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.	**Obj. Deadline: November 23, 2026 at 4:00 p.m. (ET)** **Hearing Date: December 15, 2026 at 10:00 a.m. (ET)**

APPLICATION OF THE OFFICIAL COMMITTEE OF EQUITY HOLDERS FOR AN ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF BERKELEY RESEARCH GROUP, LLC AS TRANSACTION DILIGENCE ADVISOR, EFFECTIVE AS OF OCTOBER 22, 2026

The Official Committee of Equity Holders (the "Equity Committee") appointed in the chapter 11 case of the above-captioned debtor and debtor-in-possession (the "Debtor") hereby files this application (the "Application"), pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code (the "Bankruptcy Code"), rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (as amended, the "Local Rules"), for the entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), authorizing and approving the employment and retention of Berkeley Research Group, LLC ("BRG") as transaction diligence advisor to the Equity Committee, effective as of October 22, 2026, on the terms set forth in the engagement letter dated October 22, 2026, including Statement of Work #1 thereto (collectively, the "Engagement Letter"),[2] a copy of which is attached hereto as **Exhibit B**. In support of this Application, the Equity Committee submits the Declaration of Kyle Reid, a copy of which is attached hereto as **Exhibit C** (the "Reid

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94804.

[2] Any references to, or summaries of, the Engagement Letter in this Application are qualified by the express terms of the Engagement Letter, which shall govern if there is any conflict between the Engagement Letter and such summaries or references herein. Additionally, any capitalized terms used in this Application and not otherwise defined herein shall have the meanings given to them in the Engagement Letter.

Declaration"). In further support of this Application, the Equity Committee respectfully represents as follows:

JURISDICTION AND VENUE

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicates for the relief requested herein are sections 328(a) and 1103(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 5002, and Local Rule 2014-1.

2. Pursuant to Local Rule 9013-1(f), the Equity Committee consents to the entry of a final judgment or order with respect to the Application, even if it is determined that the Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

BACKGROUND

3. On June 23, 2026 (the "Petition Date"), the Debtor filed with this Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case").

4. The Debtor has continued in the possession of its property and has continued to operate and manage its business as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case.

5. On August 5, 2026, the United States Trustee for Region 3 (the "U.S. Trustee") appointed a five-member Equity Committee consisting of: (i) Kenneth Grossman; (ii) Venkata Jalagam; (iii) Frank J. Foley; (iv) Adam Nagin; and (v) Charlestown Jupiter Fund, LLC. Frank J. Foley subsequently withdrew from the Equity Committee. On September 16, 2026, the U.S.

Trustee filed an amended notice of appointment that added Kays Alali as a member of the Equity Committee.

6. On August 5, 2026, the Equity Committee selected Orrick, Herrington & Sutcliffe LLP as counsel ("Orrick"), Morris James LLP as Delaware co-counsel ("Morris James" and together with Orrick "Counsel"), and Dundon Advisers LLC ("Dundon") as financial advisor. On October 22, 2026, the Equity Committee engaged BRG as transaction diligence advisor.

7. On October 21, 2026, the Debtor filed the *Motion of Debtor for Entry of an Order (I) Extending the Exclusive Periods to File and Solicit Acceptances of a Chapter 11 Plan and (II) Granting Related Relief* [Docket No. 528] (the "Exclusivity Motion"), which asks the Court to extend the Debtor's exclusive periods to file a chapter 11 plan and to solicit acceptances of that plan through and including December 23, 2026 and February 24, 2027, respectively.

8. As explained more fully in the Exclusivity Motion, the Debtor's asset sales have generated cash proceeds of more than $163 million, plus an additional $100 million in milestone payments, and the Debtor expects to satisfy all allowed administrative, priority, and general unsecured claims in full. The Debtor and the Equity Committee are now exploring transactions that maximize value for the Debtor's stakeholders, including plan sponsor transactions and other restructuring alternatives for the benefit of existing equity holders. The Equity Committee, with the Debtor's support and cooperation, has undertaken additional marketing efforts to solicit plan sponsor bids and other reorganization alternatives. Those efforts have generated interest from several parties. The Debtor and the Equity Committee are also working toward a consensual chapter 11 plan that the Debtor and the Equity Committee could propose jointly.

REQUESTED RELIEF AND REASONS THEREFORE

9. By this Application, pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code and Bankruptcy Rule 2014, the Equity Committee requests entry of the Proposed Order attached hereto as **Exhibit A**, authorizing and approving the employment and retention of BRG, effective as of October 22, 2026 in connection with this Chapter 11 Case.

10. In connection with the ongoing marketing and plan process, the Equity Committee seeks to engage BRG to provide certain transaction diligence services with respect to a potential transaction party (the "Target"),[3] including a Quality of Earnings transaction analysis ("QofE"). The QofE is needed so that the Equity Committee can assess the quality and sustainability of the Target's earnings, its cash generation, its working capital, and its debt and debt-like obligations. The Equity Committee will use that analysis to evaluate whether a plan transaction with the Target would maximize value for the Debtor's estate and its equity holders, and to negotiate the terms of any such transaction on an informed basis.

A. Services to be Provided

11. The Equity Committee respectfully submits that it will be necessary to employ and retain BRG pursuant to sections 328(a) and 1103(a) of the Bankruptcy Code to provide transaction due diligence services in connection with the Equity Committee's evaluation of the Target, as set forth in the Engagement Letter (the "Diligence Services"), as directed by the Equity Committee or Counsel. Subject to the availability of requested financial information and further order of this Court, the Diligence Services are expected to cover the fiscal years ended December 31, 2024 and 2025 and the latest twelve months ended September 30, 2026 (or the most recent period available), and include, among other things:

[3] Because discussions with the Target are ongoing and confidential, the Target's identity is not being publicly disclosed at this time.

a. Analyze the Target's historical results and prepare a quality-of-earnings analysis addressing sustainable standalone EBITDA, including reconciliation of monthly and annual financial information, assessment of proposed adjustments, and presentation of normalized earnings separately from current annualized fee earnings and forecast scenarios;

b. Review the Target's available annual financial statements and supporting audit information, including audit reports, audit adjustments, management letters, and, subject to auditor consent and access, relevant audit workpapers, and reconcile the Target's trial balances to its reported financial statements;

c. Analyze the relationship between the Target's earnings and cash available to the acquired interest, including ownership and distribution agreements, mandatory distributions, and distributable cash after operating requirements and contractual commitments;

d. Analyze the Target's financial reporting practices, including revenue recognition, fee accruals, compensation, related-party transactions, monthly closing procedures, and accounting system and fund-administrator interfaces;

e. Analyze the Target's assets under management, client retention, and retained fee revenue, including asset bridges, fund flows, concentration, fee recalculations, and expense-support and recapture agreements;

f. Assess available cash and corporate investments, including restrictions, operating requirements, seed capital, and separation from client assets; identify leases, guarantees, and acquisition-related obligations;

g. Analyze the Target's historical compensation and operating expenses;

h. Analyze the Target's fee receivables and other operating assets for aging, collectability, classification, cutoff, and recoverability;

i. Analyze the Target's accounts payable and accrued liabilities, including related-party payables, service-provider arrangements, and potential unrecorded liabilities; and

j. Prepare a financial analysis, including a QofE Transaction Analysis, supported by walk-through calls with the Equity Committee.

12. In addition to the Diligence Services contemplated above, BRG has agreed, to the extent requested, to perform tax due diligence procedures with respect to the Target, including review of federal and state income tax returns for open tax years, state and local tax nexus and compliance, and potential tax exposures (the "Tax Diligence Services").

13. BRG's retention at this time is limited to the services described in Statement of Work #1 to the Engagement Letter, which covers financial due diligence on the Target, including the QofE. The Engagement Letter contemplates that BRG may provide additional services under separate statements of work. If the Equity Committee seeks to have BRG perform the Tax Diligence Services or any other services under any additional statement of work under the Engagement Letter, the Equity Committee shall first provide the Debtor with not less than 3 business days' advance notice of any proposed additional services (the "Proposed Additional Services") and any underlying engagement agreement, and, upon reasonable request, cooperate in good faith with the Debtor regarding any questions concerning the scope, necessity, estimated fees, or other terms of the Proposed Additional Services. Following the expiration of such 3-business day period, the Equity Committee shall file notice of any Proposed Additional Services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, the Debtor, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 14 days of the Equity Committee's filing such notice, the Proposed Additional Services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing.

B. Scope of Engagement

14. BRG has been engaged to provide consulting services only. BRG's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of the Equity Committee, and BRG will not make any management decisions for the Equity Committee or the Target. The Diligence Services will not constitute an audit, review, or examination of any entity's financial statements, an assurance report or opinion, a legal opinion, a fairness opinion, or investment or accounting

advice. To the extent BRG participates in negotiations with the Target or other parties, the positions advanced will be those of the Equity Committee.

15. BRG will work closely with the Equity Committee's other retained professionals, including Counsel and Dundon, taking whatever steps are necessary and appropriate to avoid any unnecessary duplication of effort with such other professionals.

16. The Equity Committee believes that it is necessary to employ a transaction diligence advisor to render the professional services described above so that the Equity Committee may properly evaluate the potential transaction and fulfill its duties as provided in the Bankruptcy Code. Further, the Equity Committee believes that BRG is well qualified to provide the Diligence Services required in this Chapter 11 Case.

USE OF CONTRACTORS

17. Notwithstanding anything in this Application to the contrary, BRG shall (i) to the extent that it uses the services of independent contractors or subcontractors (the "Contractors") in this Chapter 11 Case, pass-through the cost of Contractors to the Debtor at the same rate that BRG pays the contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks and compensation procedures as required for BRG; and (iv) file with the Court such disclosures required by Rule 2014 of the Bankruptcy Rules.

INDEMNIFICATION AND LIMITATION OF LIABILITY

18. The Equity Committee understands that BRG's decision to accept this engagement is contingent upon its ability to be retained in accordance with indemnification and limitation of liability provisions set forth in the Engagement Letter (the "Indemnification Provisions"). The Indemnification Provisions provide that the Equity Committee shall indemnify and hold harmless BRG, its directors, officers, members, affiliates, agents, and employees (collectively, the

"Indemnified Parties") from and against any and all liabilities, claims, demands, damages, losses, and expenses, including, without limitation, defending any action, suit, proceedings, or investigation (whether or not in connection with proceedings or litigation in which any of the Indemnified Parties is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of BRG or any services rendered pursuant to this engagement, unless there is a final non-appealable order of a court of competent jurisdiction finding such Indemnified Party directly liable for bad faith, gross negligence or willful misconduct.

19. The terms and conditions of the Indemnification Provisions were negotiated by the Equity Committee and BRG at arm's length and in good faith. The Equity Committee and BRG believe that the Indemnification Provisions contained in the Engagement Letter, viewed in conjunction with the other terms of the Proposed Order, are customary and reasonable for BRG and comparable firms providing services for engagement of this type and should be approved.

20. As set forth in the Proposed Order, the Indemnification Provisions are modified during the pendency of this Chapter 11 Case, and to the extent of any inconsistency between the Engagement Letter and the order approving this Application, the order shall govern.

DISINTERESTEDNESS OF PROFESSIONALS

21. To the best of the Equity Committee's knowledge, information and belief, and based upon and subject to the disclosures made in the Reid Declaration attached hereto as **Exhibit C**, BRG (inclusive of its affiliates) is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code and the Equity Committee is satisfied that (i) BRG represents no interest adverse to the Equity Committee, the Debtor, its estate, or any other party in interest in the matters upon which it is to be engaged and that its employment is in the best interest of the estate; (ii) neither BRG nor its Managing Directors and Directors have any financial interest

in or business with the Debtor; (iii) BRG has no connection with the U.S. Trustee or any other person employed in the office of the U.S. Trustee; and (iv) BRG has no connection with the bankruptcy judge approving the employment of BRG as the Equity Committee's transaction diligence advisor.

22. The Equity Committee is aware that BRG appears in numerous cases, proceedings, and transactions that involve many different professionals, including attorneys, accountants, investment bankers, and financial consultants, who may represent claimants and parties in interest in this Chapter 11 Case. Also, BRG has in the past, currently, and may in the future, be represented by several attorneys and law firms, some of whom may be involved in this Chapter 11 Case. In addition, BRG has in the past, is currently, and will likely in the future be engaged in matters, unrelated to the Debtor or this Chapter 11 Case, in which it works with or against other professionals involved in this Chapter 11 Case. Moreover, BRG might have referred work to other professionals who are retained in this Chapter 11 Case. Likewise, certain such professionals who are retained in this Chapter 11 Case might have referred work to BRG. BRG has not provided, and will not provide, any professional services to the Debtor, any other creditors, other parties in interest, or their respective attorneys and accountants with regard to any matter related to this Chapter 11 Case while employed by the Equity Committee. The Equity Committee hereby waives any conflict of interest that exists or may exist due to BRG's involvement with such Potential Parties in Interest in matters unrelated to the Debtor's Chapter 11 Case.

23. The Equity Committee does not believe that BRG's involvement with any of the Potential Parties in Interest or their affiliate(s) in unrelated matters will impair BRG's ability to advise the Equity Committee as transaction diligence advisor in connection with this Chapter 11 Case. The Equity Committee has been informed that to the extent that BRG discovers any

additional facts or information bearing on matters described in the Reid Declaration that require disclosure during the period of the Equity Committee's retention of BRG, BRG will promptly supplement its disclosures to the Court.

PROFESSIONAL COMPENSATION

24. BRG and the Equity Committee have agreed that BRG will be compensated for the Diligence Services in accordance with BRG's customary terms and conditions of employment, as set forth in the Timing and Fees section of the Engagement Letter (the "Fee and Expense Structure"). The professional fees shall be calculated by multiplying the hours worked by the standard hourly billing rates in effect for the specific personnel involved. The hourly rates charged by BRG for the services provided by its personnel differ based upon, among other things, each professional's level of experience, geographic differentials, and types of services being provided. BRG has also advised the Equity Committee that it intends to make application to the Court for allowance of its compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the terms of any order establishing procedures for interim compensation that may be entered in this Chapter 11 Case. BRG's compensation for services rendered on behalf of the Equity Committee shall be fixed by the Court after due application.

25. For professional services, fees are usually based on BRG's standard hourly rates. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in effect when the services are performed by the professionals who provide services to the Equity Committee. The current standard hourly rates for BRG personnel that are expected to work on this engagement are as follows:[4]

[4] The bill rate ranges herein are for BRG professionals in the Transaction Advisory ("TA") practice group. The TA practice group is separate and distinct from the BRG Turnaround and Restructuring (T&R) practice group and other

Title	Rate
Managing Director	$1195 and above per hour
Director	$1095 and above per hour
Associate Director	$795 and above per hour
Senior Managing Consultant	$725 and above per hour
Managing Consultant	$595 to $675 per hour
Consultant	$495 to $575 per hour
Senior Associate	$425 per hour
Associate	$375 per hour

26. Following negotiations between BRG and the Equity Committee, BRG has agreed to cap its fees for the Diligence Services outlined under Statement of Work #1 to the Engagement Letter at $95,000. BRG has advised the Equity Committee that its estimated fees for the Diligence Services will be between $85,000 and $95,000. For the avoidance of doubt, any work performed related to the preparation of BRG's retention application, fee application, or other required Court disclosures, any work performed under the Tax Diligence Services workstream described above and in the Engagement Letter (which services may only be performed following compliance with the notice procedures applicable to any Proposed Additional Services), any time spent preparing for or engaging in oral or written communications with third parties (excluding Counsel and other advisors acting on the Equity Committee's behalf), and any time spent preparing for or participating in any depositions or preparing or providing any oral or written testimony (including affidavits and declarations) in any hearing, trial, arbitration or other proceeding, whether requested by the Equity Committee or required by subpoena or other legal process, (together the "Uncapped Services") shall not be subject to this cap. Routine communications with the Equity Committee and Counsel and other advisors acting on the Equity Committee's behalf relating to services

service line and industry practice groups and the bill rate ranges for the TA practice group professionals may be different and lower than the T&R practice group bill rate ranges. The TA bill rate ranges listed herein are the standard hourly rates charged by the TA practice group irrespective of whether the client is or is not involved in a restructuring in or out of court. Further, any professionals from practice groups other than TA who may provide services will charge their standard hourly rates as they would in all other matters.

otherwise subject to the cap (as further described in Statement of Work #1), shall remain subject to the cap.

27. BRG periodically revises its hourly rates to reflect promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. Hourly rates may change in the future from time to time and are typically adjusted annually. Rate changes will be noted on the invoice for the first time period in which the revised rates become effective. The Equity Committee believes that rates are set at a level designed to fairly compensate BRG for the work of its professionals and to cover fixed and routine overhead expenses.

28. To the extent BRG requires services of personnel from specialized practices or its international divisions, the standard hourly rates for that specialized practice or international division will apply.

29. Consistent with BRG's policy with respect to its other clients, BRG will charge for all other services provided and for other charges and disbursements incurred in rendering services to the Equity Committee. These customary items include, among other things, travel and lodging expenses, business meals, costs of reproduction, research, communications, BRG's legal counsel, any applicable sales or excise taxes and other direct expenses. Internal costs or overhead costs and document production services (including regular secretarial and word processing time) will not be charged for separately. In addition, under the Engagement Letter, BRG charges an amount equal to five percent (5%) of professional fees to cover indirect expenses for technology, administrative support, report processing, accessing third-party analytic data, software licensing, and other incidental expenses (the "Administrative Charge").

30. BRG will also request compensation for any time and expenses (including, without limitation, reasonable legal fees and expenses, except in the case of legal fees pertaining to any fee

defense) that may be incurred in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings, including, without limitation, those other than the instant matter, as a result of BRG's performance of these services.

31. Regardless of the time and manner of interim compensation, BRG understands that, subject to this Court's orders, BRG will be required to follow the procedures for final allowance of fees at the end of the Chapter 11 Case.

32. The Equity Committee requests approval of the employment of BRG as transaction diligence advisor, effective as of October 22, 2026. Such relief is warranted by the circumstances presented by this chapter 11 case.

NO PRIOR REQUEST

33. No previous request for the relief sought herein has been made to this or any other court.

NOTICE

34. Notice of this Application is being given to: (i) the Office of the U.S. Trustee for the District of Delaware; (ii) the Office of the United States Attorney for the District of Delaware and all other states in which the Debtor operates; (iii) the Official Committee of Unsecured Creditors; (iv) the Internal Revenue Service; (v) the Securities and Exchange Commission; (vi) the United States Food and Drug Administration; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002 in this Chapter 11 Case. Due to the nature of the relief requested herein, the Equity Committee respectfully submits that no further notice of this Application is necessary.

WHEREFORE, the Equity Committee respectfully requests entry of an order, in a form substantially similar to that attached hereto as **Exhibit A**, pursuant to sections 328(a) and 1103(a)

of the Bankruptcy Code, authorizing and approving the retention and employment of BRG as transaction diligence advisor to the Equity Committee in this Chapter 11 Case, effective as of October 22, 2026, and granting such other and further relief as may be just and proper.

Dated: November 9, 2026

OFFICIAL COMMITTEE OF EQUITY HOLDERS OF SANGAMO THERAPEUTICS, INC.

/s/ John Weber

John Weber, solely in his capacity as
Co-Chairperson of the Equity Committee
and not in any individual capacity

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.	**Obj. Deadline: November 23, 2026 at 4:00 p.m. (ET)** **Hearing Date: December 15, 2026 at 10:00 a.m. (ET)**

NOTICE OF APPLICATION OF THE OFFICIAL COMMITTEE OF EQUITY HOLDERS FOR AN ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF BERKELEY RESEARCH GROUP, LLC AS TRANSACTION DILIGENCE ADVISOR, EFFECTIVE AS OF OCTOBER 22, 2026

PLEASE TAKE NOTICE that, on November 9, 2026, the Official Committee of Equity Holders (the "Equity Committee") of Sangamo Therapeutics, Inc., by and through undersigned counsel, filed with the United States Bankruptcy Court for the District of Delaware (the "Court") the *Application of the Official Committee of Equity Holders for an Order Authorizing and Approving the Employment and Retention of Berkeley Research Group, LLC as Transaction Diligence Advisor, Effective as of October 22, 2026* (the "Application").

PLEASE TAKE FURTHER NOTICE that objections, if any, to the relief requested in the Application are required to be filed on or before **November 23, 2026 at 4:00 p.m. (ET)** (the "Objection Deadline") with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must also serve a copy of the response upon undersigned counsel to the Equity Committee.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON **DECEMBER 15, 2026 AT 10:00 A.M. (ET)** BEFORE THE HONORABLE CRAIG T. GOLDBLATT, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

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[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94804.

Dated: November 9, 2026

MORRIS JAMES LLP

/s/ Jason S. Levin

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Counsel to the Official Committee of Equity Holders

EXHIBIT A

Proposed 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.	**Re: Docket No. ___**

ORDER PURSUANT TO 11 U.S.C. §§ 328(a) AND 1103(a) AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF BERKELEY RESEARCH GROUP, LLC AS TRANSACTION DILIGENCE ADVISOR TO THE OFFICIAL COMMITTEE OF EQUITY HOLDERS, EFFECTIVE AS OF OCTOBER 22, 2026

Upon consideration of the application (the "Application")[2] of the Official Committee of Equity Holders (the "Equity Committee"), appointed pursuant to section 1102(a)(1) of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code") in the Chapter 11 Case of the above-captioned debtor and debtor-in-possession (the "Debtor"), authorizing and approving the employment and retention of Berkeley Research Group, LLC ("BRG") as transaction diligence advisor to the Equity Committee, effective as of October 22, 2026, and upon the Reid Declaration as annexed thereto, and it appearing that proper notice of the Application has been given and that no further notice or hearing is required, and the Court being satisfied based on the representations made in the Application and declarations that (i) BRG holds no interest adverse to the Debtor's estate, creditors, or equity holders, (ii) BRG is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, and (iii) the employment of BRG is necessary and would be in the best interest of the Equity Committee and the Debtor and its estate, and after due deliberation, and sufficient cause appearing therefor, it is hereby **ORDERED**:

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94804.

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Application.

1. The Application is granted as set forth herein.

2. In accordance with sections 328(a) and 1103(a) of the Bankruptcy Code, the Equity Committee is hereby authorized and empowered to retain BRG as transaction diligence advisor, effective as of October 22, 2026, to provide the Diligence Services to the Equity Committee in this Chapter 11 Case, in accordance with the terms set forth in the Engagement Letter and the Application, as modified by this Order.

3. BRG shall file applications for compensation and reimbursement of expenses and shall be compensated for the Diligence Services in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the *Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals* (the "Interim Compensation Procedures Order") [Docket No. 205], and any applicable procedures and orders of the Court; *provided that* BRG's allowed fees for the Diligence Services under Statement of Work #1 to the Engagement Letter shall not exceed $95,000, and that the fees for the Uncapped Services shall not count towards the $95,000 limit.

4. BRG shall only be reimbursed for any fees or costs incurred in connection with this Chapter 11 Case to the extent permitted under applicable law and the decisions of this Court; provided, however, BRG shall not seek reimbursement of any fees incurred defending any of its fee applications in this chapter 11 case. In the event BRG seeks reimbursement for attorneys' fees and expenses, the invoices and supporting time records for the attorneys' fees and expenses shall be included in BRG's fee and expense applications, and these invoices and time records shall be in compliance with the Local Bankruptcy Rules and shall be subject to the U.S. Trustee Guidelines and the approval of the Bankruptcy Court pursuant to sections 330 and 331 of the Bankruptcy Code, but without regard to whether such attorneys have been retained under section 327 or 328

of the Bankruptcy Code, and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code.

5. If the Equity Committee seeks to have BRG perform the Tax Diligence Services or any other services under any additional statement of work under the Engagement Letter, the Equity Committee shall first provide the Debtor with not less than 3 business days' advance notice of any proposed additional services (the "Proposed Additional Services") and any underlying engagement agreement, and, upon reasonable request, cooperate in good faith with the Debtor regarding any questions concerning the scope, necessity, estimated fees, or other terms of the Proposed Additional Services. Following the expiration of such 3-business day period, the Equity Committee shall file notice of any Proposed Additional Services and any underlying engagement agreement with the Court and serve such notice on the U.S. Trustee, the Debtor, and any party requesting notice under Bankruptcy Rule 2002. If no such party files an objection within 14 days of the Equity Committee's filing such notice, the Proposed Additional Services and any underlying engagement agreement may be approved by the Court by further order without further notice or hearing. All additional services shall be subject to the provisions of this Order.

6. For billing purposes, BRG shall keep reasonably detailed time records in one-tenth (1/10) hour increments. The U.S. Trustee shall retain the right to object to the fees payable to BRG based on the reasonableness standard provided for in section 330 of the Bankruptcy Code.

7. BRG shall use its reasonable efforts to avoid any duplication of services provided by any of the Equity Committee's other retained professionals in this chapter 11 case, including Dundon Advisers LLC.

8. To the extent that, with the prior written consent of the Equity Committee, BRG uses the services of independent contractors or subcontractors (the "Contractors") in this Chapter

11 Case, BRG shall: (i) pass-through the cost of Contractors to the Debtor at the same rate that BRG pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks and compensation procedures as required for BRG; and (iv) file with the Court such disclosures required by Bankruptcy Rule 2014.

9. The Debtor's estate shall be responsible for the indemnification and limitation of liability obligations of the Equity Committee, as "Client", under the Engagement Letter (including under the Indemnity & Limitation of Liability provision of the Engagement Letter), subject to the following restrictions and modifications:

a. BRG shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Engagement Letter for services, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

b. The Debtor's estate shall have no obligation to indemnify BRG, or provide contribution or reimbursement to BRG, for any claim or expense to the extent it is either: (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from BRG's gross negligence, willful misconduct, bad faith, or self-dealing; (ii) for a contractual dispute in which the Equity Committee or the Debtor alleges breach of BRG's contractual obligations, unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which BRG should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter, as modified by this Order; and

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this Chapter 11 Case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this Chapter 11 Case, BRG believes that it is entitled to the payment of any amounts by the Debtor's estate on account of the indemnification, contribution, and/or reimbursement obligations under the Engagement Letter (as modified by this Order), including without limitation, the advancement of defense costs, BRG must file an application therefor in this Court, and the Debtor's estate may not pay any such amounts to BRG before the entry of an order by this Court approving such payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by BRG for indemnification, contribution, and/or reimbursement, and

not a provision limiting the duration of the Debtor's obligation to indemnify, or make contributions or reimbursements to, BRG. All parties in interest shall retain the right to object to any demand by BRG for indemnification, contribution, and/or reimbursement.

10. Notwithstanding anything to the contrary in the Engagement Letter, during the pendency of this Chapter 11 Case: (a) the arbitration, choice-of-law, and venue provisions of the Engagement Letter shall have no force or effect, and this Court shall have jurisdiction over any dispute arising under the Engagement Letter; (b) the late payment charge, collection cost, work-suspension, payment-prior-to-testimony, and non-solicitation provisions of the Engagement Letter shall have no force or effect; and (c) to the extent of any inconsistency among the Engagement Letter, the Application, the Reid Declaration, and this Order, this Order shall govern.

11. The Equity Committee and BRG are authorized to take all actions they deem necessary and appropriate to effectuate the relief granted pursuant to this Order in accordance with the Application.

12. Notwithstanding any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. During the course of this chapter 11 case, this Court has and shall retain exclusive jurisdiction to hear and determine all matters arising from the implementation of this Order.

EXHIBIT B

Engagement Letter

BRG

INTELLIGENCE THAT WORKS

PRIVILEGED AND CONFIDENTIAL

October 22, 2026

John Weber, Co-Chair
Official Committee of Equity Holders of Sangamo Therapeutics
c/o Orrick Herrington & Suttcliffe LLP
51 W 52nd St
NY, NY 10019

Re: Transaction Diligence Services

Dear Mr. Weber:

This will confirm that **Official Committee of Equity Holders of Sangamo Therapeutics** ("Client" or "you") has engaged Berkeley Research Group, LLC ("BRG") to advise you in your due diligence investigation(s) on future contemplated transactions with certain third parties (individually, the Target), as outlined in Statements of Work ("SOW") that may be entered from time to time (the "Services"). All Services performed by BRG will be subject to the terms and conditions of this engagement letter, its attachments and exhibits, and the applicable SOW (together, the "Agreement").

DELIVERING THE SERVICES

The Services BRG will provide are set forth in distinct SOWs for each matter which will be authorized by your representatives prior to the start of the engagement. From time to time in the course of our relationship, we may perform services that you request and are outside the scope of but related to a specific SOW. In those situations, we will bill you on a time and materials basis at our standard billing rates, unless otherwise mutually agreed.

BRG is engaged by Client to provide consulting services only. It is understood and agreed that BRG's services may include advice and recommendations, but that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of Client. BRG and its individual employees will not make any management decisions for Client or the Target and will not be responsible for communicating information concerning Client to the public or the Client's shareholders.

As part of our Services, BRG may be requested to advise Client (and its legal or other advisors) in negotiating with the Target and other interested parties. In the event that we participate in such negotiations, the representations made and the positions advanced will be those of Client and its management, not BRG or its employees.

The Services may be performed by BRG or by any subsidiary of BRG, as BRG shall determine. BRG may also provide Services through its or its subsidiaries' agents or independent contractors. References herein to BRG and its employees shall be deemed to apply also, unless the context

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shall otherwise indicate, to employees of each such subsidiary and to any such agents or independent contractors and their employees.

MANAGEMENT COOPERATION

Our team will depend on receiving, without undue delay, reasonable cooperation from the appointed officials and management of the Client and Target, and their disclosure to us of all the accounting records of the Client and Target and all other records and related information we may reasonably need for the purpose of our work. In the event of insufficient and/or delayed cooperation from the relevant officials and/or management of the Client or Target, and/or their failure to disclose to us all the accounting and other records and related information, we will perform the Services within the same timeframe, but based only on the work we would have been able to carry out in such limited conditions.

ACCESS TO EXTERNAL ACCOUNTANTS AND TAX ADVISORS

As part of our work, it is normal practice for us to meet with the external accountants and tax advisors to discuss the Target and to have access to such advisors working papers. You will use your best endeavors to secure access for us to the external accountants and tax advisors to the Target, whether to discuss the relevant part of the Target or to review such advisors working papers in relation to the two most recent financial years as well as any additional work they have performed on your behalf (e.g., tax structuring work). The external accountants and the tax advisors may require certain assurances or undertakings from you and us before they agree to provide access.

RESPONSIBILITIES AND LIMITATIONS

BRG will assume no responsibility and make no representations with respect to the accuracy or completeness of information provided by the Client or Target. Client will only use any advice, report or work product produced under this engagement for making its own internal business decisions. Client will solely rely on its own analysis and review to make any investment or other business decision. BRG will not render an assurance report or assurance opinion as part of this engagement, nor will the services constitute an audit, review or examination of any entity's financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards. None of the services or any report will constitute any legal opinion or advice, nor will the services or any reports constitute a fairness opinion, investment or accounting advice. BRG will not conduct a review to detect fraud or illegal acts, nor will BRG render any opinion as to the fairness or advisability of any proposed transaction. In addition, Client acknowledges that no reliance shall be placed on draft reports, conclusions or advice, whether oral or written, issued by BRG as the same may be subject to further work, revision and other factors which may mean that such drafts are substantially different from any final report issued by BRG. Client will not use the report or work product under this engagement for any use beyond the use set forth in this letter.

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The performance of Services under this agreement is dependent upon Client and the Target providing BRG with such information and assistance as it may reasonably require from time to time. Client shall use reasonable skill, care and attention to ensure that all information BRG may reasonably require is provided on a timely basis and is accurate and complete. Client shall also notify BRG if it subsequently learns that the information provided is incorrect or inaccurate or otherwise should not be relied upon.

Our work does not include the provision of legal advice and we make no representations regarding questions of legal interpretation. Except as may be specifically agreed in a statement of work, our work does not constitute a tax opinion as such term is contemplated under Treasury Department Circular 230 and cannot be relied on for the avoidance of penalties for taxes. To the extent that we are requested and we perform due diligence work on tax or tax advisory work that involves the interpretation of tax law, we will report or advise on the basis of our understanding of the proper interpretation of tax legislation, court decisions, regulations and interpretations of the law in existence at the time services are performed. Changes in the law and/or its interpretation may take place before our advice is acted upon, or may be retrospective in effect; we accept no responsibility for changes in the law or its interpretation which may occur after the provision of such services.

LIMITED DISTRIBUTION

Upon completion of our work, we will provide you with our reports to the extent specified in the applicable SOW. We will not provide a copy of our report to third parties or the management of Target or invite them to comment on a draft of our executive summary unless otherwise instructed by you. Any reports, or portions thereof including our oral comments, should neither be associated with the financial statements of the Client or Target nor be communicated or distributed to any party who is not a member of the management of Client, other than Client's legal counsel, nor should it be referred to or quoted, in whole or in part, in any prospectus, registration statement, public filing, loan, other agreement or document, without our prior approval.

In the event that such reporting is to be distributed to another party (including the Target), you will advise BRG and a non-reliance and release letter acceptable to BRG in form and substance, an example of which is attached hereto as Attachment A, must be received from that party prior to the distribution. It is agreed that the terms of such release letter are to be determined exclusively by BRG. BRG will not assume, or be deemed to have assumed, any responsibility, obligation or liability to any third party to which any advice, report or other work product is disclosed or otherwise made available.

FEES & EXPENSES

Client shall compensate BRG for professional services provided, which shall be based upon the time necessarily spent in providing the Services multiplied by BRG's standard hourly rates. Each SOW will estimate the range of fees for the related scope and be included therein. In the event that we anticipate our fees may exceed this level, we will notify you immediately. Under no

circumstances shall the fee estimate be deemed a maximum fee or a fixed price. We do not provide any assurance regarding the outcome of our work and our fees will not be contingent on the results of such work.

In addition to the professional fees outlined above, BRG will bill for reasonable direct expenses incurred during the engagement. Direct expenses include reasonable and customary out-of-pocket expenses, such as certain travel, meals, accommodations and other expenses specifically related to the engagement. Indirect expense which are not billed through as direct reimbursable expenses for technology, administrative support, report processing, and other incidental expenses will be billed at an amount equal to five (5%) percent of professional fees. Client shall be responsible for all taxes, such as VAT, GST, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed on or in connection with the services provided under this Agreement, other than BRG's income and property taxes.

Unless otherwise indicated in a SOW, BRG will bill for services and Client shall pay invoices in accordance with this paragraph. With regards to billing professional fees, our fees will be invoiced monthly or upon completion or termination of the respective transaction. BRG's billing statements are due upon receipt. Client agrees that it will review BRG's statement upon receipt and will advise BRG in writing of any objection to or dispute with the statement and the work reflected in the statement within seven (7) days of the statement date. In the event the Client disputes part of BRG's bill, the undisputed part shall be paid immediately.

In the event BRG is requested pursuant to subpoena or other legal process to produce any documents or to provide testimony relating to this engagement in judicial or administrative proceedings to which BRG is not a party, Client shall reimburse BRG at standard billing rates for all professional time and expenses, including reasonable attorneys' fees, incurred in preparing for and responding to requests for documents and providing testimony.

BRG shall be required to stop all work and withhold delivery of further services, testimony (deposition, trial, or hearing), reports or data (written or oral), or suspend work, at any time the account on this engagement is more than 60 days past due. Additionally, in order to preserve BRG's independence, all accounts must be paid in full prior to BRG's deposition or trial testimony. A late payment charge of one percent (1%) per month (or the maximum rate permitted by law, whichever is less) may be added to any outstanding invoices that are past due, and BRG shall be entitled to recover attorneys' fees and costs incurred in collecting any outstanding amounts due and owing under this Agreement.

Please remit payments by wire to:
Account Name: Berkeley Research Group, LLC
Account No: [redacted]6672
Bank: PNC Bank, N.A.
ABA No: 031207607
remitadvice@thinkbrg.com

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CONFIDENTIALITY

BRG shall not disclose any confidential or privileged information to any third party; provided, however, that BRG may disclose confidential or privileged information (a) to BRG's employees, affiliates, vendors or agents who provide services in connection with this engagement, (b) with Client's written consent, or (c) when legally required to do so. Both parties agree that confidential and proprietary information will not be construed to include information that is available from public sources or sources not subject to obligations of confidentiality to the Client. Should a written report be required in this engagement, Client agrees to provide BRG access to all relevant documents which BRG identifies within a timeframe requested by BRG that is sufficient for BRG to prepare any report or provide any advice. Work papers associated with our consulting services are the confidential property of BRG.

Upon BRG's written consent, Client may upload BRG Confidential Information to artificial intelligence ("AI") tools provided that any such AI tools used do not store or reuse BRG Confidential Information beyond the duration necessary to perform the specific task for which the AI tool is used. Client shall not use BRG's Confidential Information, including BRG work product, to train, fine-tune, or otherwise improve any third-party AI models. "BRG Confidential Information" means all non-public information belonging to or developed by BRG, including without limitation BRG methodologies, models, tools, templates, processes, know-how, pricing, work papers, analyses, reports, presentations, correspondence, internal communications, and other work product, whether created before or during an engagement and whether in written, electronic, oral, or other form.

Except as otherwise required by law or special circumstance, BRG will return or destroy all data and documents provided by Client at the conclusion of the engagement, but shall be entitled to retain work papers and work product generated by Expert and BRG staff, subject to the confidentiality and non-disclosure obligations set forth in this Agreement.

Without prejudice to the paragraph above, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, including the use of Client or Target logos, unless we and you specifically agree otherwise in writing.

CONFLICTS OF INTEREST

Prior to signing a SOW we will undertake a review of our records to determine if BRG has any professional relationships with potentially interested parties, including any engagements that may be adverse to the Client and Target. From the results of such limited review, if we are made aware of any conflicts of interest or additional relationships that we believe would preclude us from performing the Services, we will bring them to your attention. As you may be aware, BRG is regularly retained by the administrative agents and/or other members of lending groups (or law firms retained by the administrative agent or lending group members). However, such representations are in matters unrelated to this engagement. In addition, as you know, we are a large consulting firm with numerous offices throughout the United States. We are regularly engaged by new clients, which may include one or more of the potentially interested parties. We

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reserve the right to accept unrelated engagements during and after this engagement with such parties consistent with BRG's internal, prior practices, and will not be required to advise Client of such engagements.

ARBITRATION

This Agreement shall be interpreted and controlled by the laws of the state of Illinois. Any controversy, dispute, or claim between Client on the one hand and BRG on the other hand of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute, ("Claims") shall be resolved at the request of any party to this agreement, by final and binding arbitration. Such arbitration shall be administered either by (a) Judicial Arbitration & Mediation Services, Inc. (JAMS), pursuant to its Streamlined Arbitration Rules & Procedures or (b) the American Arbitration Association ("AAA") (with a sole arbitrator) in accordance with its Commercial Arbitration Rules, and judgment upon any award rendered by the arbitrator may be entered by any State or Federal Court having jurisdiction. Any such arbitration shall take place exclusively in Chicago, IL. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in any arbitration or litigation brought in connection with this Agreement, as well as reasonable attorneys' fees and costs incurred in appealing or in connection with any action to enforce any judgment entered by the arbitrator in any court having jurisdiction. If a party to any arbitration proceeding filed in connection with this Agreement fails to pay any costs of the arbitration required to be paid by such party in the time required for payment, the arbitrator is authorized to provide an appropriate remedy, including an entry of a default and an arbitration award on the merits against such party

INDEMNITY & LIMITATION OF LIABILITY

Client shall indemnify and hold harmless BRG, its directors, officers, members, affiliates, agents, and employees (the "Indemnitees") from and against any and all liability, claims, demands, damages, losses, and expenses, including but not limited to reasonable attorney's fees, resulting from the Client's breach of this Agreement or from any third-party claims.

BRG shall not be liable for any delays resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

The parties shall not be liable to each other for any consequential, incidental, special or punitive damages, nor shall BRG or the Indemnitees be liable for direct compensatory damages in excess of the fees actually received by BRG for the performance of services hereunder.

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TAX RETURN DISCLOSURE AND TAX ADVISOR LISTING REQUIRMENTS

Certain federal and state regulations require taxpayers to disclose their participation in certain reportable transactions to the taxing authorities. Client shall advise BRG if Client determines that any matter covered by this Agreement is a reportable transaction that is required to be disclosed.

Certain federal and state regulations may also require BRG to submit information returns and maintain lists of certain client engagements if BRG is a material advisor to clients that have participated in a reportable transaction. Therefore, if BRG determines, after consultation with Client, that Client has participated in a transaction causing BRG to have a registration and/or list maintenance obligation, BRG will place Client's name and other required information on a list. BRG will contact Client if BRG is required to provide Client's name to the U.S. Internal Revenue Service or any state in connection with any matter under this Agreement.

FEDERAL (INTERNAL REVENUE CODE SECTION 6694) AND STATE PREPARER STANDARDS

Federal law and certain state laws impose obligations on tax return preparers with respect to a position reported on a tax return or claim for refund that does not meet certain standards regarding levels of confidence. If during the course of this engagement we identify a position that does not meet these standards, we will advise you about your penalty exposure and whether you can avoid penalty through disclosure. If we are preparing the return or claim for refund and it is concluded that disclosure is required, we will prepare the disclosure and provide it to you.

Our work may require consultation with a BRG subject matter specialist (or subcontractor advisor specializing in the subject area for consultation) to reach and document the level of technical support for the position. We will discuss with you any additional fees that may be incurred as a result of complying with these requirements. For the avoidance of doubt, any additional fees incurred as a result of complying with these requirements, shall be billed at standard hourly rates in effect at the time the services are rendered and shall not be subject to any fee limitations set forth herein or in any Statement of Work.

TERMINATION

Client or BRG may terminate this Agreement upon written notice if there is a change in the status of the transaction. In the event the Agreement is terminated prior to the completion of services, Client agrees to pay BRG for all time and expenses incurred through the termination date. In the event expert consulting services have not commenced in the 4 month period after the execution of this agreement, BRG reserves the right to terminate on 7 days' written notice.

NONSOLICITATION

Client agrees that during the term of this Agreement and for a one (1) year period after the termination of the Agreement ("Restriction Period"), Client will not directly or indirectly, on Client's own behalf or on behalf of any other party, solicit or induce, or cause others to solicit or induce, any person employed by, affiliated with, or acting as an independent contractor to BRG,

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its subsidiaries or affiliated entities, if any, to terminate his/her relationship with BRG, its subsidiaries or affiliated entities, if any.

OTHER TERMS

Either of us may request changes to the work we will perform. Changes must be agreed between us and will be subject to reasonable adjustments to fees and timetables. Changes which amount to the provision of significant additional services, rather than adjustments to the services already agreed, must be agreed in writing. Any further work we agree to carry out in connection with your due diligence investigation will be subject to the terms of this engagement.

In the course of performing work under this Agreement, BRG may use artificial intelligence ("AI") or similar technologies, including both proprietary technologies and those provided by third-party vendors, to enhance the efficiency, accuracy, and quality of BRG's work. In accordance with BRG's professional obligations and as required by applicable law, BRG will maintain safeguards designed to protect the security, confidentiality and integrity of the Client's data in relation to the services BRG provides to Client, and BRG will require the same of third-party vendors. Client further acknowledges that such third party vendors only offer limited recourse in the event of a security incident involving data of their users and customers and, therefore, agree that, to the extent permitted by law, BRG's liability to Client in connection with use of such tools, applications and technologies is limited to what can be recovered from such third parties but not to exceed the fees BRG receives from Client for the services utilizing the affected tool, application or technology.

Unless otherwise explicitly stated, all provisions of this Agreement shall survive the expiration or termination of this engagement. BRG shall be paid for all time and expenses incurred up to the termination of this Agreement. Neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, either Party may assign this engagement letter as part of the sale of any substantial portion of its assets, or pursuant to any merger, consolidation or other reorganization, without the other Party's prior written consent. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This engagement letter and its terms and conditions constitutes the entire Agreement between BRG and Client with respect to the subject matter hereof and supersedes all other oral and written representations, understandings or agreements relating to the subject matter hereof. No waiver, amendment or other modification of this agreement shall be effective unless in writing and signed by each party to be bound thereby.

This Agreement may be executed in one or more counterparts, each of which may be signed and transmitted via facsimile or PDF electronic delivery with the same validity as if it were an ink signed document.

If you have any questions, please call **Kyle Reid, Kreid@thinkbrg.com, or 281-731-7393**. If the services outlined herein are in accordance with your requirements and if the above terms are acceptable to you, please have one copy of this letter signed in the space provided below and return it to us.

Sincerely,

Kyle Reid, Managing Director

AGREED AND ACCEPTED:

Official Committee of Equity Holders of Sangamo Therapeutics

By John Weber Dated 11/9/2026

John Weber, Co-Chair

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ATTACHMENT A

[Date]

Kyle Reid, Managing Director
Berkeley Research Group, LLC
70 W. Madison, Suite 5000
Chicago, Illinois 60602

Dear Kyle Reid:

Official Committee of Equity Holders of Sangamo Therapeutics ("CLIENT") has informed [**name of recipient**] ("Third Party") that the Berkeley Research Group, LLC ("BRG") has performed certain due diligence procedures (the "Project"). We understand that the work performed by BRG was performed in accordance with instructions provided by CLIENT and was performed exclusively for CLIENT's sole benefit and use.

CLIENT has requested that BRG provide Third Party access to the report of their due diligence findings. Third Party acknowledges that this report was prepared at the direction of CLIENT and may not include all procedures deemed necessary for the purposes of Third Party and that certain findings and information may have been communicated to CLIENT that are not reflected in the report. Third Party agrees that it has not and will not rely on any information or opinions expressed in the report in connection with making a decision relating to the Project or any other potential investment. Third Party will rely on its own analysis and review to make any investment or other decision with respect to the Project. BRG does not provide any assurance of the accuracy or completeness of the report and the report does not constitute an audit, review or examination of any entity's financial statements or prospective financial statements in accordance with generally accepted auditing standards or other applicable professional standards. The report does not and should not be construed to provide any legal opinion, financial advice or investment advice, and BRG does not provide any opinion as to the fairness or advisability of any proposed transaction.

In consideration of BRG allowing Third Party access to the report and, if requested by Third Party, discussing the report, Third Party agrees that it does not acquire any rights as a result of such access that it would not otherwise have had and acknowledges that BRG does not assume any duties or obligations to Third Party in connection with such access.

Third Party agrees to fully and forever release BRG and its personnel from any claim or liabilities whatsoever by Third Party that arises as a result of Third Party's receipt, review, consideration or access to the report, whether such claim or liability is based in tort, contract, promissory estoppel, equity, negligence or intentional conduct, and BRG shall not be liable to Third Party or any third party for any amount of liability or damages including, but not limited to, any amounts for incidental, special, consequential or punitive damages. Further, Third Party agrees not to disclose or distribute the report, or information received, orally or in writing from BRG to any other parties without BRG's prior written consent.

Except for any willful misconduct or gross negligence by BRG, Third Party agrees to indemnify BRG, its employees, officers, agents, affiliates and directors ("Indemnitees"), against all claims, liabilities, losses, demands ("Claims") brought against any or all Indemnitees by any party or person whatsoever, in connection with or arising out of Third Party's breach of this letter agreement, including but not limited to

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indemnification for any reasonable expenses (including attorney's fees and costs) incurred by Indemnitees in connection with such Claims.

Acknowledged by Third Party representative:

By: _____
(Signature)

_____
(Name of company official)

_____
(Title)

_____
(Phone)

_____
(Email)

_____
(Date)

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STATEMENT OF WORK #1

Client: **Official Committee of Equity Holders of Sangamo Therapeutics**
Target: [redacted]
SOW Date: **October 22, 2026**

This Statement of Work ("SOW") becomes part of and is subject to the terms and conditions contained in our Engagement Letter with Client dated October 22, 2026. Any capitalized term not defined herein is set forth in the Engagement Letter. The purpose of this SOW is to set forth the timing, agreed fee, specific anticipated procedures and other matters relevant to this contemplated transaction.

Timing and Fees

We will be able to commence work immediately depending on the availability of requested financial information from Client. We expect a draft Transaction Analysis Workbook to be submitted to you within approximately three to four weeks from commencing our work.

Our professional services are based on the time and materials required to complete the specific scope documented below. Based on our current knowledge and experience, we estimate our fees to be between $85,000 and $95,000. BRG's fees for the work performed under this statement of work shall not exceed $95,000, except that any work performed related to the preparation of BRG's retention application, fee application, or other required Court disclosures, any work performed under the Tax Due Diligence workstream contemplated below, any time spent preparing for or engaging in oral or written communications with third parties (excluding Client's legal counsel and other advisors acting on Client's behalf), and any time spent preparing for or participating in any depositions or preparing or providing any oral or written testimony (including affidavits and declarations) in any hearing, trial, arbitration or other proceeding, whether requested by Client or required by subpoena or other legal process, shall not be subject to this cap. Fees for these excluded services shall be billed separately at BRG's applicable hourly rates and shall not count toward the $95,000 cap. Routine communications with Client and its legal counsel and other advisors acting on Client's behalf relating to services otherwise subject to the cap, including the voice-over walk through calls described below, shall remain subject to the cap. Our fees are not contingent on the success of the contemplated transaction. BRG hourly fees are set forth below.

Title	Rate
Managing Director	$1195 and above per hour
Director	$1095 and above per hour
Associate Director	$795 and above per hour
Senior Managing Consultant	$725 and above per hour

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Managing Consultant	$595 to $675 per hour
Consultant	$495 to $575 per hour
Senior Associate	$425 per hour
Associate	$375 per hour

Other than as explicitly set forth above, this estimate herein and any other estimate of anticipated fees for services that may be provided to Client prior to or during the course of the work on this matter is our best estimate of the effort that will be required to complete the services based on the information available to us at the time and shall not be deemed a maximum fee or a fixed price.

Expenses: In addition to our Professional Fees described above, Client shall reimburse BRG for out-of-pocket expenses incurred in conducting the engagement (including travel, meals, and lodging). Out-of-pocket expenses will be billed at actual cost. An amount equal to five percent (5%) of Professional Fees will also be charged to recoup costs associated with accessing third party analytic data and software licensing fees.

SCOPE OF WORK

Financial Due Diligence
Fund-level procedures will focus on their financial implications for Target and will not constitute a fund audit or independent portfolio valuation.

Historical Period:
- Operating Period: The fiscal years ended December 31, 2024, and 2025 and the latest twelve months ended September 30, 2026, or most recent period available.
- Historical Balance Sheet Dates: December 31, 2024, and 2025, and September 30, 2026, or the most recent period available.

Deliverables: Financial analysis with buy-side Quality of Earnings ("QofE") Excel transaction analysis supported by voice-over walk through calls with Client.

Areas of Analysis: In addition to (i) recast adjusting operating results (run-rate), (ii) insights into recent business performance and trends, (iii) a QofE table with supporting explanations and documentation of adjustments, and (iv) analysis on major financial statement line items, our initial areas of focus will include:

1. **Quality of earnings**
   i. Analyze Target's historical results and prepare a quality-of-earnings analysis addressing sustainable standalone earnings before interest, taxes, depreciation, and amortization ("EBITDA"), including:

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Reconcile monthly financial information to annual statements, [redacted] segment reporting, and management presentations. Explain differences in reporting periods, entity coverage, and accounting basis.
Bridge accounting earnings to reported segment EBITDA, consolidated adjusted EBITDA, [redacted] transaction-specific run-rate measures, and proposed normalized standalone EBITDA.
Assess proposed adjustments for investment gains and losses, acquisition and transaction costs, litigation expenses, related-party charges, compensation, and other unusual items.
Evaluate the [redacted] adjustment, fund-subsidy add-back, and discretionary-expense adjustments. Review supporting agreements and assess duration, collectability, and transferability.
Analyze acquired or transferred contracts on a comparable basis where records permit. Separate organic changes from acquisitions, fee mix, and intercompany reallocations.
Present historical normalized earnings separately from current annualized fee earnings and forecast scenarios. Include replacement costs for services required after closing.

2. Financial statements

i. Review available annual financial statements and supporting audit information, including:

Obtain audit reports, audit adjustments, management letters, and relevant communications concerning accounting or control deficiencies.
Review relevant workpapers from the most recently completed audit, subject to auditor consent and access.
Reconcile Target's trial balances to reported financial statements and applicable consolidation or elimination schedules.
Discuss significant estimates, unresolved accounting matters, and post-period adjustments with management and, where authorized, the auditors.

3. Cash conversion and distributions

i. Analyze the relationship between earnings and cash available to the acquired interest, including:

Separate advisory-fee collections from investment proceeds, capital contributions, intercompany transfers, and other nonoperating cash movements.
Review executed ownership and distribution agreements covering [redacted], and management incentive plan participants.
Analyze the [redacted] mandatory distribution using its contractual gross-revenue definition and applicable adjustments. Reconcile the calculation to payments and minority-interest accounting.
Assess distributable cash after operating requirements, seed-capital funding, contractual commitments, and applicable tax distributions.

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4. **Accounting policies, reporting, and administrator issues**
   i. Analyze Target's financial reporting practices through management inquiry, document review, and selected walkthroughs, including:
      Revenue recognition, fee accruals, expense capitalization, investment accounting, and significant estimates.
      Compensation, deferred awards, contingent consideration, related-party transactions, and changes in accounting policies.
      Monthly closing procedures, reporting timeliness, manual journals, account reconciliations, and intercompany eliminations.
      Finance staffing and relevant interfaces between accounting systems, payroll records, and fund-administrator information.

5. **Assets under management and revenue**
   i. Analyze assets under management ("AUM"), client retention, and retained fee revenue, including:
      Prepare monthly AUM bridges by fund, share class, subadvisory mandate, and separately managed account ("SMA").
      Discuss AUM classification differences, including the treatment of [redacted], and distinguish average fee-bearing assets from period-end balances.
      Analyze external flows and retention by product and distribution channel.
      Investigate [redacted] withdrawals and distinguish them from movements in [redacted]
      Assess concentration by mandate, platform, financial adviser, and beneficial investor where information is available.
      Recalculate fees for selected samples and mandates using contractual rates, average fee-bearing AUM, breakpoints, billing conventions, and currencies.
      Understand gross fees and retained cash associated with [redacted].
      Review the proposed [redacted] fee reduction, including approval, effective date, billing implementation, and interaction with expense-cap changes.
      Review expense-support and recapture agreements, including eligibility, expiry, contractual limits, and recoverability.
      Identify fees generated by Target- or affiliate-owned fund shares and related offsets. Analyze non-management revenue separately.
      Review termination, assignment, renewal, and change-of-control provisions for financial implications, coordinating legal interpretation with counsel.
      Assess [redacted] effect on ongoing revenue and closure costs.

6. **Cash and corporate investments**
   i. Analyze borrowings, accrued interest, leases, guarantees, unpaid transaction costs, deferred consideration, and contingent acquisition payments.
   ii. Analyze [redacted], contingent-payment, and fee-sharing obligations. Investigate contractual future payments.
   iii. Identify unrestricted cash from restricted balances, minimum operating cash, seed capital, and client assets.

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iv. Review [redacted] ownership disclosures and review the remaining-interest option's exercise terms and funding implications. Distinguish optional investment decisions from mandatory commitments.

7. Compensation and operating expenses

i. Analyze Target's historical expenses including:

Analyze employee compensation, benefits, bonuses, commissions, deferred compensation, and equity-linked awards by function and employing entity.

Review executed management incentive plan and deferred-compensation agreements.

Identify retention, transaction, severance, and change-of-control payments, coordinating legal and tax interpretation with the appropriate specialists.

Analyze headcount, hiring plans, and shared personnel.

Assess required finance, compliance, legal, technology, marketing, insurance, and facilities costs.

8. Receivables and other operating assets

i. Analyze fee receivables and other operating assets, including:

Analyze aging, unbilled fees, credit balances, related-party amounts, and subsequent collections.

Investigate overdue or disputed balances, fee corrections, credit notes, and required allowances.

Assess recorded subsidy-recapture or reimbursement receivables against contractual eligibility and evidence of recoverability.

Analyze prepayments and other operating assets for classification, cutoff, and recoverability.

9. Payables and accrued liabilities

i. Analyze accounts payable and accrued liabilities, including:

Review payable aging, subsequent disbursements, and selected invoices for completeness and cutoff.

Assess accrued payroll, bonuses, benefits, deferred compensation, distribution charges, professional fees, insurance, and fund-support obligations.

Investigate administrator-related reimbursement accruals, disputed balances, and potential unrecorded liabilities identified through management inquiry and supporting records.

Review related-party payables and intercompany settlements, identifying balances retained by the seller or transferred with Target.

Assess major service-provider arrangements and minimum-fee obligations.

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Tax Due Diligence – *Not included in fee estimate, but should be considered to support identification of tax risk and tax structuring*

10. With respect to tax due diligence, perform the following:

Obtain and read federal and state income tax returns for open tax years and inquire about historical positions taken with respect to tax issues;

Read reports issued regarding completed and ongoing tax examinations, administrative proceedings, or tax litigation, and consider the resulting cash flow and financial statement implications identified with respect to future open years;

Inquire about state income tax nexus. Inquire about where the Target conducts its business and may be subject to US state and local income/franchise tax, personal income tax withholding requirements relating to non-resident partners, and non-income tax filing requirements;

Inquire about structuring of significant transactions in open tax years (including acquisitions, dispositions, joint ventures, and intercompany transactions) and the tax treatment thereof;

Inquire about state and local tax compliance (including sales and use, property, and payroll taxes). Read and comment on significant tax filings provided by management, including employment, property, and sales and use;

Inquire and comment on the potential tax exposure related to independent contractors (if any); and

Inquire and comment on the potential tax exposures related to unclaimed property and per diem rates.

AGREED AND ACCEPTED:

The undersigned is authorized on behalf of the Client to hereby accept and agree to the terms and conditions in the SOW and the related Engagement Letter.

Official Committee of Equity Holders of Sangamo Therapeutics

By John Weber Dated 11/9/2026

John Weber, Co-Chair

Exhibit C

Declaration of Kyle Reid

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.	

DECLARATION OF KYLE REID IN SUPPORT OF APPLICATION OF THE OFFICIAL COMMITTEE OF EQUITY HOLDERS FOR AN ORDER AUTHORIZING AND APPROVING THE EMPLOYMENT AND RETENTION OF BERKELEY RESEARCH GROUP, LLC AS TRANSACTION DILIGENCE ADVISOR, EFFECTIVE AS OF OCTOBER 22, 2026

Kyle Reid hereby declares, pursuant to 28 U.S.C. § 1746, as follows:

1. I am a managing director of Berkeley Research Group, LLC ("BRG"), a professional services firm, which maintains numerous offices throughout the country.

2. I am duly authorized to make this Declaration on behalf of BRG. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein, and if called as a witness, I could and would testify thereto.[2]

3. I submit this declaration pursuant to sections 328 and 1103(b) of the Bankruptcy Code, section 1746 of title 28, United States Code, Bankruptcy Rules 2014(a) and 5002, and Local Rule 2014-1 in support of the Application (the "Application")[3] of the Official Committee of Equity Holders (the "Equity Committee") in the Chapter 11 Case of the above-captioned debtor and debtor-in-possession (the "Debtor"), seeking approval to employ BRG, effective as of October 22, 2026, as transaction diligence advisor to the Equity Committee pursuant to sections 328(a) and

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94804.

[2] Certain of the disclosures herein relate to matters within the personal knowledge of other professionals at BRG and are based on information provided by them.

[3] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

1103(a) of the Bankruptcy Code, on the terms set forth in the Engagement Letter, a copy of which is attached to the Application as **Exhibit B**.

A. Services to be Provided

4. Pursuant to the Engagement Letter, BRG has agreed to provide the Diligence Services in connection with the Equity Committee's evaluation of the Target, as directed by the Equity Committee or Counsel, and subject to the availability of requested financial information and further order of the Court. The Diligence Services to be provided include, among other things:

a. Analyze the Target's historical results and prepare a quality-of-earnings analysis addressing sustainable standalone EBITDA, including reconciliation of monthly and annual financial information, assessment of proposed adjustments, and presentation of normalized earnings separately from current annualized fee earnings and forecast scenarios;

b. Review the Target's available annual financial statements and supporting audit information, including audit reports, audit adjustments, management letters, and, subject to auditor consent and access, relevant audit workpapers, and reconcile the Target's trial balances to its reported financial statements;

c. Analyze the relationship between the Target's earnings and cash available to the acquired interest, including ownership and distribution agreements, mandatory distributions, and distributable cash after operating requirements and contractual commitments;

d. Analyze the Target's financial reporting practices, including revenue recognition, fee accruals, compensation, related-party transactions, monthly closing procedures, and accounting system and fund-administrator interfaces;

e. Analyze the Target's assets under management, client retention, and retained fee revenue, including asset bridges, fund flows, concentration, fee recalculations, and expense-support and recapture agreements;

f. Assess available cash and corporate investments, including restrictions, operating requirements, seed capital, and separation from client assets; identify leases, guarantees, and acquisition-related obligations;

g. Analyze the Target's historical compensation and operating expenses;

h. Analyze the Target's fee receivables and other operating assets for aging, collectability, classification, cutoff, and recoverability;

i. Analyze the Target's accounts payable and accrued liabilities, including related-party payables, service-provider arrangements, and potential unrecorded liabilities; and

j. Prepare a financial analysis, including a QofE Transaction Analysis, supported by walk-through calls with the Equity Committee.

5. In addition to the Diligence Services contemplated above, BRG has agreed, to the extent requested, to perform tax due diligence procedures with respect to the Target, including review of federal and state income tax returns for open tax years, state and local tax nexus and compliance, and potential tax exposures (the "Tax Diligence Services").

B. Scope of Engagement

6. BRG has been engaged to provide consulting services only. BRG's services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations will be the responsibility of the Equity Committee, and BRG will not make any management decisions for the Equity Committee or the Target. The Diligence Services will not constitute an audit, review, or examination of any entity's financial statements, an assurance report or opinion, a legal opinion, a fairness opinion, or investment or accounting advice.

7. BRG will work closely with the Equity Committee's other retained professionals, including Counsel and Dundon, taking whatever steps are necessary and appropriate to avoid any unnecessary duplication of effort with such other professionals.

8. I understand that the Equity Committee believes it is necessary to employ a transaction diligence advisor to render the professional services described above so that the Equity Committee may properly evaluate the potential transaction and fulfill its duties as provided in the

Bankruptcy Code. I believe that BRG is well qualified to provide the Diligence Services required in this Chapter 11 Case.

USE OF CONTRACTORS

9. Notwithstanding anything in the Application or this Declaration to the contrary, BRG shall (i) to the extent that it uses the services of independent contractors or subcontractors (the "Contractors") in this Chapter 11 Case, pass-through the cost of Contractors to the Debtor at the same rate that BRG pays the contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks and compensation procedures as required for BRG; and (iv) file with the Court such disclosures required by Rule 2014 of the Bankruptcy Rules.

INDEMNIFICATION AND LIMITATION OF LIABILITY

10. BRG's decision to accept this engagement is contingent upon its ability to be retained in accordance with indemnification and limitation of liability provisions set forth in the Engagement Letter (the "Indemnification Provisions"). The Indemnification Provisions provide that the Equity Committee shall indemnify and hold harmless BRG, its directors, officers, members, affiliates, agents, and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, claims, demands, damages, losses, and expenses, including, without limitation, defending any action, suit, proceedings, or investigation (whether or not in connection with proceedings or litigation in which any of the Indemnified Parties is a party), directly or indirectly, caused by, relating to, based upon, arising out of or in connection with the engagement of BRG or any services rendered pursuant to this engagement, unless there is a final non-appealable order of a court of competent jurisdiction finding such Indemnified Party directly liable for bad faith, gross negligence or willful misconduct.

11. The terms and conditions of the Indemnification Provisions were negotiated by the Equity Committee and BRG at arm's length and in good faith. The Equity Committee and BRG believe that the Indemnification Provisions contained in the Engagement Letter, viewed in conjunction with the other terms of the Proposed Order, are customary and reasonable for BRG and comparable firms providing services for engagement of this type and should be approved.

12. As set forth in the Proposed Order, the Indemnification Provisions are modified during the pendency of this Chapter 11 Case, and to the extent of any inconsistency between the Engagement Letter and the order approving this Application, the order shall govern.

DISINTERESTEDNESS OF PROFESSIONALS

13. BRG[4] is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code because BRG and its Managing Directors and Directors:

(a) are not creditors, equity security holders or insiders of the Debtor;

(b) are not and were not, within two years before the Petition Date, directors, officers, or employees of the Debtor;

(c) do not have an interest materially adverse to the interest of the Debtor's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtor or for any other reason; and

(d) do not hold any debt or equity securities of the Debtor.

14. Moreover, to the best of my knowledge, information and belief formed after reasonable inquiry, BRG, its Managing Directors and Directors, and the BRG personnel assigned to the engagement team for this matter have no interests that are materially adverse to the Equity Committee, the Debtor's estate or the other creditors in this Chapter 11 Case.

[4] All references contained herein referring to BRG pertaining to disclosures regarding disinterestedness and relationships with interested parties, collectively refer to Berkeley Research Group, LLC and all of its affiliates.

15. To determine BRG's relationship with the parties in interest identified by the Equity Committee to BRG, in preparing this Declaration, I caused the names of the parties set forth in **Schedule 1** attached hereto, (the "Potential Parties in Interest") to be submitted to BRG's internal conflicts procedures. It is important to note that the database maintained by BRG client intake includes all clients and related parties in matters in which an affiliate of BRG is engaged to perform services. This list was compiled by reviewing various documents submitted by the Debtor's counsel to the Court, including their retention documents. Accordingly, BRG is relying on the accuracy and completeness of this information in connection with its conflict review and disclosure. BRG's internal conflict check procedures consist of the querying of the Potential Parties in Interest, within an internal computer database containing names of individuals and entities that are present or former clients of BRG. The database that BRG queries to determine its lack of conflicts and disinterestedness incorporates the names of individuals and entities that are present and former clients both of BRG and all of its affiliates. Additionally, new matters are circulated to all Directors and Managing Directors of BRG with a request to review and advise of any potential conflict of interest concerns. All responses are reviewed and addressed by an attorney on BRG's Conflicts team.

16. To the best of my knowledge, information and belief, neither I nor any other Managing Director or Director of BRG has any connection with or holds any interest adverse to the Debtor, its estate, creditors, shareholders, or any other party in interest herein or their respective attorneys in the matters for which BRG is proposed to be employed, except that BRG has provided other consulting services, and may in the future provide such services, to certain of the Debtor's creditors or other parties in interest in matters unrelated to the Debtor's Chapter 11 Case. As set forth in **Schedule 2**, which is attached hereto, BRG, inclusive of its affiliates, has certain

relationships with certain parties in interest in this Chapter 11 Case, but such relationships are unrelated to either the Debtor or this Chapter 11 Case.

17. BRG hereby discloses that as of May 1, 2025, BRG is a portfolio company of investment funds managed by TowerBrook Capital Partners (such investment funds and manager, collectively, "TowerBrook"). TowerBrook, and any other portfolio company of any investment fund managed by TowerBrook or any other entities affiliated with TowerBrook, as disclosed by TowerBrook to BRG from time to time, (collectively, "TowerBrook Entities") are under separate managerial control from BRG and do not share any internal systems with BRG. The TowerBrook Entities have no ability to access BRG systems or confidential information, nor does BRG have the ability to access TowerBrook Entities systems or confidential information. Certain TowerBrook personnel may serve as members of the BRG board of directors (the "BRG Directors") and the BRG Directors may serve on boards of directors for certain of the TowerBrook Entities. However, the BRG Directors are subject to confidentiality obligations and fiduciary duties, which prohibit and prevent the sharing of confidential information between companies for which they have board of director responsibilities. Despite the separation between BRG and the TowerBrook Entities, in an abundance of caution, BRG discloses that it has performed a conflict check and none of the disclosed Potential Parties in Interest in this Chapter 11 Case listed on **Schedule 1** are TowerBrook Entities. It is possible that a TowerBrook Entity may be an undisclosed party in interest in this Chapter 11 Case, including for example, as a potential bidder in any sale process. To the extent I discover any additional facts regarding the foregoing, and subject to any confidentiality restrictions with the Debtor, I will supplement the information contained in this Declaration.

18. Further, as part of its diverse practice, BRG appears in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and financial consultants, who may represent claimants and parties in interest in the Debtor's Chapter 11 Case. Also, BRG has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of whom may be involved in these proceedings. In addition, BRG has in the past, may currently and will likely in the future be working with or against other professionals involved in this Chapter 11 Case in matters unrelated to the Debtor and this Chapter 11 Case. Moreover, BRG might have referred work to other professionals who are retained in this Chapter 11 Case. Likewise, certain such professionals who are retained in this Chapter 11 Case might have referred work to BRG. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtor in matters upon which BRG is to be employed, and none are in connection with this Chapter 11 Case.

19. To the best of my knowledge, none of the Managing Directors, Directors, or BRG personnel assigned to the engagement team is a direct holder of any of the Debtor's securities. It is possible that certain BRG employees, Managing Directors, board members, equity holders, or affiliates of any of the foregoing, may own interests in mutual funds or other investment vehicles (including various types of private funds) that own the Debtor's or other Potential Parties in Interest's debt or equity securities or other financial instruments including bank loans and other obligations. Typically, the holders of such interests have no control over investment decisions related to such investment funds or financial instruments. BRG's policy prohibits its employees from personally trading in the Debtor's securities.

20. To the best of my knowledge, and except as disclosed herein, BRG has not been engaged to assist any entity or person other than the Equity Committee on matters relating to, or in connection with, this Chapter 11 Case. If the Court approves the proposed employment of BRG by the Equity Committee, then BRG will not accept any engagement or perform any services in this Chapter 11 Case for any entity or person other than the Equity Committee. BRG may, however, continue to provide professional services to, and engage in commercial or professional relationships with, entities or persons that may be creditors of the Debtor in this Chapter 11 Case; provided, however, that such services do not and will not relate to, or have any direct connection with, this Chapter 11 Case.

21. I am not related or connected to and, to the best of my knowledge, no other Managing Director or Director of BRG is related or connected to any United States Bankruptcy Judge for the District of Delaware, the U.S. Trustee or any employee in the offices thereof.

22. To the extent I discover any additional facts bearing on the matters described herein and required to be disclosed during the period of the Equity Committee's retention of BRG, I will supplement the information contained in this Declaration.

PROFESSIONAL COMPENSATION

23. As set forth in the Fee and Expense Structure, and the Application, fees are based on BRG's standard hourly rates. The proposed rates of compensation, subject to final Court approval, are the customary hourly rates in effect when services are performed by the professionals and paraprofessionals who provide services to the Equity Committee. The hourly rates charged by BRG for the services provided by its personnel differ based upon, among other things, each professional's level of experience, geographic differentials, and types of services being provided. Hourly rates are subject to periodic adjustment (rates are typically adjusted annually) to reflect

promotions and other changes in personnel responsibilities, increases in experience, and increases in the cost of doing business. The current standard hourly rates for the BRG personnel that are anticipated to work on this engagement are as follows:[5]

Title	Rate
Managing Director	$1195 and above per hour
Director	$1095 and above per hour
Associate Director	$795 and above per hour
Senior Managing Consultant	$725 and above per hour
Managing Consultant	$595 to $675 per hour
Consultant	$495 to $575 per hour
Senior Associate	$425 per hour
Associate	$375 per hour

24. Following negotiations between BRG and the Equity Committee, BRG has agreed to cap its fees for the Diligence Services outlined under Statement of Work #1 to the Engagement Letter at $95,000. BRG has advised the Equity Committee that its estimated fees for the Diligence Services will be between $85,000 and $95,000. For the avoidance of doubt, any work performed related to the preparation of BRG's retention application, fee application, or other required Court disclosures, any work performed under the Tax Diligence Services workstream described above and in the Engagement Letter (which services may only be performed following compliance with the notice procedures applicable to any Proposed Additional Services), any time spent preparing for or engaging in oral or written communications with third parties (excluding Counsel and other advisors acting on the Equity Committee's behalf), and any time spent preparing for or

[5] The bill rate ranges herein are for BRG professionals in the Transaction Advisory ("TA") practice group. The TA practice group is separate and distinct from the BRG Turnaround and Restructuring (T&R) practice group and other service line and industry practice groups and the bill rate ranges for the TA practice group professionals may be different and lower than the T&R practice group bill rate ranges. The TA bill rate ranges listed herein are the standard hourly rates charged by the TA practice group irrespective of whether the client is or is not involved in a restructuring in or out of court. Further, any professionals practice groups other than TA who may provide services will charge their standard hourly rates as they would in all other matters.

participating in any depositions or preparing or providing any oral or written testimony (including affidavits and declarations) in any hearing, trial, arbitration or other proceeding, whether requested by the Equity Committee or required by subpoena or other legal process, (together the "Uncapped Services") shall not be subject to this cap. Routine communications with the Equity Committee and Counsel and other advisors acting on the Equity Committee's behalf relating to services otherwise subject to the cap (as further described in Statement of Work #1), shall remain subject to the cap.

25. We believe that our rates are set at a level designed to fairly compensate BRG for the work of its professionals and to cover fixed and routine overhead expenses.

26. To the extent BRG requires services of personnel from specialized practices or its international divisions, the standard hourly rates for that specialized practice or international division will apply.

27. Consistent with BRG's policy with respect to its other clients, BRG will charge for all other services provided and for other charges and disbursements incurred in rendering services to the Equity Committee. These customary items include, among other things, travel and lodging expenses, business meals, costs of reproduction, research, communications, BRG's legal counsel, any applicable sales or excise taxes and other direct expenses. Internal costs or overhead costs and document production services (including regular secretarial and word processing time) will not be charged for separately. In addition, under the Engagement Letter, BRG charges an amount equal to five percent (5%) of professional fees to cover indirect expenses for technology, administrative support, report processing, accessing third-party analytic data, software licensing, and other incidental expenses (the "Administrative Charge").

28. BRG will also request compensation for any time and expenses (including, without limitation, reasonable legal fees and expenses, except in the case of legal fees pertaining to any fee defense) that may be incurred in considering or responding to discovery requests or other requests for documents or information, or in participating as a witness or otherwise in any legal, regulatory, or other proceedings, including, without limitation, those other than the instant matter, as a result of BRG's performance of these services.

29. BRG intends to apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable procedures and orders of the Court entered in this Chapter 11 Case.

30. Regardless of the time and manner of interim compensation, BRG understands that, subject to this Court's orders, BRG will be required to follow the procedures for final allowance of fees at the end of this Chapter 11 Case.

31. No promises have been made or received by BRG, nor any employee thereof, as to payment or compensation in connection with this Chapter 11 Case other than in accordance with the provisions of the Bankruptcy Code. Except for internal agreements among the employees of BRG regarding the sharing of revenue or compensation, neither BRG nor any of its employees has entered into an agreement or understanding to share compensation as described in Bankruptcy Code Section 504 and Bankruptcy Rule 2016.

32. BRG is willing to be employed by the Equity Committee as its transaction diligence advisor under the terms as set forth in the Application and will make appropriate application to this Court for compensation and reimbursement of out-of-pocket expenses, all in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any orders of

the Court entered in this Chapter 11 Case. I also understand that the Equity Committee believes that BRG's employment is necessary and in the best interests of the Debtor and its estate and creditors. I believe BRG is well qualified to perform these services in this Chapter 11 Case.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: November 9, 2026

/s/ Kyle Reid
Kyle Reid, Managing Director
Berkeley Research Group, LLC

SCHEDULE 1

Potential Parties in Interest

Banks
HSBC UK Bank, PLC
J.P. Morgan
Silicon Valley Bank
US Bank
Wells Fargo Bank

Bankruptcy Court Staff
Barksdale, Nickita
Batts, Cacia
Bello, Rachel
Brady, Claire
Capp, Laurie
Gadson, Danielle
Grant, Stephen L.
Haney, Laura
Hrycak, Amanda
Johnson, Lora
Lopez, Marquietta
Lugano, Al
Subda, Paula
Walker, Jill
Yeager, Demitra

Bankruptcy Judges
Goldblatt, Craig T.
Horan, Thomas M.
Owens, Karen B.
Shannon, Brendan L.
Silverstein, Laurie Selber
Stickles, Kate J.
Walrath, Mary F.

U.S. Trustee Staff
Attix, Lauren
Casey, Linda
Dice, Holly
Dortch, Shakima L.
Girello, Michael
Green, Christine
Hackman, Benjamin
Jones, Nyanquoi
Konde, Hawa
Leamy, Jane
Lipshie, Jonathan
McCollum, Hannah M.
McMahon, Joseph
Nyaku, Jonathan
O'Malley, James R.
Serrano, Edith A.
Thomas, Elizabeth
Vara, Andrew
Wynn, Dion

Contract Counterparties
ACAC Enterprises, LLC
ACT for Health, Inc. dba Professional Case Management
Actalent Scientific, LLC
Advanced Cell Diagnostics, Inc.
Aerotek Scientific, LLC
Agriculture Victoria Services Pty. Ltd.
Agrisoma Biosciences, Inc.
American Type Culture Collection
ARC Regulatory Limited
Armature Systems, Inc.
Astellas Gene Therapies, Inc.
AstraZeneca PLC
Benchling, Inc.
BioAgilytix Labs, LLC
Biogen Idec MA Inc.
Bio-Rad AbD Serotec GmbH
BioReliance Corporation
Bioverativ Therapeutics Inc.
C R Williams Consulting LLC
California Institute of Technology
Catalent Gosselies PS S.A.
Catalent Maryland, Inc.
CBRE, Inc.
Charles River Laboratories, Inc.
CHDI Management/CHDI Foundation
Children's Medical Center Corporation
Chroma Medicine, Inc.
Connor Group Global Services, LLC
Corbus, LLC
Corteva Agriscience LLC

CTI Clinical Consulting Services, Inc.
Cyprotex Discovery Limited
Dow Agrosciences LLC
East West Bank
Eli Lilly and Company
Elim Biopharmaceuticals, Inc.
Elpis Biomed Limited
Ernst & Young LLP
Evotec International GmbH
F. Hoffmann-La Roche Ltd
Fisher BioServices, Inc.
Foley & Lardner LLP
Framework Solutions LLC
FUJIFILM Cellular Dynamics, Inc.
GemPharmatech Corporation
Genentech, Inc.
GeneScience Pharmaceutical Co., Ltd
GraphPad Software, LLC
Groupware Technology, Inc.
Hoffmann-La Roche Inc.
ICON Clinical Research Limited
Inserm Transfert SA
JAGGAER, LLC
Kite Pharma, Inc.
Life Sciences Advisors, LLC
Life Technologies Corporation
Marina Boulevard Property, LLC
Marina Landing Property, LLC
Memorial Sloan-Kettering Cancer Center, Sloan Kettering Institute for Cancer Research and Memorial Hospital for Cancer and Allied Diseases
Merope Acquisition Sub, LLC
Miltenyi Biotec B.V. & Co. KG
MP Biomedicals, LLC
National Institutes of Health
Nisos Group
Novartis Institutes for BioMedical Research
Open Monoclonal Technology, Inc.
Oracle American, Inc.
Pacific BioLabs, Inc.
Perspective Pharmacovigilance, Inc.
Pfizer, Inc.
Prevail Therapeutics, Inc.
Promega Corporation
PSI CRO AG
Public Health Service
Q-Square Business Intelligence Corporation
Roche Diagnostics
Rothwell, Figg, Ernst & Manbeck, P.C.
Saatzucht Josef Breun GmbH & Co. KG
SAGE Acquisition Co.
Samsung Biologics
Sartorius Stedim North America Inc.
Sentry BioPharma Services, Inc.
SHI International Corp
Shire AG
Shire Human Genetic Therapies, Inc.
Shire International GmbH
Sigma-Aldrich Co., LLC
Solvo Biotechnology
Standard Biotools
Syneos Health, LLC
Syneos Health UK Limited
Syner-G BioPharma Group LLC
Takeda Pharmaceuticals Inc Co.
T&C Janitorial and Building Maintenance, Inc.
The Ascent Services Group, Inc.
The Board of Trustees of the Leland Stanford Junior University
Thermo Fisher Scientific, Inc.
Twist Bioscience Corporation
UBS Securities LLC
University of Utah Research Foundation
Unum Life Insurance Company of America
UW Center for Commercialization
Veeva Systems, Inc.
Vrije Universiteit Brussel
Wynden Start LLC d/b/a GQR Global Markets
Yurogen Biosystems LLC

Debtor & Non-Debtor Affiliates (not otherwise mentioned)

Ceregene, Inc.
Sangamo Therapeutics France S.A.S
Sangamo Therapeutics, Inc.
Sangamo Therapeutics UK Ltd.

Debtor's Professionals & Advisors

Cooley, LLP

Evercore Group Inc.
Kohlberg Kravis Roberts & Co. (KKR)
Kurtzman Carson Consultants, LLC (KCC) dba Verita Global
MERU, LLC
Raymond James Financial, Inc.
Richards, Layton & Finger (RLF)

Committee of Unsecured Creditors Members and Professionals
Beckman Coulter, Inc.
Boston Children's Hospital
Brammer Bio MA, LLC
Charles River Corp.
IQVIA Inc.
IQVIA RDS Inc.
M3 Advisory Partners, LP
McDermott Will & Schulte LLP

Committee of Equity Holders Members and Professionals
Alali, Kays
Charlestown Jupiter Fund, LLC
Foley, Frank J.
Grossman, Kenneth
Jalagam, Venkata
Nagin, Adam
Morris James LLP
Orrick, Herrington & Sutcliffe LLP
Dundon Advisers LLC
Berkeley Research Group, LLC

Directors & Officers (Current/Former)
Beers, Courtney
Carey, Robert F.
Ceniceros, Michael
Davis, Gregory
Dubois-Stringfellow, Nathalie
Duraibabu, Prathyusha
Fontenot, Jason
Glasser, Julie
Hillan, Kenneth J.
Horn, Margaret A.
Jain, Nikunj
Macrae, Alexander D.
Markels, John H.
McClung, Mark
Meyers, James R.
Parker, H. Stewart
Pooler, Amy
Smith, Karen L.
Willoughby, Scott B.

DIP Lender and Professionals
Future Solution Investments LLC
KTBS Law
Young Conaway Stargatt & Taylor
PwC US Business Advisory LLP

Insurance Providers
Accredited Insurance Program Management
Aetna
Allied World Assurance Company (U.S.), Inc.
American International Group, Inc. (AIG)
Anthem Blue Cross
Arthur J. Gallagher Risk Management Services, LLC
AXA XL Insurance
Beazley Excess & Surplus Insurance
Berkley Life Sciences, LLC
Berkley National Insurance Company
Berkshire Hathaway Specialty Insurance
Chubb National Insurance Company
Cigna Health and Life Insurance Company
Delta Dental of California
Endurance Risk Solutions Assurance Co.
Falvey Cargo Underwriting
Falvey Insurance Group
Federal Insurance Company
First Insurance (not in Oracle)
Fubon Insurance Co., Ltd.
Great American Insurance Group
Guardian
Hudson Insurance Company
Kaiser Foundation Health Plan
MCI Life Sciences & Healthcare Consortium 4985 at Lloyd's
National Union Fire Insurance Company of Pittsburgh, PA
Old Republic Insurance Company
Old Republic Professional Liability, Inc.

Provident Life And Accident Insurance Company
Sentry Specialty
SI Insurance (Europe) S.A
Sompo International
The Hartford Insurance
Underwriters at Lloyd's London (including Lloyd's of London)
United HealthCare Insurance Company
Vision Service Plan (VSP)
XL Specialty Insurance Company
Zurich American Insurance Company

Landlords
Point Richmond R&D Associates
Point Richmond R&D Associates II, LLC
PPF OFF 7000 Marina Blvd LP

Litigation Parties
None

Secured Creditors
None

Material (5% or Greater) Shareholders
Armistice Capital LLC
Yorkville Advisors Global LP

Top 20 Creditors
Beckman Coulter, Inc.
Brammer Bio, LLC
Catalent Pharma Solutions
Charles River Laboratories Montreal ULC
Children's Hospital Corp.
Computer Packages Inc.
CTI Clinical Trial Svs, Inc
Envol Biomedical, LLC
EPL Archives, Inc
Innova Solutions, Inc
IQVIA RDS Inc.
Laboratory Corporation of America
Meet Recruitment Inc.
Point Richmond R&D Ass. II LLC
PPD Development, L.P.
PPF OFF 7000 Marina Blvd LP
Snell & Wilmer L.L.P.
Sterne, Kessler, Goldstein & Fox P.L.L.C
TraceLink Inc
VWR International, Inc.

Taxing Authorities
California Department of Tax and Fee Administration
California Franchise Tax Board
City of Richmond Finance Department, Business License Division
Contra Costa County Tax Collector
Internal Revenue Service
Internal Revenue Service (PA)
Massachusetts Department of Revenue
New York State Corporation Tax
Department of Taxation and Finance
San Mateo County Tax Collector
Secretary of State Division of Corporations
Franchise Tax

Utility Providers
AT&T Business Direct
City of Brisbane
Comcast Business
Intelletrace
Pacific Gas and Electric (PG&E)
South San Francisco Scavenger Company, Inc.
Wiline Networks

Auction & Other Bidders
Cycle Group Holdings, Limited
EquipNet, Inc.
Future Solutions Investments, LLC
Heritage Global Partners, Inc.
Liquidity Services Operations
PTC Therapeutics, Inc.
Surplus Solutions, LLC
TerSera Therapeutics, Inc.
Tiger Capital Group

SCHEDULE 2

List of Parties in Interest, or Affiliates Thereof, That Currently Engage or Are Interested Parties in Matters with BRG, Sorted by Their Relationship with the Debtor[1]

Banks
HSBC UK Bank, PLC
J.P. Morgan
Silicon Valley Bank
US Bank
Wells Fargo Bank

Contract Counterparties
Actalent Scientific, LLC*
Advanced Cell Diagnostics, Inc.
Astellas Gene Therapies, Inc.
AstraZeneca PLC*
California Institute of Technology
Catalent Maryland, Inc.*
CBRE, Inc.*
Charles River Laboratories, Inc.*
Corteva Agriscience LLC*
Dow Agrosciences LLC*
East West Bank*
Eli Lilly and Company
Ernst & Young LLP
F. Hoffmann-La Roche Ltd
Foley & Lardner LLP
FUJIFILM Cellular Dynamics, Inc.
Genentech, Inc.
Hoffmann-La Roche Inc.
Kite Pharma, Inc.*
Life Technologies Corporation*
Memorial Sloan-Kettering Cancer Center, Sloan Kettering Institute for Cancer Research and Memorial Hospital for Cancer and Allied Diseases*
MP Biomedicals, LLC*
National Institutes of Health*
Novartis Institutes for BioMedical Research
Oracle American, Inc.
Pfizer, Inc.
Roche Diagnostics
SHI International Corp
Shire AG*
Shire Human Genetic Therapies, Inc.*
Shire International GmbH*
Standard Biotools
Syneos Health UK Limited*
Syneos Health, LLC*
Takeda Pharmaceuticals Inc Co.
The Board of Trustees of the Leland Stanford Junior University*
Thermo Fisher Scientific, Inc.
UBS Securities LLC
Unum Life Insurance Company of America
Veeva Systems, Inc.*

Debtor's Professionals & Advisors
Cooley, LLP
Kohlberg Kravis Roberts & Co. (KKR)*
Raymond James Financial, Inc.
Richards, Layton & Finger (RLF)

Committee of Unsecured Creditors Members and Professionals
Beckman Coulter, Inc.*
Charles River Corp.*
IQVIA Inc.
IQVIA RDS Inc.
McDermott Will & Schulte LLP

Committee of Equity Holders Members and Professionals
Charlestown Jupiter Fund, LLC
Morris James LLP
Orrick, Herrington & Sutcliffe LLP

DIP Lender and Professionals
PwC US Business Advisory LLP
Young Conaway Stargatt & Taylor

Insurance Providers
Aetna
Allied World Assurance Company (U.S.), Inc.*

[1] Potential Parties in Interest marked with an asterisk (*) are related to closed matters.

American International Group, Inc. (AIG)*
Anthem Blue Cross
Arthur J. Gallagher Risk Management Services, LLC
AXA XL Insurance*
Beazley Excess & Surplus Insurance*
Berkley National Insurance Company
Berkshire Hathaway Specialty Insurance
Chubb National Insurance Company
Cigna Health and Life Insurance Company
Endurance Risk Solutions Assurance Co.
Federal Insurance Company
First Insurance (not in Oracle)*
Great American Insurance Group
Guardian
Hudson Insurance Company*
Kaiser Foundation Health Plan
National Union Fire Insurance Company of Pittsburgh, PA
Old Republic Insurance Company*
Old Republic Professional Liability, Inc.*
Sentry Specialty*
Sompo International*
The Hartford Insurance
Underwriters at Lloyd's London (including Lloyd's of London)*
United HealthCare Insurance Company
XL Specialty Insurance Company*
Zurich American Insurance Company

Top 20 Creditors
Beckman Coulter, Inc.*
Catalent Pharma Solutions*
Charles River Laboratories Montreal ULC*
IQVIA RDS Inc.
Laboratory Corporation of America*

Taxing Authorities
California Franchise Tax Board*
Internal Revenue Service*
Massachusetts Department of Revenue
San Mateo County Tax Collector*

Utility Providers
AT&T Business Direct
Comcast Business
Pacific Gas and Electric (PG&E)*

Auction & Other Bidders
Tiger Capital Group*