

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 7, 2023

SANGAMO THERAPEUTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

000-30171
(Commission
File Number)

68-0359556
(IRS Employer
ID Number)

7000 Marina Blvd., Brisbane, California 94005
(Address of principal executive offices) (Zip Code)

(510) 970-6000
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	SGMO	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 8.01 Other Events.

As previously reported, Sangamo Therapeutics, Inc. (the "Company") is a party to the Open Market Sale AgreementSM, dated August 5, 2020 (the "Original Sales Agreement"), between the Company and Jefferies LLC ("Jefferies"), as amended by Amendment No. 1, dated May 5, 2021 ("Amendment No. 1"), and by Amendment No. 2, dated December 23, 2022 (together with the Original Sales Agreement and Amendment No. 1, the "Sales Agreement"). Under the Sales Agreement, the Company may offer and sell, from time to time, through Jefferies as its sales agent or principal, shares of its common stock, par value \$0.01 per share (the "Common Stock"), having an aggregate offering price of up to \$325 million. As of the date hereof, shares of Common Stock having an aggregate offering price of up to \$204,119,827.69 remained available to be sold from time to time pursuant to the Sales Agreement (the "Remaining Shares").

The issuance and sale of the Remaining Shares will be made pursuant to the Company's Registration Statement on Form S-3 (File No. 333-255792) and a prospectus supplement to the prospectus included therein to be filed with the Securities and Exchange Commission on March 7, 2023 (the "Prospectus Supplement"). On March 7, 2023, the Company and Jefferies entered into Amendment No. 3 to the Sales Agreement to reflect the sale of the Remaining Shares pursuant to the Prospectus Supplement, a copy of which is filed as Exhibit 1.1 to this Current Report on Form 8-K. Cooley LLP, counsel to the Company, has issued a legal opinion relating to the validity of the Remaining Shares, a copy of which is filed as Exhibit 5.1 to this Current Report on Form 8-K.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy the Remaining Shares nor shall there be any offer, solicitation or sale of such Remaining Shares in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
1.1	Amendment No. 3 to Open Market Sale Agreement, dated March 7, 2023, between Sangamo Therapeutics, Inc. and Jefferies LLC.
5.1	Opinion of Cooley LLP.
23.1	Consent of Cooley LLP (included in Exhibit 5.1 hereto).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SANGAMO THERAPEUTICS, INC.

Dated: March 7, 2023

By: /s/ SCOTT B. WILLOUGHBY
Name: Scott B. Willoughby
Title: Senior Vice President, General Counsel and Corporate Secretary

**AMENDMENT NO. 3 TO
OPEN MARKET SALE AGREEMENTSM**

March 7, 2023

This Amendment No. 3 (“**Amendment No. 3**”) amends that certain Open Market Sale AgreementSM, dated as of August 5, 2020, as amended by Amendment No. 1 (“**Amendment No. 1**”) to Open Market Sale AgreementSM, dated as of May 5, 2021, and Amendment No. 2 (“**Amendment No. 2**”) to Open Market Sale AgreementSM, dated as of December 23, 2022 (the “**Agreement**”), by and between Sangamo Therapeutics, Inc. (the “**Company**”) and Jefferies LLC, as sales agent and/or principal (the “**Agent**”). Defined terms used herein and not otherwise defined shall have the meaning assigned to such terms in the Agreement.

WITNESSETH THAT:

WHEREAS, Section 8(i) of the Agreement permits the Company and the Agent to amend the Agreement;

WHEREAS, upon the filing of the Company’s Annual Report on Form 10-K for the year ended December 31, 2022, the Company lost its status as a “well-known seasoned issuer” (as such term is defined in Rule 405 of the Securities Act of 1933, as amended);

WHEREAS, accordingly, the Company filed Post-Effective Amendment No. 1 to the Registration Statement and Post-Effective Amendment No. 2 to the Registration Statement to convert the Registration Statement to the proper submission type for a non-automatic shelf registration statement;

WHEREAS, the Company plans to file a new prospectus supplement in connection with its “at-the-market” offering; and

WHEREAS, the Company and the Agent now desire to amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Agent agree as follows:

1. The first paragraph of Section 2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

The Company has prepared and filed with the Commission a shelf registration statement on Form S-3 (File No. 333-255792), which contains a base prospectus (the “**Base Prospectus**”). Such registration statement registers the issuance and sale by the Company of the Shares under the Securities Act. The Company may file one or more additional registration statements from time to time that will contain a base prospectus and related prospectus or prospectus supplement, if applicable, with respect to the Shares. Except where the context otherwise requires, such registration statement(s), including any information deemed to be a part thereof pursuant to Rule 430B under the Securities Act, including all financial statements, exhibits and schedules thereto and all documents incorporated or deemed to be incorporated therein by reference pursuant to Item 12 of Form S-3 under the Securities Act as from time to time amended or supplemented, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the Securities Act or deemed to be part of such registration statement pursuant to Rule 430(B) of the Securities Act, is herein referred to as the “**Registration Statement**.” and the prospectus constituting a part of such registration statement(s), together with any prospectus supplement filed with the Commission pursuant to Rule 424(b) under the Securities Act relating to a particular issuance of the Shares, including all documents incorporated or deemed to be incorporated therein by reference pursuant to Item 12 of Form S-3 under the Securities Act, in each case, as from time to time amended or supplemented, is referred to herein as the “**Prospectus**,” except that if any revised prospectus is provided to the Agent by the Company for use in connection with the offering of the Shares that is not required to be filed by the Company pursuant to Rule 424(b) under the Securities Act, the term “**Prospectus**” shall refer to such revised prospectus from and after the time it is first provided to the Agent for such use. The Registration Statement at the time it originally became effective is herein called the

“Original Registration Statement.” As used in this Agreement, the terms “amendment” or “supplement” when applied to the Registration Statement or the Prospectus shall be deemed to include the filing by the Company with the Commission of any document under the Exchange Act after the date hereof that is or is deemed to be incorporated therein by reference.

2. The references to “Form S-3ASR” in Section 2(b) of the Agreement shall be replaced with “Form S-3.”

3. The first sentence of Section 2(c) is hereby deleted in its entirety and replaced with the following:

At the time of filing the Registration Statement, any Rule 462(b) Registration Statement, or any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Shares and at the date hereof, the Company was not and is not (as applicable) an “ineligible issuer,” as such term is defined in Rule 405 under the Securities Act.

4. The Company agrees to pay the reasonable and documented fees and disbursements of the Agent’s counsel in connection with this Amendment No. 3, in an aggregate amount not to exceed \$25,000.

5. Section 8(i) of the Agreement is supplemented and amended such that the Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3, constitutes the entire agreement of the parties to the Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof and thereof.

6. This Amendment No. 3 shall be deemed effective on the date first set forth above.

7. Except as amended hereby, the Agreement as now in effect is ratified and confirmed hereby in all respects. For the avoidance of doubt, this Amendment No. 3 and all of its provisions shall be deemed to be a part of the Agreement, as amended hereby.

8. This Amendment No. 3 shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Amendment No. 3 or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the “**Specified Courts**”), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth in the Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

[Signature page follows.]

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Company the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

SANGAMO THERAPEUTICS, INC.

By: /s/ Alexander Macrae
Name: Alexander Macrae
Title: Chief Executive Officer

The foregoing Amendment is hereby confirmed and accepted by the Agent in New York, New York as of the date first above written.

JEFFERIES LLC

By: /s/ Donald Lynaugh
Name: Donald Lynaugh
Title: Managing Director

[Signature Page to Amendment No. 3]

Chadwick L. Mills
+1 650 843 5654
cmills@cooley.com

March 7, 2023

Sangamo Therapeutics, Inc.
7000 Marina Blvd.
Brisbane, California 94005

Ladies and Gentlemen:

We have acted as counsel to Sangamo Therapeutics, Inc., a Delaware corporation (the "**Company**"), in connection with the sale of shares of its common stock, par value \$0.01 per share (the "**Common Stock**"), having an aggregate offering price of up to \$204,119,827.69 (the "**Shares**") pursuant to the Registration Statement on Form S-3 (File No. 333-255792) (as amended by Post-Effective Amendment No. 1, the "**Registration Statement**") filed with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Act**"), the prospectus included in the Registration Statement (the "**Base Prospectus**") and the prospectus supplement dated March 7, 2023 filed with the Commission pursuant to Rule 424(b) under the Act (together with the Base Prospectus, the "**Prospectus**"). The Shares are to be sold by the Company in accordance with that certain Open Market Sale Agreement, dated August 5, 2020, by and between the Company and Jefferies LLC, as amended by Amendment No. 1 to Open Market Sale Agreement, dated May 5, 2021, by Amendment No. 2 to Open Market Sale Agreement, dated December 23, 2022, and by Amendment No. 3 to Open Market Sale Agreement, dated March 7, 2023 (together, the "**Agreement**"), as described in the Prospectus.

In connection with this opinion, we have examined and relied upon the Registration Statement and the Prospectus, the Agreement, the Company's certificate of incorporation and the bylaws, each as currently in effect, and originals, or copies certified to our satisfaction, of such records, documents, certificates, memoranda and other instruments as in our judgment are necessary or appropriate to enable us to render the opinion expressed below. In rendering this opinion, we have assumed the genuineness of all signatures; the authenticity of all documents submitted to us as originals; the conformity to originals of all documents submitted to us as copies; the accuracy, completeness and authenticity of certificates of public officials; and the due authorization, execution and delivery by all persons other than the Company of all documents where authorization, execution and delivery are prerequisites to the effectiveness thereof. As to certain factual matters, we have relied upon a certificate of an officer of the Company and have not independently verified such matters.

We have assumed (i) that each sale of Shares will be duly authorized by the Board of Directors of the Company, a duly authorized committee thereof or a person or body pursuant to an authorization granted in accordance with Section 152 of the General Corporation Law of the State of Delaware (the "**DGCL**"), (ii) that no more than 102.1 million Shares will be sold under the Agreement pursuant to the Prospectus and (iii) that the price at which the Shares are sold will equal or exceed the par value of the Common Stock. We express no opinion to the extent that future issuances of securities of the Company, anti-dilution adjustments to outstanding securities of the Company and/or other matters cause the number of shares of Common Stock issuable under the Agreement to exceed the number then available under the Company's certificate of incorporation.

Our opinion herein is expressed solely with respect to the DGCL. Our opinion is based on these laws as in effect on the date hereof. We express no opinion to the extent that any other laws are applicable to the



March 7, 2023
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subject matter hereof and express no opinion and provide no assurance as to compliance with any federal or state securities law, rule or regulation.

On the basis of the foregoing, and in reliance thereon, we are of the opinion that the Shares, when sold and issued against payment therefor in accordance with the Agreement, the Registration Statement and the Prospectus, will be validly issued, fully paid and nonassessable.

We consent to the reference to our firm under the caption "Legal Matters" in the Prospectus and to the filing of this opinion as an exhibit to the Company's Current Report on Form 8-K filed with the Commission on the date hereof and incorporated by reference into the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act, or the rules and regulations of the Commission thereunder.

Sincerely,

Cooley LLP

By: /s/ Chadwick L. Mills
Chadwick L. Mills

