Exploitation of any Acquired Technology or Acquired Asset, if any, that are, as of the date hereof, subject to the jurisdiction of the FDA or Governmental Authorities in other jurisdictions are being manufactured, imported, exported, processed, developed, labeled, stored, and tested by or on behalf of Seller or any of its Affiliates or, to the Knowledge of Seller, by or on behalf of any other Person, in material compliance with all applicable requirements under any Permit or applicable Law. To the extent applicable in connection with the Exploitation of any Acquired Technology or Acquired Asset, all applications, notifications, submissions, information, claims, reports and statistics, and other data and conclusions derived therefrom, utilized as the basis for or submitted in connection with any and all requests for a Permit from the FDA or other applicable Governmental Authority relating to such Acquired Technology or Acquired Asset, when submitted to the FDA or other applicable Governmental Authority by or on behalf of Seller or any of its Affiliates and, to the Knowledge of Seller, those submitted by or on behalf of any other Person, were true, complete and correct in all material respects as of the date of submission and any necessary or required updates, changes, corrections or modifications to such applications, submissions, information and data have been submitted to the FDA or other applicable

Governmental Authority. None of Seller or any of its Affiliates and, to the Knowledge of Seller, no other Person, has received any notice or other communication, in writing, via telephone or other forms of rapid communication, from any Governmental Authority requiring, or threatening to require, the termination or suspension or investigation of any pre-clinical studies of any such compound, product or therapy. There are no investigations, suits, claims, actions or proceedings pending or threatened in writing against Seller or its Affiliates or, to the Knowledge of Seller, any other Person with respect to any compound, product or therapy containing any Acquired Technology or otherwise arising from any Acquired Asset, or alleging any material violation by Seller or its Affiliates or any other Person with respect to any such compound, product or therapy of any such Law.

(g) With respect to the Acquired Technology and the Acquired Assets, none of Seller or any of its Affiliates or any of its or their officers, Service Providers or agents, or, to the Knowledge of Seller, any clinical investigator or other third party involved in the Exploitation of any Acquired Technology or Acquired Asset, has (i) made an untrue statement of a material fact or fraudulent statement to any Governmental Authority, (ii) failed to disclose a material fact required to be disclosed to any Governmental Authority, or (iii) committed an act, made a statement, or failed to make a statement, including with respect to any scientific data or information, that, at the time such disclosure was made or failure to disclose occurred, would reasonably be expected to provide a basis for the FDA to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Fed. Reg. 46191 (Sept. 10, 1991), and any amendments thereto, or any similar policy or any other statute or regulation regarding the communication or submission of false information to any applicable Governmental Authority. None of Seller or any of its Affiliates or any of its or their officers, Service Providers, agents or, to the Knowledge of Seller, any clinical investigator or other third party involved in the Exploitation of any Acquired Technology or Acquired Asset, is or has been convicted of any crime or engaged in any conduct that has resulted in, or would reasonably be expected to result in, debarment from participation in any program related to pharmaceutical products pursuant to 21 U.S.C. Section 335a (a) or (b).

Section 3.10 Employee Matters.

(a) No Liabilities relating to any Service Provider are included in the Assumed Liabilities.

(b) Seller has provided Buyer a copy of the Employee Census that is true and accurate as of the date of this Agreement.

(c) Except as set forth in Schedule 3.10(c), in the past three (3) years, Seller has not experienced a "plant closing" or "mass layoff" (as defined in the WARN Act) with respect to the Acquired Intellectual Property business to which there is any unsatisfied Liability.

(d) Seller and its Affiliates are in compliance in all material respects with all applicable Laws respecting employment and labor to the extent they relate to the Employees or current or former employees of Seller or its Affiliates with respect to the Acquired Intellectual Property business, including those related to wages and hours (including minimum wage and overtime Laws and wage payment Laws), collective bargaining, unemployment

insurance, workers' compensation, classification, hiring, termination, immigration, retaliation, harassment and discrimination, disability rights and benefits, affirmative action, and employee layoffs, employee notification, leave, health and safety, and child labor.

(e) Neither Seller nor any of its Affiliates is a party to or bound by any Collective Bargaining Agreement. No labor union, labor organization, or employee representative body has been certified or recognized as the representative of any Employee or the Acquired Intellectual Property business. There are no pending or, to the Knowledge of Seller, threatened organizational campaigns, card solicitations, petitions, or other unionization activities with respect to any Employee or the Acquired Intellectual Property business. There is no pending or, to the Knowledge of Seller, threatened labor strike, slowdown, work stoppage, lockout, or other material labor dispute affecting any Employees or the Acquired Intellectual Property business.

(f) There are no pending or, to the Knowledge of Seller, threatened actions against Seller or any of its Affiliates brought by or on behalf of or with regard to any Employee or by any Governmental Authority relating to any Employee, including any charge, complaint, claim, investigation, or proceeding relating to alleged employment discrimination, harassment, retaliation, wage and hour violations, unfair labor practices, occupational safety violations, or workers' compensation claims.

(g) None of Seller or its Affiliates has entered into any Contract prohibiting or limiting any Employee from accepting employment or otherwise engaging to provide services to Buyer or any of its Affiliates.

Section 3.11 Benefit Plans.

(a) There are no Seller Plans, or Liabilities related thereto, included in the Acquired Assets or Assumed Liabilities.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions, will, either alone or in combination with another event: (i) materially increase the amount of any compensation or benefits due to any Employee; (ii) accelerate the timing of payment, vesting or funding of any material compensation or benefits to any Employee; (iii) entitle any Employee to any payment of compensation; or (iv) result in any Employee who is a "disqualified individual" of Seller or its Affiliates receiving any "excess parachute payment" (as each such term is defined in Section 280G of the Code), determined without regard to any arrangements that may be implemented by, or at the direction of, Buyer or any of its Affiliates.

(c) No Seller Plan is, and neither Seller nor any ERISA Affiliate has, or has had in the past six (6) years, any current or contingent Liability with respect to (i) a plan or arrangement that is subject to Title IV of ERISA, Section 302 of ERISA or Section 412 of the Code, including a "multiemployer plan" as defined in Section 3(37) of ERISA, or (ii) a plan that provides post-retirement health, welfare or life insurance benefits to any Service Provider (other than health continuation coverage required by law).

(d) No "prohibited transaction" (within the meaning of Section 406 of ERISA or Section 4975 of the Code) has occurred with respect to any Seller Plan that would reasonably be expected to result in a Liability to Seller.

Section 3.12 Taxes.

(a) All material Tax Returns required to be filed by Seller or any Affiliated Group of which Seller is or was a member with respect to the Acquired Assets or the Assumed Liabilities have been duly and timely filed (taking into account applicable extensions) and all such Tax Returns are true, correct and complete in all material respects. Seller has paid (or caused to be paid) all Taxes with respect to the Acquired Assets or the Assumed Liabilities that are due and payable.

(b) Seller (i) is not currently the beneficiary of any extension of time within which to file any Tax Return in respect of a material amount of Taxes other than extensions of time to file Tax Returns obtained in the ordinary course of business and (ii) has not waived any statute of limitations in respect of material Taxes, in each case, with respect to the Acquired Technology, the Acquired Assets or the Assumed Liabilities.

(c) There is no Tax Contest now proposed in writing or, to the Knowledge of Seller, pending against or with respect to the Acquired Assets or the Assumed Liabilities. All deficiencies asserted or assessments made by any Taxing Authority with respect to the Acquired Assets or the Assumed Liabilities have been fully paid, settled or withdrawn. There are no outstanding extensions or waivers of the statutory period of limitation applicable to any claim for, or the period for the collection or assessment of, Taxes with respect to the Acquired Assets or the Assumed Liabilities.

(d) No Acquired Contract is a Tax allocation, Tax sharing, Tax indemnification or similar Contract that would, in any manner, bind, obligate or restrict Buyer or its Affiliates (or the Acquired Assets).

(e) There are no Liens for Taxes on the Acquired Assets, except for Permitted Liens.

(f) Seller has withheld all material amounts of Taxes relating to the Acquired Technology, the Acquired Assets and the Assumed Liabilities as are required to be withheld under applicable Law and has timely paid or remitted all such Taxes to the appropriate Governmental Authority.

(g) No written claim has been received from any Governmental Authority in a jurisdiction in which Seller does not currently file a Tax Return that such Seller may be subject to Tax in such jurisdiction with respect to the Acquired Technology, the Acquired Assets or the Assumed Liabilities.

Section 3.13 Intellectual Property.

(a) Schedule 3.13(a) sets forth a complete and accurate list of all registered and pending applications for registration of Intellectual Property included in the

Acquired Intellectual Property (each such item of Intellectual Property required to be set forth on Schedule 3.13(a), the "**Registered IP**"). Schedule 3.13(a) lists (i) the owner of record for each item of Registered IP, (ii) the jurisdictions in which each item of Registered IP has been issued, registered, otherwise arises or in which any such application for such issuance and registration has been filed and (iii) the registration or application date, as applicable. Each item of Registered IP is subsisting and, to the extent registered or issued, is, to the Knowledge of Seller, valid and enforceable. All necessary registration, maintenance, renewal, and other relevant filing fees due through the Closing Date in connection with the Registered IP have been timely paid or will be timely paid by the Closing Date and all necessary Documents and certificates in connection with the Registered IP have been timely filed or will be timely filed by the Closing Date with the relevant authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining the Registered IP in full force and effect. Except as set forth on Schedule 3.13(a), there are, as of the date of this Agreement, no filings, payments or similar actions that must be taken within sixty (60) days following the Closing Date for the purposes of obtaining, maintaining, perfecting or renewing any such registrations and applications.

(b) Seller or one of its Affiliates exclusively owns all of the Acquired Intellectual Property, free and clear of all Liens (other than Permitted Liens), and possesses legally sufficient, valid and enforceable rights pursuant to written agreements to use all Licensed Intellectual Property as such Intellectual Property is currently used in connection with the Exploitation of the Acquired Technology and the Acquired Assets in the businesses of Seller and each of its Affiliates. Without limiting the warranty in Section 3.4, the Acquired Intellectual Property and such Licensed Intellectual Property include all of the Intellectual Property used in, necessary and sufficient for the Exploitation of the Acquired Technology and the Acquired Assets. Except as set forth on Schedule 3.13(b), no third party has any joint ownership with Seller or any of its Affiliates in any inventions claimed by any issued Patents or pending claims in any applications for Patents included in the Acquired Intellectual Property (or, to the Knowledge of Seller, any Licensed Intellectual Property).

(c) Seller and each of its Affiliates evaluates promptly whether inventions within the Acquired Intellectual Property are patentable and, if so, Seller and its Affiliates has filed promptly patent applications with respect thereto, except where, in the exercise of reasonable business judgment, Seller or any of its Affiliates (as applicable) has decided not to file, or has decided to defer filing, a patent application on a potentially patentable invention. Seller and its Affiliates have complied with all Laws regarding the duty of disclosure, candor and good faith in connection with each Patent included in the Acquired Intellectual Property. No public disclosure or sale by Seller or any of its Affiliates or licensees has occurred which has rendered or would reasonably be expected to render any Patent contained in the Acquired Intellectual Property unenforceable or invalid.

(d) In the past six (6) years, neither the conduct of Seller's or its Affiliates' business with respect to the Acquired Technology nor their Exploitation of the Acquired Technology or the Acquired Intellectual Property has misappropriated, infringed or otherwise violated or is currently infringing, misappropriating or otherwise violating any Intellectual Property of any Person. Neither Seller nor any of its Affiliates has received any written notice from any Person (i) claiming any violation, misappropriation or infringement of the Intellectual Property of such Person or (ii) contesting the use, ownership, validity or enforceability of any of the

Acquired Intellectual Property. There is no action pending, or, to the Knowledge of Seller, threatened, against Seller or any of its Affiliates claiming or contesting any of the foregoing and neither Seller nor any of its Affiliates is aware of any basis for any such claim. No Acquired Intellectual Property is subject to any pending or outstanding judgment that restricts the use, transfer or registration of, or affects the validity or enforceability of, any such Acquired Intellectual Property.

(e) To the Knowledge of Seller, no Person has misappropriated, infringed or otherwise violated or is infringing, misappropriating or otherwise violating any Acquired Intellectual Property, and no such claim has been made against any other Person by Seller or any of its Affiliates. None of Seller or any of its Affiliates have given notice to any other Person of any of the foregoing.

(f) Seller and each of its Affiliates has taken commercially reasonable measures to maintain the confidentiality, secrecy and value of all material Know-How included in the Acquired Intellectual Property, and to prevent the unauthorized disclosure or use thereof. No such Know-How has been authorized to be disclosed or has been actually disclosed by Seller or any of its Affiliates to any Person other than pursuant to a written non-disclosure agreement or written confidentiality obligation restricting the disclosure and use of such Know-How, and to the Knowledge of Seller, no such Person is in default of any such agreement.

(g) No past or present founder, director, officer, employee, consultant or independent contractor of Seller or any of its Affiliates owns (or has any claim, or any right (whether or not currently exercisable) to any ownership interest, in or to) any Acquired Intellectual Property that is or could be material to the Exploitation of the Acquired Technology or the Acquired Assets. Each current and former founder, employee, officer and director of Seller or any of its Affiliates, each current and former independent contractor and consultant of Seller or any of its Affiliates, and any other Person who is or has been involved in the creation or development of any Intellectual Property for or on behalf of Seller or any of its Affiliates and claiming or covering any Acquired Technology or otherwise included in the Acquired Intellectual Property has executed a valid and enforceable written agreement (i) requiring such Person to maintain the confidentiality of all confidential information of Seller and its Affiliates, (ii) permitting such Person to use such information only for the benefit of Seller or its Affiliates in the scope of such Person's employment or engagement by Seller and its Affiliates (as the case may be) and (iii) containing a present assignment to Seller or one of its Affiliates of all rights, title and interest in and to all Intellectual Property created or developed for Seller or any of its Affiliates in the course of such Person's employment or retention thereby. There is no material uncured breach by Seller or any of its Affiliates, or to the Knowledge of Seller, the counterparty, under any such agreement. Seller has made available to Buyer copies of all such agreements (or Seller's forms thereof).

(h) Neither Seller nor any of its Affiliates is required to make any payments by way of royalties, fees or otherwise to any owner, licensor of, or other claimant to, any Acquired Intellectual Property, or any other Person, with respect to the use thereof or in connection with the Exploitation of any Acquired Technology or Acquired Intellectual Property.

(i) Schedule 3.13(i) sets forth a complete and accurate list of all Intellectual Property Licenses. Seller has delivered to Buyer true, correct and complete copies of

each Intellectual Property License, together with all amendments, modifications or supplements thereto.

(j) No funding, facilities, or personnel of any Governmental Authority or any university, college, or other educational institution, or research center are or were used, in whole or in part in the development of any Acquired Intellectual Property. No individual Person who contributed to the creation or development of any Acquired Intellectual Property has performed services for the government or a university, college, other educational institution or research center during a period of time during which such Person was also performing services for Seller or any of its Affiliates with respect to the Acquired Technology or any Acquired Intellectual Property in a manner that would result in such government, university, college, institution, or research center having rights or interests in or to the Acquired Technology or any Acquired Intellectual Property.

(k) Neither the execution of this Agreement nor the consummation of the Contemplated Transactions will result in (i) the loss or impairment of Buyer's right to own or use any of the Acquired Intellectual Property or the Acquired Technology or (ii) the payment of any additional consideration by Buyer for Buyer's right to own or use any of the Acquired Intellectual Property or the Acquired Technology.

Section 3.14 No Broker's or Finder's Fees.

No agent, broker, or finder acting on behalf of Seller or any of its Affiliates is or will be entitled to any broker's or finder's fee or any other commission or fee in connection with any of the Contemplated Transactions. Seller has provided to Buyer any and all engagement letters with banks related to sale of assets or bankruptcy.

Section 3.15 No Inducement or Reliance.

Seller has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Buyer (or its Affiliates, officers, directors, employees, agents or representatives) that are not expressly set forth in ARTICLE IV hereof, whether or not any such representations, warranties or statements were made in writing or orally.

Section 3.16 Disclaimer.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF ITS AFFILIATES, REPRESENTATIVES OR ADVISORS HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, TO BUYER OR ANY OTHER PERSON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY MADE BY SELLER IN THIS ARTICLE III. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO REPRESENTATION OR WARRANTY HAS BEEN MADE OR IS BEING MADE HEREIN TO BUYER OR ANY OTHER PERSON (A) AS TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY, WITH RESPECT TO ANY TANGIBLE ASSETS OR AS TO THE CONDITION OR WORKMANSHIP THEREOF OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT (OR ANY

OTHER REPRESENTATION OR WARRANTY REFERRED TO IN SECTION 2-312 OF THE UNIFORM COMMERCIAL CODE OF ANY APPLICABLE JURISDICTION), (B) WITH RESPECT TO ANY PROJECTIONS, FORECASTS, BUSINESS PLANS, ESTIMATES OR BUDGETS DELIVERED TO OR MADE AVAILABLE TO BUYER OR (C) WITH RESPECT TO ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE AT ANY TIME TO BUYER OR ANY OTHER PERSON.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 4.1 Organization and Good Standing.

Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware.

Section 4.2 Power and Authority.

Buyer has all requisite limited liability company power and authority to enter into, deliver and perform its obligations under the Transaction Agreements and to carry out the Contemplated Transactions. Buyer has duly authorized the execution and delivery of the Transaction Agreements and the Contemplated Transactions. Each of the Transaction Agreements constitutes a valid and binding obligation of Buyer, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

Section 4.3 No Conflict; No Violation of Laws.

The execution, delivery and performance by Buyer of each of the Transaction Agreements and the consummation of the Contemplated Transactions, and the compliance with or fulfillment of the terms, conditions or provisions hereof and thereof will not: (i) conflict with or result in the breach or violation of any provision of the Governing Documents of Buyer, (ii) conflict with or result in the breach or violation of (with or without notice or lapse of time or both) any Law applicable to Buyer or by which its properties are bound or affected, (iii) result in the creation of, or require the creation of, any Lien upon any of the assets of Buyer or (iv) require on the part of Seller or Buyer any notice to or filing with, or any authorization, consent or approval of, any Governmental Authority or any other Person except (A) in the cases of clauses (i), (ii) or (iii), to the extent such conflict, liability or Lien would not, individually or in the aggregate, adversely affect the ability of Buyer to perform its obligations under the Transaction Agreements and (B) in the cases of clause (iv), other than any notice or Consent for which the failure to make such notice or obtain such Consent would not reasonably be expected to adversely affect the ability of Buyer to perform its obligations under the Transaction Agreements.

Section 4.4 Litigation.

As of the date of this Agreement, there is no Legal Proceeding that is pending or, to the knowledge of Buyer, threatened against Buyer that in any manner challenges or seeks to prevent, enjoin, alter or delay the Contemplated Transactions.

Section 4.5 No Broker's or Finder's Fees.

No agent, broker, or finder acting on behalf of Buyer or any of its Affiliates is or will be entitled to any broker's or finder's fee or any other commission or fee in connection with any of the Contemplated Transactions.

Section 4.6 No Inducement.

Buyer has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller (or its Affiliates, officers, directors, employees, agents or representatives) that are not expressly set forth in ARTICLE III hereof (including the Disclosure Schedule), whether or not any such representations, warranties or statements were made in writing or orally.

Section 4.7 Disclaimer.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER BUYER NOR ANY OF ITS AFFILIATES, REPRESENTATIVES OR ADVISORS HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, TO SELLER OR ANY OTHER PERSON ANY REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY MADE BY BUYER IN THIS ARTICLE IV.

ARTICLE V
COVENANTS PRIOR TO CLOSING

Section 5.1 Conduct of Business.

(a) Except as otherwise required or contemplated by this Agreement, but in each case subject to the limitations on operations specifically imposed by the Bankruptcy Court, the Bankruptcy Code or the DIP Financing Agreement, during the period from the date of this Agreement to the Closing Date, Seller shall, except (i) as otherwise approved in writing by Buyer (such approval not to be unreasonably withheld, conditioned or delayed), (ii) as expressly provided in this Agreement or (iii) as required by applicable Law, use commercially reasonable efforts to (1) maintain the Acquired Assets and the Acquired Technology as they were on the date hereof and (2) comply with the requirements of the Acquired Contracts and any applicable Law.

(b) Without limiting the generality of the foregoing and except as required or contemplated by this Agreement or any other Transaction Agreement, including due to the limitations on operations specifically imposed by the Bankruptcy Court, the Bankruptcy Code or the DIP Financing Agreement, during the period from the date of this Agreement through the earlier of the Closing Date and the valid termination of this Agreement pursuant to ARTICLE

IX, except (x) as otherwise approved in writing by Buyer (such approval not to be unreasonably withheld, conditioned or delayed), (y) as expressly provided in this Agreement or (z) as required by applicable Law, Seller shall not take any of the following actions in relation to the Acquired Assets or the Acquired Technology:

(i) voluntarily incur any Liability that is not a Retained Liability other than (A) in the Ordinary Course, (B) in connection with the performance or consummation of the Contemplated Transactions, or (C) in connection with the winddown, cessation or discontinuation of any business, operations or activities of Seller that are not necessary for the operation or maintenance of the Acquired Assets or the consummation of the Contemplated Transactions;

(ii) divest, sell or otherwise dispose of, or encumber, any Acquired Assets other than dispositions of obsolete assets (other than Intellectual Property) with an aggregate fair market value not exceeding $5,000;

(iii) enter into, terminate or amend any Contract in connection with the Acquired Technology or the Acquired Assets that would have been required to be set forth in Schedule 3.6(a) if such Contract had been in effect on the date hereof (other than (A) terminations of Contracts as a result of the expiration of the term of such Contracts, or (B) renewals in the Ordinary Course);

(iv) enter into or amend any transaction or contract with an Affiliate related to the Acquired Technology or the Acquired Assets;

(v) settle or commence any claim, action, suit or Legal Proceeding relating to the Acquired Technology or the Acquired Assets, or otherwise fail to prosecute or defend any Intellectual Property-related Legal Proceedings;

(vi) fail to promptly notify Buyer of any third party challenge (including any inter partes review, post-grant review or covered business method review petition), regulatory default or other material adverse development with respect to any Acquired Intellectual Property or other Acquired Asset;

(vii) with respect to any Acquired Intellectual Property, fail to (A) diligently prosecute all pending Patent applications, continuations, continuations-in-part and divisionals (provided that Seller may extend due dates for pending Patent applications in the ordinary course of patent prosecution to the extent such extension would not result in the abandonment, loss or impairment of any Acquired Intellectual Property), (B) timely make and prosecute any Patent term extension and restoration filings, (C) pay any maintenance or similar fees, or (D) take any other actions necessary to prevent the abandonment, loss or impairment of any Acquired Intellectual Property;

(viii) sell, assign, license, sublicense, transfer, convey, abandon, dedicate to the public, or otherwise dispose of any Acquired Intellectual Property or terminate, amend, restate, supplement, waive or impair any rights under any Intellectual Property License, or grant or seek to grant any right or license to any other Person that would conflict with or otherwise impair any rights under any Intellectual Property License;

(ix) disclose (or authorize the disclosure of) any confidential or proprietary information included in the Acquired Intellectual Property, including any Know-How, other than in the Ordinary Course to a Person who is bound by valid written non-use and non-disclosure obligations;

(x) fail to maintain any confidentiality, invention assignment or non-disclosure protections with respect to any Acquired Intellectual Property or Acquired Asset;

(xi) fail to maintain in good standing all regulatory filings, approvals and designations, including to the extent applicable, INDs, NDAs/BLAs, orphan designations and DMFs, or receive notice of any FDA action, warning letter, recall or adverse event matter that could reasonably be expected to affect the value of any Acquired Intellectual Property or Acquired Asset without providing prompt written notice thereof to Buyer;

(xii) correspond or communicate with the FDA or any similar Governmental Authority in writing with respect to the Acquired Technology or the Acquired Assets without providing Buyer prior notice thereof;

(xiii) plan, initiate, supervise or conduct any preclinical and clinical trials with respect to the Acquired Technology (other than preclinical and clinical trials that were conducted, initiated or supervised in connection with the Acquired Technology prior to the date hereof);

(xiv) (i) terminate the employment of any Employee (unless Buyer has notified Seller that such Employee has expressly rejected a Hire Offer or such Employee has failed to satisfy Buyer's customary screening procedures) or (ii) take any action that is intended to, or would reasonably be expected to, discourage any Employee from accepting a Hire Offer;

(xv) except pursuant to an existing Seller Plan disclosed in Schedule 5.1(b)(xv), with respect to (or for the benefit of) any Employee: (A) increase the rate of base salary, wages, or other compensation payable; (B) grant or increase any bonus, incentive compensation, severance, retention, change-in-control, or termination pay or benefit; or (C) accelerate the vesting or payment of any compensation or benefit to such employee;

(xvi) take any action that would constitute a "plant closing" or "mass layoff" within the meaning of the WARN Act affecting the Employees or the Acquired Intellectual Property business;

(xvii) enter into any Collective Bargaining Agreement relating to, impacting, or binding on any Employee or the Acquired Intellectual Property business; or

(xviii) authorize, agree, resolve or consent to any of the foregoing.

(c) Nothing contained in this Agreement shall give to Buyer, directly or indirectly, rights to control or direct the operations of the Acquired Assets prior to the Closing Date. Prior to the Closing Date, Seller shall exercise, consistent with and subject to the terms and conditions of this Agreement and the DIP Financing Agreement, complete control and supervision of the Acquired Assets. Notwithstanding anything to the contrary in this Agreement, no consent

of Buyer shall be required with respect to any matter set forth in this Section 5.1 or elsewhere in this Agreement to the extent that the requirement of such consent would violate or conflict with applicable Law.

Section 5.2 Access to Information.

During the period from the date hereof and continuing until the earlier of the third (3rd) anniversary of the Closing Date or the effective date of the chapter 11 plan, Seller shall (a) give Buyer and its Representatives reasonable access to the employees, facilities and the books and records relating to the Acquired Assets as Buyer may reasonably request, (b) permit Buyer to make such inspections relating to the Acquired Assets as it may reasonably require, (c) during such period furnish as promptly as practicable to Buyer any information concerning the Acquired Assets that Buyer may reasonably request and (d) provide Buyer copies of all variance reports, budgets, financial documents and other information provided pursuant to the DIP Financing Agreement or any other debtor-in-possession financing agreement; provided, however, that such access or furnishing of information shall be conducted at Buyer's expense, during normal business hours, under the supervision of Seller's personnel, in such a manner that does not unreasonably interfere with the normal operations and conduct of business of Seller, and Buyer and its Representatives shall give reasonable prior notice of all such access and visits to a designated officer of Seller. Notwithstanding anything to the contrary set forth in this Agreement, (a) Buyer shall not have access to (i) personnel records of Seller relating to individual performance or evaluation records, medical histories, or (ii) information that, in Seller's reasonable opinion, Seller is under a contractual or legal obligation not to supply, and (b) Seller shall not be required to take any action that would constitute a waiver of attorney client or other privilege or would compromise Seller's confidential information not related to the Acquired Assets; provided that, in the case of clause (a)(ii) and (b), Seller shall use commercially reasonable efforts to work in good faith with Buyer to determine a manner to provide such information or access in a manner that would not violate such obligations or waive such privilege.

Section 5.3 Satisfaction of Conditions Precedent.

Subject to the terms and conditions set forth herein and to applicable legal requirements, including the limitations on operations specifically imposed by the Bankruptcy Court, the Bankruptcy Code or the DIP Financing Agreement, each of the parties shall cooperate and use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action, and do, or cause to be done, and assist and cooperate with the other parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Contemplated Transactions, including the satisfaction of the respective conditions set forth in ARTICLE VI.

Section 5.4 Further Assurances; Consents of Third Parties; Governmental Approvals.

Subject to the limitations on operations specifically imposed by the Bankruptcy Court, the Bankruptcy Code or the DIP Financing Agreement, Seller and Buyer shall cooperate with the other party and use their respective reasonable best efforts to promptly take, or cause to be taken, all actions, and do, or cause to be done, all things, necessary, proper or advisable

to cause the conditions to Closing to be satisfied as promptly as practicable and to consummate the Contemplated Transactions; provided, however, that (other than as set forth in Section 5.5) such action shall not include any requirement of Buyer, Seller or any of their respective Affiliates or Representatives to pay money to any third party, commence or participate in any Legal Proceeding or offer or grant any accommodation (financial or otherwise) to any third party. Without limiting the foregoing, prior to the Closing, each party shall use its reasonable best efforts to (a) obtain any Consents from, and provide such notices to, Governmental Authorities and third parties under the Acquired Contracts as are required and reasonably necessary to effect the consummation of the Contemplated Transactions or accomplish the assignment of the Acquired Contracts to Buyer and (b) lift any injunction prohibiting, or any other legal bar to, the consummation of the Contemplated Transactions.

Section 5.5 Regulatory Filings and Cooperation; Filing Fees.

(a) In addition to its obligations under Section 5.4, each of the parties shall, and shall cause its Affiliates to, use commercially reasonable efforts to prepare and file, as promptly as practicable after the date hereof, all notices, reports, and other documents required to be filed by it or any of its Affiliates with any Governmental Authority with respect to the Contemplated Transactions.

(b) Each of Seller and Buyer shall, and shall cause its Affiliates to: (i) cooperate in good faith and in a timely manner with any Governmental Authority in connection with any review, investigation, or inquiry relating to the Contemplated Transactions, including by promptly responding to any request for information or documentation from any Governmental Authority; (ii) promptly notify the other party in writing of any communication received by it or any of its Affiliates from any Governmental Authority relating to the Contemplated Transactions and, to the extent permitted by applicable Law and such Governmental Authority, provide the other party with copies of all written communications and a summary of all material oral communications with any Governmental Authority relating thereto; (iii) to the extent permitted by applicable Law, permit the other party and its counsel a reasonable opportunity to review in advance, and consider in good faith the reasonable comments of such other party with respect to, any proposed written communication to any Governmental Authority relating to the Contemplated Transactions; and (iv) not independently participate in any substantive meeting, discussion or telephone call with any Governmental Authority in respect of any filing, investigation or inquiry relating to the Contemplated Transactions without giving the other party reasonable prior written notice thereof and, to the extent permitted by such Governmental Authority, the opportunity to attend and participate therein.

(c) All filing fees incurred in connection with the submission of any filing or notice required under this Section 5.5 shall be borne solely by Buyer.

Section 5.6 Outbound License Agreements.

Seller shall not amend, modify, terminate, extend, renew or waive any provision of an Outbound License Agreement, or release or assign any material right of Seller or its Affiliates under an Outbound License Agreement, or otherwise enter into any agreement to do any of the foregoing, in each case, in any manner that would purport to impose any encumbrance on any of

the rights assigned to Buyer hereunder as of the Closing, expand the scope of the rights or licenses granted to any Outbound Licensee beyond the scope of such rights or licenses as they exist as of the date of this Agreement, or otherwise interfere with Buyer's exercise of its right to Exploit the Acquired Technology and the Acquired Intellectual Property. Prior to the Closing, to the extent Buyer and the applicable Outbound Licensee have not entered into a new or amended license agreement in form and substance acceptable to Buyer in its sole discretion, Seller shall seek entry of an order or orders of the Bankruptcy Court authorizing the rejection of such Outbound License Agreements pursuant to Section 365 of the Bankruptcy Code. Such rejection shall be effective no later than the Closing. Seller shall use best efforts to obtain entry of the Sale Order including the Non-Compete Finding and providing that Buyer shall have no successor liability with respect to any obligations of Seller or its Affiliates under any Outbound License Agreement.

Section 5.7 Intellectual Property Matters.

(a) With respect to each issued patent or pending patent application included in the Acquired Intellectual Property that currently lists Seller's former corporate name "Sangamo BioSciences, Inc." as the assignee, prior to the Closing, Seller shall (a) make the requisite filings with the United States Patent and Trademark Office and relevant authorities in foreign jurisdictions to record Seller's current corporate name ("Sangamo Therapeutics, Inc.") as the assignee of each such patent or pending patent application, and (b) provide written documentation to Buyer evidencing the same.

(b) Prior to the Closing, Seller shall (i) record all applicable executed inventor assignments with the United States Patent and Trademark Office for the following patents and patent applications: (1) U.S. patent application no. 62/378,978 for ENGINEERED TARGET SPECIFIC NUCLEASES (assignments from Edward J. Rebar and Jeffrey C. Miller); (2) U.S. patent application no. 62/433,981 for ENGINEERED TARGET SPECIFIC NUCLEASES (assignments from Edward J. Rebar and Jeffrey C. Miller); (3) PCT/US2026/024034 for FITNESS MATURATION OF A BLOOD-BRAIN BARRIER PENETRANT AAV CAPSID (assignments from assignments from Edward J. Rebar and Jeffrey C. Miller); (4) U.S. patent application no. 64/064,988 for STAC-BBB POTENCY ASSAY (assignments from Edward J. Rebar and Jeffrey C. Miller); and (ii) provide written documentation to Buyer evidencing the same.

ARTICLE VI
CONDITIONS PRECEDENT TO THE CLOSING

Section 6.1 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the Contemplated Transactions is subject to the satisfaction (or written waiver by Buyer) of each of the following conditions:

(a) the Bankruptcy Court shall have entered the Bidding Procedures Order, and the Bidding Procedures Order shall be a Final Order;

(b) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be a Final Order;

(c) (i) the representations and warranties of Seller set forth in this Agreement other than the Fundamental Representations, the Intermediate Representations and Section 3.8 (Absence of Changes or Events) shall be true and correct (disregarding for this purpose all qualifications or exceptions in such representations and warranties relating to materiality or Material Adverse Effect) on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties that address matters only as of a specific date, which representations and warranties shall be true and correct as of such specific date), except where the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; (ii) the Intermediate Representations applicable to Seller shall be true and correct in all material respects on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties that address matters only as of a specific date, which representations and warranties shall be true and correct in all material respects as of such specific date); (iii) the Fundamental Representations applicable to Seller shall be true and correct in all respects other than *de minimis* inaccuracies on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties that address matters only as of a specific date, which representations and warranties shall be true and correct in all respects other than *de minimis* inaccuracies as of such specific date); and (iv) the representations and warranties of Seller set forth in Section 3.8 (Absence of Changes or Events) shall be true and correct on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date;

(d) Seller shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date;

(e) Seller shall have delivered to Buyer the items set forth in Section 2.6(a);

(f) no Governmental Order or Law shall be in effect that restrains, enjoins or otherwise prohibits the consummation of the Contemplated Transactions;

(g) with respect to each Outbound License Agreement that contains an Outbound License Non-Compete, either (i) the Sale Order shall order that each such Outbound License Agreement is rejected and also include the Non-Compete Finding, or (ii) Buyer and such Outbound Licensee shall have entered into a new or amended license agreement, in form and substance acceptable to Buyer in its sole discretion;

(h) Seller shall have paid, to each applicable counterparty to each Acquired Contract, all applicable Cure Costs;

(i) no Material Adverse Effect shall have occurred after the date of this Agreement that is continuing; and

(j) the Bankruptcy Court shall have entered the Interim DIP Order and the Final DIP Order.

Section 6.2 Conditions to Obligations of Seller and Seller Subsidiaries. The obligation of Seller and the Seller Subsidiaries to consummate the Contemplated Transactions is subject to the satisfaction (or written waiver by Seller) of each of the following conditions:

(a) the Bankruptcy Court shall have entered the Sale Order, and the Sale Order shall be a Final Order;

(b) the representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects (disregarding for this purpose all qualifications or exceptions in such representations and warranties relating to materiality or Material Adverse Effect) on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date (except for representations and warranties that address matters only as of a specific date, which representations and warranties shall be true and correct as of such specific date);

(c) Buyer shall have performed and complied in all material respects with all covenants required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date;

(d) Buyer shall have delivered to Seller the items set forth in Section 2.6(b); and

(e) no Governmental Order or Law shall be in effect that restrains, enjoins or otherwise prohibits the consummation of the Contemplated Transactions.

ARTICLE VII
OTHER COVENANTS AND AGREEMENTS

Section 7.1 Omitted Assets; Wrong Pockets.

(a) If, after the Closing, Buyer or Seller becomes aware that any asset or right that constitutes an Acquired Asset (other than a Contract, which shall be governed by Section 2.11) was not delivered to Buyer at Closing (collectively, "**Omitted Assets**"), then Seller shall, and shall cause its Affiliates to, promptly transfer such Omitted Assets to Buyer for no additional consideration, and if such transfer is not legally permissible, then Seller shall, and shall cause its Affiliates, to obtain or structure an arrangement for Buyer to receive (or for Seller and its Affiliates to enforce for the benefit of Buyer), whether by license or sub-license (which shall be perpetual, exclusive, irrevocable, worldwide and fully paid), sub-assignment or by other means, the economic and operational claims, rights and benefits of ownership of such Omitted Assets, including the net profits from the operation or subsequent sale of such Omitted Assets, and including the right to manage and control such Omitted Assets, in each case for no additional consideration. If, after the Closing, Buyer or Seller becomes aware that Buyer has in its possession any assets or rights that constitute Retained Assets or Liabilities that constitute Retained Liabilities that were inadvertently conveyed to Buyer, then Buyer shall, and shall cause its Affiliates to, use commercially reasonable efforts to deliver such Retained Assets or Retained Liabilities, as applicable, to Seller for no consideration.

(b) If, after the Closing, Seller or an Affiliate thereof receives any payments or amounts (including by set-off or otherwise) under or with respect to any Acquired Assets, Seller shall promptly pay such amount received by wire transfer of immediately available funds to an account or accounts designated by Buyer. If, after the Closing, Buyer or an Affiliate thereof receives any payments or amounts (including by way of set-off or otherwise) that constitute Retained Assets, Buyer shall promptly pay such amount received by wire transfer of immediately available funds to an account or accounts designated by Seller.

(c) The parties shall reasonably cooperate to effect any arrangements described in this Section 7.1 in a manner that is Tax efficient for the parties and their respective Affiliates, including by treating the Person initially in possession of any such payment after the Closing as holding such payment as an agent or nominee for the transferee thereof for all applicable Tax purposes to the extent permitted by applicable Law.

Section 7.2 Intellectual Property and Technology Matters.

(a) Non-Exclusive License to Retained Intellectual Property; Right of Reference. Seller hereby grants, on behalf of itself and its Affiliates, to Buyer and its Affiliates, (i) a perpetual, non-exclusive, transferable, irrevocable, sublicensable (through multiple tiers), worldwide, royalty-free and fully paid license under the Retained Intellectual Property, excluding the Retained Intellectual Property set forth in Schedule 7.2(a), to the extent useful to Exploit the Acquired Technology and the Acquired Assets for any and all uses and purposes, including the diagnosis, prevention and treatment of any and all diseases in humans or animals; and (ii) a worldwide, perpetual, irrevocable, transferable, sublicensable (through multiple tiers) right of reference to any regulatory filings, data and information controlled by Seller or any of its Affiliates (or a successor-in-interest of any such Person) that were generated by or on behalf of Seller or any of its Affiliates or licensees in connection with the Acquired Assets to the extent necessary or useful to support regulatory filings for products Exploited by Buyer or any of its Affiliates or licensees using the Acquired Technology or Acquired Assets.

(b) License to Retained Program Purchasers; License to Seller. (i) Buyer shall negotiate in good faith with each purchaser of a Retained Program the terms of an agreement pursuant to which Buyer would grant to such purchaser a royalty-free, fully paid-up non-exclusive license in the territory in which the applicable purchaser has acquired the rights with respect to the applicable Retained Program, with the right to sublicense in accordance with terms to be set forth in such agreement, under Buyer's rights in Acquired Intellectual Property set forth in Schedule 7.2(b), in form and substance acceptable to Buyer in its reasonable discretion; provided, that Buyer will not unreasonably refuse to enter into such agreement. (ii) Buyer hereby grants to Seller a limited, non-exclusive, non-transferable license to use applicable Acquired Intellectual Property previously used in an Existing Clinical Trial solely to the extent necessary to complete or wind-down such Existing Clinical Trial. Such license shall be sublicensable solely to the primary investigator conducting such Existing Clinical Trial and shall automatically terminate upon the completion of such Existing Clinical Trial.

(c) Technology Transfer. Seller shall, at no additional charge and within twenty (20) days after the Closing (provided that, with respect to any tangible goods, Buyer has provided in writing a shipping destination and its confirmation of readiness to receive such

shipment(s)), effect a technology transfer to Buyer that shall include all of the following, in each case, to the extent related to the Acquired Assets and owned or controlled by Seller or any of its Affiliates (including any of the following in the possession of any vendor, contractor or service provider (including any contract research organization or contract development and manufacturing organization of Seller or any of its Affiliates) (a "**Seller Contractor**")): (a) all then-existing Know-How; (b) all data, results and other information associated with the foregoing; (c) all manufacturing processes, including any protocols for manufacturing any Acquired Technology; and (d) all manufacturing data, information and services of Seller Contractors (the "**Transferred Technology**"). Commencing on the date hereof, Seller shall, and shall cause its Affiliates and Seller Contractors to identify, collect, organize and prepare all Transferred Technology so as to enable the prompt and complete transfer thereof to Buyer within twenty (20) days after the Closing (provided that, with respect to any tangible goods, Buyer has provided in writing a shipping destination and its confirmation of readiness to receive such shipment(s)). For a period of up to twenty (20) Business Days after the completion of the transfer of the Transferred Technology, and at no additional charge, Seller shall provide technical assistance to Buyer, including in-person, telephonic or electronic consultation with then-current employees of Seller or its Affiliates knowledgeable with respect to the Acquired Intellectual Property and access to any relevant Documents, tangible research materials or information systems, and upon Buyer's reasonable request, Seller shall facilitate introductions between Buyer and any Seller Contractor in possession of any of the foregoing, including applicable Know-How, data, results, information or materials.

(d) Further Assurances. Seller shall, and shall cause its Affiliates and use commercially reasonable efforts to cause its and their Service Providers to, execute any documents reasonably requested by Buyer to confirm and perfect Buyer's ownership of the Acquired Intellectual Property, and shall use commercially reasonable efforts to facilitate access by Buyer to Service Providers of Seller or its Affiliates who may have information useful for the prosecution, maintenance and enforcement of the Acquired Intellectual Property.

Section 7.3 Publicity.

(a) Buyer and Seller shall jointly prepare and mutually agree upon the initial press release regarding this Agreement and the Contemplated Transactions, which shall be issued at such time and in such form as the parties mutually agree. Following the issuance of such initial press release, neither Buyer nor Seller shall issue or make any subsequent press release, public announcement, or other public communication with respect to this Agreement or the Contemplated Transactions without the prior written consent of the other party, except (i) as required by applicable Law or (ii) as expressly permitted pursuant to Section 7.3(c); provided, that the party proposing to issue any press release or similar public announcement or communication in compliance with any such disclosure obligations shall use commercially reasonable efforts to consult in good faith with the other party regarding the form and content of such disclosure and to incorporate any reasonable comments of the other party prior to the issuance thereof.

(b) Except as required by applicable Laws, no party to this Agreement shall publicly disclose a copy of this Agreement, furnish a copy of this Agreement, disclose the terms of this Agreement to any third party or issue any press release or make any public statement regarding the Contemplated Transactions without the prior written consent of the other party. Notwithstanding the foregoing, either party shall be permitted to make any public statement or

filing without the prior written consent of the other party, only if such disclosure is (i) required by applicable Laws or the requirements of the SEC, NASDAQ or the New York Stock Exchange, the IRS, state taxing authority or comparable foreign authorities or markets or (ii) expressly permitted pursuant to Section 7.3(c). Notwithstanding anything in this Agreement to the contrary, following the Closing, each of Buyer and Seller shall be permitted to disclose information to employees, advisors, agents or consultants of Buyer or Seller, as applicable, in each case who have a need to know such information, provided that such persons are advised of the confidential nature of the information so disclosed and agree to keep such information confidential.

(c) Permitted Bankruptcy Disclosures.

Notwithstanding the foregoing restrictions in Section 7.3(a) and Section 7.3(b), Seller shall be permitted, without the prior written consent of Buyer, to make any commercially reasonable public announcement, press release, court filing, notice, or other public communication (each, a "**Bankruptcy Disclosure**") that:

(i) is required by the Bankruptcy Court, any Order of the Bankruptcy Court (including the Bidding Procedures Order), or any provision of the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure;

(ii) relates to the marketing of the Acquired Assets, the solicitation of Qualified Bids (as such term is defined in the Bidding Procedures), the auction (if any) to be conducted pursuant to the Bidding Procedures Order, the Bidding Procedures, the auction timeline or schedule, the Sale Hearing, or the deadline for submitting Qualified Bids, in each case solely as contemplated by or consistent with the proposed Bidding Procedures substantially in the form of Exhibit F and with the Bidding Procedures Order once entered by the Bankruptcy Court; or

(iii) constitutes a filing with, notice or submission to or communication directed to the Bankruptcy Court or any party in interest in the Bankruptcy Case.

Notwithstanding the foregoing, with respect to any Bankruptcy Disclosure that Seller proposes to make pursuant to this Section 7.3(c), Seller shall use reasonable efforts to provide Buyer with at least two (2) Business Days' prior written notice of such proposed Bankruptcy Disclosure, together with a copy of the proposed disclosure or announcement. Buyer shall have the right to provide written comments on such proposed Bankruptcy Disclosure within such notice period, and Seller shall consider any such comments in good faith prior to the issuance thereof.

Section 7.4 Employment Matters.

(a) Hire Offers. Subject to such Person's completion of Buyer's customary screening procedures to the reasonable satisfaction of Buyer, Buyer shall, or shall cause a Buyer Affiliate to, offer employment (a "**Hire Offer**") to each Person listed on Schedule 7.4(a) (an "**Employee**") that is effective on the Closing Date and contingent on (i) the Closing and (ii) the Employee's resignation from all positions and employment with Seller and its Affiliates. Each Hire Offer shall be on such terms and conditions as established by Buyer or any Buyer Affiliate in its sole discretion. Buyer shall not unreasonably withhold satisfaction of screening with respect to

any Employee. Seller and its Affiliates shall, if requested, cooperate in good faith with and provide reasonable assistance to Buyer and its Affiliates in its or their efforts to make Hire Offers, including by using reasonable best efforts to (A) make each Employee reasonably accessible to meet and interview with Buyer or its Affiliates, and (B) otherwise facilitate Buyer's and its Affiliates' interview and evaluation processes. Each Employee who receives and accepts a Hire Offer and commences employment with Buyer or its Affiliate is referred to herein as a "**Hired Employee**". Buyer will notify Seller by the Closing Date with respect to whether each Hire Offer has been accepted or rejected. Seller shall retain all Liabilities relating to, or arising out of, any termination of employment with Seller or its Affiliates of any employee of Seller and its Affiliates who does not become a Hired Employee, in each case, whether under any Seller Plan or any applicable Law.

(b) WARN Act Compliance. On or before the Closing Date, Seller shall provide a list of the names and sites of employment of any and all employees who have experienced, or are expected to experience, an "employment loss" or "layoff" (as defined by the WARN Act) within ninety (90) days prior to the Closing Date. Seller shall update this list as reasonably requested up to and including the Closing Date. Seller shall be solely responsible for providing any notice required by, and any and all Liabilities arising under, the WARN Act relating to any employee of Seller or its Affiliates whose employment is terminated by Seller or its Affiliates prior to, upon, or following the Closing. Buyer or its Affiliate will provide any required notice under the WARN Act and otherwise comply with the WARN Act with respect to any "plant closing" or "mass layoff" (as defined in the WARN Act) or group termination or similar event affecting Hired Employees (including as a result of the consummation of transactions contemplated by this Agreement) occurring from and after the Closing.

(c) Seller and its Affiliates solely shall be responsible for any and all obligations and Liabilities arising under Section 4980B of the Code with respect to all "M&A qualified beneficiaries", as defined in 26 C.F.R. § 54.4980B-9.

(d) No Third-Party Beneficiaries. No provision in this Section 7.4 shall constitute or be deemed to constitute an amendment to any Seller Plan or any other employee benefit plan, program, policy, agreement or arrangement sponsored or maintained by Seller, Buyer or any of their respective Affiliates. This Section 7.4 shall be binding upon and inure solely to the benefit of each of the parties to this Agreement, and nothing in this Section 7.4, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever. Without limiting the foregoing, no provision of this Section 7.4 will create any third-party beneficiary rights in any current or former Service Provider in respect of continued employment or engagement (or resumed employment or engagement) or any other matter. Nothing in this Section 7.4, express or implied, (A) shall confer upon any Service Provider any right to employment or continued employment or level of compensation or benefits for any specified period, of any nature or kind whatsoever under or by reason of this Agreement or (B) is intended to be or shall be considered to be an amendment or adoption of any plan, program, agreement, arrangement or policy of Seller or Buyer, nor shall it interfere with any of Seller's or Buyer's and their respective Affiliates' rights from and after the Closing to amend or terminate any employee benefit plan.

Section 7.5 Tax Matters.

(a) Mutual Cooperation. Seller and Buyer shall, solely with respect to the Acquired Assets and the Assumed Liabilities, (i) each provide the other with such assistance as may reasonably be requested by either of them in connection with the preparation of any Tax Return, any audit or other examination by any Taxing Authority or any judicial or administrative proceeding with respect to Taxes, (ii) each retain and provide the other with any records or other information that may be relevant to such return, audit, examination or proceeding and (iii) each provide the other with any final determination of any such audit or examination, proceeding or determination that affects any amount required to be shown on any Tax Return of the other for any period (which shall be maintained confidentially).

(b) Transaction Taxes. All Transaction Taxes shall be borne by Seller. Buyer and Seller agree to reasonably cooperate with each other to complete any Tax Returns or other documentation relating to Transaction Taxes that is required to be completed under applicable Law.

(c) Straddle Periods. Any real property Taxes, personal property Taxes, and similar ad valorem obligations levied with respect to the Acquired Assets or the Assumed Liabilities ("**Periodic Taxes**") for a taxable period that includes (but does not end on) the Closing Date (a "**Straddle Period**") shall be apportioned between Seller and Buyer as of the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date, and the number of days of such taxable period beginning after the Closing Date. All Taxes levied with respect to the Acquired Assets or the Assumed Liabilities payable for any Straddle Period, other than Periodic Taxes, shall be prorated between Seller and Buyer on a "closing of the books" basis as of the end of the day on the Closing Date.

Section 7.6 Bankruptcy Matters.

(a) Bidding Procedures and Sale Order. Seller shall use reasonable efforts to cause the Bankruptcy Court to enter the Bidding Procedures Order substantially in the form of Exhibit E (with the Bidding Procedures attached thereto substantially in the form of Exhibit F) and the Sale Order substantially in the form of Exhibit G, and such other relief from the Bankruptcy Court as may be necessary or appropriate in connection with this Agreement and the consummation of the Contemplated Transactions.

(b) Consent Rights to Definitive Documents. Buyer's prior written consent shall be required with respect to all definitive documents related to the sale process to be filed with or submitted to the Bankruptcy Court, including (i) the Bidding Procedures, (ii) the Bidding Procedures Order, (iii) the Sale Motion, (iv) any amendments to this Agreement or any other Transaction Agreement, (v) the Sale Order, and (vi) any other motions, applications, pleadings, proposed orders or other documents to be filed by Seller in the Bankruptcy Case that relate in any way to this Agreement, the Contemplated Transactions, the Bidding Procedures, the Bidding Procedures Order or the Sale Order. Seller shall provide Buyer with copies of all such documents sufficiently in advance of filing (and in no event less than three (3) Business Days prior to filing, to the extent reasonably practicable) to permit Buyer and its counsel a meaningful

opportunity to review and comment thereon, and Seller shall incorporate all reasonable comments of Buyer.

(c) Cooperation. Seller shall cooperate with Buyer in connection with the Contemplated Transactions, including in connection with (i) preparing and filing all motions, applications and other documents with the Bankruptcy Court in connection with the approval and consummation of the Contemplated Transactions, (ii) obtaining entry of the Bidding Procedures Order and the Sale Order, and (iii) responding to any objections to the Contemplated Transactions.

(d) Adequate Assurance. Seller shall use reasonable efforts to assist Buyer in providing adequate assurance of future performance as required under Section 365 of the Bankruptcy Code with respect to any Acquired Contracts proposed to be assumed and assigned to Buyer, including facilitating any negotiations with counterparties to such Acquired Contracts and, if necessary, obtaining an order of the Bankruptcy Court containing a finding that the proposed assumption and assignment of such Acquired Contracts to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code. Buyer and Guarantor shall use reasonable efforts to assist Seller in establishing Buyer's ability to provide adequate assurance of future performance as required under Section 365 of the Bankruptcy Code with respect to any Acquired Contracts proposed to be assumed and assigned to Buyer.

(e) Bankruptcy Case Conduct. From the Petition Date until the earlier of the Closing or the termination of this Agreement in accordance with ARTICLE IX, Seller shall (i) not pursue or seek, and shall oppose, (A) any conversion of the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code, (B) the dismissal of the Bankruptcy Case, or (C) the appointment of a trustee or examiner with expanded powers in the Bankruptcy Case, and (ii) not take any action or fail to take any action which action or failure to act would reasonably be expected to result in the termination, revocation or material limitation of Seller's authority to operate as a debtor-in-possession under Sections 1107 and 1108 of the Bankruptcy Code. After entry by the Bankruptcy Court of the Sale Order, the terms of any other proposed order submitted by Seller to the Bankruptcy Court shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the Contemplated Transactions.

(f) Non-Solicitation. From the date of this Agreement until the date the Sale Motion is filed with the Bankruptcy Court, Seller shall not, and shall cause its Affiliates and their respective Representatives not to, solicit, negotiate or engage in discussion with any third party (and Seller shall, and shall cause its Affiliates and their respective Representatives, to cease immediately any such ongoing activity), or enter into any agreement or understanding with respect to, or approve or recommend, or knowingly facilitate, any Alternative Transaction; provided, however, that on and after the Petition Date, Seller may take any of the foregoing actions with respect to any Person in accordance with the proposed Bidding Procedures substantially in the form of Exhibit F and with the Bidding Procedures Order once entered by the Bankruptcy Court.

(g) Notice of Successful Bidder. Within 24 hours following the designation of Buyer as the Successful Bidder (as defined in the Bidding Procedures), or as otherwise agreed to by the parties, Seller shall file the notice of successful bidder (as contemplated by the Bidding Procedures) and take any other appropriate actions to seek entry of the Sale Order.

(h) DIP Financing Consent Rights.

(i) Without the prior written consent of Buyer, Seller shall not enter into, agree to, or permit to become effective any DIP Financing Agreement, Interim DIP Order, Final DIP Order, or any other postpetition financing arrangement or Bankruptcy Court order approving the same, or any amendment, modification, supplement, replacement or waiver of any of the foregoing, in each case that would: (i) grant any Lien on any of the Acquired Assets that would not be released, discharged, or otherwise satisfied at or prior to the Closing pursuant to the Sale Order; (ii) require the consent of the parties to such DIP Financing Agreement as a condition to the consummation of the Contemplated Transactions or the entry of the Sale Order; (iii) impose any covenant, milestone, budget restriction, or other condition that would prevent, impede, or materially delay Seller's ability to perform its obligations under this Agreement or to consummate the Contemplated Transactions in accordance with the Milestones (defined below) set forth in Section 7.6(i); (iv) require the use of proceeds of the DIP Financing Agreement for any purpose that would materially and adversely affect the Acquired Assets or the operation of the business of Seller to the extent related to the Acquired Assets; or (v) otherwise adversely affect Buyer's rights under this Agreement or the ability of the parties to consummate the Contemplated Transactions.

(ii) Seller agrees to use commercially reasonable efforts to provide Buyer with two (2) Business Days' notice of the DIP Financing Agreement, proposed Interim DIP Order (other than the proposed Interim DIP Order for the Northridge DIP Facility), proposed Final DIP Order, and any material proposed changes, amendments, modifications, supplements, or replacements of any of the foregoing.

(iii) The parties acknowledge and agree that Seller's entry into, and performance under, the Northridge DIP Term Sheet (i) is not subject to Buyer's prior written consent under Section 7.6(h)(i) and (ii) does not otherwise violate this Section 7.6(h); provided, that, to the extent the Interim DIP Order, Final DIP Order, or Northridge DIP Facility (or any changes, amendments, modifications, supplements, waivers, or replacements of any of the foregoing) contain any terms, provisions, or conditions that are inconsistent with, or not addressed by, the Northridge DIP Term Sheet, such orders and documents shall comply with Section 7.6(h)(i).

(i) Case Milestones. Seller shall comply with or otherwise achieve the following milestones in connection with the Bankruptcy Case and the sale process (the "**Milestones**"):

(i) Seller shall file the voluntary petition for relief under chapter 11 of the Bankruptcy Code commencing the Bankruptcy Case no later than one (1) day after the date of this Agreement;

(ii) Seller shall file the motion seeking entry of the Bidding Procedures Order and the Sale Order with the Bankruptcy Court on the Petition Date, and such motions shall be in form and substance acceptable to Buyer;

(iii) the Bankruptcy Court shall have entered the Interim DIP Order no later than three (3) Business Days after the Petition Date;

(iv) the Bankruptcy Court shall have entered the Bidding Procedures Order no later than seven (7) days after the Petition Date;

(v) the Bankruptcy Court shall have entered the Final DIP Order no later than thirty (30) days after the Petition Date;

(vi) the deadline for parties to submit binding bids to Seller shall have occurred no later than thirty-two (32) days after the Petition Date;

(vii) Seller shall have commenced the auction (if any) no later than forty-two (42) days after the Petition Date;

(viii) the Bankruptcy Court shall have entered the Sale Order no later than fifty-two (52) days after the Petition Date; and

(ix) the Closing shall have occurred no later than sixty-seven (67) days after the Petition Date.

ARTICLE VIII
NONSURVIVAL

Section 8.1 Nonsurvival of Representations and Warranties.

(a) The parties hereto, intending to modify any applicable statute of limitations, agree that the representations and warranties of the parties set forth in this Agreement shall terminate at, and not survive, the Closing. The covenants contained herein which by their terms require performance (A) prior to the Closing shall expire at the Closing and (B) after the Closing shall survive the Closing until due or performed. Notwithstanding the foregoing, nothing herein shall relieve any Person from any Liability for Fraud. THE ACQUIRED ASSETS ARE BEING SOLD "AS IS, WHERE IS" AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE ACQUIRED ASSETS EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE III OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT SELLER HAS NOT MADE, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE CONDITION OF ANY OF THE ACQUIRED ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT).

ARTICLE IX
TERMINATION

Section 9.1 Termination Events. This Agreement may be terminated at any time before the Closing as follows:

(a) Termination by Mutual Consent. This Agreement may be terminated by mutual written consent of Buyer and Seller.

(b) Termination by Buyer. This Agreement may be terminated by Buyer by written notice to Seller at any time before the Closing:

(i) if the Closing shall not have occurred on or before September 30, 2026 (the "**Outside Date**"); provided, that the right to terminate under this clause shall not be available to Buyer if Buyer's breach of this Agreement has been the principal cause of the failure of the Closing to occur on or before the Outside Date;

(ii) if the Bankruptcy Court enters an order approving a sale of any of the Acquired Assets to a Person other than Buyer without the prior written consent of Buyer, or if any Alternative Transaction is proposed by Seller (whether or not consummated);

(iii) if any Governmental Authority has issued a final, non-appealable Governmental Order enjoining, restraining, making illegal or otherwise permanently prohibiting the Contemplated Transactions; provided, that the right to terminate this Agreement under this clause shall not be available to Buyer if it is then in material breach of any representation, warranty, covenant, or other agreement contained herein;

(iv) by written notice to Seller in the event of a breach by Seller of any representations and warranties, covenant or agreement set forth in this Agreement, where the effect of such breach would be to cause the conditions to the obligation of Buyer to consummate the Closing not to be capable of being satisfied, and such breach is not cured by Seller within five (5) Business Days following receipt of written notice from Buyer of the breach, which written notice shall state that, unless such breach is cured, Buyer intends to terminate this Agreement (it being understood that such cure period shall not extend beyond the Outside Date);

(v) if the Bankruptcy Case is converted to a case under chapter 7 of the Bankruptcy Code or is dismissed;

(vi) if Seller files a motion requesting, or the Bankruptcy Court enters an order granting, a change in venue with respect to the Bankruptcy Case;

(vii) if Seller (A) files a motion requesting, consents to, or fails to timely contest a pleading seeking, or the Bankruptcy Court enters, an Interim DIP Order, Final DIP Order, or other order approving any postpetition financing in violation of Section 7.6(h)(i) or (B) enters into an amendment, modification, supplement, or replacement to any of the Interim DIP Order, Final DIP Order, DIP Financing Agreement or any other postpetition financing in violation of Section 7.6(h)(i);

(viii) if Seller files a motion requesting, consents to, or fails to timely contest a pleading seeking, or the Bankruptcy Court enters an order for, the appointment of a chapter 11 trustee or examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code in the Bankruptcy Case;

(ix) if Seller withdraws or seeks authority to withdraw the Sale Motion; provided, however, that this subsection shall not apply to any amendment of the Sale Motion by Seller with the prior written consent of Buyer;

(x) if the Bidding Procedures Order or Sale Order has been entered and thereafter is stayed, reversed, vacated, modified or amended in any manner adverse to Buyer, and such stay, reversal, vacation, modification or amendment is not eliminated within fourteen (14) days;

(xi) if Seller fails to meet any Milestone set forth in Section 7.6(i);

(xii) if Buyer is not designated as the winning bidder (or successful bidder) at the conclusion of any auction conducted pursuant to the Bidding Procedures with respect to all or any portion of the Acquired Assets;

(xiii) if the Bankruptcy Court enters any order that is materially inconsistent with this Agreement, the Bidding Procedures Order, or the Sale Order, including any order that grants relief from the automatic stay to permit any party to foreclose on all or any portion of the Acquired Assets;

(xiv) if an event of default has occurred and is continuing under the DIP Financing Agreement, including any acceleration of obligations thereunder or termination of commitments by the lenders thereunder;

(xv) if the Sale Order or the Bidding Procedures Order is entered and contains any term, condition or provision that is not acceptable to Buyer; or

(xvi) if an Alternative Transaction is consummated.

(c) Termination by Seller. This Agreement may be terminated by Seller by written notice to Buyer at any time before the Closing:

(i) if the Closing shall not have occurred on or before the Outside Date; provided, that the right to terminate under this clause shall not be available to Seller if Seller's breach of this Agreement has been the principal cause of the failure of the Closing to occur on or before the Outside Date;

(ii) if any Governmental Authority has issued a final, non-appealable Governmental Order enjoining, restraining, making illegal or otherwise permanently prohibiting the Contemplated Transactions; provided, that the right to terminate this Agreement under this clause shall not be available to Seller if it is then in material breach of any representation, warranty, covenant, or other agreement contained herein; or

(iii) by written notice to Buyer in the event of a breach by Buyer of any representations and warranties, covenant or agreement set forth in this Agreement, where the effect of such breach would be to cause the conditions to the obligation of Seller to consummate the Closing not to be capable of being satisfied, and such breach is not cured by Buyer within five (5) Business Days following receipt of written notice from Seller of the breach, which written notice shall state that, unless such breach is cured, Seller intends to terminate this Agreement (it being understood that such cure period shall not extend beyond the Outside Date).

(d) Any termination under this Section 9.1 shall be effected by the delivery of written notice by the terminating party to the other party.

Section 9.2 Effects of Termination.

(a) Upon termination of this Agreement pursuant to this Article IX, this Agreement and the rights and obligations of the parties under this Agreement shall automatically end without any Liability against any party or its Affiliates; provided, however, that nothing in this Section 9.2 shall relieve any party from Liability for Fraud, willful misconduct or intentional breach of any provisions of this Agreement prior to termination; and provided, further, that the provisions of this Section 9.2, Section 10.1 (Expenses), Section 10.9 (Governing Law), Section 10.10 (Waiver of Jury Trial) and Section 10.11 (Submission to Jurisdiction) shall remain in force and survive any termination of this Agreement.

(b) If Buyer or Seller terminates this Agreement pursuant to this Article IX each party shall comply, and shall cause its Affiliates to comply, with the Confidentiality Agreement, including the provisions therein regarding the return or destruction of any documents furnished to the other parties in connection with this Agreement.

(c) Break-Up Fee; Expense Reimbursement. In consideration of Buyer and its Affiliates having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Acquired Assets, and to compensate Buyer as a stalking-horse bidder, upon the occurrence of a Fee Event, Seller shall pay (or cause to be paid) to Buyer in cash (i) a break-up fee equal to $1,500,000 (the "**Break-Up Fee**"), representing three percent (3%) of the Purchase Price and (ii) the aggregate amount of all reasonable and documented out-of-pocket costs, expenses and fees incurred by Buyer and its Affiliates and owed to third parties in connection with evaluating, negotiating, documenting and performing the Contemplated Transactions, including fees, costs and expenses of any financial advisors, outside legal counsel, accountants, experts and consultants retained by Buyer or its Affiliates (in an amount not to exceed $500,000 (representing one percent (1%) of the Purchase Price)) (together with the Break-Up Fee, the "**Bid Protections**"). The Bid Protections shall be payable within two (2) Business Days of the occurrence of a Fee Event, unless the Fee Event is triggered by the consummation of an Alternative Transaction, in which case the Bid Protections shall be payable contemporaneously with the closing of such Alternative Transaction. The obligation to pay the Bid Protections shall constitute an allowed administrative expense claim under Sections 503(b) and 507(a)(2) of the Bankruptcy Code, with priority over any and all other administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code and over any and all administrative expenses or other claims arising under Sections 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code or otherwise (a "**Superpriority Claim**"), subject to any carve-out for professional fees set forth in any applicable debtor-in-possession or cash collateral order entered by the Bankruptcy Court. Seller acknowledges that (A) the Bid Protections are an integral part of the Contemplated Transactions; (B) in the absence of Seller's obligation to pay the Bid Protections, Buyer would not have entered into this Agreement; (C) the entry of Buyer into this Agreement is beneficial to Seller because it will enhance Seller's ability to maximize the value of its assets for the benefit of its creditors; and (D) the Bid Protections are reasonable in relation to Buyer's efforts and lost opportunities resulting from the Contemplated Transactions.

(d) Credit Bid. In the event the Bid Protections become payable, Buyer shall be entitled to credit bid any amounts owing on account of the Bid Protections at any auction conducted pursuant to the Bidding Procedures Order or in any sale of the Acquired Assets or any other assets of Seller.

ARTICLE X
GENERAL PROVISIONS

Section 10.1 Expenses.

Except as otherwise set forth in this Agreement, each party will bear its respective expenses incurred in connection with the preparation, execution, and performance of the Transaction Agreements and the Contemplated Transactions, including all fees and expenses of agents, representatives, counsel, and accountants.

Section 10.2 Notices.

All notices, requests, claims, demands and other communications hereunder must be in writing and must be given (and will be deemed to have been duly given): (a) when delivered, if delivered in person, (b) when delivered by email, which notice will not be effective unless either (i) a duplicate copy of such email notice is sent on the same day for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service or (ii) the receiving party delivers a written confirmation of receipt to the sender of such notice (excluding "out of office," delivery failure or similar automated replies), (c) three (3) Business Days after sending, if sent by registered or certified mail (postage prepaid, return receipt requested) and (d) one (1) Business Day after sending, if sent by overnight courier, in each case, to the respective parties at the following addresses (or at such other address for a party as has been specified by like notice):

If to Seller or Seller Subsidiaries:
Sangamo Therapeutics, Inc.
501 Canal Boulevard
Richmond, California 94804
Attention: Legal

with a copy (which shall not constitute notice) to:

Cooley LLP
55 Hudson Yards
New York, New York 10001
Attention: Cullen Speckhart
Lauren Reichardt
Lindsey O'Crump Crow
Email: cspeckhart@cooley.com
lreichardt@cooley.com
locrump@cooley.com

If to Buyer or Guarantor:

Eli Lilly and Company
Lilly Corporate Center
Indianapolis, Indiana 46285
Attention: Head of Corporate Business Development

with a copy (which shall not constitute notice) to:

Eli Lilly and Company
Lilly Corporate Center
Indianapolis, Indiana 46285
Attention: Senior Vice President / Deputy General Counsel, Transactions, LRL & Manufacturing (TLM)

with an additional copy (which shall not constitute notice) to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
Attention: Krishna Veeraraghavan; Chelsea Darnell; Jacob A. Adlerstein
Email: kveeraraghavan@paulweiss.com; cdarnell@paulweiss.com; jadlerstein@paulweiss.com

Section 10.3 Waiver.

No waiver hereunder shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Except as otherwise provided herein, no action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. The parties' rights and remedies are cumulative and not alternative. A party's failure or delay in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will not operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

Section 10.4 Confidentiality Obligations.

(a) From and after the Closing, Seller shall, and shall cause its and its Affiliates' Service Providers, Representatives, advisors and consultants to, keep confidential and not publish or otherwise disclose or use for any purpose, any confidential or proprietary information, including without limitation, data, information, compositions of matter and other chemical or biological materials, inventions, ideas and other Know-How and technology, in each case, contained in the Acquired Technology or the Acquired Intellectual Property (the "**Confidential Information**").

(b) Confidential Information shall not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of the Closing or (ii) becomes generally available to the public or otherwise part of the public domain after the Closing and other than through any act or omission of Seller (or its or its Affiliates' Service Providers, Representatives, advisors or consultants) or any Person to whom Seller has disclosed such Confidential Information, in each case, in breach of this Agreement.

(c) Notwithstanding the foregoing, this Section 10.4 shall not prohibit the disclosure of Confidential Information by Seller (i) as required by applicable Law, provided that Seller notifies Buyer in writing of such requirement and anticipated disclosure as far in advance of such disclosure as is practicable; or (ii) to a legal, financial or tax advisor who has a need to know such information for the purpose of providing advice or services to Seller, and who is bound by a fiduciary, contractual or other legal obligation not to disclose such information.

(d) In the event Seller (or its or its Affiliates' Service Providers, Representatives, advisors or consultants) breaches the confidentiality obligations set forth in this Section 10.4, Buyer shall be entitled to seek, in addition to any other right or remedy Buyer may have at Law or in equity, a temporary injunction, without the posting of any bond or other security, enjoining or restraining Seller (or its or its Affiliates' Service Providers, Representatives, advisors or consultants, as applicable) from any violation or threatened violation of this Section 10.4.

Section 10.5 Entire Agreement and Amendments.

This Agreement (including the Schedules and Exhibits attached hereto) supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the other Transaction Agreements and the Confidentiality Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

Section 10.6 Assignments, Successors, and No Third-Party Rights.

Neither party hereto may assign, delegate or otherwise transfer (whether by operation of Law, by contract, or otherwise) this Agreement or any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto; provided, however, that, notwithstanding the foregoing, Buyer may, without obtaining the prior written consent of Seller, assign, delegate, or otherwise transfer its rights, interests and obligations hereunder (in whole or in part) (i) to one or more of its Affiliates; provided, that such assignment shall not relieve Buyer of its obligations hereunder and (ii) to an unaffiliated Person in connection with the license, sale, disposal or transfer (either on an isolated basis or as part of a larger transaction) of the Acquired Technology or the Acquired Intellectual Property to such unaffiliated Person. Except as specifically set forth in the preceding sentence, no assignment, delegation or transfer of a party's rights, interests or obligations under this Agreement permitted pursuant to this Section 10.6 shall relieve that assigning party of its obligations hereunder. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties any legal or equitable right, remedy, or claim under or with

respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties and their successors and permitted assigns.

Section 10.7 Severability.

If any provision of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction under the applicable Law of any jurisdiction, the other provisions of this Agreement will remain in full force and effect and such invalid, illegal or unenforceable provision shall not affect the validity or enforceability of any other provision of this Agreement. Any provision of this Agreement held invalid, illegal or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, illegal or unenforceable.

Section 10.8 Section Headings.

The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation of any provision of this Agreement. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement.

Section 10.9 Governing Law.

The provisions of this Agreement, each other Transaction Agreement and any other document or instrument delivered pursuant hereto or thereto, their negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or in connection with any of the foregoing (whether arising in contract, equity, tort, law or otherwise), including the construction and interpretation thereof and the legal relations between the parties hereto, shall be governed by the laws of the State of Delaware applicable to contracts executed and performed solely in such state without regard to the location of physical assets or to conflicts of laws principles.

Section 10.10 Waiver of Jury Trial.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 10.10. THIS WAIVER MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY

REFERRING TO THIS SECTION 10.10 AND EXECUTED BY EACH OF THE PARTIES HERETO.

Section 10.11 Submission to Jurisdiction.

Each of the parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court (or, if the Bankruptcy Case has been closed, to the exclusive jurisdiction of the United States District Court for the District of Delaware or, if such court lacks subject matter jurisdiction, to the courts of the State of Delaware), and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any dispute, controversy or claim arising out of or in relation to this Agreement, the Transaction Agreements and the Contemplated Transactions may be heard and determined in the Bankruptcy Court (or such other courts as specified above). Each of the parties agrees not to commence any Legal Proceeding relating thereto except in the Bankruptcy Court (or such other courts as specified above), other than Legal Proceedings in any court of competent jurisdiction to enforce any judgment, decree or award rendered by the Bankruptcy Court (or such other courts as specified above). Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement, the Transaction Agreements or the Contemplated Transactions, (a) any claim that it is not personally subject to the jurisdiction of the courts as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the Legal Proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such Legal Proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 10.12 Specific Performance.

The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties agree that, in addition to any other remedies and subject to the provisions of this Section 10.12, each party shall be entitled to enforce specifically the terms, and prevent breaches, of this Agreement by seeking an injunction, a decree of specific performance or other equitable relief without the necessity of proving the inadequacy of money damages as a remedy. The parties agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by the other party, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the applicable party under this Agreement. Each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy. Each party further agrees that the only permitted objection that it may raise in response to any action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

Section 10.13 Releases.

(a) Effective as of the Closing, except for (i) the rights and obligations of Buyer under this Agreement, the other Transaction Agreements and the Sale Order that by their terms survive the Closing and (ii) claims arising from Fraud, Seller, on behalf of itself, its Affiliates, and their respective predecessors, successors and assigns, and each of their respective former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons and advisors (collectively, the "**Seller Releasing Parties**"), hereby irrevocably and unconditionally releases, acquits and forever discharges Buyer, its Affiliates, and their respective predecessors, former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons, advisors, successors and assigns (collectively, the "**Buyer Released Parties**") from any and all claims, demands, debts, accounts, covenants, agreements, obligations, actions, causes of action, suits, sums of money, damages, judgments, losses, costs, expenses and Liabilities of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, contingent or non-contingent, at law or in equity, which any Seller Releasing Party now has, has ever had, or may hereafter have against any Buyer Released Party arising out of or relating to events or circumstances existing at any time up to and including the Closing in connection with or related to this Agreement, the other Transaction Agreements, the Acquired Assets, the Assumed Liabilities, the Retained Assets, the Retained Liabilities, or any other Contract between any Seller Releasing Party and any Buyer Released Party. Seller acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true, and it is the intention of Seller to fully and finally and forever settle and release all claims as provided herein, and Seller expressly assumes the risk of any such different or additional facts. Seller hereby waives, to the fullest extent permitted by applicable Law, the provisions of any applicable Law that would otherwise restrict or limit the release granted herein.

(b) Effective as of the Closing, except for (i) the rights and obligations of Seller under this Agreement, the other Transaction Agreements and the Sale Order that by their terms survive the Closing and (ii) claims arising from Fraud, Buyer, on behalf of itself, its Affiliates, and their respective predecessors, successors and assigns, and each of their respective former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons and advisors (collectively, the "**Buyer Releasing Parties**"), hereby irrevocably and unconditionally releases, acquits and forever discharges Seller, its Affiliates, and their respective predecessors, former, current and future directors, officers, employees, agents, representatives, members, managers, partners, equityholders, controlling persons, advisors, successors and assigns (collectively, the "**Seller Released Parties**") from any and all claims, demands, debts, accounts, covenants, agreements, obligations, actions, causes of action, suits, sums of money, damages, judgments, losses, costs, expenses and Liabilities of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, accrued or unaccrued, liquidated or unliquidated, contingent or non-contingent, at law or in equity, which any Buyer Releasing Party now has, has ever had, or may hereafter have against any Seller Released Party arising out of or relating to events or circumstances existing at any time up to and including the Closing in connection with or related to this Agreement, the other Transaction Agreements, the Acquired Assets, the Assumed Liabilities, the Retained Assets, the Retained Liabilities, or any other Contract between any Buyer

Releasing Party and any Seller Released Party. Buyer acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true, and it is the intention of Buyer to fully and finally and forever settle and release all claims as provided herein, and Buyer expressly assumes the risk of any such different or additional facts. Buyer hereby waives, to the fullest extent permitted by applicable Law, the provisions of any applicable Law that would otherwise restrict or limit the release granted herein.

Section 10.14 Backup Bidder.

If Buyer is not the winning bidder (or successful bidder) at any auction, but Buyer is the next highest or otherwise best bidder, Buyer may, in its sole discretion, elect to serve as a backup bidder (or "next highest or otherwise best bidder" or any similar designation) following any auction in accordance with the Bidding Procedures and Bidding Procedures Order.

Section 10.15 No Deposit.

Notwithstanding anything in this Agreement or the Bidding Procedures to the contrary, Buyer shall not be required to make any good faith deposit or similar deposit in connection with this Agreement or the Contemplated Transactions.

Section 10.16 Disclosure Schedule.

The Disclosure Schedule is arranged in sections corresponding to the sections contained in ARTICLE III and any reference in ARTICLE III to items "set forth in Schedule" or "Schedule contains" or words of similar effect will be deemed to mean the section or subsection of the Disclosure Schedule corresponding to the section or subsection of this Agreement where such reference appears. The disclosures in any section or subsection of the Disclosure Schedule will qualify other sections or subsections in ARTICLE III if it is readily apparent on its face that such disclosure is applicable to such other sections and subsections (without reference to any document(s) disclosed therein or further inquiry that such disclosure would qualify other sections or subsections). No reference to or disclosure of any item or other matter in the Disclosure Schedule shall be construed as an admission or indication that such item or other matter is material (nor shall it establish a standard of materiality for any purpose whatsoever) or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedule. The information set forth in the Disclosure Schedule is disclosed solely for the purposes of this Agreement, and no information set forth therein shall be deemed to be an admission by Seller to any third-party of any matter whatsoever, including any violation of Law or breach of any Contract. The Disclosure Schedule and the information and disclosures contained therein are intended only to qualify and limit the representations, warranties and covenants of Seller contained in this Agreement. Nothing in the Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in this Agreement or create any covenant. Matters reflected in the Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature.

Section 10.17 Remedies.

All remedies, either under this Agreement or by Law or otherwise afforded to the parties hereunder, shall be cumulative and not alternative, and any Person having any rights under any provision of this Agreement will be entitled to enforce such rights specifically, to recover damages by reason of any breach of this Agreement and to exercise all other rights granted by Law, equity or otherwise, subject to and in accordance with Section 10.9, Section 10.11 and Section 10.12.

Section 10.18 Reliance on Counsel and Other Advisors.

Each party has consulted such legal, financial, technical or other expert as it deems necessary or desirable before entering into this Agreement. Each party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of this Agreement.

Section 10.19 Legal Representation of the Parties.

This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or to any other Transaction Agreement.

Section 10.20 Counterparts and Delivery.

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signed counterpart of this Agreement may be delivered by facsimile or other form of electronic transmission (e.g.,.pdf), with the same legal force and effect as delivery of an originally signed agreement.

Section 10.21 Guaranty.

(a) Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Seller (i) the due and punctual performance, when and as due, of all obligations, covenants and agreements of Buyer (and any Affiliate to which this Agreement is assigned pursuant to Section 10.6) arising under or pursuant to this Agreement, (ii) the punctual payment of all sums, if any, now or hereafter owed by Buyer (and such Affiliates) under and in accordance with the terms of this Agreement, and (iii) reasonable costs, expenses and fees (including the reasonable fees and expenses of Seller's counsel) in any way relating to the enforcement or protection of Seller's rights hereunder (the matters set forth in clauses (i) through (iii), collectively, the "**Guaranteed Obligations**").

(b) Nothing herein shall be construed as imposing greater obligations or Liabilities on Guarantor than for which Buyer itself (or its Affiliates themselves) would be liable under this Agreement or obliging Guarantor to indemnify and hold harmless Seller against any losses, costs or expenses for which Buyer itself would not be liable under this Agreement, except as set forth in this Section 10.21.

(c) The guarantee by Guarantor contained herein shall remain in full force and effect and shall continue to be enforceable by Seller until (i) the payment in full by Buyer of any and all amounts required to be paid by Buyer pursuant to this Agreement or (ii) the earlier valid termination of this Agreement pursuant to Section 9.1 and the satisfaction and payment in full of all Guaranteed Obligations, upon which this guarantee and the obligations of Guarantor pursuant to this Section 10.21 shall terminate automatically and be of no further force or effect without the need for any further action by any Person, and Guarantor shall stand discharged of all of its obligations under this guarantee.

(d) The guarantee provided by Guarantor under this Section 10.21 is a guarantee of payment and performance and not of collection, and the Guarantor's liability hereunder shall be primary and not conditional or contingent on Seller exhausting or pursuing remedies against Buyer.

(e) Guarantor hereby expressly waives any and all suretyship defenses.

(f) Guarantor hereby represents and warrants to Seller as follows:

(i) Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana.

(ii) Guarantor has all requisite corporate power and authority to enter into, deliver and perform its obligations under the Transaction Agreements and to carry out the Contemplated Transactions. Guarantor has duly authorized the execution and delivery of the Transaction Agreements and the Contemplated Transactions. Each of the Transaction Agreements to which Guarantor is or will be party constitutes a valid and binding obligation of Guarantor, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(iii) The execution, delivery and performance by Buyer of each of the Transaction Agreements and the consummation of the Contemplated Transactions, and the compliance with or fulfillment of the terms, conditions or provisions hereof and thereof will not: (i) conflict with or result in the breach or violation of any provision of the Governing Documents of Guarantor, (ii) conflict with or result in the breach or violation of (with or without notice or lapse of time or both) any Law applicable to Guarantor or by which its properties are bound or affected, (iii) result in the creation of, or require the creation of, any Lien upon any of the assets of Guarantor or (iv) require on the part of Seller, Buyer or Guarantor any notice to or filing with, or any authorization, consent or approval of, any Governmental Authority or any other Person except (A) in the cases of clauses (i), (ii) or (iii), to the extent such conflict, liability or Lien would not, individually or in the aggregate, adversely affect the ability of Guarantor to perform its obligations under the Transaction Agreements and (B) in the cases of clause (iv), other than any notice or Consent for which the failure to make such notice or obtain such Consent would not reasonably be expected to adversely affect the ability of Guarantor to perform its obligations under the Transaction Agreements.

(iv) The parties agree that Guarantor shall be entitled to, and Guarantor does not waive, any defenses to the payment or performance of the Guaranteed Obligations that are available to Buyer under this Agreement.

(v) The parties agree that the terms and provisions of ARTICLE X shall apply to this Section 10.21, *mutatis mutandis*. For the avoidance of doubt, Guarantor shall not be deemed to be a party to this Agreement for purposes of any provision other than this Section 10.21.

Section 10.22 Seller Subsidiaries.

(a) Each Seller Subsidiary hereby acknowledges and agrees that it shall be directly bound by, and shall perform and comply with, each of the obligations and covenants imposed on Affiliates of Seller under the following provisions of this Agreement as if such Seller Subsidiary were a direct party thereto: (i) Section 2.1 (Sale and Purchase of Assets), solely with respect to the Acquired Assets held by such Seller Subsidiary, (ii) Section 2.3 (Consent of Third Parties; Further Conveyances and Assumptions), (iii) Section 5.1 (Conduct of Business), (iv) Section 5.2 (Access to Information), (v) Section 5.4 (Further Assurances; Consents of Third Parties; Governmental Approvals), (vi) Section 5.5 (Regulatory Filings and Cooperation; Filing Fees), (vii) Section 7.1 (Omitted Assets; Wrong Pockets), (viii) Section 7.2 (Intellectual Property and Technology Matters), including the technology transfer and further assurances provisions thereof, (ix) Section 7.3(b) (Publicity), (x) Section 7.5 (Tax Matters) with respect to cooperation obligations related to the Acquired Assets and (xi) Section 10.4 (Confidentiality Obligations).

(b) The obligations of each Seller Subsidiary under this Section 10.22 are direct obligations of such Seller Subsidiary and shall not be conditioned upon or subject to Seller's continuing control over or affiliation with such Seller Subsidiary. Each Seller Subsidiary's obligations under this Section 10.22 shall survive any sale, transfer, liquidation or other disposition of such Seller Subsidiary and shall remain in full force and effect regardless of whether such Seller Subsidiary remains an Affiliate of Seller.

(c) Each Seller Subsidiary hereby represents and warrants to Buyer as follows:

(i) Such Seller Subsidiary is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization.

(ii) Such Seller Subsidiary has all requisite power and authority to enter into, deliver and perform its obligations under the Transaction Agreements to which such Seller Subsidiary is or will be a party and to carry out the Contemplated Transactions. Such Seller Subsidiary has duly authorized the execution and delivery of the Transaction Agreements to which such Seller Subsidiary is or will be a party and the Contemplated Transactions. Each of the Transaction Agreements to which such Seller Subsidiary is or will be party constitutes a valid and binding obligation of such Seller Subsidiary, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(iii) The parties agree that the terms and provisions of ARTICLE X shall apply to this Section 10.22, *mutatis mutandis*.

(Signature pages follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SANGAMO THERAPEUTICS, INC.

By: _____
Name: Dr. Alexander Macrae, M.B., Ch.B., Ph.D.
Title: Chief Executive Officer

SANGAMO THERAPEUTICS UK, LTD., solely for the purposes of Section 10.22

By: _____
Name: Dr. Alexander Macrae, M.B., Ch.B., Ph.D.
Title: Director

SANGAMO THERAPEUTICS FRANCE SAS, solely for the purposes of Section 10.22

By: _____
Name: Dr. Alexander Macrae, M.B., Ch.B., Ph.D.
Title: President

CEREGENE, INC., solely for the purposes of Section 10.22

By: _____
Name: Dr. Alexander Macrae, M.B., Ch.B., Ph.D.
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

MEROPE ACQUISITION SUB, LLC

By: Signed by: Jonathan R Haug A26AE905CF394B6...

Name: Jonathan R. Haug
Title: President

ELI LILLY AND COMPANY, solely for the purposes of Section 10.21

By: _____

Name: Barry Taylor
Title: Director of Lilly Institute of Genetic Medicines

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

MEROPE ACQUISITION SUB, LLC

By: _____
Name: Jonathan R. Haug
Title: President

ELI LILLY AND COMPANY, solely for the purposes of Section 10.21

By: Signed by: Barry Taylor D5F4D099E00E4D5... _____
Name: Barry Taylor
Title: Director of Lilly Institute of Genetic Medicines

Exhibit B-1

Merope Successful Bidder Sale Order

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.	)	**Related D.I. 13**

ORDER (A) AUTHORIZING AND APPROVING THE DEBTOR'S ENTRY INTO AN ASSET PURCHASE AGREEMENT WITH MEROPE ACQUISITION SUB, LLC, (B) AUTHORIZING THE SALE OF THE ACQUIRED ASSETS FREE AND CLEAR OF ALL CLAIMS AND INTERESTS, (C) APPROVING THE ASSUMPTION AND ASSIGNMENT OF THE ACQUIRED CONTRACTS, (D) AUTHORIZING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AND (E) GRANTING RELATED RELIEF

Upon the motion [Docket No. 13] (the "**Motion**"),[2] of the above referenced debtor and debtor in possession (the "**Debtor**") for entry of an order (this "**Order**"), among other things: (a) authorizing and approving the Debtor's entry into and performance under the Purchase Agreement with the Buyer (as defined below), (b) authorizing the Sale Transaction (as defined below), free and clear of any Claims and Interests (as defined below), (c) authorizing and approving the assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale Transaction, (d) authorizing the rejection of certain executory contracts, and (e) granting related relief; and this Court having previously entered the *Order (A) Approving Bidding Procedures for Sale of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and Granting Bid Protections, (D) Approving Assumption and*

[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 otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or the Purchase Agreement (as defined below), as applicable.

Rejection Procedures, (E) Scheduling an Auction and Sale Hearing and Approving the Forms and Manner of Notice Thereof, and (F) Granting Certain Related Relief [Docket No. 122] (the "**Bidding Procedures Order**"), authorizing and approving, among other things, Bidding Procedures for the Acquired Assets, the Merope Bid Protections (as defined in the Bidding Procedures Motion), and the designation of the Buyer (as defined below) as the Merope Stalking Horse Bidder (as defined in the Bidding Procedures Motion); and the Debtor having executed that certain *Asset Purchase Agreement*, dated as of June 22, 2026 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**Purchase Agreement**"), by and between Sangamo Therapeutics, Inc. ("**Sangamo**") and Merope Acquisition Sub, LLC (together with any Designated Purchaser, the "**Buyer**"), a copy of which is attached hereto as **Exhibit 1**, providing for the Contemplated Transactions, including, among other things, the sale of the Acquired Assets identified therein (all such transactions, collectively, the "**Sale Transaction**") free and clear of any Claims and Interests and the assumption and assignment to the Buyer of certain executory contracts and unexpired leases in connection with the Sale Transaction; and the Debtor having filed the [*Notice of the Debtor's Designation of Merope Acquisition Sub, LLC as the Successful Bidder with Respect to the Acquired Assets*] [Docket No. [●]] (the "**Notice of Successful Bidder**"), announcing that, in accordance with the Bidding Procedures Order and after consultation with the Consultation Parties, the Debtor decided, in its reasonable business judgment, to designate the Buyer's stalking horse bid (the "**Merope Stalking Horse Bid**") as the highest and best bid for the Acquired Assets; and this Court having conducted a hearing on August 20, 2026, to consider approval of the Sale Transaction (the "**Sale Hearing**") in accordance with the Bidding Procedures Order; and this Court having reviewed and considered (a) the Motion and the exhibits thereto, (b) the Bidding Procedures Order, (c) the Purchase

Agreement, (d) the Declarations,[3] (e) the objections and other responses to approval of the Sale Transaction, and (f) the arguments and representations of counsel made, and the evidence proffered or adduced at, the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in the Motion and provided in this Order; and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances of the Debtor's chapter 11 case (this "**Chapter 11 Case**") and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion and provided in this Order is in the best interests of the Debtor, its estate, its creditors, and all parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion, the Declarations, and at the Sale Hearing, establish just cause for the relief granted herein; and after due deliberation thereon,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction. This Court has jurisdiction over this matter and over the property of the Debtor's estate, including the Acquired Assets, 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. This Court may enter a final order hereon under Article III of the United States Constitution.

B. Venue. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

[3] The "**Declarations**" means the *Declaration of Geoffrey Richards in Support of Debtor's Bidding Procedures Motion* [Docket No. 14] and the *Supplemental Declaration of Geoffrey Richards in Support of the Sale of the Merope Assets* [Docket No. [●]].

C. Statutory and Legal Predicates. The statutory and other legal predicates for the relief requested in the Motion and for the approvals and authorization herein are sections 105, 363, and 365 of the Bankruptcy Code. The Motion is a procedurally proper mechanism for enforcement of this Order. The Debtor was not required to commence an adversary proceeding to obtain the relief set forth herein. The relief granted herein is also authorized under Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1.

D. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, waives any stay and expressly directs entry of judgment as set forth herein and authorizes the Closing of the Sale Transaction contemplated hereby without regard to any stay or delay in its implementation.

E. Bankruptcy Rule 7052. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the Sale Hearing are hereby incorporated herein to the extent not inconsistent herewith.

F. Incorporation by Reference. Findings of facts and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

G. Sale Notice. As shown in the affidavits of service filed with this Court [Docket Nos. 180, 185, and 193] and the representations or proffers made on the record at the Sale

Hearing, (a) the Debtor has provided due, good, proper, timely, reasonable, adequate, appropriate, and sufficient notice of, and sufficient opportunity to object to, the Motion, the Bidding Procedures, the Sale Hearing, the Sale Transaction, the proposed rejection of the Outbound License Agreements (as defined below), the proposed assumption and assignment of the Acquired Contracts, and the proposed entry of this Order in compliance with all requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (b) such notice was adequate and sufficient under the circumstances of this Chapter 11 Case and complied with the Bidding Procedures Order and other orders of this Court, and (c) except with respect to any Supplemental Assumption Notice (as defined below), no other or further notice is necessary or shall be required. The procedures set out in this Order for the supplemental assignment and assumption of contracts to be added to the list of Acquired Contracts will provide counterparties with adequate and sufficient notice under the circumstances of this Chapter 11 Case.

H. Opportunity to Object. A reasonable opportunity to object or be heard regarding the relief granted in this Order, including, but not limited to, the assumption and assignment of the Acquired Contracts, has been afforded to all interested parties, including, but not limited to, the Sale Notice Parties.

I. Compliance with Bidding Procedures and Bidding Procedures Order. As demonstrated by evidence proffered or adduced and the representations of counsel at the Sale Hearing, the Bidding Procedures (as approved by the Bidding Procedures Order) were substantively and procedurally fair to all parties, were the result of the arm's-length negotiations and provided a full, fair, and reasonable opportunity for any party to make an offer to purchase the Acquired Assets. The disclosures made by the Debtor concerning the Motion with respect to the

Sale Transaction, the assumption and assignment of the Acquired Contracts to Buyer, and the Sale Hearing were good, complete, and adequate. The Debtor, the Buyer, and their respective counsel and other advisors have complied, in good faith, with the Bidding Procedures Order and the Bidding Procedures in all respects. The Debtor and its professionals have adequately and appropriately marketed the Acquired Assets in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order in all respects. As demonstrated by (a) any testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing and (b) the representation of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtor (i) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest and best offer to purchase the Acquired Assets, (ii) provided potential purchasers sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets, and (iii) considered any bids properly submitted in accordance with the Bidding Procedures. Buyer was approved as the Merope Stalking Horse Bidder under the Bidding Procedures Order and was determined, after consultation with the Consultation Parties, to be the Successful Bidder for the Acquired Assets.

J. The Merope Stalking Horse Bid, including the form and total consideration to be realized by the Debtor under the Purchase Agreement, (a) constitutes the highest and best offer received by the Debtor for the Acquired Assets, (b) is fair and reasonable, and (c) is in the best interests of the Debtor, its estate, its creditors, and other parties in interest.

K. Business Judgment. The Debtor has demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale Transaction and performing its

obligations under the Purchase Agreement, including, but not limited to, the fact that (a) the consideration provided by the Buyer under the Purchase Agreement constitutes the highest and best offer for the Acquired Assets and will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative, including a separate liquidation of the Acquired Assets; and (b) unless the Sale Transaction is concluded expeditiously as provided for in the Motion and pursuant to the Purchase Agreement, recoveries for the Debtor's creditors and estate will be diminished.

L. Corporate Authority. The Acquired Assets are owned by the Debtor and constitute property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541 of the Bankruptcy Code. The Debtor (a) has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (b) has all of the necessary corporate power and authority to consummate the Sale Transaction, (c) has taken all corporate actions necessary to authorize and approve the Purchase Agreement, and the consummation of the Sale Transaction, and (d) subject to entry of this Order, needs no consents or approvals, including any consents or approvals from any non-Debtor entities, other than those expressly set forth in the Purchase Agreement or this Order, to consummate the Sale Transaction.

M. Good Faith. The sale process and negotiation of the Purchase Agreement engaged in by the Debtor and the Buyer was at arm's length, non-collusive, in good faith, and substantively and procedurally fair to all parties in interest. None of the Debtor, the Buyer, nor any Affiliates, members, partners, officers, directors, principals, professionals, or shareholders of the Buyer, nor any other persons has engaged in any conduct that would cause or permit the Purchase Agreement

or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

N. The Debtor and the Buyer have complied, in good faith, in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtor, and its management, board of directors, employees, agents, advisors, and representatives, and the Buyer, its Affiliates, and each of their respective employees, agents, advisors, and representatives, each actively participated in the bidding process, and each acted in good faith and without collusion or fraud of any kind. The Buyer subjected its bid to competitive bidding in accordance with the Bidding Procedures and was designated the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

O. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, each term of the Purchase Agreement (and any ancillary documents executed in connection therewith) and this Order, and otherwise has proceeded in good faith in all respects in connection with this proceeding, and is therefore entitled to the full protection of section 363(m) of the Bankruptcy Code in respect of the Sale Transaction. Neither the Debtor nor the Buyer has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code. The Debtor, on behalf of its estate, was free to deal with any other party interested in buying or selling some or all of the Acquired Assets. The protections afforded by Bankruptcy Code section 363(m) are integral to the Sale Transaction and the Buyer would not consummate the Sale Transaction without such protections.

P. Buyer is Not an Insider. Neither the Buyer nor any of its Affiliates, officers, directors, managers, shareholders, members, or any of their respective successors or assigns is an "insider" of the Debtor, as that term is defined under section 101(31) of the Bankruptcy Code. No

common identity of directors, managers, controlling shareholders, or members exists between the Debtor and the Buyer.

Q. No Fraudulent Transfer. The consideration provided by the Buyer for the Acquired Assets pursuant to the Purchase Agreement (a) is fair and reasonable, (b) is the highest and best offer for the Acquired Assets, (c) will provide a greater recovery for the Debtor's creditors and estate than would be provided by any other practical available alternative, and (d) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, and each state, territory, possession, and the District of Columbia.

R. The Purchase Agreement was not entered into, and neither the Debtor nor the Buyer entered into the Purchase Agreement or proposed to consummate the Sale Transaction, with fraudulent intent or for the purpose of (a) escaping liability for any of the Debtor's debts, or (b) hindering, delaying, or defrauding the Debtor's present or future creditors, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

S. Free and Clear. The transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Buyer with all right, title, and interest of the Debtor in and to the Acquired Assets free and clear of all claims (including, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof), liens (including, without limitation, any and all statutory, mechanic's, builder's, materialmen's or similar lien on real and/or personal property "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests,

rights, and claims and interests relating to, accruing, or arising any time prior to the Closing Date, including, without limitation, the following: all DIP Obligations (as defined in the Interim DIP Order) of any kind, all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, contract rights, rights of setoff, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, to the greatest degree allowed by applicable law environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court (other than this Court) or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute, the Noncompete Provisions (as defined below) under the Outbound License Agreements (as defined below), and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, senior or subordinated, whether arising prior to or subsequent to the commencement of this Chapter 11 Case, and whether imposed by agreement, understanding, law,

equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor or transferee liability or related theories (all of the foregoing, the "**Assertable Claims and Interests**", but excluding the Assumed Liabilities and the Permitted Liens, collectively being referred to in this Order as "**Claims and Interests**").

T. Those holders of Assertable Claims and Interests who did not object or who withdrew their objections to the Motion are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims and Interests who did object and did not withdraw their objections to the Motion, if any, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

U. Any (i) counterparties to the Outbound License Agreements and (ii) licensees of a right to "intellectual property," as such term is defined in section 101(35A) of the Bankruptcy Code, in respect of the Acquired Assets who hold or could hold rights under section 365(n) of the Bankruptcy Code, in each case who did not object or who withdrew their objections to the Motion, are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code.

V. The Debtor, to the extent permitted by applicable law, may transfer the Acquired Assets free and clear of all Claims and Interests, including, without limitation, rights or claims based on any successor or transferee liability, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied.

W. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction, if (a) the transfer of the Acquired Assets was not free and clear of all Claims and

Interests, or (b) the Buyer would, or in the future could, be liable for or subject to any such Claims and Interests.

X. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly orders that none of the Buyer, its respective Affiliates, its respective present or contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff (except for setoffs exercised prior to the Petition Date), or otherwise, directly or indirectly, any Claims and Interests.

Y. Not transferring the Acquired Assets free and clear of all Claims and Interests would adversely impact the Debtor's efforts to maximize the value of its estate, and the transfer of the Acquired Assets other than pursuant to a transfer that is free and clear of all Claims and Interests would be of substantially less benefit to the Debtor's estate.

Z. No Successor, Transferee, or Similar Liability. As a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Acquired Assets, (a) neither the Buyer nor any of its Affiliates shall be deemed to be a mere continuation of the Debtor or its estate, nor shall there be deemed to be a continuity or common identity between the Buyer, the Debtor, or any of its Affiliates, or any continuity of enterprise between the Buyer, the Debtor, or any of their respective Affiliates; (b) neither the Buyer nor any of its Affiliates shall be deemed to be holding themselves out to the public as a continuation of the Debtor; and (c) neither the Buyer nor any of its Affiliates are to be deemed a successor to the Debtor or its estate and none of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction amounts to a consolidation, merger, or *de facto* merger of

the Buyer or any of its Affiliates with or into the Debtor. There is not substantial continuity between the Buyer on the one hand, and the Debtor and/or its estate, on the other. There is no continuity of enterprise between either the Buyer, on the one hand, and the Debtor and/or its estate, on the other. The Buyer is not (a) a mere continuation of the Debtor or its estate or (b) a successor to the Debtor or its estate.

AA. Without limiting the generality of the foregoing, and other than as may be set forth in the Purchase Agreement, none of the Buyer, its Affiliates, the present or contemplated members or shareholders of the Buyer, and its Affiliates, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims and Interests relating to any U.S. federal, state or local income tax liabilities, that the Debtor may incur in connection with consummation of the Sale Transaction, or that the Debtor has otherwise incurred prior to the consummation of the Sale Transaction.

BB. Outbound License Agreements. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly approves the rejection of each of the Outbound License Agreements, including (i) that certain License Agreement, dated August 2, 2024, by and between Genentech and Sangamo (the "**Genentech Agreement**"), (ii) that certain License Agreement, dated December 18, 2024, by and between Astellas and Sangamo (the "**Astellas Agreement**"), (iii) that certain Amended and Restated Collaboration Agreement, dated September 1, 2015, by and between Sangamo and Shire International GmbH, as amended (the "**Takeda Agreement**"), (iv) that certain License Agreement, dated April 2, 2008, by and between Sangamo and Open Monoclonal Technology, Inc., as amended (the "**OMT Agreement**"), (v) that certain Research and License Agreement,

dated July 2, 2008, by and among F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc. and Sangamo (the "**Roche Agreement**"), (vi) that certain Research Collaboration and License Agreement, dated December 28, 2017, by and between Alexion Pharmaceuticals, Inc. and Sangamo, as amended (the "**Alexion Agreement**"), (vii) that certain License Agreement, dated July 10, 2007, by and between Sangamo and Sigma-Aldrich Co., as amended (the "**Sigma-Aldrich Agreement**"), (viii) that certain Research and Commercial License Option Agreement, dated October 1, 2005, by and between Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC) and Sangamo, as amended (the "**Corteva Agreement**"), (ix) that certain License Agreement, dated November 12, 2025, by and between Sangamo and Miltenyi Biotec B.V. & Co. KG (the "**Miltenyi Agreement**"), (x) that certain License Agreement, dated December 19, 2008, by and between Sangamo and Pfizer Inc., as amended (the "**Pfizer Agreement**"), (xi) that certain Research and Commercial License Agreement, dated February 1, 2014, by and between Sangamo (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agrisoma Biosciences, Inc. (the "**Agrisoma Agreement**"), (xii) that certain Research License Agreement, dated October 1, 2013, by and between Sangamo (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agriculture Victoria Services PTY LTD (the "**AVS Agreement**"), (xiii) that certain Commercial License Agreement dated June 1, 2016, by and between Sangamo and Agriculture Victoria Services PTY LTD, as amended (the "**2016 AVS Agreement**"), and (xiv) that certain Research and Commercial License Agreement, dated November 9, 2012, by and between Sangamo (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Saatzucht Josef Breun GmbH & Co. KG (the "**Breun Agreement**", and, together with the Genentech Agreement, the Astellas Agreement, the Takeda Agreement, the OMT Agreement, the Roche Agreement, the Alexion Agreement, the Sigma-Aldrich Agreement, the Corteva Agreement, the Miltenyi

Agreement, the Pfizer Agreement, the Agrisoma Agreement, the AVS Agreement, the 2016 AVS Agreement, and any other agreements applicable to the Acquired Assets between Sangamo and a non-debtor counterparty that is a licensee thereunder, other than an Acquired Contract, the "**Outbound License Agreements**"). The Debtor has rejected the Outbound License Agreements, and such rejection of the Outbound License Agreements is effective, legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 365(a), 365(g), and 365(n) thereof. The counterparties to the Outbound License Agreements have been afforded a reasonable opportunity to make an election under section 365(n)(1) of the Bankruptcy Code. The rejection of the Outbound License Agreements reflects the sound exercise of the Debtor's business judgment.

CC. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly finds and orders that, any "noncompete", "commercial exclusivity" or similar provision in any Outbound License Agreement, however characterized, including as set forth in Article 6 of the Genentech Agreement, Section 3.4 of the Astellas Agreement, Sections 8.4 and 8.5 of the Takeda Agreement, the last sentence of Section 3.6 of the Roche Agreement, and the last sentence of Section 2.1 of the OMT Agreement, which purports to restrict the Debtor or any of its Affiliates from conducting activities that are outside the scope of the exclusive Intellectual Property license granted to the applicable Outbound Licensee under an Outbound License Agreement (such provisions, collectively, the "**Noncompete Provisions**"), is not binding on the Buyer or any of its Affiliates following the Closing. The Outbound License Agreements were validly rejected by the Debtor pursuant to section 365, and neither the Debtor nor the Buyer or any of its Affiliates are bound to future performance under the Outbound License Agreements. The Acquired Assets are not acquired

subject to any of the Noncompete Provisions, the Noncompete Provisions are not protected by, or otherwise enforceable under, section 365(n) of the Bankruptcy Code, and the Noncompete Provisions will not be, and hereby are deemed to not be, binding on the Buyer or any of its Affiliates after the Closing Date (the findings in this paragraph, the "**Noncompete Findings**").

DD. Validity of Transfer. The consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(f), and 365(n) thereof, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Purchase Agreement, including without limitation, the Sale Transaction.

EE. The Purchase Agreement has been duly and validly executed and delivered by the Debtor and, subject to the terms of the Purchase Agreement, shall constitute valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with its terms. The Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtor and any chapter 7 or chapter 11 trustee appointed in this Chapter 11 Case, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

FF. Compelling Circumstances for an Immediate Sale. To maximize the value of the Acquired Assets, it is essential that the transactions contemplated by the Purchase Agreement occur within the time constraints set forth therein. Time is of the essence in consummating the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules

6004(h) and 6006(d) with respect to the Sale Transaction. The transactions contemplated by the Purchase Agreement neither impermissibly restructure the rights of the Debtor's creditors nor impermissibly dictate the terms of a chapter 11 plan for the Debtor (any such chapter 11 plan, the "**Plan**"), and therefore, do not constitute a *sub rosa* plan.

GG. Assumption, Assignment and/or Transfer of the Acquired Contracts. The Debtor has demonstrated (a) that it is an exercise of its sound business judgment to assume and assign the Acquired Contracts to the Buyer, in connection with the consummation of the Sale Transaction and (b) that the assumption and assignment of the Acquired Contracts to the Buyer is in the best interests of the Debtor, its estate, its creditors, and other parties in interest. The Acquired Contracts being assigned to the Buyer are an integral part of the Acquired Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Acquired Contracts are reasonable and enhance the value of the Debtor's estate. Each and every provision of the documents governing the Acquired Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Acquired Assets, if any, has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to an Acquired Contract that has not filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

HH. To the extent necessary or required by applicable law, the Debtor has or will have as of the Closing Date: (a) cured, or provided adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Acquired Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) provided compensation, or adequate

assurance of compensation, to any party for any actual pecuniary loss to such party resulting from such default, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code.

II. With respect to all Acquired Contracts, the Debtor is entitled to the protections of section 365(k) of the Bankruptcy Code as of the Closing Date, subject to the terms of the Purchase Agreement.

JJ. The promise of the Buyer to perform the obligations first arising under the Acquired Contracts after the assumption and assignment to the Buyer constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparty to the Acquired Contract.

KK. The legal and factual bases set forth in the Motion and presented at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement attached hereto as **Exhibit 1** and the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, is authorized and approved.

2. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such objections and responses, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief granted herein, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

A. Approval of the Purchase Agreement

3. The Purchase Agreement, all other ancillary documents related thereto or contemplated thereby that have been filed with the Court, and all of the terms and conditions thereof, including all of the transactions contemplated therein, are hereby approved, and the Debtor is authorized to execute Transaction Agreements in accordance with the terms of the Purchase Agreement. The consummation of the Sale Transaction is hereby authorized under sections 105, 363, and 365 of the Bankruptcy Code.

4. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtor and its respective officers, employees, and agents are authorized and directed to take any and all actions necessary, appropriate, or reasonable to perform, consummate, implement, and close the Sale Transaction, including, without limitation, the (a) sale to the Buyer of all Acquired Assets, in accordance with the terms and conditions set forth in the Purchase Agreement and this Order, and (b) execution, acknowledgment, and delivery of such deeds, assignments, conveyances, and other assurances, documents and instruments of transfer, and any action for purposes of assigning, transferring, granting, conveying, and confirming to the Buyer, or reducing to possession, the Acquired Assets, all without further order of this Court. The Debtor is further authorized and directed to pay, without further order of this Court, whether before, at, or after the Closing Date, any expenses or costs that are required to be paid by the Debtor under the Purchase Agreement, this Order, or the Bidding Procedures Order, in order to consummate the Sale Transaction or perform its obligations under the Purchase Agreement.

5. All persons and entities (and their respective Affiliates, agents, successors and assigns), including, without limitation, the Debtor, the Debtor's estate, any and all debt security holders, including the DIP Lender (as defined in the Interim DIP Order), equity security holders,

governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, and any other creditors who may or do hold claims or other Claims and Interests against the Debtor or the Acquired Assets, arising under or out of, in connection with, or in any way relating to, the Debtor, the Acquired Assets, the operation or ownership of the Acquired Assets by the Debtor prior to the Closing Date, or the Sale Transaction, are hereby prohibited, forever barred, enjoined, and estopped from asserting or pursuing such claims or other Claims and Interests against the Buyer, its Affiliates, successors, assigns, or property, or the Acquired Assets, including, without limitation, taking any of the following actions with respect to any claims or other Claims and Interests: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Acquired Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Acquired Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (c) creating, perfecting, or enforcing any claim or other Claim or Interest against the Acquired Assets, Buyer, its Affiliates, any of their respective successors, assigns, and properties; (d) asserting a claim or other Claim or Interest as a setoff (except for setoffs exercised prior to the Petition Date), or right of subrogation, of any kind against any obligation due against Acquired Assets, Buyer, its Affiliates, any of their respective successors, assigns, and properties; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Purchase Agreement, or the agreements or actions contemplated or taken in respect thereof, including the Debtor's ability to transfer the Acquired Assets to the Buyer in accordance with the terms of this Order and the Purchase Agreement. Following the Closing Date, no holder of any Claim or Interest in or against the Debtor

or the Acquired Assets shall interfere with the Buyer's title to or use and enjoyment of the Acquired Assets based on or related to any such Claim or Interest or based on any action or omission of the Debtor, including any action or omission of the Debtor in this Chapter 11 Case or any successor cases. No such Person shall assert or pursue any such claim or other Claim or Interest against the Buyer or its Affiliates, successors or assigns.

6. The sale of the Acquired Assets to the Buyer under the Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Acquired Assets are located, and the sale of the Acquired Assets to the Buyer may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer theories whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

B. Transfer of the Acquired Assets Free and Clear

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Acquired Assets shall be sold free and clear of (i) all Assertable Claims and Interests to the extent section 363(f) is satisfied and (ii) all Claims and Interests, with all such Claims and Interests to attach to the proceeds of the Sale Transaction to be received by the Debtor with the same validity, force, priority and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

8. On the Closing Date, all of the Debtor's right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in the Buyer pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code free and clear of any and all Claims and

Interests. Such transfer shall constitute a legal, valid, binding and effective transfer of, and shall vest the Buyer with, all of the Debtor's right, title and interest in and to, and possession of the Acquired Assets. All persons or entities, presently or on or after the Closing Date, in possession of some or all of the Acquired Assets are authorized and directed to surrender possession of the Acquired Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

9. Without limiting the generality of the foregoing, the Acquired Avoidance Actions are hereby assigned and transferred to the Buyer. The Buyer is entitled to pursue, prosecute, settle, or abandon the Acquired Avoidance Actions in its sole and absolute discretion.

10. If, after the Closing Date, Buyer or the Debtor becomes aware that any asset or right that constitutes an Acquired Asset was not delivered to Buyer on the Closing Date (collectively, "**Omitted Assets**"), then the Debtor is authorized and directed to promptly transfer such Omitted Assets to Buyer for no additional consideration, and if such transfer is not legally permissible, then the Debtor shall obtain or structure an arrangement for Buyer to receive (or for the Debtor and its Affiliates to enforce for the benefit of Buyer), whether by license or sub-license (which shall be exclusive, worldwide, perpetual, irrevocable, and fully paid), sub-assignment, or by other means, the economic and operational claims, rights, and benefits of ownership of such Omitted Assets, including the net profits from the operation or subsequent sale of such Omitted Assets, and including the right to manage and control such Omitted Assets, in each case for no additional consideration.

11. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other

intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby authorized, and each of the foregoing persons and entities that received notice hereof is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction.

12. The Debtor is authorized and directed to execute such documents as may be necessary to release any Claims and Interests of any kind against the Acquired Assets as such Claims and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Claims and Interests against or in the Acquired Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Interests that such person or entity has with respect to the Acquired Assets, (a) the Debtor is hereby authorized and directed to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets; (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims and Interests against the Buyer and the applicable Acquired Assets; (c) the Debtor's creditors and the holders of any Claims and Interests, including the DIP Lender, are authorized to execute such documents and take all other actions as may be necessary to terminate, discharge, or release their Claims and Interests in the Acquired Assets; (d) the Buyer may seek in this Court or any other

court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all such Claims and Interests with respect to the Acquired Assets. If any of the Debtor's creditors or any other holders of any Claims and Interests fail to execute any such documents or instruments or take any such actions, the Buyer is authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such Claims and Interests. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear of Claims and Interests shall be self-executing, and neither the Debtor nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

13. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Acquired Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, authorized to be transferred to the Buyer with respect to the Acquired Assets as of the Closing Date. To the extent the Buyer cannot operate under any such license, permit, registration and governmental authorization or approval in accordance with the previous sentence, then to the maximum extent permitted under applicable law, such licenses, permits, registrations and governmental authorizations and approvals shall be in effect while the Buyer, with assistance from the Debtor to the extent required under the Purchase Agreement, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of such licenses, permits, registrations and governmental authorizations and approvals to the Buyer.

14. No Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend or refuse to renew any permit, license or similar grant relating to the operation of the Acquired Assets on account of the filing or pendency of this Chapter 11 Case or the consummation of the Sale Transaction to the extent that any such action by a Governmental Unit or any representative thereof would violate section 525 of the Bankruptcy Code.

C. No Successor Liability

15. Upon the Closing Date, except as provided in the Purchase Agreement, the entry of this Order and the approval of the terms of the Purchase Agreement shall mean that the Buyer (and any of its Affiliates, successors, or assigns), as a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Acquired Assets, shall not be deemed to: (a) be a legal successor or successor employer to the Debtor (including with respect to any health or benefit plans), or otherwise be deemed a successor to the Debtor, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (b) have, *de facto*, or otherwise, merged or consolidated with or into the Debtor; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor, including, in the case of each of (a)–(c), without limitation, (i) within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.) ("**WARN**"), to the greatest degree allowed by applicable law, the Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**"), the Fair Labor Standards Act, Title VII

of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. or (ii) in respect of (1) to the greatest degree allowable by applicable law, any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, (2) any liabilities, penalties, costs, debts, or obligations of or required to be paid by the Debtor for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or (3) any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine.

16. Without limiting the generality of the foregoing, and except as otherwise provided in the Purchase Agreement and this Order, neither the Buyer nor any of its Affiliates shall have any responsibility for any (a) liability or other obligation of the Debtor related to the sale and transfer of the Acquired Assets to the Buyer other than the Assumed Liabilities, or (b) claims against the Debtor or any of its predecessors or Affiliates. By virtue of the Buyer's purchase of the Acquired Assets, neither the Buyer nor any of its Affiliates shall have any liability whatsoever with respect to the Debtor's (or its predecessors' or Affiliates') respective businesses or operations or any of the Debtor's (or its predecessors' or Affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, to the greatest degree allowed by applicable law, environmental (including, but not limited to, CERCLA), successor, or transferee liability, de facto merger or substantial continuity, labor and employment (including, but not limited to, WARN) or products liability law, whether known or unknown as of the Closing Date, now existing or hereafter arising,

asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of the Debtor's employment agreements or health or benefit plans, any settlement or injunction or any liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing Date (collectively, with the potential claims set forth in paragraph 15, "**Successor Liability**"). The Buyer would not have acquired the Acquired Assets but for the foregoing protections against Successor Liability.

D. Assumption and Assignment of Acquired Contracts

17. Notwithstanding any provision of any contract governing the Acquired Assets, including any Acquired Contract to be assumed and assigned to the Buyer as of the Closing Date, pursuant to section 365(f) of the Bankruptcy Code or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of the Acquired Assets, including any Acquired Contracts, at the Closing Date, the Debtor shall, in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code, (i) assign the Acquired Assets to the Buyer and (ii) assume and assign the Acquired Contracts set forth on **Exhibit 2** (as may be updated from time to time in accordance with the Purchase Agreement and this Order, the "**Acquired Contracts Exhibit**") attached hereto, to the Buyer as of the Closing Date, in each case, which assignments shall take place on and be effective as of the Closing Date or such other date after the Closing Date, subject to the terms of the Purchase Agreement, this Order, the Bidding Procedures Order, or as otherwise provided by a separate order of this Court.

18. The Debtor is authorized, in accordance with the Purchase Agreement and at the direction of the Buyer, (i) at any time that is at least two (2) days prior to the Closing Date, (a) remove a contract from the Acquired Contracts Exhibit or (b) modify the previously stated Cure Cost associated with any Acquired Contract, or (ii) at any time that is at least two (2) days prior to

the effective date of any chapter 11 plan in respect of the Debtor (provided, that any relevant counterparties are provided with at least ten (10) days' notice, unless such counterparty agrees otherwise), add previously omitted executory contracts and unexpired leases as contracts to be assumed and assigned to the Buyer (any such contracts, "**Supplemental Contracts**").

19. If, in each case in accordance with the Purchase Agreement, (i) the Buyer determines that a contract that was previously an Acquired Contract will no longer be assumed and assigned, (ii) the Buyer determines that Supplemental Contracts will be assumed and assigned to Buyer in connection with the Sale Transaction, or (iii) the Debtor determines that a previously stated Cure Cost will be modified, the Debtor will file with the Court and serve on the applicable counterparties, a supplemental assumption notice (the "**Supplemental Assumption Notice**") which shall contain the same information as a Contract Assumption/Rejection Notice (as defined in the Bidding Procedures Order), and such counterparties shall have until the date that is ten (10) days after the service of the applicable Supplemental Assumption Notice to file an objection (a "**Supplemental Contract Objection**") to: (i) the modified Cure Cost for a contract previously identified as an Acquired Contract and/or (ii) the assumption and assignment of a newly-added Supplemental Contract. Any Supplemental Contract Objection shall comply with the same requirements as Contract Objections, including, without limitation, being served on Objection Recipients (as defined in the Bidding Procedures Order). The inclusion of any contract on any Supplemental Assumption Notice shall not constitute an admission that a particular contract is an executory contract or require or guarantee that such contract will be an Acquired Contract.

20. If no Contract Objection or Supplemental Contract Objection is timely received with respect to (i) a Supplemental Contract or (ii) an Acquired Contract, the Cure Cost of which was modified by the Supplemental Assumption Notice (a "**Revised Cure Cost Contract**"): (a)

the counterparty to such contracts shall be deemed to have consented to the assumption by the Debtor and assignment to Buyer of the Supplemental Contract or Revised Cure Cost Contract, and be forever barred from asserting any objection with regard to such assumption and assignment; (b) any and all defaults under the Supplemental Contract or Revised Cure Cost Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Cure Cost set forth in the Supplemental Assumption Notice, as applicable, for such Supplemental Contract or Revised Cure Cost Contract; (c) the Cure Cost set forth in the Supplemental Assumption Notice, as applicable, for such Supplemental Contract or Revised Cure Cost Contract shall be controlling, notwithstanding anything to the contrary in such Supplemental Contract or Revised Cure Cost Contract, or any other related document; and (d) the Supplemental Contract shall be added to the list of Acquired Contracts, and shall be an Acquired Contract for all purposes of this Order.

21. If a timely Supplemental Contract Objection is received and such objection cannot otherwise be resolved by the parties, the Debtor shall request that a hearing be scheduled and held before this Court on an expedited basis to resolve such objection; *provided*, that to the extent a Supplemental Contract Objection relates solely to the amount of the Cure Cost (a "**Cure Cost Dispute**"), the Debtor may assume and/or assume and assign the applicable Supplemental Contract or Revised Cure Cost Contract prior to the resolution of such Cure Cost Dispute if the Debtor reserves cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the counterparty or counterparties to such Supplemental Contract or Revised Cure Cost Contract. The Debtor, with the consent of the Buyer, may settle any Cure Cost Dispute without any further notice to any other party or any action, order, or approval of this Court.

22. If a timely Supplemental Contract Objection is received and such objection cannot otherwise be resolved prior to the Closing Date (i) Buyer may, in its sole discretion, by written notice to the Debtor, elect to remove such executory contract or unexpired lease from the list of Acquired Contracts, in which case such executory contract or unexpired lease shall be a Retained Asset for all purposes of the Purchase Agreement and no Liabilities arising thereunder shall be assumed or borne by Buyer, or (ii) Buyer may elect to temporarily treat such executory contract or unexpired lease as a "**Designated Contract**" and proceed to Closing without any modification to the Purchase Price, without the assignment of such Designated Contract, and determine within seven (7) Business Days after resolution of such objection (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty) whether to treat such Designated Contract as an Acquired Contract or a Retained Asset. For any Designated Contracts that are the subject of a pending Supplemental Contract Objection with respect solely to the amount of the Cure Cost at the time of Closing, the Debtor shall reserve funding for such disputed Cure Costs pending resolution of the dispute.

23. To the fullest extent permitted by the Bankruptcy Code, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the counterparty to any Acquired Contract is forever barred from raising or asserting against Buyer any assignment fee, rent acceleration, rent increase on account of assignment, default, breach, claim, pecuniary loss, or prohibition, restriction, or condition to assignment, arising under or related to an Acquired Contract, existing as of the date that such Acquired Contract is assumed, assigned and sold or arising by reason of the Closing Date. Notwithstanding any term of any Acquired Contract to the contrary, any extension or renewal options or other rights contained in such Acquired Contract that purport to be personal only to, or exercisable only by, the Debtor, a named entity, or an entity operating under a specific

trade name, may, in each case, be freely exercised to their full extent by the Buyer subject to the other applicable terms of the Acquired Contract. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liabilities or obligations with respect to the Acquired Contracts after such assignment to, and assumption by, the Buyer, subject to the terms of the Purchase Agreement.

E. Rejection of Outbound License Agreements

24. This Court approves the Debtor's rejection of the Outbound License Agreements, and such rejection of the Outbound License Agreements is effective as of the Closing Date. The Debtor and the Buyer and its Affiliates are not bound to future performance under the Outbound License Agreements, the Acquired Assets are not acquired subject to the Noncompete Provisions, the Noncompete Provisions are not protected by, or otherwise enforceable under, section 365(n) of the Bankruptcy Code, and the Noncompete Provisions will not be binding on the Buyer or its Affiliates following the Closing Date. Without limiting the generality of the foregoing provisions of this Order, the Buyer has no Successor Liability with respect to any obligations of the Debtor under the Outbound License Agreements, and the Acquired Assets are sold free and clear of all Claims and Interests, including counterparty rights provided by section 365(n) of the Bankruptcy Code.

25. Unless a counterparty to an Outbound License Agreement has made the election contemplated by section 365(n)(1)(B) of the Bankruptcy Code (each such counterparty, an "**Electing Licensee**"), and filed a Notice of Election (as defined in the Bidding Procedures Order) by the Election Deadline or Supplemental Election Deadline (each as defined in the Bidding Procedures Order) as applicable, such counterparty shall be 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. Effective as of the Closing Date, all Electing Licensees shall make all 365(n)(2)(B) Royalty Payments under their respective Outbound License Agreement to the Buyer, and Buyer shall have the rights and remedies that otherwise would have been available to the Debtor in the event an Electing Licensee fails to make all required 365(n)(2)(B) Royalty Payments, or breaches the terms of the applicable Outbound License Agreement.

F. Good Faith; Arm's Length Sale

26. The Purchase Agreement was negotiated and executed by the Debtor and the Buyer, and the transactions contemplated thereby, including, without limitation, the Sale Transaction, are and have been undertaken, by the Debtor, the Buyer and their respective representatives at arm's length, without collusion and in "good faith," as such term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction, the Noncompete Findings, or any term of the Purchase Agreement (including the assumption and assignment by the Debtor of any Acquired Contracts), and shall not permit the unwinding of the Sale Transaction. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections under section 363(m) of the Bankruptcy Code.

27. Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement or the transactions contemplated thereby, including, without limitation, the Sale Transaction, to be avoided, or for damages or costs to be imposed, under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Acquired Assets under the Purchase Agreement is fair and reasonable, and the Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

G. Related Relief

28. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtor that are approved by this Order, including, without limitation, the Purchase Agreement and the Sale Transaction.

29. The automatic stay provisions of section 362 of the Bankruptcy Code are modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Order.

30. This Order and the Purchase Agreement shall be binding in all respects upon all pre-petition and post-petition creditors of the Debtor, all interest holders of the Debtor, the UCC, any Court-appointed committee, all successors and assigns of the Debtor and its Affiliates and subsidiaries, and any trustees, examiners, "responsible persons," or other fiduciaries appointed in this Chapter 11 Case or upon a conversion of this Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the Purchase Agreement and Sale Transaction shall not be subject to rejection or avoidance under any circumstances by any party. This Order shall be binding in all respects upon, and shall inure to the benefit of, all successors and assigns of the Buyer.

31. This Court retains jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction and to the assumption and assignment or rejection of any executory contracts (including any Outbound License Agreements) thereunder.

32. The Purchase Agreement, Transaction Agreements, and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court.

33. This Order is intended to constitute a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply; (b) the Debtor is not subject to any stay of this Order or in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Debtor and the Buyer may, each in its discretion and without further delay, take any action and perform any act authorized under this Order.

34. In the event of any inconsistency between this Order and the Purchase Agreement, and solely to the extent of such inconsistency, the terms of this Order shall control.

35. The provisions of this Order are non-severable and mutually dependent.

36. The provisions of this Order and any actions taken pursuant hereto shall survive and remain effective notwithstanding any order that may be entered (a) confirming any Plan in this Chapter 11 Case; (b) converting any of this Chapter 11 Case to cases under chapter 7 of the Bankruptcy Code; or (c) dismissing any of this Chapter 11 Case.

37. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Exhibit 1

Purchase Agreement

Exhibit 2

Acquired Contracts Exhibit

Exhibit B-2

Merope Successful Bidder Sale Order Redline

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.	)	**Related D.I. 13**

ORDER (A) AUTHORIZING AND APPROVING THE DEBTOR'S ENTRY INTO AN ASSET PURCHASE AGREEMENT WITH MEROPE ACQUISITION SUB, LLC, (B) AUTHORIZING THE SALE OF THE ACQUIRED ASSETS FREE AND CLEAR OF ALL CLAIMS AND INTERESTS, (C) APPROVING THE ASSUMPTION AND ASSIGNMENT OF THE ACQUIRED CONTRACTS, (D) AUTHORIZING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS AND (E) GRANTING RELATED RELIEF

Upon the motion [Docket No. ~~[●]~~13] (the "**Motion**"),[2] of the above referenced debtor and debtor in possession (the "**Debtor**") for entry of an order (this "**Order**"), among other things: (a) authorizing and approving the Debtor's entry into and performance under the Purchase Agreement with the Buyer (as defined below), (b) authorizing the Sale Transaction (as defined below), free and clear of any Claims and Interests (as defined below), (c) authorizing and approving the assumption and assignment of certain executory contracts and unexpired leases in connection with the Sale Transaction, (d) authorizing the rejection of certain executory contracts, and (e) granting related relief; and this Court having previously entered the *Order (~~I~~)(A) Approving Bidding Procedures for Sale of the Debtor's Assets, (B) Approving the Debtor's Entry into the Stalking Horse APAs and Granting Bid Protections, (C) Authorizing the Debtor to Designate Additional Stalking Horse Bidders and Granting Bid Protections, (D) Approving Assumption and*

[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 otherwise defined herein shall have the respective meanings ascribed to such terms in the Motion or the Purchase Agreement (as defined below), as applicable.

Rejection Procedures, (E) Scheduling an Auction and Sale Hearing and Approving the Forms and Manner of Notice Thereof, and (~~H~~F) Granting Certain Related Relief [Docket No. ~~[●]~~122] (the "**Bidding Procedures Order**"), authorizing and approving, among other things, Bidding Procedures for the Acquired Assets, the Merope Bid Protections (as defined in the Bidding Procedures Motion), and the designation of the Buyer (as defined below) as the Merope Stalking Horse Bidder (as defined in the Bidding Procedures Motion); and the Debtor having executed that certain *Asset Purchase Agreement*, dated as of ~~[●]~~June 22, 2026 (as may be amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "**Purchase Agreement**"), by and between Sangamo Therapeutics, Inc. ("**Sangamo**") and Merope Acquisition Sub, LLC (together with any Designated Purchaser, the "**Buyer**"), a copy of which is attached hereto as **Exhibit 1**, providing for the Contemplated Transactions, including, among other things, the sale of the Acquired Assets identified therein (all such transactions, collectively, the "**Sale Transaction**") free and clear of any Claims and Interests and the assumption and assignment to the Buyer of certain executory contracts and unexpired leases in connection with the Sale Transaction; and the Debtor having filed the [*Notice of the Debtor's Designation of Merope Acquisition Sub, LLC as the Successful Bidder with Respect to the Acquired Assets*] [Docket No. [●]] (the "**Notice of Successful Bidder**"), announcing that, in accordance with the Bidding Procedures Order and after consultation with the Consultation Parties, the Debtor decided, in its reasonable business judgment, to designate the Buyer's stalking horse bid (the "**Merope Stalking Horse Bid**") as the highest and best bid for the Acquired Assets; and this Court having conducted a hearing on ~~[●]~~August 20, 2026, to consider approval of the Sale Transaction (the "**Sale Hearing**") in accordance with the Bidding Procedures Order; and this Court having reviewed and considered (a) the Motion and the exhibits thereto, (b) the Bidding Procedures Order, (c) the Purchase

Agreement, (d) the ~~Declaration~~Declarations,[3] (e) the objections and other responses to approval of the Sale Transaction, and (f) the arguments and representations of counsel made, and the evidence proffered or adduced at, the Sale Hearing; and all parties in interest having been heard or having had the opportunity to be heard regarding the Sale Transaction and the relief requested in the Motion and provided in this Order; and due and sufficient notice of the Sale Hearing and the relief sought therein having been given under the particular circumstances of the Debtor's chapter 11 case (this "**Chapter 11 Case**") and in accordance with the Bidding Procedures Order; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Motion and provided in this Order is in the best interests of the Debtor, its estate, its creditors, and all parties in interest; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion, the ~~Declaration~~Declarations, and at the Sale Hearing, establish just cause for the relief granted herein; and after due deliberation thereon,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction. This Court has jurisdiction over this matter and over the property of the Debtor's estate, including the Acquired Assets, 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. This Court may enter a final order hereon under Article III of the United States Constitution.

B. Venue. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b).

[3] The "**~~Declaration~~Declarations**" means the *Declaration of Geoffrey Richards in Support of ~~the~~Debtor's Bidding Procedures Motion* [Docket No. 14] and the *Supplemental Declaration of Geoffrey Richards in Support of the Sale of the Merope Assets* [Docket No. [●]].

C. Statutory and Legal Predicates. The statutory and other legal predicates for the relief requested in the Motion and for the approvals and authorization herein are sections 105, 363, and 365 of the Bankruptcy Code. The Motion is a procedurally proper mechanism for enforcement of this Order. The Debtor was not required to commence an adversary proceeding to obtain the relief set forth herein. The relief granted herein is also authorized under Bankruptcy Rules 2002, 6004, 6006, 9006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1.

D. Final Order. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). To the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, waives any stay and expressly directs entry of judgment as set forth herein and authorizes the Closing of the Sale Transaction contemplated hereby without regard to any stay or delay in its implementation.

E. Bankruptcy Rule 7052. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. All findings of fact and conclusions of law announced by the Court at the Sale Hearing are hereby incorporated herein to the extent not inconsistent herewith.

F. Incorporation by Reference. Findings of facts and conclusions of law in the Bidding Procedures Order are incorporated herein by reference.

G. Sale Notice. As shown in the affidavits of service filed with this Court [Docket Nos. 180, 185, and 193] and the representations or proffers made on the record at the Sale

Hearing, (a) the Debtor has provided due, good, proper, timely, reasonable, adequate, appropriate, and sufficient notice of, and sufficient opportunity to object to, the Motion, the Bidding Procedures, the Sale Hearing, the Sale Transaction, the proposed rejection of the Outbound License Agreements (as defined below), the proposed assumption and assignment of the Acquired Contracts, and the proposed entry of this Order in compliance with all requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (b) such notice was adequate and sufficient under the circumstances of this Chapter 11 Case and complied with the Bidding Procedures Order and other orders of this Court, and (c~~) to the extent any party-in-interest was not directly served with the Sale Notice, such party-in-interest shall be deemed to have received constructive notice of the Sale Hearing, the Sale Transaction, and all related proceedings based on such party-in-interest's receipt of notice of the commencement of this Chapter 11 Case or the publication of the Sale Notice on the case information website, and (d~~) except with respect to any Supplemental Assumption Notice (as defined below), no other or further notice is necessary or shall be required. The procedures set out in this Order for the supplemental assignment and assumption of contracts to be added to the list of Acquired Contracts will provide counterparties with adequate and sufficient notice under the circumstances of this Chapter 11 Case.

H. Opportunity to Object. A reasonable opportunity to object or be heard regarding the relief granted in this Order, including, but not limited to, the assumption and assignment of the Acquired Contracts, has been afforded to all interested parties, including, but not limited to, the Sale Notice Parties.

I. Compliance with Bidding Procedures and Bidding Procedures Order. As demonstrated by evidence proffered or adduced and the representations of counsel at the Sale

Hearing, the Bidding Procedures (as approved by the Bidding Procedures Order) were substantively and procedurally fair to all parties, were the result of the arm's-length negotiations and provided a full, fair, and reasonable opportunity for any party to make an offer to purchase the Acquired Assets. The disclosures made by the Debtor concerning the Motion with respect to the Sale Transaction, the assumption and assignment of the Acquired Contracts to Buyer, and the Sale Hearing were good, complete, and adequate. The Debtor, the Buyer, and their respective counsel and other advisors have complied, in good faith, with the Bidding Procedures Order and the Bidding Procedures in all respects. The Debtor and its professionals have adequately and appropriately marketed the Acquired Assets in good faith and in compliance with the Bidding Procedures and the Bidding Procedures Order in all respects. As demonstrated by (a) any testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing and (b) the representation of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtor (i) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest and best offer to purchase the Acquired Assets, (ii) provided potential purchasers sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets, and (iii) considered any bids properly submitted in accordance with the Bidding Procedures. Buyer was approved as the Merope Stalking Horse Bidder under the Bidding Procedures Order and was determined, after consultation with the Consultation Parties, to be the Successful Bidder for the Acquired Assets.

J. The Merope Stalking Horse Bid, including the form and total consideration to be realized by the Debtor under the Purchase Agreement, (a) constitutes the highest and best offer

received by the Debtor for the Acquired Assets, (b) is fair and reasonable, and (c) is in the best interests of the Debtor, its estate, its creditors, and other parties in interest.

K. Business Judgment. The Debtor has demonstrated good, sufficient, and sound business reasons and justifications for entering into the Sale Transaction and performing its obligations under the Purchase Agreement, including, but not limited to, the fact that (a) the consideration provided by the Buyer under the Purchase Agreement constitutes the highest and best offer for the Acquired Assets and will provide a greater recovery for the Debtor's estate than would be provided by any other available alternative, including a separate liquidation of the Acquired Assets; and (b) unless the Sale Transaction is concluded expeditiously as provided for in the Motion and pursuant to the Purchase Agreement, recoveries for the Debtor's creditors and estate will be diminished.

L. Corporate Authority. The Acquired Assets are owned by the Debtor and constitute property of the Debtor's estate and title thereto is vested in the Debtor's estate within the meaning of section 541 of the Bankruptcy Code. The Debtor (a) has full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, (b) has all of the necessary corporate power and authority to consummate the Sale Transaction, (c) has taken all corporate actions necessary to authorize and approve the Purchase Agreement, and the consummation of the Sale Transaction, and (d) subject to entry of this Order, needs no consents or approvals, including any consents or approvals from any non-Debtor entities, other than those expressly set forth in the Purchase Agreement or this Order, to consummate the Sale Transaction.

M. Good Faith. The sale process and negotiation of the Purchase Agreement engaged in by the Debtor and the Buyer was at arm's length, non-collusive, in good faith, and substantively

and procedurally fair to all parties in interest. None of the Debtor, the Buyer, nor any Affiliates, members, partners, officers, directors, principals, professionals, or shareholders of the Buyer, nor any other persons has engaged in any conduct that would cause or permit the Purchase Agreement or the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

N. The Debtor and the Buyer have complied, in good faith, in all respects with the Bidding Procedures Order and the Bidding Procedures. The Debtor, and its management, board of directors, employees, agents, advisors, and representatives, and the Buyer, its Affiliates, and each of their respective employees, agents, advisors, and representatives, each actively participated in the bidding process, and each acted in good faith and without collusion or fraud of any kind. The Buyer subjected its bid to competitive bidding in accordance with the Bidding Procedures and was designated the Successful Bidder for the Acquired Assets in accordance with the Bidding Procedures and the Bidding Procedures Order.

O. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, each term of the Purchase Agreement (and any ancillary documents executed in connection therewith) and this Order, and otherwise has proceeded in good faith in all respects in connection with this proceeding, and is therefore entitled to the full protection of section 363(m) of the Bankruptcy Code in respect of the Sale Transaction. Neither the Debtor nor the Buyer has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code. The Debtor, on behalf of its estate, was free to deal with any other party interested in buying or selling some or all of the Acquired Assets. The protections afforded by Bankruptcy Code section 363(m) are integral to the Sale Transaction and the Buyer would not consummate the Sale Transaction without such protections.

P. Buyer is Not an Insider. Neither the Buyer nor any of its Affiliates, officers, directors, managers, shareholders, members, or any of their respective successors or assigns is an "insider" of the Debtor, as that term is defined under section 101(31) of the Bankruptcy Code. No common identity of directors, managers, controlling shareholders, or members exists between the Debtor and the Buyer.

Q. No Fraudulent Transfer. The consideration provided by the Buyer for the Acquired Assets pursuant to the Purchase Agreement (a) is fair and reasonable, (b) is the highest and best offer for the Acquired Assets, (c) will provide a greater recovery for the Debtor's creditors and estate than would be provided by any other practical available alternative, and (d) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, and each state, territory, possession, and the District of Columbia.

R. The Purchase Agreement was not entered into, and neither the Debtor nor the Buyer entered into the Purchase Agreement or ~~propose~~proposed to consummate the Sale Transaction, with fraudulent intent or for the purpose of (a) escaping liability for any of the Debtor's debts, or (b) hindering, delaying, or defrauding the Debtor's present or future creditors, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

S. Free and Clear. The transfer of the Acquired Assets to the Buyer will be a legal, valid, and effective transfer of the Acquired Assets, and will vest the Buyer with all right, title, and interest of the Debtor in and to the Acquired Assets free and clear of all claims (including, without limitation, any and all "claims" as that term is defined and used in the Bankruptcy Code, including

section 101(5) thereof), liens (including, without limitation, any and all statutory, mechanic's, ~~builders~~builder's, materialmen's or similar lien on real and/or personal property "liens" as that term is defined and used in the Bankruptcy Code, including section 101(37) thereof), liabilities, interests, rights, and claims and interests relating to, accruing, or arising any time prior to the Closing Date, including, without limitation, the following: all DIP Obligations (as defined in the Interim DIP Order) of any kind, all mortgages, restrictions (including, without limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income or other exercise of any attributes of ownership), hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, sublicenses, options, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, contract rights, rights of setoff, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, to the greatest degree allowed by applicable law environmental rights and claims (including, without limitation, toxic tort claims), labor rights and claims, employment rights and claims, pension rights and claims, tax claims, regulatory violations by any governmental entity, decrees of any court (other than this Court) or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, reclamation claims, obligation claims, demands, guaranties, option rights or claims, rights, contractual or other commitment rights and claims, rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute, the Noncompete Provisions (as defined below) under the Outbound License Agreements (as defined below), and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-

contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, senior or subordinated, whether arising prior to or subsequent to the commencement of this Chapter 11 Case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor or transferee liability or related theories (all of the foregoing, the "**Assertable Claims and Interests**", but excluding the Assumed Liabilities and the Permitted Liens, collectively being referred to in this Order as "**Claims and Interests**").

T. Those holders of Assertable Claims and Interests who did not object or who withdrew their objections to the Motion are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims and Interests who did object and did not withdraw their objections to the Motion, if any, fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code.

U. Any (i) counterparties to the Outbound License Agreements and (ii) licensees of a right to "intellectual property," as such term is defined in section ~~105~~101(35A) of the Bankruptcy Code, in respect of the Acquired Assets who hold or could hold rights under section 365(n) of the Bankruptcy Code, in each case who did not object or who withdrew their objections to the Motion, are deemed to have consented to the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code.

V. The Debtor, to the extent permitted by applicable law, may transfer the Acquired Assets free and clear of all Claims and Interests, including, without limitation, rights or claims based on any successor or transferee liability, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied.

W. The Buyer would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, including, without limitation, the Sale Transaction, if (a) the transfer of the Acquired Assets was not free and clear of all Claims and Interests, or (b) the Buyer would, or in the future could, be liable for or subject to any such Claims and Interests.

X. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly orders that none of the Buyer, its respective Affiliates, its respective present or contemplated members or shareholders, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff (except for setoffs exercised prior to the Petition Date), or otherwise, directly or indirectly, any Claims and Interests.

Y. Not transferring the Acquired Assets free and clear of all Claims and Interests would adversely impact the Debtor's efforts to maximize the value of its estate, and the transfer of the Acquired Assets other than pursuant to a transfer that is free and clear of all Claims and Interests would be of substantially less benefit to the Debtor's estate.

Z. No Successor, Transferee, or Similar Liability. As a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Acquired Assets, (a) neither the Buyer nor any of its Affiliates shall be deemed to be a mere continuation of the Debtor or its estate, nor shall there be deemed to be a continuity or common identity between the Buyer, the Debtor, or any of its Affiliates, or any continuity of enterprise between the Buyer, the Debtor, or any of their respective Affiliates; (b) neither the Buyer nor any of its Affiliates shall be deemed to be holding themselves out to the public as a continuation of the

Debtor; and (c) neither the Buyer nor any of its Affiliates are to be deemed a successor to the Debtor or its estate and none of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction amounts to a consolidation, merger, or *de facto* merger of the Buyer or any of its Affiliates with or into the Debtor. There is not substantial continuity between the Buyer on the one hand, and the Debtor and/or its estate, on the other. There is no continuity of enterprise between either the Buyer, on the one hand, and the Debtor and/or its estate, on the other. The Buyer is not (a) a mere continuation of the Debtor or its estate or (b) a successor to the Debtor or its estate.

AA. Without limiting the generality of the foregoing, and other than as may be set forth in the Purchase Agreement, none of the Buyer, its Affiliates, the present or contemplated members or shareholders of the Buyer, and its Affiliates, or the Acquired Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Claims and Interests relating to any U.S. federal, state or local income tax liabilities, that the Debtor may incur in connection with consummation of the Sale Transaction, or that the Debtor has otherwise incurred prior to the consummation of the Sale Transaction.

BB. Outbound License Agreements. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly approves the rejection of each of the Outbound License Agreements, including (i) that certain License Agreement, dated August 2, 2024, by and between Genentech and Sangamo (the "**Genentech Agreement**"), (ii) that certain License Agreement, dated December 18, 2024, by and between Astellas and Sangamo (the "**Astellas Agreement**"), (iii) that certain Amended and Restated Collaboration Agreement, dated September 1, 2015, by and between Sangamo and Shire

International GmbH, as amended (the "**Takeda Agreement**"), (iv) that certain License Agreement, dated April 2, 2008, by and between Sangamo and Open Monoclonal Technology, Inc., as amended (the "**OMT Agreement**"), (v) that certain Research and License Agreement, dated July 2, 2008, by and among F. Hoffmann-La Roche Ltd, Hoffmann-La Roche Inc. and Sangamo (the "**Roche Agreement**"), (vi) that certain Research Collaboration and License Agreement, dated December 28, 2017, by and between Alexion Pharmaceuticals, Inc. and Sangamo, as amended (the "**Alexion Agreement**"), (vii) that certain License Agreement, dated July 10, 2007, by and between Sangamo and Sigma-Aldrich Co., as amended (the "**Sigma-Aldrich Agreement**"), (viii) that certain Research and Commercial License Option Agreement, dated October 1, 2005, by and between Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC) and ~~Seller~~Sangamo, as amended (the "**Corteva Agreement**"), (ix) that certain License Agreement, dated November 12, 2025, by and between Sangamo and Miltenyi Biotec B.V. & Co. KG (the "**Miltenyi Agreement**"), (x) that certain License Agreement, dated December 19, 2008, by and between Sangamo and Pfizer Inc., as amended (the "**Pfizer Agreement**"), (xi) that certain Research and Commercial License Agreement, dated February 1, 2014, by and between Sangamo (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agrisoma Biosciences, Inc. (the "**Agrisoma Agreement**"), (xii) that certain Research License Agreement, dated October 1, 2013, by and between Sangamo (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC)) and Agriculture Victoria Services PTY LTD (the "**AVS Agreement**"), ~~and~~ (xiii) that certain Commercial License Agreement dated June 1, 2016, by and between Sangamo and Agriculture Victoria Services PTY LTD, as amended (the "**2016 AVS Agreement**"), and (xiv) that certain Research and Commercial License Agreement, dated November 9, 2012, by and between Sangamo (as successor to Corteva Agriscience LLC (f/k/a Dow AgroSciences LLC))

and Saatzucht Josef Breun GmbH & Co. KG (the "**Breun Agreement**", and, together with the Genentech Agreement, the Astellas Agreement, the Takeda Agreement, the OMT Agreement, the Roche Agreement, the Alexion Agreement, the Sigma-Aldrich Agreement, the ~~Corveta~~Corteva Agreement, the Miltenyi Agreement, the Pfizer Agreement, the Agrisoma Agreement, the AVS Agreement, the ~~Breun~~2016 AVS Agreement, and any other agreements applicable to the Acquired Assets between Sangamo and a non-debtor counterparty that is a licensee thereunder, other than an Acquired Contract, the "**Outbound License Agreements**"). The Debtor has rejected the Outbound License Agreements, and such rejection of the Outbound License Agreements is effective, legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 365(a), 365(g), and 365(n) thereof. The counterparties to the Outbound License Agreements have been afforded a reasonable opportunity to make an election under section 365(n)(1) of the Bankruptcy Code. The rejection of the Outbound License Agreements reflects the sound exercise of the Debtor's business judgment.

CC. The Buyer will not consummate the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, unless this Court expressly finds and orders that, any "noncompete", "commercial exclusivity" or similar provision in any Outbound License Agreement, however characterized, including as set forth in Article 6 of the Genentech Agreement, Section 3.4 of the Astellas Agreement, Sections 8.4 and 8.5 of the Takeda Agreement, the last sentence of Section 3.6 of the Roche Agreement, and the last sentence of Section 2.1 of the OMT Agreement, which purports to restrict the Debtor or any of its Affiliates from conducting activities that are outside the scope of the exclusive Intellectual Property license granted to the applicable Outbound Licensee under an Outbound License Agreement (such provisions, collectively, the "**Noncompete Provisions**"), is not binding on the Buyer or any of its Affiliates

following the Closing. The Outbound License Agreements were validly rejected by the Debtor pursuant to section 365, and neither the Debtor nor the Buyer or any of its Affiliates are ~~not~~ bound to future performance under the Outbound License Agreements. The Acquired Assets are not acquired subject to any of the Noncompete Provisions, the Noncompete Provisions are not protected by, or otherwise enforceable under, section 365(n) of the Bankruptcy Code, and the Noncompete Provisions will not be, and hereby are deemed to not be, binding on the Buyer or any of its Affiliates after the Closing Date (the findings in this paragraph, the "**Noncompete Findings**").

DD. Validity of Transfer. The consummation of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction, is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), 365(f), and 365(n) thereof, and all of the applicable requirements of such sections have been complied with in respect of the transactions contemplated under the Purchase Agreement, including without limitation, the Sale Transaction.

EE. The Purchase Agreement has been duly and validly executed and delivered by the Debtor and, subject to the terms of the Purchase Agreement, shall constitute valid and binding obligations of the Debtor, enforceable against the Debtor in accordance with its terms. The Purchase Agreement, the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtor and any chapter 7 or chapter 11 trustee appointed in this Chapter 11 Case, and shall not be subject to rejection or avoidance by the foregoing parties or any other person.

FF. Compelling Circumstances for an Immediate Sale. To maximize the value of the Acquired Assets, it is essential that the transactions contemplated by the Purchase Agreement

occur within the time constraints set forth therein. Time is of the essence in consummating the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale Transaction. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004(h) and 6006(d) with respect to the Sale Transaction. The transactions contemplated by the Purchase Agreement neither impermissibly restructure the rights of the Debtor's creditors nor impermissibly dictate the terms of a chapter 11 plan for the Debtor (any such chapter 11 plan, the "**Plan**"), and therefore, do not constitute a *sub rosa* plan.

GG. Assumption, Assignment and/or Transfer of the Acquired Contracts. The Debtor has demonstrated (a) that it is an exercise of its sound business judgment to assume and assign the Acquired Contracts to the Buyer, in connection with the consummation of the Sale Transaction and (b) that the assumption and assignment of the Acquired Contracts to the Buyer is in the best interests of the Debtor, its estate, its creditors, and other parties in interest. The Acquired Contracts being assigned to the Buyer are an integral part of the Acquired Assets being purchased by the Buyer and, accordingly, such assumption, assignment and cure of any defaults under the Acquired Contracts are reasonable and enhance the value of the Debtor's estate. Each and every provision of the documents governing the Acquired Assets or applicable non-bankruptcy law that purports to prohibit, restrict, or condition, or could be construed as prohibiting, restricting, or conditioning assignment of any of the Acquired Assets, if any, has been or will be satisfied or is otherwise unenforceable under section 365 of the Bankruptcy Code. Any non-Debtor counterparty to an Acquired Contract that has not filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

HH. To the extent necessary or required by applicable law, the Debtor has or will have as of the Closing Date: (a) cured, or provided adequate assurance of cure, of any default existing prior to the Closing Date with respect to the Acquired Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) provided compensation, or adequate assurance of compensation, to any party for any actual pecuniary loss to such party resulting from such default, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code.

II. With respect to all Acquired Contracts, the Debtor is entitled to the protections of section 365(k) of the Bankruptcy Code as of the Closing Date, subject to the terms of the Purchase Agreement.

JJ. The promise of the Buyer to perform the obligations first arising under the Acquired Contracts after the assumption and assignment to the Buyer constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparty to the Acquired Contract.

KK. The legal and factual bases set forth in the Motion and presented at the Sale Hearing establish just cause for the relief granted herein.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement attached hereto as **Exhibit 1** and the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, is authorized and approved.

2. Any objections and responses to the Motion or the relief requested therein that have not been withdrawn, waived, settled, or resolved, and all reservation of rights included in such

objections and responses, are overruled on the merits and denied with prejudice. All persons and entities given notice of the Motion that failed to timely object thereto are deemed to consent to the relief granted herein, including for purposes of sections 363(f)(2), 365(c)(1), and 365(e)(2) of the Bankruptcy Code.

A. Approval of the Purchase Agreement

3. The Purchase Agreement, all other ancillary documents related thereto or contemplated thereby~~,~~ that have been filed with the Court, and all of the terms and conditions thereof, including~~,~~ all of the transactions contemplated therein ~~including, without limitation, any amendment to~~, are hereby approved, and the Debtor is authorized to execute Transaction Agreements in accordance with the terms of the Purchase Agreement ~~that the Debtor and the Buyer determine is necessary or desirable in connection with the transactions are hereby approved~~. The consummation of the Sale Transaction is hereby authorized under sections 105, 363, and 365 of the Bankruptcy Code.

4. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtor and its respective officers, employees, and agents are authorized and directed to take any and all actions necessary, appropriate, or reasonable to perform, consummate, implement, and close the Sale Transaction, including, without limitation, the (a) sale to the Buyer of all Acquired Assets, in accordance with the terms and conditions set forth in the Purchase Agreement and this Order, and (b) execution, acknowledgment, and delivery of such deeds, assignments, conveyances, and other assurances, documents and instruments of transfer, and any action for purposes of assigning, transferring, granting, conveying, and confirming to the Buyer, or reducing to possession, the Acquired Assets, all without further order of this Court. The Debtor is further authorized and directed to pay, without further order of this Court, whether before, at, or after the Closing Date,

any expenses or costs that are required to be paid by the Debtor under the Purchase Agreement, this Order, or the Bidding Procedures Order, in order to consummate the Sale Transaction or perform its obligations under the Purchase Agreement.

5. All persons and entities (and their respective Affiliates, agents, successors and assigns), including, without limitation, the Debtor, the Debtor's estate, any and all debt security holders, including the DIP Lender (as defined in the Interim DIP Order), equity security holders, governmental tax and regulatory authorities, lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, and any other creditors who may or do hold claims or other Claims and Interests against the Debtor or the Acquired Assets, arising under or out of, in connection with, or in any way relating to, the Debtor, the Acquired Assets, the operation or ownership of the Acquired Assets by the Debtor prior to the Closing Date, or the Sale Transaction, are hereby prohibited, forever barred, enjoined, and estopped from asserting or pursuing such claims or other Claims and Interests against the Buyer, its Affiliates, successors, assigns, or property, or the Acquired Assets, including, without limitation, taking any of the following actions with respect to any claims or other Claims and Interests: (a) commencing or continuing in any manner any action, whether at law or in equity, in any judicial, administrative, arbitral, or any other proceeding, against the Acquired Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Acquired Assets, Buyer, and/or Buyer's properties, Affiliates, successors, and assigns; (c) creating, perfecting, or enforcing any claim or other Claim or Interest against the Acquired Assets, Buyer, its Affiliates, any of their respective successors, assigns, and properties; (d) asserting a claim or other Claim or Interest as a setoff (except for setoffs exercised prior to the Petition Date), or right of subrogation, of any kind against any

obligation due against Acquired Assets, Buyer, its Affiliates, any of their respective successors, assigns, and properties; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order, the Purchase Agreement, or the agreements or actions contemplated or taken in respect thereof, including the Debtor's ability to transfer the Acquired Assets to the Buyer in accordance with the terms of this Order and the Purchase Agreement. Following the Closing Date, no holder of any Claim or Interest in or against the Debtor or the Acquired Assets shall interfere with the Buyer's title to or use and enjoyment of the Acquired Assets based on or related to any such Claim or Interest or based on any action or omission of the Debtor, including any action or omission of the Debtor in this Chapter 11 Case or any successor cases. No such Person shall assert or pursue any such claim or other Claim or Interest against the Buyer or its Affiliates, successors or assigns.

6. The sale of the Acquired Assets to the Buyer under the Purchase Agreement constitutes a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and laws of all applicable jurisdictions, including, without limitation, the laws of each jurisdiction in which the Acquired Assets are located, and the sale of the Acquired Assets to the Buyer may not be avoided under any statutory or common law fraudulent conveyance and fraudulent transfer theories whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

B. Transfer of the Acquired Assets Free and Clear

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Acquired Assets shall be sold free and clear of (i) all Assertable Claims and Interests to the extent section 363(f) is satisfied and (ii) all Claims and Interests, with all such Claims and Interests to attach to the proceeds

of the Sale Transaction to be received by the Debtor with the same validity, force, priority and effect which they now have as against the Acquired Assets, subject to any claims and defenses the Debtor may possess with respect thereto.

8. On the Closing Date, all of the Debtor's right, title and interest in and to, and possession of, the Acquired Assets shall be immediately vested in the Buyer pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code free and clear of any and all Claims and Interests. Such transfer shall constitute a legal, valid, binding and effective transfer of, and shall vest the Buyer with, all of the Debtor's right, title and interest in and to, and possession of the Acquired Assets. All persons or entities, presently or on or after the Closing Date, in possession of some or all of the Acquired Assets are authorized and directed to surrender possession of the Acquired Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

9. Without limiting the generality of the foregoing, the Acquired Avoidance Actions are hereby assigned and transferred to the Buyer. The Buyer is entitled to pursue, prosecute, settle, or abandon the Acquired Avoidance Actions in its sole and absolute discretion.

10. If, after the Closing Date, Buyer or the Debtor becomes aware that any asset or right that constitutes an Acquired Asset was not delivered to Buyer on the Closing Date (collectively, "**Omitted Assets**"), then the Debtor is authorized and directed to promptly transfer such Omitted Assets to Buyer for no additional consideration, and if such transfer is not legally permissible, then the Debtor shall obtain or structure an arrangement for Buyer to receive (or for the Debtor and its Affiliates to enforce for the benefit of Buyer), whether by license or sub-license (which shall be exclusive, worldwide, perpetual, irrevocable, and fully paid), sub-assignment, or by other means, the economic and operational claims, rights, and benefits of ownership of such Omitted Assets,

including the net profits from the operation or subsequent sale of such Omitted Assets, and including the right to manage and control such Omitted Assets, in each case for no additional consideration.

11. This Order is and shall be binding upon and govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks, or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments; and each of the foregoing persons and entities is hereby authorized, and each of the foregoing persons and entities that received notice hereof is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction. ~~This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department or office.~~

12. The Debtor is authorized and directed to execute such documents as may be necessary to release any Claims and Interests of any kind against the Acquired Assets as such Claims and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Claims and Interests against or in the Acquired Assets shall not have delivered to the Debtor prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Claims and Interests that such person or entity has with respect to the Acquired Assets, (a) the Debtor is hereby authorized and

directed to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets; (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all such Claims and Interests against the Buyer and the applicable Acquired Assets; (c) the Debtor's creditors and the holders of any Claims and Interests, including the DIP Lender, are authorized to execute such documents and take all other actions as may be necessary to terminate, discharge, or release their Claims and Interests in the Acquired Assets; (d) the Buyer may seek in this Court or any other court to compel appropriate parties to execute termination statements, instruments of satisfaction, and releases of all such Claims and Interests with respect to the Acquired Assets. If any of the Debtor's creditors or any other holders of any Claims and Interests fail to execute any such documents or instruments or take any such actions, the Buyer is authorized to execute such documents and instruments and to take such actions on behalf of the creditor so as to document the release of such Claims and Interests. Notwithstanding the foregoing, the provisions of this Order authorizing the sale and assignment of the Acquired Assets free and clear of Claims and Interests shall be self-executing, and neither the Debtor nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

13. To the maximum extent permitted under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtor with respect to the Acquired Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, authorized to be transferred to the Buyer with respect to the Acquired

Assets as of the Closing Date. To the extent the Buyer cannot operate under any such license, permit, registration and governmental authorization or approval in accordance with the previous sentence, then to the maximum extent permitted under applicable law, such licenses, permits, registrations and governmental authorizations and approvals shall be in effect while the Buyer, with assistance from the Debtor to the extent required under the Purchase Agreement, works promptly and diligently to apply for and secure all necessary government approvals for new issuance of such licenses, permits, registrations and governmental authorizations and approvals to the Buyer.

14. No Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may deny, revoke, suspend or refuse to renew any permit, license or similar grant relating to the operation of the Acquired Assets on account of the filing or pendency of this Chapter 11 Case or the consummation of the Sale Transaction to the extent that any such action by a Governmental Unit or any representative thereof would violate section 525 of the Bankruptcy Code.

C. No Successor Liability

15. Upon the Closing Date, except as provided in the Purchase Agreement, the entry of this Order and the approval of the terms of the Purchase Agreement shall mean that the Buyer (and any of its Affiliates, successors, or assigns), as a result of any action taken in connection with the Purchase Agreement, the consummation of the transactions contemplated thereby, including, without limitation, the Sale Transaction, or the transfer or operation of the Acquired Assets, shall not be deemed to: (a) be a legal successor or successor employer to the Debtor (including with respect to any health or benefit plans), or otherwise be deemed a successor to the Debtor, and shall instead be, and be deemed to be, a new employer with respect to all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws;

(b) have, *de facto*, or otherwise, merged or consolidated with or into the Debtor; or (c) be an alter ego or a mere continuation or substantial continuation of the Debtor or the enterprise of the Debtor, including, in the case of each of (a)–(c), without limitation, (i) within the meaning of any foreign, federal, state, or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.) ("**WARN**"), to the greatest degree allowed by applicable law, the Comprehensive Environmental Response, Compensation, and Liability Act ("**CERCLA**"), the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. or (ii) in respect of (1) to the greatest degree allowable by applicable law, any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to the Closing Date (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, (2) any liabilities, penalties, costs, debts, or obligations of or required to be paid by the Debtor for any taxes of any kind for any period, labor, employment, or other law, rule, or regulation (including, without limitation, filing requirements under any such laws, rules, or regulations), or (3) any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine.

16. Without limiting the generality of the foregoing, and except as otherwise provided in the Purchase Agreement and this Order, neither the Buyer nor any of its Affiliates shall have any responsibility for any (a) liability or other obligation of the Debtor related to the sale and transfer of the Acquired Assets to the Buyer other than the Assumed Liabilities, or (b) claims against the Debtor or any of its predecessors or Affiliates. By virtue of the Buyer's purchase of the Acquired Assets, neither the Buyer nor any of its Affiliates shall have any liability whatsoever

with respect to the Debtor's (or its predecessors' or Affiliates') respective businesses or operations or any of the Debtor's (or its predecessors' or Affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, to the greatest degree allowed by applicable law, environmental (including, but not limited to, CERCLA), successor, or transferee liability, de facto merger or substantial continuity, labor and employment (including, but not limited to, WARN) or products liability law, whether known or unknown as of the Closing Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of the Debtor's employment agreements or health or benefit plans, any settlement or injunction or any liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Acquired Assets prior to the Closing Date (collectively, with the potential claims set forth in paragraph 15, "**Successor Liability**"). The Buyer would not have acquired the Acquired Assets but for the foregoing protections against Successor Liability.

D. Assumption and Assignment of Acquired Contracts

17. Notwithstanding any provision of any contract governing the Acquired Assets, including any Acquired Contract to be assumed and assigned to the Buyer as of the Closing Date, pursuant to section 365(f) of the Bankruptcy Code or applicable non-bankruptcy law that prohibits, restricts, or conditions the assignment of the Acquired Assets, including any Acquired Contracts, at the Closing Date, the Debtor shall, in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code, (i) assign the Acquired Assets to the Buyer and (ii) assume and assign the Acquired Contracts set forth on **Exhibit 2** (as may be updated from time to time in accordance with the Purchase Agreement and this Order, the "**Acquired Contracts Exhibit**") attached hereto, to the Buyer as of the Closing Date, in each case, which assignments shall take place on and be

effective as of the Closing Date or such other date after the Closing Date, subject to the terms of the Purchase Agreement, this Order, the Bidding Procedures Order, or as otherwise provided by a separate order of this Court.

18. The Debtor is authorized, in accordance with the Purchase Agreement and at the direction of the Buyer, (i) at any time that is at least two (2) days prior to the Closing Date, (a) remove a contract from the ~~list of~~ Acquired Contracts ~~to be assumed and assigned in connection with the Sale Transaction~~Exhibit or (b) modify the previously stated ~~cure cost~~Cure Cost associated with any Acquired Contract, or (ii) at any time that is at least two (2) days prior to the effective date of any chapter 11 plan in respect of the Debtor (provided, that any relevant counterparties are provided with at least ten (10) days' notice, unless such counterparty agrees otherwise), add previously omitted executory contracts and unexpired leases as contracts to be assumed and assigned to the Buyer (any such contracts, "**Supplemental Contracts**").

19. If, in each case in accordance with the Purchase Agreement, (i) the Buyer determines that a contract that was previously an Acquired Contract will no longer be assumed and assigned, (ii) the Buyer determines that Supplemental Contracts will be assumed and assigned to Buyer in connection with the Sale Transaction, or (iii) the Debtor determines that a previously stated Cure Cost will be modified, the Debtor will file with the Court and serve on the applicable counterparties, a supplemental assumption notice (the "**Supplemental Assumption Notice**") which shall contain the same information as a Contract Assumption/Rejection Notice (as defined in the Bidding Procedures Order), and such counterparties shall have until the date that is ten (10) days after the ~~filing~~service of the applicable Supplemental Assumption Notice to file an objection (a "**Supplemental Contract Objection**") to: (i) the modified Cure Cost for a contract previously identified as an Acquired Contract and/or (ii) the assumption and assignment of a newly-added

Supplemental Contract. Any Supplemental Contract Objection shall comply with the same requirements as Contract Objections, including, without limitation, being served on Objection Recipients (as defined in the Bidding Procedures Order). The inclusion of any contract on any Supplemental Assumption Notice shall not constitute an admission that a particular contract is an executory contract or require or guarantee that such contract will be an Acquired Contract.

20. If no Contract Objection or Supplemental Contract Objection is timely received with respect to (i) a Supplemental Contract or (ii) ~~for such~~an Acquired Contract, the Cure Cost of which was modified by the Supplemental Assumption Notice (a "**Revised Cure Cost Contract**"): (a) the counterparty to such contracts shall be deemed to have consented to the assumption by the Debtor and assignment to Buyer of the Supplemental Contract or Revised Cure Cost Contract, and be forever barred from asserting any objection with regard to such assumption and assignment; (b) any and all defaults under the Supplemental Contract or Revised Cure Cost Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code upon payment of the Cure Cost set forth in the Supplemental Assumption Notice, as applicable, for such Supplemental Contract or Revised Cure Cost Contract; ~~and~~ (c) the Cure Cost set forth in the Supplemental Assumption Notice, as applicable, for such Supplemental Contract or Revised Cure Cost Contract shall be controlling, notwithstanding anything to the contrary in such Supplemental Contract or Revised Cure Cost Contract, or any other related document; and (d) the Supplemental Contract shall be added to the list of Acquired Contracts, and shall be an Acquired Contract for all purposes of this Order.

21. If a timely Supplemental Contract Objection is received and such objection cannot otherwise be resolved by the parties, the Debtor shall request that a hearing be scheduled and held before this Court on an expedited basis to resolve such objection; *provided*, that to the extent a

Supplemental Contract Objection relates solely to the amount of the Cure Cost (a "**Cure Cost Dispute**"), the Debtor may assume and/or assume and assign the applicable Supplemental Contract or Revised Cure Cost Contract prior to the resolution of such Cure Cost Dispute if the Debtor reserves cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the counterparty or counterparties to such Supplemental Contract or Revised Cure Cost Contract. The Debtor, with the consent of the Buyer, may settle any Cure Cost Dispute without any further notice to any other party or any action, order, or approval of this Court.

22. If a timely Supplemental Contract Objection is received and such objection cannot otherwise be resolved prior to the Closing Date (i) Buyer may, in its sole discretion, by written notice to the Debtor, elect to remove such executory contract or unexpired lease from the list of Acquired Contracts, in which case such executory contract or unexpired lease shall be a Retained Asset for all purposes of the Purchase Agreement and no Liabilities arising thereunder shall be assumed or borne by Buyer, or (ii) Buyer may elect to temporarily treat such executory contract or unexpired lease as a "**Designated Contract**" and proceed to Closing without any modification to the Purchase Price, without the assignment of such Designated Contract, and determine within seven (7) Business Days after resolution of such objection (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty) whether to treat such Designated Contract as an Acquired Contract or a Retained Asset. For any Designated Contracts that are the subject of a pending Supplemental Contract Objection with respect solely to the amount of the Cure Cost at the time of Closing, ~~Seller~~the Debtor shall reserve funding for such disputed Cure Costs pending resolution of the dispute.

23. To the fullest extent permitted by the Bankruptcy Code, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the counterparty to any Acquired Contract is forever barred

from raising or asserting against Buyer any assignment fee, rent acceleration, rent increase on account of assignment, default, breach, claim, pecuniary loss, or prohibition, restriction, or condition to assignment, arising under or related to an Acquired Contract, existing as of the date that such Acquired Contract is assumed, assigned and sold or arising by reason of the Closing Date. Notwithstanding any term of any Acquired Contract to the contrary, any extension or renewal options or other rights contained in such Acquired Contract that purport to be personal only to, or exercisable only by, the Debtor, a named entity, or an entity operating under a specific trade name, may, in each case, be freely exercised to their full extent by the Buyer subject to the other applicable terms of the Acquired Contract. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liabilities or obligations with respect to the ~~Assigned~~Acquired Contracts after such assignment to, and assumption by, the Buyer, subject to the terms of the Purchase Agreement.

E. Rejection of Outbound License Agreements

24. This Court approves the Debtor's rejection of the Outbound License Agreements, and such rejection of the Outbound License Agreements is effective as of the Closing Date. The Debtor and the Buyer and its Affiliates are not bound to future performance under the Outbound License Agreements, the Acquired Assets are not acquired subject to the Noncompete Provisions, the Noncompete Provisions are not protected by, or otherwise enforceable under, section 365(n) of the Bankruptcy Code, and the Noncompete Provisions will not be binding on the Buyer or its Affiliates following the Closing Date. Without limiting the generality of the foregoing provisions of this Order, the Buyer has no Successor Liability with respect to any obligations of the Debtor under the Outbound License Agreements, and the Acquired Assets are sold free and clear of all

Claims and Interests, including counterparty rights provided by section 365(n) of the Bankruptcy Code. ~~To the extent any licensee under~~

25. Unless a counterparty to an Outbound License Agreement ~~exercises its rights pursuant to~~has made the election contemplated by section 365(n)(1)(B) of the Bankruptcy Code~~, such licensee~~ (each such counterparty, an "**Electing Licensee**"), and filed a Notice of Election (as defined in the Bidding Procedures Order) by the Election Deadline or Supplemental Election Deadline (each as defined in the Bidding Procedures Order) as applicable, such counterparty shall be 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. Effective as of the Closing Date, all Electing Licensees shall make all 365(n)(2)(B) Royalty Payments under ~~such~~their respective Outbound License Agreement to the Buyer~~.~~, and Buyer shall have the rights and remedies that otherwise would have been available to the Debtor in the event an Electing Licensee fails to make all required 365(n)(2)(B) Royalty Payments, or breaches the terms of the applicable Outbound License Agreement.

F. Good Faith; Arm's Length Sale

26. ~~25.~~ The Purchase Agreement was negotiated and executed by the Debtor and the Buyer, and the transactions contemplated thereby, including, without limitation, the Sale Transaction, are and have been undertaken, by the Debtor, the Buyer and their respective representatives at arm's length, without collusion and in "good faith," as such term is defined in section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction, the Noncompete Findings, or any term of the Purchase Agreement (including the assumption and assignment by the Debtor of any Acquired Contracts), and shall not

permit the unwinding of the Sale Transaction. The Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections under section 363(m) of the Bankruptcy Code.

27. ~~26.~~ Neither the Debtor nor the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement or the transactions contemplated thereby, including, without limitation, the Sale Transaction, to be avoided, or for damages or costs to be imposed, under section 363(n) of the Bankruptcy Code. The consideration provided by the Buyer for the Acquired Assets under the Purchase Agreement is fair and reasonable, and the Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code.

G. Related Relief

28. ~~27.~~ No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions with the Debtor that are approved by this Order, including, without limitation, the Purchase Agreement and the Sale Transaction.

29. ~~28.~~ The automatic stay provisions of section 362 of the Bankruptcy Code are modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Order.

30. ~~29.~~ This Order and the Purchase Agreement shall be binding in all respects upon all pre-petition and post-petition creditors of the Debtor, all interest holders of the Debtor, the UCC, any Court-appointed committee, all successors and assigns of the Debtor and its Affiliates and subsidiaries, and any trustees, examiners, "responsible persons," or other fiduciaries appointed in this Chapter 11 Case or upon a conversion of this Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee, and the Purchase Agreement and Sale Transaction shall not be subject to rejection or avoidance under any circumstances by any party.

This Order shall be binding in all respects upon, and shall inure to the benefit of, all successors and assigns of the Buyer.

31. ~~30.~~ This Court retains jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtor is a party or which has been assigned by the Debtor to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale Transaction and to the assumption and assignment or rejection of any executory contracts (including any Outbound License Agreements) thereunder.

32. ~~31.~~ The Purchase Agreement, Transaction Agreements, and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court.

33. ~~32.~~ This Order is intended to constitute a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply; (b) the Debtor is not subject to any stay of this Order or in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Debtor and the Buyer may, each in its discretion and without further delay, take any action and perform any act authorized under this Order.

34. ~~33.~~ In the event of any inconsistency between this Order and the Purchase Agreement, and solely to the extent of such inconsistency, the terms of this Order shall control.

35. ~~34.~~ The provisions of this Order are non-severable and mutually dependent.

36. ~~35.~~ The provisions of this Order and any actions taken pursuant hereto shall survive and remain effective notwithstanding any order that may be entered (a) confirming any Plan in this Chapter 11 Case; (b) converting any of this Chapter 11 Case to cases under chapter 7 of the Bankruptcy Code; or (c) dismissing any of this Chapter 11 Case.

37. ~~36.~~ All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Exhibit 1

Purchase Agreement

[Different first page link-to-previous setting changed from off in original to on in modified.].

Exhibit 2

Acquired Contracts Exhibit

[Different first page link-to-previous setting changed from off in original to on in modified.].