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. 426 & 469**

CERTIFICATION OF COUNSEL REGARDING ORDER AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN DESIGNATED ASSIGNED CONTRACTS TO PTC THERAPEUTICS, INC.

The undersigned hereby certifies as follows:

1. On September 2, 2026, the United States Bankruptcy Court for the District of Delaware (the "**Court**") entered the *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* [Docket No. 426] (the "**PTC Sale Order**").[2] The PTC Sale Order, among other things: (i) authorized Sangamo Therapeutics, Inc., the above-captioned debtor and debtor in possession (the "**Debtor**"), to enter into that certain Purchase Agreement (attached to the PTC Sale Order as **Exhibit A**) pursuant to which the Debtor agreed to sell the Purchased Assets (as defined in the Purchase Agreement) to PTC Therapeutics, Inc. ("**PTC**"), (ii) authorized and approved the assumption and assignment of

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 7000 Marina Blvd., Brisbane, CA 94005.

[2] Capitalized terms used but not defined herein have the meanings given to them in the PTC Sale Order or the Purchase Agreement, as applicable.

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the Assigned Contracts in connection with the Sale , and (iii) authorized the Debtor to take all actions necessary to consummate the Sale.

2. In accordance with paragraph 35 of the PTC Sale Order and Section 2.05(e) of the Purchase Agreement, prior to the closing of the Sale on September 17, 2026 (the "**Closing Date**"), PTC designated certain Previously Omitted Contracts as Assigned Contracts (the "**Designated Assigned Contracts**"). On September 18, 2026, the Debtor filed the *First Notice of Previously Omitted Contracts Designated as Assigned Contracts in Connection with Fabry Sale Transaction* [Docket No. 469] (the "**Designation Notice**"), and Exhibit A thereto identified, among other things, (i) the Designated Assigned Contracts, (ii) the counterparty to each Designated Assigned Contract, and (iii) the Cure Costs (if any) associated with each Designated Assigned Contract.

3. Consistent with paragraph 35 of the PTC Sale Order and Section 2.05(e) of the Purchase Agreement, the Designation Notice established September 30, 2026 (the "**Objection Deadline**") as the deadline for any counterparties to a Designated Assigned Contract to object to the assumption and assignment of the applicable Designated Assigned Contract to PTC (including, without limitation, PTC's proposed form of adequate assurance of future performance) and the associated Cure Costs (if any) with respect to such Designated Assigned Contract. The undersigned further certifies that they have reviewed the Court's docket in this case and no answer, objection, or other pleading to the Designation Notice appears thereon.

4. Accordingly, consistent with paragraph 35 of the PTC Sale Order and Section 2.05(e) of the Purchase Agreement, the Debtor has prepared a proposed form of order (the "**Proposed Order**"), attached hereto as **Exhibit A**, approving the assumption and assignment of the Designated Assigned Contracts to PTC. The Debtor has circulated the Proposed Order to

Office of the United States Trustee for the District of Delaware, counsel to the Official Committee of Unsecured Creditors, and counsel to the Official Committee of Equity Holders, and the aforementioned parties do not object to the entry of the Proposed Order.

WHEREFORE the Debtor respectfully requests that the Proposed Order be entered at the earliest convenience of the Court.

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Dated: October 1, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Nicholas A. Franchi

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Counsel for the Debtor and Debtor in Possession

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 Nos. 426, 469 & ___**

ORDER AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN DESIGNATED ASSIGNED CONTRACTS TO PTC THERAPEUTICS, INC.

Pursuant to the *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* [Docket No. 426] (the "**PTC Sale Order**")[2] and the Purchase Agreement, and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* of the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having previously entered the PTC Sale Order; and the Debtor having filed the *First Notice of Previously Omitted Contracts Designated as Assigned Contract in Connection with Fabry Sale Transaction* [Docket No. 469] (the "**Designation Notice**") concerning those certain Previously Omitted Contracts designated as Assigned Contracts (the "**Designated Assigned Contracts**") in connection with the Sale; and as evidenced by the *Certificate of Service* [Docket No. 480] filed with the Court regarding the Designation Notice, proper, timely, adequate, and sufficient notice of the

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Designation Notice has been provided; and each applicable counterparty to each Designated Assigned Contract having had an adequate opportunity to object to the Cure Costs and to the assumption and assignment to PTC of the applicable Designated Assigned Contract, including objections related to the provision of adequate assurance of future performance by PTC; and in connection with the *Certification of Counsel Regarding Order Authorizing the Assumption and Assignment of the Designated Assigned Contracts* brought before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT

1. In accordance with the terms of the PTC Sale Order and the Purchase Agreement, the assumption and assignment of the Designated Assigned Contracts identified on **Exhibit 1** hereto to PTC is hereby approved as set forth herein and in the PTC Sale Order, and the Debtor is authorized to assume and assign the Designated Assigned Contracts to PTC pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code. The Designated Assigned Contracts are hereby Assigned Contracts for all purposes under the PTC Sale Order and the Purchase Agreement, and all provisions thereof (including, without limitation, all findings of fact contained in the PTC Sale Order) relating to Assigned Contracts shall be applicable to the Designated Assigned Contracts. The assumption and assignment of the Designated Assigned Contracts shall be effective as of the Closing Date.

2. Nothing in this Order is intended to amend, supersede, or modify the PTC Sale Order or the Purchase Agreement.

3. The Debtor is authorized to take all actions and execute all documents necessary or appropriate to effectuate the assumption and assignment of the Designated Assigned Contracts to PTC consistent with this Order, the PTC Sale Order, and the Purchase Agreement.

4. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry and not subject to any stay.

5. This Court shall retain jurisdiction and power over any and all matters arising from or related to this Order.

Exhibit 1

Designated Assigned Contracts

Contract Counterparty	Contract Description	Cure Amount[1]
Medpace Australia Pty. Ltd.	Local Sponsor Agreement dated January 11, 2021	$0.00
Medpace Germany GmbH	Assignment	$0.00
Medpace, Inc.	Termination dated May 2, 2024	$0.00
Medpace, Inc.	Confidential Disclosure Agreement dated February 22, 2017	$0.00
Medpace, Inc.	Confidential Disclosure Agreement dated June 13, 2019	$0.00
Medpace, Inc.	Clinical Study Agreement dated September 15, 2021	$0.00
Medpace, Inc.	Confidential Disclosure Agreement dated January 7, 2010	$0.00
Medpace, Inc.	Confidential Disclosure Agreement dated March 17, 2021	$0.00
Medpace, Inc.	Letter of Authorization dated October 19, 2021	$0.00
Medpace, Inc.	Letter of Intent dated June 26, 2017	$0.00
Medpace Research, Inc.	Letter of Intent dated November 27, 2018	$0.00
Medpace Research, Inc.	Amendment #1 to Letter of Intent dated February 1, 2019	$0.00
Medpace Research, Inc.	Termination dated April 5, 2022	$0.00
Medpace UK Ltd.	Non-Interventional Study Agreement	$0.00
Q-Square Business Intelligence, Inc.	Master Services Agreement dated April 27, 2020	$0.00
Q-Square Business Intelligence, Inc.	Termination dated April 17, 2024	$0.00
Q-Square Business Intelligence, Inc.	Statement of Work #1 dated April 27, 2020	$0.00

[1] The Cure Amounts set forth herein do not reflect postpetition payments that have been made by the Debtor. Postpetition amounts arising under the Designated Assigned Contracts will be paid in the ordinary course and not in connection with payments made to satisfy the Cure Amounts.

Contract Counterparty	Contract Description	Cure Amount[1]
Q-Square Business Intelligence, Inc.	Statement of Work #2 dated November 5, 2020	$0.00
Q-Square Business Intelligence, Inc.	Statement of Work #9 dated January 25, 2022	$0.00
Q-Square Business Intelligence, Inc.	Statement of Work #4 dated November 15, 2021	$0.00
Q-Square Business Intelligence, Inc.	Statement of Work 003SD101 dated February 28, 2023	$0.00
Q-Square Business Intelligence, Inc.	Amendment #1 to MSA dated November 6, 2020	$0.00
Q-Square Business Intelligence, Inc.	Amendment #1 to MSA dated December 22, 2021	$0.00
Q-Square Business Intelligence, Inc.	Change Order #1 to Statement of Work #6 dated December 9, 2022	$0.00
Q-Square Business Intelligence, Inc.	Statement of Work #10 dated April 22, 2022	$0.00
Q-Square Business Intelligence, Inc.	Statement of Work for ST-920 BLA dated February 7, 2025	$0.00
Bioclinica, Inc.	Confidential Disclosure Agreement dated October 5, 2017	$0.00
Bioclinica, Inc.	Non-Disclosure Agreement dated February 17, 2016	$0.00
Bioclinica, Inc.	Confidential Disclosure Agreement dated March 29, 2021	$0.00
Helmut Schweiger, Clinical Research and Project Management (CRP)	Master Services Agreement, dated May 13, 2026	$7,717.50
PCI Pharma Services	Global Clinical Services Quality (Technical) Agreement dated November 4, 2021	$0.00