

**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): December 23, 2022

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 1.01 Entry into a Material Definitive Agreement.

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, together with the Original Sales Agreement, 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 amount of up to \$150 million (the “Initial Shares”). As of the date hereof, the Company had offered and sold Initial Shares with an aggregate offering amount of approximately \$115 million pursuant to the Sales Agreement.

On December 23, 2022, the Company and Jefferies entered into Amendment No. 2 to the Sales Agreement (“Amendment No. 2” and, together with the Sales Agreement, the “Amended Sales Agreement”) to provide for an increase in the aggregate offering amount under the Sales Agreement such that the Company may offer and sell additional shares of Common Stock having an aggregate offering amount of up to \$175 million (the “Additional Shares” and, together with the “Initial Shares,” the “Shares”) under the Amended Sales Agreement. The terms and conditions of the Sales Agreement otherwise remain unchanged.

The Company is not obligated to sell any Shares under the Amended Sales Agreement. Subject to the terms and conditions of the Amended Sales Agreement, Jefferies will use commercially reasonable efforts, consistent with its normal trading and sales practices and applicable laws and regulations, to sell Shares from time to time based upon the Company’s instructions, including any price, time or size limits or other customary parameters or conditions the Company may specify, subject to certain limitations. Under the Amended Sales Agreement, Jefferies may sell Shares by any method permitted by law deemed to be an “at-the-market offering” as defined in Rule 415(a)(4) under the Securities Act of 1933, as amended.

The issuance and sale, if any, of Shares under the Amended Sales Agreement will be made pursuant to the Company’s Registration Statement on Form S-3 (File No. 333-255792), filed with the Securities and Exchange Commission (the “SEC”) on May 5, 2021. The offering of the Shares is described in the Company’s Prospectus dated May 5, 2021, as supplemented by a Prospectus dated May 5, 2021 and filed with the SEC on May 5, 2021, and a Prospectus Supplement dated December 23, 2022 and filed with the SEC on December 23, 2022. This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy any Shares under the Amended Sales Agreement nor shall there be any offer, solicitation or sale of such 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.

Cooley LLP, counsel to the Company, has issued a legal opinion relating to the validity of the Additional Shares. A copy of such legal opinion, including the consent included therein, is filed as Exhibit 5.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The foregoing description of the material terms of Amendment No. 2 is qualified in its entirety by reference to the full texts of (i) the Original Sales Agreement, a copy of which was filed as Exhibit 1.1 to the Company’s Quarterly Report on Form 10-Q filed with the SEC on August 5, 2020, (ii) Amendment No. 1, a copy of which was filed as Exhibit 1.3 to the Company’s Registration Statement on Form S-3 filed with the SEC on May 5, 2021, and (iii) Amendment No. 2, which is attached as Exhibit 1.1 to this Current Report on Form 8-K, each of which is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
1.1	Amendment No. 2 to Open Market Sale Agreement, dated December 23, 2022, 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: December 23, 2022

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

AMENDMENT NO. 2 TO
OPEN MARKET SALE AGREEMENT

December 23, 2022

This Amendment No. 2 (“**Amendment No. 2**”) 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 (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, the Company and the Agent wish to increase the aggregate offering amount under the Agreement;

WHEREAS, the Company plans to file a new prospectus supplement to reflect the increased aggregate offering amount;

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 preamble to the Agreement is hereby deleted in its entirety and replaced with the following:

Sangamo Therapeutics, Inc., a Delaware corporation (the “**Company**”), proposes, subject to the terms and conditions stated herein, to issue and sell from time to time through Jefferies LLC, as sales agent and/or principal (the “**Agent**”), shares of the Company’s common stock, par value \$0.01 per share (the “**Common Shares**”), having an aggregate offering price of up to \$325,000,000 on the terms set forth in this agreement (this “**Agreement**”).

2. The Company agrees to pay the reasonable and documented fees and disbursements of the Agent’s counsel in connection with this Amendment No. 2, in an aggregate amount not to exceed \$25,000.

3. The last sentence in Section 3(d) of the Agreement is hereby deleted in its entirety and replaced with the following:

The fees and disbursements of Agent’s counsel pursuant to subsections (vi) and (vii) above shall not exceed (A) \$50,000 in connection with the execution of this Agreement and the documents related to the first Issuance Notice and (B) \$15,000 in connection with each Triggering Event Date (as defined below) on which the Company is required to provide a certificate pursuant to Section 4(o).

4. Section 8(i) of the Agreement is supplemented and amended such that the Agreement, as amended by Amendment No. 1 and Amendment No. 2, 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.

5. This Amendment No. 2 shall be deemed effective on the date first set forth above.

6. 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. 2 and all of its provisions shall be deemed to be a part of the Agreement, as amended hereby.

7. This Amendment No. 2 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. 2 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. 2]

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

December 23, 2022

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 \$175.0 million (the "**Shares**") pursuant to the Registration Statement on Form S-3 (File No. 333-255792) (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 December 23, 2022 to be filed with the Commission pursuant to Rule 424(b) promulgated 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, and by Amendment No. 2 to Open Market Sale Agreement, dated December 23, 2022 (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 50.0 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 matter 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

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

