IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket No. 13**

ORDER (A) AUTHORIZING AND APPROVING THE DEBTOR'S ENTRY INTO AN ASSET PURCHASE AGREEMENT WITH FUTURE SOLUTION INVESTMENTS LLC, (B) AUTHORIZING THE SALE OF THE TRANSFERRED ASSETS FREE AND CLEAR OF ALL CLAIMS AND INTERESTS, AND (C) 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), and (c) 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 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 Debtor's assets; and

[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 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.

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the Debtor having executed that certain Asset Purchase Agreement, dated as of August 14, 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 Future Solution Investments LLC (together with any Designated Purchaser, the "**Buyer**"), a copy of which is attached hereto as **Exhibit 1**, providing for the sale of the Transferred Assets identified therein (the "**Sale Transaction**") free and clear of any Claims and Interests; and the Debtor having filed the Notice of the Debtor's Designation of Future Solution Investments LLC as the Successful Bidder with Respect to the Transferred Assets[3] [Docket No. 290] (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 credit bid (the "**Credit Bid**") as the highest or otherwise best bid for the Transferred 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,[4] (e) any 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

[3] The "Transferred Assets" as defined in the Purchase Agreement and herein refers to the Equipment Lot 1 Assets defined in the Notice of Successful Bidder.

[4]The "**Declarations**" means the *Declaration of Geoffrey Richards in Support of the Bidding Procedures Motion* [Docket No. 14] the *Declaration of Geoffrey Richards in Support of the Sale of Equipment Lot 1 and Equipment Lot 2* [Docket No. 333] and the *Declaration of Scott B. Willoughby in Support of the Sale of the Equipment Assets* [Docket No. 341].

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 Transferred 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).

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 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, 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) no other or further notice is necessary or shall be required.

H. Opportunity to Object. A reasonable opportunity to object or be heard regarding the relief granted in this Order 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 Transferred Assets. The disclosures made by the Debtor concerning the Motion with respect to the Sale Transaction 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 Transferred 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 Transferred Assets, (ii) provided potential purchasers sufficient information to enable them to make an informed judgment on whether to bid on the Transferred Assets, and (iii) considered any bids properly submitted in

accordance with the Bidding Procedures. Buyer was determined, after consultation with the Consultation Parties, to be the Successful Bidder for the Transferred Assets.

J. Credit Bid, Highest or Best Offer. Pursuant to the Replacement Interim DIP Order[5] and Bankruptcy Code section 363(k), the DIP Liens in favor of the Replacement DIP Lender entitle Buyer to offset the purchase price to acquire the Transferred Assets by credit bidding up to $250,000 of the DIP Obligations (each term as defined in the Replacement Interim DIP Order). The Credit Bid, including the form and total consideration to be realized by the Debtor under the Purchase Agreement, (a) constitutes the highest or otherwise best offer received by the Debtor for the Transferred Assets, (b) is fair and reasonable, (c) is a necessary component of the Sale Transaction on which Debtor and Buyer relied in entering into the Purchase Agreement, and (d) 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 the consideration provided by the Buyer under the Purchase Agreement constitutes the highest or otherwise best offer for the Transferred Assets.

L. Corporate Authority. The Transferred 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

[5] The "**Replacement Interim DIP Order**" is that certain Interim Order (A) Authorizing the Debtor to Obtain Replacement Postpetition Financing, (B) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Modifying Automatic Stay, (D) Scheduling Final Hearing, and (E) Granting Related Relief [Docket No. 176].

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 Transferred 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 Transferred 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 Transferred Assets pursuant to the Purchase Agreement (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Transferred 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 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 Transferred Assets to the Buyer will be a legal, valid, and effective transfer of the Transferred Assets, and will vest the Buyer with all right, title, and interest of the Debtor in and to the Transferred 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, 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 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, 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, but excluding any Assumed Liabilities and Permitted Liens, the "**Claims and Interests**").

T. Those holders of 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. The Debtor, to the extent permitted by applicable law, may transfer the Transferred 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.

V. 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 Transferred 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.

W. 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 Transferred 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.

X. Not transferring the Transferred 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 Transferred 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.

Y. 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 Transferred 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.

Z. 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 Transferred 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.

AA. 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.

BB. 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.

CC. Compelling Circumstances for an Immediate Sale. To maximize the value of the Transferred 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.

DD. 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, if any, and all of the terms and conditions thereof, including, all of the transactions contemplated therein, 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 Transferred 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 Transferred 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 Replacement DIP Lender, 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 Transferred Assets, arising under or out of, in connection with, or in any way relating to, the Debtor, the Transferred Assets, the operation or ownership of the Transferred 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 Transferred 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 Transferred 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 Transferred 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 Transferred 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 Transferred 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 Transferred 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 Transferred Assets shall interfere with the Buyer's title to or use and enjoyment of the Transferred 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 Transferred 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 Transferred Assets are located, and the sale of the Transferred 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 Transferred Assets Free and Clear

7. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, the Transferred Assets shall be sold free and clear of 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 Transferred 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 Transferred 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 Transferred Assets. All persons or entities, presently or on or after the Closing Date, in possession of some or all of the Transferred Assets are authorized and directed to surrender possession of the Transferred Assets to the Buyer on the Closing Date or at such time thereafter as the Buyer may request.

9. If, after the Closing Date, Buyer or the Debtor becomes aware that any asset or right that constitutes a Transferred 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.

10. 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 to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction.

11. 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 Transferred 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 Transferred 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 Transferred 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 Transferred Assets; (b) the Buyer is hereby authorized (but not required) to file, register, or otherwise record a 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 Transferred Assets; (c) the Debtor's creditors and the holders of any Claims and Interests, including the Replacement 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 Transferred 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 Transferred 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 Transferred 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.

12. 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 Transferred 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 Transferred 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.

13. 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 Transferred 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

14. 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 Transferred 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.

15. 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 Transferred 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 Transferred 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 Transferred Assets prior to the Closing Date (collectively, with the potential claims set forth in paragraph 14, "**Successor Liability**"). The Buyer would not have acquired the Transferred Assets but for the foregoing protections against Successor Liability.

D. Good Faith; Arm's Length Sale

16. 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, or any term of the Purchase Agreement, 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.

17. 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 Transferred 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.

E. Related Relief

18. 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.

19. 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.

20. 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, 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. 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.

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

Dated: August 20th, 2026
Wilmington, Delaware

CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Equipment Lot 1 APA

Docusign Envelope ID: 4D2422C3-EE9C-87D2-8336-B703A3B4C1F1

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and between

SANGAMO THERAPEUTICS, INC.

and

FUTURE SOLUTION INVESTMENTS, LLC

dated as of

August 14, 2026

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of August 14, 2026 by and between Future Solution Investments, LLC, a Delaware limited liability company ("Buyer"), and Sangamo Therapeutics, Inc., a Delaware corporation ("Seller"). Capitalized terms used but not defined in the context in which they are used shall have the respective meanings assigned to such terms in Section 12.14.

WHEREAS, on June 23, 2026, Seller filed a voluntary petition for relief commencing a case under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court" and the case arising under such petition, the "Bankruptcy Case");

WHEREAS, Buyer desires to purchase and accept, and Seller desires to sell, convey, assign, transfer and deliver, or cause to be sold, conveyed, assigned, transferred and delivered, to Buyer, all of the Transferred Assets, and Buyer is willing to assume, and Seller desires to assign and delegate to Buyer, all of the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth herein and in accordance with Sections 105 and 363 of the Bankruptcy Code, subject to Buyer's right to assign its rights and obligations hereunder to one of more of its Affiliates (such sale and purchase of the Transferred Assets and such assignment and assumption of the Assumed Liabilities, the "Transaction");

WHEREAS, certain of the obligations of Seller under this Agreement are conditioned upon the approval of the Bankruptcy Court in accordance with Article II; and

WHEREAS, the board of directors (or similar governing body) of Seller has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the Transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations, warranties, and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

1.1 Purchase and Sale of the Transferred Assets. Pursuant to Section 363 of the Bankruptcy Code, on the terms and subject to the conditions set forth herein and in the other Transaction Documents and in the Sale Order, at the Closing, Seller shall sell, transfer, assign, convey, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from Seller, all of Seller's right, title, and interest as of the Closing in, to, and under the Transferred Assets, free and clear of all Liens other than Permitted Liens to the maximum extent permitted by Section 363 of the Bankruptcy Code. "Transferred Assets" means all of the assets that are set forth on Schedule 1.1(a), including all goodwill associated with the Transferred Assets, but for the avoidance of doubt excluding the Excluded Assets.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall Seller be deemed to sell, transfer, assign, convey, or deliver, and Seller shall retain all right, title, and interest to, in and under all assets, properties, interests, and rights of Seller, that are not Transferred Assets (collectively, the "Excluded Assets").

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth herein and in the Sale Order, effective as of the Closing, in addition to the Credit Bid DIP Offset in accordance with Section 4.1, Buyer shall assume from Seller (and, from and after the Closing Date, pay, perform, discharge, or otherwise satisfy in accordance with their respective terms), and Seller shall convey, transfer, and assign to Buyer, only the following Liabilities, without duplication and only to the extent not paid, performed, discharged, or otherwise satisfied on or prior to the Closing Date (collectively, the "Assumed Liabilities"):

(a) all Liabilities of Seller arising out of or relating to the Transferred Assets solely to the extent that such Liabilities arise after the Closing Date; and

(b) all Taxes arising out of the ownership of the Transferred Assets or the Assumed Liabilities attributable to taxable periods, or portions thereof, beginning after the Closing Date.

Notwithstanding the foregoing and for the avoidance of doubt, Assumed Liabilities shall not include any Liability that constitutes an "Excluded Liability".

1.4 Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Buyer shall not assume, be obligated to pay, perform, or otherwise discharge any Liabilities, obligations or Claims that are not Assumed Liabilities (the "Excluded Liabilities"). All such Liabilities, obligations or Claims, whether known or unknown, direct or contingent, in litigation or threatened, or not yet asserted, shall be retained by and remain Liabilities, obligations or Claims of Seller.

ARTICLE II
BANKRUPTCY COURT APPROVAL AND OTHER MATTERS

2.1 Highest or Otherwise Best Offer. This Agreement and the sale of the Transferred Assets to Buyer on the terms and conditions hereof was determined to be the "highest or otherwise best offer" in accordance with the Bidding Procedures Order.

2.2 Sale Order. This Agreement is subject to approval by the Bankruptcy Court. The Sale Order shall be in accordance with the terms of this Agreement, and shall, among other things:

(a) approve this Agreement and the execution, delivery, and performance by Seller of this Agreement and the other instruments and agreements contemplated hereby;

(b) approve and direct the sale and transfer of the Transferred Assets to Buyer free and clear of all Liens, based on appropriate findings and rulings pursuant to, *inter alia*, Sections 363(b), 363(f), and 363(m) of the Bankruptcy Code and the release of Buyer of any rights otherwise associated with, and which may otherwise be to the benefit of, any third parties;

(c) include a finding that Buyer is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code;

(d) include a finding that Buyer is not deemed to be a successor to Seller, to have, de facto or otherwise, merged with or into Seller or to be a mere continuation of Seller;

(e) include a finding that the Consideration (including the Buyer's credit bid and the Credit Bid DIP Offset) is a fair and reasonable price for the Transferred Assets;

(f) include a finding that Buyer will not have any derivative, successor, transferee or vicarious Liability for Liabilities of Seller or its Affiliates by reason of any theory of Law or equity (whether under federal or state Law or otherwise) as a result of the transactions contemplated by this Agreement including, but not limited to, any Liabilities on account of transfer Taxes, except as expressly assumed by Buyer in this Agreement;

(g) include a finding that, to the maximum extent permitted by the Bankruptcy Code, the so-called "bulk sales," "bulk transfer" or similar Laws in any applicable jurisdictions do not apply;

(h) include a finding confirming the adequacy of notice to all creditors and parties in interest and parties to any executory Contract, unexpired lease or right of entry; and

(i) include provisions for the retention of jurisdiction in the Bankruptcy Court over matters relating to the transactions contemplated in this Agreement including matters relating to title to the Transferred Assets and claims against the Transferred Assets which arose or were based on facts or occurrences prior to the Closing. Furthermore, the Sale Order shall not have been reversed, stayed, modified or amended.

ARTICLE III
INSTRUMENTS OF TRANSFER AND ASSUMPTION

At the Closing, Seller will deliver to Buyer (a) one or more bills of sale as may be reasonably required by and acceptable to Buyer, and (b) all such other good and sufficient instruments of sale, transfer and conveyance consistent with the terms and provisions of this Agreement as shall be necessary to vest in Buyer (or its designee(s)) all of Seller's right, title and interest in, to and under the Transferred Assets.

ARTICLE IV
CONSIDERATION; ALLOCATION

4.1 Consideration; Payment.

(a) The aggregate consideration (collectively, the "Consideration") to be paid by Buyer for the purchase of the Transferred Assets shall be:

(i) the assumption of Assumed Liabilities; and

(ii) an offset (pursuant to Buyer's credit bid in connection with the Auction) against the Outstanding DIP Obligations in an amount equal to Two Hundred Fifty Thousand Dollars ($250,000) (the "Credit Bid DIP Offset").

(b) At the Closing, no cash payment in respect of the Consideration shall be required, and the Outstanding DIP Obligations shall be deemed to have been reduced by the Credit Bid DIP Offset.

4.2 Withholding. Buyer shall not be entitled to deduct and withhold any Taxes from any amounts otherwise payable pursuant to this Agreement.

4.3 Allocation. Within ninety (90) days following the Closing, Buyer shall deliver to Seller a proposed allocation of the Consideration among the Transferred Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "Allocation"). Seller and Buyer shall file their respective IRS Forms 8594 (as and to the extent applicable) and all federal, state and local Tax Returns in a manner consistent with the Allocation and not take any position inconsistent with the

Allocation in any Tax-related audit, examination or other proceeding (whether administrative or judicial) unless required by applicable Law. If any party receives any notice from a taxing authority in respect of an audit, examination or other proceeding (whether administrative or judicial) regarding any allocation of the Consideration or otherwise proposing an allocation different from the Allocation, such party shall notify the other parties of such notice and provide such other parties with a copy of such notice, and the parties hereto shall cooperate with each other in good faith regarding the resolution of any such matter.

ARTICLE V
CLOSING

Subject to the terms and conditions hereof, the closing of the Transactions contemplated by this Agreement (the "Closing") shall take place virtually (by delivery of executed documents via pdf, DocuSign or other electronic means), no later than the third Business Day following the date on which all conditions to Closing set forth in Article IX and Article X have been satisfied or waived or at such other time or place as each party may mutually agree in writing (the date on which the Closing is actually held, the "Closing Date"). If it occurs, the Closing shall be effective as of 12:01 a.m. Eastern time on the Closing Date.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the disclosure schedule delivered by Seller to Buyer prior to the execution and delivery of this Agreement and consented to and agreed to by Buyer (the "Disclosure Schedule"), Seller represents and warrants to Buyer as of the date hereof as follows:

6.1 Organization, Qualification and Authority. Seller is duly organized, validly existing and in good standing under the Laws of the State of Delaware and under the Laws of each jurisdiction in which the ownership of the Transferred Assets makes such licensing or qualification necessary, except where the lack of such qualification would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Seller has all necessary power and authority to own and operate its properties and to carry on its business as is now being conducted in the Bankruptcy Case. Seller has the power and authority to execute and deliver and perform its obligations under this Agreement and the other Transaction Documents, and to undertake the Transactions contemplated hereby and thereby.

6.2 Authorization, Execution and Delivery of Agreement and Transaction Documents. The execution, delivery, and performance of this Agreement and the other Transaction Documents by Seller and the transfer or assignment of the Transferred Assets to Buyer have been duly and validly authorized and approved by all necessary corporate or other entity action. This Agreement and each of the Transaction Documents constitute Seller's legal, valid and binding obligations, enforceable against Seller (to the extent it is a party thereto) in accordance with their respective terms, subject to Laws of general application relating to the rights of creditors generally and the availability of equitable remedies. Subject to order of the Bankruptcy Court and pursuant thereto, Seller has full power, right and authority to sell, transfer and convey to Buyer the Transferred Assets.

6.3 Title to Assets. Seller and its subsidiaries have good and valid title to, or in the case of leased assets, have good and valid leasehold interests in, the Transferred Assets free and clear of all Liens, other than Permitted Liens. Seller has the power and right to use, transfer, sell, convey, assign and deliver, and shall at Closing transfer, sell convey, assign and deliver to Buyer, the Transferred Assets, free and clear of all Liens, other than Permitted Liens. The delivery to Buyer at the Closing of the Transaction Documents, together with the Sale Order, will vest in Buyer good and marketable title to the Transferred Assets, free and clear of all Liens, other than Permitted Liens.

6.4 Legal Proceedings. Except as set forth on Schedule 6.4 of the Disclosure Schedule, there is no Legal Proceeding pending or, to the Knowledge of Seller, threatened in writing against or affecting Seller or the Transferred Assets (a) that challenges or that is reasonably expected to have the effect of preventing, making illegal or otherwise delaying with any of the transactions contemplated by this Agreement; or (b) that is related to the Transferred Assets or Assumed Liabilities.

6.5 No Violation of Laws or Agreements. Subject to order of the Bankruptcy Court, the execution and delivery by Seller of this Agreement and the Transaction Documents contemplated hereby, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated herein and therein will not, to the Knowledge of Seller, (a) violate any Laws or any judgment, decree, order, regulation or rule of any court or Governmental Entity to which Seller is subject; (b) result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or give to any Person any rights of termination, acceleration or cancellation of any Contract, license, Permit, franchise or other instrument to which Seller is a party and which relates to any of the Transferred Assets; or (c) contravene, conflict with or result in a violation of any provision of any organizational documents of Seller, except in the case of the foregoing clauses (a) and (b), that would not, individually or in the aggregate, have or be reasonably expected to have a Material Adverse Effect. Subject to entry of the Bidding Procedures Order and Sale Order, except (x) for notices, filings and consents required in connection with the Bankruptcy Cases, and (y) for the notices, filings and consents set forth on Section 6.5 of the Disclosure Schedule, Seller is not required to give any notice to, make any registration, declaration or filing with or obtain any consent, waiver or approval from, any Person (including any Governmental Entity) in connection with the execution and delivery of this Agreement and each of the Transaction Documents or the consummation or performance of any of the transactions contemplated hereby and thereby.

6.6 Compliance with Laws. Seller is, and to the Knowledge of Seller, at all times in the last three (3) years has been, in compliance in all material respects with all Laws applicable to Seller or relating to or affecting the Transferred Assets. In the last three (3) years, Seller has not received any written notice to the effect that or, to Seller's Knowledge, is under investigation with respect to, any applicable Law, except for any such violations or failures to comply that would not, individually or in the aggregate, have or be reasonably expected to have a Material Adverse Effect.

6.7 Service of Bankruptcy Documents. Seller has appropriately and timely served all parties in interest with copies of the sale and bid procedures motion and applicable notices in accordance with the Bidding Procedures Order.

6.8 Brokers. Except for Raymond James, whose fees are to be paid by Seller, there is no other investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Seller or any of its subsidiaries who might be entitled to any fee or commission from any of Seller or any of its subsidiaries in connection with any of the transactions contemplated by this Agreement.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

7.1 Organization, Qualification and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of its formation. Buyer has all necessary limited liability company/corporate power and authority to (a) own and operate its properties, (b) carry on its business as it is now being conducted, and (c) perform its obligations under this Agreement and

the other Transaction Documents, and to undertake and carry out the transactions contemplated hereby and thereby.

7.2 Authorization, Execution and Delivery of Agreement and Transaction Documents. All necessary consents and approvals have been obtained by Buyer for the execution and delivery of this Agreement, the Transaction Documents and Buyer's participation in the Auction. The execution, delivery and performance of this Agreement and the other Transaction Documents in accordance with its terms by Buyer have been duly and validly authorized and approved by all necessary limited liability company action. Buyer has full limited liability company power, right and authority to acquire the Transferred Assets. This Agreement is, and each of the other Transaction Documents when so executed and delivered will be, a valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except to the extent such enforceability may be limited by bankruptcy, insolvency or other similar Laws affecting creditors.

7.3 Brokers. Buyer has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of Buyer that is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Transferred Assets.

7.4 No Violation of Laws or Agreements. The performance by Buyer of its obligations contemplated hereunder and the consummation by Buyer of the transactions contemplated herein will not violate (a) any Laws or any order, writ, injunction, decree, judgment, award, consent, settlement, stipulation, regulation or rule of any court or Governmental Entity to which Buyer is subject; or (b) contravene, conflict with or result in a violation of any provision of any organizational documents of Buyer.

7.5 Financing. Buyer has sufficient Outstanding DIP Obligations owed to it to satisfy the Credit Bid DIP Offset and has, or will at the time any payment is required, sufficient funds available to consummate the Transactions, including the timely satisfaction of the Assumed Liabilities (if any) after the Closing.

7.6 Reliance.

(a) Buyer has conducted its own independent investigation, review and analysis of the business, results of operations, prospects, condition (financial or otherwise) or assets of the Seller, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of the Seller for such purpose. Buyer acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own review, investigation and inspection of the Transferred Assets and Seller's business and the express representations and warranties of the Seller set forth in Article VI of this Agreement (including the related portions of the Disclosure Schedule) and disclaims reliance on any other representations and warranties of any kind or nature express or implied (including, but not limited to, any relating to the future or historical financial condition, results of operations, assets or liabilities or prospects of the Seller); and (ii) neither Seller nor any other Person has made any representation or warranty as to the Seller or its business or the accuracy or completeness of any information regarding the Seller furnished or made available to Buyer and its representatives, except as expressly set forth in Article VI of this Agreement (including the related portions of the Disclosure Schedule).

(b) In connection with the due diligence investigation of the Seller by Buyer and its Affiliates, stockholders, directors, managers, officers, employees, agents, representatives or advisors, Buyer

and its Affiliates, stockholders, directors, managers, officers, employees, agents, representatives and advisors have received and may continue to receive after the date hereof from the Seller and its Affiliates, stockholders, directors, managers, officers, employees, consultants, agents, representatives and advisors certain estimates, projections, forecasts and other forward-looking information, as well as certain business plan information, regarding the Seller and its businesses and operations. Buyer hereby acknowledges that there are uncertainties inherent in attempting to make such estimates, projections, forecasts and other forward-looking statements, as well as in such business plans, and that Buyer will have no claim against Seller, or any of its Affiliates, stockholders, directors, managers, officers, employees, consultants, agents, representatives or advisors, or any other Person, with respect thereto, including as to the accuracy or completeness of any information provided. Accordingly, Buyer hereby acknowledges and agrees that, except for the representations and warranties expressly set forth in Article VI of this Agreement, neither Seller, nor any of its Affiliates, stockholders, directors, managers, officers, employees, consultants, agents, representatives or advisors has made or is making any express or implied representation or warranty with respect to such estimates, projections, forecasts, forward-looking statements or business plans.

ARTICLE VIII
COVENANTS AND AGREEMENTS

8.1 Conduct of Business. Except as otherwise expressly contemplated by this Agreement or with the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, from the date hereof until the Closing Date, Seller shall use commercially reasonable efforts to preserve intact the Transferred Assets and comply in all material respects with all applicable Laws. Without limiting the generality of the foregoing (but subject to the express limitation set forth in the immediately preceding sentence), Seller will, other than with Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed, refrain from doing any of the following:

(a) dispose of, transfer, assign, mortgage, encumber or license, any Transferred Asset; or

(b) authorize any of, or commit, agree in writing or otherwise, to take any of, the foregoing actions.

8.2 Access to Information. From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Seller shall (i) cooperate with Buyer and shall give Buyer and its representatives (including Buyer's accountants, consultants, counsel, and employees), upon reasonable notice and during normal business hours, access to the properties, Contracts, facilities, employees, books, documents, records, financial and operating data, and other information of Seller to the extent relating to the Transferred Assets, the Assumed Liabilities and any other aspect of this Agreement, and shall cause its officers, employees, agents and representatives to furnish to Buyer all available documents, records and other information (and copies thereof), to the extent relating to the Transferred Assets, the Assumed Liabilities, and any other aspect of this Agreement, in each case, as Buyer may reasonably request (and Seller shall use commercially reasonable efforts to obtain any and all consents necessary or advisable, including with respect to personnel files, to permit the sharing of such information under applicable Laws); (ii) furnish to Buyer and its representatives (including Buyer's accountants, consultants, counsel and employees) such information as Buyer or its representatives (including Buyer's accountants, consultants, counsel and employees) reasonably request; and (iii) cooperate reasonably with Buyer in its investigation of the Transferred Assets.

8.3 Public Announcement. Unless otherwise required by applicable Law or by obligations of Seller or Buyer or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange or in order to enforce a party's rights or remedies under this Agreement, and subject to the

provisions of the Bankruptcy Code and Seller's right to make such filings and disclosures as are necessary in connection with the Bankruptcy Case including, without limitation, marketing the Transferred Assets in accordance with the Bidding Procedures Order, no party hereto shall make or issue, or cause to be made or issued, any public announcement or written statement concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other party hereto (which will not be unreasonably withheld or delayed), unless counsel to such party advises that such announcement or statement is required by Law (in which case the parties hereto shall make reasonable efforts to consult with each other prior to such required announcement). Notwithstanding the foregoing, 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 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 Transferred 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; or (iii) constitutes a filing with, notice or submission to or communication directed to the Bankruptcy Court or any party in interest in the Chapter 11 case.

8.4 Taxes.

(a) Seller shall be responsible for all Taxes arising out of the ownership of the Transferred Assets or the Assumed Liabilities attributable to taxable periods, or portions thereof, ending on or before the Closing Date, all of which shall, for the avoidance of doubt, be Excluded Liabilities.

(b) Notwithstanding anything to the contrary in this Agreement, all sales, use, excise, documentary, stamp, value added, recordation, license, conveyance and other similar transfer Taxes with respect to the Transaction ("Transfer Taxes"), shall be borne by Buyer. Buyer shall timely file any Tax Return or other document with respect to any Transfer Taxes and shall timely pay or otherwise discharge such Transfer Taxes. Seller shall cooperate, as reasonably requested by Buyer, with respect to obtaining any exemption from or reduction in the amount of any Transfer Tax. Buyer shall indemnify and hold harmless Seller and its affiliates from any Taxes, expenses or other losses incurred with respect to Transfer Taxes or related Tax Returns.

(c) Seller and Buyer shall, upon prior written request (at the requesting party's expense): (i) provide the other with such assistance as may be necessary 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) retain and provide the other with any records or other information which may be relevant to such return, audit, examination or proceeding, and (iii) 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).

8.5 Further Assurances; Post-Closing Access. Subject to the other provisions hereof, Seller shall use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and shall cooperate in a commercially reasonable manner with each other party hereto and its representatives in connection with any reasonable action required to be taken as a part of its obligations hereunder. From time to time after the Closing, each of Buyer and Seller, at the request of the other, will execute and deliver such other instruments of conveyance and transfer or other instruments or documents, and take or arrange for such other actions, as may

reasonably be required to effect any of the transactions contemplated by this Agreement; provided that, notwithstanding anything to the contrary in this Section 8.5 or any other provision of this Agreement, neither Buyer nor Seller shall be required to execute any document or take any action that would increase the Liability or obligation of the party of whom such document or action is requested beyond that such party would have pursuant to the other provisions of this Agreement, require or cause the party of whom such action or document is requested to initiate, join in or otherwise become a party to any Legal Proceeding, or cause such party to incur any material cost or expense that is not already imposed upon it by another provision of this Agreement; provided, further that Seller's obligations terminate upon the effective date of a confirmed plan of liquidation, or conversion or dismissal of the Bankruptcy Case.

8.6 Confidentiality. Buyer acknowledges that it has had access to and the use of confidential materials and information and trade secrets concerning the Transferred Assets, and that the protection of such confidential materials and information and trade secrets is necessary to protect and preserve the value of the Transferred Assets after the Closing. Until the Closing, Buyer shall not use, for itself or others, or disclose, divulge or convey to others (other than its representatives including, without limitation, its counsel), except as necessary to fulfill its obligations under this Agreement or Buyer's Transaction Documents, any proprietary or confidential information or data related to the Transferred Assets. Confidential information and data shall include proprietary or confidential matters not published or generally known in the relevant trade or industry such as and including information about prices, costs, purchasing, profits, markets, sales or customer lists, future developments or future marketing, or merchandising but shall not include any information or data (a) that is generally available to the public (other than as a result of the disclosure directly or indirectly by Buyer or its representatives or agents), (b) that is made available to Buyer by a third party on a non-confidential basis provided that to Buyer's knowledge, such third party is not bound by a confidentiality agreement, or other obligation of secrecy to, with respect to such information, or (c) that is independently developed after Closing by Buyer without reference to any confidential information protected hereunder. From and after the Closing, Seller shall, and shall cause its Representatives to, hold in confidence any and all information, whether written or oral, concerning the Transferred Assets or the businesses, except information (a) that is generally available to the public (other than as a result of the disclosure directly or indirectly by Seller or its representatives or agents), (b) that is made available to Seller by a third party on a non-confidential basis provided that to the Knowledge of Seller, such third party is not bound by a confidentiality agreement, or other obligation of secrecy to, with respect to such information, (c) that is independently developed after Closing by Seller without reference to any confidential information protected hereunder or (d) that is required to be disclosed in the Bankruptcy Case. If any party is compelled to disclose any information by any action or by other requirements of Law or order, such party shall promptly notify the other party in writing and shall disclose only that portion of such information which the party is, based on advice of counsel, legally required to be disclosed, provided that such party shall, at the other party's expense, use commercially reasonable efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

8.7 No Survival of Representations and Warranties. The representations and warranties of Seller and Buyer contained in this Agreement shall terminate as of the Closing. The parties hereto agree that the covenants contained in this Agreement to be performed (i) prior to the Closing shall expire at the Closing and (ii) at or after the Closing will survive the Closing hereunder until the expiration of the applicable statute of limitations or for such shorter period explicitly specified therein, and each party to this Agreement will be liable to the other parties after the Closing for any breach thereof.

8.8 Bankruptcy Court Approval of Sale. Seller and Buyer shall each use its commercially reasonable efforts, and shall cooperate, assist and consult with each other, to secure the entry of a Final Order of the Bankruptcy Court in the Bankruptcy Case in form and substance acceptable to Buyer containing the provisions set forth in Section 2.3.

8.9 Disconnection of Equipment. Prior to the Closing, Seller shall disconnect, or cause to be disconnected, all Transferred Assets that are hardwired, bolted, or otherwise physically or electrically affixed to any premises from all power sources and other utility connections.

ARTICLE IX
CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE

The obligations of Buyer under this Agreement with respect to the purchase and sale of the Transferred Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by Buyer:

9.1 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Seller shall be true and correct in all respects on and as of the date hereof (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date) and at and as of the Closing Date, except where the failure of such representations and warranties to be true and correct would not, individually or in the aggregate, have a Material Adverse Effect. Seller shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other Transaction Document to be performed or complied with by them on or prior to the Closing.

9.2 Officer's Certificate. Seller shall have delivered to Buyer a certificate, duly executed by an executive officer of Seller (including incumbency certificates), certifying Seller's compliance with the conditions set forth in Section 9.1.

9.3 Transfer Documents. Seller shall have delivered to Buyer the bill of sale(s) and other transfer documents required to be delivered pursuant to Article III, each duly executed by Seller.

9.4 Winning Bidder. Buyer shall have been deemed the Successful Bidder (as such term is defined in the Bidding Procedures Order) for the Transferred Assets at any Auction.

ARTICLE X
CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE

The obligations of Seller under this Agreement with respect to the purchase and sale of the Transferred Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by Seller:

10.1 Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the date hereof (unless such representation or warranty is given as of a particular date in which case such representation or warranty will be considered only as of such particular date) and at and as of the Closing Date. Buyer shall have complied with and performed in all material respects all of the agreements and covenants required by this Agreement and each other Transaction Document to be performed or complied with by it on or prior to the Closing.

10.2 Officer's Certificate. Buyer shall have delivered to Seller a certificate, duly executed by an executive officer of Buyer (including incumbency certificates), certifying Buyer's compliance with the conditions set forth in Section 10.1.

10.3 Transfer Documents. Buyer shall have delivered to Seller the documents required to be delivered by Buyer, if any, pursuant to Article III, each duly executed by Buyer.

10.4 Bankruptcy Matters. The Sale Order shall have been entered by the Bankruptcy Court.

10.5 Winning Bidder. Buyer shall have been deemed the Successful Bidder for the Transferred Assets at any Auction.

ARTICLE XI
TERMINATION

11.1 Breaches and Defaults; Opportunity to Cure. Prior to the exercise by a party of any termination rights afforded under this Agreement, if either party (the "Non-Breaching Party") believes the other (the "Breaching Party") to be in breach hereunder, the Non-Breaching Party shall provide the Breaching Party with written notice specifying in reasonable detail the nature of such breach, whereupon, if such breach is curable the Breaching Party, shall have ten (10) calendar days from the receipt of such notice to cure such breach to the reasonable satisfaction of the Non-Breaching Party. If the breach is not cured within such time period, then the Non-Breaching Party's sole remedy shall be to terminate this Agreement if the breach is such that the condition set forth in Section 9.1 or Section 10.1, as applicable, shall not be satisfied (as provided in Section 11.2); provided, however, that the Non-Breaching Party shall not be entitled to terminate this Agreement if it is in material breach of this Agreement.

11.2 Termination. This Agreement may be terminated and the transactions contemplated herein may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Seller and Buyer;

(b) by Buyer, unless Buyer is the Backup Bidder (as such term is defined in the Bidding Procedures), if the Bankruptcy Court enters an order approving the sale of the Transferred Assets to the Successful Bidder (as such term is defined in the Bidding Procedures);

(c) subject to the right to cure set forth in Section 11.1, by Buyer if Seller is in breach of any covenant, representation, undertaking or warranty such that the condition set forth in Section 9.1 shall not be satisfied, and Buyer has not waived such condition in writing on or before the Closing Date;

(d) subject to the right to cure set forth in Section 11.1, by Seller if Buyer is in breach of any covenant, representation, undertaking or warranty such that the condition set forth in Section 10.1 shall not be satisfied, and Seller has not waived such condition in writing on or before the Closing Date;

(e) by Seller or Buyer if the Closing shall not have occurred on or before the Outside Date, unless the failure to have the Closing on or before the Outside Date shall be due to the failure of the party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to the Closing; or

(f) by Seller or Buyer, if there shall be any Law that makes consummation of the Transaction illegal or otherwise prohibited, or if any Final Order permanently restraining, prohibiting or enjoining Buyer or Seller from consummating the Transaction is entered.

11.3 Effect of Termination.

(a) Except as set forth in Section 11.3(b), if this Agreement is terminated as permitted by Section 11.2, such termination shall be without Liability of any party (or any stockholder, equityholder, director, officer, employee, agent, consultant or other representative of such party) to the other parties to

this Agreement; provided, however, that the exclusion of Liability shall not apply to any party to this Agreement if a Final Order determines that such party improperly or wrongfully terminated this Agreement.

(b) The provisions of this Section 11.3 and Sections 11.4, 11.5, 12.1, 12.3, 12.6, 12.7, 12.8, 12.10, 12.13 shall survive any termination hereof pursuant to Section 11.2.

11.4 Fees and Expenses. Except as otherwise set forth expressly herein, all costs and expenses incurred by the parties in connection with obtaining Bankruptcy Court approval and consummation of this Agreement and the Transactions contemplated hereby shall be paid by the party incurring such cost or expense.

11.5 Certain Limitations. IN NO EVENT SHALL A PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT THAT ARE IN THE NATURE OF LOST PROFITS OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, SPECULATIVE OR INCIDENTAL DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE XII
MISCELLANEOUS

12.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.1):

If to Seller:

Sangamo Therapeutics, Inc.
501 Canal Boulevard
Richmond, CA 94804
Attention: Legal

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

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

If to Buyer:

Future Solution Investments, LLC
970 W. Broadway, Suite E #464
Jackson, WY 83001

Atten: Michael F. Solomon
Email: michael@futuresolutioninvestments.com

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

KTBS Law LLP
1801 Century Park East, 26th Floor
Los Angeles, CA 90067
Attn: Nir Maoz; Ryan Hicks
Email: nmaoz@ktbslaw.com; rhicks@ktbslaw.com

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. (Eastern time) in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt.

12.2 Expenses. Each party shall bear its own expenses and costs, including the fees and expenses of any attorney retained by it, incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby.

12.3 Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware (without application of principles of conflicts of law). In connection with any controversy arising out of or related to this Agreement, Seller and Buyer hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Case have been closed, the state or federal courts located in the State of Delaware. Seller and Buyer each irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts.

12.4 Assignment. This Agreement binds and benefits the parties and their respective successors and assignees. No party hereto shall have the right to freely assign any of its rights or delegate performance of any of its obligations under this Agreement, without the prior written consent of the other parties.

12.5 Successors and Assigns. Subject to Section 12.4, all agreements made and entered into in connection with this Transaction shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

12.6 Amendments; Waivers. No alteration, modification or change of this Agreement shall be valid except by an agreement in writing executed by the parties hereto. Except as otherwise expressly set forth herein, no failure or delay by any party hereto in exercising any right, power or privilege hereunder (and no course of dealing between or among any of the parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof.

12.7 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement between the parties with respect to the subject matter contained herein and therein and supersede all prior agreements and understandings, both oral and written, between the parties with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and Disclosure Schedule (other than

an exception expressly set forth as such in the Disclosure Schedule), the statements in the body of this Agreement will control.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile and/or PDF signatures shall be deemed original signatures.

12.9 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.10 Section Headings; Interpretation. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement. As each party has participated in the drafting of this Agreement, any ambiguity shall not be construed against a party as the drafter. Unless the context of this Agreement clearly requires otherwise, (a) "or" has the inclusive meaning frequently identified with the phrase "and/or," (b) "including" has the inclusive meaning frequently identified with the phrase "including, but not limited to", and (c) references to "hereof," "hereunder" or "herein" or words of similar import relate to this Agreement.

12.11 Third Parties. Nothing herein, expressed or implied, is intended to or shall confer on any Person other than the parties hereto any rights, remedies, obligations or Liabilities under or by reason of this Agreement.

12.12 Specific Performance. Buyer and Seller agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Bankruptcy Court without proof of actual damages or otherwise (and, to the fullest extent permitted by Law, each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity.

12.13 Disclosure Schedule and Exhibits. The Disclosure Schedule, Schedules, and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Schedule, Exhibit or in the Disclosure Schedule but not otherwise defined therein shall be defined as set forth in this Agreement. The representations and warranties of Seller set forth in any particular section of this Agreement are made and given subject to the disclosures contained in the corresponding section of the Disclosure Schedule, if any. Inclusion of the information in the Disclosure Schedule will not be construed as an admission that such information is material to the business, operations or condition (financial or otherwise) of Seller.

12.14 Definitions. For purposes of this Agreement, the term:

(a) "Affiliate" means, as to any Person, any other Person that, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means the possession, directly or indirectly, of the powers to direct or cause the direction of management or policies of a Person, through the ownership of securities or partnership or other ownership interests, by contract or otherwise.

(b) "Auction" means the auction contemplated by the Bidding Procedures Order.

(c) "Bidding Procedures" means those Bidding Procedures attached as Exhibit 1 to the Bidding Procedures Order.

(d) "Bidding Procedures Order" means the Order (A) Approving Bidding Procedures for the Sale of Substantially All 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 to Provide Bid Protections with Respect to the Debtor's Remaining Assets, (D) Approving Assumption and Assignment and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing, and Approving Forms and Manner of Notice Thereof, and (F) Granting Certain Related Relief (Docket No. [122]) entered by the Bankruptcy Court on July 14, 2026.

(e) "Business Day" means any day on which banks are not required or authorized to close in the City of Richmond, California.

(f) "Claim" has the meaning under Section 101(5) of the Bankruptcy Code.

(g) "Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

(h) "Contract" means any agreement, contract, note, mortgage, bond, indenture, lease, benefit plan, other instrument or other legally binding commitment or undertaking of any nature whether written or oral.

(i) "Final Order" means an order or judgment, the operation or effect of which has not been reversed, stayed, modified, or amended, that is in full force and effect, and as to which order or judgment (or any reversal, stay, modification, or amendment thereof) (a) the time to appeal, seek certiorari, request for reargument or further review or rehearing, or file a motion for stay, modification, or amendment has expired and no appeal, petition for certiorari, request for reargument or further review or rehearing, or motion for stay, modification, or amendment has been timely filed, or (b) any appeal that has been or may be taken or any petition for certiorari, request for reargument or further review or rehearing, or motion for stay, modification or amendment that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed, from which certiorari was sought, or to which the request was made, and no further appeal or petition for certiorari, request for reargument or further review or rehearing, or motion for stay, modification, or amendment has been or can be taken or granted.

(j) "GAAP" means generally accepted accounting principles in the United States as in effect on the date of this Agreement.

(k) "Governmental Entity" means any supranational, national, state, provincial, municipal, local, or foreign government, quasi-government, or any instrumentality, subdivision, court, administrative agency, bureau, department or commission or other authority thereof.

(l) "IRS" means the United States Internal Revenue Service.

(m) "Knowledge of Seller" or any other similar knowledge qualification in this Agreement means the actual knowledge of Sandy Macrae, Nathalie Dubois-Stringfellow, Stephanie J. Seiler and Phillip Ramsey.

(n) "Law" means any constitution, treaty, statute, law, principle or rule of common law, ordinance, order, rule or regulation of, administered or enforced by or on behalf of, any Governmental Entity.

(o) "Legal Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or arbitrator.

(p) "Liability" means any claim, debt, liability, obligation, Tax or commitment of any nature whatsoever (whether known or unknown, asserted or unasserted, fixed, absolute or contingent, matured or unmatured, accrued or unaccrued, liquidated or unliquidated or due or to become due), whenever or however arising (including those arising out of any contract or tort, whether based on negligence, strict liability or otherwise), and including all costs and expenses related thereto.

(q) "Lien" means, with respect to any property or asset, any mortgage, lien (statutory or otherwise), pledge, security interest, Claim, encumbrance, restriction, charge, instrument, preference, priority, option, or right of first refusal, of any kind or nature, whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, recorded or unrecorded, contingent or non- contingent, material or non-material, known or unknown.

(r) "Material Adverse Effect" shall mean any effect that is materially adverse to the assets, liabilities, financial condition or existing business of the Seller; provided, however, that the fact that the Bankruptcy Case has been filed and that, accordingly, Seller has been conducting the Business in the Ordinary Course of Business as the same is being conducted as of the date of this Agreement in the Bankruptcy Case, shall not, in and of itself, be deemed to be a Material Adverse Effect; provided, further, that none of the following (individually or in combination) shall be deemed to constitute, or shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) any adverse effect resulting directly or indirectly from general business or economic conditions; (b) changes in securities or financial market conditions in the United States; (c) changes in general conditions in the industry in which Seller and its subsidiaries operate; (d) changes in general political or social conditions in the United States; (e) changes in GAAP affecting Seller; (f) the announcement, execution or delivery of the Agreement or the pendency or consummation of the transactions contemplated hereby, including any disruption in (or loss of) supplier, service provider, partner or similar relationships or any loss of employees; (g) any change in accounting requirements or principles or any change in applicable Laws or the interpretation thereof; (h) any adverse effect resulting directly or indirectly from (w) any action taken by the Seller at Buyer's direction, (x) any action taken by the Seller with Buyer's consent, (y) the failure to take any action that was not taken by the Seller because Buyer withheld its consent, (z) any action required to be taken pursuant to this Agreement; (i) the failure to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period, in and of itself; (j) any adverse effect resulting directly or indirectly from any breach by Buyer of any provision of this Agreement or the taking of any other action by Buyer; (k) any adverse effect resulting directly or indirectly from any acts of war (whether or not declared), armed hostilities, sabotage or terrorism, or the escalation or worsening thereof; (l) any adverse effect resulting directly or indirectly from any acts of god, such as hurricanes, tornadoes, floods, earthquakes or other natural disasters; (m) the commencement of a case under Chapter 11 of Title 11 of the United States Code; (n) the sale process of Seller's business as contemplated by the Bidding Procedures

Order, (o) any objections in the Bankruptcy Court to (x) this Agreement or any of the transactions contemplated hereby or (y) the Bidding Procedures Order, or (p) any action required or prohibited by the commencement of the Bankruptcy Case.

(s) "Ordinary Course of Business" means the ordinary and usual course of normal day-to-day operations of Seller's business, as conducted by Seller consistent with past custom and practice (including with respect to quantity and frequency), except for the consequences relating to the filing of the Bankruptcy Case; provided, that in no event shall "Ordinary Course of Business" include any breach of Law or Contract, or violation of any Permit.

(t) "Outside Date" means September 30, 2026.

(u) "Outstanding DIP Obligations" means all amounts owed by the Company in respect of the Commitments (as defined in the DIP Credit Agreement) under that certain Senior Secured, Super-Priority Debtor-in-Possession Loan, Guaranty and Security Agreement, dated as of August [__], 2026, by and among Buyer (as lender thereunder), the Company, and the other loan parties thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time (the "DIP Credit Agreement").

(v) "Permit" means any license, permit, franchise, approval, authorization, registration, certification, accreditation and consent of any Governmental Entity.

(w) "Permitted Liens" means: (a) liens for current Taxes not yet due, or delinquent, that are being contested in good faith by appropriate proceedings or that are otherwise not material; (b) encumbrances that do not materially impair the ownership or use of the assets to which they relate; (c) statutory or common law liens to secure obligations to landlords, lessors or renters under leases or rental agreements; (d) deposits or pledges made in connection with, or to secure payment of, workers' compensation, unemployment insurance, social security or similar programs mandated by applicable Law or governmental regulations; (e) statutory or common law liens in favor of carriers, warehousemen, workers, repairer, mechanics and materialmen, to secure claims for labor, materials or supplies, and other like liens; (f) leases or subleases and the terms and conditions of the lease, license, sublease or other agreement applicable thereto; (g) any right, title or interest of a licensor under a license; (h) easements, reservations, rights-of-way, restrictions, minor defects or irregularities in title and other similar liens affecting real property not interfering in any material respect with the ordinary conduct of the business of the Seller; (i) liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods; (j) liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of setoff or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; (k) liens in favor of other financial institutions arising in connection with the Seller's deposit accounts or securities accounts held at such institutions to secure customary fees, charges, and the like; (l) and liens that will be removed or released by operation of the Sale Order or any other order of the Bankruptcy Court.

(x) "Person" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a Governmental Entity.

(y) "Qualified Bid" has the meaning set forth in the Bidding Procedures.

(z) "Sale Hearing" has the meaning set forth in the Bidding Procedures.

(aa) "Sale Motion" means the motion filed with the Bankruptcy Court by Seller on June 23, 2026, seeking entry of (I) an Order (A) Approving Bidding Procedures for the Sale of Substantially All

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 to Provide Bid Protections with Respect to the Debtor's Remaining Assets, (D) Approving Assumption and Assignment and Rejection Procedures, (E) Scheduling an Auction and Sale Hearing, and Approving Forms and Manner of Notice Thereof; (II) an Order (A) Approving the Sale of the Debtor's Assets Free and Clear of all Claims, Liens, and Encumbrances, and (B) Approving the Assumption and Assignment and/or Rejection of Certain Executory Contracts and Unexpired Leases; and (III) Granting Certain Related Relief (Docket No. 13).

(bb) "Sale Order" means an order of the Bankruptcy Court (in a form reasonably acceptable to Buyer), which shall, among other things, comply with Section **Error! Reference source not found.**.

(cc) "Tax" means (i) all federal, state, local, foreign or other taxes of any kind and any similar fees, assessments or charges (together with any and all interest, penalties and additions to tax imposed with respect thereto) imposed by any tax authority, including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, severance, excise, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, unclaimed property, escheatment or net worth, and taxes or other charges in the nature of excise, withholding, ad valorem or value added; and (ii) any Liability for the payment of amounts described in clause (i) as a result of being a successor, a transferee or a member of an affiliated, consolidated, combined or unitary group, or as a result of any obligation under any Tax sharing, indemnity or similar agreement or other Contract or arrangement.

(dd) "Tax Return" means any return, declaration, report, estimate, claim for refund, or information return or statement or other document relating to, or required to be filed in connection with, any Taxes, including any schedule, form, attachment thereto or amendment thereof.

(ee) "Transaction Documents" means this Agreement and all other agreements, documents and instruments executed in connection herewith or required to be executed and/or delivered by Seller in accordance with the provisions of this Agreement.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized officers to duly execute this Asset Purchase Agreement as of the day and year first written above.

FUTURE SOLUTION INVESTMENTS, LLC

Signed by:
Michael F Solomon
E92ED0C30423488...

By: _____
Name: Michael F. Solomon
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have caused their respective authorized officers to duly execute this Asset Purchase Agreement as of the day and year first written above.

SANGAMO THERAPEUTICS, INC.

By: Scott B. Willoughby
Name: Scott B. Willoughby
Title: Chief Legal Officer

Docusign Envelope ID: 4D2422C3-EE9C-87D2-8336-B703A3B4C1F1

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Schedule 1.1(a)

Transferred Assets

Asset ID	Status	Asset Type	Description	Location	Manufacturer	Model	Serial Number
G00936	Inactive	Laboratory Equipment	EnVision Plate Reader	//Sangamo GMP/7000 Marina Blvd. Brisbane/5th Floor/5340 - QC Cell Culture	Perkin Elmer	EnVision2105 Multimode Plate Reader	1050669
N01518	Active	Lab Equipment	Advanced Digital Shaker	Richmond 501A Rm 126 (Lab 5)	VWR	5000	C230499182
N00548	Active	Lab Equipment	Purification System	Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthcare)	Akta Pure 150	29046665-2558502
N00643	Active	Lab Equipment	Nanodrop	Brisbane Room 5320 (Dev Lab)	Thermo	Nanodrop One	AZY2019817
N00997	Active	Lab Equipment	UV-Visible Protein Analyzer	Brisbane Room 5320 (Dev Lab)	Unchained Labs	Stunner	901127
N01184	Active	Lab Equipment	Protein Stability Screening Platform	Brisbane Room 5350 (Dev Lab FD+CT)	Unchained Labs	UNcle	UNcle-0811
N01485	Active	Lab Equipment	Purification System	Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthcare)	Akta Pure 150	2447485
N01486	Active	Lab Equipment	Purification System	Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthcare)	Akta Pure 150	2522331
N00898	Active	Lab Equipment	Cytiva Akta Avant	Brisbane Room 5320 (Dev Lab)	Cytiva (formerly GE Healthcare)	Avant 150	2758629

Disclosure Schedule

Schedule 6.4
Legal Proceedings

[None.]

Schedule 6.5

Requisite Notices, Filings and Consents

[None.]