THIS MOTION SEEKS TO, AMONG OTHER THINGS, REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES. PARTIES RECEIVING THIS MOTION SHOULD LOCATE THEIR NAME AND APPLICABLE CONTRACT OR LEASE IN THE SCHEDULE ATTACHED TO THE PROPOSED ORDER AS SCHEDULE 1.

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 13, 2026 at 4:00 p.m. (ET)** **Hearing Date: November 23, 2026, at 10:00 a.m. (ET)**

SECOND OMNIBUS MOTION OF THE DEBTOR FOR ENTRY OF AN ORDER (I) AUTHORIZING THE DEBTOR TO (A) REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (B) ABANDON CERTAIN REMAINING PROPERTY, 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 executory contracts and unexpired leases identified on **Schedule 1** attached to the Proposed Order, together with any related agreements, amendments, modifications or side letters related thereto (the "**Rejected Agreements**," and the counterparties thereto, the "**Counterparties**"), effective as of the applicable date stated in **Schedule 1** attached to the Proposed Order (the "**Rejection Date**"),

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 470 Noor Ave., Suite B #1306, South San Francisco, CA 94080.

and (b) abandon certain Remaining Property (as defined below) in connection with the rejection of the Brisbane Lease (as defined below), effective 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 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 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 United States Bankruptcy Court for the District of Delaware (this "**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**").[2] On August 5, 2026, the U.S. Trustee appointed the Official Committee of Equity Holders in this Chapter 11 Case (the "**Equity Committee**").[3] 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] (the "**First Day Declaration**").

II. The Sale Transactions

7. 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:

a. On August 20, 2026, the Court entered orders [Docket Nos. 356 and 358] approving the sales (the "**Equipment Sales**") of certain laboratory equipment, office furniture, and small laboratory items and supplies to Surplus Solutions, LLC ("**Surplus Solutions**") and Future Solution Investments LLC. The Equipment Sales closed on or about August 20, 2026.

b. Also on August 20, 2026, the Court entered an order [Docket No. 362] 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].

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[2] The U.S. Trustee filed two notices amending the membership of the Creditors' Committee following its appointment. *See* Docket No. 491 & 496.

[3] The U.S. Trustee filed a notice amending the membership of the Equity Committee following its appointment. *See* Docket No. 457.

c. On September 2, 2026, the Court entered an order [Docket No. 426], 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].

III. Rejection of the Rejected Agreements

a. The Brisbane Lease

8. The Debtor is party to that certain *Lease Agreement* (the "**Brisbane Lease**"), dated as of November 3, 2017, with Marina Boulevard Property, LLC (the "**Landlord**") for office and laboratory space located at 7000 Marina Blvd, Brisbane, CA 94005 (the "**Leased Premises**" or the "**Brisbane Facility**"). 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). Upon the conclusion of the TSA Access Period, the Debtor vacated the Leased Premises, and the Leased Premises has no value to the Debtor or its estate. Absent rejection, the Debtor would be obligated to continue to accrue postpetition rent under the Brisbane Lease. Accordingly, the Debtor determined, in its business judgement, that the rejection of the Brisbane Lease is in the best interests of its estate and stakeholders.

9. As of the Rejection Date, the Debtor has vacated the Leased Premises and provided the Landlord with access to all keys, security codes, or other means of access to the Leased Premises. Therefore, the Debtor respectfully requests that the rejection of the Brisbane Lease be effective as of the Rejection Date. Further, prior to the Rejection Date, the Debtor removed all

personal property of value from the Leased Premises. Nevertheless, certain assets of inconsequential value may remain at the Leased Premises (the "**Remaining Property**").[4] Accordingly, out of an abundance of caution, the Debtor seeks authority to abandon any such Remaining Property because it believes it would be impractical or cost prohibitive to remove or sell such Remaining Property.

b. The Van Lease

10. The Debtor is also party to that certain California Motor Vehicle Lease Agreement, dated March 30, 2021 (the "**Van Lease**"), between the Debtor, as lessee, Michael Stead's Hilltop Ford Kia (the "**Dealer**"), as lessor, Ford Motor Credit Company, as the finance company, and Cab West, LLC ("**Cab West**"), as the holder. Pursuant to the Van Lease, the Debtor leased a Ford Transit van that it used in connection with its businesses (the "**Van**").

11. Following the closing of the Sale Transactions and the transition of the Debtor's assets to the buyers, the Van is no longer of any use to the Debtor and provides no benefit to the Debtor's estate. Accordingly, to avoid accruing postpetition lease payments under the Van Lease, the Debtor determined in its business judgment that rejecting the Van Lease would be in the best interests of its estate and stakeholders. Prior to the Rejection Date, the Debtor has returned the Van and all keys to the Dealer. Accordingly, the Debtor respectfully requests that the rejection of the Van Lease be effective as of the Rejection Date.

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[4] The Remaining Property includes certain equipment, including cabinets and freezers that have been decontaminated, as well as an emergency backup generator (the "**Generator**") and related diesel fuel.

Prior to filing this Motion, CBRE, Inc. ("**CBRE**"), the Landlord's agent, informed the Bay Area Air Quality Management District that the Landlord would assume all responsibilities for the Generator including all reporting responsibilities. On October 29, 2026, San Mateo County Environmental Health Services Department completed an inspection of both the Generator and the Leased Premises, which the Generator and Leased Premises passed.

c. The Copier Agreements

12. The Debtor is party to: (i) that certain *Sale and Services Agreement*, dated January 14, 2025 (the "**2025 Copier Agreement**"), between the Debtor and MRC Smart Technology Solutions, Inc. ("**MRC**"), and (ii) that certain *Value Lease Agreement*, dated as of August 25, 2023 (the "**2023 Copier Agreement**," and, together with the 2025 Copier Agreement, the "**Copier Agreements"**) with U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("**U.S. Bank**"), as lessor, and MRC, as supplier. Pursuant to the Copier Agreements, the Debtor leased certain copiers and related equipment and software (the "**Copiers and Equipment**") that it used at its facility in Port Richmond, California (the "**Port Richmond Facility**").

13. On September 17, 2026, the Court entered an order [Docket No. 462], pursuant to which the Debtor rejected the lease for the Port Richmond Facility. Following such rejection, the Debtor stored the Copiers and Equipment at the Brisbane Facility and contacted U.S. Bank regarding their return. U.S. Bank responded that they would not collect the Copiers and Equipment and that they would, instead, abandon them. Following such abandonment, Surplus Solutions, one of the buyers in connection with the Equipment Sales, took possession of the Copiers and Equipment.[5]

14. Following the rejection of the Port Richmond Facility and the closing of the Sale Transactions, the Debtor had no use for the Copiers and Equipment. Accordingly, to avoid accruing postpetition charges under the Copier Agreements, the Debtor determined in its business judgment that rejecting the Copier Agreements and allowing Surplus Solutions to take possession of the abandoned Copiers and Equipment would be in the best interests of its estate and

[5] Despite U.S. Bank's abandonment of the Copiers and Equipment, the Debtor has not made any claim of ownership with respect thereto.

stakeholders. In light of the foregoing, the Debtor requests that the Copiers and Equipment be rejected as of the Rejection Date.

BASIS FOR RELIEF REQUESTED

A. The Rejection of the Rejected Agreements is an Appropriate Exercise of the Debtor's Business Judgment

15. 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 executory contract or 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 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).

16. As set forth above, following the closing of the Sale Transactions, the Debtor has transitioned certain of its assets to the buyers. Accordingly, the Debtor has determined, in the sound exercise of its business judgment, that the Debtor no longer has a need for the Leased Premises, the Van, or the Copiers and Equipment. Absent rejection, the Debtor may continue to incur administrative expenses arising under the Rejected Agreements without any corresponding benefit to its estate. Rejection of the Rejected Agreements will relieve the Debtor of an unnecessary burden and financial strain and, thus, is in the best interests of the Debtor's estate and its stakeholders. Accordingly, authorizing the Debtor to reject the Rejected Agreements as of the Rejection Date constitutes a sound exercise of the Debtor's business judgment.

B. The Retroactive Rejection of the Rejected Agreements as of the Rejection Date Is Appropriate Under the Circumstances

17. 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 retroactive rejection of a nonresidential lease of real property where, among other things, advance notice was 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.").

18. The balance of the equities favors rejection of the Rejected Agreements effective as of the Rejection Date. As discussed herein, absent retroactive rejection, the Debtor may incur unnecessary administrative charges and other obligations under the Rejected Agreements without any reciprocal benefits to its estate. The Counterparties, 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 applicable Counterparty prior to or contemporaneously with filing this Motion. Courts that have permitted retroactive rejection generally have permitted rejection of an executory contract or unexpired lease to be effective as of the date on which the debtor gave the non-debtor party to the executory contract or unexpired lease definitive notice of the debtor's intent to reject. *See, e.g.*, *In re Finch Therapeutics Group, 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 Rejected Agreements to the applicable Counterparties, and after the filing of this Motion, the Debtor will serve this Motion on the date hereof by email and overnight mail on the Counterparties, demonstrating the Debtor's unequivocal intent to reject the Rejected Agreements as of the Rejection Date.

19. 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, with respect to the Brisbane Lease, 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 Brisbane Lease, (iii) waived its right to withdraw this Motion with respect to the Brisbane Lease and (iv) is providing contemporaneous notice of this Motion to the Landlord by overnight mail and email.

20. Therefore, the Debtor submits that it is fair and equitable for the Court to grant rejection of the Rejected Agreements effective as of the applicable Rejection Date.

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

21. 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 Midatlantic Nat'l Bank*, 474 U.S. 494, 501 (1986); *see also In re St. Lawrence Corp*., 239 B.R. 720, 724 (D. N.J. 1999) (stating that "proof of contamination constituting 'imminent and identifiable harm'" was required for contamination to "raise an exception to the abandonment power" under *Midatlantic*.). Neither of these limitations is relevant under the instant facts.

22. 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, including the decontaminated cabinets and freezers

and the Generator and related diesel fuel, 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 would exceed any realistic economic benefit that might be realized by retaining such property.

23. Additionally, the Remaining Property, including the Generator and fuel, poses no harm to the public's health or welfare. Specifically, with respect to the Generator and fuel, courts have found that similar property did not meet the *Midatlantic* exception to abandonment where there was no evidence that the property created an imminent threat to public health and where there was no evidence that a regulatory authority ordered the property's removal. *See In re Mahoney-Troast Const. Co.*, 189 B.R. 57, 61 (Bankr. D.N.J. 1995) (finding the *Midatlantic* exception to abandonment was inapplicable where there was "absolutely nothing in the record . . . that indicat[d] [] storage tanks or [] contaminated soil posed an imminent threat to the public health" and "no regulatory authority ha[d] ordered the debtor to undertake a cleanup"); *In re Contemporary Indus.*, No. BK98-80382, 1998 Bankr. LEXIS 2013, at *5 (Bankr. D. Neb. Aug. 13, 1998) (finding the *Midatlantic* exception to abandonment did not apply to the debtor's abandonment of fuel storage tanks where the objecting party "offered no evidence that any environmental harm [would] result from the abandonment"). Prior to the Debtor vacating the Leased Premises, San Mateo County Environmental Health Services Department inspected the Generator and the Generator passed such inspection. Accordingly, the Debtor submits that, like all of the Remaining Property, the Generator and related diesel fuel do not present a threat to the public's health or welfare.

24. 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)

25. 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

26. 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

27. Notice of this Motion will be given to (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; (vii) the Counterparties; (viii) the Bay Area Air Quality Management District, (ix) San Mateo County Environmental Health Services Department 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

28. 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: October 30, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Amanda R. Steele

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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**: **November 13, 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 30, 2026, the debtor and debtor-in-possession (the "**Debtor**") filed the *Second Omnibus Motion of the Debtor for Entry of an Order (I) Authorizing the Debtor to (A) Reject Certain Executory Contracts and Unexpired Leases and (B) Abandon Certain Remaining Property, 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 **November 13, 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 470 Noor Ave., Suite B #1306, South San Francisco, CA 94080.

North Market Street, 3rd Floor, Courtroom 7, Wilmington, Delaware 19801 on **November 23, 2026 at 10:00 a.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.

[*Remainder of Page Intentionally Left Blank*]

Dated: October 30, 2026
Wilmington, Delaware

Respectfully submitted,

/s/ Amanda R. Steele

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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. __**

SECOND OMNIBUS ORDER (I) AUTHORIZING THE DEBTOR TO (A) REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (B) ABANDON CERTAIN REMAINING PROPERTY, 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 (this "**Order**") (i) authorizing the Debtor to (a) reject the Rejected Agreements identified on **Schedule 1** attached hereto, effective as of the applicable Rejection Date set forth thereon, and (b) abandon certain remaining property in connection with the rejection of the Brisbane Lease 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

[1] The Debtor and the last four digits of its taxpayer identification number are: Sangamo Therapeutics, Inc. (9556). The Debtor's mailing address is 470 Noor Ave., Suite B #1306, South San Francisco, CA 94080.

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

(if necessary) having been held to 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 sections 105(a) and 365(a) of the Bankruptcy Code, the Rejected Agreements identified on **Schedule 1** hereto, are hereby rejected by the Debtor effective as of the applicable 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 applicable Counterparty as a security deposit or pursuant to another similar arrangement, or owed to the Debtor by the Counterparty under the Rejected Agreements, as applicable, 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, the 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, and without further notice or liability to the Debtor or any third party.

6. Any claims arising out of the rejection of the Rejected Agreements 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. (prevailing Eastern Time) on the date that is 30 days following the entry of this Order. The Debtor reserves all rights to contest any rejection damages claim on any and all applicable grounds.

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, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Agreements, as applicable; (iv) constitute a determination that the Rejected Agreements were 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 Rejected Agreements were or were 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 Rule 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.

SCHEDULE 1

Rejected Agreements

Lessor Counterparty and Address	Description of Agreement	Rejection Date
Marina Boulevard Property, LLC c/o Westport Capital Partners LLC 2121 Rosecrans Avenue, Suite 4325, El Segundo, CA 40 Danbury Road, Wilton, Connecticut 06897	*Lease Agreement*, dated November 3, 2017	October 30, 2026
MRC Smart Technology Solutions, Inc. 904 Weddell St. Sunnyvale, CA 94089 5657 Copley Dr. San Diego, CA 92111	*Sales and Service Agreement*, dated January 14, 2025	October 30, 2026
Michael Stead's Hilltop Ford Kia 3280 Auto Plaza Richmond, CA 94806 **Ford Motor Credit Company** 4515 N. Santa Fe. Ave. Oklahoma City, OK 73118 **Cab West, LLC** On American Rd. Dearborn, MI 48126	*California Motor Vehicle Lease Agreement*, dated March 30, 2021	October 30, 2026

U.S. Bank Equipment Finance 1310 Madrid St. #101 Marshall, MN 56258 **MRC Smart Technology Solutions** 904 Weddell St. Sunnyvale, CA 94089	*Value Lease Agreement*, dated as of March 30, 2023	October 30, 2026