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: Dkt. No. 13, 122, 139, 310**

JOINDER AND LIMITED OBJECTION OF SHIRE HUMAN GENETIC THERAPIES, INC. TO LIMITED OBJECTION OF ALEXION PHARMACEUTICALS, INC. TO DEBTOR'S PROPOSED SALE OF CERTAIN OF ITS ASSETS TO THE MEROPE STALKING HORSE BIDDER FREE AND CLEAR OF ALL ENCUMBRANCES

Shire Human Genetic Therapies, Inc. ("Takeda"), a Delaware corporation and wholly-owned subsidiary of Takeda Pharmaceutical Company Limited, hereby files this *Joinder and Limited Objection of Shire Human Genetic Therapies, Inc. to the Limited Objection of Alexion Pharmaceuticals, Inc. to Debtor's Proposed Sale of Certain of its Assets to the Merope Stalking Horse Bidder Free and Clear of All Encumbrances* [Dkt. No. 310] (the "Objection") and, in support thereof, respectfully states as follows:

BACKGROUND

1. Pursuant to the Collaboration and License Agreement between Takeda and Sangamo BioSciences, Inc. ("Debtor")[2] effective as of January 31, 2012, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "License Agreement",[3] Debtor, as licensor, granted to Takeda, as licensee, an exclusive, worldwide license to certain intellectual property rights, including, without limitation, (1) rights

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94084.

[2] Sangamo BioSciences changed its name to Sangamo Therapeutics on or about January 6, 2017.

[3] The License Agreement contains confidential, non-public commercial information.

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to utilize Sangamo Licensed Technology, including know-how and patent rights related to zinc finger technology,[4] (2) the ability to develop and commercialize the Shire Programs, and (3) the right to make, have made, use and import Shire ZF Compounds and Shire ZF Products (collectively, the "Licensed IP"). The Licensed IP constitutes "intellectual property" within the meaning of section 101(35A) of the Bankruptcy Code, and the License Agreement is a contract "under which the debtor is a licensor of a right to intellectual property" within the meaning of section 365(n)(1) of the Bankruptcy Code.

2. On June 23, 2026, the Debtor commenced this chapter 11 case by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

3. On July 14, 2026, the Court entered an Order [Dkt. No. 122] (the "Bidding Procedures Order") in connection with, among other things, the Debtor's proposed sale of the Merope Assets to the Merope Stalking Horse Bidder on the terms set forth in the Merope Stalking Horse APA (each as defined in the Bidding Procedures Order). The License Agreement was designated as an "Outbound License Agreement" subject to rejection[5] in accordance with the terms of the Merope Stalking Horse APA and the Bidding Procedures Order.

4. On July 17, 2026, the Debtor filed the *Notice of Cure Amounts and Potential Assumption and Assignment And/Or Rejection of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Dkt. No. 139] (the "Notice of Rejection"). The License Agreement was listed on Exhibit 2 to the Notice of Rejection as an agreement to be rejected by the Debtor.

[4] Defined terms used but not otherwise defined herein shall have the meanings set forth in the License Agreement.

[5] Takeda reserves all rights to assert that the License Agreement does not constitute an executory contract subject to assumption or rejection.

5. On August 4, 2026, Takeda timely filed a *Notice of Election of Shire Human Genetic Therapies, Inc. Pursuant to 11 U.S.C. § 365(n)* [Dkt. No. 235] (the "Election"). In the Election, Takeda elected to "retain its rights under the License Agreement with respect to the Licensed IP, including the right to enforce any exclusivity provision of the License Agreement, as such rights existed immediately before this chapter 11 case was commenced . . .". *Id*. at p. 2. Takeda also made a written request, pursuant to section 365(n)(3) of the Bankruptcy Code, that the Debtor "not interfere with the rights of Takeda as provided in the License Agreement to the Licensed IP (including any embodiment thereof)". *Id.* at p. 3.

6. On August 12, 2026, the Debtor filed the *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* [Dkt. No. 290] (the "Notice of Conclusion"). Attached as Exhibit B-1 to the Notice of Conclusion was a proposed order authorizing the sale of the Merope Stalking Horse Assets to the Merope Stalking Horse Bidder (the "Proposed Sale Order").

7. The Proposed Sale Order provides for the sale of the Merope Stalking Horse Assets to the Merope Stalking Horse Bidder "free and clear of all claims . . . including . . . 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". Proposed Sale Order at p. 11.

8. Moreover, the Proposed Sale Order states that "any 'noncompete' . . . provision in any Outbound License Agreement, however characterized, including as set forth in . . . Sections 8.4 and 8.5 of the Takeda 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." Proposed Sale Order at p. 15.

JOINDER

9. Takeda hereby joins in the argument of Alexion Pharmaceuticals, Inc. ("Alexion") that the Debtor may not sell the Licensed IP to the Buyer free and clear of the interests of licensees under Outbound Licensing's Agreements that filed valid notices of election under section 365(n) (the "Electing Licensees"), including Takeda. Under sections 365(n) and 363(e), the sale of the Licensed IP is prohibited unless (a) Takeda consents, and (b) this Court, pursuant to section 363(e) of the Bankruptcy Code, conditions any sale of the Licensed IP on the adequate protection of Takeda's license rights, including the rights afforded to Takeda under section 365(n) of the Bankruptcy Code. Takeda does not consent to the Debtor's sale of the Licensed IP absent the protections that Takeda is entitled to under sections 363(e) and 365(n) of the Bankruptcy Code.

10. Moreover, Takeda expressly retained its rights under the License Agreement with respect to the exclusivity provisions of the License Agreement under section 365(n) of the Bankruptcy Code. The Debtor and Buyer may not modify or nullify the exclusivity provisions in the License Agreement without Takeda's consent. Therefore, Finding CC and paragraph 24 of the Proposed Sale Order are not proper.

11. Paragraph 25 of the Proposed Sale Order requires the Electing Licensees to continue making section 365(n)(2)(B) Royalty Payments to the Buyer, and "affords the Buyer the rights and remedies that would otherwise have been available to the Debtor in the event an electing Licensee fails to make required section 365(n)(2)(B) Royalty Payments." *See* Proposed

Sale Order at p. 32. The Buyer cannot obtain the benefits of section 365(n)(2) by requiring Royalty Payments from Takeda but simultaneously reject the obligations of section 365(n)(2) by invalidating Takeda's rights in the License Agreement and unilaterally modifying the enforceable exclusivity provisions set forth in the License Agreement. The Buyer, and the Debtor, must comply with section 365(n) in full.

CONCLUSION

12. For the foregoing reasons, Takeda hereby joins in the Objection of Alexion to the Proposed Sale Order and respectfully requests (a) that the transaction documents and any order or orders approving the sale of the Merope Assets expressly provide that the sale is subject to and without prejudice to the rights of Takeda under the License Agreement, including, in the event of the rejection of such agreement, Takeda's rights under section 365(n) of the Bankruptcy Code, and (b) that any Noncompete Finding shall not apply to the License Agreement or, if applicable, it shall be limited to Sections 8.4 and 8.5 of the License Agreement.

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Dated: August 18, 2026
Wilmington, DE

SULLIVAN NIMEROFF BROWN HILL LLC

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CERTIFICATE OF SERVICE

I, William D. Sullivan, hereby certify that on the 18th day of August 2026, a copy of the foregoing *Joinder and Limited Objection of Shire Human Genetic Therapies, Inc. to Limited Objection of Alexion Pharmaceuticals, Inc. to Debtor's Proposed Sale of Certain of its Assets to the Merope Stalking Horse Bidder Free and Clear of All Encumbrances* was electronically filed and served via CM/ECF on all registered users of that system in accordance with Del. Bankr. L.R. 9036-1(b), and a courtesy copy was served via electronic mail on the parties listed below.

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August 18, 2026
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