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**: **November 4, 2026 at 4:00 p.m. (ET)** **Hearing Date**: **November 23, 2026 at 10:00 a.m. (ET)**

MOTION OF DEBTOR FOR ENTRY OF AN ORDER EXTENDING TIME TO ASSUME OR REJECT REMAINING UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY AND GRANTING RELATED RELIEF

Sangamo Therapeutics, Inc., as debtor and debtor-in-possession (the "**Debtor**") in the above-captioned case, hereby files this motion (this "**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) extending the initial 120-day period for the Debtor to assume or reject its remaining unexpired lease of nonresidential real property (the "**Initial Assumption/Rejection Deadline**")[2] by forty days, through and including November 30, 2026, without prejudice to the Debtor's right to seek further extensions, and (ii) granting related relief.

JURISDICTION AND VENUE

2. The United States Bankruptcy Court for the District of Delaware (this "**Court**") has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing*

[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] Pursuant to rule 9006-2 of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), the filing of this Motion prior to the expiration of the Initial Assumption/Rejection Deadline automatically extends such deadline until such time as the Court rules on this Motion.

2610989261021000000000005

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 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 section 365(d)(4) of title 11 of the United States Code (the "**Bankruptcy Code**"), rule 9006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Local Rule 9006-2.

4. Pursuant to rule 9013-1(f) of 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 Court lacks Article III jurisdiction to enter such final order or judgment absent consent of the parties.

BACKGROUND

A. General Background

3. 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**")[3] and on August 5, 2026, the U.S. Trustee appointed the Official Committee of Equity Holders in this Chapter 11 Case (the "**Equity Committee**").[4] To date, no request has been made for the appointment of a trustee or examiner in this Chapter 11 Case.

[3] The U.S. Trustee subsequently filed notices amending the membership of the Creditors' Committee. *See* Docket Nos. 491, 496.

[4] On September 16, 2026, the U.S. Trustee filed a notice amending the membership of the Equity Committee. *See* Docket No. 457.

4. 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].

B. The Sale Transactions

5. On July 14, 2026, the Court entered an order [Docket No. 122] (the "**Bidding Procedures Order**"), which approved, among other things, certain procedures for the sale or sales of the Debtor's assets (the "**Bidding Procedures**"). Following a successful sale process in accordance with the Bidding Procedures, the Debtor ultimately achieved approval of the following sale transactions:

(i) 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 to certain purchasers. The Equipment Sales closed on or about August 20, 2026.

(ii) Also on August 20, 2026, the Court entered an order [Docket No. 362] (the "**Merope Sale Order**") approving, among other things, the sale (the "**Merope Sale Transaction**") of certain assets to Merope Acquisition Sub, LLC. The Merope Sale Transaction closed on September 4, 2026 [Docket No. 436].

(iii) On September 2, 2026, the Court entered an order [Docket No. 426] (the "**PTC Sale Order**" and together with the Equipment Sale Orders and the Merope Sale Order, the "**Sale Orders**"), approving, among other things, the sale (the "**PTC Sale Transaction**" and together with the Equipment Sales and the Merope Sale Transaction, the "**Sale Transactions**") of certain assets to PTC Therapeutics, Inc. ("**PTC**"). The PTC Sale Transaction closed on September 17, 2026 [Docket No. 468].

C. The Unexpired Lease

6. During the pendency of the Chapter 11 Case, the Court has entered two orders [Docket Nos. 141 & 462] pursuant to which the Debtor rejected each of its unexpired leases of non-residential real property except for that certain *Lease Agreement* (together with any related

agreements, amendments, modifications or side letters related thereto, the "**Brisbane Lease**") dated as of November 3, 2017, by and between the Debtor and Marina Boulevard Property, LLC (the "**Landlord**") for office and laboratory space located at 7000 Marina Blvd, Brisbane, CA 94005 (the "**Leased Premises**").

7. In connection with the PTC Sale Transaction, the Debtor and PTC entered into that certain *Transition Services Agreement* (the "**PTC TSA**"), pursuant to which the Debtor agreed to, among other things, provide access to the Leased Premises to PTC for a period of forty-five days (i.e. through November 1, 2026) (the "**TSA Access Period**") unless PTC provides notice to the Debtor allowing for termination on an earlier date. On October 15, 2026, PTC sent a notice to the Debtor indicating it would terminate the TSA Access Period effective as of October 23, 2026 at 11:59 p.m. (Pacific Standard Time). Following the termination of the TSA Access Period, the Debtor intends to vacate the Lease Premises and reject the Brisbane Lease.

8. Pursuant to section 365(d)(4)(A) of the Bankruptcy Code, the Debtor must make a decision to assume or reject the Brisbane Lease on or before the earlier of (i) the date of entry of the order confirming a chapter 11 plan or (ii) October 21, 2026. However, section 365(d)(4)(B)(i) of the Bankruptcy Code provides that such deadline may be extended, for cause, for an additional ninety days. The Debtor submits that cause exists to extend the Initial Assumption/Rejection Deadline for an additional forty days, through and including November 30, 2026, so that the Debtor may provide PTC access to the Leased Premises through October 23, 2026 and thereafter vacate and reject the Leased Premises.

BASIS FOR RELIEF

9. Section 365(d)(4)(A) of the Bankruptcy Code provides that an unexpired lease of nonresidential real property under which a debtor is a lessee shall be deemed rejected if the debtor

does not assume or reject such unexpired lease before the earlier of 120 days after the petition date or the date of entry of an order confirming a plan. 11 U.S.C. § 365(d)(4)(A). Pursuant to section 365(d)(4)(B) of the Bankruptcy Code, the Court may extend this period "for 90 days . . . for cause." 11 U.S.C. § 365(d)(4)(B). Any subsequent extensions of the deadline to assume or reject unexpired leases of nonresidential real property under which any of the debtors is a lessee may be granted with the prior written consent of the affected lessors. 11 U.S.C. § 365(d)(4)(B)(ii).

10. A bankruptcy court may "consider a particular debtor's need for more time in order to analyze leases in light of the plan it is formulating." *Legacy, Ltd. v. Channel Home Ctrs., Inc. (In re Channel Home Ctrs., Inc.)*, 989 F.2d 682, 689 (3d Cir. 1993), *cert. denied*, 510 U.S. 865 (1993) (citing *In re Wedtech Corp.*, 72 B.R. 464, 471–72 (Bankr. S.D.N.Y. 1987)); *see also In re GST Telecom Inc.*, No. 00-1982-GMS, 2001 WL 686971, at *3 (D. Del. June 8, 2001) (holding that "equity dictates that courts can grant debtors additional time in which to decide whether to assume or reject a particular lease"). Courts have considered the following non-exclusive factors in evaluating whether cause exists to extend the time to assume or reject unexpired leases of nonresidential real property:

(i) whether the leases are a primary asset of the estate;

(ii) the number of leases the debtor must evaluate;

(iii) whether the debtor has had sufficient time to develop a chapter 11 plan;

(iv) whether the debtor continues to make rental payments;

(v) the complexity of the case; and

(vi) whether the debtor's continued occupation of the leased property could damage the lessor beyond compensation permitted under the Bankruptcy Code.

See South St. Seaport L.P. v. Burger Boys, Inc. (In re Burger Boys, Inc.), 94 F.3d 755, 760-61 (2d Cir. 1996).

11. Cause exists to extend the Initial Assumption/Rejection Deadline as requested herein. Prior to the closing of the Sale Transactions, the Leased Premises was critical to the Debtor's operations as it served as the Debtors primary office and was used to conduct certain significant development activities. While the Sale Transactions have now closed, the Debtor is obligated to maintain the Leased Premises through October 23, 2026, after which the Debtor will require additional time to vacate and reject the Brisbane Lease.

12. Absent the relief requested herein, the Debtor risks the Brisbane Lease being rejected by operation of law pursuant to section 365(d)(4) of the Bankruptcy Code, which would be in contravention of the Debtor's obligations under the PTC TSA and would not provide adequate time for the Debtor to vacate the Leased Premises. If the Debtor were compelled to prematurely decide whether to assume or reject the Brisbane Lease, it would be forced to either (a) assume the Brisbane Lease, which would lead to unnecessary administrative claims against the estate when the lease is ultimately terminated, or (b) reject the Brisbane Lease, which would breach the PTC TSA and prevent the Debtor from vacating the Leased Premises in an orderly manner.

13. Moreover, the Debtor's continued use of the Leased Premises and requested extension of the Initial Assumption/Rejection Deadline should neither prejudice the Landlord nor adversely affect its substantive rights. Pending its decision to assume or reject the Leased Premises, the Debtor has satisfied, and will continue to perform, its undisputed obligations arising from and after the Petition Date in accordance with the Bankruptcy Code. In addition, the Debtor has provided notice of this Motion to the Landlord and, if circumstances should change, the Bankruptcy Code allows the Landlord to request that the Court, upon showing of cause, establish an earlier deadline by which the Debtor would be required to assume or reject the Brisbane Lease.

14. Finally, the Debtor's Chapter 11 Case is large and complex. The Debtor entered bankruptcy with specialized pharmaceutical programs at various stages of development and negotiations with certain potential buyers and other parties already underway. During the early stages of this Chapter 11 Case—in addition to stabilizing its businesses and complying with its chapter 11 obligations—the Debtor engaged in a comprehensive sale process for its drug programs, which included extensive due diligence, hard-fought negotiations among sophisticated parties, and a competitive auction. During these complex early stages of the Chapter 11 Case, and given the uncertainty regarding whether a buyer would request the assumption and assignment of the Brisbane Lease, the Debtor was unable to determine whether it should assume or reject the Brisbane Lease. Thus, the complexity of the Chapter 11 Case further supports the requested extension.

15. Accordingly, the Debtor submits that cause exists for this Court to extend the Initial Assumption/Rejection Deadline for an additional forty days through and including November 30, 2026.

RESERVATION OF RIGHTS

16. Nothing contained herein or any order granting the relief requested in this Motion, and no action taken pursuant to the relief requested or granted, is intended as or shall be construed or deemed to be: (i) an admission as to the validity, amount or priority of any claim against the Debtor; (ii) a waiver of the Debtor's rights to dispute any claim; (iii) a promise or requirement to pay any claim; (iv) a waiver of any claim or cause of action of the Debtor that exists against any entity; (v) a ratification or authorization to assume, adopt, or reject any agreement, contract or lease under section 365 of the Bankruptcy Code; (vi) a waiver or limitation of the Debtor's right under the Bankruptcy Code, any other applicable law or any agreement; (vii) an admission by the Debtor that a particular instrument is or is not a true lease or a lease of non-residential real property,

or (viii) an admission or concession as to the validity, priority, and enforceability or perfection of any lien on, security in, or other encumbrance on property of the Debtor's estate, and the Debtor expressly reserves and preserves its right to contest the extent, validity, or perfection, or seek avoidance of, any lien.

NOTICE

17. The Debtor has provided notice of this Motion to the following parties or their respective counsel: (i) the U.S. Trustee; (ii) counsel to the Creditors' Committee; (iii) counsel to the Equity Committee; (iv) the Internal Revenue Service; (v) the Securities and Exchange Commission; (vi) the United States Attorney's Office for the District of Delaware and all other states in which the Debtor operates; (vi) the Landlord; and (viii) any such other party entitled to receive notice pursuant to Bankruptcy Rule 2002. The Debtor submits that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

NO PRIOR REQUEST

18. No previous request for the relief sought herein has been made by the Debtor to this 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.

Dated: October 21, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ James F. McCauley

Daniel J. DeFranceschi (No. 2732)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
James F. McCauley (No. 6991)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Emails: defranceschi@rlf.com
steele@rlf.com
schlauch@rlf.com
mccauley@rlf.com

-and-

Cullen D. Speckhart
Lauren A. Reichardt
Miriam Peguero Medrano
COOLEY LLP
55 Hudson Yards
New York, NY 10001-2157
Telephone: (212) 479-6000
Emails: cspeckhart@cooley.com
lreichardt@cooley.com
mpegueromedrano@cooley.com

-and-

Robert L. Eisenbach III
COOLEY LLP
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
Telephone: (415) 693-2000
Email: reisenbach@cooley.com

Counsel for the Debtor and Debtor in Possession

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**: **November 4, 2026 at 4:00 p.m. (ET)** **Hearing Date**: **November 23, 2026 at 10:00 a.m. (ET)**

NOTICE OF MOTION AND HEARING

PLEASE TAKE NOTICE that, on October 21, 2026 the debtor and debtor-in-possession in the above captioned case (the "**Debtor**") filed the *Motion of Debtor for Entry of an Order Extending Time to Assume or Reject Remaining Unexpired Lease of Nonresidential Real Property and 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 **November 4, 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 North Market Street, 3rd Floor, Courtroom 7, Wilmington, Delaware 19801 on **November 23, 2026 at 10:00 a.m. (prevailing Eastern Time)**.

[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.

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.

[*Remainder of Page Intentionally Left Blank*]

Dated: October 21, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ James F. McCauley

Daniel J. DeFranceschi (No. 2732)
Amanda R. Steele (No. 5530)
Brendan J. Schlauch (No. 6115)
James F. McCauley (No. 6991)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Telephone: (302) 651-7700
Facsimile: (302) 651-7701
Email: defranceschi@rlf.com
steele@rlf.com
schlauch@rlf.com
mccauley@rlf.com

-and-

Cullen D. Speckhart
Lauren A. Reichardt
Miriam Peguero Medrano
COOLEY LLP
55 Hudson Yards
New York, NY 10001-2157
Telephone: (212) 479-6000
Facsimile: (212) 479-6275
Email: cspeckhart@cooley.com
lreichardt@cooley.com
mpegueromedrano@cooley.com

-and-

Robert L. Eisenbach III
COOLEY LLP
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
Telephone: (415) 693-2000
Email: reisenbach@cooley.com

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 No. __**

ORDER EXTENDING TIME TO ASSUME OR REJECT UNEXPIRED LEASE OF NONRESIDENTIAL REAL PROPERTY AND GRANTING RELATED RELIEF

Upon the motion (the "**Motion**"),[2] of the Debtor for entry of an order (this "**Order**"), pursuant to section 365(d)(4) of the Bankruptcy Code, Bankruptcy Rule 9006, and Local Rule 9006-2, extending the Initial Assumption/Rejection Deadline by approximately fourty days, through and including November 30, 2026, without prejudice to the Debtor's right to seek further extensions with the consent of the applicable landlord, 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* for 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 in the Motion 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

[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 meaning ascribed to such term in the Motion.

consider the relief requested in the Motion; and the Court having reviewed 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 section 365(d)(4) of the Bankruptcy Code, the time by which the Debtor may assume or reject the Brisbane Lease is extended through and including November 30, 2026.

3. The entry of this Order is without prejudice to the Debtor's right to request further extensions of the time to assume or reject the Brisbane Lease in accordance with section 365(d)(4)(B).

4. Nothing in the Motion or this Order shall be deemed or construed as (a) an assumption or rejection of any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or (b) an admission or finding with respect to whether any of the Debtor's contracts or leases is an unexpired lease of nonresidential real property within the meaning of section 365(d) of the Bankruptcy Code. Any and all of the Debtor's rights, claims, and defenses with respect to the characterization of the Unexpired Leases pursuant to sections 365(d)(3) and 365(d)(4) of the Bankruptcy Code or otherwise are expressly reserved.

5. The Debtor is authorized to take all reasonable actions necessary or appropriate to effectuate the relief granted in this Order.

6. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.