Docket #0397 Date Filed: 08/27/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
SANGAMO THERAPEUTICS, INC.	)	Case No. 26-10989 (CTG)
Debtor.[1]	)	**Re: Docket Nos. 122, 124, 139 & 290**

NOTICE OF (I) PROPOSED SALE ORDER AND ASSET PURCHASE AGREEMENT FOR FABRY ASSETS, (II) SUPPLEMENTAL SALE OBJECTION DEADLINE FOR FABRY ASSETS, AND (III) SALE HEARING FOR FABRY ASSETS

PLEASE TAKE NOTICE that, on June 23, 2026, Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned case, filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the District of Delaware (the "**Court**").

PLEASE TAKE FURTHER NOTICE that, on July 14, 2026, the Court entered the *Order (A) Approving Bidding Procedures for the 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 Forms and Manner of Notice Thereof, and (F) Granting Related Relief* [Docket No. 122] (the "**Bidding Procedures Order**"), which, among other things: (i) approved procedures (the "**Bidding Procedures**")[2] to be used in connection with one or more sales (each, a "**Sale**") of substantially all of the Debtor's assets (the "**Assets**"), (ii) scheduled an auction for the Assets (the "**Auction**") and a final hearing to consider approval of the Sale(s) (the "**Sale Hearing**"), and (iii) approved procedures (the "**Assumption and Assignment and/or Rejection Procedures**") for the assumption and assignment of executory contracts and unexpired leases (collectively, the "**Contracts**").

PLEASE TAKE FURTHER NOTICE that, on August 10, 2026, the Debtor commenced the Auction for certain of the Assets in accordance with the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that, on August 12, 2026, the Debtor filed the *Notice of (I)(A) Conclusion of Auction for Certain of the Debtor's Assets (B) Designation of Successful Bidders and Backup Bidders for Such Assets, and (C) Sale Hearing for Such Assets, and (II) Adjournment of Auction for Remaining Assets and Plan Sponsor Alternative Bids* [Docket

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

[2] Except as otherwise noted, capitalized terms used but not defined herein have the meanings given to them in the Bidding Procedures or the Bidding Procedures Order, as applicable.

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No. 290] (the "**Notice of Successful Bidders**"). The Notice of Successful Bidders, among other things, designated PTC Therapeutics, Inc. ("**PTC**") as the Successful Bidder for the Fabry Assets.

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

Exhibit	Document
A	Fabry Assets APA
B	Fabry Assets Sale Order

PLEASE TAKE FURTHER NOTICE that attached to the Fabry Assets Sale Order as **Exhibit B** (the "**Assigned Contracts Exhibit**") is a list of Contracts (the "**Assigned Contracts**")[3] to be assumed and assigned to PTC in connection with the Sale of the Fabry Assets to PTC, which exhibit may be updated from time to time pursuant to and in accordance with the Fabry Assets APA and the Fabry Assets Sale Order.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, the deadline to object to (i) the conduct of the Auction with respect to the Fabry Assets and (ii) the ability of PTC to provide adequate assurance of future performance with respect to the Assigned Contracts is **August 31, 2026 at 4:00 p.m. (Eastern Time)** (the "**Supplemental Sale Objection Deadline**").[4]

PLEASE TAKE FURTHER NOTICE that the Sale Hearing with respect to the Sale of the Fabry Assets, entry of the Fabry Assets Sale Order, and any objections to (i) the conduct of the Auction with respect to the Fabry Assets and (ii) the ability of PTC to provide adequate assurance of future performance with respect to the Assigned Contracts will commence on **September 10, 2026 at 11:00 a.m. (Eastern Time)** before the Honorable Craig T. Goldblatt, at the Court, 824 North Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801. Subject to the

[3] On July 17, 2026, the Debtor filed the *Notice of Cure Amounts and Potential Assumption and Assignment and/or Rejection of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Docket No. 139] (the "**Cure Notice**"). Each of the Assigned Contracts set forth on the Assigned Contracts Exhibit and the proposed Cure Amounts related thereto, previously were included on **Schedule 1** to the Cure Notice. As set forth in the Cure Notice, the deadline to file a Cure Objection (as defined in the Cure Notice) with respect to each Assigned Contract was August 4, 2026 at 4:00 p.m. (Eastern Time) (the "**Cure Objection Deadline**"). Pursuant to the Cure Notice, any counterparty to an Assigned Contract that failed to timely file a Cure Objection and by the Cure Objection Deadline shall be forever barred, estopped and enjoined from making any demands for additional Cure Amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Successful Bidder with respect to such Assigned Contract. Prior to the Cure Objection Deadline, the Debtor received certain responses with respect to the Cure Amounts for certain of the Assigned Contracts. The Debtor believes it has resolved such responses, and the resulting amended Cure Amounts are reflected in **bold** on the Assigned Contracts Exhibit.

[4] The Fabry Assets were defined as the "Astellas Assets" in the Bidding Procedures. Pursuant to the Bidding Procedures and the *Notice of Sale Bidding Procedures, Auction and Sale Hearing* [Docket No. 124] the deadline to object to the sale of the Fabry Assets was August 4, 2026 at 4:00 p.m. (Eastern Time).

terms of the Bidding Procedures, the Sale Hearing may be adjourned by announcement in open Court or on the Court's calendar without any further notice required.

PLEASE TAKE FURTHER NOTICE that the documents attached hereto remain subject to review and revision in all respects by parties in interest. To the extent that such documents are revised, the Debtor will present a blackline copy of the revised document to the Court either at or before the Sale Hearing.

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

[*Remainder of Page Intentionally Left Blank*]

Dated: August 27, 2026
Wilmington, Delaware

/s/ James F. McCauley

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Counsel for the Debtor and Debtor in Possession

Exhibit A

Fabry Assets APA

Docusign Envelope ID: F702CDCB-5F29-882F-8214-284EGBB3DA01

STRICTLY CONFIDENTIAL
EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and between

PTC THERAPEUTICS, INC.

and

SANGAMO THERAPEUTICS, INC.

dated as of

August 25, 2026

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of August 25, 2026, is entered into by and between Sangamo Therapeutics, Inc., a Delaware corporation ("**Seller**"), and PTC Therapeutics, Inc., a Delaware corporation ("**Buyer**"). Seller and Buyer are each sometimes referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, on June 23, 2026 (the "**Petition Date**"), Seller as debtor and debtor in possession (the "**Debtor**") sought relief under Chapter 11 of Title 11 of the United States Code (as amended, the "**Bankruptcy Code**") by filing a case (the "**Chapter 11 Case**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), which is being administered under Case No. 26-10989 (CTG);

WHEREAS, Seller has been developing and investigating in clinical trials a gene therapy product for the treatment of Fabry disease (the "**Business**");

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets of the Business, subject to the terms and conditions set forth herein; and

WHEREAS, subject to the terms and conditions set forth in this Agreement and the entry of the Sale Order, the Parties desire to enter into this Agreement, pursuant to which Seller shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title and interest in and to the Purchased Assets, and Buyer shall assume all of the Assumed Liabilities, and the Parties intend to effectuate the transactions contemplated by this Agreement, upon the terms and conditions hereinafter set forth in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and subject to entry of the Sale Order.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Definitions. The following terms have the meanings specified or referred to in this ARTICLE I:

"**Accelerated Milestone Event**" means the first accelerated approval by the FDA of a US BLA for a Company Product for the treatment of Fabry disease based on the STAAR Studies.

"**Accelerated Milestone Payment**" has the meaning set forth in Section 2.09(a).

"**Action**" means any action, cause of action, claim, demand, litigation, suit, summons, subpoena, inquiry, investigation, audit, hearing, originating application to a tribunal, arbitration or other legal proceeding of any nature, civil, criminal, regulatory, administrative or otherwise, whether in equity or at law, in contract, in tort or otherwise, excluding the Chapter 11 Case.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For the purpose of this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of a Person, whether through the ownership of voting securities or partnership or other ownership interests, by Contract or otherwise.

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

"**Ancillary Documents**" means the Bill(s) of Sale, the Assignment and Assumption Agreement(s), Intellectual Property Assignment(s), the Transition Services Agreement and any other agreements, instruments and documents required to be delivered at the Closing.

"**Apportioned Taxes**" has the meaning set forth in Section 2.10(c).

"**Assigned Contracts**" has the meaning set forth in Section 2.01(c).

"**Assignment and Assumption Agreement**" has the meaning set forth in Section 3.02(a)(ii).

"**Assumed Liabilities**" has the meaning set forth in Section 2.03.

"**Auction**" means the auction contemplated by the Bidding Procedures Order.

"**Avoidance Action Claims**" means, collectively, any and all avoidance, recovery, subordination, or other claims, actions, rights, or remedies that may be brought by or on behalf of Seller or its estate or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including remedies, claims or causes of action arising under or pursuant to chapter 5 of the Bankruptcy Code or any other similar provision of applicable Law.

"**Backup Bidder**" means the party whose bid is determined to be the next highest bid after the bid of the Successful Bidder at the Auction.

"**Bankruptcy Code**" has the meaning set forth in the recitals.

"**Bankruptcy Court**" has the meaning set forth in the recitals.

"**Bankruptcy Period**" has the meaning set forth in Section 10.10(b).

"**Bidding Procedures**" means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order, in the form of Exhibit B attached hereto.

"**Bidding Procedures Order**" means an order of the Bankruptcy Court approving, among other things, the Bidding Procedures for conducting a sale and auction of the Purchased Assets, and authorizing Seller's performance of its obligations under this Agreement, in the form of Exhibit A attached hereto.

"**Bill of Sale**" has the meaning set forth in Section 3.02(a)(i).

"**Books and Records**" has the meaning set forth in Section 2.01(l).

"**Business**" has the meaning set forth in the recitals.

"**Business Data**" has the meaning set forth in Section 4.12(c).

"**Business Day**" means a day, other than Saturday, Sunday or other day on which commercial banks in Tokyo, Japan or Wilmington, Delaware are authorized or required by applicable Law to close.

"**Buyer**" has the meaning set forth in the preamble; *provided* that PTC Therapeutics, Inc. may designate an affiliate as the "Buyer" under this Agreement by providing written notice to Seller by no later than the date that is two Business Days prior to the Closing Date; *provided further* that in the event of and notwithstanding any such designation, Buyer shall remain liable for all of its obligations under this Agreement.

"**Buyer's Closing Certificate**" has the meaning set forth in Section 8.03(c).

"**Buyer Material Adverse Effect**" means any Effect that, individually or in the aggregate, has had, or would reasonably be expected to have, a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement on or before the End Date or to timely perform any of its obligations under this Agreement.

"**Chapter 11 Case**" has the meaning set forth in the recitals.

"**Closing**" has the meaning set forth in Section 3.01.

"**Closing Consideration**" has the meaning set forth in Section 2.08.

"**Closing Date**" has the meaning set forth in Section 3.01.

"**COBRA**" means, collectively, the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, and any similar state or local law.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company Product**" means isaralgagene civaparvovec, code named by Seller as ST-920, a gene therapy product consisting of an engineered, liver-targeted adeno-associated viral vector (rAAV 2/6) encoding a copy of the human *GLA* gene, as described in U.S. IND #18733, and any other gene therapy candidate developed by Seller consisting of an AAV vector encoding a version (human or otherwise) of the *GLA* gene.

"**Competing Transaction**" has the meaning set forth in Section 6.01.

"**Consulting Agreement**" means consulting, independent contractor or other non-employee service agreement between Seller or any of its Subsidiaries, on the one hand, and any Specified Individual, on the other hand.

"**Contracts**" means, with respect to any Person, any legally binding contract, subcontract, agreement, lease, sublease, license, sublicense, commitment, sale or purchase order, indenture, note, bond, loan, mortgage, deed of trust, insurance policy, instrument, or other arrangement, commitment, undertaking or understanding, whether written or oral, to which such Person is a party or by which such Person or such Person's properties or assets are bound, and which is primarily related to the Business.

"**Copyrights**" means any writings and other works (including software, databases, literary, pictorial and graphic works), whether copyrightable or not, published or unpublished, in any jurisdiction (domestic and foreign), and any and all copyright rights, whether registered or not, moral rights, database rights and similar rights therein, and registrations or applications for registration of copyrights in any jurisdiction (domestic and foreign), and any renewals or extensions thereof.

"**Cure Costs**" means, with respect to any Assigned Contract, the Liabilities that must be paid or otherwise satisfied to cure all monetary defaults under such Assigned Contracts to the extent required under Section 365(b) of the Bankruptcy Code in connection with the assignment and assumption of such Assigned Contract.

"**Debtor**" has the meaning set forth in the recitals.

"**Designated Contract**" has the meaning set forth in Section 2.05(i).

"**DIP Order**" means an order from the Bankruptcy Court approving, among other things, Seller's entry into a debtor-in-possession financing facility on an interim or final basis.

"**Disclosure Schedules**" means the Stalking Horse APA Disclosure Schedules provided by Seller to Buyer prior to the execution of this Agreement by Buyer, as may be supplemented or modified from time to time in accordance with the terms of this Agreement, and thereafter any such supplements or modifications shall be part of the Disclosure Schedules; *provided* that Seller or Buyer may, with the written consent of the other in its sole discretion, supplement or modify the Disclosure Schedules hereto at any time prior to Closing; *provided further* that, notwithstanding anything to the contrary set forth in this Agreement, the consent described in the immediately preceding proviso shall not apply to any supplements or modifications of the Disclosure Schedules expressly contemplated by the provisions of this Agreement, including without limitation, Section 2.05 hereof.

"**Dollars**" or "**$**" means the lawful currency of the United States.

"**e-mail**" has the meaning set forth in Section 10.01.

"**Effect**" means any event, state of facts, circumstance, change, occurrence, development, condition, result or effect.

"**Employee**" means any employee of Seller or any of its Subsidiaries whose services for Seller and its Subsidiaries are primarily in connection with the Business.

"**Employee Plan**" means with respect to current and former Employees, any (i) "employee benefit plan" as defined in Section 3(3) of ERISA, (ii) compensation, employment, consulting, independent contractor, severance, termination protection, change in control, indemnification, loan, transaction bonus, retention or similar plan, agreement, arrangement, program or policy or (iii) other plan, agreement, arrangement, program or policy providing for compensation, bonuses, profit-sharing, equity or equity-based compensation or other forms of incentive or deferred compensation, vacation or time-off benefits, insurance (including any self-insured arrangement), medical, dental, vision, hospitalization, prescription or fringe benefits, life insurance, relocation or expatriate benefits, perquisites, disability or sick leave benefits, employee assistance program, supplemental unemployment benefits or post-employment or retirement benefits (including compensation, pension, employee stock ownership, stock purchase, stock option, health, medical or insurance benefits, and any plan maintained under Section 401(k) of the Code), in each case (A) whether or not written, and (B) that is sponsored, maintained, administered, contributed to, required to be contributed to or entered into by Seller or any of its ERISA Affiliates or for which Seller or any of its Subsidiaries has or would be reasonably expected to have any current or future liability. The term "Employee Plan" includes any PEO Plan, programs, policies and arrangements sponsored or maintained by a PEO in which current or former employees, officers or directors of Seller or any of its ERISA Affiliates are eligible to participate in connection with their service to Seller or any of its ERISA Affiliates.

"**Employment Agreement**" means each management, employment, severance, retention, relocation, repatriation, expatriation, change in control or similar agreement or offer letter between Seller or any of its Subsidiaries, on the one hand, and any Specified Individual, on the other hand.

"**End Date**" has the meaning set forth in Section 9.01(b)(ii).

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

"**ERISA Affiliate**" means any person which is (or at any relevant time was or will be) a member of a "controlled group of corporations" with, under "common control" with, or a member of an "affiliated service group" with Seller as such terms are defined in Sections 414(b), (c), (m) or (o) of the Code.

"**Essential Counterparties**" has the meaning set forth in Section 2.05(i).

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Assets**" has the meaning set forth in Section 2.02.

"**Excluded Business**" means the business conducted by Seller and its Subsidiaries using the assets of Seller and its Subsidiaries unrelated to the Business.

"**Excluded Contracts**" has the meaning set forth in Section 2.02(a).

"**Excluded Liabilities**" has the meaning set forth in Section 2.04.

"**FCPA**" has the meaning set forth in Section 4.10(b).

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

"**Final Order**" means an order of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Chapter 11 Case (or the docket of such other court), (a) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial, request for stay, motion or petition for reconsideration, application or request for review, or other similar motion, application, notice or request (collectively, a "**Challenge**") has been timely filed, or, if a Challenge has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further Challenge thereon; (b) as to which the time for instituting or filing a Challenge shall have expired; and (c) as to which no stay is in effect.

"**Full Milestone Event**" means the first full approval by the FDA of a US BLA for a Company Product for the treatment of Fabry disease based on the STAAR Studies, either as part of the original BLA submission or if an accelerated approval under section 506(c) of the FD&C Act is converted into a full approval.

"**Full Milestone Payment**" has the meaning set forth in Section 2.09(a).

"**Fundamental Representations**" means those representations and warranties of Seller set forth in Section 4.01 (*Organization and Qualification of Seller*), Section 4.02 (*Authority of Seller*), Section 4.03(a) (*No Conflicts with Organizational Documents*), Section 4.06 (*Intellectual Property*) and Section 4.17 (*Finders' Fees*).

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

"**Good Clinical Practices**" or "**GCP**" means the then-current applicable requirements and standards for designing, conducting, recording, and reporting clinical trials (including all applicable requirements relating to protection of human subjects), including as set forth in (i) the FD&C Act and applicable regulations promulgated thereunder (including, for example, 21 C.F.R. Parts 50, 54, 56, and 312), (ii) applicable guidelines from the International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use, including ICH E6(R3) and ICH E3, (iii) Regulation (EU) No 536/2014, and (iv) comparable standards of good clinical practice (including all applicable requirements relating to protection of human subjects) as are required by Governmental Authorities in any other country or jurisdiction.

"**Good Laboratory Practices**" or "**GLP**" means the then-current standards for good laboratory practices for pharmaceuticals, including as set forth in (i) the FDA's GLP regulations at 21 C.F.R. Part 58, (ii) Directive 2004/10/EC, (iii) the GLP principles of the Organisation for Economic Co-Operation and Development (OECD), and (iv) such standards of good laboratory

practice as are required by other organizations and Governmental Authorities in countries in which any nonclinical study is conducted, to the extent such standards are not less stringent than the FDA's GLP regulations.

"**Good Manufacturing Practices**" or "**GMP**" means the then-current good practices and standards for the manufacture and testing of pharmaceutical products and their components, including as set forth in (i) the FD&C Act, (ii) 21 C.F.R. Parts 210, 211, 600, and 610, and FDA guidance issued thereunder, and (iii) comparable applicable Law related to the manufacture and testing of pharmaceutical materials in jurisdictions outside the United States. "Good Manufacturing Practices," or "GMP" also means the quality guidelines promulgated by the ICH, including the ICH Q7A, titled "Q7A Good Manufacturing Practice Guidance for Active Pharmaceutical Ingredients" and the policies promulgated thereunder.

"**Governmental Authority**" means any transnational, domestic or foreign federal, state, provincial, local or other governmental, regulatory or administrative authority, department, court, mediator or other tribunal or arbitral body (public or private), agency, board, commission or official, including any political subdivision thereof, or any other governmental or quasi-governmental (including self-regulatory) authority or instrumentality.

"**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination, award, verdict, or other decision issued, promulgated or entered by or with any Governmental Authority.

"**Health Care Laws**" means all Laws applicable to the research, nonclinical and clinical testing, development, manufacturing, ownership, operation, storage, import, export, distribution, marketing, pricing, sale, promotion, document retention, warehousing, packaging, labeling, and handling of any compound or Company Product, including the Federal Food, Drug, and Cosmetic Act ("**FD&C Act**"), the Public Health Service Act, and the implementing regulations, and any comparable state and foreign Laws, including the Laws, regulations, and guidance GCP, GLP and GMP, including guidance from the International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations promulgated thereunder, and any successor to such statute, rules or regulations.

"**Independent Contractor**" means any natural person who is an independent contractor, advisor, director, consultant or other service provider (other than an employee) who provides personal services to Seller or any of its Subsidiaries in connection with the Business.

"**Insurance Policies**" has the meaning set forth in Section 4.16.

"**Intellectual Property Agreements**" means all agreements relating to Intellectual Property Rights owned by a Third Party and licensed or sublicensed, whether exclusively or non-exclusively, to Seller or any of its Subsidiaries primarily relating to the Business, including consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, grants of immunity, rights of reference, permissions and other Contracts, whether written or oral,

relating to any such Intellectual Property Rights to which Seller is a party, beneficiary or otherwise bound.

"**Intellectual Property Assets**" means all Intellectual Property Rights that are owned by Seller and are primarily relating to the Company Product or primarily held for use in the conduct of the Business as currently conducted or proposed to be conducted, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property Rights; and (ii) claims and causes of action with respect to such Intellectual Property Rights, whether accruing before, on, or after the date hereof, including all rights to and claims for (including the right to recover and retain) damages, restitution, attorneys' fees, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof; provided that Intellectual Property Assets shall not include any Intellectual Property Rights set forth in Section 2.02(d) of the Disclosure Schedules.

"**Intellectual Property Assignment**" has the meaning set forth in Section 3.02(a)(iii).

"**Intellectual Property Registrations**" means all Intellectual Property Assets that are subject to any issuance, registration, recordation or application by or with any Governmental Authority or authorized private registrar in any jurisdiction, including issued Patents, registered Trademarks, domain names and Copyrights, and pending applications for any of the foregoing.

"**Intellectual Property Rights**" means any and all (i) Trademarks, (ii) Patents, (iii) Trade Secrets, information, knowledge, experience, skills, drawings, blueprints, utility models, technology, inventions, discoveries and improvements, (iv) Copyrights, (v) moral rights, data and database rights, design rights, industrial property rights, publicity rights and privacy rights, (vi) all forms and types of computer software (including source code, object code, firmware, development tools, APIs, files, records and data and all documentation related to any of the foregoing), (vii) any other intellectual property or proprietary rights and (viii) all rights under or relating to any of the foregoing granted under any Contract.

"**Inventory**" has the meaning set forth in Section 2.01(d).

"**IRS**" means the U.S. Internal Revenue Service.

"**IND**" means any Investigational New Drug application submitted to the FDA pursuant to 21 C.F.R. Part 312 or any similar application or submission submitted to a Regulatory Authority outside the United States for the purpose of obtaining permission to conduct clinical trials, including a clinical trial application.

"**IT Assets**" means computers, mobile devices, computer software, firmware, middleware, servers, workstations, routers, hubs, switches, storage devices, data communications lines and all other information technology, network, security and data assets, equipment, systems, cloud infrastructure, services, and all associated documentation and materials owned by Seller or any of its Subsidiaries or licensed, subscribed to, operated, held for use, or leased by Seller or any of its Subsidiaries, in each case, that are primarily related to the Business.

"**Key Suppliers**" has the meaning set forth in Section 4.15(a).

"**Knowledge of Seller", "Seller's Knowledge**" or any other similar knowledge qualification, means the actual knowledge of the individuals listed in Section 1.01(a) of the Disclosure Schedules, in each case after making reasonable inquiry, together with the knowledge such individuals would reasonably be expected to have had if they had made such due inquiry.

"**Law**" means any federal, state, local or foreign law, treatise, decree, statute, code, constitution, principle of common law, ordinance, rule, regulation, guidance, guideline, judgment, decree, injunction, ruling, order, procedure, decision or other requirement of any Governmental Authority, including GLP, GMP, GCP, Health Care Laws and Privacy Laws.

"**Liabilities**" means liabilities, obligations, damages, costs, expenses or commitments of any nature whatsoever, asserted or unasserted, direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

"**Lien**" shall have the meaning set forth in Section 101(37) of the Bankruptcy Code and shall include any pledge, option, charge, lien, license, debentures, trust deeds, hypothecation, easement, security interest, right-of-way, encroachment, mortgage, deed of trust, defect of title, restriction on transferability, restriction on use or other encumbrance, in each case whether imposed by agreement, law, equity or otherwise.

"**Marketing Application**" means an application for the approval, license, or authorization to market a pharmaceutical compound or product in any country or group of countries, as defined in the Laws and filed with the Governmental Authority of a given country or group of countries, and all additions, amendments, supplements, extensions and modifications thereto, including a US BLA.

"**Milestone Events**" means the Full Milestone Event and the Accelerated Milestone Event.

"**Milestone Payments**" means the Full Milestone Payment and the Accelerated Milestone Payment.

"**Necessary Consent**" has the meaning set forth in Section 2.06(b).

"**Non-Recourse Parties**" has the meaning set forth in Section 10.13(a).

"**Parties**" has the meaning set forth in the preamble.

"**Party**" has the meaning set forth in the preamble.

"**Patent**" means any national or multinational statutory invention registrations, patents and patent applications issued or applied for in any jurisdiction, including all certificates of invention, provisionals, nonprovisionals, substitutions, divisionals, continuations, continuations-in-part, reissues, renewals, extensions, supplementary protection certificates, reexaminations, patents of addition, utility models, inventors' certificates, patent term adjustments, patent term extensions and the equivalents of any of the foregoing in any jurisdiction, and all inventions disclosed in each such registration, patent or patent application.

"**PEO**" means a professional employer organization, employer of record or similar Third Party.

"**Permits**" means each grant, license, franchise, permit, easement, variance, exception, exemption, waiver, consent, certificate, certification, registration, accreditation, approval, authorization, concession, decree, confirmation, qualification, consent, variance, Governmental Order or other similar authorization of any Governmental Authority.

"**Permitted Liens**" means (i) Liens for Taxes not yet due or delinquent or the validity or amount of which is being contested in good faith by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP and which would not, individually or in the aggregate, have a material impact on the Purchased Assets or the Business, (ii) materialmen's, mechanics', carriers', workers', warehousemen's, repairers' and similar Liens arising in the ordinary course of business, securing obligations as to which there is no default and which are not yet due and payable, or the validity or amount of which is being contested in good faith by appropriate proceedings which have the effect of preventing the forfeiture or sale of the property subject thereto and for which adequate reserves have been established in accordance with GAAP and which would not, individually or in the aggregate, have a material impact on the Purchased Assets or the Business, (iii) Liens to secure payment of workers' compensation, unemployment insurance, social security or other social security legislation (other than Liens imposed by ERISA), (iv) with respect to leased or licensed personal property, the terms and conditions of the lease, license, sublease or other agreement applicable thereto (excluding any license of Intellectual Property Rights), (v) any non-exclusive licenses granted to service providers and vendors in the ordinary course of business in connection with the Business, and (vi) solely prior to Closing, any Lien that will be removed or released by operation of the Sale Order or any other order of the Bankruptcy Court.

"**Person**" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision or a Governmental Authority.

"**Personal Information**" means any information relating to an identified or identifiable individual or household, or that is otherwise regulated under applicable Law.

"**Petition Date**" has the meaning set forth in the recitals.

"**Plan Sponsor Alternative**" has the meaning ascribed to such term in the Bidding Procedures.

"**Post-Closing Tax Period**" has the meaning set forth in Section 2.10(c).

"**Pre-Closing Tax Period**" has the meaning set forth in Section 2.10(c).

"**Previously Omitted Contract**" has the meaning set forth in Section 2.05(e).

"**Previously Omitted Contract Designation**" has the meaning set forth in Section 2.05(e).

"**Previously Omitted Contract Notice**" has the meaning set forth in Section 2.05(e).

"**Privacy Laws**" has the meaning set forth in Section 4.12(a).

"**Process**" or "**Processing**" means any operation or set of operations whether or not by automatic means, including collection, recording, organization, storage, retention, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, making available, alignment, combination, blocking, deleting, erasure, or destruction.

"**Product Data and Records**" means all original or, if originals do not exist, true, correct and complete copies of, data, files (including data files), reports, plans, operating records, protocols, work papers and other documents in any form (including in paper or electronically stored formats and including drafts where final copies are not available) that, in each case, are owned or controlled by Seller or its Subsidiaries and are primarily related to a Company Product, including (a) all data, files (including data files), reports, plans, operating records, protocols, work papers, and all other documents related to research, preclinical and clinical testing and studies (including in vivo and in vitro studies and indication development data) conducted by or on behalf of Seller or any of its Subsidiaries primarily related to any Company Product (or earlier versions of any Company Product), including scientific, preclinical and clinical data, laboratory notebooks, procedures, tests, dosage information, criteria for patient selection, safety and efficacy and study protocols; (b) all manufacturing data and records; (c) investigator's brochures; and (d) all pharmacovigilance and other safety records, in each case, in all forms, including in paper or electronically stored formats, in which they are stored or maintained, and all data and information included or referenced therein.

"**Purchase Price**" has the meaning set forth in Section 2.08.

"**Purchased Assets**" has the meaning set forth in Section 2.01.

"**Reference Date**" means January 1, 2020.

"**Regulatory Authority**" means any national (e.g., the FDA), supra national (e.g., the European Commission, the Council of the European Union, or the EMA), regional, state or local regulatory agency, department, bureau, commission, council or other Governmental Authority involved in the granting of approval of Marketing Applications or pricing approvals (or other pricing or reimbursement approvals) for pharmaceutical products.

"**Regulatory Documentation**" means, collectively: (a) all (i) INDs or other filings needed to initiate clinical testing of any pharmaceutical product, (ii) Marketing Applications, establishment license applications and drug master files, (iii) applications for designation as an "Orphan Licensed Product(s)" under the Orphan Drug Act, (iv) applications for "Fast Track" status, "Breakthrough Therapy" status or "Regenerative Medicine Advanced Therapy Designation" under Section 506 of the FD&C Act (21 U.S.C. § 356) or (v) requests for a Special Protocol Assessment under Section 505(b)(5)(B) and (C) of the FD&C Act (21 U.S.C. § 355(b)(5)(B) and (C)) and all other similar filings (including counterparts of any of the foregoing in any jurisdiction); (b) any applications for pricing approval (or other pricing or reimbursement approvals) and other applications, filings, dossiers or similar documents submitted to a Regulatory Authority in any jurisdiction for the purpose of obtaining approval of a Marketing Application or a pricing approval (or other pricing or reimbursement approvals) from that Regulatory Authority,

including any pediatric investigation plan submitted to any Regulatory Authority; (c) any supplements and amendments to any of the foregoing; and (d) any correspondence with any Regulatory Authority relating to any of the foregoing, including any pre-IND or INTERACT (or similar) meeting materials or minutes; in each case of the foregoing (a) through (d), that are owned or controlled by Seller or its Subsidiaries, and (i) are referenced in any IND for any Company Product (e.g., right of reference to another IND or a drug master file), or (ii) are otherwise primarily related to any Company Product.

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

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

"**Representatives**" means with respect to any Person, such Person's officers, directors, employees, investment bankers, attorneys, accountants, consultants, agents and other advisors or representatives.

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to approve the transactions contemplated by this Agreement and entry of the Sale Order.

"**Sale Motion**" has the meaning set forth in Section 6.02(a).

"**Sale Order**" means an order entered by the Bankruptcy Court, substantially in the form of the Stalking Horse APA Sale Order attached hereto as Exhibit C, subject to the following modifications: (a) "Buyer" shall refer to "Buyer" as defined in this Agreement; (b) all references to the "Astellas Stalking Horse APA" shall be replaced with references to this Agreement; (c) conforming changes to reflect the terms of this Agreement; (d) immaterial modifications or clarifications; and (e) any other modifications agreed to by Seller and Buyer.

"**Sanctions**" has the meaning set forth in Section 4.10(b).

"**Security Incident**" means any unauthorized access, acquisition, interruption, alteration or modification, loss, theft, corruption or other unauthorized Processing of Personal Information or Business Data.

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

"**Seller's Closing Certificate**" has the meaning set forth in Section 8.02(i).

"**Seller Material Adverse Effect**" means any Effect that has had, or is reasonably likely to have, individually or in the aggregate, a material adverse effect on: (i) the assets, Liabilities, business, operations, properties, financial condition or results of operations of the Business, taken as a whole; provided that, for purposes of the foregoing clause (i), no such Effect to the extent resulting from, attributable to or arising out of any of the following occurring after the date hereof shall be taken into account in determining whether a Seller Material Adverse Effect has occurred or would reasonably be expected to occur: (A) changes in general economic conditions in the United States, (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) acts of war, sabotage or terrorism (whether the commencement or escalation thereof) or pandemics or

natural disasters involving the United States, (E) changes in general political or social conditions in the United States, (F) changes in Laws affecting Seller or the Business (it being understood and agreed that this clause (F) shall not apply with respect to any representation or warranty the purpose of which is to address compliance with applicable Laws), (G) changes in GAAP affecting Seller (it being understood and agreed that this clause (G) shall not apply with respect to any representation or warranty the purpose of which is to address compliance with GAAP), (H) the failure to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period, in and of itself (it being understood and agreed that this clause (H) shall not apply with respect to any Effects giving rise or contributing to such change that are not otherwise excluded from this definition of "Seller Material Adverse Effect" or with respect to the underlying cause of such failure, unless such cause would otherwise be excepted by clauses (A) through (G) or clauses (I) through (M) of this definition), (I) the announcement of this Agreement or the transactions contemplated hereby in accordance with the terms hereof (it being understood and agreed that this clause (I) shall not apply with respect to any representation or warranty the purpose of which is to address the consequences of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the performance of obligations hereunder), (J) the commencement of the Chapter 11 Case, (K) the sale process of the Business to the extent in accordance with the terms of the Bidding Procedures Order, (L) any objections in the Bankruptcy Court to (x) this Agreement or any of the transactions contemplated hereby, (y) the Bidding Procedures Order, or (z) the assumption or rejection of any Assigned Contract otherwise in compliance with this Agreement; or (M) any order of the Bankruptcy Court entered in compliance with this Agreement, except in the cases of clauses (A) through (G), to the extent such Effect has a disproportionate effect on the Business, taken as a whole, relative to other participants in the industry in which Seller and its Subsidiaries operate the Business; or (ii) Seller's ability to perform its obligations or consummate the transactions contemplated by this Agreement in accordance with the terms and subject to the conditions hereof and on or before the End Date.

"**Specified Individual**" has the meaning set forth in Section 7.04(a).

"**STAAR Studies**" means the clinical studies: (a) titled "A Phase I/II, Multicenter, Open-Label, Single-Dose, Dose-Ranging Study to Assess the Safety and Tolerability of ST-920, an AAV2/6 Human Alpha Galactosidase A Gene Therapy, in Subjects With Fabry Disease (STAAR))," coded as ST-920-201 with ClinicalTrials.gov ID NCT04046224; and (b) titled "Long-Term Follow-up of Fabry Disease Subjects Who Were Treated With ST-920, an AAV2/6 Human Alpha Galactosidase A Gene Therapy," coded as ST-920-LT01, with ClinicalTrials.gov ID NCT05039866, in each case of (a) and (b), without further patient enrollment or amendment to the protocol as it exists as of the date hereof.

"**Stalking Horse APA Disclosure Schedules**" means the disclosure schedules to that certain Asset Purchase Agreement by and between Astellas Gene Therapies, Inc. and Sangamo Therapeutics, Inc., dated as of June 22, 2026, which disclosure schedule was delivered by Sangamo Therapeutics, Inc. to Astellas Gene Therapies, Inc. concurrently with the execution and delivery of the aforementioned Asset Purchase Agreement.

"**Stalking Horse APA Sale Order**" means that certain Astellas Sale Order filed at Docket No. 13-5 in the Chapter 11 Case.

"**Subsidiary**" means, with respect to any Person, any other Person of which such Person or any of its Subsidiaries (i) is a general partner or holds a majority of the voting interests of a partnership or (ii) holds securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other corporate bodies performing similar functions (or, if there are no such ownership interests having ordinary voting power, 50% or more of the equity interests) which are at any time, directly or indirectly, owned or controlled by such Person.

"**Successful Bidder**" has the meaning set forth in the Bidding Procedures.

"**Tax**" means any federal, state, local, foreign or supranational income, gains, alternative or add-on minimum tax, base erosion and anti-abuse, minimum, diverted profits, gross income, withholding, estimated, gross receipts, sales, use, *ad valorem*, value added, goods and services, transfer, franchise, fringe benefit, capital stock, profits, license, registration, payroll, social security (or equivalent) or any other applicable social contribution, employment, unemployment, workers' compensation, disability, excise, severance, stamp, occupation, premium, property (real, tangible or intangible), commercial rent, financial transaction, stamp, stamp duty, environmental, windfall profit, unclaimed property and other tax of any kind, any customs duties, escheat obligations and any other fees, contributions, governmental charges, levies, excises, duties or assessments of any kind whatsoever in the nature of a tax, together with any interest, penalty, inflation linkage or addition thereto imposed by applicable Law.

"**Tax Law**" means all applicable Laws relating to or regulating the assessment, determination, reporting, collection or imposition of Taxes.

"**Tax Return**" means any report, return, declaration, statement, information return, claim for refund, declaration of estimated payments, voucher or other document, together with any schedule and attachment thereto and any amendment thereof, filed or required to be filed with any Taxing Authority in connection with Taxes, including the determination, assessment, reporting, withholding, collection or payment of any Taxes.

"**Taxing Authority**" means any Governmental Authority having jurisdiction over or responsibility for the assessment, determination, collection or administration of Taxes or Tax Law.

"**Third Party**" means any Person, including as defined in Section 13(d) of the Exchange Act, other than Buyer or any of its Affiliates.

"**Trade Secrets**" means trade secrets, proprietary information, and all other confidential know-how and confidential information and rights in any jurisdiction (domestic and foreign), including confidential recipes, ideas, formulae, formulations, compositions, specifications, techniques, assays, specifications, data, results, methods, processes, protocols, schematics, prototypes, models, designs, customer lists and supplier lists.

"**Trademarks**" means trademarks, service marks, trade names, service names, business marks, brand names, certification marks, trade dress, logos, slogans, social media identifiers and handles, corporate names, trade styles, domain names and other indications of origin, whether registered or unregistered, together with all common law rights, statutory rights and other rights arising under the Laws of any jurisdiction, the goodwill associated with the foregoing and

registrations in any jurisdiction of, and applications (including intent-to-use applications) in any jurisdiction to register, the foregoing, including any extension, modification or renewal of any such registration or application.

"**Transfer Taxes**" has the meaning set forth in Section 2.10(b).

"**Transition Services Agreement**" means the transition services agreement in respect of the services (including the term and rates) described in Exhibit D, in form and substance reasonably acceptable to Buyer.

"**US BLA**" means a biologics license application as defined in section 351 of the Public Health Service Act (PHSA) (41 USC § 262) and 21 C.F.R. Part 601.

"**WARN Act**" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to advance notice or consent requirements in advance of plant closings, mass layoffs and employment losses.

Section 1.02 Other Definitional and Interpretative Provisions. The words "hereof," "herein" and "hereunder" and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits, Annexes and Schedules are to Articles, Sections, Exhibits, Annexes and Schedules of this Agreement unless otherwise specified. All Exhibits, Annexes and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, Annex or Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation," whether or not they are in fact followed by those words or words of like import. "Writing," "written" and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. "Extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if." References to any applicable Law shall be deemed to refer to such applicable Law as amended from time to time and to any rules, regulations or interpretations promulgated thereunder. References to any Contract are to that Contract as amended, modified, supplemented, extended or renewed from time to time in accordance with the terms hereof and thereof; provided that with respect to any Contract listed on the Disclosure Schedules, all such amendments, modifications, supplements, extensions and renewals must also be listed in the appropriate Section thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. The terms "ordinary course" or "ordinary course of business" or words of similar import when used in this Agreement mean "ordinary course of business consistent with past practice". The word "or" is used in the inclusive sense of "and/or." References to "law," "laws" or to a particular statute or law shall be deemed also to include any applicable Law. References to "foreign" or words of similar import shall be deemed to refer to any jurisdictions outside the United States. Unless otherwise specifically indicated, all references to "dollars" and

"$" will be deemed references to the lawful currency of the United States of America. Unless otherwise specified, the words "made available to Buyer" or "provided to Buyer" mean the documents that were, as of at least two Business Days prior to the date hereof, (a) posted to the data room maintained by Seller or its Representatives in connection with the transactions contemplated by this Agreement (provided that Buyer or its Representatives had access to such documents in such data room and such documents were not removed from such data room prior to the date hereof), (b) otherwise provided to Buyer or its Representatives in response to a diligence request from Buyer or its Representatives or (c) included as an exhibit to Seller's documents that were filed by Seller with the U.S. Securities and Exchange Commission on or after January 1, 2024.

ARTICLE II
PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the entry of the Sale Order and upon terms and conditions set forth herein and the Sale Order, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, or cause to be sold, assigned, transferred, conveyed and delivered to Buyer, and Buyer shall purchase from Seller or its applicable Subsidiary, free and clear of any Liens other than Permitted Liens, all of Seller's and its Subsidiaries' right, title and interest in, to and under all of the following assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible, wherever located and whether now existing or hereafter acquired (other than the Excluded Assets), which primarily relate to, or are primarily used or primarily held for use in connection with, the Business (collectively, the "**Purchased Assets**"):

(a) the Company Products;

(b) all Intellectual Property Assets;

(c) subject to Section 2.05, all Contracts set forth on Section 2.01(c) of the Disclosure Schedules (including Intellectual Property Agreements), and in connection with which an order has been entered by the Bankruptcy Court (which may be the Sale Order), authorizing the assumption and assignment of such Contracts by Buyer (the "**Assigned Contracts**");

(d) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories primarily related to the Business or any Purchased Asset, including all inventory of the Company Products ("**Inventory**");

(e) all laboratory equipment, devices, machinery and tools primarily related to, primarily used in or primarily held for use by the Business or any Purchased Asset;

(f) all Permits related to the Business which are held by Seller or any of its Subsidiaries and all of Seller's and its Subsidiaries' pending applications for Permits related to the Business and the STAAR Studies, including all Permits and other applications for Permits related to the Business as currently conducted or to the ownership and use of the other Purchased Assets;

(g) the IT Assets;

(h) all rights to any Actions of any nature available to or being pursued by Seller or any of its Subsidiaries to the extent related to the Business, any Purchased Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, including Avoidance Action Claims, all other claims, counterclaims, defenses, credits, rebates (including any vendor or supplier rebates), demands, allowances, refunds, rights of set off, rights under or with respect to express or implied guarantees, warranties, representations, covenants, indemnities, exculpation, advancement, reimbursement of expenses or contract renewal rights and other similar rights, in each case, whether direct or derivative, known or unknown, liquidated or unliquidated, contingent or otherwise, relating to or arising against counterparties to any Assigned Contract or related to the Business, other than the rights to Actions specifically set forth on Section 2.02(d) of the Disclosure Schedules;

(i) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums and fees to the extent related to the Business or any Purchased Asset including any such item relating to the payment of Taxes;

(j) all of Seller's and its Subsidiaries' rights under warranties, indemnities and all similar rights against Third Parties to the extent related to any Purchased Asset;

(k) all insurance benefits, including rights and proceeds, to the extent arising from or relating to the Business or any of the Purchased Assets or the Assumed Liabilities; provided, however, any insurance policies for D&O or other fiduciary coverage shall be Excluded Assets;

(l) originals, or where not available, copies, of all books and records, to the extent related to the Company Products or Business, including (i) books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, personnel files (except for such files the disclosure of which would violate applicable Law), lists of prospective customers, vendors and suppliers, purchase orders and invoices, production data, quality control records and procedures, patient complaints and inquiry files, research and development files, product development and stability records; (ii) Product Data and Records; (iii) the Regulatory Documentation; (iv) strategic plans, internal financial statements, marketing and promotional surveys, material and research and files, (v) all files relating to the filing, prosecution, issuance, maintenance, enforcement or defense of any Intellectual Property Assets (including attorney-client privileged materials); (vi) records, files (including data files) and documents evidencing any Intellectual Property Assets; and (vii) documentation covering, containing, describing, memorializing or otherwise pertaining to or used for any exploitation activity in connection with any Company Product, in all forms, including in paper or electronically stored formats, in which they are stored or maintained, and all data and information included or referenced therein ("**Books and Records**"); and

(m) all goodwill associated with the Business or any Purchased Asset, including the Intellectual Property Assets.

Section 2.02 Excluded Assets. Notwithstanding any provision of this Agreement to the contrary, Buyer shall acquire no right, title, or interest in, to or under the following assets, properties, rights, interests, or claims in any assets, properties, rights, interests or claims of any kind or description of Seller or any of its Subsidiaries that are not Purchased Assets (collectively, the "**Excluded Assets**"), including:

(a) assets, properties, rights, interests or claims of any kind or description of Seller or any of its Subsidiaries that are primarily related to the Excluded Business;

(b) Contracts, including Intellectual Property Agreements, that are not Assigned Contracts (the "**Excluded Contracts**");

(c) the corporate seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate organization of Seller or any of its Subsidiaries;

(d) the assets, properties and rights specifically set forth on Section 2.02(d) of the Disclosure Schedules;

(e) all equity and other ownership interests in Seller and any of its Subsidiaries;

(f) all Tax assets of Seller and its Subsidiaries, including any net operating loss carryforwards, Tax credits, Tax refunds, and similar attributes (and any foreign equivalents thereof); and

(g) the rights which accrue or will accrue to Seller or any of its Subsidiaries under this Agreement and the Ancillary Documents.

Section 2.03 Assumed Liabilities. Subject to the entry of the Sale Order and upon the terms and conditions set forth herein and the Sale Order, Buyer shall assume and agree to pay, perform and discharge only the following Liabilities of Seller or its applicable Subsidiary (collectively, the "**Assumed Liabilities**"), and no other Liabilities:

(a) all Liabilities from the ownership or operation of the Purchased Assets by Buyer solely to the extent such Liabilities arise after the Closing and relate solely to such post-Closing operations by Buyer (which shall exclude, for the avoidance of doubt, Cure Costs);

(b) all Liabilities in respect of the Assigned Contracts but solely to the extent that such Liabilities thereunder arise after the Closing and relate solely to such post-Closing operations by Buyer (which shall exclude, for the avoidance of doubt, Cure Costs), and do not relate to any breach, default or violation by Seller or any of its Subsidiaries on or prior to the Closing; and

(c) all Liabilities for (i) 50% of any Transfer Taxes and (ii) Taxes arising out of, in respect of or relating to the Business or the Purchased Assets for all Post-Closing Tax Periods.

Section 2.04 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Seller expressly acknowledges and agrees that Buyer will not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of Seller or any of its Subsidiaries, whether existing on the Closing Date or arising thereafter, including on the basis of any Law imposing successor liability, other than the Assumed Liabilities and the obligations of Buyer under this Agreement (all such Liabilities that Buyer are not assuming being referred to collectively as the "**Excluded Liabilities**"). Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following:

(a) any Liabilities to the extent relating to or arising out of the Excluded Assets;

(b) any Liabilities under the Excluded Contracts or any other Contracts, including Intellectual Property Agreements, (i) which are not validly and effectively assigned to Buyer pursuant to this Agreement; or (ii) to the extent such Liabilities arise out of or relate to a breach by Seller or any of its Subsidiaries of such Contracts prior to Closing;

(c) all Liabilities with respect to the Purchased Assets and Assigned Contracts that arose or were required to be performed prior to the Closing Date, including Cure Costs;

(d) any Liabilities of Seller or any of its ERISA Affiliates with respect to any present or former employees, officers, directors, retirees, independent contractors or consultants of Seller or any of its ERISA Affiliates, including any Liabilities associated with any claims for wages or other compensation, benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments;

(e) any Liabilities with respect to any Employee Plan, including with respect to any obligations to provide continued coverage under COBRA in connection with prior participation in any Employee Plan;

(f) any Liabilities to indemnify, reimburse or advance amounts to any present or former officer, director, employee, independent contractor, consultant, or agent of Seller or any of its Subsidiaries (including with respect to any breach of fiduciary obligations by same);

(g) any Liabilities associated with debt, loans or credit facilities of Seller or any of its Subsidiaries, the Business or the Purchased Assets owing to financial institutions;

(h) any accounts payable of Seller or any of its Subsidiaries (i) which constitute intercompany payables owing to Affiliates of Seller or any of its Subsidiaries or any third parties other than those arising under the Assigned Contracts; (ii) which constitute debt, loans or credit facilities to financial institutions; or (iii) which did not arise in the ordinary course of business;

(i) any Liability for (i) Taxes of Seller or any of its Subsidiaries (or any stockholder or Affiliate of Seller), including any Taxes that arise out of the consummation of the transactions contemplated hereby imposed by applicable Tax Law on Seller or any

of its Subsidiaries, (ii) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any Pre-Closing Tax Period; (iii) 50% of any Transfer Taxes; and (iv) other Taxes of Seller or any of its Subsidiaries (or any stockholder or Affiliate of Seller) of any kind or description (including any Liability for Taxes of Seller or any of its Subsidiaries (or any stockholder or Affiliate of Seller) that become Liabilities of Buyer under any common law doctrine of de facto merger or transferee or successor liability or otherwise by operation of contract or Law);

(j) any Liabilities in respect of any pending or threatened Action arising out of, relating to or otherwise in respect of the operation of the Business or the Purchased Assets to the extent such Action relates to Seller or its Subsidiaries' operation of the Business prior to the Closing Date;

(k) any Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order; and

(l) any obligations or Liabilities arising out of, in respect of or in connection with any DIP Order.

Section 2.05 Assignment of Contracts; Cure Costs

(a) Section 2.01(c) of the Disclosure Schedules sets forth a list of all Contracts to which Seller or a Subsidiary thereof is a party and which are to be included in the Assigned Contracts. Seller shall make such deletions to Section 2.01(c) of the Disclosure Schedules as Buyer shall, in its sole discretion, request in writing at any time up to the date that is two Business Days prior to the Closing Date. Any such deleted Contract shall be deemed to no longer be an Assigned Contract. Seller shall add any Contracts to Section 2.01(c) of the Disclosure Schedules as Buyer shall, in its sole discretion, request in writing at any time up to the date that is two Business Days prior to the effective date of any Chapter 11 plan; provided that the counterparty to such Contract is provided notice and an opportunity to object to such assumption and assignment in accordance with the Bidding Procedures Order or any other relevant order of the Bankruptcy Court.

(b) Subject to Section 2.05(a) and Section 2.05(e), any Contract of Seller or any of its Subsidiaries that is not listed on Section 2.01(c) of the Disclosure Schedules shall not be considered an Assigned Contract and shall be deemed an Excluded Contract. Buyer and Seller acknowledge and agree that there shall be no reduction or increase in the Purchase Price if Buyer elects to add or delete any Contracts from Section 2.01(c) of the Disclosure Schedules.

(c) Seller shall provide timely and proper written notice of a proposed Sale Order to all parties to any executory Contracts to which Seller or any of its Subsidiaries is a party that are related to the Business and take all actions required to assume and assign the Assigned Contracts to Buyer, including using commercially reasonable efforts to facilitate any negotiations with the counterparties to such Contracts and to obtain a finding under the Sale Order that the proposed assumption and assignment of the Assigned

Contracts to Buyer satisfy all applicable requirements of Section 365 of the Bankruptcy Code.

(d) At the Closing, (i) Seller shall, pursuant to the Sale Order and the Assignment and Assumption Agreement(s), as applicable, assign (or cause to be assigned) to Buyer (the consideration for which is included in the Purchase Price) each of the Assigned Contracts that is capable of being assigned under applicable Law and (ii) Buyer shall assume and discharge the Assumed Liabilities (if any) under the Assigned Contracts, pursuant to the Assignment and Assumption Agreement(s).

(e) If prior to or following Closing, it is discovered that a Contract should have been listed in Section 4.07 of the Disclosure Schedules but was not so listed (any such Contract, a "**Previously Omitted Contract**"), Seller shall, promptly (but in no event later than two Business Days following the discovery thereof) notify Buyer in writing of such Previously Omitted Contract. Buyer shall deliver written notice to Seller promptly thereafter, designating such Previously Omitted Contract as "Assigned" or "Excluded" (a "**Previously Omitted Contract Designation**"). A Previously Omitted Contract designated as "Excluded," or with respect to which Buyer fails to deliver a Previously Omitted Contract Designation, shall be an Excluded Contract. If Buyer designates a Previously Omitted Contract as "Assigned", Section 2.01(c) of the Disclosure Schedules shall be amended to include such Previously Omitted Contract and Seller shall serve a notice (the "**Previously Omitted Contract Notice**") on the counterparties to such Previously Omitted Contract notifying such counterparties of Seller's intention to assign and Buyer's intention to assume such Previously Omitted Contract in accordance with this Agreement. The Previously Omitted Contract Notice shall provide the counterparties to such Previously Omitted Contract with ten Business Days to object, in writing to Seller and Buyer, to the assumption of their Contract. If the counterparties, Seller and Buyer are unable to reach a consensual resolution with respect to the objection, Seller will seek an expedited hearing before the Bankruptcy Court to approve the assumption. If no objection is timely served on Seller and Buyer, Seller shall obtain an order of the Bankruptcy Court approving the assumption of the Previously Omitted Contract. Seller and Buyer shall execute, acknowledge and deliver such other instruments and take commercially reasonable efforts as are reasonably practicable for Buyer to assume the rights and obligations under such Previously Omitted Contract.

(f) Seller shall give written notice to Buyer prior to the submission by Seller of any motion in the Chapter 11 Case to reject any Contract used or held for use in the Business and provide Buyer with an opportunity to designate such Contract as either an Assigned Contract or Excluded Contract; provided that in no event will Seller reject or seek to reject any Contract used or held for use in the Business prior to the date that is five Business Days prior to the anticipated Closing Date unless prior written approval has been obtained from Buyer.

(g) Seller shall be responsible for payment of all Cure Costs, if any, necessary to cure all defaults under the Assigned Contracts in connection with the assumption and assignment thereof to Buyer pursuant to Section 365 of the Bankruptcy Code.

(h) In the event of any objection by a counterparty to an Assigned Contract to (i) the Cure Costs asserted by Seller, (ii) the adequate assurance of future performance to be provided by Buyer, or (iii) any other aspect of the proposed assumption and assignment of such Assigned Contract (each, a "**Cure/Assumption Objection**"), Seller shall use reasonable best efforts to resolve any such Cure/Assumption Objection (with the prior written consent of Buyer, not to be unreasonably withheld); provided that Buyer shall reasonably cooperate with Seller in connection with any objection relating to adequate assurance of future performance. In no event shall Seller settle any Cure/Assumption Objection without the express prior written consent of Buyer. Seller shall litigate before the Bankruptcy Court any Cure/Assumption Objection that cannot be settled with the prior written consent of Buyer and shall request that the Bankruptcy Court hear and determine such objection on an expedited basis.

(i) Except with respect to any Assigned Contracts to which any party set forth on Schedule 2.05(i) or an Affiliate thereof (such Persons set forth on Schedule 2.05(i) and its Affiliates, the "**Essential Counterparties**") is party, if any Cure/Assumption Objection with respect to an Assigned Contract has not been resolved prior to the Closing (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty), (i) Buyer may, in its sole discretion, by written notice to Seller, elect to remove such Assigned Contract from Schedule 2.01(c) of the Disclosure Schedules, in which case such Contract shall be an Excluded Contract for all purposes of this Agreement and no Liabilities arising thereunder shall be assumed or borne by Buyer, or (ii) Buyer may elect to temporarily treat such Contract as a "**Designated Contract**" and proceed to Closing without any modification to Purchase Price, without the assignment of such Designated Contract, and determine within seven Business Days after resolution of such objection (whether by order of the Bankruptcy Court or by agreement with the applicable counterparty) whether to treat such Designated Contract as an Assigned Contract or an Excluded Contract. Upon resolution of any Cure/Assumption Objection following the Closing, Seller shall promptly assume and assign such Contract to Buyer in accordance with Section 365 of the Bankruptcy Code.

Section 2.06 Assignment of Assets.

(a) Except as otherwise provided in Section 2.05, notwithstanding anything in this Agreement to the contrary, at any time prior to the date that is five Business Days prior to the anticipated Closing Date, Buyer may, in its sole discretion by written notice to Seller, designate any of the Purchased Assets as additional Excluded Assets, which notice shall set forth in reasonable detail the Purchased Assets so designated. Buyer and Seller acknowledge and agree that there shall be no reduction in the Purchase Price if Buyer elects to designate any Purchased Assets as Excluded Assets. Notwithstanding any other provision hereof, the Liabilities of Seller or any of its Subsidiaries under or related to any Purchased Asset excluded under this paragraph will constitute Excluded Liabilities.

(b) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Purchased Asset (including any Assigned Contract) if (i) (A) prohibited by applicable Law, (B) an attempted assignment or transfer thereof would

reasonably likely subject Buyer, its Affiliates or any of their respective Representatives to civil or criminal Liability or (C) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any Third Party thereto (each such action, a "**Necessary Consent**"), would constitute a breach, default or violation thereof or of any Law or in any way adversely affect the rights of Buyer thereunder or (ii) the Bankruptcy Court has not entered an order approving such assignment or transfer. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and Seller and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Purchased Asset (including any Assigned Contract) or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Buyer as Buyer may reasonably request. If such Necessary Consent is not obtained, or if an attempted assignment or transfer thereof would give rise to any of the circumstances described in clauses (i) or (ii) of the first sentence of this section, be ineffective or would adversely affect the rights of Buyer to such Purchased Asset following the Closing, (x) Seller and Buyer will, and will cause their respective Affiliates to, (1) use commercially reasonable efforts (including cooperating with one another to obtain such Necessary Consents, to the extent feasible) as may be necessary so that Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, (2) complete any such assignments or transfers as soon as reasonably practicable, and (3) upon receipt of any applicable Necessary Consents, to transfer or assign the applicable Purchased Asset to Buyer, and (y) Seller will, and will cause its respective Affiliates to, cooperate with Buyer in good faith without further consideration in any arrangement reasonably acceptable to Buyer and Seller intended to provide Buyer with the benefit of any such Purchased Assets.

Section 2.07 Further Conveyances and Assumptions. From time to time following the Closing, Seller and Buyer will, and will cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and their successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to Seller and its Affiliates and their respective successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Buyer under this Agreement, and to otherwise make effective the transactions contemplated herein; provided that nothing in this section will require Buyer or any of its Affiliates to assume any Liabilities other than the Assumed Liabilities.

Section 2.08 Purchase Price. The purchase price for the Purchased Assets shall be the aggregate of (i) $111,000,000 (the "**Closing Consideration**") and (ii) in the manner and at the time and subject to the terms and conditions set forth in Section 2.09, the Milestone Payments (together with the Closing Consideration, the "**Purchase Price**"), plus the assumption of the Assumed Liabilities; provided, however, Buyer reserves the right, in its sole discretion, to increase the Purchase Price (or any component thereof), subject to the Bidding Procedures Order and applicable Law. The Closing Consideration shall be paid as provided in Section 3.02(b)(i). The Milestone Payment shall be paid as provided in Section 2.09.

Section 2.09 Milestone Payment.

(a) Buyer shall notify Seller in writing within fifteen Business Days following the achievement of a Milestone Event. If the Accelerated Milestone Event is achieved, Buyer will make a one-time, non-refundable payment of $80,000,000 to Seller (the "**Accelerated Milestone Payment**"), no later than twenty Business Days after Buyer's notice of the achievement of the Accelerated Milestone Event. If the Full Milestone Event is achieved, Buyer will make a one-time, non-refundable payment of $20,000,000 to Seller (the "**Full Milestone Payment**"), no later than twenty Business Days after Buyer's notice of the achievement of the Full Milestone Event. If the Full Milestone Event is achieved and the Accelerated Milestone Event was not achieved prior to the achievement of the Full Milestone Event, Buyer will make both the Accelerated Milestone Payment and the Full Milestone Payment to Seller no later than twenty Business Days after Buyer's notice of the achievement of the Full Milestone Event. For the avoidance of doubt, the aggregate amount payable by Buyer to Seller pursuant to this Section 2.09(a) shall not exceed $100,000,000.

(b) Seller and Buyer acknowledge and agree that, except as set forth in Section 2.09(c): (i) Buyer shall have the right to own, develop, operate and maintain the Business as Buyer deems appropriate, in its sole discretion, (ii) Buyer shall use commercially reasonable efforts to achieve the Milestone Events, (iii) Buyer does not have any obligation to conduct any additional pre-approval or post-approval clinical trial beyond the STAAR Studies, (iv) Buyer does not owe any duty, as a fiduciary or otherwise, to Seller in connection with its management of the Business following the Closing, (v) there is no assurance Seller will receive any Milestone Payment, (vi) Buyer shall have the right to manage, hire and terminate the employment or engagement of any service provider as Buyer deems appropriate in its sole discretion in the Business, (vii) (A) Buyer has not, prior to, at or after the date hereof, promised any amounts to be received by Seller in respect of any Milestone Payment except upon the achievement of any Milestone Event, and (B) Buyer has not made, and Seller is not relying on or has not relied on, any representation or warranty of any kind or other information, documents or materials (or absence thereof) in respect of any Milestone Payment, including with respect to the management of the Business following the Closing and (viii) the Parties intend the express provisions of this Section 2.09 to govern their contractual relationship with respect to any Milestone Payment and to supersede any standard of effort or implied covenant that might otherwise be imposed by applicable Law, any Governmental Authority or otherwise. The Parties hereby expressly disclaim any extra-contractual covenants, obligations or undertakings with respect to any Milestone Payment (including, for the avoidance of doubt, any claims of fraud) and agree that the sole obligations of the Parties with respect to any Milestone Payment shall be as set forth in this Agreement.

(c) Notwithstanding Section 2.09(b) above, following the achievement of the Accelerated Milestone Event, Buyer shall not delay the submission of an application to the FDA for full approval of a US BLA for the Company Product in bad faith and with the primary purpose of avoiding the Full Milestone Payment.

(d) Any right to receive any Milestone Payment is solely a contractual right and shall not be a security for purposes of any federal or state securities Law. The right to receive any Milestone Payment: (i) does not give any dividend rights, voting rights,

liquidation rights, preemptive rights or other rights to Seller; (ii) shall not be evidenced by a certificate or other instrument; (iii) shall not accrue or pay interest on any portion thereof; and (iv) does not represent any right other than the right to receive the consideration set forth in this Agreement.

(e) Any right to receive any Milestone Payment, together with the associated rights to enforce Buyer's obligations with respect to the Milestone Payments (including as set forth in Section 2.09(b)(ii)), shall be fully and freely assignable and transferrable at the discretion of the Seller or any successor to the Seller.

(f) Seller, any Successor to the Seller and any subsequent assignee or transferee of the right to receive any Milestone Payment shall provide advance written notice to Buyer of any assignment or transfer by such Person of the right to receive any Milestone Payment, with the details thereof to be confirmed to Buyer in writing promptly following the completion of such assignment or transfer. Notwithstanding anything to the contrary in this Agreement, the assignment or transfer of the right to receive any Milestone Payment shall be subject in all respects to the requirements of Section 2.09(d).

Section 2.10 Certain Tax Matters.

(a) Buyer shall be entitled to deduct and withhold from the Closing Consideration and any Milestone Payment all Taxes that Buyer is required to deduct and withhold under any provision of Tax Law. All such withheld amounts remitted to the applicable Taxing Authority shall be treated as delivered to Seller hereunder.

(b) Any sales, use, gross-receipts, excise, value-added, property transfer or gains, real estate or land transfer or gains, documentary, stamp, registration, recording, filing, goods and services or other similar Taxes which may be payable by reason of the sale or purchase of the Purchased Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby (collectively "**Transfer Taxes**") and that are not exempt under the Bankruptcy Code shall be borne 50% by Seller and 50% by Buyer. Seller shall, at its own expense, timely file any Tax Return or other document required to be filed with respect to any Transfer Tax and timely pay any amount of Transfer Tax (whether or not shown on a Tax Return) required to be paid to any Taxing Authority, and Buyer shall join in the execution of any such Tax Return if required by Law and upon receipt of a written notice from Seller reimburse Seller for the portion of any amount of Transfer Tax for which Buyer is responsible hereunder. If, contrary to the preceding sentence, with respect to any Transfer Tax Buyer is required by Law to file a Tax Return, Buyer shall file such Tax Return and, if any amount of Transfer Tax is due to be paid in respect thereof, notify Seller of the amount of the Transfer Tax shown to be due on such Tax Return for which Seller is responsible hereunder, and Seller shall reimburse Buyer for such amount. Payments pursuant to this Section 2.10(b) shall be made by the paying Party to the payee Party by wire transfer of immediately available funds within ten days of receipt of notice from the payee Party to an account or accounts designated by the payee Party.

(c) All personal property and similar *ad valorem* Taxes, if any, levied with respect to the Purchased Assets for a taxable period which includes (but does not end on)

the Closing Date (collectively, the "**Apportioned Taxes**") shall be apportioned between Seller and Buyer based on the number of days of such taxable period ending on and including the Closing Date (such portion of such taxable period, the "**Pre-Closing Tax Period**") and the number of days of such taxable period after the Closing Date (such portion of such taxable period, the "**Post-Closing Tax Period**"). Seller shall be responsible for the proportionate amount of such Apportioned Taxes that is attributable to the Pre-Closing Tax Period and such amount shall be an Excluded Liability, and Buyer shall be responsible for the proportionate amount of such Apportioned Taxes that is attributable to the Post-Closing Tax Period and such amount shall be an Assumed Liability. Any Apportioned Taxes shall be timely paid, and all applicable Tax Returns shall be timely filed, as provided by applicable Law. The paying party (or parties, as applicable) shall be entitled to reimbursement from the non-paying party (or parties, as applicable) for the non-paying party's (or parties', as applicable) portion of the Apportioned Taxes in accordance with this section. Upon payment of any such Apportioned Taxes, the paying party (or parties, as applicable) shall present a statement to the non-paying party (or parties, as applicable) setting forth the amount of reimbursement to which the paying party (or parties, as applicable) is entitled under this section, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed. The non-paying party (or parties, as applicable) shall make such reimbursement by wire transfer in immediately available funds within ten days of receipt of such statement to an account designated by the paying party (or parties, as applicable).

(d) Buyer and Seller agree to provide each other with such information and assistance as is reasonably necessary and is reasonably requested by the other Party, including access to records, Tax Returns and personnel, for the preparation and filing of any Tax Returns or for the defense of any Tax claim or assessment, whether in connection with a Tax proceeding or otherwise.

Section 2.11 Non-Exclusive License to Seller under certain Intellectual Property Assets. Upon Closing, Buyer shall (and hereby does, effective upon Closing) grant to Seller a non-exclusive, worldwide, perpetual, irrevocable, transferable, sublicensable (through multiple tiers), royalty free and fully paid license under the Intellectual Property Assets set forth in Section 2.11 of the Disclosure Schedules to (a) research, develop, make, have made, use, sell, offer for sale, have sold, import and otherwise commercialize and exploit Seller's gene therapy product candidate for the treatment of hemophilia A known as giroctocogene fitelparvovec; and (b) research, develop, make, have made, use, sell, offer for sale, have sold, import and otherwise commercialize and exploit Seller's proprietary capsids and capsid variants (including the blood-brain barrier-penetrant capsid known as STAC-BBB) for any and all uses and purposes, including the diagnosis, prevention and treatment of any and all diseases in humans or animals.

ARTICLE III
CLOSING

Section 3.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place (i) by electronic exchange of documents and signatures (or their electronic counterparts), on the third Business Day after all of the conditions to Closing set forth in ARTICLE VIII are either

satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date, but subject to the satisfaction or waiver of such conditions), or (ii) at such other place or time or on such other date as Seller and Buyer may mutually agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "**Closing Date**."

Section 3.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) one or more duly executed bills of sale in form and substance satisfactory to Buyer (each being a "**Bill of Sale**"), transferring the tangible personal property included in the Purchased Assets to Buyer, as applicable;

(ii) one or more duly executed assignment and assumption agreements in form and substance satisfactory to Buyer (each being a "**Assignment and Assumption Agreement**"), effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) one or more duly executed assignments in form and substance satisfactory to Buyer (each being a "**Intellectual Property Assignment**"), transferring all of Seller's right, title and interest in and to the Intellectual Property Assets to Buyer;

(iv) one or more duly executed powers of attorney in form and substance satisfactory to Buyer;

(v) the Seller's Closing Certificates;

(vi) a properly completed and executed Internal Revenue Service Form W-9 of Seller certifying that Seller is a United States person within the meaning of Section 7701(a)(30) of the Code and not subject to backup withholding;

(vii) the certificates of an authorized officer of Seller required by Section 8.02(j) and Section 8.02(k);

(viii) a copy of the Sale Order as entered by the Bankruptcy Court; and

(ix) a duly executed counterpart of the Transition Services Agreement executed by Seller.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) the Closing Consideration, which shall be delivered by wire transfer of immediately available funds to the bank account designated by Seller in writing to Buyer (including wire instructions) at least three Business Days prior to the Closing;

(ii) all Assignment and Assumption Agreements duly executed by Buyer;

(iii) the Buyer's Closing Certificate; and

(iv) a duly executed counterpart of the Transition Services Agreement executed by Buyer.

(c) At the Closing, each of Seller and Buyer shall deliver such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to the other Party, as may be required to give effect to this Agreement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the correspondingly numbered Section of the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this ARTICLE IV are true and correct as of the date hereof and as of the Closing Date, subject in each case to the effects and limitations imposed by the Bankruptcy Court or the Bankruptcy Code.

Section 4.01 Organization and Qualification of Seller. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and, subject to any limitations that may be imposed on Seller as a result of filing a petition for relief under the Bankruptcy Code, has full corporate power and authority to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on the Business as currently conducted. Section 4.01 of the Disclosure Schedules sets forth each jurisdiction in which Seller is organized and licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Purchased Assets or the operation of the Business as currently conducted makes such licensing or qualification necessary.

Section 4.02 Authority of Seller. Subject to entry of the Bidding Procedures Order and Sale Order, as applicable, Seller has the requisite corporate power and authority to enter into this Agreement and the Ancillary Documents to which such Seller is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any Ancillary Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate or similar action on the part of Seller. This Agreement has been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer and the entry of the Sale Order) this Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. When each Ancillary Document to which Seller is or will be a party has been duly executed and delivered by Seller (assuming due authorization, execution and delivery by each other party thereto and the entry of the Sale Order), such Ancillary Document will constitute a legal and binding obligation of Seller enforceable against it in accordance with its terms.

Section 4.03 No Conflicts; Consents. Subject to the Sale Order having been entered, the execution and delivery by Seller of this Agreement, the performance by Seller of its obligations under this Agreement and the Ancillary Documents and the consummation by Seller of the transactions contemplated by this Agreement and the Ancillary Documents do not and will not (a) contravene, conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws or other organizational documents of Seller or any of its Subsidiaries; (b) contravene, conflict with or result in a violation or breach of any provision of any applicable Law or Governmental Order applicable to Seller or any of its Subsidiaries, the Business or the Purchased Assets; (c) except as set out in Section 4.03(c) of the Disclosure Schedules, require any consent or other action by any Person under, constitute a breach or default, or an event that, with or without notice or lapse of time or both, would constitute a breach or default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under any Contract or Permit to which Seller or any of its Subsidiaries is a party or by which Seller or any of its Subsidiaries or the Business is bound or to which any of the Purchased Assets are subject (including any Assigned Contract); or (d) result in the creation or imposition of any Lien other than Permitted Liens on the Purchased Assets, except in the case of each of clauses (b), (c) and (d), as would not be material to the Business. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Seller or any of its Subsidiaries in connection with the execution and delivery of this Agreement or any of the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, except (i) to the extent required if the Sale Order is not entered or as would not be material to the Business and (ii) as may be required to obtain clearance of this Agreement under the HSR Act.

Section 4.04 Title to Purchased 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 Purchased Assets free and clear of all Liens except for Permitted Liens. At the Closing, Buyer will be vested with good and valid title to, or in the case of leased assets, good and valid leasehold interest in, such Purchased Assets, free and clear of all Liens (except for Permitted Liens) and Excluded Liabilities, to the fullest extent permissible under Law, including Section 363(f) of the Bankruptcy Code.

Section 4.05 Assets Necessary to Business. Except as set forth in Section 4.05 of the Disclosure Schedules, the Purchased Assets constitute all of the assets, properties, licenses and Contracts necessary and sufficient to conduct the Business after the Closing in substantially the same manner as the Business has been conducted in the six (6) months prior to the Closing.

Section 4.06 Intellectual Property.

(a) Section 4.06(a) of the Disclosure Schedules contains a true, correct and complete list of (i) all Intellectual Property Registrations, specifying as to each, as applicable: (A) the owner (or the co-owners) thereof, (B) the jurisdiction (foreign and domestic) in which such item is issued or registered or in which any application for issuance or registration has been filed, (C) the respective issuance, registration, or application number of such item, and (D) the date of application and issuance or registration of such item; (ii) all unregistered Trademarks included in the Intellectual Property Assets; and (iii) all proprietary software included in the Intellectual Property

Assets. With respect to each Patent included in the Intellectual Property Assets, Section 4.06(a) of the Disclosure Schedules identifies the complete patent family, all priority claims, all continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, extensions, supplementary protection certificates, patent term adjustments and patent term extensions, and the current prosecution, maintenance, opposition, interference, derivation, post-grant review, inter partes review, reexamination or other challenge status thereof.

(b) Section 4.06(b) of the Disclosure Schedules contains a true, correct, and complete list of all Intellectual Property Agreements, including all such agreements necessary or useful for operating the Business as currently conducted, specifying for each the date, title and parties thereto. Seller has provided Buyer with true, correct and complete copies (or in the case of any oral agreements, a true, correct and complete written description) of all such Intellectual Property Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Intellectual Property Agreement is valid and binding on Seller or a Subsidiary thereof in accordance with its terms and is in full force and effect. None of Seller or any of its Subsidiaries or, to Seller's Knowledge, any other party thereto is, or is alleged to be, in breach of or default under, or has provided or received any notice of breach of, default under, or intention to terminate (including by non-renewal), any Intellectual Property Agreement.

(c) Except as set forth in Section 4.06(c)(1) of the Disclosure Schedules, Seller or a Subsidiary thereof is the sole, exclusive, legal, beneficial and record owners of all Intellectual Property Assets and hold all right, title and interest in and to all Intellectual Property Assets, free and clear of any Lien (except for Permitted Liens), covenant not to sue, option, right of first negotiation, right of first refusal, reversionary interest, march-in right, retained right, field-of-use restriction, exclusivity restriction, obligation to assign, or obligation to license. Neither Seller nor any of its Subsidiaries has any royalty obligation or milestone obligation with respect to any Intellectual Property Assets. The Intellectual Property Assets, together with the Intellectual Property Rights licensed to Seller or any of its Subsidiaries under the Intellectual Property Agreements that will be assigned to Buyer at Closing, constitutes all of the Intellectual Property Rights owned, controlled or licensed by Seller or any of its subsidiaries and that are necessary or reasonably useful for or used by Seller or any of its Subsidiaries in the conduct of the Business. There exist no restrictions or limitations, on the ownership, disclosure, use, development, enforcement, license or other exploitation or transfer of the Intellectual Property Assets. The consummation of the transactions contemplated by this Agreement will not (i) alter, encumber, impair or extinguish any rights of Seller or any of its Subsidiaries under any Intellectual Property Assets or any Intellectual Property Agreement, (ii) impair or otherwise adversely affect the right of Buyer to develop, use, sell, license or otherwise exploit, transfer or dispose of, or to bring any Action for the infringement of, any Intellectual Property Assets or, to the extent such rights thereunder are currently held by Seller or a Subsidiary thereof, any Intellectual Property Agreements or (iii) through the operation of any Contracts to which Seller or any of its Subsidiaries is a party or otherwise bound, encumber any of the Intellectual Property Assets.

(d) Neither Seller nor any of its Subsidiaries has granted, and no Person holds, any license, sublicense, covenant not to sue, immunity, release, option or other right or interest in or to any Intellectual Property Assets, with respect to, or authorized the retention of any exclusive rights in, any Intellectual Property Assets; except for non-exclusive licenses granted to service providers and vendors in the ordinary course of business in connection with the Business.

(e) No funding, facilities, equipment, materials, data, know-how, or personnel, resources or other support of any Governmental Authority or any university, college, hospital, academic medical center, research institute, nonprofit institution or other educational or research institution has been or is being used, directly or indirectly to conceive, discover, reduce to practice, develop, test, manufacture, analyze, validate or otherwise create, in whole or in part, any Intellectual Property Assets, except for use of facilities or personnel that (i) does not result in such Governmental Authority or educational institution obtaining ownership of, or use rights to, such Intellectual Property Assets, and (ii) does not require or otherwise obligate Seller or any of its Subsidiaries to grant or offer to any such Governmental Authority or educational institution any license or other right to such Intellectual Property Assets. No current or former Employee or Independent Contractor who contributed to the creation or development of the Intellectual Property Assets has performed services for a Governmental Authority or any university, college, research institute or other educational institution related to the Business as presently conducted during a period of time during which such Employee or Independent Contractor was also performing services for Seller or any of its Subsidiaries. No Intellectual Property Asset is a 'subject invention' under the Bayh-Dole Act or similar applicable Law, and no Governmental Authority, university, college, hospital, academic medical center, research institute, nonprofit institution or other educational or research institution has or may have any ownership right, license, march-in right, manufacturing requirement, preference right, consent right, approval right, royalty right, revenue-sharing right or other right or interest in or to any Intellectual Property Asset. No Intellectual Property Asset, biological material, data, know-how or Trade Secret is subject to any publication, data-sharing, material-sharing, deposit, access, non-commercial-use, research-use, academic-use or similar obligation that would restrict or impair Buyer's ownership, use, development, manufacture, commercialization, enforcement, prosecution, maintenance, transfer or other exploitation thereof.

(f) Neither the execution, delivery or performance of this Agreement, nor the consummation of the transactions contemplated hereunder, will result in the loss, modification, impairment, acceleration, of or payment of any additional amounts with respect to, grant of any rights to any Person in respect of, nor require the consent, waiver, notice or other authorization of any other Person in respect of, Buyer's right to own, transfer or use or otherwise exploit any Intellectual Property Assets or any Intellectual Property Rights subject to any Intellectual Property Agreement.

(g) All of the Intellectual Property Assets are subsisting, and, to Seller's Knowledge, valid and enforceable. Except as set forth in Section 4.06(g)(1) of the Disclosure Schedules, all inventors of each Patent included in the Intellectual Property Assets have been correctly identified in accordance with applicable Law, all assignments

necessary to vest sole and exclusive ownership in Seller or a Subsidiary thereof have been duly executed and recorded with the applicable Governmental Authority, and no Person has asserted or has any basis to assert any inventorship, authorship, ownership or compensation claim with respect to any Intellectual Property Asset. Seller and its Subsidiaries have taken all reasonable steps to maintain and enforce the Intellectual Property Assets and to preserve the confidentiality of all Trade Secrets included in the Intellectual Property Assets, including by requiring all Persons having access thereto to execute binding, written non-disclosure agreements. All necessary registration, maintenance, and renewal fees due in connection with the prosecution and maintenance of the Intellectual Property Registrations have been timely paid, and all Intellectual Property Registrations are otherwise in good standing. Seller has provided Buyer with true, correct and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all Intellectual Property Registrations. No Intellectual Property Registration is or has been subject to any interference, derivation proceeding, opposition, reissue, reexamination, post-grant review, inter partes review, nullity proceeding, cancellation proceeding or other Action challenging scope, ownership, inventorship, patentability, validity or enforceability. All necessary documents, recordations, and certificates in connection with the Intellectual Property Registrations have been filed with the relevant Patent, Copyright, Trademark or other authorities in the United States or foreign jurisdictions, as the case may be, for the purposes of maintaining the Intellectual Property Registrations registered in such jurisdictions. Except as set forth on Section 4.06(g)(2) of the Disclosure Schedules, there are no actions that must be taken by Seller or any of its Subsidiaries within 60 days of the Closing Date that, if not taken, will result in the loss of any of the Intellectual Property Registrations, including the payment of any registration, maintenance, or renewal fees or the filing of any responses to U.S. Patent and Trademark Office (or equivalent authority) actions, documents, applications or certificates for the purposes of obtaining, maintaining, perfecting or preserving or renewing any of the Intellectual Property Registrations. There has been no publication, presentation, poster, abstract, clinical trial disclosure, regulatory submission, offer for sale, sale, public use, disclosure, transfer or other act or omission by Seller, its Subsidiaries or, to Seller's Knowledge, any of their respective Representatives that has impaired or would reasonably be expected to impair the patentability, validity, enforceability, scope, ownership or value of any Intellectual Property Asset.

(h) To Seller's Knowledge (and determined taking into consideration any safe harbor, research exemption, government or executive declaration of urgent public health need, or similar right available in law or equity), and, except as set forth in Section 4.06(h) of the Disclosure Schedule, the conduct of the Business as currently and formerly conducted and, as currently contemplated to be conducted after Closing, including the use of the Intellectual Property Assets and the Intellectual Property Rights licensed under the Intellectual Property Agreements in connection with the Business, and the Company Products, processes, and services of the Business have not infringed, contributed to or induced the infringement of, misappropriated or otherwise violated and do not and will not infringe, contribute to or induce the infringement of, misappropriate, or otherwise violate, any Intellectual Property Rights or other rights of any Person in any respect. For clarity, any activity that Seller believed in good faith is permissible under the Hatch-Waxman

exemptions codified at 35 U.S.C. § 271(e)(1) or other applicable defenses or safe harbors, or that Seller reasonably believes in good faith will be permissible thereunder, shall not be considered an infringing activity for purposes of this Section 4.06(h). There is no, and since the Reference Date there has been no, Action pending or, to Seller's Knowledge, threatened against or affecting Seller or any of its Subsidiaries, or affecting the conduct of the Business as presently conducted (including the research, development and manufacture, as applicable, of any Company Product) (i) alleging that the use of any of the Intellectual Property Assets or any services provided, processes used or the Company Products manufactured, used, imported, offered for sale or sold by Seller or any of its Subsidiaries do or may conflict with, misappropriate, infringe, contribute to the infringement of or otherwise violate any Intellectual Property Right of any Person or (ii) alleging that Seller or any of its Subsidiaries have infringed, misappropriated or otherwise violated any Intellectual Property Right of any Person. Neither Seller nor any of its Subsidiaries have received from any Person any offer to license any Intellectual Property Rights in connection with any actual or threatened claim of infringement, misappropriation or other violation of any Intellectual Property Rights.

(i) There is no, and since the Reference Date there has been no Action pending or, to Seller's Knowledge, threatened against or affecting Seller or any of its Subsidiaries, or affecting the conduct of the Businesses by Seller or any of its Subsidiaries as presently conducted (i) based upon, or challenging or seeking to deny or restrict, any right of Seller or any of its Subsidiaries in any of the Intellectual Property Assets, or (ii) alleging that any of the Intellectual Property Assets is invalid, unenforceable or not infringed. To Seller's Knowledge, there is no information, materials, facts, or circumstances that would render any of the Intellectual Property Assets invalid or unenforceable, narrow or limit the scope of any Intellectual Property Asset, adversely affect any pending application for any of the Intellectual Property Asset, or adversely affect the ownership, patentability, registrability, validity, enforceability, scope, priority, term or value of any Intellectual Property Assets. To Seller's Knowledge, there are no facts or circumstances that would reasonably be expected to give rise to any such Action. Neither Seller nor any of its Subsidiaries are subject to any outstanding or prospective Governmental Order (including any motion or petition therefor) that does or would reasonably be expected to restrict or impair the use of any Intellectual Property Assets. To Seller's Knowledge, neither Seller nor any of its Subsidiaries has misrepresented, or failed to disclose, and there are no misrepresentations of or failure to disclose, any fact or circumstance in any application for any Intellectual Property Assets that would constitute fraud, inequitable conduct or a misrepresentation with respect to such application or that would otherwise affect the validity or enforceability of any such Intellectual Property Assets.

(j) None of the Intellectual Property Assets has been adjudged invalid or unenforceable in whole or part, or in the case of pending Patent applications included in the Intellectual Property Assets, have been the subject of a final and non-appealable finding of unpatentability. All issued Patents, registered Trademarks and registered Copyrights included in the Intellectual Property Assets are, to Seller's Knowledge, valid, enforceable, in full force and effect and subsisting in all material respects.

(k) To Seller's Knowledge, none of the Intellectual Property Agreements has been adjudged invalid or unenforceable in whole or part and no party to any Intellectual Property Agreement has asserted that any such Intellectual Property Agreement is invalid, unenforceable, terminated or subject to termination. All issued Patents, registered Trademarks and registered Copyrights included in the Intellectual Property Agreements are, to Seller's Knowledge, valid, enforceable, in full force and effect and subsisting in all material respects, and neither Seller nor any of its Subsidiaries has received any notice or other communication challenging the ownership, validity, enforceability, scope, priority or rights of Seller or any of its Subsidiaries under any such Intellectual Property Rights.

(l) To Seller's Knowledge, no Person has infringed, misappropriated, diluted, conflicted with or otherwise violated any Intellectual Property Asset or any Intellectual Property Right exclusively licensed to Seller or any of its Subsidiaries pursuant to an Intellectual Property Agreement and no facts or circumstances exist that would reasonably be expected to give rise to any such infringement, misappropriation, dilution, conflict or violation.

(m) Seller and its Subsidiaries have taken commercially reasonable actions in accordance with current industry practice to maintain the confidentiality of all Intellectual Property Assets, the value of which to Seller or its Subsidiaries is contingent upon maintaining the confidentiality thereof (including any Trade Secrets and confidential materials owned, used or held for use by Seller and its Subsidiaries), and no such Intellectual Property Assets have been disclosed, and access to such Intellectual Property Assets has not been provided to any Person, other than under written confidentiality agreements that protect such Intellectual Property Assets. To Seller's Knowledge, no Person, including Employee or Independent Contractor or agent of Seller or any of its Subsidiaries, is in default or breach of any confidentiality or non-disclosure agreement, or any confidentiality provisions of any employment agreement or other such agreement, with Seller or any of its Subsidiaries relating to the protection, ownership, development, use or transfer of any Intellectual Property Assets of Seller or any of its Subsidiaries.

(n) To the extent that any Intellectual Property Asset has been conceived, discovered, reduced to practice, developed, or created by a Third Party (including any current or former service provider) for Seller or a Subsidiary thereof, each such Third Party, as the case may be, has a valid, binding and enforceable written agreement with Seller with respect thereto pursuant to which such Third Party has agreed to hold all Intellectual Property Assets in confidence and to not use any such Intellectual Property Asset for any purpose other than for the benefit of Seller, and Seller thereby either (i) has obtained ownership of and is the exclusive owner of, or (ii) has obtained a valid and unrestricted right to exploit, sufficient for the conduct of the Business as currently conducted or as proposed to be conducted, such Intellectual Property Asset. In each case where Seller or a Subsidiary thereof has acquired any Intellectual Property Rights from any Person (including any service provider), Seller has obtained a present, valid, binding and enforceable assignment sufficient to irrevocably transfer all right, title and interest in and to such Intellectual Property Rights to Seller, or ownership in such Intellectual Property Rights are vested in Seller pursuant to applicable Law. No current or former Employee or Independent Contractor or other Person involved in the conception, discovery, reduction to

practice, development, manufacture, testing, analysis, validation or creation of any Intellectual Property Asset was or is subject to any obligation to any prior employer, university, institution, Governmental Authority or other Person that conflicts with or would reasonably be expected to impair the ownership of Seller or any of its Subsidiaries, or Buyer's rights in, any Intellectual Property Asset.

Section 4.07 Assigned Contracts.

(a) Section 4.07(a) of the Disclosure Schedules sets forth a true, complete and correct list of all Contracts of Seller or any of its Subsidiaries related primarily to the Purchased Assets, copies of which have been made available to Buyer.

(b) Each Assigned Contract is in full force and effect and is a valid and binding obligation of Seller or one of its Subsidiaries and, to the Knowledge of Seller, the other parties thereto in accordance with its terms and conditions, except as such validity and enforceability may be limited by (a) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally, (b) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and (c) the obligations to pay Cure Costs hereunder. Neither Seller nor any of its Subsidiaries have received written notice from any Person, and to Seller's Knowledge, no Person has threatened or intends to terminate or adversely modify in any material respect Seller's or any of its Subsidiaries' rights under any Assigned Contract. To the Knowledge of Seller, no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any Assigned Contract or would cause the acceleration of any obligation of Seller or any of its Subsidiaries or the creation of a Lien upon any Purchased Asset. Seller has delivered or made available to Buyer true, correct and complete copies of all of the Assigned Contracts, together with all amendments, modifications or supplements thereto.

Section 4.08 Reserved.

Section 4.09 Inventory. The Inventory consists of a material quality and quantity usable in the ordinary course of business. All Inventory is owned by Seller or one of its Subsidiaries free and clear of all Liens (other than Permitted Liens). Section 4.09 of the Disclosure Schedules sets forth a listing of the finished Inventory owned, in the possession or control of, Seller or any of its Subsidiaries, including the address at which such Inventory is located. All of Inventory has been (i) to Seller's Knowledge, manufactured in compliance with Law, (ii) not adulterated or misbranded under the FD&C or other comparable laws, and (iii) to the extent administered to any subject or supplied to any site in clinical study, in material compliance with the applicable specifications with respect thereto in then-current IND(s).

Section 4.10 Compliance With Laws; Permits.

(a) Seller and each of its Subsidiaries are, and since the Reference Date have been, in compliance in all material respects with all applicable Laws, including with respect to all research, development and manufacturing of the Company Products (including the generation, preparation, maintenance, submission, and retention of all Regulatory

Documentation). Since the Reference Date, neither Seller nor any of its Subsidiaries has received any written notice of or, to Seller's Knowledge, is under investigation with respect to, any violation of any applicable Law. There is no judgment, decree, injunction, rule or order of any arbitrator or Governmental Authority outstanding against Seller or any of its Subsidiaries that relates to the Business, Purchased Assets or the transactions contemplated hereby.

(b) None of Seller or any of its Subsidiaries, or any of their respective directors, officers, consultants, agents or other Persons acting for or on its behalf, has taken any action that would result in a violation by such Person of (i) the Foreign Corrupt Practices Act of 1977 (15 U.S.C. §§ 78m(b), 78dd-1, 78dd-2, 78ff) (the "**FCPA**") or any other applicable anti-corruption or anti-bribery Law, (ii) any economic sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, His Majesty's Treasury or any applicable prohibited party list maintained by any U.S. Governmental Authority, the European Union or His Majesty's Treasury (collectively, "**Sanctions**") or (iii) any applicable Law relating to export controls. Seller and its Subsidiaries have conducted the Business in compliance with the FCPA (and any state or foreign equivalents) any other anti-corruption applicable Law (including the U.S. federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), the U.S. False Claims Act (31 U.S.C. § 3729 et seq.), and any state or foreign equivalents), Sanctions and applicable Laws relating to export controls, and, except as set forth on Section 4.10(b) of the Disclosure Schedules, Seller and its Subsidiaries have instituted and maintained policies and procedures designed to cause each such Person to comply with all such laws described in this sentence.

(c) Neither Seller nor any of its Subsidiaries, nor any of its or their respective officers, employees or agents, has been debarred or is subject to debarment pursuant to Section 306 of the FD&C Act or analogous provisions of Law outside the United States or is listed on any excluded list, and neither Seller nor any of its Subsidiaries has, to Seller's Knowledge, used in any capacity, in connection with the activities to be performed under this Agreement, any Person who has been debarred pursuant to Section 306 of the FD&C Act or analogous provisions of Law outside the United States or who is the subject of a conviction described in such Section or analogous provisions of Law outside the United States or is listed on any excluded list.

(d) Neither Seller nor any of its Subsidiaries, nor any of their respective directors, officers, consultants, agents or other Persons acting for or on its behalf, is a Person that is, or is owned or controlled by Persons that are (i) the subject of any Sanctions or (ii) located, organized or resident in a country or region that is the subject of Sanctions.

(e) Seller and its Subsidiaries hold all material Permits necessary to conduct the Business (including any IND) in the places and in such manner in which the Business is currently being conducted, and: (i) such Permits are valid and in full force and effect and are not subject to any pending or, to Seller's Knowledge, threatened Action by any Governmental Authority to suspend, cancel, modify, terminate or revoke any such Permit; (ii) Seller and its Subsidiaries are in compliance in all material respects with the terms and requirements of such Permits; and (iii) neither Seller nor any of its Subsidiaries is in

material default under, and, to Seller's Knowledge, no condition exists that with notice or lapse of time or both would constitute a material default under or would reasonably be expected to result in any suspension, cancellation, material modification, termination or revocation of, any such Permit.

(f) The Business does not (i) produce, design, test, manufacture, fabricate, or develop "critical technologies" as that term is defined in 31 C.F.R. § 800.215; (ii) perform the functions as set forth in column 2 of Appendix A to 31 C.F.R. part 800 with respect to covered investment critical infrastructure; or (iii) maintain or collect, directly or indirectly, "sensitive personal data" as that term is defined in 31 C.F.R. § 800.241; and, therefore, in turn, are not, collectively or individually, a "TID U.S. business" within the meaning of 31 C.F.R. § 800.248.

Section 4.11 Litigation.

(a) There is no Action before or by any Governmental Authority or arbitrator pending or, to the Knowledge of Seller, threatened against or affecting (i) the Business, the Purchased Assets or the Assumed Liabilities; or (ii) that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against, relating to or affecting the Business, the Purchased Assets or Assumed Liabilities.

Section 4.12 Privacy Matters.

(a) Seller and each of its Subsidiaries (and to Seller's Knowledge, each Third Party acting on behalf of Seller or any of its Subsidiaries) are and have been in material compliance with all Laws relating to privacy, data protection, information or cyber security, or the Processing of Personal Information by such Persons applicable to the operations of the Business ("**Privacy Laws**") and all associated contracts and policies. Seller and each of its Subsidiaries, as applicable, have provided all requisite notices, obtained all required consents, and satisfied all other requirements of Privacy Laws for their Processing of Personal Information that are necessary and in connection with the operation of the Business as of the date hereof and for the consummation of the transactions contemplated hereunder.

(b) Since the Reference Date, no claims, investigations, or alleged violations have been asserted or to Seller's Knowledge, threatened against Seller or any of its Subsidiaries by any Person regarding the Processing of Personal Information by or on behalf of Seller or any of its Subsidiaries or alleging a violation of Privacy Laws.

(c) Seller and each of its Subsidiaries maintain and, since the Reference Date, have maintained reasonable physical, administrative and technical security measures. To Seller's Knowledge, neither Seller nor any of its Subsidiaries has experienced (nor to

Seller's Knowledge, have any Third Party acting on behalf of Seller or any of its Subsidiaries) any actual or alleged Security Incidents. Neither Seller nor any of its Subsidiaries has (nor have any Third Parties acting on behalf of Seller or any of its Subsidiaries) notified, or been required to notify, any Person of any Security Incident.

Section 4.13 Employee Benefit Plans; Labor Matters.

(a) Seller has made available to Buyer a true, correct and complete list that sets forth, as of the date hereof: each Specified Individual, including each such Person's name, employer or engaging entity, job title, hire date, work location, current base salary or wage, commission or fee rate, most recent annual bonus received and current annual bonus or incentive opportunity, whether an employee or independent contractor, whether part-time or full-time, status as exempt or non-exempt under the Fair Labor Standards Act (if applicable), immigration status (for employees), whether such individual is in active service or on leave, if on leave, the nature of such leave and the date of expected return, and whether such person has entered into an Employment Agreement and/or Consulting Agreement. With respect to Specified Individuals who are former employees, such list will reflect the information as of the last day of employment as well as any post-employment (e.g., independent contractor) arrangements. Except as set forth on Section 4.13(a) of the Disclosure Schedules, the employment or engagement of each Specified Individual is terminable at will without compensation or other penalty. Seller has a completed a Form I-9 (Employment Eligibility Verification) for each Specified Individual who is an employee. None of Seller or its Subsidiaries utilize a PEO with respect to the Business. All Specified Individuals who are Independent Contractors are properly classified as non-employees pursuant to the Code and other applicable Law and the Seller and its Subsidiaries have no obligation or liability with respect to any Taxes (or the withholding thereof) or applicable employment law requirements in connection with any such Independent Contractors. No Independent Contractor has or would reasonably be expected to have any claim for benefits provided to employees under an Employee Plan with respect to service as an Independent Contractor.

(b) No Employee Plan is, and neither Seller nor any of its ERISA Affiliates has ever sponsored, maintained, administered, or contributed to (or has had any obligation to contribute to) or has or is reasonably expected to have any direct or indirect Liability with respect to: (i) a "defined benefit plan" (as defined in Section 3(35) of ERISA); (ii) a "multiemployer plan" (as defined in Sections 4001(a)(3) and 3(37)(A) of ERISA): (iii) a pension plan subject to Section 302 or Title IV of ERISA or Section 412 or 4971 of the Code; (iv) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA or other applicable law; (v) a "voluntary employees' beneficiary association" within the meaning of Section 501(c)(9) of the Code or other funding arrangement for the provision of welfare benefits; or (vi) a welfare plan that offers health, life, or other disability benefits on a less-than-fully insured basis.

(c) Each Employee Plan, has been established, maintained, funded and administered in all material respects in compliance with its terms and with all applicable Law, including ERISA and the Code. No Action (other than routine claims for benefits) is pending against or involves or, to Seller's Knowledge, is threatened against or threatens to

involve, any Employee Plan. Seller and its Subsidiaries have complied in all material respects with applicable Law with respect to each plan, arrangement or policy mandated by applicable Law (including with respect to the payment of social insurance Taxes or similar contributions to a fund of a Governmental Authority with respect to wages of an employee).

(d) Except as would not result in material Liability for the Seller or its Subsidiaries, Seller and its Subsidiaries have paid all salaries, bonuses, commissions, wages, severance, accrued vacation pay, fees and any other amounts that have become due and payable to Employees, other Specified Individuals, and former employees of Seller or its Subsidiaries with respect to the Business, and any such amounts for any period ending on or before the Closing Date for services performed on or prior to the date hereof have been paid or accrued in full. With respect to the Employees, other Specified Individuals and former employee of Seller or its Subsidiaries with respect to the Business each of Seller and its Subsidiaries is and for the past three (3) years has been in material compliance with all applicable law governing the employment of labor, including all applicable law relating to wages, hours, affirmative action, collective bargaining, discrimination, civil rights, safety and health, exempt/non-exempt classification, classification of independent contractors, and workers' compensation.

(e) None of Seller or any of its Subsidiaries has, in the past three (3) years, been a party to or had any obligations under a collective bargaining, works council or similar agreement and no union or other collective bargaining unit or employee organizing entity has been certified or recognized by Seller or any of its Subsidiaries as representing any Employees. In the past three (3) years, none of Seller or any of its Subsidiaries has experienced, nor to Seller's Knowledge, is there now threatened, any union activity, any effort to organize or any other similar occurrence or any attempt to organize or represent the Employees. There are no controversies pending or threatened between Seller and its Subsidiaries, on the one hand, and any Employee or former employee of Seller or its Subsidiaries with respect to the Business, on the other hand. No investigation, review, complaint or proceeding by any Governmental Authority or Employee or former employee with respect to Seller or any of its Subsidiaries in relation to the employment of any such individual involved in the Business is pending or, to Seller's Knowledge, threatened, nor has Seller or any of its Subsidiaries received any notice from any Governmental Authority indicating an intention to conduct the same.

(f) Except as set forth in Section 4.13(f) of the Disclosure Schedules, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event) will (i) entitle any Employee to any increased, new or accelerated payment or benefit, including any bonus, retention, severance, retirement or job security payment or benefit or (ii) result in the payment of any amount that could, individually or in combination with any other such payment, constitute an "excess parachute payment," as defined in 280G(b)(1) of the Code (without regard to subsection (b)(4) thereof).

(g) To the Seller's Knowledge, in the past three (3) years, (i) no allegations of sexual harassment or other sexual misconduct have been made since the Reference Date

against any Employee or other Specified Individual and (ii) neither Seller nor any of its Subsidiaries has entered into any settlement agreements related to allegations of sexual harassment or sexual misconduct by an Employee or other Specified Individual.

Section 4.14 Taxes.

(a) All material Tax Returns filed by, on behalf or in respect of the Business have been filed in accordance with applicable Tax Laws and are true, correct and complete in all material respects. No Governmental Authority has made a claim in writing that the Business or the Purchased Assets may be subject to Taxes, or that a Tax Return related to the Business or the Purchased Assets may be required to be filed, in a jurisdiction where no such Tax Returns have been filed.

(b) Subject to any obligation of Seller or any of its Subsidiaries under the Bankruptcy Code, all Taxes related to the Business or the Purchased Assets have been paid in full.

(c) Except as set forth on Section 4.14(c) of the Disclosure Schedules, there are no Liens in respect of Taxes with respect to any of the Purchased Assets, except for Liens for Taxes not yet due and payable that arise by operation of Law.

Section 4.15 Key Suppliers.

(a) Section 4.15(a) of the Disclosure Schedules sets forth a true, correct and complete list of the top 10 suppliers relating to the Business, measured by annual spend by Seller and its Subsidiaries on a consolidated basis, during the 12-month period ended as of March 31, 2026 ("**Key Suppliers**").

(b) No Key Supplier has terminated, suspended, cancelled or materially and adversely modified (i) its business relationship with Seller or any of its Subsidiaries or (ii) the terms of a Contract with Seller or any of its Subsidiaries. Neither Seller nor any of its Subsidiaries has received notice of any Key Supplier, and to Seller's Knowledge, no Key Supplier has threatened and Seller has no reason to believe that such Person intends, to terminate, suspend, cancel or materially and adversely modify its business relationship with Seller or any of its Subsidiaries or the terms of a Contract with Seller or any of its Subsidiaries. There are no unresolved claims or disputes pending between Seller or any of its Subsidiaries, on the one hand, and any Key Supplier, on the other hand.

Section 4.16 Insurance. Seller has made available to Buyer a true, correct and complete copy of all material insurance policies and all material self-insurance programs and arrangements and similar arrangements (including bonds) primarily relating to the Business and the Purchased Assets (the "**Insurance Policies**") and Section 4.16 of the Disclosure Schedules sets forth a true, correct and complete list of the Insurance Policies. As of the date of this Agreement: (a) each Insurance Policy is in full force and effect, all premiums thereon have been timely paid or, if not yet due, accrued; (b) there is no material claim pending under the Insurance Policies as to which coverage has been questioned, denied or disputed by the underwriters thereof; and (c) Seller and each of its Subsidiaries are in compliance in all material respects with the terms of the Insurance

Policies. Seller has no Knowledge of any threatened termination of, or material premium increase with respect to, any Insurance Policy. The Insurance Policies are sufficient for compliance in all material respects under applicable Law, all Permits and Contracts to which Seller or any of its Subsidiaries is a party or by which Seller or any of its Subsidiaries or any of their properties or assets are bound.

Section 4.17 Finders' Fees. Except as to 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.

Section 4.18 Certain Information. Seller has made available to Buyer true, correct and complete copies of all material information in its possession relating to each of (i) the STAAR Studies, (ii) any IND for any Company Product and (iii) each of Module 1, Module 2 and Module 3 of the rolling BLA for the Company Product.

Section 4.19 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE IV OF THIS AGREEMENT (AS MODIFIED BY THE DISCLOSURE SCHEDULES), THE SELLER'S CLOSING CERTIFICATE OR ANY ANCILLARY AGREEMENT, SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AND SELLER HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE V are true and correct as of the date hereof and as of the Closing Date.

Section 5.01 Organization of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of Delaware.

Section 5.02 Authority of Buyer. Buyer has full corporate power and authority to execute and deliver this Agreement and the Ancillary Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any Ancillary Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by Buyer and no other corporate proceedings on the part of Buyer are necessary to authorize the execution or delivery by Buyer of this Agreement and any Ancillary Document to which Buyer is a party, the performance by Buyer of its obligations under this Agreement and any Ancillary Document to which Buyer is a party or the consummation by Buyer of the transactions contemplated by this Agreement and any Ancillary Document to which Buyer is a party. This Agreement has been duly executed and delivered by Buyer and, assuming due authorization, execution and delivery by Seller, constitutes a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. When each Ancillary Document to which Buyer is or

will be a party has been duly executed and delivered by Buyer (assuming due authorization, execution and delivery by each other party thereto), such Ancillary Document will constitute a legal and binding obligation of Buyer enforceable against them in accordance with its terms.

Section 5.03 No Conflicts; Consents. The execution and delivery by Buyer of this Agreement and the Ancillary Documents to which it is a party, the performance by Buyer of its obligations under this Agreement and the Ancillary Documents to which it is a party and the consummation by Buyer of the transactions contemplated hereby and thereby, do not and will not (a) contravene, conflict with or result in any violation or breach of any provision of the organizational documents of Buyer, (b) contravene, conflict with or result in a violation or breach of any provision of any applicable Law, (c) require any consent or other action by any Person under, constitute a default, or an event that, with or without notice or lapse of time or both, would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which Buyer is entitled under any provision of any Contract binding on Buyer or any Permit affecting, or relating in any way to, the assets or business of Buyer or (d) result in the creation or imposition of any Lien on any asset of Buyer, with only such exceptions, in the case of each of clauses (c) and (d), as would not reasonably be expected to have, individually or in the aggregate with all other Effects, a Buyer Material Adverse Effect. No consent, approval, Permit, Governmental Order, declaration or filing with, or notice to, any Governmental Authority is required by or with respect to Buyer in connection with the execution and delivery of this Agreement or any of the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, except (i) as would not reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect and (ii) as may be required to obtain clearance of this Agreement under the HSR Act.

Section 5.04 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Buyer who might be entitled to any fee or commission from Buyer upon consummation of the transactions contemplated by this Agreement.

Section 5.05 Available Funds. Buyer has, and at the Closing will have, funds immediately available that are sufficient to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement. Such funds are not subject to any conditions or contingencies (including any financing condition) that would reasonably be expected to prevent or delay the availability of such funds at or prior to the Closing.

Section 5.06 Litigation. As of the date of this Agreement, there are no proceedings pending or, to the knowledge of Buyer, threatened against Buyer that seeks to enjoin the transactions contemplated by this Agreement, other than any such proceedings that have not had and would not have a Buyer Material Adverse Effect.

Section 5.07 Independent Investigation. Buyer acknowledge that it has conducted its own independent investigation and analysis of the Business, the Purchased Assets and the Assumed Liabilities, and that Buyer and its Representatives have received access to such books and records, facilities, equipment, contracts and other assets of Seller and its Subsidiaries that Buyer and its Representatives have desired or requested to review for such purpose.

Section 5.08 Non-Reliance; Purchased Assets.

(a) Buyer acknowledges for the benefit of Seller that it has conducted its own independent investigation and analysis of the business, operations, assets, liabilities, results of operations, condition (financial or otherwise) and prospects of the Business, the Purchased Assets and the Assumed Liabilities, and that it and its Representatives have received sufficient access to certain of the books and records, facilities, equipment, Contracts and other assets of the Business (including the Purchased Assets) for such purpose. Buyer further acknowledges and agrees for the benefit of Seller that, except for the representations and warranties contained in ARTICLE IV (as modified by the Disclosure Schedules), neither Seller nor any of its financial or other professional advisors, nor its or their respective Representatives, makes or has made any representation or warranty, either express or implied, or other statements or information concerning the Business, the Purchased Assets or the Assumed Liabilities in connection with the transactions contemplated by this Agreement and Seller hereby disclaims any other representations made by Seller or any other Person concerning the Business, the Purchased Assets or the Assumed Liabilities in connection with the transactions contemplated by this Agreement. Seller makes no representations or warranties regarding the probable success or profitability of the Business. Buyer has not relied on any representation, warranty or other statement by any Person on behalf of Seller, other than the representations and warranties of Seller expressly contained in ARTICLE IV (as modified by the Disclosure Schedules).

(b) Buyer agrees, warrants and represents that Buyer is purchasing the Purchased Assets "AS IS" and "WITH ALL FAULTS" based solely on the representations and warranties set forth in ARTICLE IV (as modified by the Disclosure Schedules) and Buyer's own investigation of Seller, the Purchased Assets, the Assumed Liabilities and the Business. Buyer further acknowledges that the consideration for the Purchased Assets specified in this Agreement has been agreed upon by Seller and Buyer after good-faith arms-length negotiation in light of Buyer's agreement to purchase the Purchased Assets "AS IS" and "WITH ALL FAULTS." Buyer agrees, warrants and represents that, except for the express representations and warranties set forth in ARTICLE IV (as modified by the Disclosure Schedules), Buyer has relied, and shall rely, solely upon its own investigation of all such matters, and that Buyer assumes all risks with respect thereto. EXCEPT AS SET FORTH IN ARTICLE IV (AS MODIFIED BY THE DISCLOSURE SCHEDULES), SELLER MAKES NO EXPRESS WARRANTY, NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND NO IMPLIED OR STATUTORY WARRANTY WHATSOEVER WITH RESPECT TO ANY REAL OR PERSONAL PROPERTY OR ANY FIXTURES OR THE PURCHASED ASSETS, THE ASSUMED LIABILITIES OR THE BUSINESS.

ARTICLE VI
BANKRUPTCY COURT MATTERS

Section 6.01 Competing Transactions. Seller will not agree to any proposals or offers from any Third Party to acquire, directly or indirectly, all or any substantial portion of the Purchased Assets (a "**Competing Transaction**") other than as expressly permitted by and in

accordance with the Bidding Procedures. For the avoidance of doubt, neither (i) a liquidation or wind-down of Seller's estate nor (ii) Seller engaging in a transaction or transactions to divest all or any portion of an Excluded Business, shall be a Competing Transaction.

Section 6.02 Bankruptcy Court Filings.

(a) On the Petition Date, Seller filed a motion (the "**Sale Motion**") in the Chapter 11 Case requesting that the Bankruptcy Court: (i) (A) approve the Bidding Procedures and enter the Bidding Procedures Order, (B) establish procedures for the assumption and assignment of executory contracts and unexpired leases, (C) schedule a date for the Auction, (D) schedule a hearing on entry of the Sale Order, (E) approve the form and manner of notices related thereto, and (F) grant related relief; and (ii) (A) approve and authorize the sale contemplated in this Agreement free and clear of all Claims, Liens and Liabilities, (B) authorize the assumption and assignment of the Assigned Contracts, and (C) grant related relief. Seller shall take all actions as may be reasonably necessary to cause the Sale Order to be issued, entered and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code.

(b) Seller has provided appropriate notice of the hearings on the Sale Motion, as is required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, to all Persons entitled to notice, including all Persons that have expressed interest in buying the Purchased Assets, all Persons that have asserted Liens, claims or other interests in the Purchased Assets, all parties to the Assigned Contracts, all applicable state and local tax authorities, including the IRS, each Governmental Authority that is an interested party with respect to the Purchased Assets, and all Tax and environmental authorities in jurisdictions applicable to Seller. Seller shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted to Buyer within a reasonable time prior to their filing with the Bankruptcy Court to allow for Buyer's prior review and comments.

(c) Reserved.

(d) On July 14, 2026, the Bankruptcy Court entered the Bidding Procedures Order [Docket No. 122], approving the Bidding Procedures. Pursuant to the Bidding Procedures, on August 10, 2026, the Debtor held the Auction, at the conclusion of which on August 11, 2026, Seller designated Buyer as the Successful Bidder.

(e) Seller shall use its best efforts to obtain entry of the Sale Order on or before 50 days after the conclusion of the Auction.

(f) Seller shall consult with Buyer regarding pleadings and papers that it intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of the Sale Order, and any other orders of the Bankruptcy Court relating to the transactions contemplated by this Agreement, or the bankruptcy proceedings that may impact the transactions contemplated by this Agreement or the Purchased Assets, including sharing in advance any drafts thereof for Buyer's review and comment. Seller shall promptly provide Buyer and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that Seller has in its possession (or receives) pertaining to the Sale Motion, or any other order related to any of the transactions contemplated in this Agreement.

(g) If the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated in this Agreement are appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order and the Sale Order, or other such order), subject to rights otherwise arising from this Agreement, Seller shall use its best efforts to prosecute or defend, as applicable, such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

(h) Notwithstanding anything expressed or implied herein to the contrary, Seller shall not consent or agree to the allowance of any claim to the extent it would constitute an Assumed Liability without the prior written consent of Buyer. Seller shall use its best efforts to cause the Sale Order to provide that Buyer will have standing in the Chapter 11 Case to object to the amount of any claim to the extent it would constitute an Assumed Liability and that the Bankruptcy Court will retain the right to hear and determine such objections.

ARTICLE VII
COVENANTS

Section 7.01 Conduct of Business Prior to the Closing.

(a) From the date hereof until the earlier of the Closing Date or the valid termination of this Agreement, except as otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, an order of the Bankruptcy Court (provided that Seller shall not seek or consent to, and shall oppose, any order of the Bankruptcy Court that would reasonably be expected to result in Seller violating its obligations under this Agreement), or as consented to in writing by Buyer, Seller shall (and shall cause its Subsidiaries to) use its commercially reasonable efforts to conduct the Business in the ordinary course of business.

(b) Without limiting the generality of Section 7.01(a), from the date hereof until the earlier of the Closing Date or the valid termination of this Agreement, Seller shall not (and shall cause its Subsidiaries not to):

(i) renew, enter into, amend, waive any right under, modify, assign, transfer or terminate (other than terminations in connection with (A) an expiration or (B) a renewal that becomes automatically effective unless a party thereto provides prior notice of an intention not to renew) any Contract to the extent relating to the Business or the Purchased Assets or Assumed Liabilities;

(ii) waive, release, amend, let lapse or assign any material rights, claims or benefits of Seller or any of its Subsidiaries relating to the Business, Purchased Assets or Assumed Liabilities, in each case, except as otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, or an order of the Bankruptcy Court (provided that Seller shall not seek or consent to, and shall oppose, any order of the Bankruptcy Court that would reasonably be expected to result in Seller violating its obligations under this Agreement);

(iii) sell, license, sublicense, grant rights of reference to, abandon, dedicate to the public, permit to lapse, disclose, convey, transfer, assign, divest, or otherwise dispose of any asset or property constituting Purchased Assets other than inventory and obsolete assets sold or otherwise disposed of in the ordinary course of business;

(iv) create or assume any mortgage or pledge, restriction, option, or impose any Lien on, or in any other way encumber, any asset or property constituting Purchased Assets, except for those that arise under any DIP Order that constitute Permitted Liens, or as required by applicable Law;

(v) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of any Person or otherwise acquire any assets that, as of the Closing, would constitute Purchased Assets, except for the acquisition of assets and inventory in the ordinary course of business;

(vi) take any action, or omit to take any action, that would reasonably be expected to result in a default under or material breach of any Assigned Contract, except as otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, an order of the Bankruptcy Court (provided that Seller shall not seek or consent to, and shall oppose, any order of the Bankruptcy Court that would reasonably be expected to result in Seller violating its obligations under this Agreement), or as consented to in writing by Buyer;

(vii) take any action, or omit to take any action, that would reasonably be expected to result in Seller or any of its Subsidiaries or any of its or their respective officers, employees or agents to be debarred or become subject to debarment pursuant to Section 306 of the FD&C Act or analogous provisions of Law outside the United States or is listed on any excluded list;

(viii) use in any capacity, in connection with activities to be performed under this Agreement, any Person who has been debarred pursuant to Section 306 of the FD&C Act or analogous provisions of Law outside the United States or who

is the subject of a conviction described in such Section or analogous provisions of Law outside the United States or is listed on any excluded list;

(ix) liquidate, dissolve, recapitalize or otherwise wind up its operations related to the Purchased Assets;

(x) cancel or alter any insurance coverage with respect to the Purchased Assets;

(xi) incur, commit to or make any material capital expenditure that would be an Assumed Liability;

(xii) incur any material indebtedness for borrowed money, enter into any capital lease or guarantee any such indebtedness, in each case to the extent such indebtedness would constitute an Assumed Liability;

(xiii) make any material loans, advances or capital contributions to, or investments in, any other Person with respect to the Business;

(xiv) commence, settle or propose to settle any material Actions that would reasonably be expected to materially diminish the value of the Purchased Assets or impair title thereto or result in an Assumed Liability, including any opposition, interference, derivation proceeding, inter partes review, post-grant review, reexamination, cancellation, audit, inquiry or proceeding that relates to, affects or would reasonably be expected to affect the ownership, scope, validity, enforceability, infringement, misappropriation, confidentiality, transferability or value of any Intellectual Property Assets;

(xv) abandon, allow to lapse, fail to prosecute, fail to maintain, fail to pay any required fees or annuities for, narrow, disclaim, dedicate to the public, license, sublicense, covenant not to sue under, encumber, disclose any material trade secret relating to, or otherwise impair any Intellectual Property Assets, or take any position in prosecution, enforcement or defense of any Intellectual Property Assets that would reasonably be expected to adversely affect the scope, validity, enforceability, ownership or value thereof;

(xvi) make, authorize or fail to prevent any filing, submission, response, amendment, argument, statement, disclaimer, terminal disclaimer, narrowing amendment, election, restriction, appeal decision, withdrawal, abandonment or other action in the prosecution, maintenance, enforcement, defense or ownership of any Intellectual Property Assets that would reasonably be expected to adversely affect the scope, validity, enforceability, ownership, priority, duration, patentability, registrability, confidentiality, exclusivity or value of such Intellectual Property Assets;

(xvii) make any change in accounting principles materially affecting the reporting of the Purchased Assets or the Business, other than as required by applicable Law or a Governmental Authority; or

(xviii) enter into a binding agreement or agree, whether in writing or otherwise, to do any of the foregoing;

in each case, except as otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, an order of the Bankruptcy Court (provided that Seller shall not seek or consent to, and shall oppose, any order of the Bankruptcy Court that would reasonably be expected to result in Seller violating its obligations under this Agreement), any DIP Order, or as consented to in writing by Buyer.

(c) Without limiting the generality of Section 7.01(a), from the date hereof until the earlier of the Closing Date or the valid termination of this Agreement, Seller shall (and shall cause its Subsidiaries to) use its commercially reasonable efforts to:

(i) preserve and maintain all Permits and Regulatory Documentation required for the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets and all applications for Permits relating to the Business or any Purchased Asset;

(ii) pay the debts, Taxes and other obligations of the Business when due, subject to the filing of the Chapter 11 Case and good faith disputes over Taxes;

(iii) preserve and maintain the properties and assets included in the Purchased Assets in the same condition as they were on the date of this Agreement, subject to reasonable wear and tear and maintain and protect the confidentiality and trade secret status of all confidential information included in the Purchased Assets;

(iv) continue in full force and effect without modification all their insurance policies, except as required by applicable Law;

(v) defend and protect the properties and assets included in the Purchased Assets from infringement, misappropriation, misuse, unauthorized access, unauthorized disclosure, loss, corruption, destruction, impairment or usurpation;

(vi) perform all of its obligations under all Assigned Contracts;

(vii) maintain in effect all confidentiality, invention assignment, work-for-hire, data access, material transfer, laboratory, vendor, clinical site, investigator, research, development, manufacturing, consultant and other arrangements necessary to ensure that all Intellectual Property Assets, Company Product data, materials, records and other work product generated for or on behalf of Seller or any of its Subsidiaries with respect to any Company Product, the Business or the Purchased Assets are owned by, or validly assignable or transferable to, Seller and included in the Purchased Assets;

(viii) obtain or maintain valid, enforceable and transferable confidentiality, invention assignment, work-for-hire, data access, material transfer and similar agreements from each employee and Third Party who creates, conceives, reduces to practice, generates, accesses, uses or possesses any Intellectual Property Assets or other work product relating to the Purchased Assets;

(ix) maintain the Books and Records in accordance with past practice;

(x) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Purchased Assets; and

(xi) perform all of its obligations or Liabilities arising out of, in respect of or in connection with, any DIP Order;

except if otherwise required, authorized or restricted pursuant to this Agreement, the Bankruptcy Code, an order of the Bankruptcy Court or any DIP Order.

(d) Subject to Section 7.01(a), during the period from the date hereof until the Closing, Seller shall, and shall cause its Subsidiaries to, use its reasonable best efforts to (i) continue the STAAR Studies as currently contemplated, including the monitoring of patients enrolled in any ongoing clinical trials of Seller or any of its Subsidiaries relating to the Company Products; and (ii) perform or continue to perform the actions set forth in Schedule 7.01(d)(ii).

Section 7.02 Access to Information.

(a) From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Seller (and shall cause its Subsidiaries to) (i) afford Buyer and its Representatives full and free access during normal business hours to the offices, properties, facilities, assets, books, records, service providers and agents of Seller and its Subsidiaries to the extent relating primarily to the Business, Purchased Assets or Assumed Liabilities; (ii) furnish Buyer and its Representatives with such financial and operating data and other information (including the work papers of Seller's and its Subsidiaries independent accountants upon receipt of any required consents from such accountants and subject to the execution of customary access letters) as such Persons may reasonably request to the extent primarily related to the Business, Purchased Assets or Assumed Liabilities as Buyer or any of their Representatives may reasonably request; and (iii) instruct the service providers and Representatives of Seller and its Subsidiaries to cooperate with Buyer in their investigation of the Business; provided, that any such access shall be afforded and any such information shall be furnished at Buyer's expense; provided, further, that Seller will not be required to provide Buyer or its Representatives with access to or to disclose information (A) that is prohibited from being disclosed pursuant to the terms of a confidentiality agreement with a third party entered into before the date hereof, (B) the disclosure of which would violate applicable Law or Order, or (C) the disclosure of which would cause the loss of any attorney-client privilege, attorney work product privilege or other legal privilege; provided, further, that with respect to the foregoing clauses (A) through (C) of the immediately foregoing proviso, Seller shall use

commercially reasonable efforts to (and use commercially reasonable efforts to cause its Subsidiaries to) (1) obtain the required consent of any third party to provide such disclosure and (2) develop an alternative to providing such information so as to address such matters that is reasonably acceptable to Seller. Any investigation pursuant to this Section 7.02(a) shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of Seller or any of its Subsidiaries.

Section 7.03 Notice of Certain Events; Regulatory Submissions.

(a) From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Seller shall promptly notify Buyer in writing of:

(i) any fact, circumstance, event or action the existence, occurrence or taking of which (A) has had, or would reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect, (B) has resulted in, or would reasonably be expected to result in, any representation or warranty made by Seller hereunder not being true and correct that would reasonably be expected to result in the failure of the condition set forth in Section 8.02(c) to be satisfied or (C) has resulted in, or would reasonably be expected to result in, the failure of any of the other conditions set forth in Section 8.02 to be satisfied;

(ii) any notice or other written communication from any Person alleging that the consent of such Person is required in connection with the transactions contemplated by this Agreement or the entry of the approval of any order by the Bankruptcy Court;

(iii) any notice or other written communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(iv) any Actions commenced or, to Seller's Knowledge, threatened against, relating to or involving or otherwise affecting the Business, the Purchased Assets or the Assumed Liabilities that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.06 or Section 4.11 or that relate to the consummation of the transactions contemplated by this Agreement; and

(v) any substantive or material communication from any Regulatory Authority regarding the Company Products, including any written or oral communications from the FDA or another Regulatory Authority related to any Regulatory Documentation or any clinical trial of the Company Products.

(b) Buyer's receipt of information pursuant to this Section 7.03 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by Seller in this Agreement and shall not be deemed to amend or supplement the Disclosure Schedules.

(c) Subject to applicable Law, Seller shall permit Buyer a reasonable opportunity to review in advance and comment on any substantive communication or submission by Seller or any of its Subsidiaries to any Regulatory Authority and permit Buyer (if permitted by the Regulatory Authority) the opportunity to attend any meeting or conference calls with or participate in any inspection by a Regulatory Authority related to the Company Products, and Seller shall consider in good faith any comments or other input timely provided by Buyer with respect to any such communication or submission prior to its submission to such Regulatory Authority.

(d) From the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms, Seller shall promptly provide Buyer true, correct and complete copies of all material information that comes into its possession relating to each of (i) the STAAR Studies, (ii) any IND for any Company Product and (iii) each of Module 1, Module 2 and Module 3 of the rolling BLA for the Company Product.

(e) The Parties, and their respective Affiliates, will use reasonable best efforts to take, or cause to be taken, any and all actions and to do, or cause to be done, any and all things necessary, proper or advisable under the HSR Act so as to obtain at the earliest practicable date all required consents and approvals under the HSR Act.

(f) Buyer and Seller shall as promptly as practicable and in any event not more than seven (7) Business Days after the date of this Agreement (or such later time as may be agreed to in writing by the Parties), make or cause to be made any filings required of each of them or any of their respective Affiliates under the HSR Act seeking early termination of any waiting period under the HSR Act applicable to the transactions contemplated hereunder. Buyer and Seller shall cooperate with each other in connection with any such filing and in connection with resolving any inquiry of any Governmental Authority under any applicable Laws with respect to any such filing or any such transaction, including making an appropriate response as promptly as practicable to any requests for additional information or documents by a Governmental Authority pursuant to the HSR Act. Each Party will be responsible for the costs and expenses associated with the preparation of its respective filing, and Buyer will be responsible for all filing fees related to the HSR Act. Each Party shall (i) provide the other Party reasonable advance notice of substantive submissions to any Governmental Authority and consider in good faith all reasonable comments or suggestions made by the other Party and (ii) promptly inform the other Party of any substantive oral communication with, and provide copies of substantive written communications with, any Governmental Authority regarding any such filing. Neither Buyer nor Seller shall independently participate in any substantive meeting with any Governmental Authority in respect of any such filing or other inquiry with respect to the transactions contemplated by this Agreement without giving the other prior notice of the meeting and, to the extent permitted by such Governmental Authority, the opportunity to attend and participate. Buyer and Seller will consult and cooperate with one another in connection with any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of any Party relating to proceedings under the HSR Act with respect to the transactions contemplated hereby. The Parties will undertake reasonable best efforts to share information protected from disclosure under the attorney-client privilege, work product doctrine, joint defense

privilege or any other privilege in a manner so as to preserve the applicable privilege. The Parties may reasonably designate any competitively sensitive or confidential business material provided to the other under this Section 7.03(f) as "counsel only" or, as appropriate, as "outside counsel only."

Section 7.04 Employees and Employee Benefits.

(a) Buyer shall, or shall cause one of its Affiliates to, offer to engage for services, either as an employee or independent contractor, at least 80% of the Persons set forth on Schedule 7.04(a) (each, a "**Specified Individual**") who continue to be employed as of immediately prior to Closing, which offers may be subject to customary screening procedures of Buyer (which may include background checks) and standard new hire or engagement agreements and other requirements used by Buyer and its Affiliates in the ordinary course.

(b) Seller and its Subsidiaries shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller and its Subsidiaries at any time on or prior to the Closing Date and, subject to applicable Law, Seller and its Subsidiaries shall pay all such amounts to all entitled persons as promptly as reasonably practicable after the Closing. Seller and its Subsidiaries shall bear any and all obligations and liability in connection with the termination of employment of any employees by Seller and its Subsidiaries, including under the WARN Act.

(c) Seller and its Subsidiaries shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date and for providing COBRA coverage for each individual who becomes an "M&A qualified beneficiary" (within the meaning of Treas. Reg. § 54.4980B-9) in connection with the transaction contemplated by this Agreement, until the expiration of such M&A qualified beneficiary's continuation rights under COBRA. Seller and its Subsidiaries also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business which relate to events occurring on or prior to the Closing Date. Seller and its Subsidiaries shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

(d) Nothing herein express or implied by this Agreement shall confer upon any Employee or Specified Individual, or legal representative of any of them, any rights or remedies, including any right to employment or other service relationship or benefits, of any nature or kind whatsoever, under or by reason of this Agreement. The covenants contained in this Section 7.04 are agreements solely between the Seller and the Buyer for each other's benefit and nothing contained in this section shall be deemed to be or

construed as amending any Employee Plan or any other employee benefit plan, program or arrangement.

Section 7.05 Confidentiality. Seller shall, and shall cause its Affiliates to, hold, and shall use their best efforts to cause their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that Seller can show that such information (a) is generally available to and known by the public through no fault of Seller, any of their Affiliates or their respective Representatives or (b) is lawfully acquired by Seller, any of their Affiliates or their respective Representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. Notwithstanding the foregoing, Seller shall be entitled to disclose (i) any information required to be disclosed by Seller to the Bankruptcy Court, the United States Trustee, parties in interest in the Chapter 11 Case, and other Persons bidding on assets of Seller, and (ii) any information required to be disclosed by Seller pursuant to any applicable Law (including the Bankruptcy Code), legal proceeding or Governmental Authority, provided that in each case, such disclosure shall be limited to the information that is so required to be disclosed and the Person(s) to whom such disclosure is required. Notwithstanding anything herein to the contrary, unless disclosure is required by applicable Law, the confidentiality of any Trade Secrets of the Business shall be maintained for so long as such Trade Secrets continue to be entitled to protection as Trade Secrets of the Business.

Section 7.06 Consents. Subject to the requirements of Section 2.05, Section 2.06, Section 6.02 and Section 7.03, Seller and Buyer shall use commercially reasonable efforts to give all notices to, and obtain all consents and approvals contemplated by this Agreement.

Section 7.07 Books and Records. Seller (or any subsequently appointed bankruptcy estate representative, including a Chapter 7 trustee, Chapter 11 trustee, liquidating trust, liquidating trustee, a plan administrator or any other successor entity pursuant to a Chapter 11 plan confirmed by the Bankruptcy Court) and Buyer agree that each of them shall preserve and keep the books and records held by it related to the pre-Closing Business for a period commencing on the date hereof and ending at such date on which an orderly wind-down of Seller's operations has occurred in the reasonable judgment of Buyer and Seller (or any subsequently appointed bankruptcy estate representative) and shall make such books and records available to the other Party (and permit any such other party to make extracts and copies of such books and records at its own expense) as may reasonably required by such other party in connection with, among other things, any insurance claims by, legal proceedings or Tax proceedings against or governmental investigations of Seller or Buyer or in order to enable Seller or Buyer to comply with their respective obligations under this Agreement and each Ancillary Document. In the event Seller, on the one hand, or Buyer, on the other hand, wish to destroy such records, the relevant party shall first give twenty days' prior written notice to the other party and such other party shall have the right at its option and expense, upon prior written notice given within that twenty day period, to take possession of the records within thirty days after the date of such notice.

Section 7.08 Public Announcements. Neither Seller nor Buyer shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party, unless, disclosure is otherwise required by applicable Law (including federal or state securities Laws) or by the

Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement, provided that the party intending to make such release shall use its best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof. Notwithstanding the foregoing, Seller shall be permitted (unless otherwise required under Section 6.02(e)), without the prior written consent of Buyer, to make any commercially reasonable public announcement, press release, court filing, notice, or other public communication (each, a "**Bankruptcy Disclosure**") that 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; or (ii) relates to the Auction (if any) to be conducted pursuant to the Bidding Procedures Order, the Bidding Procedures, the auction timeline or schedule, or the Sale Hearing, in each case solely as contemplated by or consistent with the Bidding Procedures Order.

Section 7.09 Further Assurances. Subject to the other provisions of this Agreement, each of Buyer and Seller shall use commercially reasonable efforts to (a) take all actions reasonably necessary or appropriate to consummate the transactions contemplated by this Agreement, (b) provide the other Party with reasonable cooperation and take such actions as such other parties may be reasonably request in connection with the consummation of the transactions contemplated herein, and (c) cause the fulfillment at the earliest practicable date of all of the conditions to its obligations to consummate the transactions contemplated herein. If requested by Buyer, Seller will transfer to Buyer the personnel records of any Employees who accept an offer of post-Closing employment with Buyer, except for such personnel records the disclosure of which would violate applicable Law.

Section 7.10 Wrong Pockets. If following the Closing either Buyer or Seller becomes aware that any of the Purchased Assets have not been transferred to Buyer or that any of the Excluded Assets have been transferred to Buyer, it shall promptly notify the other and the Parties shall, as soon as reasonably practicable thereafter, ensure that such property is transferred, at the expense of the party that is seeking the assets to be transferred to it, to (a) Buyer, in the case of any Purchased Assets which were not transferred to Buyer at or in connection with the Closing, or (b) Seller, in the case of any Excluded Assets which were transferred to Buyer at the Closing.

Section 7.11 No Successor Liability. The Parties intend that, except where expressly prohibited under applicable Law, upon the Closing, Buyer shall not be deemed to: (i) be the successor of Seller or any of its Subsidiaries, (ii) have, de facto, or otherwise, merged with or into Seller or any of its Subsidiaries, (iii) be a mere continuation or substantial continuation of Seller or any of its Subsidiaries or the enterprise(s) of Seller or any of its Subsidiaries, or (iv) be liable for any acts or omissions of Seller or any of its Subsidiaries in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Buyer shall not be liable for any Lien (other than Assumed Liabilities and Permitted Liens) against Seller or any of its Subsidiaries or any of Seller's or any of its Subsidiaries' predecessors or Affiliates, and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of Seller or any of its Subsidiaries arising prior to, or relating to any period

occurring prior to, the Closing Date. The Parties agree that the provisions substantially in the form of this section shall be reflected in the Sale Order.

Section 7.12 Transition Services Agreement. Following the date hereof, the Parties agree to negotiate the Transition Services Agreement in good faith consistent with the terms set forth on Exhibit D.

Section 7.13 Transfer Taxes. Buyer and Seller shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any Transfer Taxes due with respect to the transactions contemplated herein. Seller shall, in good faith, and with the cooperative efforts of Buyer, attempt to obtain in the Sale Order an exemption from Transfer Taxes pursuant to Section 1146(a) of the Bankruptcy Code, provided, however, inclusion of such an exemption in the Sale Order is not a condition to Closing and a failure of the Sale Order to include such an exemption shall not be a breach of this Agreement.

ARTICLE VIII
CONDITIONS TO CLOSING

Section 8.01 Conditions to Obligations of All Parties. The obligations of each Party to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment, at or prior to the Closing, of each of the following conditions:

(a) All waiting periods (and any extensions thereof) under the HSR Act applicable to the transactions contemplated hereunder shall have expired or been terminated.

(b) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Governmental Order which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the transactions contemplated hereunder to be rescinded following completion thereof.

(c) The Bankruptcy Court shall have entered the Bidding Procedures Order and the Sale Order and each of such orders shall be a Final Order providing for a sale of the Purchased Assets free and clear of any Liens and this Agreement shall become effective in accordance with the terms of such orders.

Section 8.02 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Buyer's waiver, at or prior to the Closing, of each of the following conditions:

(a) Seller shall have complied with the sale process deadlines set forth in the Bidding Procedures Order and any order amending such Bidding Procedures Order in accordance with this Agreement.

(b) Seller shall have delivered to Buyer all the items set forth in Section 3.02(a).

(c) The representations and warranties made by Seller in this Agreement other than the Fundamental Representations shall be true and correct (disregarding for this purpose all qualifications or exceptions in such representations and warranties relating to materiality or Seller Material Adverse Effect), in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct in all material respects only as of such other specified date), except where the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Seller Material Adverse Effect; and the Fundamental Representations shall be true and correct in all material respects, in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct in all material respects only as of such other specified date).

(d) Seller shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(e) Reserved.

(f) There shall not have occurred any Seller Material Adverse Effect.

(g) As of immediately prior to the Closing, at least 80% of the Persons set forth on Schedule 8.02(g) continue to be employed by or acting as a consultant to Seller or any of its Subsidiaries.

(h) All Liens relating to the Purchased Assets shall have been released in full, other than Permitted Liens that will be removed or released upon the Closing by operation of the Sale Order, and Seller shall have delivered to Buyer written evidence, in form satisfactory to Buyer in its sole discretion, of the release of such Liens.

(i) Buyer shall have received a certificate from Seller, dated the Closing Date and signed by a duly authorized officer of Seller, that each of the conditions set forth in Section 8.02(c), Section 8.02(d) and Section 8.02(f) have been satisfied (the "**Seller's Closing Certificate**").

(j) Buyer shall have received a certificate of an authorized officer of Seller certifying that attached thereto are true, correct and complete copies of all resolutions adopted by the board of directors of Seller authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby and thereby.

(k) Buyer shall have received a certificate of an authorized officer of Seller certifying the names and signatures of the officers of Seller authorized to sign this Agreement, the Ancillary Documents and the other documents to be delivered hereunder and thereunder.

(l) The Bankruptcy Court shall have entered an order, which may be the Sale Order, providing for the assumption and assignment of all Assigned Contracts to which Seller and any Essential Counterparty are parties, and such order shall have become a Final Order.

(m) Seller shall have delivered to Buyer a complete and unredacted copy of the Stalking Horse APA Disclosure Schedules.

Section 8.03 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or Seller's waiver, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties made by Buyer in this Agreement shall be true and correct in all respects, in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations and warranties to be true and correct would not have a Buyer Material Adverse Effect.

(b) Buyer shall have duly performed and complied in all material respects with all agreements, covenants and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

(c) Seller shall have received a certificate, dated the Closing Date and signed by a duly authorized officer of Buyer, that each of the conditions set forth in Section 8.03(a) and Section 8.03(b) have been satisfied (the "**Buyer's Closing Certificate**").

(d) Buyer shall have delivered such other documents and deliveries set forth in Section 3.02(b).

ARTICLE IX
TERMINATION

Section 9.01 Termination. This Agreement may be terminated at any time prior to the Closing:

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

(b) by Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any

representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VIII and such breach, inaccuracy or failure is incapable of being cured by the End Date or if curable by the End Date, has not been cured by Seller within the earlier of (A) ten days of Seller's receipt of written notice of such breach from Buyer and (B) five Business Days prior to the End Date; or

(ii) the Closing has not occurred on or before October 15, 2026 (the "**End Date**"), unless the failure to close by such date shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by Buyer prior to the Closing;

(c) by Seller by written notice to Buyer if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in ARTICLE VIII and such breach, inaccuracy or failure is incapable of being cured by the End Date or if curable by the End Date, has not been cured by Buyer within the earlier of (A) ten days of Buyer's receipt of written notice of such breach from Seller and (B) five Business Days prior to the End Date; or

(ii) the Closing has not occurred on or before the End Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing;

(d) by Buyer or Seller in the event that (i) there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or (ii) any Governmental Authority shall have issued a Governmental Order restraining or enjoining the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable;

(e) by Buyer, if (i) Seller or any Affiliate of Seller seeks or otherwise takes material steps in furtherance of, or does not use commercially reasonable efforts to oppose any other Person in seeking, an order of the Bankruptcy Court dismissing the Chapter 11 Case or converting it to a case under Chapter 7 of the Bankruptcy Code, (ii) Seller or any Affiliate of Seller seeks or otherwise takes material steps in furtherance of, or does not use commercially reasonable efforts to oppose any other Person in seeking, the entry of an order by the Bankruptcy Court appointing a trustee in the Chapter 11 Case or an examiner with enlarged powers relating to the operation of the Business, (iii) the Bankruptcy Court abstains from hearing the Chapter 11 Case (or any subsequent chapter 7 case), (iv) the Bankruptcy Court orders, for any reason, an order of a type identified in clauses (i) through (iii) above, or (v) the Bankruptcy Court enters an order pursuant to Section 362 of the Bankruptcy Code lifting the automatic stay with respect to any material Purchased Assets;

(f) by Buyer, if (i) following entry by the Bankruptcy Court of the Bidding Procedures Order, such order is (A) amended, modified or supplemented in any manner adverse to Buyer without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay such that the Bidding Procedures Order is not in full force and effect as of the date set forth in Section 9.01(g) below or (ii) following entry by the Bankruptcy Court of the Sale Order, the Sale Order is (A) amended, modified or supplemented in any manner adverse to Buyer without Buyer's prior written consent or (B) voided, reversed or vacated or is subject to a stay such that the Sale Order is not in full force and effect as of the date set forth in Section 9.01(g) below;

(g) by Buyer, if (i) the Bankruptcy Court shall not have entered the Bidding Procedures Order on or before the earlier of seven Business Days after the Petition Date, as such date may be extended by mutual agreement of Seller and Buyer or (ii) an order of any court in any jurisdiction shall be entered relating to the Chapter 11 Case of Seller (x) staying for a period in excess of 10 days, vacating or reversing the Bidding Procedures Order or (y) materially amending, supplementing or otherwise modifying the Bidding Procedures Order in a manner that results in the Bidding Procedures Order no longer being reasonably acceptable to Buyer;

(h) by Buyer, if the Bankruptcy Court shall not have entered the Sale Order on or before the date that is 50 days after entry of the Bidding Procedures Order, or following entry thereof such order shall have been voided, reversed, vacated or made subject to a stay;

(i) by Buyer, if the Bidding Procedures Order is entered by the Bankruptcy Court and the Auction is not held on or before the date that is 42 days after entry of the Bidding Procedures Order, unless an Auction is not required to be held pursuant to the terms of the Bidding Procedures;

(j) by Buyer, if Seller withdraws or seeks authority to withdraw the Sale Motion; provided, however that this subsection shall not apply to any amendment of the Sale Motion by Seller in a manner that is not inconsistent with this Agreement;

(k) by Buyer, if Buyer is not selected as Successful Bidder or the Backup Bidder following the conclusion of the Auction;

(l) automatically, upon the consummation of a Competing Transaction;

(m) by Buyer, upon the occurrence of any event of default arising out of, in respect of or in connection with any DIP Order that has not been cured (if susceptible to cure under the terms of any DIP Order) or waived by any DIP lender in accordance with the terms of any such DIP Order;

(n) by Buyer or Seller, if the Bankruptcy Court enters an order denying approval of the Sale Order and such order shall have become a Final Order; or

(o) automatically, upon the consummation of a Plan Sponsor Alternative with respect to the Acquired Assets.

Section 9.02 Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any Party except:

(a) as set forth in this ARTICLE IX and ARTICLE X hereof; and

(b) that nothing herein shall relieve any Party from liability for any breach of any provision hereof.

ARTICLE X
MISCELLANEOUS

Section 10.01 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing (including electronic mail ("**e-mail**") transmission (to the extent that no "bounce back" or similar message indicating non-delivery is received with respect thereto)) and shall be deemed to have been 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 10.01):

if to Buyer, to:

PTC Therapeutics, Inc.
500 Warren Corporate Center Drive
Warren, NJ 07059
Attention: Chief Legal Officer
E-mail: legal@ptcbio.com

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

Wilmer Cutler Pickering Hale and Dorr LLP
7 World Trade Center
250 Greenwich Street
New York, New York 10007
Attention: Brian A. Johnson; George W. Shuster, Jr.
E-mail: brian.johnson@wilmerhale.com; george.shuster@wilmerhale.com

if to Seller prior to the Closing Date, to:

Sangamo Therapeutics, Inc.
7000 Marina Blvd

Brisbane, CA 94005
Attention: Chief Legal Officer
E-mail: swilloughby@sangamo.com

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

Cooley LLP
55 Hudson Yards
New York, NY 10001

Attention: Cullen Speckhart
Lauren Reichardt
Lindsey O'Crump Crow

Email: cspeckhart@cooley.com
lreichardt@cooley.com
locrump@cooley.com

Section 10.02 No Survival of Representations and Warranties. The representations and warranties contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Closing Date. Each of Seller and Buyer 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.

Section 10.03 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 10.04 Entire Agreement. This Agreement and the Ancillary 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 Ancillary Documents, the Exhibits and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 10.05 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 10.06 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.

Section 10.07 Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

(b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other Party, except that Buyer may transfer or assign its respective rights and obligations under this Agreement, in whole or from time to time in part, (i) to one or more of its Affiliates at any time, or (ii) as collateral to any financing sources at any time; provided that such transfer or assignment shall not relieve Buyer of its obligations hereunder or enlarge, alter or change any obligation of any other Party or due to Buyer or Seller (including the Milestone Payment(s)); provided, further, that in no event shall Seller assign any of its rights or obligations under this Agreement unless Seller also assigns all of its rights and obligations under all Ancillary Agreements to which it is party to the same assignee.

Section 10.08 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the Parties) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 10.09 Amendment and Waivers.

(a) Any provision of this Agreement may be amended or waived prior to the Closing Date if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

Section 10.10 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THE INTERNAL LAWS OF THE STATE OF DELAWARE SHALL GOVERN, WITHOUT REGARD TO THE LAWS OF ANY OTHER JURISDICTION THAT MIGHT BE APPLIED BECAUSE OF CONFLICTS OF LAWS PRINCIPLES OF THE STATE OF DELAWARE.

(b) THE PARTIES AGREE THAT, DURING THE PERIOD FROM THE DATE HEREOF UNTIL THE DATE ON WHICH THE CHAPTER 11 CASE IS CLOSED

OR DISMISSED (THE "**BANKRUPTCY PERIOD**"), ANY SUIT, ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISION OF, OR BASED ON ANY MATTER ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE BROUGHT EXCLUSIVELY IN THE BANKRUPTCY COURT. THE PARTIES FURTHER AGREE THAT, FOLLOWING THE BANKRUPTCY PERIOD, ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE BROUGHT AGAINST ANY OF THE PARTIES EXCLUSIVELY IN EITHER THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR ANY STATE COURT OF THE STATE OF DELAWARE AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF SUCH COURT (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) AND, DURING THE BANKRUPTCY PERIOD, THE BANKRUPTCY COURT (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING, AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN SUCH COURTS OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING MAY BE SERVED ON ANY PARTY ANYWHERE IN THE WORLD, WHETHER WITHIN OR WITHOUT THE JURISDICTION OF THE BANKRUPTCY COURT, THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE OR ANY STATE COURT OF THE STATE OF DELAWARE. WITHOUT LIMITING THE FOREGOING, EACH PARTY AGREES THAT SERVICE OF PROCESS ON SUCH PARTY IN THE MANNER AS PROVIDED IN SECTION 10.01 FOR NOTICES SHALL BE DEEMED EFFECTIVE SERVICE OF PROCESS ON SUCH PARTY.

(c) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 10.11 Specific Performance. The Parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof, that money damages or other legal remedies would not be an adequate remedy for any such damage, and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof (without proof of damages) in any federal court located in the State of Delaware or any Delaware state court, in addition to any other remedy to which they are entitled at law or in equity. Each party agrees that no other party or Person shall be required to obtain, furnish, post or provide any bond or other security or instrument in connection with any remedy referred to in this Section 10.11, and each party irrevocably waives any right that it may have to require the obtaining, furnishing, posting or provision of any such bond or other security or instrument. If, prior to the End Date, any party brings any action, suit or proceeding in accordance with this Section 10.11 to enforce specifically the performance of the terms and provisions hereof by any other party, the End

Date shall automatically be extended by (i) the amount of time during which such action, suit or proceeding is pending, plus 20 Business Days or (ii) such other time period established by the court presiding over such action, suit or proceeding, as the case may be.

Section 10.12 Counterparts; Effectiveness. This Agreement may be signed manually or by facsimile or other electronic transmission by the parties (including in .pdf, .tiff, .jpg or similar format), in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by all of the other Parties. Until and unless each party has received a counterpart hereof signed by the other Party, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

Section 10.13 No Recourse.

(a) Notwithstanding anything in this Agreement or in any other Ancillary Document, the Parties hereby acknowledge and agree that, except to the extent a Person is a named party to this Agreement, and then only to the extent of the specific obligations of such Parties set forth in this Agreement, no Person, including any current, former or future director, officer, employee, incorporator, member, manager, partner, investor, shareholder, agent, Representative, or Affiliate of any (collectively, the "**Non-Recourse Parties**"), shall have any liability hereunder or in connection herewith, and each Party shall have no recourse against, any Non-Recourse Party or any other Person other than the other Party in connection with any liability, claim or cause of action arising out of, or in relation to, this Agreement, any other Ancillary Document or the transactions contemplated hereby and thereby, other than in the case of fraud.

(b) Effective as of the Closing, except for any rights or obligations under this Agreement and the other Ancillary Documents, each of Seller and Buyer (each a "**Releasing Party**"), to the fullest extent permissible under the Law, mutually releases and discharges each other Releasing Party and such Releasing Parties' respective current and former predecessors, successors, Affiliates (regardless of whether such interests are held directly or indirectly), assigns, subsidiaries, direct and indirect equity holders, funds, portfolio companies, management companies, current, and former directors, officers, members, employees, partners, managers, independent contractors, agents, representatives, principals, professionals, consultants, financial advisors, attorneys, accountants, investment bankers, advisory board members, investment advisors, and other professionals, each in their capacity as such (collectively, in such capacity, the "**Released Parties**" and each a "**Released Party**"), from any and all claims, interests, obligations, rights, suits, damages, causes of action, remedies, and liabilities of every kind, nature and description whatsoever, which such Releasing Party ever had, now has or may have on or by reason of any matter, cause or thing, including any derivative claims that such Releasing Party (or someone on its behalf) would have been legally entitled to assert, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of a holder of any claim against a Releasing Party, based on or relating to, or in any manner arising from, in whole or in part,

Seller, the purchase, sale, or rescission of Seller, the subject matter of, or the transactions or events giving rise to, any claim, Seller's in- or out-of-court restructuring efforts, intercompany transactions, the transactions contemplated hereby, entry into this Agreement, the Chapter 11 Case, the formulation, preparation, dissemination, negotiation, filing, or consummation of the transactions contemplated hereby, this Agreement, or any restructuring transaction, Contract, instrument, release, or other agreement or document created or entered into in connection with the transactions contemplated hereby, this Agreement, the filing of the Chapter 11 Case, the pursuit of the transactions contemplated hereby, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Closing Date related or relating to the foregoing; provided, however, that notwithstanding the foregoing, no claims of Buyer arising under or related to that certain License Agreement between Buyer and Seller dated as of December 18, 2024, as amended from time to time, shall be released or discharged pursuant to this Section 10.13.

(c) By its receipt of the Purchase Price hereunder, Seller shall have received reasonably equivalent value for the Purchased Assets sold or otherwise conveyed to the Buyer under this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

PTC THERAPEUTICS, INC.

By: _____
Name: Mark E. Boulding
Title: Executive Vice President and Chief Legal Officer

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SANGAMO THERAPEUTICS, INC.

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

Exhibit B

Fabry Assets Sale Order

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

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

ORDER (A) AUTHORIZING THE SALE OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (B) APPROVING ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED CONTRACTS; AND (C) GRANTING RELATED RELIEF

Upon the motion, dated June 23, 2026, of the debtor and debtor in possession Sangamo Therapeutics, Inc. ("**Debtor**") for entry of an order ("**Order**"), pursuant to sections 105(a), 363, and 365 of Title 11 of the United States Code ("**Bankruptcy Code**") and Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure ("**Bankruptcy Rules**"), (a) authorizing and approving the sale of the Purchased Assets, free and clear of all liens, claims, interests, and encumbrances ("**Sale**"), in accordance with the terms and conditions contained in that certain Asset Purchase Agreement, dated as of August [12], 2026, by and between Sangamo Therapeutics, Inc. and PTC Therapeutics, Inc. ("**Buyer**") attached hereto as **Exhibit A** (with the exhibits and schedules thereto, and as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms, "**Purchase Agreement**");[2] (b) authorizing and approving the assumption and assignment of certain executory contracts ("**Assigned Contracts**"); (c)authorizing the Debtor to take all actions necessary to consummate the transactions contemplated by the

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 501 Canal Blvd., Ste A100, Richmond, CA 94804.

[2] Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to such terms in the Sale Motion, the Bidding Procedures Order, or the Purchase Agreement, as applicable.

Purchase Agreement;[3] and (d) granting related relief [D.I. 13] ("**Sale Motion**"); and this Court having entered the *Order (A) Approving Bidding Procedures for the 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 Forms and Manner of Notice Thereof, and (F) Granting Certain Related Relief* [D.I. 122] ("**Bidding Procedures Order**" and the bidding procedures annexed thereto, "**Bidding Procedures**"); and the Debtor having determined that the Buyer submitted the highest or otherwise best bid for the Purchased Assets (as defined in the Purchase Agreement), in accordance with the Bidding Procedures, and this Court having held a hearing on September 10, 2026 ("**Sale Hearing**") to approve the Sale; and this Court having reviewed and considered (i) the Sale Motion; (ii) the objections to the Sale Motion and Sale (if any); (iii) all other filings submitted in support of the Sale Motion, including, without limitation, the *Declaration of Geoffrey Richards in Support of Debtor's Bidding Procedures Motion*, dated June 23, 2026 [D.I. 14], and the *Declaration of Geoffrey Richards in Support of the Sale of the Purchased Assets,* dated August [●], 2026; and (iv) the arguments of counsel made, and the evidence proffered or adduced at the Sale Hearing in connection with the Sale Motion; and due notice of the Sale Motion, the Sale Hearing, and the form of this Order having been provided; and all objections to the Sale Motion and this Order having been withdrawn, resolved or overruled; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtor, its bankruptcy estate, creditors and all other parties in interest; and upon the record of the Sale Hearing and the Chapter 11 Case; and after due deliberation thereon; and good cause appearing therefore,

[3] A copy of the Purchase Agreement (without schedules) is attached as **Exhibit A** hereto.

THE COURT HEREBY FINDS AS FOLLOWS:

A. The findings and conclusions set forth herein constitute the 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.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter 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 matter is a core proceeding pursuant to 28 U.S.C. § 157(b) and this Court may enter a final order on the Sale Motion under Article III of the United States Constitution.

C. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

D. The statutory predicates for the relief requested by the Sale Motion are sections 105, 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014 and Rules 2002-1, 6004-1, 9006-1, and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware ("**Local Rules**").

Final Order

E. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and 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 and the prompt consummation of the Sale contemplated

by the Purchase Agreement, and expressly directs entry of judgment as set forth herein. Accordingly, there is sufficient cause to waive the stay imposed by Bankruptcy Rules 6004(h) and 6006(d) with regard to this Order and the Sale, including the assumption and assignment of Assigned Contracts.

Notice of Sale, Assumption and Assignment of Assigned
Contracts and Related Cure Costs, Sale Hearing and Bidding Procedures Order

F. As evidenced by the affidavits of service and proof of publication previously filed with the Court [D.I. 180, 185, and 193], and based upon the representations of counsel at the Sale Hearing, due, proper, timely, adequate and sufficient notice of the Sale Motion, the Sale (and related the Purchase Agreement), the Bidding Procedures Order (and related Bidding Procedures), the Auction, the Sale Hearing, the Notice of Successful Bidder [D.I. 290], and this Order, has been provided to all interested parties entitled to notice in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 9006, 9007, and 9014, and Local Rules 2002-1 and 6004-1. The aforementioned notices are good, sufficient and appropriate under the circumstances, and no other or further notice of the Sale Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the Purchase Agreement, the Sale and/or this Order is or shall be required.

G. In accordance with the provisions of the Bidding Procedures Order, and as evidenced by the affidavits of service previously filed with the Court [D.I. 185, 285, 374], the Debtor has served a notice of its intent to assume and assign the Assigned Contracts and of the Cure Costs upon each counterparty to an Assigned Contract. The service and provision of such notice was good and sufficient and appropriate under the particular circumstances, and no other or further notice of the assumption and assignment of the Assigned Contracts and/or the Cure Costs is or shall be required. Each of the counterparties to the Assigned Contracts has had an adequate

opportunity to object to the Cure Costs and to the assumption and assignment to the Buyer of the applicable Assigned Contracts, including objections related to the provision of adequate assurance of future performance and objections based on whether applicable law excuses the counterparty from accepting performance by, or rendering performance to, the Buyer (or its designee) without the consent of the counterparty for purposes of Bankruptcy Code section 365(c)(1). All objections, responses, or requests for adequate assurance, if any, have been resolved, overruled, or denied, as applicable.

H. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion and provided in this Order was afforded to all parties in interest.

Compliance with Bidding Procedures Order

I. As demonstrated by the evidence proffered or adduced, and the representations of counsel at the Sale Hearing, the Debtor has complied in all material respects with the Bidding Procedures Order. The Debtor and its professionals have adequately and appropriately marketed the Purchased Assets in compliance with the Bidding Procedures and the Bidding Procedures Order and in accordance with the Debtor's fiduciary duties.

J. The Bidding Procedures afforded adequate notice and a full, fair, and reasonable opportunity for any party to make a higher or better offer to purchase the Purchased Assets. The Debtor conducted the sale process without collusion and in accordance with the Bidding Procedures.

K. The Buyer is the Successful Bidder, and the Purchase Agreement is the Successful Bid for the Purchased Assets in accordance with the Bidding Procedures Order. The Purchase Agreement constitutes the overall highest and best offer for the Purchased Assets. No other person or entity or group of persons or entities has offered to purchase the Purchased Assets, on acceptable or more favorable terms, for an amount that would give greater economic value to the Debtor than

the value being provided by the Buyer pursuant to the Purchase Agreement. The Buyer has complied in all material respects with the Bidding Procedures Order and all other applicable orders of this Court in negotiating and entering into the Purchase Agreement. The Sale and the Purchase Agreement likewise comply with the Bidding Procedures Order and all applicable orders of the Court.

Corporate Authority

L. Upon entry of this Order: the Debtor (a) has full corporate power and authority to execute and deliver the Purchase Agreement, and all other documents contemplated thereby (collectively, "**Transaction Documents**"); (b) has all of the necessary corporate power and authority necessary to authorize and approve the Purchase Agreement and any other Transaction Documents and consummate the Sale; (c) has taken all corporate action and formalities necessary to authorize and approve the Purchase Agreement, any other Transaction Documents, and the consummation of the Sale contemplated thereby; and (d) subject to entry of this Order, needs no consents or approvals (including any consents or approvals from any non-debtor parties) to consummate the Sale.

Business Judgment; Best Interests

M. The Purchase Agreement, including the form and the total consideration to be realized by the Debtor thereunder, (a) constitutes the highest or otherwise best offer received by the Debtor for the Purchased Assets; (b) is fair and reasonable; and (c) is in the best interests of the Debtor, its bankruptcy estate, its creditors and all other parties in interest.

N. The Debtor has demonstrated good, sufficient, and sound business reasons and justifications for entry into, and compelling circumstances to promptly consummate, the Sale and the other transactions contemplated by the Transaction Documents. Entry into the Transaction Documents, and the consummation of the transactions contemplated thereby, including the Sale,

and the assumption and assignment of the Assigned Contracts, constitutes a reasonable exercise of the Debtor's sound business judgment and such acts are in the best interests of the Debtor, its bankruptcy estate, and all parties in interest. Such business reasons include, but are not limited to, the following: (a) the Purchase Agreement constitutes the highest or best offer for the Purchased Assets; (b) the Sale presents the best opportunity with respect to the Purchased Assets to maximize the value of the Debtor's bankruptcy estate, is beneficial to the Debtor's bankruptcy estate and is in the best interests of the Debtor and its stakeholders; (c) the terms and conditions of the Purchase Agreement are fair and reasonable; and (d) unless the Sale and all of the other transactions contemplated by the Transaction Documents are concluded expeditiously as provided in the Sale Motion, recoveries to stakeholders will be diminished.

Good Faith of Buyer

O. The Transaction Documents were negotiated, proposed and entered into by the Debtor and the Buyer without collusion, in good faith, and are the product of an arm's-length negotiation. None of the Debtor, the Buyer, any other party in interest, or any of their respective representatives has engaged in any conduct that would cause or permit the Transaction Documents, or the consummation of the Sale, to be avoidable or avoided, or for costs or damages to be imposed, under section 363(n) of the Bankruptcy Code, or has acted in bad faith or in any improper or collusive manner with any person or entity in connection therewith. Specifically, the Buyer has not acted in a collusive manner with any person or entity, and the Purchase Price was not controlled by any agreement among bidders. 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 such term is defined under section 101(31) of the Bankruptcy Code.

P. The Buyer is a good faith purchaser for value and, as such, is entitled to all of the

protections afforded under section 363(m) of the Bankruptcy Code and any other applicable or similar bankruptcy and non-bankruptcy law. The Buyer has acted in good faith and in compliance with the terms of the Bidding Procedures Order and the Bidding Procedures in all respects. Specifically: (a) the Buyer recognized that the Debtor was free to deal with any other party interested in purchasing the Purchased Assets; (b) the Buyer complied in all respects with the provisions of the Bidding Procedures Order; (c) the Buyer agreed to subject its bid to the competitive Bidding Procedures and related Auction process set forth in the Bidding Procedures Order; (d) all payments to be made by the Buyer pursuant to the Purchase Agreement have been disclosed; (e) no common identity of directors, officers or controlling stockholders exists among the Buyer and the Debtor; (f) the negotiation and execution of the Transaction Documents were at arm's-length and in good faith, and at all times each of the Buyer and the Debtor were represented by competent counsel of their choosing; (g) the Buyer did not in any way induce or cause the filing of the Chapter 11 Case; and (h) the Buyer has not acted in a collusive manner with any person or entity. The Buyer is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Purchase Agreement in accordance with the terms thereof and as set forth in this Order.

No Fraudulent Transfer

Q. The consideration provided by the Buyer for the sale of the Purchased Assets pursuant to the Purchase Agreement was negotiated at arm's length, in good faith and without collusion or fraud, and constitutes reasonably equivalent value and fair consideration under the Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, the Bankruptcy Code, and any other applicable laws and may not be avoided under the Bankruptcy Code or under any other laws of the United States and any state, territory, or possession thereof, including the District of Columbia, or any other applicable laws. The

Transaction Documents were not entered into for the purpose of hindering, delaying, or defrauding creditors of the Debtor, and neither the Debtor nor the Buyer entered into the Transaction Documents fraudulently or otherwise improperly for the purposes of statutory and common law fraudulent conveyance and fraudulent transfer claims under the Bankruptcy Code, the laws of the United States and any state, territory, or possession thereof, including the District of Columbia, or any other applicable laws. The Purchase Agreement represents a fair and reasonable offer to purchase the Debtor's assets under the circumstances of this Chapter 11 Case. No person or entity or group of persons or entities has validly offered to acquire the Purchased Assets for an amount that would provide greater value to the Debtor's bankruptcy estate than the Buyer.

Free and Clear Transfers

R. The transfers of the Purchased Assets to the Buyer will be legal, valid, and effective transfers of the Purchased Assets, and will vest the Buyer with all right, title, and interest of the Debtor to and in the Purchased Assets free and clear of all claims (including, without limitation, "claims" as defined in section 101(5) of the Bankruptcy Code), liens (including, without limitation, any statutory liens on real and personal property and any and all "liens" as that term is defined and used in the Bankruptcy Code and the Purchase Agreement), liabilities, interests, rights, obligations, and encumbrances of any kind or nature whatsoever against the Debtor or the Purchased Assets arising any time prior to the Closing Date (other than the Assumed Liabilities or the Permitted Liens, other than such Permitted Liens as will be removed or released upon the Closing by operation of this Order), including, without limitation, the following: rights, suits, demands, guaranties, licenses and sublicenses (including, without limitation, any rights of licensees or sublicensees under section 365(n) of the Bankruptcy Code or any similar statute), 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, all DIP Obligations (as defined in the Interim DIP Order [D.I. 176]), instruments, leases, options, option rights or claims, deeds of trust, security interests, equity interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, offsets, rights of setoff (except to the extent validly exercised prepetition), rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, product liability claims, alter-ego claims, environmental rights and claims, labor rights and claims, employment rights and claims, pension rights and claims, employee benefits rights and claims, wage claims, tax claims (including, without limitation, claims for taxes of or against the Debtor or its assets), assessments, assertions of regulatory violations by any governmental entity, decrees of any 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, contractual or other commitment rights and claims, the costs and expenses of the administration of the Debtor's bankruptcy estate, all other matters of any kind and nature, any derivative, vicarious, transferee or successor liability claims, and any other rights, claims or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the commencement of this Chapter 11 Case, 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, legal or equitable, secured or unsecured, senior or subordinated, and whether imposed by agreement, understanding, law, equity or otherwise, arising under or out of, in connection with, or in any way related to the Debtor (or its predecessors), the Debtor's

interests in the Purchased Assets, the operation of the Debtor's business before the Closing Date, or the transfer of the Debtor's interests in the Purchased Assets to Buyer, and of all Excluded Liabilities (collectively, and excluding any Assumed Liabilities or Permitted Liens, "**Interests**").

S. With respect to any party holding an Interest, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Holders of an Interest in the Purchased Assets: (a) have, subject to the terms and conditions of this Order or the Bidding Procedures Order, consented to the Sale or are deemed to have consented; (b) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or (c) otherwise fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. Those holders of Interests with actual or constructive notice that did not object or withdrew objections to the Sale and entry of this Order are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. The Interests of all holders of liens on the Purchased Assets are adequately protected, thereby satisfying section 363(e) of the Bankruptcy Code; provided that such liens, including any liens relating to any DIP Order, shall attach solely to the proceeds of the Sale in the order of their priority, and with the same validity, extent, nature, perfection, force and effect that they have against such Purchased Assets immediately prior to consummation of the Sale.

T. The inability to transfer the Purchased Assets free and clear of all Interests would adversely impact the Debtor's efforts to maximize the value of its bankruptcy estate with respect to the Purchased Assets, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Interests would be of substantially less benefit to the Debtor's bankruptcy estate. The prohibition set forth in this Order against creditors and third parties pursuing Interests in or with respect to the Purchased Assets is necessary to induce the Buyer to

close on the Sale, and the issuance of such relief is therefore necessary to avoid irreparable injury to the Debtor's bankruptcy estate and is in the best interests of the Debtor's estate, creditors and all parties in interest.

No Successor Liability

U. The Buyer is not, shall not be deemed to be, and will not be, a continuation of the Debtor, its bankruptcy estate or any of the Debtor's subsidiaries by virtue of the Sale and/or the Buyer's ownership and operation of the Purchased Assets following consummation of the Sale. The Buyer is not, and shall not be deemed to be, holding itself out to the public as a continuation of the Debtor, its bankruptcy estate or any of the Debtor's subsidiaries or the enterprise(s) of the Debtor or any of its subsidiaries. The Sale does not amount to, and shall not be deemed to be, a consolidation, merger, or de facto merger of the Buyer and the Debtor, its bankruptcy estate or any of its subsidiaries. The Buyer is not, and shall not be deemed to be, a successor to the Debtor, its bankruptcy estate or any of the Debtor's subsidiaries by reason of any theory of law or equity.

V. The Buyer has given substantial consideration under the Purchase Agreement, which consideration shall constitute valid and valuable consideration for the releases of any potential claims of successor liability against the Buyer and which shall be deemed to have been given in favor of the Buyer by all holders of Interests in or against the Debtor, or the Purchased Assets.

W. The Buyer would not have entered into the Purchase Agreement and the other Transaction Documents and would not consummate the Sale contemplated thereby, including the assumption and assignment of the Assigned Contracts, if (a) the transfer of the Purchased Assets were not free and clear of all Interests, including, without limitation, rights or claims based on any successor or transferee liability of any kind or nature whatsoever (except as expressly set forth in

the Purchase Agreement or this Order with respect to Assumed Liabilities or Permitted Liens), and (b) the Buyer would, or in the future could, be liable for any such Interest. The Buyer will not consummate the transactions contemplated by the Purchase Agreement and the other Transaction Documents, including the Sale and the assumption and assignment of the Assigned Contracts, unless this Court expressly orders that neither the Buyer nor its affiliates, present or contemplated members or shareholders, or the Purchased 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 Interest.

X. The Buyer would not have entered into the Purchase Agreement and would not acquire the Purchased Assets but for the protections against potential claims based upon successor liability, transferee or vicarious liability, de facto merger, or theories of similar effect that are set forth in this Order.

Y. Except as set forth in the Purchase Agreement and this Order, the (a) transfer of the Purchased Assets to the Buyer and (b) assignment to the Buyer of the Assigned Contracts will not subject the Buyer to any liability whatsoever, including, without limitation, with respect to the operation of the Debtor's business or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity including any laws affecting antitrust, successor, transferee or vicarious liability.

Validity of Transfers

Z. The Purchased Assets constitute property of the Debtor's bankruptcy estate and good title to the Purchased Assets is vested in the Debtor's bankruptcy estate within the meaning of section 541(a) of the Bankruptcy Code. The Debtor is the sole and lawful owner of the

Purchased Assets, and no other person or party has any ownership right, title or interest therein.

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

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, its estate, and any successor(s) in interest in accordance with its terms. The Purchase Agreement, the Sale, and the consummation thereof shall be specifically enforceable against and binding (without posting any bond) upon 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.

Assumption and Assignment of Assigned Contracts

CC. The assumption and assignment of the Assigned Contracts pursuant to the Contract Assumption/Rejection Notice, the terms of this Order and the Purchase Agreement is integral to the Sale contemplated by the Purchase Agreement, enhances the value of the Debtor's estate, does not constitute unfair discrimination and is in the best interests of the Debtor, its bankruptcy estate and creditors, and all other parties in interest, and represents a reasonable exercise of the Debtor's sound and prudent business judgment.

DD. To the extent applicable, and upon payment of the applicable Cure Costs (if any), the Debtor and the Buyer have (a) cured, or have provided adequate assurance of cure, of any

default existing prior to the date hereof under any of the Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code; and (b) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The Buyer has provided adequate assurance of future performance of and under the Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

EE. Any party who asserts that its consent to assignment of any Assigned Contracts is required pursuant to section 365(c) of the Bankruptcy Code as a condition to the effectiveness of the assignment and failed to timely file an objection to assumption and assignment of its Assigned Contract is deemed to have consented to the assignment of its Assigned Contract.

FF. With respect to all Assigned Contracts, the Debtor is entitled to the protections of section 365(k) of the Bankruptcy Code as of the Closing Date.

Compelling Circumstances for Immediate Sale

GG. To maximize the value of the Purchased Assets, it is essential that the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts, occur within the time period set forth in the Purchase Agreement. Time is of the essence in consummating the transactions contemplated by the Purchase Agreement, including the Sale, and the assumption and assignment of the applicable Assigned Contracts. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

HH. The Debtor has demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the immediate approval and consummation of the

transactions contemplated by the Purchase Agreement, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts prior to, and outside of, a chapter 11 plan because, among other things, the Debtor's bankruptcy estate will suffer irreparable harm if the relief requested in the Sale Motion is not granted on an expedited basis. The Sale does not (a) impermissibly restructure the rights of the Debtor's creditors or equity interest holders; (b) impair or circumvent voting rights with respect to any future plan proposed by the Debtor; (c) impermissibly dictate a plan of reorganization or liquidation for the Debtor; or (d) classify claims or equity interests, compromise controversies, or extend debt maturities. The Sale, therefore, does not constitute an impermissible *sub rosa* chapter 11 plan or an element of such plan for the Debtor.

Legal and Factual Bases Establish Cause

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

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

Approval of the Sale of the Purchased Assets

1. The Sale Motion is granted, as provided herein, and entry into and performance under, and in respect of, the Purchase Agreement, and the consummation of the transactions contemplated thereby, including, without limitation, the Sale and the assumption and assignment of the Assigned Contracts are authorized and approved. The Debtor is authorized to enter into the Sale, the Purchase Agreement, the Transaction Documents, and the transactions contemplated by the Transaction Documents, in each case as set forth in this Order.

2. This Court's findings of fact and conclusions of law set forth in the Bidding Procedures Order are incorporated herein by reference.

3. Objections to the Sale Motion, if any, or the relief requested therein, the Transaction

Documents, the Sale, the entry of this Order, or the relief granted herein that have not been withdrawn are denied and overruled on the merits with prejudice. All withdrawn objections are deemed withdrawn with prejudice. Those parties who did not object to the Sale Motion or the entry of this Order in accordance with the Bidding Procedures Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including, without limitation, pursuant to sections 363(f)(2) and 365(c) of the Bankruptcy Code.

4. The Purchase Agreement and the transactions contemplated thereby, including, without limitation, the Sale and the assumption and assignment of Assigned Contracts, and the terms and conditions thereof, are approved. The failure to specifically include any provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision. The Debtor is hereby authorized to enter into and consummate the Purchase Agreement and any other Transaction Documents.

5. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtor (and its officers, employees and agents) is hereby authorized to take any and all actions necessary, appropriate or reasonably requested by the Buyer to (a) perform, consummate, implement, close and take any action contemplated by the Purchase Agreement and the Sale, including, without limitation, the sale to the Buyer of the Purchased Assets, in accordance with the terms and conditions set forth in the Purchase Agreement and this Order; (b) transfer and assign all rights, titles and interests (including common law rights) to the Purchased Assets to Buyer in accordance with and subject to the terms and conditions of the Transaction Documents; and (c) issue, execute, deliver, file and record, as appropriate, the Transaction Documents and such other contracts, instruments, releases, deeds, bills of sale, assignments, or other agreements, and to perform such other acts as are consistent with, and necessary or appropriate to, implement, effectuate and

consummate the Purchase Agreement, the other Transaction Documents and this Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court. Without limiting the generality of the foregoing, this Order shall constitute all approvals and consents required by this Court with respect to the implementation and consummation of the Purchase Agreement, the other Transaction Documents (including the Transition Service Agreement) and this Order and the transactions contemplated thereby and hereby. The transfer of the Purchased Assets to the Buyer pursuant to the Transaction Documents does not require any consents other than those specifically provided for in the Purchase Agreement or as provided for herein.

6. The Debtor is further authorized to pay, without further order of this Court, whether before, at, or after the Closing Date, any reasonable expenses or costs that are required to be paid to consummate the Sale and perform its obligations under the Purchase Agreement.

Transfer of the Purchased Assets Free and Clear

7. Pursuant to section 363(b) and (f) of the Bankruptcy Code, the sale of the Purchased Assets to the Buyer free and clear of all Interests is approved in all respects, with all such Interests attaching to the proceeds of the Sale in accordance with the terms of this Order and any DIP Order. At Closing, pursuant to the Purchase Agreement, all of the Debtor's right, title, and interest in and to, and possession of the Purchased Assets shall be immediately vested in Buyer pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code free and clear of any and all Interests. Such transfer shall constitute a legal, valid, binding and effective transfer of, and shall vest Buyer with good and marketable title to, the Purchased Assets.

8. The automatic stay imposed by section 362 of the Bankruptcy Code is modified to the extent necessary to implement the Sale and the other provisions of this Order; provided, however, that this Court shall retain exclusive jurisdiction over any and all disputes with respect

thereto. Buyer shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its rights or remedies under the Purchase Agreement or any other Transaction Document.

9. Upon entry of this Order, all persons and/or entities that currently, or on the date the Sale closes may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets directly to the Buyer or its designee(s) on the Closing Date or at such time thereafter as the Buyer may request.

10. Subject to the terms, conditions, and provisions of this Order, all persons and entities are hereby forever prohibited, enjoined and barred from taking any action that would adversely affect or interfere, or that would be inconsistent (a) with the ability of the Debtor to sell and transfer the Purchased Assets to the Buyer free and clear of all Interests in accordance with the terms of the Transaction Documents and this Order; and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Transaction Documents and this Order.

11. The provisions of this Order, including those authorizing and approving the transfer of the Purchased Assets, including the assumption and assignment of Assigned Contracts, to Buyer free and clear of all Interests, shall be self-executing, and neither the Debtor nor the Buyer shall be required to (but may) execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, or implement the provisions of this Order except to the extent provided in the Purchase Agreement.

12. On or after the Closing Date, the Buyer may, but shall not be required to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other jurisdiction in which the Debtor is incorporated or have or had real or personal property, or with

any other appropriate clerk or recorded with any other appropriate recorder, and, to the extent permitted by applicable law, such filing or recording may be accepted and shall be sufficient to release, discharge, and terminate any Interests held by any person or entity against or in the Purchased Assets, as of the Closing Date. On the Closing Date, this Order will be construed, and constitute for any and all purposes, a full and complete general assignment, conveyance and transfer of the Purchased Assets, including, upon payment of the applicable Cure Costs (if any), the Assigned Contracts, or a bill of sale transferring good and marketable title in such assets to the Buyer. Each and every federal, state, and county governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale and any other transactions contemplated by the Purchase Agreement.

13. If any person or entity has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Interests against or in the Purchased 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, or releases of all Interests which the person or entity has with respect to the Purchased Assets, then with regard to the Purchased Assets that are purchased by the Buyer pursuant to the Sale and this Order, (a) the Debtor or its designee is hereby authorized to execute and file such statements, instruments, or releases on behalf of the person or entity with respect to the Purchased Assets; and (b) the Buyer or its designee is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded shall constitute conclusive evidence of the release of Interests against or in the Purchased Assets.

14. As of the Closing Date, (a) each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its

Interests in or against the Purchased Assets, if any, as such Interests may have been recorded or otherwise exist; and (b) the Debtor and the Buyer are authorized and directed to take such actions as may be necessary to obtain a release of any and all Interests in, on or against the Purchased Assets, if any, and to the extent contemplated hereby and by the Purchase Agreement.

15. To the extent provided by section 525 of the Bankruptcy Code, no federal, state, or county governmental unit may deny, revoke, suspend, or refuse to renew any permit, license or similar grant relating to the operation of the Purchased Assets on account of the filing or pendency of the Chapter 11 Case. Each and every federal, state, and county governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Purchase Agreement and the other Transaction Documents, including the Sale and the assumption and assignment of the Assigned Contracts.

16. To the maximum extent permitted by applicable law, and in accordance with the Transaction Documents, the Buyer (or its designee) shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval (collectively, the "**Licenses**") of the Debtor with respect to the Purchased Assets. To the extent the Buyer (or its designee) cannot operate under any Licenses in accordance with the previous sentence, such Licenses shall remain in effect, to the maximum extent permitted by applicable law (including the Bankruptcy Code), while the Buyer (or its designee), with commercially reasonable assistance from the Debtor to the extent provided in the Purchase Agreement or the other Transaction Documents, work promptly and diligently to apply for and secure all necessary government or other approvals for new issuance of Licenses to the Buyer (or its designee). The Debtor shall maintain the Licenses in good standing to the fullest extent allowed by applicable law

(including the Bankruptcy Code) for the Buyer's benefit, to the extent provided in the Transaction Documents, until equivalent new Licenses are issued to the Buyer (or its designee).

17. The Sale shall not be avoided or rejected, and costs or damages shall not be imposed or awarded against the Buyer, under section 363(n) or any other provision of the Bankruptcy Code or applicable state law.

No Fraudulent Transfer Liability

18. The consideration provided by the Buyer for the Purchased Assets under the Purchase Agreement is fair and reasonable and shall be deemed for all purposes to constitute reasonably equivalent value, fair value, and fair consideration under the Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, the Bankruptcy Code, and any other applicable laws and may not be avoided under the Bankruptcy Code or under any other laws of the United States and any state, territory, or possession thereof, including the District of Columbia, or any other applicable laws.

No Successor Liability

19. The Buyer is not, by virtue of the Sale and/or the Buyer's ownership and operation of the Purchased Assets following the Closing Date, a "successor" to the Debtor or its bankruptcy estate by reason of any theory of law or equity, and the Buyer shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtor and/or its bankruptcy estate, other than the Assumed Liabilities or Permitted Liens solely to the extent set forth in the Purchase Agreement, including but not limited to, under any doctrine of successor liability or similar theory of liability. Except to the extent the Buyer assumes the Assumed Liabilities and Assigned Contracts pursuant to the Purchase Agreement, neither the purchase of the Purchased Assets by the Buyer nor the fact that the Buyer is using any of the Purchased Assets

previously operated by the Debtor will cause the Buyer to be deemed to (a) be successor to the Debtor; (b) have, de facto or otherwise, merged with or into the Debtor, or (c) be a mere continuation, alter ego or substantial continuation of the Debtor, including, without limitation, within the meaning of any foreign, federal, state or county debt collection practices, insurance, revenue, pension, ERISA, tax, labor, employment (including the Consolidated Omnibus Budget Reconciliation Act ("**COBRA**"), the WARN Act (29 U.S.C. §§ 2101 *et seq.*) ("**WARN**"), the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination in Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), and the National Labor Relations Act, 29 U.S.C. § 151, *et seq.*), environmental (including, to the greatest degree permitted by applicable law, the Comprehensive Environmental Response, Compensation, and Liability Act), or other law, rule or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule or regulation or doctrine.

20. Except to the extent the Buyer has specifically agreed in the Purchase Agreement or as otherwise set forth in this Order, the Buyer shall not have any liability, responsibility or obligation for any claims, liabilities or other obligations of the Debtor or its bankruptcy estate, including any (a) claims or liabilities related to the Purchased Assets that relate to the period prior to the Closing Date; or (b) any claims against and liabilities of the Debtor or any of its predecessors, insiders or affiliates or their respective current or former directors, officers, employees or agents.

21. By virtue of the Buyer's purchase of the Purchased Assets, neither the Buyer nor any of its affiliates shall have any liability whatsoever with respect to the Debtor's (or its predecessors', insiders' or affiliates' or their respective current or former directors,' officers', employees' or agents') respective businesses or operations or any of the Debtor's (or its

predecessors', insiders' or affiliates' or their respective current or former directors', officers', employees' or agents') obligations based, in whole or part, directly or indirectly, on any theory of successor, transferee or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, de facto merger or substantial continuity, discrimination, labor and employment, any law applicable to debt collection practices, insurance law 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 liabilities on account of any taxes (other than as provided in the Purchase Agreement) arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Closing Date. Under no circumstances shall the Buyer be deemed a successor of or to the Debtor for any Interests against, in or to the Debtor or the Purchased Assets.

22. None of the Buyer or its affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by any of the Debtor or its bankruptcy estate, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution or delivery of the Purchase Agreement or the other Transaction Documents or the entry into and consummation of the sale of the Purchased Assets, except as expressly provided in the Purchase Agreement and this Order.

23. Except as otherwise expressly provided in the Purchase Agreement or this Order, all persons and entities, including, without limitation, the Debtor, the Debtor's bankruptcy estate, all lenders, customers, vendors, employees, former employees, litigation claimants, trustees, trade creditors, debt holders, equity security holders, governmental tax and regulatory authorities, and any other creditors (or agent of any of the foregoing) who may or do hold Claims (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, senior or

subordinated) against the Debtor or the Purchased Assets, arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the operation or ownership of the Purchased Assets by the Debtor prior to the Closing Date pursuant to the Purchase Agreement, or the Sale, are hereby prohibited, forever barred, estopped, and permanently enjoined from asserting or pursuing such Claims against Buyer, its affiliates, successors, assigns, its property or the Purchased Assets, including, without limitation, taking any of the following actions with respect to any Claims: (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 Buyer, its affiliates, successors, assigns, assets (including the Purchased Assets), and/or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer, its affiliates, successors, assigns, assets (including the Purchased Assets), and/or properties; (c) creating, perfecting, or enforcing any Claim against the Buyer, its affiliates, any of its successors, assigns, assets (including the Purchased Assets), and/or properties; (d) asserting a Claim as a setoff or right of subrogation of any kind against any obligation due against the Buyer, its affiliates or any of its successors or assigns; or (e) commencing or continuing any action against the Buyer, its affiliates, any of its successors, assigns, assets (including the Purchased Assets), and/or properties 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 Purchased Assets to the Buyer in accordance with the terms of this Order and the Purchase Agreement. Following the Closing, no holder of any such Interest shall assert or pursue against Buyer or its affiliates, successors or assigns any such Interest, or interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to any such Interest, or based on

any action or omission by the Debtor, including any action or omission of the Debtor in the Chapter 11 Case.

Good Faith

24. The transactions contemplated by the Transaction Documents are undertaken by the Buyer without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided by this Order to consummate the transactions contemplated by the Purchase Agreement and the other Transaction Documents, including the Sale and the assumption and assignment of the Assigned Contracts shall not alter, affect, limit, or otherwise impair the validity of the sale of the Purchased Assets to the Buyer, including the assumption and assignment of the Assigned Contracts. The Buyer is a good faith purchaser of the Purchased Assets within the meaning of section 363(m) of the Bankruptcy Code and, as such is entitled to, and is hereby granted, the full rights, benefits, privileges and protections of section 363(m) of the Bankruptcy Code. The Debtor and the Buyer shall be acting in good faith if they proceed to consummate the Sale in accordance with the Purchase Agreement, the other Transaction Documents, and the terms set forth herein.

25. As a good faith purchaser of the Purchased Assets, the Buyer has not entered into an agreement with any other potential bidders, and has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Purchased Assets, and, therefore, neither the Debtor nor any successor in interest to the Debtor's estate shall be entitled to bring an action against the Buyer, and the Sale may not be avoided pursuant to section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) in respect of the Purchase Agreement, the other Transaction Documents or the Sale.

Assumption and Assignment of Assigned Contracts

26. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to

and conditioned upon the Closing Date, and payment of the applicable Cure Costs (if any), the Debtor's assumption and assignment to the Buyer, and the Buyer's assumption on the terms set forth in the Purchase Agreement, of the Assigned Contracts is hereby approved. To the extent applicable in accordance with the Purchase Agreement, the Debtor is hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Buyer, effective upon the Closing Date, the Assigned Contracts set forth on **Exhibit B** attached hereto (as may be updated from time to time in accordance with the Purchase Agreement and this Order, the "**Assigned Contracts Exhibit**") free and clear of all Interests of any kind or nature whatsoever (and in accordance therewith to pay the Cure Costs, if any, associated with the Assigned Contracts); and (b) execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Buyer.

27. The Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Buyer in accordance with its terms, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that purport to prohibit, restrict, or condition such assignment or transfer. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liabilities or obligations with respect to the Assigned Contracts after such assignment to, and assumption by, the Buyer, except as provided in the Purchase Agreement.

28. To the extent applicable, and upon payment of the applicable Cure Costs (if any), all counterparties to the Assigned Contracts have either expressly consented to assumption and assignment of their contracts prior to the Closing Date or shall be deemed to have consented to such assumption and assignment under section 365(c)(1)(B) of the Bankruptcy Code and any other applicable law, and the Buyer, to the extent applicable, shall enjoy all of the Debtor's rights,

benefits, and privileges under each such Assigned Contract as of the applicable date of assumption and assignment.

29. Upon payment of the applicable Cure Costs (if any) and the Debtor's assumption and assignment of the Assigned Contracts under the provisions of this Order, no default shall exist under any Assigned Contract and no counterparty to any such Assigned Contract shall be permitted to declare or enforce, or otherwise take action against the Buyer based on, a default by the Debtor that relates to the period prior to the effective date of such assumption and assignment, including the failure to perform any obligations under the relevant Assigned Contract, or that relates to any of the Debtor's financial condition, any change in control, or the Chapter 11 Case. Any provision in an Assigned Contract that prohibits or conditions the assignment of such Assigned Contract (including the granting of a lien thereon) or allows the counterparty thereto to terminate, recapture, impose any penalty, declare a default, condition on renewal or extension, or modify any term or condition upon such assignment or change of control, constitutes an unenforceable anti-assignment provision that is void and of no force and effect only in connection with the assumption and assignment of such Assigned Contract to the Buyer. Nothing in this Order, the Sale Motion, or in any notice or any other document is or shall be deemed an admission by the Debtor or Buyer that any Assigned Contract is an executory contract under section 365 of the Bankruptcy Code or, subject to the terms of the Purchase Agreement, must be assumed and assigned pursuant to the Purchase Agreement or in order to consummate the Sale.

30. All Cure Costs (if any), defaults or other obligations of the Debtor under the Assigned Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be paid by the Debtor on or prior to the Closing Date or as soon thereafter

as reasonably practicable, and the Buyer shall have no liability for any defaults, claims or liabilities arising or accruing prior to the Closing Date. The Cure Costs (if any) for the Assigned Contracts listed on the Contract Assumption/Rejection Notice or Additional Contract Assumption/Rejection Notice (i) to which no timely objection was submitted, (ii) which have been revised or modified as agreed between the Debtor and the non-debtor counterparty, or (iii) to which a timely objection was submitted and was resolved consensually between the Debtor and the non-debtor counterparty or resolved by the Bankruptcy Court, are hereby fixed at the amounts set forth in the relevant Contract Assumption/Rejection Notice or order of this Court, and the contract counterparties to such Assigned Contracts are forever bound by such Cure Costs; *provided* that any defaults that arise between the filing of the initial Contract Assumption/Rejection Notice or any additional Contract Assumption/Rejection Notice, as applicable, and the date the Sale closes must be paid as a cure for the applicable contract to be assumed and assigned, and all rights of the Debtor and the counterparties are reserved with respect to any defaults occurring within that time period.

31. Upon payment of the Cure Costs (if any), each non-debtor counterparty to an Assigned Contract hereby is forever barred, estopped, and permanently enjoined from raising or asserting against the Debtor, the Buyer, or the property of such parties, any assignment fee, default, breach or claim of pecuniary loss, penalty, or condition to assignment, arising under or related to the Assigned Contracts, existing as of the date that such contracts are assumed, or arising by reason of the consummation of transactions contemplated by the Purchase Agreement or the other Transaction Documents, including the Sale and the assumption and assignment of the Assigned Contracts.

32. To the extent a non-debtor counterparty to an Assigned Contract failed to timely object, either formally or informally, to the Cure Costs, such Cure Costs shall be deemed to be

finally determined and any such non-debtor counterparty shall be prohibited from challenging, objecting to or denying the validity and finality of the Cure Costs at any time, and any such Cure Costs, when paid, shall completely revive any Assigned Contract to which it relates. If any non-debtor counterparty to an Assigned Contract and the Debtor have consensually resolved the applicable Cure Costs, that consensual resolution shall govern the determination of the Cure Costs, even in the absence of the non-debtor counterparty's filing of a formal objection.

33. Upon payment of the applicable Cure Costs (if any), the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code are hereby deemed satisfied with respect to the Assigned Contracts based on the Buyer's evidence of its financial condition and wherewithal and without any further action by the Buyer, including, but not limited to, any other or further deposit. Pursuant to section 365(f) of the Bankruptcy Code, the Buyer has provided adequate assurance of future performance of the obligations under the Assigned Contracts.

34. Notwithstanding anything herein to the contrary and subject to the Purchase Agreement, the Debtor is authorized and directed to, in accordance with the Purchase Agreement and at the direction of the Buyer, (i) at any time that is at least two (2) days prior to the Closing Date, remove a contract from the Assigned Contracts Exhibit or (b) at any time that is at least two (2) days prior to the effective date of any chapter 11 plan in respect of the Debtor (provided, that any relevant counterparties are provided with at least seven (7) days' notice, unless such counterparty agrees otherwise), add Previously Omitted Contracts (as defined below) to the Assigned Contracts Exhibit). The Debtor shall file a final Assigned Contracts Exhibit on the docket of the Chapter 11 Case following the Closing. Except as otherwise provided in the Purchase Agreement, in the event of an objection by a non-debtor counterparty, other than those counterparties who already received the Contract Assumption/Rejection Notice and did not object

thereto, to (i) the proposed Cure Costs (if any) asserted by the Debtor, (ii) the adequate assurance of future performance to be provided by the Buyer, or (iii) any other aspect of the proposed assumption and assignment of such Assigned Contract has not been resolved prior to Closing, the Buyer may elect to treat such contract as a "Designated Contract," and proceed to Closing without the assignment of such Designated Contract, and determine within seven (7) Business Days after resolution of such objection whether to treat such Designated Contract as an Assigned Contract or an Excluded Contract. If Buyer elects to treat such Designated Contract as an Assigned Contract, the Debtor shall (i) promptly assume and assign such contract to Buyer in accordance with Section 365 of the Bankruptcy Code and (ii) pay all Cure Costs required to effectuate such assumption and assignment.

35. If prior to or following Closing, it is discovered that a contract should have been listed in the Assigned Contracts Exhibit but was not so listed (any such Contract, a "**Previously Omitted Contract**"), the Debtor shall, promptly following the discovery thereof (but in no event later than two (2) Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and provide Buyer with a copy of such Previously Omitted Contract and the Cure Costs (if any) in respect thereof. Buyer shall thereafter deliver written notice to the Debtor, designating such Previously Omitted Contract as "Assigned" or "Excluded" (a "**Previously Omitted Contract Designation**"). If Buyer designates a Previously Omitted Contract to be an Assigned Contract, the Debtor shall (a) amend the Assigned Contracts Exhibit to include such Previously Omitted Contract; (b) file and serve a notice (the "**Previously Omitted Contract Notice**") on the counterparties to such Previously Omitted Contract notifying such counterparties of Debtor's intention to assign and Buyer's intention to assume such Previously Omitted Contract, other than those counterparties who already received the Contract

Assumption/Rejection Notice with respect to such Previously Omitted Contract and did not object thereto, notifying such counterparty of the Debtor's intention to assume and assign to Buyer such Previously Omitted Contract and include the proposed Cure Costs (if any); and (c) use commercially reasonable efforts to assume and assign to the Buyer such Previously Omitted Contract pursuant to this Order and sections 363 and 365 of the Bankruptcy Code. Such Previously Omitted Contract Notice shall provide such counterparty with ten (10) Business Days to object, in writing to Debtor and Buyer, to the assumption of their Contract. If such counterparty objects to the proposed assumption and assignment or the Cure Costs (if any), such contract shall be a Designated Contract and the procedures set forth herein shall apply with respect to such Previously Omitted Contract.

36. Notwithstanding anything to the contrary in this Order or the Purchase Agreement, no contract between the Debtor and Oracle America, Inc. ("**Oracle**") will be assumed and/or assigned without (1) Oracle's prior written consent; (2) cure of any default under such contract; (3) the provision to Oracle of satisfactory adequate assurance of future performance by the assignee; and (4) execution by the Debtor or its successor and the assignee of mutually agreeable assignment documentation in a final form to be negotiated after entry of this Order. In addition, no provision of this Order, the Purchase Agreement, or any other document contemplated thereby, shall authorize (1) the transfer of any Oracle license agreement to any third party; or (2) use of any Oracle license agreement that is inconsistent with the relevant license grant, including, but not limited to, exceeding the number of authorized users, shared use or license splitting, absent Oracle's express prior written consent.

Additional Provisions

37. The terms and provisions of the Transaction Documents and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtor and its affiliates,

successors and assigns, its estate, and its creditors and equity holders, any statutory committee(s) appointed in this Chapter 11 Case, the Buyer, and its affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting Interests in, on or against the Purchased Assets to be sold to the Buyer and all non-debtor counterparties to any Assigned Contracts pursuant to the Purchase Agreement and any trustees, examiners, "responsible persons," liquidating trusts, liquidating trustees or other fiduciaries appointed in the Chapter 11 Case or upon a conversion of the Debtor's case to a case under chapter 7 of the Bankruptcy Code, including a chapter 7 trustee; and the Transaction Documents shall not be subject to rejection or avoidance under any circumstances. If any order under section 1112 of the Bankruptcy Code is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Buyer hereunder shall remain effective and shall remain binding as set forth above, notwithstanding any subsequent dismissal, conversion or appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to trustee(s) such terms and provisions likewise shall be binding.

38. The Transaction Documents or any other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, in accordance with the terms thereof, without further order of the Court. To the extent that any provision of the Purchase Agreement conflicts with or is, in any way, inconsistent with any provision of this Order, this Order shall govern and control. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion, the terms of this Order shall govern. Nothing contained in any chapter 11 plan hereinafter confirmed in the Chapter 11 Case or any order confirming such chapter 11 plan shall conflict with or derogate from the provisions of the Purchase Agreement or the terms of this Order.

39. The Debtor is authorized to enter into any contract or amend any existing contract necessary to meet its obligations under the Transaction Documents, including the Transition Service Agreement.

40. No plan of reorganization or liquidation filed in this Chapter 11 Case, nor any order entered approving any such plan, shall limit, modify, alter, enjoin or otherwise preclude: (a) the provisions of this Order or the Transaction Documents; or (b) the Buyer's rights, demands, defenses and claims under and in accordance with the Transaction Documents and this Order. 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 chapter 11 plan in this Chapter 11 Case, (b) converting this Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, or (c) dismissing this Chapter 11 Case.

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

42. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

43. This Order constitutes 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, in their discretion and without further delay, take any action and perform any act authorized under this Order.

Retention of Jurisdiction

44. It is necessary and appropriate for the Court to retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Purchase Agreement, the other Transaction Documents, 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 involving the Debtor concerning or relating in any way to, or affecting, the Sale or the transactions contemplated in the Purchase Agreement and the other Transaction Documents or actions taken pursuant to the foregoing, all to the extent provided in the Purchase Agreement. Accordingly, this Court shall retain jurisdiction with respect to the terms of this Order and the Purchase Agreement to the extent provided in the Purchase Agreement.

Exhibit A

Purchase Agreement

Exhibit B

Assigned Contracts Exhibit

Exhibit B

Assigned Contract Schedule

#[1]	Contract Counterparty	Contract Description	Cure Amount[2]
4	ACAC Enterprises LLC	Amendment dated April 30, 2025	$0.00
5	ACAC Enterprises LLC	Amendment dated December 9, 2025	$0.00
6	ACAC Enterprises LLC	Statement of Work dated January 24, 2025	$0.00
11	ACT for Health, Inc. dba Professional Care Management, acting through its PCM Trials division	Master Services Agreement	$0.00
102	Aries Medical Limited	Statement of Work dated July 9, 2025	$0.00
193	Bioclinica, Inc.	Amendment dated September 12, 2024	$35,828.59
195	Bioclinica, Inc.	Amendment to Statement of Work dated September 12, 2024	$0.00
211	BioReliance	Agreement dated January 12, 2026	$0.00
218	BioReliance Corporation	Master Agreement dated August 26, 2021	$50,838.15
223	Biosector 2 LLC	Master Services Agreement	$0.00
226	Blue Mountain Quality Resources	Agreement dated September 12, 2025	$0.00
238	Brammer Bio MA, LLC	Agreement dated March 4, 2022	$10,903,579.36
311	Brammer Bio MA, LLC	Amendment dated June 4, 2025	$0.00

[1] The contract numbers listed in this column correspond to the contract numbers in Schedule 1 to the *Notice of Cure Amounts and Potential Assumption and Assignment and/or Rejection of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [Docket No. 139] (the "**Cure Notice**").

[2] Consistent with the Cure Notice, the Cure Amounts set forth herein do not reflect postpetition payments that have been made by the Debtor. Certain Cure Amounts have been modified from those set forth in the Cure Notice pursuant to an agreement between the Debtor and the applicable counterparty.

Postpetition amounts arising under the Assigned Contracts will be paid in the ordinary course and not in connection with payments made to satisfy the Cure Amounts.

#[1]	Contract Counterparty	Contract Description	Cure Amount[2]
349	Brammer Bio MA, LLC	Amendment dated October 30, 2025	$0.00
380	Brammer Bio MA, LLC	Letter dated March 4, 2026	$0.00
402	Brammer Bio MA, LLC	Statement of Work dated May 14, 2025	$0.00
425	Bruker	Agreement #1, dated as of June 21, 2023	$0.00
437	C R Williams Consulting LLC	Amendment #1 to SOW #1 dated December 11, 2025	$0.00
438	C R Williams Consulting LLC	Amendment dated December 11, 2025	$0.00
439	C R Williams Consulting LLC	Amendment dated December 20, 2024	$7,943
440	C R Williams Consulting LLC	Amendment dated June 13, 2025	$0.00
441	C R Williams Consulting LLC	Master Agreement dated December 18, 2024	$0.00
442	C R Williams Consulting LLC	Statement of Work dated December 20, 2024	$0.00
443	C R Williams Consulting LLC	Statement of Work dated September 5, 2025	$0.00
453	Capsid Partners, LLC (William Karnofel)	Amendment dated January 8, 2026	$13,200.00
470	Cellular Technology Ltd	Amendment dated July 21, 2023	$162.80
501	Charles River Laboratories, Inc.	Agreement dated March 17, 2026	$0.00
507	Charles River Laboratories, Inc.	Amendment dated April 12, 2024	$0.00
520	Charles River Laboratories, Inc.	Amendment dated January 8, 2024	$0.00
618	Clarity Global Pharma, LLC	Statement of Work dated January 11, 2026	$0.00
620	Claudia Malcolm GxP QA Services, Ltd	Statement of Work dated December 2, 2025	$0.00
621	Claudia Malcolm GxP QA Services, Ltd	Statement of Work dated June 13, 2025	$0.00

#[1]	Contract Counterparty	Contract Description	Cure Amount[2]
734	EPL Archives, LLC	Statement of Work dated September 2, 2025	$106,383.16
748	Etters Consulting, LLC	Statement of Work dated September 30, 2025	$0.00
753	Eurofins Lancaster Laboratories, Inc.	Statement of Work dated October 2, 2025	$0.00
770	FDA Global Compliance, LLC	Statement of Work dated April 22, 2025	$43,875.00
771	FDA Global Compliance, LLC	Statement of Work dated December 10, 2025	$111,000.00
772	FDA Global Compliance, LLC	Statement of Work dated January 21, 2026	$0.00
773	First Principles Strategies, LLC	Agreement dated April 5, 2026	$0.00
777	Fisher Bioservices, Inc.	Amendment dated January 16, 2024	$0.00
780	Fisher BioServices, Inc.	Master Services Agreement	$166,413.63
784	Fisher Bioservices, Inc.	Statement of Work dated July 3, 2025	$0.00
786	Fisher Bioservices, Inc.	Statement of Work dated November 14, 2025	$0.00
904	KBI Biopharma, Inc.	Agreement dated December 17, 2025	$38,708.89
909	KObio Consulting LLC	Amendment dated January 8, 2026	$0.00
911	KObio Consulting LLC	Statement of Work dated July 10, 2025	$9,945.00
941	LabConnect, LLC	Clinical Quality Agreement Template	$157,408.55
942	Laboratory Corporation of America Holdings	Amendment dated April 29, 2022	$0.00
943	Laboratory Corporation of America Holdings	Amendment dated December 7, 2016	$0.00
944	Laboratory Corporation of America Holdings	Master Agreement dated December 4, 2023	$0.00
945	Laboratory Corporation of America Holdings	Master Agreement dated June 2, 2014	$1,806,596.00
946	Laboratory Corporation of America Holdings	Statement of Work #10 dated August 13, 2019	$0.00
947	Laboratory Corporation of America Holdings	Statement of Work #8 dated August 13, 2019	$0.00
948	Laboratory Corporation of America Holdings	Statement of Work #9 dated August 13, 2019	$0.00
950	Laboratory Corporation of America Holdings	Statement of Work dated May 24, 2016	$0.00

#[1]	Contract Counterparty	Contract Description	Cure Amount[2]
951	Laboratory Corporation of America Holdings	Statement of Work dated November 14, 2025	$0.00
952	Laboratory Corporation of America Holdings	Statement of Work dated October 6, 2016	$0.00
	Laboratory Corporation of America Holdings	Work Order No. 6, dated February 23, 2017	$0.00
	Laboratory Corporation of America Holdings	Project Plan No. 1, dated November 21, 2024	$0.00
	Laboratory Corporation of America Holdings	Project Plan No. 2, dated March 2, 2025	$0.00
953	Lean Biologix	Agreement dated July 25, 2025	$68,969.05
955	Lean Biologix	Amendment dated January 30, 2026	$0.00
957	Lean Biologix	Master Services Agreement	$0.00
978	Life Technologies Corporation	Support Agreement	$0.00
1025	Medpace Bioanalytical Laboratories, LLC	Amendment dated January 10, 2024	$0.00
1028	Medpace Bioanalytical Laboratories, LLC	Amendment dated October 10, 2025	$0.00
1074	Medpace, Inc.	Amendment dated January 11, 2021	$0.00
1075	Medpace, Inc.	Amendment dated March 11, 2019	$177,609.08
1077	Medpace, Inc.	Amendment dated September 16, 2025	$0.00
1084	Medpace, Inc.	Quality Agreement	$0.00
1116	Molecular Pathology Laboratory Network	Master Agreement dated January 20, 2024	$2,000.00
1117	Molecular Pathology Laboratory Network	Statement of Work dated January 25, 2024	$0.00
1133	NanoImaging Services, Inc.	Agreement dated December 17, 2025	$0.00
1203	PCM Trials	Amendment dated May 2, 2024	$80,125.08

#[1]	Contract Counterparty	Contract Description	Cure Amount[2]
1204	PCM Trials	Amendment dated May 23, 2025	$0.00
1207	PCM Trials	Amendment dated November 6, 2024	$0.00
1222	Perspective Pharmacovigilance, Inc.	Master Agreement dated January 1, 2025	$15,290.55
1223	Perspective Pharmacovigilance, Inc.	Statement of Work dated January 1, 2026	$0.00
1248	PPD Development, L.P.	Master Services Agreement	$1,416,064.57
1251	PPD Development, LLC	Statement of Work dated July 27, 2023	$0.00
1283	PPD Development, LP	Amendment dated March 19, 2026	$0.00
1310	PPD Development, LP	Statement of Work dated August 27, 2025	$0.00
1313	PPD Development, LP	Statement of Work dated January 12, 2026	$0.00
1315	PPD Development, LP	Statement of Work dated January 21, 2026	$0.00
1316	PPD Development, LP	Statement of Work dated January 26, 2026	$0.00
1326	PPD Development, LP	Statement of Work dated November 14, 2025	$0.00
1327	PPD Development, LP	Statement of Work dated November 20, 2025	$0.00
1331	PPD Development, LP	Statement of Work dated September 18, 2025	$0.00
1332	PPD Development, LP	Statement of Work dated September 30, 2025	$0.00
1384	Q-Square Business Intelligence, Inc.	Amendment dated December 31, 2025	$0.00
1390	Q-Square Business Intelligence, Inc.	Statement of Work dated August 31, 2023	$122,790.00
1404	Rare Disease Research Partners	Statement of Work dated September 21, 2023	$0.00
1486	Syneos Health, LLC	Statement of Work dated January 1, 2026	$61,067.64
1488	Synolostats , LLC	Master Agreement dated March 1, 2025	$0.00
1489	Syserco, Inc.	Agreement dated June 11, 2025	$0.00
1510	ten23 Health AG	Agreement dated November 10, 2025	$0.00

#[1]	Contract Counterparty	Contract Description	Cure Amount[2]
1533	TraceLink, Inc.	Statement of Work (Setup) dated December 12, 2025	$0.00
1534	TraceLink, Inc.	Statement of Work dated December 12, 2025	$140,125.00
1554	U-Medico Inc.	Statement of Work dated June 11, 2025	$0.00
1563	University of North Carolina	Amendment dated March 27, 2024	$0.00
1607	VWR International, LLC	Master Agreement dated April 3, 2018	$[216,704.00][3]
1615	West Pharmaceutical Services, Inc.	Agreement dated January 21, 2026	$0.00
1617	West Pharmaceutical Services, Inc.	Agreement dated June 13, 2025	$0.00
1618	West Pharmaceutical Services, Inc.	Agreement dated June 3, 2025	$0.00
1619	West Pharmaceutical Services, Inc.	Amendment dated March 19, 2026	$84,222.99
1622	Willitts Consulting Group, LLC	Amendment dated November 20, 2025	$0.00
1624	Willitts Consulting Group, LLC	Statement of Work dated July 10, 2025	$0.00

[3] On July 30, 2026, VWR International, LLC ("**VWR**") filed the *Objection of VWR International, LLC to Debtor's Notice of Cure Amounts* [Docket No. 206]. The Debtor and VWR are continuing to reconcile the applicable Cure Amount, and the assumption and assignment of the Master Services Agreement, dated April 3, 2018, by and between the Debtor and VWR, will be subject to the Debtor and VWR reaching agreement on such amount.