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]	)	**Obj. Deadline**: **September 14, 2026 at 4:00 p.m. (ET)** **Hearing Date**: **September 21, 2026 at 1:00 p.m. (ET)**

MOTION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTOR TO (A) REJECT LEASE AGREEMENT WITH POINT RICHMOND R&D ASSOCIATES II, LLC AND (B) ABANDON CERTAIN REMAINING PROPERTY, IF ANY, AT THE LEASED PREMISES, IN EACH CASE, EFFECTIVE AS OF THE REJECTION DATE, AND (II) GRANTING RELATED RELIEF

Sangamo Therapeutics, Inc., as debtor and debtor in possession (the "**Debtor**") in the above-captioned case, hereby files this motion (the "**Motion**") and respectfully states as follows:

RELIEF REQUESTED

1. By this Motion, the Debtor seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the "**Proposed Order**"): (i) authorizing the Debtor to (a) reject the Property Lease (as defined below), effective as of August 31, 2026 (the "**Rejection Date**"), and (b) abandon any Remaining Property (as defined below), if any, as of the Rejection Date, and (ii) granting related relief.

JURISDICTION AND VENUE

2. This Court has jurisdiction to consider this Motion under 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 (Sleet, C.J.). This is a core proceeding under

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 7000 Marina Blvd, Brisbane, CA 94005.

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28 U.S.C. § 157(b). Venue of this Chapter 11 Case (as defined below) and this Motion is proper in this District under 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 105, 365(a) and 554(a) of title 11 of the United States Code (the "**Bankruptcy Code**"), and rules 6004, 6006, and 6007 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

4. Pursuant to rule 9013-1(f) of the *Local Rules of the United States Bankruptcy Court for the District of Delaware* (the "**Local Rules**"), the Debtor consents to the entry of a final order or judgment with respect to this Motion if it is determined that the United States Bankruptcy Court for the District of Delaware (this "**Court**") lacks Article III jurisdiction to enter such final order or judgment absent consent of the parties.

BACKGROUND

I. This Chapter 11 Case

5. On June 23, 2026 (the "**Petition Date**"), the Debtor commenced with the Court a voluntary case under chapter 11 of the Bankruptcy Code (this "**Chapter 11 Case**"). The Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On July 2, 2026, the Office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") appointed the Official Committee of Unsecured Creditors in this Chapter 11 Case (the "**Creditors' Committee**") and on August 5, 2026, the U.S. Trustee appointed the Official Committee of Equity Holders in this Chapter 11 Case (the "**Equity Committee**"). To date, no request has been made for the appointment of a trustee or examiner in this Chapter 11 Case.

6. Additional factual background and information regarding the Debtor, including its business operations, its corporate and capital structure, and the events leading to the

commencement of this Chapter 11 Case, are set forth in detail in the *Declaration of Scott B. Willoughby in Support of Chapter 11 Petition and First Day Motions* [Docket No. 2].

II. Rejection of the Property Lease

7. The Debtor is party to that certain Amended and Restated Office/Laboratory Lease dated as of October 10, 2021 (together with any related agreements, amendments, modifications, or side letters related thereto, the "**Property Lease**") with Point Richmond R&D Associates II, LLC (the "**Landlord**") for laboratory and office space at 501 Canal Boulevard, Point Richmond, California (the "**Leased Premises**"). The Debtor pays approximately $161,532.01 in monthly base rent to the Landlord. The Debtor also provided an initial security deposit in the amount of $166,300.00 to the Landlord.

8. On August 20, 2026, the Court entered orders [Docket Nos. 356 and 358] (the "**Equipment Sale Orders**"), approving the sales (the "**Equipment Sales**") of certain laboratory equipment, office furniture, and small laboratory items and supplies (the "**Equipment Assets**") to certain purchasers (the "**Equipment Purchasers**"). The Equity Sales closed on or about August 20, 2026.

9. Prior to the closing of the Equipment Sales, the Debtor maintained certain of the Equipment Assets at the Leased Premises. In connection with the closings, the Equipment Purchasers removed the applicable Equipment Assets from the Leased Premises. In light of the foregoing, the Debtor has concluded that it no longer needs the Leased Premises. Therefore, to prevent administrative expenses from continuing to accrue in this Chapter 11 Case, as of the date hereof, the Debtor has vacated the Property Lease and provided the Landlord with access to all keys, security codes, or other means of access to the Leased Premises. In lieu of the foregoing,

the Debtor respectfully requests that the rejection of the Leased Premises be effective as of the Rejection Date.

10. Further, prior to the Rejection Date, the Debtor believes it has removed all personal property of value from the Leased Premises. Nevertheless, certain assets of inconsequential value, that are not the Equipment Assets, may remain at the Leased Premises (the "**Remaining Property**").[2] Accordingly, out of an abundance of caution, the Debtor seeks authority to abandon any such Remaining Property, if any, because it believes it would be impractical or cost prohibitive to remove or sell such Remaining Property.

BASIS FOR RELIEF REQUESTED

A. The Rejection of the Property Lease is an Appropriate Exercise of the Debtor's Business Judgment

11. Section 365(a) of the Bankruptcy Code provides that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The purpose behind section 365(a) is "to permit the trustee or debtor-in-possession to use valuable property of the estate and to renounce title to and abandon burdensome property." *In re Republic Airways Holdings Inc.*, 547 B.R. 578, 582 (Bankr. S.D.N.Y. 2016) (quoting *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993)); *see also In re Exide Techs.*, 607 F.3d 957, 967 (3d Cir. 2010) ("Courts may use § 365 to free a [debtor] from burdensome duties that hinder its reorganization"). The bankruptcy court should approve a debtor's rejection of an unexpired lease if such rejection is an exercise of the debtor's sound business judgment, benefits its estate, and is not made in bad faith. *See In re Bildisco*, 682 F.2d 72, 79 (3d Cir. 1982), *aff'd*, 465 U.S. 513 (1984) ("The usual test for

[2] Prior to vacating the Leased Premises, the Debtor moved certain leased copiers and related supplies historically located at the Lease Premises to its remaining office space in Brisbane, CA. Such leased copiers and related supplies do not constitute Remaining Property.

rejection of an executory contract is simply whether rejection would benefit the estate, the 'business judgment' test."); *Sharon Steel Corp. v. Nat'l Fuel Gas Distr. Corp.*, 872 F.2d 36, 39–40 (3d Cir. 1989) (affirming rejection of a service agreement as sound exercise of debtor's business judgment where bankruptcy court found rejection would benefit estate). A debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice. *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001); *see also In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (holding the business judgment standard applicable, absent bad faith, whim, or caprice).

12. The Debtor has determined, in the sound exercise of its business judgment that following the sale of the Equipment Assets, (i) the Debtor no longer has a business need for the Leased Premises, (ii) the Leased Premises no longer provides any benefit or value to the Debtor or its estate, and (iii) absent rejection, the Debtor may continue to incur administrative expenses arising under the Property Lease without any corresponding benefit to its estate. Rejection of the Property Lease therefore will relieve the Debtor of an unnecessary burden and financial strain. Accordingly, authorizing the Debtor to reject the Property Lease as of the Rejection Date constitutes a sound exercise of the Debtor's business judgment is in the best interests of the Debtor's estate and its stakeholders..

B. The Retroactive Rejection of the Property Lease as of the Rejection Date Is Appropriate Under the Circumstances

13. Section 365 of the Bankruptcy Code does not restrict a bankruptcy court from applying rejection retroactively. *See Adelphia Bus. Solutions, Inc. v. Abnos*, 482 F.3d. 602 (2d Cir. 2007) (affirming the bankruptcy court's equitable authority to authorize the retroactive rejection of a nonresidential lease of real property where advance notice is provided); *In re Jamesway Corp.*, 179 B.R. 33, 37 (S.D.N.Y. 1995) (stating that section 365 does not include

"restrictions as to the manner in which the court can approve rejection"). Courts have held that a bankruptcy court may, in its discretion, authorize rejection retroactively to a date prior to entry of an order authorizing such rejection where the balance of equities favors such relief. *See In re Thinking Machs. Corp.*, 67 F.3d 1021, 1029 (1st. Cir. 1995) (stating "rejection under section 365(a) does not take effect until judicial approval is secured, but the approving court has the equitable power, in suitable cases, to order a rejection to operate retroactively"); *In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (stating "the court's power to grant retroactive relief is derived from the bankruptcy court's equitable powers so long as it promotes the purposes of § 365(a)"); *BP Energy Co. v. Bethlehem Steel Corp.*, No. 02 Civ 6419 (NRB), 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) ("We cannot conclude . . . that a bankruptcy court's assignment of a retroactive rejection date falls outside of its authority when the balance of the equities favors this solution.").

14. The balance of the equities favors rejection of the Property Lease, effective as of the Rejection Date. As discussed herein, absent retroactive rejection, the Debtor (minus September 2026 rent) may incur unnecessary administrative charges and other obligations under the Property Lease without any reciprocal benefits to its estate and potentially without sufficient funding to pay those obligations. The Landlord, in contrast, will not be unduly prejudiced if the rejection is deemed effective as of the Rejection Date because the Debtor is providing notice to the Landlord prior to and contemporaneously with filing this Motion. Courts that have permitted retroactive rejection generally have permitted rejection of an unexpired lease to be effective as of the date on which the debtor gave the non-debtor party to the unexpired lease definitive notice of the debtor's intent to reject. *See, e.g.*, *In re Finch Therapeutics Grp., Inc.*, No. 26-10409 (LSS) (Bankr. D. Del. May 27, 2026) [Docket No. 203] (authorizing rejection of contracts retroactive to date of filing

motion); *In re Salt House, Inc.*, No. 25-12277 (LSS) (Bankr. D. Del. Feb. 16, 2026) [Docket No. 217] (same). Accordingly, prior to the filing of this Motion, the Debtor provided advanced notice of the rejection of the Property Lease to the Landlord, and after the filing of this Motion, the Debtor will serve this Motion on the date hereof by overnight mail and email on the Landlord, demonstrating the Debtor's unequivocal intent to reject the Property Lease as of the Rejection Date.

15. In some instances, this Court has stated that retroactive rejection of an unexpired lease of real property is permissible where (i) the premises are surrendered with an unequivocal statement of abandonment to the landlord, (ii) the debtor serves the rejection motion on the landlord, (iii) the official committee of unsecured creditors consents to the requested relief, and (iv) the debtor waives its right to withdraw the motion. *See In re Namco Cybertainment, Inc.*, No. 98-173 (PJW) (Bankr. D. Del. Apr. 15, 1998) (Hr'g Tr. Apr. 15, 1998 at 34:15–35:24). Here, the Debtor has: (i) vacated the Leased Premises, (ii) provided advance notice to the Landlord of its unequivocal decision to surrender the Leased Premises and reject the Property Lease, and (iii) waived its right to withdraw this Motion with respect to the Property Lease.

16. Therefore, the Debtor submits that it is fair and equitable for the Court to grant rejection of the Property Lease effective as of the Rejection Date.

C. Abandonment of Any Remaining Property Is Authorized by Section 554(a) of the Bankruptcy Code

17. Under section 554(a) of the Bankruptcy Code, a debtor, after notice and a hearing, is authorized to "abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). The right to abandon property is virtually unfettered, unless (a) abandonment of the property will contravene laws designed to protect public health and safety or (b) the property poses an imminent threat to the public's welfare.

See In re Midlantic Nat'l Bank, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant under the instant facts.

18. As explained above, prior to the Rejection Date, the Debtor believes it has removed all personal property of any value from the Leased Premises. Nevertheless, the Debtor seeks authority to abandon any Remaining Property out of an abundance of caution. The Debtor submits that any Remaining Property at the Leased Premises is of inconsequential value or burdensome to the Debtor's estate to remove. Among other things, the cost to remove or store the Remaining Property, if any, would exceed any realistic economic benefit that might be realized by retaining such property. Additionally, the Remaining Property poses no harm to the public's health or welfare. Accordingly, the Debtor has determined, in the exercise of its sound business judgment, that abandonment of any Remaining Property, effective as of the Rejection Date, is in the best interest of the Debtor and its estate.

WAIVER OF BANKRUPTCY RULES 6004(a) AND 6004(h)

19. To implement the foregoing successfully, the Debtor requests, to the extent Bankruptcy Rule 6004 is applicable to the relief requested herein, that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtor has established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h) and any other applicable Bankruptcy Rule.

RESERVATION OF RIGHTS

20. Nothing contained herein is or should be construed as: (i) an admission as to the validity of any claim against the Debtor or the existence of any lien against the Debtor's properties; (ii) a waiver of the Debtor's rights to dispute any claim or lien on any grounds; (iii) a promise to pay any claim; or (iv) an implication or admission that any particular claim would constitute an allowed claim.

NOTICE

21. Notice of this Motion will be given to (i) the U.S. Trustee; (ii) counsel to the Creditors' Committee; (iii) proposed counsel to the Equity Committee; (iv) counsel to the Replacement DIP Lender; (v) the Internal Revenue Service; (vi) the Securities and Exchange Commission; (vii) the United States Attorney's Office for the District of Delaware and all other states in which the Debtor operates; (viii) the Landlord; (ix) counsel to Surplus Solutions, LLC and (x) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtor believes that no further notice is required.

NO PRIOR REQUEST

22. No previous request for the relief sought herein has been made by the Debtor to this Court or any other court.

CONCLUSION

WHEREFORE, for the reasons set forth herein, the Debtor respectfully requests that the Court grant the relief requested in this Motion, the Proposed Order, and such other and further relief as is just and proper.

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Dated: August 31, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Nicholas A. Franchi

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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]	)	**Obj. Deadline**: **September 14, 2026 at 4:00 p.m. (ET)** **Hearing Date**: **September 21, 2026 at 1:00 p.m. (ET)**

NOTICE OF MOTION AND HEARING

PLEASE TAKE NOTICE that, on August 31, 2026, the debtor and debtor-in-possession in the above captioned case (the "**Debtor**") filed the *Motion of the Debtor for Entry of an Order (I) Authorizing the Debtor to (A) Reject Lease Agreement with Point Richmond R&D Associates II, LLC and (B) Abandon Certain Remaining Property, if any, at the Leased Premises, in Each Case, Effective as of the Rejection Date, and (II) Granting Related Relief* (the "**Motion**") with the United States Bankruptcy Court for the District of Delaware (the "**Court**").

PLEASE TAKE FURTHER NOTICE that any responses or objections to the Motion must be in writing and filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **September 14, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that, if any objections to the Motion are received, the Motion and such objections shall be considered at a hearing before The Honorable Craig T. Goldblatt, United States Bankruptcy Judge for the District of Delaware, at the Court, 824

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 7000 Marina Blvd, Brisbane, CA 94005.

North Market Street, 3rd Floor Courtroom 7, Wilmington, Delaware 19801 on **September 21, 2026 at 1:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE MOTION ARE TIMELY FILED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

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Dated: August 31, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Nicholas A. Franchi

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EXHIBIT A

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

ORDER (I) AUTHORIZING THE DEBTOR TO (A) REJECT LEASE AGREEMENT WITH POINT RICHMOND R&D ASSOCIATES II, LLC AND (B) ABANDON CERTAIN REMAINING PROPERTY, IF ANY, AT THE LEASED PREMISES, IN EACH CASE, EFFECTIVE AS OF THE REJECTION DATE, AND (II) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of the Debtor for entry of an order (i) authorizing the Debtor to (a) reject the Property Lease, effective as of August 31, 2026 (the "**Rejection Date**"), and (b) abandon any Remaining Property as of the Rejection Date, and (ii) granting related relief, all as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 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 (Sleet, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided under the circumstances and in accordance with the Bankruptcy Rules and the Local Rules, and it appearing that no other or further notice need be provided; and a hearing (if necessary) having been held to consider the relief requested in the Motion; and the Court having reviewed

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 7000 Marina Blvd, Brisbane, CA 94005.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

and considered the Motion; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED, as set forth herein.

2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, the Property Lease is hereby rejected by the Debtor effective as of the Rejection Date.

3. The Debtor is hereby authorized to execute and deliver all instruments and documents and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted in this Order in accordance with the Motion.

4. Consistent with the limitations of section 362 of the Bankruptcy Code, and any other applicable law, the Counterparties are prohibited from setting off or otherwise utilizing any amounts deposited by the Debtor with the Landlord as a security deposit or pursuant to another similar arrangement, or owed to the Debtor by the Landlord under the Property Lease, or other agreement between the same parties, without further order of this Court.

5. The Debtor is authorized to abandon any Remaining Property at the Leased Premises as of the Rejection Date pursuant to section 554(a) of the Bankruptcy Code, which abandonment shall be effective as of the Rejection Date. Subject to the due process rights of any affected party, each Lessor is free to use or dispose of such abandoned Remaining Property, which, for the avoidance of doubt, includes any personal property or furniture, fixtures, and equipment abandoned at the Leased Premises, in its sole discretion, free and clear of all liens, claims, encumbrances and interests, without further notice or order of this Court.

6. Any claims arising out of the rejection of the Property Lease shall be filed in accordance with the *Order (I) Establishing Bar Dates and Related Procedures for Filing Proofs of Claim (Including for Administrative Expense Claims Arising Under Section 503(b)(9) of the Bankruptcy Code), (II) Approving the Form and Manner of Notice Thereof, and (III) Granting Related Relief* [Docket No. 209] by no later than 5:00 p.m. (Eastern Time) on the date that is thirty days following service of this Order on the Landlord.

7. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this Order shall: (i) constitute an admission as to the validity or priority of any claim against the Debtor; (ii) constitute a waiver of the Debtor's or any other party's rights to dispute any claim; (iii) constitute a waiver of any claims the Debtor may have against any counterparty to the Property Lease, whether or not such claims arise under, are related to the rejection of, or are independent of the Property; (iv) constitute a determination that the Property Lease was executory, unexpired, or otherwise not in full force and effect as of the Petition Date; or (v) prejudice any party's rights to assert that the Property Lease was or was not executory or unexpired within the meaning of section 365 of the Bankruptcy Code as of the Petition Date.

8. Adequate notice of, and an opportunity for a hearing on, the Motion has been provided, and such notice satisfies the requirements of Bankruptcy Rule 6004(a).

9. Notwithstanding any applicability of Bankruptcy Rules 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

10. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.