
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 3, 2007

SANGAMO BIOSCIENCES, INC.

(Exact name of registrant specified in its charter)

Delaware

(State or other jurisdiction of incorporation)

000-30171

(Commission File Number)

68-0359556

(I.R.S. Employer Identification No.)

501 Canal Blvd, Suite A100, Richmond, California

(Address of principal executive offices)

94804

(Zip Code)

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

(Former name and 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 (see General Instruction A.2. below):

- 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))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangement of Certain Officers.

On December 3, 2007, Sangamo BioSciences, Inc. (the “Company”) announced that H. Ward Wolff has been appointed as the Company’s Executive Vice President and Chief Financial Officer, effective December 3, 2007. Since June 2006, Mr. Wolff served as a member of the Company’s board of directors (the “Board”) and as chairman of the Audit Committee of the Board, and he resigned from these positions immediately prior his appointment. As the Executive Vice President and Chief Financial Officer, Mr. Wolff will be the Company’s principal financial officer. Gregory S. Zante will continue to hold the position of Vice President, Finance & Administration but effective December 3, 2007 is no longer the Company’s principal financial officer.

In June 2006, Mr. Wolff joined the Company as a member of the Board and was appointed to the Audit Committee as an “audit committee financial expert” as defined in applicable SEC rules. Prior to joining the Company, Mr. Wolff was Senior Vice President and Chief Financial Officer of Nuvelo, Inc. from July 2006 to August 2007 and Chief Financial Officer and Senior Vice President, Finance, of Abgenix, Inc. from September 2004 to April 2006. From July 2002 to December 2003, Mr. Wolff served as Chief Financial Officer of QuantumShift. From 1998 to January 2002, he was Senior Vice President and Chief Financial Officer of DoubleTwist, Inc. From 1992 to 1998, he was Senior Vice President of Finance and Administration and Chief Financial Officer of Premenos Technology Corporation. From 1985 to 1992, Mr. Wolff was an Executive Director of Russell Reynolds Associates, Inc. From 1974 to 1985, Mr. Wolff held numerous positions with Price Waterhouse, as a certified public accountant, including Senior Audit Manager. Mr. Wolff, age 59, received a B.A. in Economics from the University of California at Berkeley and an M.B.A. from Harvard Business School. He is also a member of the Board of Directors of Portola Pharmaceuticals, Inc.

Compensatory Arrangement with Mr. Wolff

On November 30, 2007, Mr. Wolff and the Company entered into an employment agreement (the “Employment Agreement”). Pursuant to the terms of the Employment Agreement, Mr. Wolff’s annual base salary is \$350,000, subject to adjustment by the Board from time to time, and he is eligible to receive a bonus of up to 40% of his base salary for his performance each calendar year beginning 2008. The bonus will be based upon the achievement of specific performance criteria to be established by the Board.

Mr. Wolff will receive an option to purchase 300,000 shares of the Company’s common stock and 100,000 restricted stock units, each under the Company’s 2004 Stock Incentive Plan. Mr. Wolff’s options will vest 25% after the completion of one year of service measured from December 3, 2007 and the remainder will vest in 36 equal monthly installments upon the completion of each month of service thereafter. Each restricted stock unit will entitle Mr. Wolff to receive one share of the Company’s common stock upon vesting. Mr. Wolff’s restricted stock units will vest on the same schedule as his options. Mr. Wolff is entitled to receive all rights and benefits for which he is eligible under the Company’s standard benefits and compensation plans. The Company has not previously awarded any restricted stock units and its standard form of restricted stock unit agreement is attached hereto as Exhibit 10.1.

If the Company terminates Mr. Wolff’s employment without cause or Mr. Wolff terminates his employment for good reason in either case within 12 months following a change in control and Mr. Wolff executes a general release of all claims in favor of the Company, Mr. Wolff will receive a severance payment equal to his annual base salary in effect on his termination date plus his target bonus for the year

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in which such termination occurs and continued health care coverage at the Company's expense for up to twelve months. Such severance payment will be paid in equal installments over a twelve month period following his termination date.

If the Company terminates Mr. Wolff's employment without cause or Mr. Wolff terminates his employment for good reason in the absence of a change in control or more than 12 months after a change in control and Mr. Wolff executes a general release of all claims in favor of the Company, Mr. Wolff will receive salary continuation payments for a twelve month period following his termination date at his rate of base salary in effect on his termination date and continued health care coverage at the Company's expense for up to twelve months.

In connection with Mr. Wolff's appointment as Executive Vice President and Chief Financial Officer, the Company has amended his existing stock options to purchase an aggregate of 60,000 shares so that the options continue to vest and remain outstanding during Mr. Wolff's continued service to the Company as an employee, non-employee Board member, consultant or independent advisor.

On December 3, 2007, the Company issued a press release announcing the appointment of Mr. Wolff as Executive Vice President and Chief Financial Officer, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by this reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following documents are filed as exhibits to this report:

10.1 Form of Restricted Stock Unit Agreement under the Company's 2004 Stock Incentive Plan.

99.1 Press Release dated December 3, 2007.

SIGNATURES

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

SANGAMO BIOSCIENCES, INC.

Date: December 3, 2007

By: /s/ Edward O. Lanphier
Name: Edward O. Lanphier
Title: Chief Executive Officer

SANGAMO BIOSCIENCES, INC.
RESTRICTED STOCK UNIT ISSUANCE AGREEMENT

RECITALS

A. The Board has adopted the Plan for the purpose of retaining the services of selected Employees, non-employee members of the Board (or the board of directors of any Parent or Subsidiary) and consultants and other independent advisors who provide services to the Corporation (or any Parent or Subsidiary).

B. Participant is to render valuable services to the Corporation (or a Subsidiary), and this Agreement is executed pursuant to, and is intended to carry out the purposes of, the Plan in connection with the Corporation's issuance of shares of Common Stock to the Participant under the Stock Issuance Program.

C. All capitalized terms in this Agreement shall have the meaning assigned to them in the attached Appendix A.

NOW, THEREFORE, it is hereby agreed as follows:

1. **Grant of Restricted Stock Units.** The Corporation hereby awards to the Participant, as of the Award Date, Restricted Stock Units under the Plan. Each Restricted Stock Unit represents the right to receive one share of Common Stock on the specified issuance date following the vesting of that unit. The number of shares of Common Stock subject to the awarded Restricted Stock Units, the applicable vesting schedule for those shares, the date on which those vested shares shall become issuable to Participant and the remaining terms and conditions governing the award (the "Award") shall be as set forth in this Agreement.

AWARD SUMMARY

Award Date: _____, 200__

Number of Shares Subject to Award: _____ shares of Common Stock (the "Shares")

Vesting Schedule: The Shares shall vest in a series of installments over the Participant's continued Service as follows:
(i) twenty-five percent (25%) of the Shares shall vest upon the Participant's completion of one (1) year of Service measured from the Award Date and (ii) the balance of the Shares shall vest in a series of thirty-six (36) successive equal monthly installments upon the Participant's completion of each additional month of Service over the thirty-six (36)-month period measured from the first anniversary of the Award Date. However, one or more Shares may be subject to accelerated vesting in accordance with the provisions of Paragraph 5 of this Agreement.

Issuance Schedule: Each Share in which the Participant vests in accordance with the foregoing Vesting Schedule shall be issued on the last business day of the calendar quarter in which that Share vests or as soon as practicable thereafter, but in no event later than the later of (i) the close of the calendar year in which that Share vests or (ii) the fifteenth (15th) day of the third (3rd) calendar month following such vesting date (the "Issue Date"). The issuance of the Shares shall be subject to the Corporation's collection of all applicable Withholding Taxes. The procedures pursuant to which the applicable Withholding Taxes are to be collected are set forth in Paragraph 7 of this Agreement.

2. **Limited Transferability.** Prior to the actual issuance of the Shares which vest hereunder, the Participant may not transfer any interest in the Award or the underlying Shares; **provided, however,** any Shares which vest hereunder but which otherwise remain unissued at the time of the Participant's death may be transferred pursuant to the provisions of the Participant's will or the laws of inheritance or to the Participant's designated beneficiary or beneficiaries of this Award. The Participant may also direct the Corporation to issue stock certificates for any Shares which in fact vest and become issuable hereunder to one or more designated Family Members or a trust established for the Participant and/or his or her Family Members. The Participant may make a beneficiary designation or certificate directive for this Award at any time by filing the appropriate form with the Plan Administrator or its designee.

3. **Cessation of Service.** Except as otherwise provided in Paragraph 5 below, should the Participant cease Service for any reason prior to vesting in one or more Shares subject to this Award, then the Award will be immediately cancelled with respect to those unvested Shares, and the number of Restricted Stock Units will be reduced accordingly. The Participant shall thereupon cease to have any right or entitlement to receive any Shares under those cancelled units.

4. **Stockholder Rights.** The holder of this Award shall not have any stockholder rights, including voting or dividend rights, with respect to the Shares subject to the Award until the Participant becomes the record holder of those Shares following their actual issuance upon the Corporation's collection of the applicable Withholding Taxes.

5. **Change in Control.**

(a) Any Restricted Stock Units subject to this Award at the time of a Change in Control may be assumed by the successor entity or otherwise continued in full force and effect. In the event of such assumption or continuation of the Award, no accelerated vesting of the Restricted Stock Units shall occur at the time of the Change in Control.

(b) In the event the Award is assumed or otherwise continued in effect, the Restricted Stock Units subject to the Award shall be adjusted immediately after the consummation of the Change in Control so as to apply to the number and class of securities into which the Shares subject to those units immediately prior to the Change in Control would have been converted in consummation of that Change in Control had those Shares actually been issued and outstanding at that time.

(c) If the Restricted Stock Units subject to this Award at the time of the Change in Control are not assumed or otherwise continued in effect in accordance with Paragraph 5(a), then those units will vest immediately upon the closing of the Change in Control. The Shares subject to those vested units will be issued immediately at that time or as soon as administratively practicable thereafter, but in no event more than fifteen (15) business days after such closing, or will otherwise be converted into the right to receive the same consideration per share of Common Stock payable to the other shareholders of the Corporation in consummation of the Change in Control and distributed at the same time as such stockholder payments, but the distribution to the Participant shall in no event be made later than the *later* of (i) the close of the calendar year in which the Change in Control is effected or (ii) the fifteenth (15th) day of the third (3rd) calendar month following the effective date of such Change in Control.

(d) This Agreement shall not in any way affect the right of the Corporation to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

6. **Adjustment in Shares.** Should any change be made to the outstanding Common Stock by reason of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the outstanding Common Stock as a class without the Corporation's receipt of consideration, then appropriate adjustments shall be made to the total number and/or class of securities issuable pursuant to this Award in such manner as the Plan Administrator deems appropriate in order to reflect such change and thereby prevent the dilution or enlargement of benefits hereunder.

7. **Collection of Withholding Taxes.**

(a) Upon the applicable Issue Date, the Corporation shall issue to or on behalf of the Participant a certificate (which may be in electronic form) for the applicable number of underlying shares of Common Stock, subject, however, to the Corporation's collection of the applicable Withholding Taxes.

(b) Until such time as the Corporation provides the Participant with written or electronic notice to the contrary, the Corporation shall collect the Withholding Taxes required to be withheld with respect to the issuance of the vested Shares hereunder through an automatic share withholding procedure pursuant to which the Corporation will withhold, at the time of such issuance, a portion of the Shares with a Fair Market Value (measured as of the issuance date) equal to the amount of those taxes (the "Share Withholding Method"); **provided, however**, that the amount of any Shares so withheld shall not exceed the amount necessary to satisfy the Corporation's required tax withholding obligations using the minimum statutory withholding rates for federal and state tax purposes that are applicable to supplemental taxable income. The Participant shall be notified in writing or electronically in the event such Share Withholding Method is no longer available.

(c) Should any Shares be distributed at a time that the Share Withholding Method is not available, then the Withholding Taxes required to be withheld with

respect to those Shares shall be collected from the Participant through either of the following alternatives:

- the Participant's delivery of his or her separate check payable to the Corporation in the amount of such taxes, or
- the use of the proceeds from a next-day sale of the Shares issued to the Participant, provided and only if (i) such a sale is permissible under the Corporation's trading policies governing the sale of Common Stock, (ii) the Participant makes an irrevocable commitment, on or before the Issue Date for those Shares, to effect such sale of the Shares and (iii) the transaction is not otherwise deemed to constitute a prohibited loan under Section 402 of the Sarbanes-Oxley Act of 2002.

(d) Notwithstanding the provisions of subparagraphs (a) and (b) of this Paragraph 7, the employee portion of the federal, state and local employment taxes required to be withheld by the Corporation in connection with the vesting of the Shares (the "Employment Taxes") shall in all events be collected from the Participant no later than the last business day of the calendar year in which the Shares vest hereunder. Accordingly, to the extent the Issue Date for one or more vested Shares is to occur in a year subsequent to the calendar year in which those Shares vest, the Participant shall, on or before the last business day of the calendar year in which the Shares vest, deliver to the Corporation a check payable to its order in the dollar amount equal to the Employment Taxes required to be withheld with respect to those Shares.

(e) Except as otherwise provided in Paragraph 5, the settlement of all Restricted Stock Units which vest under the Award shall be made solely in shares of Common Stock. In no event, however, shall any fractional shares be issued. Accordingly, the total number of shares of Common Stock to be issued pursuant to the Award shall, to the extent necessary, be rounded down to the next whole share in order to avoid the issuance of a fractional share.

8. **Compliance with Laws and Regulations.** The issuance of shares of Common Stock pursuant to the Award shall be subject to compliance by the Corporation and the Participant with all applicable requirements of law relating thereto and with all applicable regulations of any stock exchange on which the Common Stock may be listed for trading at the time of such issuance.

9. **Notices.** Any notice required to be given or delivered to the Corporation under the terms of this Agreement shall be in writing and addressed to the Corporation at its principal corporate offices. Except to the extent electronic notice is expressly authorized hereunder, any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address indicated below the Participant's signature line on this Agreement. All notices shall be deemed effective upon personal delivery (or electronic delivery to the extent authorized hereunder) or upon deposit in the U.S. mail, postage prepaid and properly addressed to the party to be notified.

10. **Successors and Assigns.** Except to the extent otherwise provided in this Agreement, the provisions of this Agreement shall inure to the benefit of, and be binding upon,

the Corporation and its successors and assigns and the Participant, the Participant's assigns, the legal representatives, heirs and legatees of the Participant's estate and any beneficiaries of the Award designated by the Participant.

11. **Construction.** This Agreement and the Award evidenced hereby are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan. All decisions of the Committee with respect to any question or issue arising under the Plan or this Agreement shall be conclusive and binding on all persons having an interest in the Award.

12. **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of California without resort to that State's conflict-of-laws rules.

13. **Employment at Will.** Nothing in this Agreement or in the Plan shall confer upon the Participant any right to continue in Service for any period of specific duration or interfere with or otherwise restrict in any way the rights of the Corporation (or any Parent or Subsidiary employing or retaining the Participant) or of the Participant, which rights are hereby expressly reserved by each, to terminate the Participant's Service at any time for any reason, with or without cause.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first indicated above.

SANGAMO BIOSCIENCES, INC.

By: _____

Title: _____

_____, **PARTICIPANT**

Signature: _____

Address: _____

APPENDIX A
DEFINITIONS

The following definitions shall be in effect under the Agreement:

A. **Agreement** shall mean this Restricted Stock Unit Issuance Agreement.

B. **Award** shall mean the award of Restricted Stock Units made to the Participant pursuant to the terms of this Agreement.

C. **Award Date** shall mean the date the Restricted Stock Units are awarded to Participant pursuant to the Agreement and shall be the date indicated in Paragraph 1 of the Agreement.

D. **Board** shall mean the Corporation's Board of Directors.

E. **Change in Control** shall mean a change in ownership or control of the Corporation effected through any of the following transactions:

(i) a merger, consolidation or other reorganization approved by the Corporation's stockholders, unless securities representing more than fifty percent (50%) of the total combined voting power of the voting securities of the successor corporation are immediately thereafter beneficially owned, directly or indirectly and in substantially the same proportion, by the persons who beneficially owned the Corporation's outstanding voting securities immediately prior to such transaction, or

(ii) a stockholder-approved sale, transfer or other disposition of all or substantially all of the Corporation's assets, or

(iii) the closing of any transaction or series of related transactions pursuant to which any person or any group of persons comprising a "group" within the meaning of Rule 13d-5(b)(1) of the 1934 Act (other than the Corporation or a person that, prior to such transaction or series of related transactions, directly or indirectly controls, is controlled by or is under common control with, the Corporation) becomes directly or indirectly the beneficial owner (within the meaning of Rule 13d-3 of the 1934 Act) of securities possessing (or convertible into or exercisable for securities possessing) more than fifty percent (50%) of the total combined voting power of the Corporation's securities (as measured in terms of the power to vote with respect to the election of Board members) outstanding immediately after the consummation of such transaction or series of related transactions, whether such transaction involves a direct issuance from the Corporation or the acquisition of outstanding securities held by one or more of the Corporation's existing stockholders.

F. **Code** shall mean the Internal Revenue Code of 1986, as amended.

G. **Corporation** shall mean Sangamo Biosciences, Inc., a Delaware corporation, and any successor corporate successor to all or substantially all of the assets or voting stock of Sangamo Biosciences, Inc. which shall by appropriate action adopt the Plan.

H. **Employee** shall mean an individual who is in the employ of the Corporation (or any Parent or Subsidiary), subject to the control and direction of the employer entity as to both the work to be performed and the manner and method of performance.

I. **Fair Market Value** per share of Common Stock on any relevant date shall be determined in accordance with the following provisions:

(i) If the Common Stock is at the time traded on the Nasdaq National Market, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question, as such price is reported by the National Association of Securities Dealers on the Nasdaq National Market and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

(ii) If the Common Stock is at the time listed on any Stock Exchange, then the Fair Market Value shall be the closing selling price per share of Common Stock on the date in question on the Stock Exchange determined by the Plan Administrator to be the primary market for the Common Stock, as such price is officially quoted in the composite tape of transactions on such exchange and published in The Wall Street Journal. If there is no closing selling price for the Common Stock on the date in question, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation exists.

J. **Family Member** shall mean any of the following members of the Participant's family; any child, stepchild, grandchild, grandparent, parent, stepparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

K. **1934 Act** shall mean the Securities Exchange Act of 1934, as amended from time to time.

L. **Parent** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations ending with the Corporation, provided each corporation in the unbroken chain (other than the Corporation) owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one or more of the other corporations in such chain.

M. **Participant** shall mean the person to whom the Award is made pursuant to the Agreement.

N. **Plan** shall mean the Corporation's 2004 Stock Incentive Plan.

O. **Plan Administrator** shall mean either the Board or a committee of the Board acting in its capacity as administrator of the Plan.

P. **Service** shall mean the Participant's performance of services for the Corporation (or any Parent or Subsidiary) in the capacity of an Employee, a non-employee member of the board of directors or a consultant or independent advisor. Service shall not be deemed to cease during a period of military leave, sick leave or other personal leave approved by the Corporation; provided, however, that except to the extent otherwise required by law or expressly authorized by the Plan Administrator or by the Corporation's written policy on leaves of absence, no Service credit shall be given for vesting purposes for any period the Participant is on a leave of absence.

Q. **Stock Exchange** shall mean either the American Stock Exchange or the New York Stock Exchange.

R. **Subsidiary** shall mean any corporation (other than the Corporation) in an unbroken chain of corporations beginning with the Corporation, provided each corporation (other than the last corporation) in the unbroken chain owns, at the time of the determination, stock possessing fifty percent (50%) or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

S. **Withholding Taxes** shall mean the federal, state and local income and employment taxes required to be withheld by the Corporation in connection with the vesting and concurrent issuance of the shares of Common Stock under the Award.



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**SANGAMO BIOSCIENCES APPOINTS H. WARD WOLFF AS EXECUTIVE VICE
PRESIDENT AND CHIEF FINANCIAL OFFICER**

Moves from Board of Directors to Senior Management Role

Richmond, Calif., December 3, 2007 —Sangamo BioSciences, Inc. (NASDAQ: SGMO) today announced the appointment of H. Ward Wolff as Executive Vice President and Chief Financial Officer (CFO) effective December 3, 2007. In this newly created position, Mr. Wolff will oversee the company's administrative, financial and business development activities and operations.

"Ward is one of the most experienced and highly regarded financial executives in the biotechnology industry," said Edward Lanphier, President and CEO of Sangamo. "His extensive experience developing and implementing successful financial, business development and capital market strategies as well as his thorough knowledge of Sangamo from his service on our Board of Directors will be invaluable to us as we move into our next phase of clinical and commercial development."

Mr. Wolff joins Sangamo from Nuvelo, Inc., where he served as Senior Vice President, Finance and Chief Financial Officer with responsibility for financial operations until its restructuring in August 2007. Prior to joining Nuvelo, he was CFO and Senior Vice President, Finance at Abgenix, Inc. until April 2006 when Abgenix merged with Amgen Inc. At Abgenix, he was responsible for finance, information technology and corporate communications/investor relations. Prior to joining Abgenix, Mr. Wolff held financial management positions in both public and private emerging growth companies, including serving as Senior Vice President and CFO of DoubleTwist, Inc., a life sciences company integrating genomic information and bioinformatics analysis tools. He began his career with Price Waterhouse, where he held a number of positions as a certified public accountant, including Senior Audit Manager. Mr. Wolff received an M.B.A. from Harvard Business School and a B.A. in Economics from the University of California, Berkeley. He is also a member of the Board of Directors of Portola Pharmaceuticals, Inc.

"I am delighted to become a member of Sangamo's management team," commented Mr. Wolff. "Since joining the Board of Directors in 2006, I have seen the company make impressive strides in clinical programs that advance its novel therapeutic product development platform as well as establish important partnerships with a diverse group of key industry collaborators. This is an exciting time for the company as it moves forward with multiple initiatives and I hope to contribute my experience to the collective efforts of all our employees who have brought us our successes to date."

In conjunction with Mr. Wolff joining Sangamo as an executive officer he has resigned his position on the Sangamo Board of Directors.

About Sangamo

Sangamo BioSciences, Inc. is focused on the research and development of novel DNA-binding proteins for therapeutic gene regulation and modification. The most advanced ZFP Therapeutic™ development program is currently in Phase 2 clinical trials for evaluation of safety and clinical effect in patients with diabetic neuropathy. Phase 1 clinical trials are ongoing to evaluate a ZFP Therapeutic for peripheral artery disease. Other therapeutic development programs are focused on Amyotrophic

Lateral Sclerosis (ALS), cancer and HIV/AIDS, neuropathic pain, nerve regeneration, Parkinson's disease and monogenic diseases. Sangamo's core competencies enable the engineering of a class of DNA-binding proteins known as zinc finger DNA-binding proteins (ZFPs). By engineering ZFPs that recognize a specific DNA sequence Sangamo has created ZFP transcription factors (ZFP TFTM) that can control gene expression and, consequently, cell function. Sangamo is also developing sequence-specific ZFP Nucleases (ZFNTM) for gene modification. Sangamo has established strategic partnerships with companies outside of the human therapeutic space including Dow AgroSciences, Sigma-Aldrich Corporation and several companies applying its ZFP Technology to enhance the production of protein pharmaceuticals. For more information about Sangamo, visit the company's web site at www.sangamo.com.

This press release may contain forward-looking statements based on Sangamo's current expectations. These forward-looking statements include, without limitation, references to the clinical trials of SB-509, research and development of novel ZFP TFs and ZFNs and therapeutic applications of Sangamo's ZFP technology platform. Actual results may differ materially from these forward-looking statements due to a number of factors, including uncertainties relating to the initiation and completion of stages of the SB-509 clinical trials, whether the SB-509 clinical trials will validate and support tolerability and efficacy of SB-509, technological challenges, Sangamo's ability to develop commercially viable products and technological developments by our competitors. See the company's SEC filings, and in particular, the risk factors described in the company's Annual Report on Form 10-K and its most recent Quarterly Reports on Form 10-Q. Sangamo BioSciences, Inc. assumes no obligation to update the forward-looking information contained in this press release.

Contact

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