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

Form 10-K

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2008

or

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number: 0-30171

SANGAMO BIOSCIENCES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**68-0359556**
(State or other jurisdiction of incorporation or organization)	***(I.R.S. Employer Identification No.)***
501 Canal Boulevard, Suite A100 Richmond, California	**94804**
(Address of principal executive offices)	***(Zip Code)***

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

None
(Former name, former address and former fiscal year, if changed since last report)

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

Title of Each Class	Name of Each Exchange on Which Registered
Common Stock, $0.01 par value per share	Nasdaq Global Market

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☑

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☑

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☑ Non-accelerated filer ☐ Smaller reporting company ☐
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☑

The aggregate market value of the voting stock held by non-affiliates of the registrant based upon the closing sale price of the common stock on June 30, 2008 (the last business day of the registrant's most recently completed second fiscal quarter), as reported on the Nasdaq Global Market was $365,661,037. For purposes of this calculation, directors and executive officers of the registrant have been deemed affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at February 1, 2009
Common Stock, $0.01 par value per share	41,066,389 shares

DOCUMENTS INCORPORATED BY REFERENCE

Document	Parts Into Which Incorporated
Proxy Statement for the 2009 Annual Meeting of Stockholders	Part III

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SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Some statements contained in this report are forward-looking with respect to our operations, research and development activities, operating results and financial condition. Statements that are forward-looking in nature should be read with caution because they involve risks and uncertainties, which are included, for example, in specific and general discussions about:

- our strategy;
- product development and commercialization of our products;
- clinical trials;
- revenues from existing and new collaborations;
- our research and development and other expenses;
- sufficiency of our cash resources;
- our operational and legal risks; and
- our plans, objectives, expectations and intentions and any other statements that are not historical facts.

Various terms and expressions similar to them are intended to identify these cautionary statements. These terms include: “anticipates,” “believes,” “continues,” “could,” “estimates,” “expects,” “intends,” “may,” “plans,” “seeks,” “should” and “will.” Actual results may differ materially from those expressed or implied in those statements. Factors that could cause these differences include, but are not limited to, those discussed under “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations.” Sangamo undertakes no obligation to publicly release any revisions to forward-looking statements to reflect events or circumstances arising after the date of this report. Readers are cautioned not to place undue reliance on the forward-looking statements, which speak only as of the date of this Annual Report on Form 10-K.

PART I

ITEM 1 – BUSINESS

Overview

We are the leader in the research, development and commercialization of zinc finger DNA-binding proteins (ZFPs), a naturally occurring class of proteins, and have used our knowledge and expertise to develop a proprietary technology platform. ZFPs can be engineered (see Fig. 1) to make ZFP transcription factors (ZFP TFs™), proteins that can be used to turn genes on or off, and ZFP nucleases (ZFNs™), proteins that enable us to modify DNA sequences in a variety of ways. As ZFPs act at the DNA level, they have broad potential applications in several areas including human therapeutics, plant agriculture, research reagents and cell-line engineering.

The main focus for our company is the development of novel human therapeutics and we are building a pipeline of ZFP Therapeutics™. Our lead ZFP Therapeutic, SB-509, a plasmid formulation of a ZFP TF activator of the vascular endothelial growth factor-A (VEGF-A) gene, is under evaluation in three Phase 2 clinical trials for the treatment of diabetic neuropathy (DN) and one Phase 2 trial for amyotrophic lateral sclerosis (ALS). We expect to have additional data from our Phase 2 trials in DN in 2009 and to complete enrollment and treatment in our Phase 2 study for ALS in 2009.

In 2008 we filed an Investigational New Drug (IND) application with the Food and Drug Administration (“FDA”) and have initiated a Phase 1 clinical trial to evaluate SB-728-T for the treatment of HIV/AIDS. SB-728-T represents the first therapeutic application of our ZFN technology. In 2009 we also expect to file an IND application for a Phase 1 trial to evaluate a ZFN-based therapeutic for the treatment of glioblastoma multiforme, a type of brain cancer.

We have preclinical development programs of ZFP Therapeutics in spinal cord injury, stroke, traumatic brain injury, neuropathic pain, and Parkinson’s disease. We have additional research-stage programs in X-linked severe combined immunodeficiency (X-linked SCID), hemophilia and hemoglobinopathies.

We believe the potential commercial applications of ZFPs are broad-based and we have capitalized on our ZFP platform by facilitating the sale or licensing of ZFP TFs or ZFNs to companies working in fields outside human therapeutics.

- We have a license agreement with Dow AgroSciences, LLC (“DAS”), a wholly owned indirect subsidiary of Dow Chemical Corporation. Under the agreement, Sangamo is providing DAS with access to Sangamo’s ZFP technology and the exclusive right to use it to modify the genomes or alter the nucleic acid or protein expression of plant cells, plants, or plant cell cultures. DAS plans to market ZFP-derived plant products under the trademark EXZACT™ Precision Technology. We have retained rights to use plants or plant-derived products to deliver ZFP TFs or ZFNs into human or animals for diagnostic, therapeutic, or prophylactic purposes.
- We have a license agreement with the research reagent company Sigma-Aldrich Corporation (“Sigma”). Sigma has the exclusive right to develop and market high value laboratory research reagents based upon Sangamo’s ZFP technology. Sigma is marketing ZFN-derived gene editing tools under the trademark CompoZr™.
- We also have license agreements with life sciences companies including Pfizer Inc, (“Pfizer”), Genentech Inc. (“Genentech”), Medarex, Inc., and research agreements with Amgen Inc., Novo Nordisk Inc., Novartis A/G, and Kirin Brewery Company. Under these agreements, we are providing access to Sangamo’s proprietary ZFP technology to generate cell lines with novel characteristics for protein pharmaceutical production.

We have a substantial intellectual property position in the design, selection, composition, and use of engineered ZFPs to support all of these commercial activities. As of February 6, 2009, we either own outright or

have exclusively licensed the commercial rights to approximately 243 patents issued in the United States and foreign national jurisdictions, and we have 244 patent applications owned and licensed pending worldwide. We continue to license and file new patent applications that strengthen our core and accessory patent portfolio. We believe that our proprietary position will protect our ability to research, develop, and commercialize products and services based on ZFP technology across our chosen applications.

DNA, Genes, and Transcription Factors

DNA is present in all cells except mature red blood cells, and encodes the inherited characteristics of all living organisms. A cell's DNA is organized in chromosomes as thousands of individual units called genes. Genes encode proteins, which are assembled through the process of transcription—whereby DNA is transcribed into ribonucleic acid (RNA)—and, subsequently, translation—whereby RNA is translated into protein. DNA, RNA, and proteins comprise many of the targets for pharmaceutical drug discovery and therapeutic intervention at the molecular level.

The human body is composed of specialized cells that perform different functions and are thus organized into tissues and organs. All somatic cells in an individual's body contain the same set of genes. However, only a fraction of these genes are turned on, or expressed, in an individual human cell at any given time. Genes are regulated, i.e. turned on or turned off, in response to a wide variety of stimuli and developmental signals. Distinct sets of genes are expressed in different cell types. It is this pattern of gene expression that determines the structure, biological function, and health of all cells, tissues, and organisms. The aberrant expression of certain genes can lead to disease.

Transcription factors are proteins that bind to DNA and regulate gene expression. A transcription factor recognizes and binds to a specific DNA sequence within or near a particular gene and causes expression of that gene to be "turned on" (activated) or "turned off" (repressed). In higher organisms, transcription factors typically comprise two principal domains: the first is a DNA-binding domain, which recognizes a target DNA sequence and thereby directs the transcription factor to the proper chromosomal location; the second is a functional domain that causes the target gene to be activated or repressed (see Figure 1).

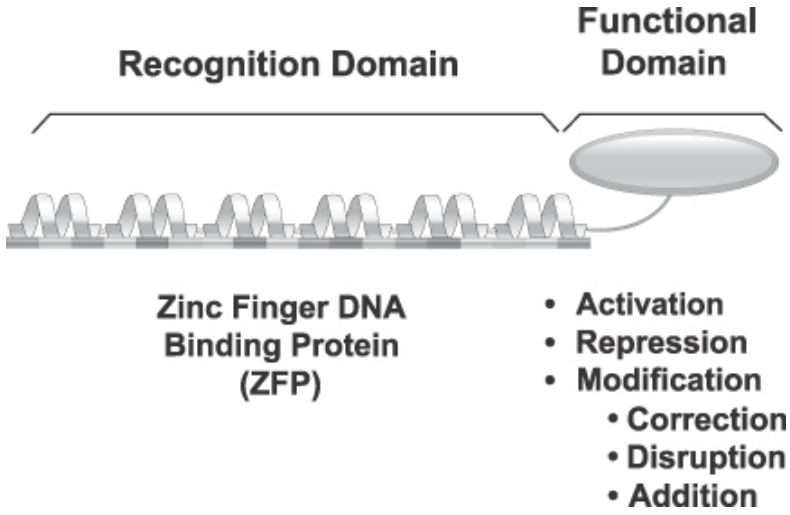


Figure 1

The Two Domain Structure of a ZFP Therapeutic

Engineered Zinc Finger Protein Transcription Factors (ZFP TFs) for Gene Regulation and Engineered ZFP Nucleases (ZFNs) for Gene Modification

Zinc finger DNA-binding proteins or ZFPs are the largest class of naturally occurring transcription factors in organisms from yeast to man. Consistent with the two-domain structure of natural ZFP transcription factors, we take a modular approach to the design of the proteins that we engineer. The ZFP portion, the DNA-recognition domain, is typically composed of three or more zinc fingers. Each individual finger recognizes and binds to a three base pair sequence of DNA and multiple fingers can be linked together to recognize longer stretches of DNA, thereby improving specificity. By modifying the amino acids of a ZFP that directly interact with DNA, we can engineer novel ZFPs capable of recognizing pre-selected DNA sequences within, or near, virtually any gene.

We use the engineered ZFP DNA-binding domain linked to a functional domain. The ZFP DNA-binding domain brings the functional domain into the proximity of the gene of interest. Thus, Sangamo's scientists can create a ZFP TF which is capable of controlling or regulating a target gene in the desired manner. For instance, attaching an activation domain to a ZFP will cause a target gene to be "turned on." Alternatively, a repression domain causes the gene to be "turned off." Our lead ZFP Therapeutic SB-509 is designed to turn a gene on. SB-509 is a ZFP TF activator of the VEGF-A gene. VEGF-A has been shown to have angiogenic properties, i.e. to promote the growth of blood vessels, and to have a protective and regenerative effect on nerve tissue. We are testing this ZFP TF in Phase 2 clinical trials in subjects with DN and ALS, and we have preclinical programs in stroke, spinal cord injury and traumatic brain injury. We are also developing ZFP TFs that turn gene expression off. We have programs in neuropathic pain focused on the repression of pain receptors, Trk-A and PN3, and these ZFP TFs are in preclinical testing.

Our engineered ZFPs can also be attached to the cleavage domain of a restriction endonuclease, an enzyme that cuts DNA, creating a zinc finger nuclease or ZFN. The ZFN is able to recognize its intended gene target through its engineered ZFP DNA-binding domain (Figure 1). When a pair of ZFNs is bound to the DNA in the correct orientation and spacing, the DNA sequence is cut between the ZFP binding sites. DNA binding by both ZFNs is necessary for cleavage. This break in the DNA triggers a natural process of DNA repair in the cell. The repair process can be harnessed to achieve one of several outcomes that may be therapeutically useful. If cells are simply treated with ZFNs alone the repair process frequently results in joining together of the two ends of the broken DNA and the consequent loss of a small amount of genetic material that results in disruption of the original DNA sequence. This can result in the generation of a shortened or non-functional protein, i.e. gene disruption. We believe that ZFN-mediated gene modification may be used to disrupt a gene that is involved in disease pathology such as disruption of the CCR5 gene to treat HIV infection or the disruption of the glucocorticoid receptor gene to make engineered "killer" T-cells resistant to glucocorticoids as in our glioblastoma program. In contrast, if cells are treated with ZFNs in the presence of an additional "donor" DNA sequence that encodes the correct gene sequence, the cell can use the donor as a template to correct the cell's gene as it repairs the break resulting in ZFN-mediated gene correction. ZFN-mediated gene correction enables a corrected gene to be expressed in its natural chromosomal context and may provide a novel approach for the precise repair of DNA sequence mutations responsible for monogenic diseases such as sickle cell anemia and X-linked severe combined immunodeficiency (X-linked SCID). In addition, by making the donor sequence a gene-sized segment of DNA, a new copy of a gene can also be added into the genome at a specific location. The ability to place a gene-sized segment of DNA specifically into a pre-determined location in the genome eliminates the insertional mutagenesis concerns associated with traditional gene replacement approaches.

To date, we have designed, engineered, and assembled several thousand ZFPs and have tested many of these proteins for their affinity, or tightness of binding to their DNA target as well as their specificity, or preference for their intended DNA target. We have developed methods for the design, selection, and assembly of ZFPs capable of binding to a wide spectrum of DNA sequences and genes. We have linked ZFPs to numerous functional domains to create gene-specific ZFP TFs and have demonstrated the ability of these ZFP TFs to regulate hundreds of genes in dozens of different cell types and directly in whole organisms, including mice, rats, rabbits,

pigs, fruit flies, worms, zebrafish and yeast, and in plant species including canola and maize. Sangamo scientists and collaborators have published data in peer-reviewed scientific journals on the transcriptional function of ZFP TFs, successful gene modification using ZFNs and the resulting changes in the behavior of the target cell, tissue, or organism. We have also administered plasmid encoding our VEGF-A activating transcription factor to humans as part of our clinical trials. We are currently evaluating the efficacy of both ZFP TFs and ZFNs in man.

ZFP Therapeutics Provide the Opportunity to Develop a New Class of Human Therapeutics

With our ability to deliver gene-specific ZFP TFs for the activation or repression of genes and ZFNs for the correction, disruption or addition of target genes and DNA sequences, we are focused on developing a new class of highly differentiated human therapeutics and believe that as more genes are validated as high-value therapeutic targets, the clinical breadth and scope of our ZFP Therapeutic applications may be substantial.

We believe that ZFP Therapeutics provide a unique and proprietary approach to drug design and may have competitive advantages over small-molecule drugs, protein pharmaceuticals and RNA-based approaches.

For example, ZFP Therapeutics can:

- **Potentially be used to treat a broad range of diseases.** ZFP Therapeutics act at the DNA level to regulate or modify gene expression. We believe that we can generate ZFPs to recognize virtually any gene target allowing direct modulation of the gene and enabling a potentially broad applicability.
- **Target “non-druggable” targets.** ZFP TFs and ZFNs act through a mechanism that is unique among biological drugs: direct regulation or modification of the disease-related or therapeutic gene as opposed to the RNA or protein target encoded by that gene. Following the genomics revolution of the 1990s, the sequencing and publication of the human genome, and the industrialization of genomics-based drug discovery, pharmaceutical and biotechnology companies have validated and characterized many new drug targets. Many of these targets have a clear role in disease processes but cannot be bound or modulated for therapeutic purposes by small molecules. Alternative therapeutic approaches may be required to modulate the biological activity of these so-called “non-druggable” targets. This may create a significant clinical and commercial opportunity for the therapeutic regulation or modification of disease-associated genes using engineered ZFP TFs or ZFNs. Thus, a target which may be intractable to treatment using a small molecule or monoclonal antibody can be turned on, turned off or modified at the DNA level using ZFP technology.
- **Provide novel activities such as activation of gene expression and gene modification to address drug targets.** Engineered ZFP TFs enable not just the repression of a therapeutically relevant gene but its activation, and ZFNs enable the disruption, correction or targeted addition of a gene sequence. This gives the technology a degree of flexibility not seen in other drug platforms. Activation of gene expression and direct modification of genes are not functions that can be achieved using antisense RNA, or siRNA, which act by interfering with the expression of cellular RNA, or conventional small molecules, antibodies, or other protein pharmaceuticals that primarily act to “block” or antagonize the action of a protein.
- **Provide high specificity and selectivity for targets.** ZFP Therapeutics can be designed to act with high specificity and we have published such data (*Proc. Natl. Acad. Sci (2003) vol:100, p11997-12002*). In addition, there are generally only two targets per cell for a ZFP Therapeutic which means that ZFP TFs and ZFNs need to be available in the cell in very low concentrations. In contrast, drugs that act on protein and RNA targets that are naturally present in higher cellular concentrations need to be administered in higher concentrations. Many small molecule and RNA-based approaches either affect multiple targets demonstrating so-called “off-target effects” or are toxic in the concentrations required to be therapeutically effective.
- **Be used transiently to obtain a permanent therapeutic effect.** Permanent gene disruption, correction or addition requires only brief cellular expression of ZFNs.

THERAPEUTIC PRODUCT DEVELOPMENT

ZFP Therapeutic Product Development Programs

Our lead therapeutic development programs are based on the development of a ZFP TF that has been engineered to activate a patient's own vascular endothelial growth factor-A (VEGF-A) gene. VEGF-A has been demonstrated to have both angiogenic and direct neuroproliferative, neuroregenerative and neuroprotective properties. The VEGF-A gene encodes multiple forms (isoforms) of the VEGF-A protein which exhibit slightly different properties and bind to different VEGF-A receptors. It is believed that all of these isoforms are required to be present in specific ratios to achieve a full biological effect. We believe that this differentiates Sangamo's approach. We are developing formulations of this VEGF-activating ZFP TF, also called SB-509, for the following conditions: diabetic neuropathy and ALS (see Table 1) and are evaluating the ZFP Therapeutic in several ongoing clinical trials. We are also evaluating the VEGF ZFP TF in preclinical animal studies in spinal cord injury, traumatic brain injury and stroke.

Product Candidate	Targeted Indication	Stage of Development	Protocol	Milestones
SB-509	Diabetic Neuropathy: mild to moderate	Phase 1	SB-509-401	Completed.
	Diabetic Neuropathy: mild to moderate	Phase 2	SB-509-601	Subject enrollment complete. No differences between SB-509 and placebo treated subjects were observed in the top line data. Further analysis ongoing, data in 2009.
	Diabetic Neuropathy: moderate to severe	Phase 2	SB-509-701A and B	Enrollment of first treatment group completed (Part A). Trial expanded to include second treatment group (Part B). Expect to present data from Part A and complete enrollment of Part B in 2009.
	Stem cell mobilization: mild to moderate DN	Phase 2	SB-509-703	Enrollment completed. Expect to present data in 2009.
	Amyotrophic Lateral Sclerosis	Phase 2	SB-509-801	Study initiated in 2008. Expect to complete enrollment and treatment in 2009.

Table 1: Summary of current clinical programs evaluating Sangamo's ZFP TF activator of VEGF-A, SB-509.

Diabetic Neuropathy (DN)

Market Opportunity

Diabetic peripheral sensory and motor neuropathy is one of the most frequent complications of diabetes. Symptoms include numbness, tingling sensations and pain particularly in the toes or feet which may evolve into loss of sensation and motor function as nerve damage progresses. Ulcers and sores may appear on numb areas of the foot or leg because pressure or injury goes unnoticed. Despite adequate treatment, these areas of trauma frequently become infected and this infection may spread to the bone, necessitating amputation of the leg or foot. The rate of amputation for people with diabetes is ten times higher than that for non-diabetics and more than 60%

of non-traumatic lower-limb amputations in the United States occur among people with diabetes. In 2004, this translated to approximately 71,000 non-traumatic lower limb amputations. Diabetes is a growing problem. The Centers for Disease Control estimates that from 1980 through 2007, the number of Americans with diabetes increased from 5.6 million to 23.6 million and of those about 60 percent to 70 percent have mild to severe forms of neuropathy.

Current Treatments

Apart from rigorous control of blood glucose, the only therapies approved by the FDA for the treatment of DN are analgesics and antidepressants such as Lyrica® (pregabalin) and Cymbalta® (duloxetine hydrochloride) that address the symptoms of pain but do not retard or reverse the progression of the disease.

Sangamo's Therapeutic Approach

Sangamo is developing SB-509, an injectable formulation of plasmid DNA that encodes a ZFP TF, designed to up-regulate the patient's own VEGF-A gene in an effort to address the underlying nerve damage caused by DN. Human clinical studies have demonstrated that VEGF expression is reduced in diabetic patients with neuropathy and that the more severe the symptoms the greater the reduction in VEGF-A expression (*Diabetes Care (2008) Vol: 31 p140-145*). We have completed preclinical studies of VEGF-A activation using our ZFP Therapeutic, SB-509, in animal models of DN and demonstrated that single and repeat intramuscular injections of SB-509 in rats with diabetes resulted in protection of nerve function in the treated limb as measured by sensory and motor nerve conduction velocities (*Diabetes (2006) Vol:55 p1847-1854*).

In January 2005, we filed an IND application with the FDA for SB-509 for the treatment of mild to moderate diabetic neuropathy. We completed enrollment and treatment of a Phase 1a, single blind, dose-escalation trial to measure the laboratory and clinical safety of SB-509 in human subjects and extended this study to a larger Phase 1b study (SB-509-401). Data from our Phase 1 trial demonstrated that a single treatment of SB-509 was well-tolerated and that no drug-related severe adverse events (SAEs) were observed. Moreover, data from the Phase 1b clinical trial presented at the American Diabetes Association Meeting in June 2008 demonstrate improvements in measures of nerve health. We observed a statistically significant improvement in quantitative sensory testing and nerve examination (NIS-LL) and clinically relevant trends toward improvement in nerve conduction velocity measurements in subjects with mild to moderate diabetic neuropathy over a six month period after a single administration of SB-509.

We initiated a double-blind, placebo-controlled, repeat-dosing multi-center Phase 2 clinical trial of SB-509 (SB-509-601) in November 2006 having entered into an agreement with Juvenile Diabetes Research Foundation International (JDRF) in October 2006 to provide up to $3.0 million in funding to support this trial. We completed enrollment of subjects into this trial in December 2007 and in November 2008 presented top-line data from this study. The data demonstrate that repeat administration of the drug is well tolerated in subjects with mild to moderate DN. However, no significant differences were observed between the SB-509 and placebo treated subjects in a number of measures of nerve function and health at the primary analysis point, day 180 post-treatment. We are continuing to analyze these data and expect to present a more complete data set at a suitable medical or scientific meeting in 2009.

In April 2007, we initiated a second repeat-dosing placebo-controlled Phase 2 clinical study (SB-509-701) to evaluate SB-509 in subjects with moderate to severe DN. In June 2008 we expanded this trial to include an additional cohort of subjects (group B) treated with a different dosing schedule. We presented an interim analysis of data from the first group (A) in October 2008. The data demonstrated that the drug was well tolerated in a repeat dosing setting in this population and among subjects who entered the trial with blocked sural nerves, we observed preferential recovery of NCV in SB-509-treated subjects compared with the placebo-treated group during 180 days post treatment in subjects who entered the trial with blocked sural nerves. We expect to have further data from this single-blind trial in 2009.

In preclinical and clinical studies we have observed a mobilization of so-called “Aldehyde dehydrogenase (ALDH)-bright cells” into the bloodstream after treatment with SB-509. ALDH-bright cells can be identified by their ability to be stained with a substrate of aldehyde dehydrogenase, an enzyme that is highly expressed in stem cells. ALDH-bright cell populations of human bone marrow have been shown to be highly enriched in cell types thought to mediate tissue repair, including endothelial, mesenchymal, neural and hematopoietic progenitor cells. Stem cells are of interest as potential therapeutic agents as they can be induced to become cells with a special function in the body such as nerves and blood vessels and can potentially migrate from the blood circulation into areas of injury or degeneration to participate in the body’s repair response. This observation may also serve as a pharmacodynamic surrogate biomarker enabling a physician to easily monitor progress of our therapy for DN after SB-509 administration. In January 2008, we initiated a single-blind, placebo-controlled, Phase 2 clinical trial (SB-509-703) in subjects with mild to moderate DN designed to evaluate the pharmacokinetics of stem cell mobilization into the bloodstream after treatment with varying doses of SB-509 as well as the clinical safety and clinical effects of SB-509 administration. We have completed enrollment of this trial and expect to have data in 2009.

Amyotrophic Lateral Sclerosis (ALS)

Market Opportunity

ALS, commonly referred to as “Lou Gehrig’s disease,” is a progressive neurodegenerative disease that affects nerve cells in the brain and the spinal cord and is generally fatal. The progressive degeneration of the motor neurons in ALS is the primary reason that the disease is fatal. When the motor neurons die, the ability of the brain to initiate and control muscle movement is lost. Muscle weakness is a hallmark initial sign in ALS, occurring in approximately 60% of patients. The hands and feet may be affected first, causing difficulty in lifting, walking or using the hands. As the weakening and paralysis continue to spread to the muscles of the trunk, the disease eventually affects speech, swallowing, chewing and breathing. When the breathing muscles become affected, ultimately, patients need permanent ventilatory support in order to survive. More than 5,600 Americans are diagnosed with ALS each year. Approximately 35,000 people at any given time are living with ALS in the United States.

Current Treatments

There are no drugs available to cure ALS. The FDA has approved a single medication, Rilutek© (Riluzole) which modestly increases lifespan in ALS patients.

Sangamo’s Therapeutic Approach

There are both animal and clinical data suggesting that a defect or deficiency in VEGF expression plays a role in ALS. We plan to evaluate whether a regional muscle or systemic effect of SB-509 delivery will result in a therapeutic effect in ALS. In September 2008 we initiated a Phase 2 clinical trial (SB-509-801) to evaluate SB-509 in subjects with ALS. We expect to complete enrollment of this study in 2009.

Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS)

Market Opportunity

HIV infection results in the death of immune system cells and thus leads to AIDS, a condition in which the body’s immune system is depleted to such a degree that the patient is unable to fight off common infections. Ultimately, these patients succumb to opportunistic infections or cancers. According to UNAIDS/WHO, over 2.7 million people were newly infected with HIV in 2007. An estimated 2.0 million people died of AIDS in the same year. There are now over 33 million people living with HIV and AIDS worldwide. The CDC estimates that, in the United States alone, there were 1.2 million people living with HIV/AIDS, approximately 54,000 new infections and 23,000 deaths in 2007.

Current Treatments

Currently, there are 30 antiretroviral drugs approved by the FDA to treat people infected with HIV. These drugs fall into four major classes: reverse transcriptase (RT) inhibitors, protease inhibitors, integrase inhibitors and entry and fusion inhibitors. This latter class also includes a small molecule antagonist of the CCR5 receptor, Selzentry® (maraviroc). This drug is being used in combination with other antiretroviral agents for treatment-experienced adult patients infected with CCR5-tropic HIV-1 strains that are resistant to multiple antiretroviral agents. There are no study results demonstrating the effect of Selzentry on clinical progression of HIV-1 and the drug carries a black box warning of liver toxicity.

As HIV reproduces itself, variants of the virus emerge, including some that are resistant to antiretroviral drugs. Therefore, doctors recommend that people infected with HIV take a combination of antiretroviral drugs known as highly active antiretroviral therapy, or HAART. This strategy typically combines drugs from at least two different classes of antiretroviral drugs. Currently available drugs do not cure HIV infection or AIDS. They can suppress the virus, even to undetectable levels, but they cannot eliminate HIV from the body. Hence, people with HIV need to continuously take antiretroviral drugs which can have significant side effects over time.

Sangamo's Therapeutic Approach

CCR5 is a co-receptor for HIV entry into T-cells and, if CCR5 is not expressed on their surface, HIV is less efficient at infecting these cells. A population of individuals that is immune to HIV infection, despite multiple exposures to the virus, has been identified and extensively studied. The majority of these individuals have a natural mutation, CCR5delta32, resulting in the expression of a shortened, or truncated, and non-functional CCR5 protein. This mutation appears to have no observable deleterious effect. We are using our ZFN-mediated gene disruption technology to disrupt the CCR5 gene in cells of a patient's immune system to make these cells permanently resistant to HIV infection. The aim is to provide a population of HIV-resistant cells that can fight HIV and opportunistic infections mimicking the situation in individuals that carry the natural mutation. In December 2008, in collaboration with scientists at the University of Pennsylvania, we filed an IND application for a Phase 1 trial of our CCR5 ZFP Therapeutic, SB-728-T. This trial began enrolling subjects in February 2009, at the University of Pennsylvania. We also have a research stage program to investigate this approach in hematopoietic stem cells and as an *in-vivo* application.

ZFP Therapeutic Pre-clinical Stage Programs

In addition to our ongoing Phase 2 clinical trials in DN and stem cell mobilization, ALS and our Phase 1 study in HIV/AIDS, we currently have a pre-IND program and multiple preclinical-stage programs (i.e., lead ZFP TF molecules in animal efficacy studies).

Glioblastoma Multiforme

Gliomas are the most common type of primary brain cancers; 20,000 cases are diagnosed and 14,000 glioma-related deaths occur annually in the United States. Glioblastoma multiforme (GM), the most common type of glioma, is rapidly progressive and nearly universally lethal. Currently, malignant glioma is managed through surgery and radiation which often exacerbates the already severe symptoms caused by the location of the tumor. With modern surgical and radiotherapeutic techniques the mean duration of survival has increased to 82 weeks, although 5-year survival rates have only increased from 3 to 6%. Resections of 90% of bulky tumors are usually attempted provided that vital functional anatomy is spared. Chemotherapy, resection and radiation provide only marginal survival advantage to patients. Approximately 80% of recurrent tumors arise from remnants of the original incompletely resected tumor. The median survival of recurrent glioblastoma multiforme patients treated with a second resection is 36 weeks.

In collaboration with clinicians at City of Hope ("COH") we are developing a ZFP Therapeutic that uses our ZFN technology to disrupt the expression of the gene encoding the glucocorticoid receptor. Our collaborators

have developed an engineered protein known as an IL-13 “zetakine” that, when expressed in cytotoxic or “killer” T-cells, enables them to seek out and destroy glioblastoma cells in the brain. In an investigator-sponsored IND, patients have been treated with zetakine-modified T-cells which have shown significant anti-tumor activity. In the current clinical protocol, T-cells are removed from a patient with GM and modified to express the zetakine. These modified cells are infused into the brain following surgery for the targeted elimination of residual tumor cells. Frequently, however, a glucocorticoid such as Decadron® must be administered to patients post-surgery to control brain swelling. Glucocorticoids inactivate or kill the therapeutic T-cells through a protein known as the glucocorticoid receptor (GR). Cells without a functional GR are drug-resistant and are therefore available to destroy tumor cells. Our goal is to generate zetakine positive, GR-negative T-cells thus enabling the full treatment effect to occur even in the presence of Decadron. In December 2006, we entered into a broad, exclusive license agreement with the COH for use of the zetakine with our technology. Sangamo retains commercialization rights and COH receives success-based milestone and downstream payments. We anticipate filing an IND application for a Phase 1 clinical trial of this therapeutic in 2009.

Neuropathic Pain (Cancer Pain)

Neuropathic pain comprises a set of chronic pain disorders that cannot be connected to a physical trauma, as is the case with acute pain. There are several million patients with neuropathic pain in the United States including late-stage cancer patients. Studies have shown that 90% of patients with advanced cancer experience severe pain, and that pain occurs in 30% of all cancer patients regardless of the stage of the disease. Pain usually increases in intensity as cancer progresses. The most common cancer pain is from tumors that metastasize to the bone. 60-80% of cancer patients with bone metastases experience severe pain. The second most common cancer pain is caused by tumors infiltrating nerves. Tumors near neural structures may cause the most severe pain. The few drugs currently being used to treat pain in these patients show marginal efficacy and can have very significant side effects. Chronic pain is a major and underserved market opportunity and is now an area of intense focus by pharmaceutical researchers owing to the discovery of several new pain-related pathways and drug targets. Recent studies have shown that in chronic pain, certain proteins in nerve cell membranes are up-regulated or over-expressed. Our scientists have identified ZFP TF candidates that repress the expression of two of these pain targets, Trk-A and PN3, in cell-based models. Trk-A and PN3 fall into the class of “non-druggable” targets. We have incorporated these ZFP TFs into gene transfer vectors and have demonstrated a statistically significant reduction of pain in an animal model of bone cancer pain after treatment with Sangamo’s ZFP TF repressor of Trk-A. Further animal studies are ongoing.

Nerve Regeneration—Spinal Cord Injury (SCI) and Traumatic Brain Injury (TBI)

Nerves are fragile and can be damaged by disease, pressure, stretching, or cutting. While recent advances in emergency care and rehabilitation allow many patients suffering from a nerve injury or neurodegenerative disease to survive for longer periods and live with their condition, there are currently no therapeutic options for restoring nerve function. The spectrum of direct nerve injuries ranges from “pinched” nerves, e.g. sciatica, to outright spinal cord severance. Spinal Cord Injury (SCI) encompasses damage to the spinal cord that results in a loss of function such as mobility or feeling. The National Spinal Cord Injury Statistical Center (NSCISC) estimates that there are approximately 11,000 new cases each year primarily in young adults. The spinal cord does not have to be severed in order for a loss of function to occur. In fact, in most people with SCI, the spinal cord is intact, but the damage to it results in loss of function. Evidence from preclinical and clinical studies using VEGF-A suggests that the targeted up-regulation of VEGF-A may be a viable approach to the treatment of degenerative nerve disease, crush injuries, SCI and traumatic brain injury. In collaboration with several academic labs, we are evaluating our ZFP TF activator of the VEGF-A gene in pre-clinical animal efficacy models of SCI. We have presented data that demonstrates a statistically significant effect on both recovery of hind-limb function and spinal cord tissue preservation following treatment at the time of injury with our ZFP TF activator of VEGF-A in a severe model of SCI. Further studies in SCI to investigate dosing and timing of dose as well as animal studies in traumatic brain injury are ongoing.

Parkinson's Disease (PD)

Parkinson's disease is a chronic, progressive disorder of the central nervous system and results from the loss of cells in a section of the brain called the substantia nigra. These cells produce dopamine, a chemical messenger responsible for transmitting signals within the brain. Loss of dopamine causes critical nerve cells in the brain, or neurons, to fire out of control, leaving patients unable to direct or control their movement in a normal manner. The symptoms of Parkinson's may include tremors, difficulty maintaining balance and gait; rigidity or stiffness of the limbs and trunk; and general slowness of movement (also called bradykinesia). Patients may also eventually have difficulty walking, talking, or completing other simple tasks. Symptoms often appear gradually yet with increasing severity and the progression of the disease may vary widely from patient to patient. There is no cure for Parkinson's disease. Drugs have been developed that can help patients manage many of the symptoms; however they do not prevent disease progression. In January 2007, we were awarded a grant of $950,000 by The Michael J. Fox Foundation for Parkinson's Research (MJFF) to support the development of a ZFP TF activator of glial cell line-derived neurotrophic factor (GDNF) to treat PD. In collaboration with scientists at the University of California, San Francisco (UCSF), we are evaluating ZFP TFs that activate the glial cell line-derived neurotrophic factor (GDNF*)* gene in pre-clinical animal efficacy models of Parkinson's Disease.

Stroke

A stroke occurs when a blood clot blocks an artery, or a blood vessel breaks, interrupting blood flow to an area of the brain. When either of these events occurs, brain cells begin to die, frequently resulting in brain damage. When brain cells die during a stroke, abilities controlled by that area of the brain are lost. These abilities can include speech, movement and memory. How a stroke patient is affected depends on where the stroke occurs in the brain and how much the brain is damaged. According to the Centers for Disease Control, stroke killed approximately 144,000 people in 2005 and is the third largest cause of death in the United States. Data from Greater Cincinnati/Northern Kentucky Stroke Study/National Institute of Neurological Diseases and Stroke (GCNKSS/NINDS) studies show that about 780,000 people suffer a new or recurrent stroke each year. About 600,000 of these are first attacks and 180,000 are recurrent attacks. As a consequence stroke is a leading cause of serious, long-term disability in the US. About 5.8 million stroke survivors are alive today. We are evaluating our ZFP TF activator of the VEGF-*A* gene in pre-clinical animal efficacy models of stroke.

ZFP Therapeutic Research Programs

We also have several research stage ZFN-mediated gene modification programs in progress. These initiatives include programs in hemophilia and the hemoglobinopathies and in immune system disorders such as X-linked severe combined immunodeficiency (X-linked SCID).

CORPORATE RELATIONSHIPS

We are applying our ZFP technology platform to several commercial applications in which our products provide Sangamo and our strategic partners and collaborators with potential technical, competitive, and economic advantages. Where and when appropriate, we have established and will continue to pursue ZFP Therapeutic strategic partnerships, corporate partnerships in non-therapeutic areas and Enabling Technology collaborations with selected pharmaceutical, biotechnology and chemical companies to fund internal research and development activities and to assist in product development and commercialization.

Agreement with Dow AgroSciences in Plant Agriculture

Sangamo scientists and collaborators have shown that ZFP TFs and ZFNs can be used to regulate and modify genes in plants. The ability to regulate gene expression with engineered ZFP TFs may lead to the creation of new plants that increase crop yields, lower production costs and are more resistant to herbicides, pesticides, and plant pathogens, which could permit the development of branded agricultural products with unique nutritional and processing characteristics. In addition, ZFNs may be used to facilitate the efficient and reproducible generation of transgenic plants.

We have an exclusive commercial license agreement with Dow AgroSciences LLC ("DAS"), a wholly owned indirect subsidiary of Dow Chemical Corporation. Under this agreement, we are providing DAS with access to our proprietary zinc finger DNA-binding protein (ZFP) technology and the exclusive right to use our ZFP technology to modify the genomes or alter the nucleic acid or protein expression of plant cells, plants, or plant cell cultures. We have retained rights to use plants or plant-derived products to deliver ZFP transcription factors (ZFP TFs™) or zinc-finger nuclease (ZFN™) into human or animals for diagnostic, therapeutic, or prophylactic purposes.

Pursuant to the Research License and Commercial Option Agreement which we entered into in October 2005, DAS made an initial cash payment to us of $7.5 million. In November 2005, the Company sold approximately 1.0 million shares of common stock to DAS at a price of $3.85 per share, resulting in proceeds of $3.9 million. Our agreement with DAS provided for an initial three-year research term during which DAS agreed to pay Sangamo $6.0 million in research funding over the three-year period and make additional payments of up to $4.0 million in research milestone payments during this same period, depending on the success of the research program. We agreed to supply DAS and its sublicensees with ZFP TFs and/or ZFNs for both research and commercial use over the initial three year period of the agreement.

In June 2008, DAS exercised its option under the agreement to obtain a commercial license to sell products incorporating or derived from plant cells generated using our ZFP technology, including agricultural crops, industrial products and plant-derived biopharmaceuticals. The exercise of the option triggered a one-time commercial license fee of $6.0 million, payment of the remaining $2.3 million of the previously agreed $4.0 million in research milestones, minimum sublicensing payments totaling up to $25.3 million over 11 years, development and commercialization milestone payments for each product, and royalties on sales of products. Furthermore, DAS has the right to sublicense our ZFP technology to third parties for use in plant cells, plants, or plant cell cultures, and we will be entitled to 25% of any cash consideration received by DAS under such sublicenses. The research program has been extended beyond the initial three-year research term and DAS is providing additional research funding.

DAS may terminate the agreement at any time. In addition, each party may terminate the agreement upon an uncured material breach of the other party. In the event of any termination of the agreement, all rights to use our ZFP technology will revert to us, and DAS will no longer be permitted to practice our ZFP technology or to develop or, except in limited circumstances, commercialize any products derived from our ZFP technology.

The commercial license fee of $6.0 million, the remaining research milestones of $2.3 million, and the unrecognized portion of the initial cash payment are recognized ratably over the period from option exercise through December 31, 2009, which reflects the estimated timing over which the ZFP manufacturing technology transfer will occur, as well as the period over which Sangamo will be performing additional research services for DAS.

Revenues under the agreement were $7.4 million, $5.3 million, and $5.2 million during 2008, 2007, and 2006, respectively. Related costs and expenses incurred under the agreement were $391,000, $467,000 and $568,000 during 2008, 2007 and 2006, respectively.

Agreement with Sigma-Aldrich Corporation in Laboratory Research Reagents

In July 2007, we entered into a license agreement with Sigma-Aldrich Corporation ("Sigma"). Under the license agreement, we are providing Sigma with access to our proprietary ZFP technology and the exclusive right to use the technology to develop and commercialize research reagents products and services in the research field, excluding certain agricultural research uses that Sangamo previously licensed to Dow AgroSciences LLC. Under the agreement, Sangamo and Sigma have agreed to conduct a three-year research program to develop laboratory research reagents using our ZFP technology. In addition, for three years we will assist Sigma in connection with Sigma's efforts to market and sell services employing our technology in the research field. We will transfer the

ZFP manufacturing technology to Sigma or to a mutually agreed-upon contract manufacturer upon Sigma's request. Prior to the completion of this transfer, we will be responsible for supplying ZFPs for use by Sigma in performing services in the research field.

Under the terms of the agreement, Sigma made an initial payment comprising an upfront license fee and the purchase of one million (1,000,000) shares of Sangamo's common stock under a separate stock purchase agreement, resulting in a total upfront payment to Sangamo of $13.5 million, which consists of an equity investment by Sigma in Sangamo common stock valued at $8.55 million, a $3.95 million license fee, and $1.0 million of research funding. Under the license agreement, we may receive additional research funding of up to $2.0 million, development milestone payments of up to $5.0 million, and commercial milestone payments based on net sales of up to $17.0 million, subject to the continuation of the agreement. During the term of the license agreement, Sigma is obligated to pay to Sangamo minimum annual payments, a share of certain revenues received by Sigma from sublicensees, and royalty payments on the sale of licensed products and services. Sigma also has the right to sublicense the ZFP technology for research applications and we will receive 50% of any sublicensing revenues in the first two years and 25% of any sublicensing revenues thereafter. We retain the sole right to use and license our ZFP technology for GMP production purposes, for the production of materials used in or administered to humans, and for any other industrial commercial use.

The agreement may be terminated by Sigma at any time with a 90-day notice or by either party upon an uncured material breach of the other party. In the event of any termination, all rights to use our ZFP technology will revert to us, and Sigma will no longer be permitted to practice our ZFP technology or to develop or, except in limited circumstances, commercialize any products derived from our ZFP technology.

In December 2008, we achieved a major production throughput milestone as part of our agreement which triggered a payment of $1.0 million from Sigma, and was fully recognized as revenue in 2008.

Revenues related to the research license under the Sigma agreement are being recognized ratably over the three-year research term of the agreement and were $1.3 million and $603,000 during 2008 and 2007, respectively. Revenues attributable to collaborative research and development performed under the Sigma agreement were $2.0 million and $458,000 during 2008 and 2007, respectively. Royalty revenues under the Sigma agreement were $388,000 and $0 during 2008 and 2007, respectively. Related costs and expenses incurred under the Sigma agreement were $2.2 million and $316,000 during 2008 and 2007, respectively.

Enabling Technology Programs and Partners

We began marketing our Enabling Technologies to the pharmaceutical and biotechnology industry in 1998. Our Enabling Technology collaborations have been based upon applying our ZFP TF and ZFN technology and intellectual property in products and areas outside ZFP Therapeutics.

Pharmaceutical Protein Production

The production of pharmaceutical proteins, such as therapeutic antibodies, is an important area of commercial growth. According to a report by the independent business information provider Visiongain, ten years ago, there were only two monoclonal antibody drugs on the world market. Currently there are 21 FDA approved therapies. In 2007, the therapeutic antibody market was worth $21.9 billion. Sangamo scientists and their collaborators have demonstrated that ZFP-engineered mammalian cells may be used to increase the yield of systems used for pharmaceutical protein production.

We have established several research collaborations in this area. Commencing in December 2004, we had a research collaboration agreement with Pfizer to use our ZFP technology to develop enhanced cell lines for protein pharmaceutical production. Under the terms of the agreement, Pfizer funded research at Sangamo and we provided our proprietary ZFP technology for Pfizer to assess its feasibility for use in mammalian cell-based

protein production. We generated novel cell lines and vector systems for enhanced protein production as well as novel technology for rapid creation of new production cell lines. In December 2008, we entered into a license agreement with Pfizer to provide Pfizer with a worldwide, non-exclusive license for the use of certain ZFP Nuclease (ZFNs) reagents to permanently eliminate the Glutamine Synthetase (GS) gene in Chinese Hamster Ovary (CHO) cell lines and for the use of these ZFN-modified cells for clinical and commercial production of therapeutic proteins. Under the terms of this agreement we received a one time payment of $3.0 million from Pfizer for a fully paid commercial license.

Revenues under the Pfizer agreements were $3.0 million, $96,000 and $747,000 in 2008, 2007, and 2006, respectively. Related costs and expenses incurred under the Pfizer agreements were $66,000, $358,000 and $342,000 in 2008, 2007 and 2006, respectively.

In April 2007, we established a research and license agreement with Genentech, Inc. Under our agreement with Genentech, we are developing ZFNs capable of making targeted modifications to the genome of Genentech cell lines to generate cell lines with novel characteristics for protein pharmaceutical production purposes. Genentech paid an upfront fee, will pay an ongoing technology access fee, and certain payments upon achievement of specified milestones relating to the research of ZFNs and the development and commercialization of products manufactured using a modified cell line created by our ZFN technology. The agreement was expanded to include further ZFNs in February 2008. Under the expanded agreement, we may directly offer the ZFN-related services to Genentech and Sigma will in return receive a share of certain payments made to us by Genentech. Revenues recognized under the expanded agreement are included in royalty revenues from Sigma, as described above.

Revenues attributable to collaborative research and development performed under the Genentech agreement were $389,000 during 2008 and $283,000 during 2007. Costs and expenses performed under the Genentech agreement were $147,000 during 2008 and $82,000 during 2007.

We are also providing our ZFP technology to several companies including Amgen, Inc., Novartis A/G Novo Nordisk Inc. and Kirin Brewery Company for evaluation of its use in developing enhanced cell lines for protein production.

Transgenic Animals

In April, 2008, we entered into a license agreement with Open Monoclonal Technology, Inc. (“OMT”). Under the agreement we have granted OMT a royalty-bearing, non-exclusive, sublicensable worldwide license for the commercial use of a transgenic animal generated using our ZFP technology. We have received an upfront license fee, and will receive payments upon the achievement of certain clinical development milestones, a share of payments received by OMT from sublicensees, and royalties on sales of any products developed using Sangamo’s ZFP technology. For any given OMT product, OMT has the right to buy out its future royalty payment obligations under the agreement by paying a lump sum fee to Sangamo.

In July 2008, we entered into a research and license agreement with F. Hoffmann–La Roche Ltd and Hoffmann-La Roche Inc. (“Roche”). During an initial research term, we will provide Roche with access to aspects of our proprietary ZFN technology for the targeted modification of a specified gene in a specified species in order to generate ZFN-modified cell lines and animals for research purposes. In addition, Roche has an option to receive an exclusive, worldwide license to use such animals in the production of therapeutic and diagnostic products.

In consideration for the rights and licenses granted to Roche, as well as our efforts in generating the specific ZFN materials provided to Roche, Roche has paid us an initial research event fee, a payment for the delivery of ZFN materials, and will pay ongoing research maintenance fees during the research term. In the event that Roche

exercises its option to receive a commercial license, Roche will pay us an option exercise fee, payments upon the achievement of certain clinical development milestones relating to products produced under such commercial license, and royalties on sales of such products.

We have an existing agreement with Sigma to develop and commercialize research reagents and services and Sigma has the exclusive right to offer certain services involving our ZFN technology that are covered under the research agreements with Roche and OMT. Notwithstanding this exclusive right, Sigma has agreed that we may directly offer the ZFN-related services to Roche and OMT under the research agreements and Sigma will in return receive a share of certain payments made to us. Revenues recognized under the Roche and OMT agreements, net of payments made to Sigma, are included in royalty revenues attributable to the Sigma agreement, as described above.

Funding from Research Foundations

The Juvenile Diabetes Research Foundation International

In October 2006, we announced a partnership with the Juvenile Diabetes Research Foundation International (JDRF) to provide financial support to one of our Phase 2 human clinical studies (SB-509-601) of SB-509, a ZFP Therapeutic that is in development for the treatment of diabetic neuropathy. Under the agreement with JDRF and subject to its terms and conditions, including the Company's achievement of certain milestones associated with the Company's Phase 2 clinical trial of SB-509 for the treatment of mild to moderate diabetic neuropathy, JDRF will pay the Company an aggregate amount of up to $3.0 million. Through December 31, 2008, we have received $2.5 million. After the first commercial launch of SB-509 in a major market, JDRF has the right to receive, subject to certain limitations, annual payments from Sangamo, until such time when the total amount paid to JDRF, including payments made on account of certain licensing arrangements, equals three times the amount received by us from JDRF.

Under the agreement, we are obligated to use commercially reasonable efforts to carry out the Phase 2 trial and, thereafter, to develop and commercialize a product containing SB-509 for the treatment of diabetes and complications of diabetes. We are obligated to cover all costs of the Phase 2 trial that are not covered by JDRF's grant. If we fail to satisfy these obligations, JDRF may have the right, subject to certain limitations, to obtain an exclusive, sublicensable license, to the intellectual property generated by us in the course of the Phase 2 trial, to make and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes. If JDRF obtains such a license, it is obligated to pay us a percentage of its revenues from product sales and sublicensing arrangements. If JDRF fails to satisfy its obligations to develop and commercialize a product containing SB-509 under the Agreement, then their license rights will terminate and we will receive a non-exclusive, fully paid license, for any intellectual property developed during JDRF's use of the license, to research, develop and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes.

Revenues attributable to research and development activities performed under the JDRF partnership were $1.0 million in 2008 and $1.5 million in 2007. Related costs and expenses incurred during 2008 and 2007 were $3.9 million and $4.7 million, respectively.

The Michael J. Fox Foundation

In January 2007, Sangamo announced a partnership with the Michael J. Fox Foundation for Parkinson's Research ("MJFF") to provide financial support of Sangamo's ZFP TFs to activate the expression of glial cell line-derived neurotrophic factor (GDNF) that has shown promise in preclinical testing to slow or stop the progression of Parkinson's disease. Under the agreement with MJFF and subject to its terms and conditions, MJFF has paid the Company $950,000 over a period of two years and through December 31, 2008 we have received the total funds due from MJFF.

Revenues attributable to research and development performed under the MJFF partnership were $553,000 during 2008 and $397,000 during 2007. Related costs and expenses incurred under the MJFF partnership were $903,000 during 2008 and $397,000 during 2007.

INTELLECTUAL PROPERTY AND TECHNOLOGY LICENSES

Patents and licenses are important to our business. Our strategy is to file or license patent applications to protect technology, inventions and improvements to inventions that we consider important for the development of our business. We seek patent protection and licenses that relate to our technology and candidates in our pipeline and/or may be important to our future. We have filed numerous patents and patent applications with the United States Patent and Trademark Office ("USPTO") and foreign patent jurisdictions. This proprietary intellectual property includes methods relating to the design of zinc finger proteins, therapeutic applications and enabling technologies. We rely on a combination of patent, copyright, trademark, proprietary know–how, continuing technological innovations, trade secret laws, as well as confidentiality agreements, materials transfer agreements and licensing agreements, to establish and protect our proprietary rights.

We have licensed intellectual property directed to the design, selection, and use of ZFPs, ZFP TFs and ZFNs for gene regulation and modification from the Massachusetts Institute of Technology ("MIT"), Johnson & Johnson, The Scripps Research Institute ("TSRI"), The Johns Hopkins University ("JHU"), Harvard University, the Medical Research Council, the California Institute of Technology, City of Hope, and the University of Utah. These licenses grant us rights to make, use, and sell ZFPs, ZFP TFs, and ZFNs under 16 families of patent filings. As of February 6, 2009, these patent filings have resulted in 19 issued U.S. patents and 18 granted foreign patents, with 7 currently pending U.S. patent applications and 32 pending applications in foreign patent offices. We believe these licensed patents and patent applications include several of the early and important patent filings directed to design, selection, composition, and use of ZFPs, ZFP TFs, and ZFNs.

In addition to our in-licensed patent portfolio, as of February 6, 2009, we had 71 families of Sangamo-owned or co-owned patent filings, including 49 issued U.S. patents, 157 granted foreign patents, 79 pending U.S. patent applications and 126 pending foreign patent applications. These patent filings are directed to the design, composition, and use of ZFPs, ZFP TFs, and ZFNs. The earliest patents in our portfolio are set to begin expiring in 2015, with the majority of our currently issued patents expiring between 2019 and 2021. However, these patents in our estate may be subject to Patent Term Adjustment (due to delays in patent prosecution by the USPTO), Patent Term Extension (due to review of a patented product by a regulatory agency) or terminal disclaimer. Additionally, patents that may be issued from our pending applications will extend the patent exclusivity of our patent estate. Accordingly, all dates given above for patent expirations are estimates.

In the aggregate, we believe that our licensed patents and patent applications, as well as the issued Sangamo patents and pending Sangamo patent applications, will provide us with a substantial proprietary position in our commercial development of ZFP technology. In this regard, patents issued to us, applied for by us, or exclusively and non-exclusively licensed to us, cover the following types of inventions, processes and products:

- *ZFP and ZFN design, engineering and compositions:* includes DNA target site selection and zinc finger binding domain design, target site arrays, ZFP libraries (see application US20,030,134,318, for which we have recently received a Notice of Allowance), databases and methods of construction, as well as methods to increase zinc finger binding specificity; linker designs, and methods of making modified plant zinc finger proteins;
- *ZFP targeted regulation of endogenous genes:* methods relating to activation and inhibition of endogenous cellular genes (see newly issued US7,407,776), modulation of ZFP-regulated gene expression by small molecules, identification of accessible regions within chromatin, regulation of tocopherol synthesis in plants (see newly issued US7,361,635), regulation of endogenous plant genes (see application US20,080,070,306 for which we have recently received a Notice of Allowance);

- *ZFP Therapeutics:* Treatment of virally or microbially infected cells, cancer therapeutics such as methods to alter tumor growth, activation of endogenous PEDF for treatment of head and neck cancer, glioblastoma, prostate cancer and pancreatic cancer, regulation of angiogenesis (including newly issued US7,358,085), treatments for ischemic conditions, neuropathic pain, crushed nerves, Parkinson's disease, chronic pain, diabetic neuropathy, peripheral vascular disease, ocular neovascularization including age-related macular degeneration (AMD), diabetic retinopathy (DR) and retinopathy of prematurity, modulation of cardiac contractility and methods to regulate the glucocorticoid receptor;
- *ZFN Therapeutics:* Treatments for HIV, sickle cell anemia, and X-linked severe combined immunodeficiency (SCID);
- *ZFP Enabling Technologies:* Methods for linking genes and phenotypes, identification of genes, analysis of gene regulation, structure and biological function, methods of agricultural biotechnology, methods of altering cellular differentiation state, and methods of introducing exogenous nucleic acids of interest into a safe harbor locus (see application US20,080,299,580);
- *ZFN Enabling Technologies:* Methods for identification of regulatory DNA sequences, prediction of patient response to drug therapeutics, and development of cell lines for improved protein production.

We have been advised that certain aspects of our technology can give us and our collaborators independence from third party patent claims to gene sequences. In general, under United States patent law, a patent may be obtained for any new and useful process, machine, manufacture, or composition of matter. An underlying theme of United States patent law, as related to biotechnology, is that the sequence of a gene, as it exists in the chromosome, is not new, even when newly discovered, unless it is isolated or modified from its normal chromosomal context. As a result, for over a decade, patent courts have held that, to be patentable, a DNA sequence must be purified, isolated or modified. Accordingly, U.S. patent claims to DNA sequences can cover only isolated, purified or modified nucleic acid sequences (e.g., a purified DNA fragment or a DNA sequence inserted into a vector). We have been advised that U.S. patent claims to DNA sequences do not, and cannot, cover gene sequences as they exist in their natural chromosomal environment and international patent law is even more stringent than U.S. patent law in this regard. Most current methods for over-expression of a gene or protein involve introduction, into a cell, of a vector containing a DNA encoding the protein to be over-expressed. Since such a vector contains isolated sequences which encode the protein, it would be covered by any patent claims to those sequences. In contrast, our methods for over-expression utilize ZFP TFs that target endogenous genes as they exist in the chromosome. As a result, our methods do not require the use of isolated DNA sequences encoding the protein to be over-expressed and, our counsel has advised us, do not infringe patent claims to such sequences. Notwithstanding this advice, we realize that others could take a contrary position that could result in litigation. While we believe that we would prevail in any such litigation, the uncertainties involved in litigation generally make it impossible to provide assurance as to the ultimate outcome of such matters. See "*Risk Factors—Because it is difficult and costly to protect our proprietary rights, and third parties have filed patent applications that are similar to ours, we cannot ensure the proprietary protection of our technologies and products.*"

The patent positions of pharmaceutical and biotechnology firms, including our patent position, are uncertain and involve complex legal and factual questions for which important legal tenets are largely unresolved. Patent applications may not result in the issuance of patents and the coverage claimed in a patent application may be significantly reduced before a patent is issued.

Although we have filed for patents on some aspects of our technology, we cannot provide assurances that patents will be issued as a result of these pending applications or that any patent that has been or may be issued will be upheld. The laws of some foreign countries may not protect our proprietary rights to the same extent as do the laws of the United States. One of our foreign patents, which forms the basis for five European Regional Phase patents, has been revoked as a result of an opposition by a third party. Our licensor, The Johns Hopkins University, appealed the revocation but in April 2007, the European Technical Board of Appeal released its

decision dismissing the appeal. As of February 6, 2009, US patent number US6,265,196, licensed to Sangamo from The Johns Hopkins University, was undergoing re-examination. In addition in 2008, US5,792,640, also licensed from Johns Hopkins University, completed a first re-examination process and a re-exam certificate was issued on September 9, 2008. However, a second re-exam proceeding was ordered on November 4, 2008. We do not know what the outcome of these two re-examination processes will be. In the future, third parties may assert patent, copyright, trademark, and other intellectual property rights to technologies that are important to our business. Any claims asserting that our products infringe or may infringe proprietary rights of third parties, if determined adversely to us, could significantly harm our business. See "*Risk Factors—Because it is difficult and costly to protect our proprietary rights, and third parties have filed patent applications that are similar to ours, we cannot ensure the proprietary protection of our technologies and products.*"

Estimated Licensing Expenses

If we are successful in the development and commercialization of our products, we will be obligated by our license agreements to make milestone and royalty payments to some or all of the licensors mentioned above. We believe that total payments under these agreements over the next three years will not exceed $1.5 million. For risks associated with our intellectual property, see "*Risk Factors—Because it is difficult and costly to protect our proprietary rights, and third parties have filed patent applications that are similar to ours, we cannot ensure the proprietary protection of our technologies and products*." We plan to continue to license and to internally generate intellectual property covering the design, selection, composition, and use of ZFPs; the genes encoding these proteins; and the application of ZFPs, ZFP TFs, and ZFNs in ZFP Therapeutics, Enabling Technology and research applications, and in plant agriculture research.

COMPETITION

We are the leader in the research, development, and commercialization of DNA binding proteins for the regulation of gene expression and gene modification. We are aware of several companies focused on other methods for regulating gene expression and a limited number of commercial and academic groups pursuing the development of ZFP gene regulation and gene modification technology. The field of applied gene regulation and gene modification is highly competitive and we expect competition to persist and intensify in the future from a number of different sources, including pharmaceutical, agricultural, and biotechnology companies; academic and research institutions; and government agencies that will seek to develop ZFPs as well as technologies that will compete with our ZFP technology platform.

In July 2001, we strengthened our competitive position by completing our acquisition of Gendaq Ltd. Gendaq scientists had also focused their research efforts on regulating genes through the engineering of ZFPs and they brought significant additional know-how and intellectual property into Sangamo. Despite our strong presence in the field of ZFP technology and intellectual property, any products that we develop with our ZFP TF and ZFN technology may participate in highly competitive markets.

Accordingly, our competitors may succeed in obtaining patent protection, receiving FDA approval, or commercializing ZFP Therapeutics or other competitive products before us. If we commence commercial product sales, we may be competing against companies with greater marketing and manufacturing capabilities, areas in which we have limited or no experience. In addition, any product candidate that we successfully develop may compete with existing products that have long histories of safe and effective use.

Although we are in the clinical development phase of operations and have no current therapeutic product sales, we believe the following companies, products and/or technologies may potentially be competitive with our technology or our products under development:

- Small molecules in development from both in-house drug discovery programs of pharmaceutical companies such as Eli Lilly and Company, Merck & Co., Inc. and Pfizer, Inc as well as from biotechnology companies with expertise and capabilities in small molecule discovery and development such as Exelixis Inc. and Millennium Pharmaceuticals, Inc.

- Monoclonal antibody companies and product candidates from certain biotechnology firms such as Amgen Inc., Genentech, Inc., Medarex Inc., Medimmune, Inc. and Facet Biotech Corporation.
- Protein pharmaceuticals under development at pharmaceutical and biotechnology companies such as Amgen Inc., Biogen Idec, Eli Lilly and Company, Genentech, Inc., Johnson & Johnson and numerous other pharmaceutical and biotechnology firms.
- Gene therapy companies developing gene-based products in clinical trials. None of these products have yet been approved. Our competitors in this category may include Cell Genesys, Inc., GenVec Inc., Targeted Genetics Corporation and VIRxSYS Corporation.
- Antisense therapeutics and RNA interference technology, including RNAi and microRNA, which are technologies that may compete with ZFP Therapeutics in the development of novel therapeutic products acting through the regulation of gene expression. These technologies are being developed by several companies including Alnylam Pharmaceuticals,Inc., Isis Pharmaceuticals, Inc., Regulus Therapeutics, LLC and Merck & Co. Inc.
- Nuclease technologies: Cellectis SA and Precision BioSciences, Inc. are developing meganucleases to accomplish gene modification.

We expect to face intense competition from other companies for collaborative arrangements with pharmaceutical and biotechnology, companies; for establishing relationships with academic and research institutions; and for licenses to proprietary technology. These competitors, either alone or with their collaborative partners, may succeed in developing technologies or products that are more effective or less costly than ours.

Our ability to compete successfully will depend, in part, on our ability to:

- develop safe and efficacious proprietary products;
- obtain access to gene transfer technology on commercially reasonable terms;
- obtain required regulatory approvals;
- attract and retain qualified scientific and product development personnel;
- obtain and enforce patents, licenses, or other proprietary protection for our products and technologies;
- formulate, manufacture, market, and sell any product that we develop; and
- develop and maintain products that reach the market first and are technologically superior to or are of lower cost than other products in the market;

GOVERNMENT REGULATION

The research, testing manufacturing and marketing of human therapeutics are extensively regulated in the United States and the rest of the world.

Before marketing in the United States, any therapeutic or pharmaceutical products developed by us must undergo rigorous preclinical testing (generally conducted in animals) and clinical trials in humans and an extensive regulatory clearance process implemented by the U.S. Food and Drug Administration (FDA) under the federal Food, Drug and Cosmetic Act. The FDA regulates, among other things, the development, testing, manufacture, safety, efficacy, record keeping, labeling, storage, approval, advertising, promotion, sale, and distribution of biopharmaceutical products. The regulatory review and approval process, which includes preclinical testing and clinical trials of each product candidate, is lengthy, expensive, and uncertain. Securing FDA approval requires the submission of extensive preclinical and clinical data and supporting information including manufacturing information and stability data to the FDA for each indication to establish a product candidate’s safety and efficacy. The approval process takes many years, requires the expenditure of substantial resources, involves post-marketing surveillance, and may involve ongoing requirements for post-marketing studies.

Before commencing clinical investigations in humans in the U.S., we must carry out preclinical testing. In addition, our proposed clinical studies require review from the Recombinant DNA Advisory Committee ("RAC"), which is the advisory board to the National Institutes of Health ("NIH"), focusing on clinical trials involving gene transfer. We typically submit a proposed clinical protocol and other product-related information to the RAC three to six months prior to the expected IND application filing date.

Preclinical tests include laboratory and animal studies to evaluate product characteristics, potential safety and efficacy. The results of these studies must be submitted to the FDA as part of an Investigational New Drug (IND) Application, which must be reviewed by the FDA before proposed clinical testing in humans can begin. The FDA has 30 days to comment on the application and if the agency has no comments, we or our clinical partner may begin clinical trials.

Clinical trials are lengthy and are typically conducted in three sequential phases, but the phases may overlap or be combined. At each stage of testing, the proposed clinical protocol must be reviewed by the FDA and reviewed and approved by an independent ethics committee or institutional review board of each participating center before it can begin. Phase 1 usually involves the initial introduction of the investigational drug into small numbers of healthy volunteers or patients to evaluate certain factors, including its safety and dose tolerance. Phase 2 usually involves trials in a limited patient population to evaluate dosage tolerance and appropriate dosage, identify possible adverse effects and safety risks, and evaluate preliminary efficacy of the drug for specific indications. Phase 3 trials usually further evaluate clinical efficacy and test further for safety by using the drug in its final form in an expanded patient population. Phase 2 and 3 trials must be registered in a government database of clinical trials. Later clinical trials may fail to support the findings of earlier trials, which can delay, limit or prevent regulatory approvals.

We filed a Phase 1 clinical protocol for review by the RAC in the fourth quarter of 2004, an IND application in January 2005, and Phase 2 protocols for review by the FDA in 2006 and 2007 for our first product candidate, SB-509, for the potential treatment of diabetic neuropathy. In addition, in 2008 we filed an IND application for SB-509 for the treatment of ALS. We have also filed Phase 1 clinical protocols for review by the RAC for our HIV (SB-728-T) and glioblastoma programs (SB-313). Both of these program protocols received unanimous approval from this committee. In December 2008 we filed an IND application for SB-728-T for the treatment of HIV/AIDS and in February 2009, initiated a Phase 1 clinical trial of this ZFP Therapeutic in subjects infected with HIV.

We have completed enrollment of subjects in our first Phase 2 clinical trial (SB-509-601) and have two other Phase 2 clinical trials (SB-509-701 and SB-509-703) in subjects with diabetic neuropathy and a Phase 2 clinical study (SB-509-801) ongoing in subjects with ALS. Although our lead therapeutic candidate, SB-509, has shown a favorable safety profile to date through Phase 1 and Phase 2 testing, there can be no assurances that such a therapy will be tolerated after prolonged dosing or that clinical efficacy or safety of the product will be demonstrated in later stage testing.

The results of the preclinical and clinical testing of a pharmaceutical product are submitted to the FDA in the form of a New Drug Application (NDA), or a Biologic License Application (BLA), for approval to commence commercial sales. In responding to an NDA or a BLA, the FDA may grant marketing approval, grant conditional approval (such as an accelerated approval), request additional information, or deny the application if the FDA determines that the application does not provide an adequate basis for approval. Most research and development projects fail to produce data sufficiently compelling to enable progression through all of the stages of development and to obtain FDA approval for commercial sale. See also "*Our potential therapeutic products are subject to a lengthy and uncertain regulatory process, and we may encounter unanticipated toxicity or adverse events or fail to demonstrate efficacy, causing us to delay, suspend or terminate the development of a ZFP Therapeutic. If these potential products are not approved, we will not be able to commercialize those products*." under "Risk Factors" below in Part I, Item 1A of this Form 10-K.

Outside the United States, our ability to market a product is contingent upon receiving marketing authorization from the appropriate regulatory authorities. The requirements governing the conduct of clinical trials, marketing authorization, pricing, and reimbursement vary widely from country to country. At present, foreign marketing authorizations are applied for at a national level; although, within the European Union (EU), registration procedures are available to companies wishing to market a product in more than one EU member state. If the regulatory authority is presented with adequate evidence of safety, quality, and efficacy, they will grant a marketing authorization. This foreign regulatory approval process involves all of the risks associated with FDA clearance discussed above.

We have hired personnel with expertise in preclinical and clinical development of therapeutic programs and products and clinical and regulatory affairs to assist us in developing our programs and obtaining appropriate regulatory approvals as required. We also intend to work with collaborators who have experience in clinical development to assist us in obtaining regulatory approvals for collaborative products. *See Risk Factors—"Our potential therapeutic products are subject to a lengthy and uncertain regulatory process, and if these potential products are not approved, we will not be able to commercialize those products and—Regulatory approval, if granted, may be limited to specific uses or geographic areas which could limit our ability to generate revenues.*"

RESEARCH AND DEVELOPMENT EXPENSES

Research and development expenses consist primarily of salaries and personnel expenses, stock-based compensation expense, laboratory supplies, pre-clinical and clinical studies, manufacturing costs, allocated facilities costs, subcontracted research expenses and expenses for trademark registration and technology licenses. Costs to acquire technologies that are utilized in research and development and that have no alternative future use are expensed as incurred. Research and development expenses were $31.2 million, $25.6 million, and $21.5 million, for 2008, 2007, and 2006, respectively. We believe that continued investment in research and development is critical to attaining our strategic objectives. We expect these expenses will increase as we increasingly focus on development of ZFP Therapeutics. Specifically, in order to develop ZFPs as commercially relevant therapeutics, we expect to expend additional resources on manufacturing, regulatory affairs and clinical research.

EMPLOYEES

As of February 1, 2009, we had 77 full-time employees, all of whom are located in Richmond, California. None of our employees are represented by a collective bargaining organization or covered by a collective bargaining agreement, nor have we experienced work stoppages. We believe that our relations with our employees are good.

AVAILABLE INFORMATION

Sangamo can be found on the internet at http://www.sangamo.com. We make available free of charge, on or through our internet site, our annual, quarterly, and current reports and any amendments to those reports filed or furnished pursuant to Section 13(a) of the Exchange Act as soon as reasonably practicable after we electronically file such material with, or furnish it to, the SEC. Information contained in Sangamo's internet site is not part of this report.

ITEM 1A – RISK FACTORS

ZFP Therapeutics have undergone limited testing in humans and our ZFP Therapeutics may fail safety studies in clinical trials.

We have initiated and completed a Phase 1 study and initiated several Phase 2 clinical trials in our lead ZFP Therapeutic program. We have completed enrollment and treatment of the patients in several trials of SB-509 for diabetic neuropathy and thus far have not observed any serious drug-related adverse events. However if our lead

ZFP Therapeutic fails one of its safety studies, it could reduce our ability to attract new investors and corporate partners. In January 2005, we filed an IND application with the FDA for SB-509, a ZFP TF activator of VEGF-A, for the treatment of mild to moderate diabetic neuropathy. We have completed enrollment and treatment of a Phase 1, single blind, single dose, dose-escalation trial to measure the laboratory and clinical safety of SB-509. We have completed enrollment of a repeat-dosing Phase 2 clinical trial (SB-509-601) and have 2 other related Phase 2 trials ongoing for this indication (SB-509-701 and SB-509-703). We also have initiated a Phase 2 clinical trial (SB 509-801) to evaluate SB-509 for the treatment of ALS. A significant number of the trial subjects have received more than one dose of SB-509 during the course of these Phase 2 studies. In addition, Phase 1 clinical trials of an identical ZFP TF have been carried out in subjects with peripheral artery disease. These early studies of a ZFP Therapeutic are a highly visible test of our ZFP Therapeutic approach. Since we have increased our focus on ZFP Therapeutic research and development, investors will increasingly assess the value of our technology based on the continued progress of ZFP Therapeutic products into and through clinical trials. If clinical trials of our lead therapeutic were halted due to safety concerns, this would negatively affect our operations and the value of our stock.

The results of early Phase 1 and Phase 2 trials are based on a small number of patients over a short period of time, and our progress may not be indicative of results in a large number of patients or of long-term efficacy in late stage clinical trials.

The results in early phases of clinical testing are based upon limited numbers of patients and a limited follow-up period. Typically, our Phase 1 clinical trials for indications of safety enroll less than 50 patients. The initial results from the Phase 1 clinical trial of our ZFP Therapeutic, SB-509 product, became available in the first half of 2006 and the complete data set was presented in June 2008. The primary end point of the trial was clinical and laboratory safety; however, we collected some preliminary efficacy data that showed trends of clinical improvement in some subjects. A number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in late stage clinical trials even after achieving promising results in earlier stage clinical trials. If a larger population of patients does not experience positive results, or if these results are not reproducible, our products may not receive approval from the FDA. Failure to confirm favorable results from earlier trials by demonstrating the safety and effectiveness of our ZFP Therapeutic products in late stage clinical trials with larger patient populations could have a material adverse effect on our business that would cause our stock price to decline significantly.

Our first Phase 2 clinical trial (SB-509-601) for safety and efficacy has enrolled 110 patients, and top-line data from this study were presented in November 2008. While these results demonstrated that the drug was well-tolerated in a repeat-dose setting, no differences were observed in neurologic end-points between the SB-509 and placebo-treated subjects. Further analysis of such data is ongoing, and there is no assurance that clinical efficacy of SB-509 can be demonstrated at later stages of testing.

We have limited experience in conducting clinical trials.

Our ZFP Therapeutics may fail to show the desired safety and efficacy in initial clinical trials. We have completed a Phase 1 trial and have several ongoing Phase 2 clinical trials, completing enrollment on one of these studies. However, the FDA will require additional clinical testing which involves significantly greater resources, commitments and expertise that may require us to enter into a collaborative relationship with a pharmaceutical company that could assume responsibility for late-stage development and commercialization. We have limited experience in conducting clinical trials and may not possess the necessary resources and expertise to complete such trials, and there is no guarantee that we will be able to enter into collaborative relationships with third parties that can provide us with the funding and expertise for such trials.

We may not be able to find acceptable patients or may experience delays in enrolling patients for our clinical trials.

We may be competing for suitable patients with other clinical trials. We or the FDA may suspend our clinical trials at any time if either believes that we are exposing the subjects participating in these trials to unacceptable health risks. The FDA or institutional review boards and/or institutional biosafety committees at the medical institutions and healthcare facilities where we sponsor clinical trials may suspend any trial indefinitely if they find deficiencies in the conduct of these trials. The FDA and institutional review boards may also require large numbers of patients, and the FDA may require that we repeat a clinical trial.

Our potential therapeutic products are subject to a lengthy and uncertain regulatory process, and we may encounter unanticipated toxicity or adverse events or fail to demonstrate efficacy, causing us to delay, suspend or terminate the development of a ZFP Therapeutic. If these potential products are not approved, we will not be able to commercialize those products.

The FDA must approve any human therapeutic product before it can be marketed in the United States. The process for receiving regulatory approval is long and uncertain, and a potential product may not withstand the rigors of testing under the regulatory approval processes.

Before commencing clinical trials in humans, we must submit an Investigational New Drug (IND) application to the FDA. The FDA has 30 days to comment on the application and if the agency has no comments, we or our commercial partner may begin clinical trials.

Clinical trials are subject to oversight by institutional review boards and the FDA. In addition, our proposed clinical studies require review from the Recombinant DNA Advisory Committee (“RAC”), which is the advisory board to the National Institutes of Health (“NIH”), focusing on clinical trials involving gene transfer. We will typically submit a proposed clinical protocol and other product-related information to the RAC three to six months prior to the expected IND application filing date.

Clinical trials:

- must be conducted in conformance with the FDA’s good clinical practices, within the guidelines of the International Conference on Harmonisation of Technical Requirements for Registration of Pharmaceuticals for Human Use (ICH) and other applicable regulations;
- must meet requirements for Institutional Review Board (“IRB”) oversight;
- must follow Institutional Biosafety Committee (“IBC”) and NIH RAC guidelines where applicable;
- must meet requirements for informed consent;
- are subject to continuing FDA oversight;
- may require oversight by a Data Safety Monitoring Board (“DSMB”);
- may require large numbers of test subjects; and
- may be suspended by a commercial partner, the FDA, or us at any time if it is believed that the subjects participating in these trials are being exposed to unacceptable health risks or if the FDA finds deficiencies in the IND application or the conduct of these trials.

While we have stated our intention to file additional IND applications during the next several years, this is only a statement of intent, and we may not be able to do so because the associated product candidates may not meet the necessary preclinical requirements. In addition, there can be no assurance that, once filed, an IND application will result in the actual initiation of clinical trials.

As we cannot predict whether or when we will obtain regulatory approval to commercialize our product candidates, we cannot predict the timing of any future revenue from these product candidates.

We cannot commercialize any of our ZFP Therapeutics to generate revenue until the appropriate regulatory authorities have reviewed and approved the applications for the product candidates. We cannot assure that the regulatory agencies will complete their review processes in a timely manner or that we will obtain regulatory approval for any product candidate that we or our collaborators develop. Satisfaction of regulatory requirements typically takes many years, is dependent upon the type, complexity and novelty of the product and requires the expenditure of substantial resources. Regulatory approval processes outside the United States include all of the risks associated with the FDA approval process. In addition, we may experience delays or rejections based upon additional government regulation from future legislation or administrative action or changes in FDA policy during the period of product development, clinical trials and FDA regulatory review.

If we establish drug development collaborations, our collaborators may control aspects of our clinical trials, which could result in delays and other obstacles in the commercialization of our proposed products.

For some programs we may be dependent on third party collaborators to design and conduct our clinical trials. As a result, we may not be able to conduct these programs in the manner or on the time schedule we currently contemplate. In addition, if any of these collaborative partners withdraw support for our programs or proposed products or otherwise impair their development, our business could be negatively affected.

We have increased the focus of our research and development programs on human therapeutics, which will increase operating expenditures and the uncertainty of our business.

We have significantly increased the emphasis and focus of our research and development activities on ZFP Therapeutics. This change may increase operating expenditures due to larger financial outlays to fund preclinical studies, manufacturing, and clinical research. The focus on ZFP Therapeutics will also increase the visibility of our lead therapeutic programs and the potential impact on the stock price of news releases relating to these programs.

We are conducting proprietary research to discover ZFP Therapeutic product candidates. These programs increase our financial risk of product failure, may significantly increase our research expenditures, and may involve conflicts with future collaborators and strategic partners.

Our proprietary research programs consist of research which is funded solely by the Company and in which the Company retains exclusive rights to therapeutic products generated by such research. This is in contrast to certain of our research programs that may be funded by corporate partners and in which we may share rights to any resulting products. We have conducted proprietary research since inception. However, in the past several years, our strategy has shifted toward placing greater emphasis on proprietary research and therapeutic development and we expect this trend will continue in 2009 as we continue to prosecute our Phase 2 clinical trials and bring new ZFP Therapeutics into clinical trials. Conducting proprietary research programs may not generate corresponding revenue and may create conflicts with our collaborators or strategic partners over rights to our intellectual property with respect to our proprietary research activities. Any conflict with our collaborators or strategic partners could reduce our ability to enter into future collaborations or strategic partnering agreements and negatively impact our relationship with existing collaborators and strategic partners which could reduce our revenue and delay or terminate our product development. The implementation of this strategy will involve substantially greater business risks, the expenditure of significantly greater funds than our historic research activities and will require substantial commitments of time from our management and staff.

Commercialization of our technologies will depend, in part, on strategic partnering with other companies. If we are not able to find strategic partners in the future or our strategic partners do not diligently pursue product development efforts, we may not be able to develop our technologies or products, which could slow our growth and decrease the value of our stock.

We expect to rely, to some extent, on our strategic partners to provide funding in support of our research and to perform independent research and preclinical and clinical testing. Our technology is broad based, and we do not currently possess the resources necessary to fully develop and commercialize potential products that may result from our technologies or the resources or capabilities to complete the lengthy marketing approval processes that may be required for the products. Therefore, we plan to rely on strategic partnerships to help us develop and commercialize ZFP Therapeutic products. If we are unable to find strategic partners or if the partners we find are unable or unwilling to advance our programs, or if they do not diligently pursue product approval, this may slow our progress and defer our revenues. Our partners may sublicense or abandon development programs or we may have disagreements with our partners, which would cause associated product development to slow or cease. There can be no assurance that we will be able to establish strategic collaborations for ZFP Therapeutic product development. We may require significant time to secure collaborations or strategic partners because we need to effectively market the benefits of our technology to these future collaborators and strategic partners, which use the time and efforts of research and development personnel and our management. Further, each collaboration or strategic partnering arrangement will involve the negotiation of terms that may be unique to each collaborator or strategic partner. These business development efforts may not result in a collaboration or strategic partnership.

The loss of any future strategic partnering agreements would not only delay or terminate the potential development or commercialization of products we may derive from our technologies, but it may also delay or terminate our ability to test ZFP therapeutic candidates for specific genes. If any strategic partner fails to conduct the collaborative activities successfully and in a timely manner, the preclinical or clinical development or commercialization of the affected product candidates or research programs could be delayed or terminated.

Under typical strategic partnering agreements we would expect to receive revenue for the research and development of a ZFP Therapeutic product and based on achievement of specific milestones. Achieving these milestones will depend, in part, on the efforts of our strategic partner as well as our own. If we, or any strategic partner, fail to meet specific milestones, then the strategic partnership may be terminated, which could decrease our revenues.

Our gene regulation and gene modification technology is relatively new, and if we are unable to use this technology in all our intended applications, it would limit our revenue opportunities.

Our technology involves a relatively new approach to gene regulation and gene modification. Although we have generated ZFPs for thousands of gene sequences, we have not created ZFPs for all gene sequences and may not be able do so, which could limit the usefulness of our technology. In addition, while we have demonstrated the function of engineered ZFP TFs in mammalian cell culture, yeast, insects, plants, and animals, we have not yet definitively done so in humans, and the failure to do so could restrict our ability to develop commercially viable products. If we, and our collaborators or strategic partners, are unable to extend our results to new commercially important genes, experimental animal models, and human clinical studies, we may be unable to use our technology in all its intended applications. Also, delivery of ZFP TFs and ZFNs into cells and organisms, including humans, in these and other environments is limited by a number of technical hurdles, which we may be unable to surmount. This is a particular challenge for therapeutic applications of our technology that will require the use of gene transfer systems that may not be effective for the delivery of our ZFP TFs or ZFNs in a particular therapeutic application.

The expected value and utility of our ZFP TFs and ZFNs is in part based on our belief that the targeted or specific regulation of gene expression and targeted gene modification may enable us to develop a new therapeutic approach as well as to help scientists better understand the role of genes in disease, to aid their efforts

in drug discovery and development. We also believe that the regulation of gene expression and targeted gene addition will have utility in agricultural applications. There is only a limited understanding of the role of specific genes in all these fields. Life sciences companies have developed or commercialized only a few products in any of these fields based on results from genomic research or the ability to regulate gene expression. We, our collaborators, or our strategic partners, may not be able to use our technology to identify and validate drug targets or to develop commercial products in the intended markets.

We may be unable to license gene transfer technologies that we may need to commercialize our ZFP TF technology.

In order to regulate or modify a gene in a cell, the ZFP TF or ZFN must be efficiently delivered to the cell. We have licensed certain gene transfer technologies for use with our Enabling Technologies, which are ZFP TFs and ZFNs used in pharmaceutical discovery research and protein production. We are evaluating these systems and other technologies that may need to be used in the delivery of ZFP TFs or ZFNs into cells for in vitro and in vivo applications, including ZFP Therapeutics. However, we may not be able to license the gene transfer technologies required to develop and commercialize our ZFP Therapeutics. We have not developed our own gene transfer technologies, and we rely on our ability to enter into license agreements to provide us with rights to the necessary gene transfer technology. The inability to obtain a license to use gene transfer technologies with entities which own such technology on reasonable commercial terms, if at all, could delay or prevent the preclinical evaluation, clinical testing, and/or commercialization of our therapeutic product candidates.

We do not currently have the infrastructure or capability to manufacture therapeutic products on a commercial scale.

In order for us to commercialize these therapeutic products directly, we would need to develop, or obtain through outsourcing arrangements, the capability to execute all of these functions. If we are unable to develop or otherwise obtain the requisite preclinical, clinical, regulatory, manufacturing, marketing, and sales capabilities, we would be unable to directly commercialize our therapeutics products which would limit our future growth.

Even if our technology proves to be effective, it still may not lead to commercially viable products.

Even if our collaborators or strategic partners are successful in using our ZFP technology in drug discovery, protein production, therapeutic development, or plant agriculture, they may not be able to commercialize the resulting products or may decide to use other methods competitive with our technology. To date, no company has received marketing approval or has developed or commercialized any therapeutic or agricultural products based on our technology. Should our technology fail to provide safe, effective, useful, or commercially viable approaches to the discovery and development of these products, this would significantly limit our business and future growth and would adversely affect our value.

Even if our product development efforts are successful and even if the requisite regulatory approvals are obtained, our ZFP Therapeutics may not gain market acceptance among physicians, patients, healthcare payers and the medical community.

A number of additional factors may limit the market acceptance of products including the following:

- rate of adoption by healthcare practitioners;
- rate of a product’s acceptance by the target population;
- timing of market entry relative to competitive products;
- availability of alternative therapies;
- price of our product relative to alternative therapies;

- availability of third-party reimbursement;
- extent of marketing efforts by us and third-party distributors or agents retained by us; and
- side effects or unfavorable publicity concerning our products or similar products.

Adverse events in the field of gene therapy may negatively impact regulatory approval or public perception of our potential products.

Our potential therapeutic products are delivered to patients as gene-based drugs, or gene therapy. The clinical and commercial success of our potential products will depend in part on public acceptance of the use of gene therapy for the prevention or treatment of human diseases. Public attitudes may be influenced by claims that gene therapy is unsafe, and, consequently, our products may not gain the acceptance of the public or the medical community. Negative public reaction to gene therapy in general could result in greater government regulation and stricter labeling requirements of gene therapy products, including any of our products, and could cause a decrease in the demand for any products we may develop.

Our stock price is also influenced by public perception of gene therapy and government regulation of potential products.

Reports of serious adverse events in a retroviral gene transfer trial for infants with X-linked severe combined immunodeficiency (X-linked SCID) in France and subsequent FDA actions putting related trials on hold in the United States had a significant negative impact on the public perception and stock price of certain companies involved in gene therapy. Stock prices of these companies declined whether or not the specific company was involved with retroviral gene transfer for the treatment of infants with X-linked SCID, or whether the specific company's clinical trials were placed on hold in connection with these events. Other potential adverse events in the field of gene therapy may occur in the future that could result in greater governmental regulation of our potential products and potential regulatory delays relating to the testing or approval of our potential products.

We are at the development phase of operations and may not succeed or become profitable.

We began operations in 1995 and are in the early phases of ZFP Therapeutic product development. We have incurred significant losses and our net losses for the past three fiscal years ended 2008, 2007 and 2006 were $24.3 million, $21.5 million, and $17.9 million, respectively. To date, our revenues have been generated from strategic partners, Enabling Technology collaborations, and federal government and research foundation grants. Since 2005, we have placed significant emphasis on higher-value therapeutic product development and related strategic partnerships. This shift in emphasis has the potential to increase the return on investment to our stockholders by allocating capital resources to higher value, therapeutic product development activities. At the same time, it increases our financial risk by increasing expenses associated with product development. In addition, the preclinical or clinical failure of any single product, such as our Phase 2 clinical trials of SB-509, may have a significant effect on the actual or perceived value of our shares. Our business is subject to all of the risks inherent in the development of a new technology, which included the need to:

- attract and retain qualified scientific and technical staff and management, particularly scientific staff with expertise to develop our early-stage technology into therapeutic products;
- obtain sufficient capital to support the expense of developing our technology platform and developing, testing, and commercializing products;
- develop a market for our products;
- successfully transition from a company with a research focus to a company capable of supporting commercial activities; and
- attract and enter into research collaborations with research and academic institutions and scientists.

If our competitors develop, acquire, or market technologies or products that are more effective than ours, this would reduce or eliminate our commercial opportunity.

Any products that we or our collaborators or strategic partners develop by using our ZFP technology platform will enter into highly competitive markets. Even if we are able to generate ZFP Therapeutics that are safe and effective for their intended use, competing technologies may prove to be more effective or less expensive, which, to the extent these competing technologies achieve market acceptance, will limit our revenue opportunities. In some cases, competing technologies have proven to be satisfactorily effective and less expensive, as has been the case with technologies competitive with our Enabling Technology applications. Competing technologies may include other methods of regulating gene expression or modifying genes. ZFP TFs and ZFNs have broad application in the life sciences industry and compete with a broad array of new technologies and approaches being applied to genetic research by many companies. Competing proprietary technologies with our product development focus include:

- For ZFP Therapeutics:
  - small molecule drugs;
  - monoclonal antibodies;
  - recombinant proteins;
  - gene therapy/cDNAs;
  - antisense; and
  - siRNA and microRNA approaches
- For our Enabling Technology Applications:
  - *For protein production:* gene amplification, meganucleases, insulator technology, mini-chromosomes;
  - *For target validation:* antisense, siRNA; and
  - *For plant agriculture:* recombination approaches, mutagenesis approaches, meganucleases, mini-chromosomes;
- In addition to possessing competing technologies, our competitors include pharmaceutical and biotechnology companies with:
  - substantially greater capital resources than ours;
  - larger research and development staffs and facilities than ours; and
  - greater experience in product development and in obtaining regulatory approvals and patent protection;
- These organizations also compete with us to:
  - attract qualified personnel;
  - attract parties for acquisitions, joint ventures or other collaborations; and
  - license the proprietary technologies of academic and research institutions that are competitive with our technology, which may preclude us from pursuing similar opportunities.

Accordingly, our competitors may succeed in obtaining patent protection or commercializing products before us. In addition, any products that we develop may compete with existing products or services that are well established in the marketplace.

Our collaborators or strategic partners may decide to adopt alternative technologies or may be unable to develop commercially viable products with our technology, which would negatively impact our revenues and our strategy to develop these products.

Our collaborators or strategic partners may adopt alternative technologies, which could decrease the marketability of ZFP technology. Additionally, because many of our collaborators or strategic partners are likely to be working on more than one development project, they could choose to shift their resources to projects other than those they are working on with us. If they do so, this would delay our ability to test our technology and would delay or terminate the development of potential products based on our ZFP technology. Further, our collaborators and strategic partners may elect not to develop products arising out of our collaborative and strategic partnering arrangements or to devote sufficient resources to the development, manufacturing, marketing, or sale of these products. If any of these events occur, we may not be able to develop our technologies or commercialize our products.

We anticipate continuing to incur operating losses for the next several years. If material losses continue for a significant period, we may be unable to continue our operations.

We have generated operating losses since we began operations in 1995. The extent of our future losses and the timing of profitability are uncertain, and we expect to incur losses for the foreseeable future. We have been engaged in developing our ZFP TF technology since inception, which has and will continue to require significant research and development expenditures. In July 2007, we completed a registered direct offering to institutional investors for a total of 3,278,689 shares of common stock, at a price of $9.15 per share, resulting in net proceeds to us of $28.0 million. Also in July 2007, we entered into a license agreement and a related stock purchase agreement with Sigma-Aldrich Corporation (“Sigma”) under which we sold to Sigma 1.0 million shares of Sangamo’s common stock valued at $8.55 million. In June 2006, in an underwritten public offering and pursuant to an effective registration statement, we sold 3,100,000 shares of common stock at a public offering price of $6.75 per share, resulting in net proceeds of approximately $20.2 million. In November 2005, we completed a registered direct offering to institutional and strategic investors for a total of 5,080,000 shares of common stock at a price of $3.85 per share to the investors, resulting in net proceeds to Sangamo of approximately $18.2 million. To date, we have generated all other funding from revenues derived from strategic partnering agreements, Enabling Technology collaborations, federal government research grants and grants awarded by research foundations. As of December 31, 2008, we had an accumulated deficit of approximately $174.1 million. We expect to incur losses for the foreseeable future. These losses will increase as we expand and extend our research and development activities into human therapeutic product development. If the time required us to generate significant product revenues and achieve profitability is longer than we currently anticipate or if we are unable to generate liquidity through equity financing or other sources of funding, we may not be able to sustain our operations.

We may be unable to raise additional capital, which would harm our ability to develop our technology and products.

We have incurred significant operating losses and negative operating cash flows since inception and have not achieved profitability. We expect capital outlays and operating expenditures to increase over the next several years as we expand our infrastructure and research and ZFP Therapeutic product development activities. While we believe our financial resources will be adequate to sustain our current operations at least through 2010, we may seek additional sources of capital through equity or debt financing. In addition, as we focus our efforts on proprietary human therapeutics, we will need to seek FDA approval of potential products, a process that could cost in excess of $100 million per product. We cannot be certain that we will be able to obtain financing on terms acceptable to us, or at all. If adequate funds are not available, our business and our ability to develop our technology and ZFP Therapeutic products would be harmed.

Our stock price has been volatile and may continue to be volatile, which could result in substantial losses for investors.

During the past two years, our common stock price has fluctuated significantly, ranging from a low of $1.95 to a high of $13.65 during the year ended December 31, 2008, and a low of $6.22 to a high of $19.08 during the year ended December 31, 2007. The recent market instability caused by the turmoil in the financial industry has further contributed to the volatility of our stock price. Volatility in our common stock could cause stockholders to incur substantial losses. An active public market for our common stock may not be sustained, and the market price of our common stock may continue to be highly volatile. The market price of our common stock has fluctuated significantly in response to various factors, some of which are beyond our control, including but not limited to the following:

- announcements by us or future partners providing updates on the progress or development status of ZFP Therapeutics;
- data from clinical trials;
- changes in market valuations of similar companies;
- overall market conditions;
- deviations in our results of operations from the guidance given by us or estimates of securities analysts;
- announcements by us or our competitors of new or enhanced products, technologies or services or significant contracts, acquisitions, strategic relationships, joint ventures or capital commitments;
- regulatory developments;
- additions or departures of key personnel;
- future sales of our common stock or other securities by the Company, management or directors, liquidation of institutional funds that comprised large holdings of Sangamo stock; and
- decreases in our cash balances.

Our common stock is relatively thinly traded, which means large transactions in our common stock may be difficult to conduct in a short time frame.

We have a relatively low volume of daily trades in our common stock on the Nasdaq Global Market. For example, the average daily trading volume in our common stock on the Nasdaq Global Market over the ten-day trading period prior to February 1, 2009 was approximately 168,800 shares per day. Any large transactions in our common stock may be difficult to conduct and may cause significant fluctuations in the price of our common stock.

Because it is difficult and costly to protect our proprietary rights, and third parties have filed patent applications that are similar to ours, we cannot ensure the proprietary protection of our technologies and products.

Our commercial success will depend in part on obtaining patent protection of our technology and successfully defending any of our patents that may be challenged. The patent positions of pharmaceutical and biotechnology companies can be highly uncertain and can involve complex legal and factual questions. No consistent policy regarding the breadth of claims allowed in biotechnology patents has emerged to date. Accordingly, we cannot predict the breadth of claims allowed in patents we own or license.

We are a party to various license agreements that give us rights under specified patents and patent applications. Our current licenses, as our future licenses frequently will, contain performance obligations. If we fail to meet those obligations, the licenses could be terminated. If we are unable to continue to license these technologies on commercially reasonable terms, or at all, we may be forced to delay or terminate our product development and research activities.

With respect to our present and any future sublicenses, since our rights derive from those granted to our sublicensor, we are subject to the risk that our sublicensor may fail to perform its obligations under the master license or fail to inform us of useful improvements in, or additions to, the underlying intellectual property owned by the original licensor.

We are unable to exercise the same degree of control over intellectual property that we license from third parties as we exercise over our internally developed intellectual property. We do not control the prosecution of certain of the patent applications that we license from third parties; therefore, the patent applications may not be prosecuted exactly as we desire or in a timely manner.

The degree of future protection for our proprietary rights is uncertain, and we cannot ensure that:

- we or our licensors were the first to make the inventions covered by each of our pending patent applications;
- we or our licensors were the first to file patent applications for these inventions;
- the patents of others will not have an adverse effect on our ability to do business;
- others will not independently develop similar or alternative technologies or reverse engineer any of our products, processes or technologies;
- any of our pending patent applications will result in issued patents;
- any patents issued or licensed to us or our collaborators or strategic partners will provide a basis for commercially viable products or will provide us with any competitive advantages;
- any patents issued or licensed to us will not be challenged and invalidated by third parties; or
- we will develop additional products, processes or technologies that are patentable.

Others have filed and in the future are likely to file patent applications that are similar to ours. We are aware that there are academic groups and other companies that are attempting to develop technology that is based on the use of zinc finger and other DNA-binding proteins, and that these groups and companies have filed patent applications. Several patents have been issued, although we have no current plans to use the associated inventions. If these or other patents issue, it is possible that the holder of any patent or patents granted on these applications may bring an infringement action against our collaborators, strategic partners, or us claiming damages and seeking to enjoin commercial activities relating to the affected products and processes. The costs of litigating the claim could be substantial. Moreover, we cannot predict whether we, our collaborators, or strategic partners would prevail in any actions. In addition, if the relevant patent claims were upheld as valid and enforceable and our products or processes were found to infringe the patent or patents, we could be prevented from making, using, or selling the relevant product or process unless we could obtain a license or were able to design around the patent claims. We can give no assurance that such a license would be available on commercially reasonable terms, or at all, or that we would be able to successfully design around the relevant patent claims. There may be significant litigation in the genomics industry regarding patent and other intellectual property rights, which could subject us to litigation. If we become involved in litigation, it could consume a substantial portion of our managerial and financial resources.

We cannot guarantee that third parties will not challenge our intellectual property. One of our in-licensed foreign patents, licensed to Sangamo from Johns Hopkins University which forms the basis for five European Regional Phase patents, has been revoked as a result of an opposition by a third party. Our licensor, The Johns Hopkins University, appealed the revocation but in April 2007, the European Technical Board of Appeal released its decision dismissing the appeal. This outcome may limit our ability to exclude potential competitors in the field of targeted recombination and gene correction in Europe but does not affect our ability to practice our targeted recombination and gene correction programs in Europe. Moreover, we also hold licenses to six US patents to the technology covered by the opposed European patent, and hold licenses to related applications

pending in Canada and Japan. As of February 1, 2009, US patent number US6,265,196, licensed to Sangamo from The Johns Hopkins University, was undergoing re-examination. In addition in 2008, US5,792,640, also licensed from Johns Hopkins University, completed a first re-examination process and a re-exam certificate was issued on September 9, 2008. However, a second re-exam proceeding was ordered on November 4, 2008. We cannot predict the outcome of the reexamination, which may be unfavorable to us.

We rely on trade secrets to protect technology where we believe patent protection is not appropriate or obtainable. Trade secrets, however, are difficult to protect. While we require employees, academic collaborators, and consultants to enter into confidentiality agreements, we may not be able to adequately protect our trade secrets or other proprietary information or enforce these confidentiality agreements.

Our collaborators, strategic partners, and scientific advisors have rights to publish data and information in which we may have rights. If we cannot maintain the confidentiality of our technology and other confidential information in connection with our collaborations and strategic partnerships, then we may not be able to receive patent protection or protect our proprietary information.

Failure to attract, retain, and motivate skilled personnel and cultivate key academic collaborations will delay our product development programs and our research and development efforts.

We are a small company with 77 full-time employees as of February 1, 2009, and our success depends on our continued ability to attract, retain, and motivate highly qualified management and scientific personnel and our ability to develop and maintain important relationships with leading research and academic institutions and scientists. Competition for personnel and academic and other research collaborations is intense. The success of our technology development programs depends on our ability to attract and retain highly trained personnel. We have experienced a rate of employee turnover that we believe is typical of emerging biotechnology companies. If we lose the services of personnel with the necessary skills, it could significantly impede the achievement of our research and development objectives. We are not presently aware of any plans of specific employees to retire or otherwise leave the company. If we fail to negotiate additional acceptable collaborations with academic and other research institutions and scientists, or if our existing collaborations are unsuccessful, our ZFP Therapeutic development programs may be delayed or may not succeed.

If conflicts arise between us and our collaborators, strategic partners, scientific advisors, or directors, these parties may act in their self-interest, which may limit our ability to implement our strategies.

If conflicts arise between our corporate or academic collaborators, strategic partners, or scientific advisors or directors and us, the other party may act in its self-interest, which may limit our ability to implement our strategies. Some of our academic collaborators and strategic partners are conducting multiple product development efforts within each area that is the subject of the collaboration with us. Our collaborators or strategic partners, however, may develop, either alone or with others, products in related fields that are competitive with the products or potential products that are the subject of these collaborations. Competing products, either developed by the collaborators or strategic partners or to which the collaborators or strategic partners have rights, may result in the withdrawal of partner support for our product candidates.

Some of our collaborators or strategic partners could also become competitors in the future. Our collaborators or strategic partners could develop competing products, preclude us from entering into collaborations with their competitors, fail to obtain timely regulatory approvals, terminate their agreements with us prematurely, or fail to devote sufficient resources to the development and commercialization of products. Any of these developments could harm our product development efforts.

If we do not successfully commercialize ZFP-based research reagents under our license agreement with Sigma-Aldrich Corporation or ZFP-based agricultural products with Dow AgroSciences, or if Sigma or Dow AgroSciences terminates our agreements, our ability to generate revenue under these license agreements may be limited.

In July 2007, we entered into a license agreement with Sigma to collaborate in the application and development of ZFP-based products for use in the laboratory research reagents markets, and in June 2008, following a research period, Dow AgroSciences (DAS) exercised its commercial license option under a license agreement with Sangamo relating to plant agriculture. These agreements provide Sigma with access to Sangamo's ZFP technology and the exclusive right to use Sangamo's ZFP technology to develop and commercialize products for use as research reagents and to offer services in related research fields, and provide DAS with the exclusive right to develop agricultural products using our ZFP technology in plant cells, plants, or plant cell cultures. Both companies also have the right to sublicense our technology in their respective areas. In addition to upfront payments, Sangamo may also receive additional license fees, shared sublicensing revenues, royalty payments and milestone payments depending on the success of the development and commercialization of the licensed products and services covered under both agreements. The commercial milestones and royalties are based upon net sales of licensed products.

We cannot be certain that Sigma, DAS and Sangamo will succeed in the development of commercially viable products in these fields of use, and there is no guarantee that Sigma, DAS and Sangamo will achieve the milestones set forth in the respective license agreements. To the extent Sigma, DAS and Sangamo do not succeed in developing and commercializing products or if Sigma, DAS and Sangamo fail to achieve such milestones, our revenues and benefits under the license agreements will be limited. In addition, the respective license agreements may be terminated by Sigma and DAS at any time by providing us with a 90-day notice. In the event Sigma or DAS decides to terminate the license agreements, our ability to generate revenue under such license agreements will cease.

If we do not successfully commercialize certain ZFP Therapeutic programs relating to diabetic neuropathy under our agreement with JDRF, JDRF may have the right to continue to advance the program and we may lose control of the intellectual property generated in the collaboration and development of the product and may only receive a portion of the revenue generated if commercialization by JDRF is successful.

In October 2006, we entered into a Research, Development and Commercialization Agreement with JDRF. Under the agreement and subject to its terms and conditions, including our achievement of certain milestones associated with our Phase 2 clinical trial of SB-509 (SB-509-601) for the treatment of diabetic neuropathy, JDRF has paid us a total of $2.5 million through December 31, 2008. We are obligated to cover the costs of the Phase 2 trial that are not covered by JDRF's grant.

Under the agreement, we are obligated to use commercially reasonable efforts to carry out the Phase 2 trial and, thereafter, to develop and commercialize, a product containing SB-509 for the treatment of diabetes and complications of diabetes. If we fail to satisfy these obligations, JDRF may have the right, subject to certain limitations, to obtain an exclusive, sublicensable license, to the intellectual property generated by us in the course of the Phase 2 trial, to make and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes. If JDRF obtains such a license, it is obligated to pay us a percentage of its revenues from product sales and sublicensing arrangements. If JDRF fails to satisfy its obligations to develop and commercialize a product containing SB-509 under the Agreement, then their license rights will terminate and we will receive a non-exclusive, fully paid license, for any intellectual property developed during JDRF's use of the license, to research, develop and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes. There is no guarantee that we will be successful in commercializing a product containing SB-509 in the future. If we fail to do so under the agreement with JDRF, we may lose control of the intellectual property generated in the development of the product and may only receive a portion of the revenue generated if commercialization by JDRF is successful.

Regulatory approval, if granted, may be limited to specific uses or geographic areas, which could limit our ability to generate revenues.

Regulatory approval will be limited to the indicated use for which we can market a product. Further, once regulatory approval for a product is obtained, the product and its manufacturer are subject to continual review. Discovery of previously unknown problems with a product or manufacturer may result in restrictions on the product, manufacturer, and manufacturing facility, including withdrawal of the product from the market. In Japan and Europe, regulatory agencies also set or approve prices.

Even if regulatory clearance of a product is granted, this clearance is limited to those specific states and conditions for which the product is useful, as demonstrated through clinical trials. We cannot ensure that any ZFP Therapeutic product developed by us, alone or with others, will prove to be safe and effective in clinical trials and will meet all of the applicable regulatory requirements needed to receive marketing clearance in a given country.

Outside the United States, our ability to market a product is contingent upon receiving a marketing authorization from the appropriate regulatory authorities, so we cannot predict whether or when we would be permitted to commercialize our product. These foreign regulatory approval processes include all of the risks associated with FDA clearance described above.

Our collaborations with outside scientists may be subject to change, which could limit our access to their expertise.

We work with scientific advisors and collaborators at academic research institutions. These scientists are not our employees and may have other commitments that would limit their availability to us. Although our scientific advisors generally agree not to do competing work, if a conflict of interest between their work for us and their work for another entity arises, we may lose their services. Although our scientific advisors and academic collaborators sign agreements not to disclose our confidential information, it is possible that some of our valuable proprietary knowledge may become publicly known through them, which may cause competitive harm to our business.

Laws or public sentiment may limit the production of genetically modified agricultural products in the future, and these laws could reduce our partner's ability to sell these products.

Genetically modified products are currently subject to public debate and heightened regulatory scrutiny, either of which could prevent or delay production of agricultural products. In October 2005, we entered into a Research License and Commercial Option Agreement with DAS. In June 2008, DAS exercised its option for a commercial license to our technology. Under this agreement, we will provide DAS with access to our proprietary ZFP technology and the exclusive right to use our ZFP technology to modify the genomes or alter the nucleic acid or protein expression of plant cells, plants, or plant cell cultures. The field-testing, production, and marketing of genetically modified plants and plant products are subject to federal, state, local, and foreign governmental regulation. Regulatory agencies administering existing or future regulations or legislation may not allow production and marketing of our genetically modified products in a timely manner or under technically or commercially feasible conditions. In addition, regulatory action or private litigation could result in expenses, delays, or other impediments to our product development programs or the commercialization of resulting products.

The FDA currently applies the same regulatory standards to foods developed through genetic engineering as those applied to foods developed through traditional plant breeding. Genetically engineered food products, however, will be subject to pre-market review if these products raise safety questions or are deemed to be food additives. Governmental authorities could also, for social or other purposes, limit the use of genetically modified products created with our gene regulation technology.

Even if we are able to obtain regulatory approval for genetically modified products, our success will also depend on public acceptance of the use of genetically modified products including drugs, plants, and plant products. Claims that genetically modified products are unsafe for consumption or pose a danger to the environment may influence public attitudes. Our genetically modified products may not gain public acceptance. The subject of genetically modified organisms has received negative publicity in the United States and particularly in Europe, and such publicity has aroused public debate. The adverse publicity in Europe could lead to greater regulation and trade restrictions on imports of genetically altered products. Similar adverse public reaction or sentiment in the United States to genetic research and its resulting products could result in greater domestic regulation and could decrease the demand for our technology and products.

If we use biological and hazardous materials in a manner that causes injury or violates laws, we may be liable for damages.

Our research and development activities involve the controlled use of potentially harmful biological materials as well as hazardous materials, chemicals, and various radioactive compounds typically employed in molecular and cellular biology. We routinely use cells in culture and gene delivery vectors, and we employ small amounts of radioisotopes in trace experiments. Although we maintain up-to-date licensing and training programs, we cannot completely eliminate the risk of accidental contamination or injury from the use, storage, handling, or disposal of these materials. In the event of contamination or injury, we could be held liable for damages that result, and any liability could exceed our resources. We currently carry insurance covering claims arising from our use of these materials. However, if we are unable to maintain our insurance coverage at a reasonable cost and with adequate coverage, our insurance may not cover any liability that may arise. We are subject to federal, state, and local laws and regulations governing the use, storage, handling, and disposal of these materials and specified waste products. To date, we have not experienced significant costs in complying with regulations regarding the use of these materials.

Anti-takeover provisions in our certificate of incorporation and Delaware law could make an acquisition of the Company more difficult and could prevent attempts by our stockholders to remove or replace current management.

Anti-takeover provisions of Delaware law and in our certificate of incorporation and our bylaws may discourage, delay or prevent a change in control of our company, even if a change in control would be beneficial to our stockholders. In addition, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. In particular, under our certificate of incorporation our board of directors may issue up to 5,000,000 shares of preferred stock with rights and privileges that might be senior to our common stock, without the consent of the holders of the common stock. Moreover, without any further vote or action on the part of the stockholders, the board of directors would have the authority to determine the price, rights, preferences, privileges, and restrictions of the preferred stock. This preferred stock, if it is ever issued, may have preference over, and harm the rights of, the holders of common stock. Although the issuance of this preferred stock would provide us with flexibility in connection with possible acquisitions and other corporate purposes, this issuance may make it more difficult for a third party to acquire a majority of our outstanding voting stock.

Similarly, our authorized but unissued common stock is available for future issuance without stockholder approval.

In addition, our bylaws:

- state that stockholders may not act by written consent but only at a stockholders' meeting;
- establish advance notice requirements for nominations for election to the board of directors or proposing matters that can be acted upon at stockholders' meetings; and
- prohibit stockholders from calling a special meeting of stockholders.

We are also subject to Section 203 of the Delaware General Corporation Law, which provides, subject to certain exceptions, that if a person acquires 15% of our voting stock, the person is an "interested stockholder" and may not engage in "business combinations" with us for a period of three years from the time the person acquired 15% or more or our voting stock.

Insiders have control over Sangamo and could delay or prevent a change in corporate control.

The interest of management could conflict with the interest of our other stockholders. Our executive officers and directors beneficially own, in the aggregate, approximately 10% of our outstanding common stock as of December 31, 2008. As a result, these stockholders, if they choose to act together, may have a material impact on all matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions. This could have the effect of delaying or preventing a change of control of Sangamo, which in turn could reduce the market price of our stock.

ITEM 1B – UNRESOLVED STAFF COMMENTS

None.

ITEM 2 – PROPERTIES

We currently lease approximately 27,000 square feet of research and office space located at 501 Canal Boulevard in Richmond, California. The lease expires in August of 2014. We believe such facilities are sufficient for the foreseeable future.

ITEM 3 – LEGAL PROCEEDINGS

We are not a party to any material legal proceeding.

ITEM 4 – SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

Not applicable.

PART II

ITEM 5 – MARKET FOR THE REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock has traded on the Nasdaq Global Market under the symbol "SGMO" since our initial public offering on April 6, 2000.

The high and low closing prices of our common stock for each quarterly period during the last two fiscal years as reported by the NASDAQ Global Market were as follows:

Common Stock

	Price	
	High	Low
Year ended December 31, 2007		
First Quarter	$ 8.85	$ 6.22
Second Quarter	$ 8.54	$ 6.57
Third Quarter	$ 14.11	$ 8.36
Fourth Quarter	$ 19.08	$ 12.39
Year ended December 31, 2008		
First Quarter	$ 13.37	$ 8.83
Second Quarter	$ 13.65	$ 8.77
Third Quarter	$ 11.52	$ 6.91
Fourth Quarter	$ 8.04	$ 1.95

Holders

As of February 1, 2009, there were approximately 90 holders of record of Sangamo's common stock. This number does not include "street name" or beneficial holders, whose shares are held of record by banks, brokers and other financial institutions.

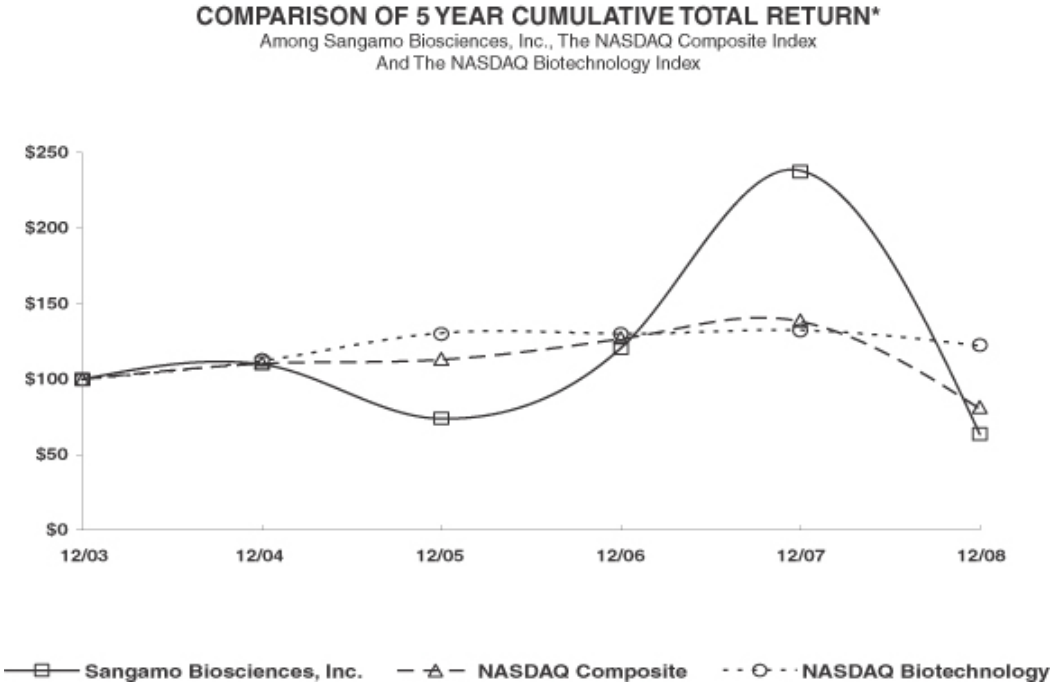
Dividends

Sangamo has not paid dividends on its common stock, and currently does not plan to pay any cash dividends in the foreseeable future.

Stock Trading Plans

From time to time our directors, executive officers and other insiders may adopt stock trading plans pursuant to Rule 10b5-1 of the Securities Exchange Act of 1934, as amended. These plans are established to allow individuals to diversify their investment portfolio while avoiding conflicts of interest or the appearance of any such conflict that might arise from their positions with the company. Starting in the first quarter of 2002, three of our officers, including Edward O. Lanphier II, President and CEO, and two of our directors have made periodic sales of the Company's stock pursuant to such plans.

Stock Performance Graph



* This comparison is based on return assuming $100 invested on December 31, 2003 in stock or index, assuming reinvestment of all dividends. Fiscal year ending December 31.

The above Stock Performance Graph and related information shall not be deemed "soliciting material" or to be "filed" with the Securities and Exchange Commission, nor shall such information be incorporated by reference into any future filing under the Securities Act of 1933 or Securities Exchange Act of 1934, each as amended, except to the extent that the Company specifically incorporates it by reference into such filing.

ITEM 6 – SELECTED FINANCIAL DATA

The following Selected Financial Data should be read in conjunction with "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations" and "Item 8—Financial Statements and Supplementary Data" included elsewhere in this Annual Report on Form 10-K.

Selected Financial Data

	Year Ended December 31,				
	2008	2007	2006	2005	2004
	(In thousands, except per share data)				
Statement of Operations Data:					
Total revenues	$ 16,186	$ 9,098	$ 7,885	$ 2,484	$ 1,315
Operating expenses:					
Research and development	31,229	25,559	21,527	10,909	11,184
General and administrative	10,332	8,310	7,087	5,323	4,781
Total operating expenses	41,561	33,869	28,614	16,232	15,965
Loss from operations	(25,375)	(24,771)	(20,729)	(13,748)	(14,650)
Interest income, net	2,231	3,217	2,411	850	620
Other (expense)/income	(1,158)	74	454	(395)	212
Net loss	$ (24,302)	$ (21,480)	$ (17,864)	$ (13,293)	$ (13,818)
Basic and diluted net loss per common share	$ (0.60)	$ (0.58)	$ (0.55)	$ (0.51)	$ (0.55)
Shares used in computing basic and diluted net loss per common share	40,825	37,355	32,502	25,855	25,126

	Year Ended December 31,				
	2008	2007	2006	2005	2004
	(In thousands)				
Allocation of Stock-Based Compensation to Operating Expenses:					
Research and development	$ 2,718	$ 1,449	$ 1,229	$ 300	$ 649
General and administrative	3,030	988	787	1	14
Total stock-based compensation	$ 5,748	$ 2,437	$ 2,016	$ 301	$ 663

	As of December 31,				
	2008	2007	2006	2005	2004
	(In thousands)				
Balance Sheet Data:					
Cash, cash equivalents, marketable securities, and interest receivable	$ 65,025	$ 81,412	$ 53,975	$ 47,174	$ 33,520
Working capital	54,221	72,437	49,856	41,668	32,028
Total assets	67,850	83,900	55,780	48,983	34,725
Accumulated deficit	(174,054)	(149,752)	(128,272)	(110,408)	(97,115)
Total stockholders' equity	55,396	72,122	48,705	37,814	32,377

ITEM 7 – MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The discussion in "Management's Discussion and Analysis of Financial Condition and Results of Operations" contains trend analysis, estimates and other forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements include, without limitation, statements containing the words "believes," "anticipates," "expects," "continue," and other words of similar import or the negative of those terms or expressions. Such forward-looking statements are subject to known and unknown risks, uncertainties, estimates and other factors that may cause the actual results, performance or achievements of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Actual results could differ materially from those set forth in such forward-looking statements as a result of, but not limited to, the "Risk Factors" described in Part I, Item 1A. You should read the following discussion and analysis along with the "Selected Financial Data" and the financial statements and notes attached to those statements included elsewhere in this report.

Overview

We were incorporated in June 1995. From our inception through December 31, 2008, our activities related primarily to establishing and operating a biotechnology research and development organization and developing relationships with our corporate collaborators. Our scientific and business development endeavors currently focus on the engineering of novel zinc finger DNA-binding proteins (ZFPs) for the regulation and modification of genes. We have incurred net losses since inception and expect to incur losses in the future as we continue our research and development activities. To date, we have funded our operations primarily through the issuance of equity securities, borrowings, payments from research grants and from corporate collaborators and strategic partners. As of December 31, 2008, we had an accumulated deficit of $174.1 million.

Our revenues have consisted primarily of revenues from our corporate partners for ZFP transcription factors (ZFP TFs) and ZFP nucleases (ZFNs), contractual payments from strategic partners for research programs and research milestones, and research grant funding. We expect revenues will continue to fluctuate from period to period and there can be no assurance that new collaborations or partner fundings will continue beyond their initial terms.

In the development of our ZFP technology platform we have continued to place more emphasis internally on higher-value therapeutic product development and less on our Enabling Technology applications. We believe this shift in emphasis has the potential to increase the return on investment to our stockholders by allocating capital resources to higher value, therapeutic product development activities. At the same time, it may reduce our revenues over the next several years and subject us to higher financial risk by increasing expenses associated with product development. We have filed Investigational New Drug (IND) applications with the U.S. Food and Drug Administration (FDA) and have initiated three Phase 2 clinical trials of a ZFP Therapeutic in subjects with diabetic neuropathy and one Phase 2 clinical trial in subjects with ALS. We are also conducting a Phase 1 clinical trial to evaluate a ZFP Therapeutic for the treatment of HIV/AIDS. Development of novel therapeutic products is costly and is subject to a lengthy and uncertain regulatory process by the FDA. Our future products are gene-based therapeutics. Adverse events in both our own clinical program and other programs may have a negative impact on regulatory approval, the willingness of potential commercial partners to enter into agreements and the perception of the public.

Research and development expenses consist primarily of salaries and personnel expenses, stock-based compensation expenses, laboratory supplies, pre-clinical and clinical studies, manufacturing expenses, allocated facilities expenses, subcontracted research expenses and expenses for trademark registration and technology licenses. Research and development costs incurred in connection with collaborator-funded activities are expensed as incurred. Costs to acquire technologies that are utilized in research and development and that have no alternative future use are expensed as incurred. We believe that continued investment in research and

development is critical to attaining our strategic objectives. We expect these expenses will increase as we focus on development of ZFP Therapeutics. Additionally, in order to develop ZFP TFs and ZFNs as commercially relevant therapeutics, we expect to expend additional resources for expertise in the manufacturing, regulatory affairs and clinical research aspects of biotherapeutic development.

General and administrative expenses consist primarily of salaries and personnel expenses for executive, finance and administrative personnel, stock-based compensation expenses, professional fees, allocated facilities expenses, patent prosecution expenses and other general corporate expenses. As we pursue commercial development of our therapeutic leads we expect the business aspects of the Company to become more complex. We may be required in the future to add personnel and incur additional costs related to the maturity of our business.

Critical Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Such estimates are described in "Note 1—Organization and Summary of Significant Accounting Policies," in the Notes to Consolidated Financial Statements in Part II, Item 8 of this Form 10-K. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances, the results of which form our basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources, and evaluate our estimates on an ongoing basis. Actual results could differ from those estimates under different assumptions or conditions.

Results of Operations

Years Ended December 31, 2008, 2007 and 2006

Revenues

	Year Ended December 31,							
	2008	2007	Change	% Change	2007	2006	Change	% Change
	(In thousands, except percentage values)							
Revenues:								
Collaboration agreements	$14,492	$6,781	$7,711	114%	$6,781	$6,625	$ 156	2%
Research grants	1,694	2,317	(623)	(27)%	2,317	1,260	1,057	84%
Total revenues	$16,186	$9,098	$7,088	78%	$9,098	$7,885	$1,213	15%

Total revenues consisted of revenues from collaboration agreements, strategic partnerships and research grants. We anticipate revenues over the next several years primarily related to our research license and commercial option agreement with Dow AgroSciences LLC ("DAS"), a wholly owned indirect subsidiary of Dow Chemical Corporation and our laboratory research reagents license agreement with Sigma-Aldrich Corporation ("Sigma").

Revenues from our corporate collaboration and strategic partnering agreements were $14.5 million in 2008, compared to $6.8 million in 2007 and $6.6 million in 2006. The increase in 2008 from 2007 was attributable to increased revenues of approximately $2.9 million in connection with our research and commercial license agreements with Pfizer Inc ("Pfizer"), increased revenues of $2.6 million in connection with our laboratory research reagents license agreement with Sigma, increased revenues of $2.1 million in connection with our research license and commercial option agreement with DAS and increased revenues of $106,000 in connection

with our research and license agreement with Genentech, Inc. The increase in 2007 from 2006 was primarily attributable to revenues of approximately $1.1 million in connection with our laboratory research reagents license agreement with Sigma, revenues of $283,000 in connection with our research and license agreement with Genentech, Inc. and increased revenues of $62,000 in connection with our research license and commercial option agreement with DAS. This was partially offset by decreased revenues from Pfizer of $651,000 and Johnson & Johnson of $600,000.

Research grant revenues were $1.7 million in 2008, $2.3 million in 2007 and $1.3 million in 2006. The decrease in 2008 from 2007 was primarily attributable to decreased revenues of $500,000 related to our grant with the Juvenile Diabetes Research Foundation International ("JDRF"), $318,000 in connection with our Advanced Technology Program ("ATP") grant awarded by the National Institute of Standards and Technology and $43,000 related to our Cystic Fibrosis grant awarded by the Cystic Fibrosis Foundation. This was partially offset by increased revenues of $156,000 related to our grant with the Michael J. Fox Foundation for Parkinson's Research ("MJFF") and $82,000 related to our grant with the Defense Advanced Research Projects Agency. The increase in 2007 from 2006 was primarily attributable to increased revenues of $1.5 million related to our grant with JDRF and $397,000 related to our grant with MJFF. This was partially offset by decreased revenues of $635,000 in connection with our ATP grant awarded by the National Institute of Standards and Technology, $144,000 in connection with our Cystic Fibrosis grant awarded by the Cystic Fibrosis Foundation and $100,000 in connection with our ZFN-driven Gene Disruption of CCR5 as a Potential Treatment of AIDS grant awarded by the National Institutes of Health.

Operating Expenses

	Year Ended December 31,							
	2008	2007	Change	% Change	2007	2006	Change	% Change
	(In thousands, except percentage values)							
Operating expenses:								
Research and development	$31,229	$25,559	$5,670	22%	$25,559	$21,527	$4,032	19%
General and administrative	10,332	8,310	2,022	24%	8,310	7,087	1,223	17%
Total operating expenses	$41,561	$33,869	$7,692	23%	$33,869	$28,614	$5,255	18%

Research and development expenses

Research and development expenses consist primarily of salaries and personnel expenses, stock-based compensation expense, laboratory supplies, pre-clinical and clinical studies, manufacturing costs, allocated facilities expenses, subcontracted research expenses and expenses for trademark registration and technology licenses. We expect to continue to devote substantial resources to research and development in the future and expect research and development expenses to increase in the next several years if we are successful in advancing our ZFP Therapeutic product candidates into clinical trials. To the extent we collaborate with others with respect to clinical trials, increases in research and development expenses may be reduced or avoided.

Research and development expenses were $31.2 million in 2008, compared to $25.6 million in 2007 and $21.5 million in 2006. The increase of $5.7 million in 2008 from 2007 was primarily due to increased pre-clinical and clinical studies and manufacturing expenses of $3.0 million, primarily associated with our diabetic neuropathy program and increased salaries and personnel expenses of $1.4 million, including increased stock-based compensation expenses of $1.3 million. The increase in stock-based compensation was due to increased grant activity, higher Black-Scholes value per share and a lower estimated forfeiture rate which the Company believes is more representative of its historical experience. Consulting expenses increased by $972,000, primarily in support of our diabetic neuropathy program, and facility expenses increased by $510,000 primarily due to the Company leasing additional space. This was partially offset by decreased expenses related to licensing and external research of $271,000. The increase of $4.0 million in 2007 from 2006 was primarily due to increased pre-clinical and clinical studies and manufacturing expenses of $6.2 million, primarily associated with

our diabetic neuropathy program, increased salaries and personnel expenses of $1.8 million, including increased stock-based compensation expenses of $219,000, and increased laboratory supplies of $512,000 and facilities of $469,000. This was partially offset by decreased licensing expenses of $5.3 million, primarily associated with the 2006 acquisition of all assets in Edwards Lifesciences LLC ZFP therapeutic angiogenesis program valued at $5.8 million.

Our current research and development programs are focused on the advancement of our ZFP TF technology for several potential applications. Among these are ZFP Therapeutics for neurological disorders, HIV/AIDS, cancer and monogenic diseases, ZFP-engineered cell lines, protein production and ZFP TFs and ZFNs for applications in agricultural biotechnology.

Below is a summary of our programs partially funded by collaborators and the development phase of the leading application:

Program	Collaborator	Stage
ZFP technology to modify the genomes or alter the protein expression of plant cells, plants, or plant cell cultures	Dow AgroSciences	Research/Marketing
ZFP technology for high value laboratory research reagents	Sigma-Aldrich Corporation	Research/Marketing
ZFP-engineered cell lines for the manufacture of protein pharmaceuticals	Genentech, Inc.	Research/Marketing
ZFP-engineered cell lines for the manufacture of protein pharmaceuticals	Pfizer Inc	Research/Marketing

Below is a summary of our programs funded internally and the development stage of the leading application:

Program	Stage
ZFP Therapeutics	Clinical/Preclinical/Research
ZFP TF-engineered cell lines for the manufacture of protein pharmaceuticals	Research

Drug development is inherently uncertain and the successful completion of our development programs is subject to numerous technological challenges and risks and we cannot presently estimate anticipated completion dates for any of our programs. Material cash inflows associated with the sale of products, if any, which result from our research efforts are not expected for at least five years. See Risk Factors—"*Our potential therapeutic products are subject to a lengthy and uncertain regulatory process, and if these potential products are not approved, we will not be able to commercialize these products" and "Our gene regulation and gene modification technology is relatively new, and if we are unable to use this technology in all our intended applications, it would limit our revenue opportunities*."

Prior to January 1, 2008, due to the early stage of our various internal research and development projects, we did not track costs associated with our internal projects on a project-by-project basis. Since January 1, 2008, management categorizes research and development expenses by project. The table below shows research and development expenses for our two primary clinical development projects, SB-509 and SB-728-T, as well as expenses associated with all other projects in our research and development pipeline. Other projects consist primarily of numerous pre-clinical research projects and activity associated with various research collaborations.

Projects	Year Ended December 31, 2008 (In millions)
SB-509	$ 13,202
SB-728-T	3,985
Other research and development projects	14,042
Total research and development expenses	$ 31,229

General and administrative expenses

General and administrative expenses consist primarily of salaries and personnel expenses for executive, finance and administrative personnel, stock-based compensation expenses, professional fees, allocated facilities expenses, patent prosecution expenses and other general corporate expenses. As we pursue commercial development of our therapeutic leads, we expect the business aspects of the Company to become more complex. We may be required in the future to add personnel and incur additional costs related to the maturity of our business.

General and administrative expenses were $10.3 million in 2008, $8.3 million in 2007 and $7.1 million in 2006. The increase of $2.0 million in 2008 from 2007 was primarily due to increased salaries and personnel expenses of $2.3 million, including increased stock-based compensation of $2.0 million, partially offset by decreased expenses related to professional services of $214,000. The increase in stock-based compensation was due to increased grant activity, higher Black-Scholes value per share and a lower estimated forfeiture rate as noted above. The increase of $1.2 million during 2007 was primarily due to increased expenses related to professional services of $719,000 and salaries and personnel expenses of $403,000, including increased stock-based compensation of $201,000.

Interest income, net

	Year Ended December 31,							
	2008	2007	Change	% Change	2007	2006	Change	% Change
	(In thousands, except percentage values)							
Interest income, net	$2,231	$3,217	$(1,084)	(31)%	$3,217	$2,411	$ 806	33%

Net interest income was $2.1 million in 2008, compared to $3.2 million in 2007, and $2.4 million in 2006. The decrease in 2008 from 2007 was primarily due to lower interest income earned of $1.1 million due to lower average investment balances and lower interest rates. The increase of $806,000 in 2007 from 2006 was primarily related to higher interest income earned on higher average cash and investment balances from the July 2007 equity financing.

Other (expense)/income

	Year Ended December 31,							
	2008	2007	Change	% Change	2007	2006	Change	% Change
	(In thousands, except percentage values)							
Other (expense)/income	$(1,158)	$74	$(1,134)	(1665)%	$74	$454	$ (380)	(84)%

Other (expense)/income is primarily comprised of foreign currency translation gains and losses related to the cash balance held by our wholly-owned UK subsidiary, Gendaq Limited. The loss in 2008 compared to the gain in 2007, and the decrease in 2007 from 2006 are due to fluctuations in the value of the British pound relative to the U.S. dollar.

Liquidity and Capital Resources

Since inception, we have financed our operations primarily through the sale of equity securities, payments from corporate collaborators, research grants and financing activities such as a bank line of credit. As of December 31, 2008, we had cash, cash equivalents, investments and interest receivable totaling $65.0 million.

Net cash used in operating activities was $18.5 million in 2008, $16.1 million in 2007 and $14.5 million in 2006. In all periods, net cash used in operating activities was primarily due to funding of net operating losses.

During 2008, the use of cash related to our net operating loss of $24.3 million was partially offset by net non-cash charges of $5.1 million and changes in operating assets and liabilities of $685,000. Non-cash charges include $5.7 million related to stock-based compensation and depreciation and amortization of $523,000. This was partially offset by net amortization of premium / discount on marketable securities of $1.1 million. The net increase in operating liabilities was primarily comprised of increases in deferred revenues of $1.2 million and accounts payable and accrued liabilities of $310,000. This was partially offset by decreases in accrued compensation and employee benefits of $811,000. During 2007, the use of cash related to our net operating loss of $21.5 million was partially offset by net non-cash charges of $566,000 and changes in operating assets and liabilities of $4.8 million. Non-cash charges include $2.4 million related to stock-based compensation and depreciation and amortization of $274,000. This was partially offset by net amortization of premium / discount on marketable securities of $2.1 million. The net increase in operating liabilities was primarily comprised of increases in deferred revenues of $2.6 million and accounts payable and accrued liabilities of $1.8 million. During 2006, the use of cash related to our net operating loss of $17.9 million and changes in operating assets and liabilities of $3.7 million, partially offset by net non-cash charges of $7.1 million. Non-cash charges include $5.8 million related to issuance of common stock for Edwards' asset purchase, $2.0 million related to stock-based compensation and depreciation of $171,000, partially offset by amortization of premium / discount on marketable securities of $857,000. The net decreases in operating liabilities are mainly attributable to decreases in deferred revenues of $4.2 million partially offset by net decreases in asset balances of $370,000.

Net cash provided by investing activities was $23.8 million in 2008. Net cash used in investing activities was $26.6 million in 2007 and $12.2 million in 2006. Cash provided by investing activities in 2008 was primarily comprised of maturities of marketable securities of $101.4 million and proceeds from sales of marketable securities of $5.6 million, partially offset by purchases of marketable securities of $82.5 million and property and equipment of $739,000. Cash used in investing activities in 2007 was primarily comprised of purchases of marketable securities of $119.9 million and purchases of property and equipment of $1.4 million, partially offset by maturities of marketable securities of $93.3 million and proceeds from sales of marketable securities of $1.3 million. Cash used in investing activities in 2006 was primarily comprised of purchases of marketable securities of $67.1 million and purchases of property and equipment of $374,000, partially offset by maturities of marketable securities of $55.3 million.

Net cash provided by financing activities was $1.8 million in 2008, $42.3 million in 2007 and $20.9 million in 2006. Cash provided by financing activities in 2008 was related to proceeds from issuance of common stock related to stock option exercises. In July 2007, the company completed a registered direct offering to institutional and strategic investors for a total of 3,278,689 shares of common stock at a price of $9.15 per share to the investors, resulting in net proceeds to Sangamo of approximately $28.0 million. In July 2007, pursuant to a laboratory research reagents license agreement with Sigma, the company issued one million shares of common stock valued at $8.55 per share to Sigma, resulting in proceeds of $8.6 million. In June 2006, in an underwritten public offering and pursuant to an effective registration statement, we sold 3,100,000 shares of common stock at a public offering price of $6.75 per share, resulting in net proceeds of approximately $20.2 million after deducting underwriter's discount. All other cash provided by financing activities for 2007 and 2006 was related to proceeds from issuance of common stock related to stock option exercises.

While we expect our rate of cash usage to increase in the future, in particular, to support our product development endeavors, we believe that the available cash resources, funds received from corporate collaborators, strategic partners and research grants will be sufficient to finance our operations through 2010. We may need to raise additional capital to fund our ZFP Therapeutic development activities. Additional capital may not be available in terms acceptable to us, or at all. If adequate funds are not available, our business and our ability to develop our technology and our ZFP Therapeutic products would be harmed.

There is no provision for income taxes because we have incurred losses. As of December 31, 2008, Sangamo had net operating loss carryforwards for federal income tax purposes of approximately $113.4 million, which will expire in the years 2010 through 2028. The Company also has state net operating loss carryforwards of approximately $96.9 million, which expire in the years 2012 through 2028. The Company also has federal and state research tax credit carryforwards of $2.4 million and $2.5 million, respectively. The federal research credits will begin to expire in the year 2018 through 2028 and the state research credits have no expiration date. Utilization of the Company's net operating loss may be subject to substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code and similar state provisions. The annual limitation could result in the expiration of the net operating loss before use.

Contractual Obligations and Commercial Commitments

As of December 31, 2008 we had contractual obligations and commercial commitments as follows (in thousands):

	Payments Due by Period				
Contractual Obligations	**Total**	**Less Than 1 Year**	**1-3 Years**	**3-5 Years**	**More Than 5 Years**
Operating leases	$3,344	$ 556	$1,155	$1,216	417
License obligations	1,550	290	630	630	—
Total contractual obligations	$4,894	$ 846	$1,785	$1,846	$ 417

Operating leases consist of base rents for facilities we occupy in Richmond, California. License obligations consist of ongoing license maintenance fees, milestones and royalties due from sales of ZFP TFs and ZFNs.

Recent Accounting Pronouncements

See "Note 1—*Organization and Summary of Significant Accounting Policies*" of the Notes to Consolidated Financial Statements in Part 2, Item 8 of this Form 10-K. Financial Statements and Supplementary Data for a full description of recent accounting pronouncements including the respective expected dates of adoption and effects on results of operations and financial condition.

ITEM 7A – QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Our exposure to market risk for changes in interest rates relates primarily to our cash equivalents and investments. The investments are available-for-sale. We do not use derivative financial instruments in our investment portfolio. We attempt to ensure the safety and preservation of our invested funds by limiting default and market risks. Our cash and investments policy emphasizes liquidity and preservation of principal over other portfolio considerations. We select investments that maximize interest income to the extent possible within these guidelines. We invest excess cash in securities with different maturities to match projected cash needs and limit concentration of credit risk by diversifying our investments among a variety of high credit-quality issuers. We mitigate default risk by investing in only investment-grade securities. The portfolio includes marketable securities with active secondary or resale markets to ensure portfolio liquidity. All investments have a fixed interest rate and are carried at market value, which approximates cost.

We carry our investments of debt securities at fair value, estimated as the amount at which an asset or liability could be bought or sold in a current transaction between willing parties. A combination of factors in the housing and mortgage markets, including rising delinquency and default rates on subprime mortgages and declining home prices, has led to increases in actual and expected credit losses for residential mortgage-backed securities and mortgage loans. Since 2007, the credit markets have been reacting to these changing factors and the prices of many securities backed by subprime mortgages have been declining. Lower volumes of transactions in certain types of collateralized securities might make it more difficult to obtain relevant market information to

estimate the fair value of these financial instruments. In accordance with our investment policy, we diversify our credit risk and invest in debt securities with high credit quality. Substantially all our investments held as of December 31, 2008 are actively traded and our estimate of fair value is based upon quoted market prices. We have not recorded losses on our securities due to credit or liquidity issues. We will continue to monitor our credit risks and evaluate the potential need for impairment charges related to credit risks in future periods.

We have exposure to fluctuations in the value of the British pound, relative to the U.S. dollar, associated with the cash and cash equivalents balance of our wholly-owned foreign subsidiary, Gendaq Limited, domiciled in the United Kingdom. We recognized a loss on foreign currency translation of $1.2 million in 2008, a gain on foreign currency translation of $74,000 in 2007, and a gain of $454,000 in 2006.

ITEM 8 – FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

SANGAMO BIOSCIENCES, INC.

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders
Sangamo BioSciences, Inc.

We have audited the accompanying consolidated balance sheets of Sangamo BioSciences, Inc. as of December 31, 2008 and 2007, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2008. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Sangamo BioSciences, Inc. as of December 31, 2008 and 2007, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2008, in conformity with U.S. generally accepted accounting principles.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the effectiveness of Sangamo BioSciences Inc.'s internal control over financial reporting as of December 31, 2008, based on the criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 2, 2009 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Palo Alto, California
March 2, 2009

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors and Stockholders
Sangamo BioSciences, Inc.

We have audited Sangamo BioSciences, Inc.'s internal control over financial reporting as of December 31, 2008, based on criteria established in *Internal Control—Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Sangamo BioSciences, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, Sangamo BioSciences, Inc. maintained, in all material respects, effective internal control over financial reporting as of December 31, 2008 based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Sangamo BioSciences, Inc. as of December 31, 2008 and 2007, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2008 and our report dated March 2, 2009 expressed an unqualified opinion thereon.

/s/ ERNST & YOUNG LLP

Palo Alto, California
March 2, 2009

SANGAMO BIOSCIENCES, INC.

CONSOLIDATED BALANCE SHEETS

	December 31, 2008	December 31, 2007
	(In thousands, except share and per share amounts)	
ASSETS		
Current assets:		
Cash and cash equivalents	$ 19,409	$ 12,275
Marketable securities	45,422	68,813
Interest receivable	194	324
Accounts receivable	500	209
Prepaid expenses	327	497
Total current assets	65,852	82,118
Property and equipment, net	1,986	1,770
Other assets	12	12
Total assets	$ 67,850	$ 83,900
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable and accrued liabilities	$ 3,848	$ 3,538
Accrued compensation and employee benefits	388	1,199
Deferred revenue	7,395	4,944
Total current liabilities	11,631	9,681
Deferred revenue, non-current portion	823	2,097
Total liabilities	12,454	11,778
Commitments and contingencies	—	—
Stockholders' equity:		
Common stock, $0.01 par value; 80,000,000 shares authorized, 41,057,077 and 40,315,368 shares issued and outstanding at December 31, 2008 and 2007, respectively	410	403
Additional paid-in capital	228,764	221,176
Accumulated deficit	(174,054)	(149,752)
Accumulated other comprehensive income	276	295
Total stockholders' equity	55,396	72,122
Total liabilities and stockholders' equity	$ 67,850	$ 83,900

See accompanying Notes to Consolidated Financial Statements.

SANGAMO BIOSCIENCES, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

	Year Ended December 31,		
	2008	2007	2006
	(In thousands, except per share amounts)		
Revenues:			
Collaboration agreements	$ 14,492	$ 6,781	$ 6,625
Research grants	1,694	2,317	1,260
Total revenues	16,186	9,098	7,885
Operating expenses:			
Research and development	31,229	25,559	21,527
General and administrative	10,332	8,310	7,087
Total operating expenses	41,561	33,869	28,614
Loss from operations	(25,375)	(24,771)	(20,729)
Interest income, net	2,231	3,217	2,411
Other (expense)/income	(1,158)	74	454
Net loss	$ (24,302)	$ (21,480)	$ (17,864)
Basic and diluted net loss per share	$ (0.60)	$ (0.58)	$ (0.55)
Shares used in computing basic and diluted net loss per share	40,825	37,355	32,502

See accompanying Notes to Consolidated Financial Statements.

SANGAMO BIOSCIENCES, INC.

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY

	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Total Stockholders' Equity
	Shares	Amount				
Balances at December 31, 2005	30,570,912	$ 306	$147,856	$ (110,408)	$ 60	$ 37,814
Issuance of common stock in connection with registered direct offering and upon exercise of stock options	3,374,896	33	20,523	—	—	20,556
Issuance of common stock in connection with technologies purchase agreement	1,000,000	10	5,770	—	—	5,780
Issuance of common stock under employee stock purchase plan	99,590	1	348	—	—	349
Stock-based compensation	—	—	2,016	—	—	2,016
Comprehensive loss:						
Increase in unrealized gain on marketable securities	—	—	—	—	54	54
Net loss	—	—	—	(17,864)	—	(17,864)
Comprehensive loss	—	—	—	—	—	(17,810)
Balances at December 31, 2006	35,045,398	350	176,513	(128,272)	114	48,705
Issuance of common stock in connection with registered direct offering and upon exercise of stock options	4,160,243	42	33,204	—	—	33,246
Issuance of common stock in connection with license agreement	1,000,000	10	8,540	—	—	8,550
Issuance of common stock under employee stock purchase plan	109,727	1	482	—	—	483
Stock-based compensation	—	—	2,437	—	—	2,437
Comprehensive loss:						
Increase in unrealized gain on marketable securities	—	—	—	—	181	181
Net loss	—	—	—	(21,480)	—	(21,480)
Comprehensive loss	—	—	—	—	—	(21,299)
Balances at December 31, 2007	40,315,368	403	221,176	(149,752)	295	72,122
Issuance of common stock upon exercise of stock options and in connection with restricted stock units	639,326	6	1,211	—	—	1,217
Issuance of common stock under employee stock purchase plan	102,383	1	629	—	—	630
Stock-based compensation	—	—	5,748	—	—	5,748
Comprehensive loss:						
Increase in unrealized gain on marketable securities	—	—	—	—	79	79
Other changes in Other Comprehensive Loss	—	—	—	—	(98)	(98)
Net loss	—	—	—	(24,302)	—	(24,302)
Comprehensive loss	—	—	—	—	—	(24,321)
Balances at December 31, 2008	41,057,077	$ 410	$228,764	$ (174,054)	$ 276	$ 55,396

See accompanying Notes to Consolidated Financial Statements.

SANGAMO BIOSCIENCES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Year Ended December 31,		
	2008	2007	2006
		(In thousands)	
Operating activities:			
Net loss	$ (24,302)	$ (21,480)	$ (17,864)
Adjustments to reconcile net loss to net cash used in operating activities:			
Depreciation and amortization	523	274	171
Amortization of premium / discount on marketable securities	(1,059)	(2,145)	(857)
Issuance of common stock in connection with technologies purchase agreement	—	—	5,780
Stock-based compensation	5,748	2,437	2,016
Effect of Exchange Rate Changes on Cash	1,158	—	—
Other changes in Other Comprehensive Loss	(98)	—	—
Net changes in operating assets and liabilities:			
Interest receivable	130	(269)	163
Accounts receivable	(291)	278	484
Prepaid expenses and other assets	170	134	(277)
Accounts payable and accrued liabilities	310	1,812	192
Accrued compensation and employee benefits	(811)	321	(55)
Deferred revenue	1,177	2,570	(4,231)
Net cash used in operating activities	(17,345)	(16,068)	(14,478)
Investing activities:			
Purchases of marketable securities	(82,485)	(119,855)	(67,135)
Maturities of marketable securities	101,375	93,272	55,277
Proceeds from sales of marketable securities	5,639	1,314	—
Purchases of property and equipment	(739)	(1,369)	(374)
Net cash provided by / (used in) investing activities	23,790	(26,638)	(12,232)
Financing activities:			
Proceeds from issuance of common stock	1,847	33,729	20,905
Issuance of common stock in connection with license agreements	—	8,550	—
Net cash provided by financing activities	1,847	42,279	20,905
Effect of Exchange Rate Changes on Cash	(1,158)	—	—
Net increase / (decrease) in cash and cash equivalents	7,134	(427)	(5,805)
Cash and cash equivalents, beginning of period	12,275	12,702	18,507
Cash and cash equivalents, end of period	$ 19,409	$ 12,275	$ 12,702

See accompanying Notes to Consolidated Financial Statements.

SANGAMO BIOSCIENCES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 – ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Sangamo and Basis of Presentation

Sangamo BioSciences, Inc. ("Sangamo" or the "Company") was incorporated in the State of Delaware on June 22, 1995 and is focused on the development and commercialization of novel transcription factors for gene regulation and gene modification. Our gene regulation and gene modification technology platform is enabled by the engineering of a class of transcription factors known as zinc finger DNA-binding proteins ("ZFPs"). Potential applications of Sangamo's technology include development of human therapeutics, plant agriculture and enhancement of pharmaceutical protein production. Sangamo will require additional financial resources to complete the development and commercialization of its products including ZFP Therapeutics.

Sangamo is currently working on a number of long-term development projects that will involve experimental and unproven technology. The projects may require several years and substantial expenditures to complete and ultimately may be unsuccessful. We plan to finance operations with available cash resources, funds received under research grants and Enabling Technology collaborations and strategic partnerships, and from the issuance of equity or debt securities. Sangamo believes that its available cash, cash equivalents and investments as of December 31, 2008, along with expected revenues from Enabling Technology collaborations and strategic partnerships, will be adequate to fund its operations through 2010. Sangamo will need to raise substantial additional capital to fund subsequent operations and complete the development and commercialization of its products either through significant corporate partnerships, Enabling Technology agreements and research grants, or issuance of equity securities. Sangamo may seek to raise additional capital when conditions permit, however, there is no assurance funding will be available on favorable terms, if at all.

The consolidated financial statements include the accounts of Sangamo and its wholly owned subsidiary, Gendaq Limited, after elimination of all intercompany balances and transactions.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and the accompanying notes. Actual results could differ from those estimates.

The carrying amounts for financial instruments consisting of cash and cash equivalents, accounts receivable, accounts payable and accrued liabilities approximate fair value due to their short maturities. Marketable securities are stated at their estimated fair values, based on quoted market prices for the same or similar instruments. The counterparties to the agreements relating to the Company's investment securities consist of various major corporations, governmental agencies and financial institutions with high credit standing.

Cash and Cash Equivalents

Sangamo considers all highly liquid investments purchased with original maturities of three months or less at the purchase date to be cash equivalents. Cash and cash equivalents of $19.4 million and $12.3 million at December 31, 2008 and 2007, respectively, consist of deposits in money market investment accounts and corporate bank accounts.

Marketable Securities

Sangamo classifies its marketable securities as available-for-sale and records its investments at fair value in accordance with Statement of Financial Accounting Standards ("FAS") No. 115, "Accounting for Certain Investments in Debt and Equity Securities." Available-for-sale securities are carried at estimated fair value based

on quoted market prices, with the unrealized holding gains and losses included in accumulated other comprehensive income. The Company's investments are subject to a periodic impairment review. The Company recognizes an impairment charge when a decline in the fair value of its investments below the cost basis is judged to be other-than-temporary. The Company considers various factors in determining whether to recognize an impairment charge, including the length of time and extent to which the fair value has been less than the Company's cost basis, the financial condition and near-term prospects of the investee, and the Company's intent and ability to hold the investment for a period of time sufficient to allow for any anticipated recovery in the market value. During the years ended December 31, 2008, 2007 and 2006 the Company did not record any other-than-temporary impairment charges on its investments. Realized gains and losses on available-for-sale securities are included in other (expense)/income, which is determined using the specific identification method.

The table below summarizes our available-for-sale securities (in thousands):

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized (Losses)	Estimated Fair Value
December 31, 2008				
Marketable securities:				
Commercial paper	$ 20,675	$ 123	$ —	$ 20,798
Government agencies	24,471	153	—	24,624
Total	$ 45,146	$ 276	$ —	$ 45,422
December 31, 2007				
Marketable securities:				
Commercial paper	$ 40,514	$ 181	$ —	$ 40,695
Asset backed securities	13,753	17	—	13,770
Corporate notes	14,349	—	(1)	14,348
Total	$ 68,616	$ 198	$ (1)	$ 68,813

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation is calculated using the straight-line method based on the estimated useful lives of the related assets (generally three to five years). For leasehold improvements, amortization is calculated using the straight-line method based on the shorter of the useful life or the lease term.

Impairment of Long-Lived Assets

The Company's policy regarding long-lived assets is to evaluate the recoverability of its assets when the facts and circumstances suggest that the assets may be impaired. This assessment of fair value is performed in accordance with SFAS No. 144, "Accounting for the Impairment or Disposal of Long-Lived Assets," and is based on the estimated undiscounted cash flows compared to the carrying value of the assets. If the future cash flows (undiscounted and without interest charges) are less than the carrying value, a write-down would be recorded to reduce the related asset to its estimated fair value. The Company did not incur impairment losses in the periods presented.

Foreign Currency Translation

The accounts of Sangamo's foreign subsidiary, Gendaq Ltd., are translated in accordance with SFAS No. 52, "*Foreign Currency Translation*" (SFAS 52). We have determined that the functional currency of Gendaq Ltd. is the U.S. dollar, since the closure of its facility in September 2002. Monetary assets and liabilities which are denominated in foreign currency are remeasured at the exchange rates in effect at the balance sheet date.

Nonmonetary assets and liabilities, if any, are remeasured at the historical exchange rates. Income and expenses are remeasured using the average exchange rate for the period. Gains and losses from remeasurement of the foreign subsidiary's financial statements are recorded as other income (expense).

In 2008 we recorded a foreign currency translation loss of $1.2 million. In 2007 and 2006 we recorded foreign currency translation gains of $74,000 and $454,000, respectively.

Comprehensive Loss

Comprehensive loss is comprised of net loss and other comprehensive income (loss) which primarily consist of unrealized gains / (losses) on marketable securities. Comprehensive loss for the years ended December 31, 2008, 2007 and 2006 is included in the statement of stockholders' equity.

Revenue Recognition

In accordance with Staff Accounting Bulletin No. 104, "Revenue Recognition," revenue from research activities made under strategic partnering agreements and Enabling Technology collaborations is recognized as the services are provided when there is persuasive evidence that an arrangement exists, delivery has occurred, the price is fixed or determinable, and collectibility is reasonably assured. Amounts received in advance under such agreements are deferred until the above criteria are met and the research services are performed. Sangamo's research grants are typically multi-year agreements and provide for the reimbursement of qualified expenses for research and development as defined under the terms of the grant agreement. Revenue under grant agreements is recognized when the related qualified research expenses are incurred. Grant reimbursements are received on a quarterly or monthly basis and are subject to the issuing agency's right of audit.

Milestone payments under research, partnering, or licensing agreements are recognized as revenue upon the achievement of mutually agreed upon milestones, provided that (i) the milestone event is substantive and its achievement is not reasonably assured at the inception of the agreement, and (ii) there are no performance obligations associated with the milestone payment.

In accordance with Emerging Issues Task Force Issue No. 00-21, "Revenue Arrangements with Multiple Deliverables," revenue arrangements entered into after June 15, 2003, that include multiple deliverables, are divided into separate units of accounting if the deliverables meet certain criteria, including whether the fair value of the delivered items can be determined and whether there is evidence of fair value of the undelivered items. In addition, the consideration is allocated among the separate units of accounting based on their fair values, and the applicable revenue recognition criteria are considered separately for each of the separate units of accounting.

For 2008, revenues related to DAS, Sigma and Pfizer represented 46%, 20%, and 19%, respectively, of total revenues. For 2007, revenues related to DAS, JDRF and Sigma represented 59%, 16% and 12%, respectively, of total revenues. For 2006, revenues related to DAS and an Advanced Technology Program grant awarded by the National Institute of Standards and Technology represented 67% and 12%, respectively, of total revenues. The Company's accounts receivable are derived from net revenues to customers located in the United States. As of December 31, 2008, 100% of the accounts receivable balance related to DAS. As of December 31, 2007, Genentech and a federal government research grant with the Department of Defense represented 72% and 28%, respectively, of accounts receivable.

Research and Development Expenses

Research and development expenses consist of costs incurred for Company-sponsored as well as collaborative research and development activities. These costs include direct and research-related overhead expenses, which include salaries and other personnel-related expenses, stock-based compensation, pre-clinical and clinical studies, facility costs, laboratory supplies and depreciation of facilities and laboratory equipment, as

well as the cost of funding research at universities and other research institutions, and are expensed as incurred. Costs to acquire technologies that are utilized in research and development and that have no alternative future use are expensed as incurred.

Stock-Based Compensation

Prior to January 1, 2006, the Company accounted for its stock-based employee compensation arrangements under the intrinsic value method prescribed by Accounting Principles Board Opinion No. 25, Accounting for Stock Issued to Employees (APB No. 25), as allowed by SFAS No. 123, Accounting for Stock-based Compensation (SFAS No. 123), as amended by SFAS No. 148, Accounting for Stock-Based Compensation—Transition and Disclosure (SFAS No. 148). As a result, no expense was recognized for options to purchase our common stock that were granted with an exercise price equal to fair market value at the date of grant prior to January 1, 2006. In December 2004, the Financial Accounting Standards Board (FASB) issued SFAS No. 123 (revised 2004) Share-Based Payment (SFAS No. 123R), which replaces SFAS No. 123 and supersedes APB No. 25. SFAS No. 123R requires all share-based payments to employees, including grants of employee stock options, to be recognized in the financial statements based on their fair values. Subsequent to the effective date, the pro forma disclosures previously permitted under SFAS No. 123 are no longer an alternative to financial statement recognition. Effective January 1, 2006, the Company adopted SFAS No. 123R using the modified prospective method. Under this method, compensation cost recognized includes: (a) compensation cost for all share-based payments granted prior to, but not yet vested as of December 31, 2005, based on the grant date fair value estimated in accordance with the original provisions of SFAS No. 123 amortized on an accelerated basis over the options' vesting period, and (b) compensation cost for all share-based payments granted subsequent to December 31, 2005, based on the grant-date fair value estimated in accordance with the provisions of SFAS No. 123R amortized on a straight-line basis over the options' vesting period. Results for prior periods have not been restated.

Income Taxes

Income tax expense is accounted for in accordance with SFAS No. 109, *Accounting of Income Taxes*, (SFAS 109). Income tax expense has been provided using the liability method. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities as measured by the enacted tax rates that will be in effect when these differences reverse. The Company provides a valuation allowance against net deferred tax assets if, based upon the available evidence, it is not more likely than not that the deferred tax assets will be realized.

The Company adopted FASB Interpretation 48, *Accounting for Uncertainty in Income Taxes* (FIN 48), on January 1, 2007. As a result of the implementation of FIN 48, the Company did not recognize any adjustment to the liability for uncertain tax positions and therefore did not record any adjustment to the beginning balance of retained earnings on the consolidated balance sheet. As of the date of adoption, the Company recorded a $1.1 million reduction to deferred tax assets and the associated valuation allowance for unrecognized tax benefits. If the unrecognized tax benefits were recognized, there would be no impact on the effective tax rate.

Net Loss Per Share

Basic and diluted net loss per share are presented in conformity with FAS No. 128, "Earnings per Share" (FAS 128), for all periods presented. Basic net loss per share has been computed using the weighted-average number of shares of common stock outstanding during the period. For all years presented, stock options represent the Company's only potentially dilutive securities and were anti-dilutive. In 2008, 2007 and 2006 there were 87,121, 523,536 and 650,838 anti-dilutive stock options, respectively. The following table presents the calculation of historical basic and diluted net loss per common share (in thousands, except per share data):

	Year Ended December 31,		
	2008	2007	2006
Net loss	$(24,302)	$(21,480)	$(17,864)
Weighted-average shares of common stock outstanding used in computing basic and diluted net loss per share	40,825	37,355	32,502
Basic and diluted net loss per share	$ (0.60)	$ (0.58)	$ (0.55)

Segments

The Company operated in one segment. Management uses one measurement of profitability and does not segregate its business for internal reporting. As of December 31, 2008 and 2007, 100% of all long-lived assets were maintained in the U.S. Moreover, for the years ended December 31, 2008, 2007 and 2006, 100% of revenues and operating expenses were generated and incurred in the U.S.

Recent Accounting Pronouncements

In September 2006, the Financial Accounting Standards Board ("FASB") issued SFAS No. 157, "Fair-Value Measurements" ("SFAS 157") which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles and expands disclosures about fair-value measurements. The Company adopted SFAS 157 effective January 1, 2008 for all financial assets and liabilities and any other assets and liabilities that are recognized or disclosed at fair value on a recurring basis (see Note 5—*Fair Value Measurement*). In accordance with FASB Staff Position 157-2, *Effective Date of FASB Statement No. 157* ("FSP 157-2"), for nonfinancial assets and liabilities measured at fair value on a non-recurring basis, SFAS 157 is effective for financial statements issued for fiscal years beginning after November 15, 2008. The adoption of SFAS 157 is not expected to have a significant impact on the Company's consolidated financial statements when it is applied to non-financial assets and non-financial liabilities that are not measured at fair value on a recurring basis, beginning in the first quarter of 2009.

On October 10, 2008, the FASB issued FSP No. 157-3, Determining the Fair Value of a Financial Asset When the Market for That Asset is Not Active, ("FSP 157-3") that clarifies the application of SFAS 157 in a market that is not active and provides an example to illustrate key considerations in determining the fair value of a financial asset when the market for that financial assets is not active. FSP 157-3 is effective upon issuance, including prior periods for which the financial statements have not been issued. The adoption of FSP 157-3 did not have a material impact on the Company's consolidated results of operations or financial condition.

In November 2007, the EITF ratified a consensus on EITF Issue No. 07-1 (EITF 07-1), "Accounting for Collaborative Arrangements", which requires participants in a collaboration to make separate disclosures regarding the nature and purpose of an arrangement, their rights and obligations under the arrangement, the accounting policy for the arrangement and the income statement classification and amounts arising from the arrangement between participants for each period an income statement is presented. EITF No. 07-1 is effective retrospectively to all prior periods presented for all collaborative arrangements existing as of the effective date for fiscal years beginning after December 15, 2008. We have evaluated the impact of adopting EITF 07-01 and do not expect a material impact to our consolidated financial statement disclosures.

NOTE 2 – STOCK-BASED COMPENSATION

On January 1, 2006, the Company adopted FAS 123R, which supersedes previous accounting under APB 25. FAS 123R requires the recognition of compensation expense, using a fair-value based method, for costs related to all share-based payments including stock options and stock issued under its employee stock purchase plan. Under FAS 123R, the value of the portion of the award that is ultimately expected to vest is recognized as expense on a straight-line basis over the requisite service periods in its Consolidated Statements of Operations.

The following table shows total stock-based compensation expense recognized in the consolidated statements of operations (in thousands):

	Year Ended December 31,		
	2008	2007	2006
Research and development	$2,718	$1,449	$1,229
General and administrative	3,030	988	787
Total stock-based compensation expense	$5,748	$2,437	$2,016

There was no capitalized stock-based employee compensation cost as of December 31, 2008.

As of December 31, 2008, total compensation cost related to nonvested stock options to be recognized in future periods was $15.6 million, which is expected to be expensed over a weighted-average period of 3.32 years.

Valuation Assumptions

The employee stock-based compensation expense recognized under FAS 123R was determined using the Black Scholes option valuation model. Option valuation models require the input of subjective assumptions and these assumptions can vary over time.

The Company primarily bases its determination of expected volatility through its assessment of the historical volatility of its Common Stock. For 2008, the Company relied on its historical exercise and post-vested termination activity for estimating its expected term for use in determining the fair value of these options. During 2007 and 2006, the Company did not believe it was able to rely on its historical exercise and post-vested termination activity for estimating its expected term. Therefore, during 2007 and 2006, as allowed by Staff Accounting Bulletin (SAB) No. 107, *Share-Based Payment*, the Company opted to use the simplified method for estimating its expected term equal to the midpoint between the vesting period and the contractual term.

The weighted–average assumptions used for estimating the fair value of the employee stock options are as follows:

	Year Ended December 31,		
	2008	2007	2006
Risk-free interest rate	2.4-3.3%	3.5-5.0%	4.7-5.1%
Expected life of option	5.10-5.20 yrs	6.25 yrs	6.25 yrs
Expected dividend yield of stock	0%	0%	0%
Expected volatility	0.61-0.83	0.90-0.93	0.94-0.97

The weighted–average assumptions used for estimating the fair value of the employees' stock purchase rights are as follows:

	Year Ended December 31,		
	2008	2007	2006
Risk-free interest rate	1.1-5.1%	3.6-5.1%	2.5-5.1%
Expected life of option	0.5-2.0 yrs	0.5-2.0 yrs	0.5-2.0 yrs
Expected dividend yield of stock	0%	0%	0%
Expected volatility	0.51-0.73	0.46-0.77	0.41-0.98

Sangamo did not grant nonqualified stock options to consultants in 2008. In both 2007 and 2006, Sangamo granted 10,000 nonqualified common stock options to consultants. Such options are included in the option tables disclosed in Note 7. The options generally vest over four years at a rate of 25 percent one year from grant date and one-thirty-sixth per month thereafter and expire ten years after the grant date. Total nonqualified stock-based compensation expense for consultants included in the total stock-based compensation expenses was $62,000 $15,000 and $33,000 in 2008, 2007 and 2006, respectively. The fair value of these options was determined using the Black-Scholes model.

NOTE 3 – MAJOR CUSTOMERS, PARTNERSHIPS AND STRATEGIC ALLIANCES

Agreement with Dow AgroSciences in Plant Agriculture

We have an exclusive commercial license agreement with Dow AgroSciences LLC ("DAS"), a wholly owned indirect subsidiary of Dow Chemical Corporation. Under this agreement, we are providing DAS with access to our proprietary zinc finger DNA-binding protein (ZFP) technology and the exclusive right to use our ZFP technology to modify the genomes or alter the nucleic acid or protein expression of plant cells, plants, or plant cell cultures. We have retained rights to use plants or plant-derived products to deliver ZFP transcription factors (ZFP TFs™) or zinc-finger nuclease (ZFN™) into human or animals for diagnostic, therapeutic, or prophylactic purposes.

Pursuant to the Research License and Commercial Option Agreement which we entered into in October 2005, DAS made an initial cash payment to us of $7.5 million. In November 2005, the Company sold approximately 1.0 million shares of common stock to DAS at a price of $3.85 per share, resulting in proceeds of $3.9 million. Our agreement with DAS provided for an initial three-year research term during which DAS agreed to pay Sangamo $6.0 million in research funding over the three-year period and make additional payments of up to $4.0 million in research milestone payments during this same period, depending on the success of the research program. We agreed to supply DAS and its sublicensees with ZFP TFs and/or ZFNs for both research and commercial use over the initial three year period of the agreement.

In June 2008, DAS exercised its option under the agreement to obtain a commercial license to sell products incorporating or derived from plant cells generated using our ZFP technology, including agricultural crops, industrial products and plant-derived biopharmaceuticals. The exercise of the option triggered a one-time commercial license fee of $6.0 million, payment of the remaining $2.3 million of the previously agreed $4.0 million in research milestones, minimum sublicensing payments totaling up to $25.3 million over 11 years, development and commercialization milestone payments for each product, and royalties on sales of products. Furthermore, DAS has the right to sublicense our ZFP technology to third parties for use in plant cells, plants, or plant cell cultures, and we will be entitled to 25% of any cash consideration received by DAS under such sublicenses. The research program has been extended beyond the initial three-year research term and DAS is providing additional research funding.

DAS may terminate the agreement at any time. In addition, each party may terminate the agreement upon an uncured material breach of the agreement by the other party. In the event of any termination of the agreement, all

rights to use our ZFP technology will revert to us, and DAS will no longer be permitted to practice our ZFP technology or to develop or, except in limited circumstances, commercialize any products derived from our ZFP technology.

The commercial license fee of $6.0 million, the remaining research milestones of $2.3 million, and the unrecognized portion of the initial cash payment are recognized ratably over the period from option exercise through December 31, 2009, which reflects the estimated timing over which the ZFP manufacturing technology transfer will occur, as well as the period over which Sangamo will be performing additional research services for DAS.

Revenues under the agreement were $7.4 million, $5.3 million and $5.2 million during 2008, 2007 and 2006, respectively. Related costs and expenses incurred under the agreement were $391,000, $467,000 and $568,000 during 2008, 2007 and 2006, respectively.

Agreement with Sigma-Aldrich Corporation in Laboratory Research Reagents

In July 2007, we entered into a license agreement with Sigma-Aldrich Corporation (“Sigma”). Under the license agreement, we are providing Sigma with access to our proprietary ZFP technology and the exclusive right to use the technology to develop and commercialize research reagents products and services in the research field, excluding certain agricultural research uses that Sangamo previously licensed to DAS. Under the agreement, Sangamo and Sigma have agreed to conduct a three-year research program to develop laboratory research reagents using our ZFP technology. In addition, for three years we will assist Sigma in connection with Sigma’s efforts to market and sell services employing our technology in the research field. We will transfer the ZFP manufacturing technology to Sigma or to a mutually agreed-upon contract manufacturer upon Sigma’s request. Prior to the completion of this transfer, we will be responsible for supplying ZFPs for use by Sigma in performing services in the research field.

Under the terms of the agreement, Sigma made an initial payment comprising an upfront license fee and the purchase of one million (1,000,000) shares of Sangamo’s common stock under a separate stock purchase agreement, resulting in a total upfront payment to Sangamo of $13.5 million. There were three components to the $13.5 million we received: an equity investment by Sigma in Sangamo common stock valued at $8.55 million, a $3.95 million license fee, and $1.0 million of research funding. Under the license agreement, we may receive additional research funding of up to $2.0 million, development milestone payments of up to $5.0 million, and commercial milestone payments based on net sales of up to $17.0 million, subject to the continuation of the agreement. During the term of the license agreement, Sigma is obligated to pay to Sangamo minimum annual payments, a share of certain revenues received by Sigma from sublicensees, and royalty payments on the sale of licensed products and services. Sigma also has the right to sublicense the ZFP technology for research applications and we will receive 50% of any sublicensing revenues in the first two years and 25% of any sublicensing revenues thereafter. We retain the sole right to use and license our ZFP technology for GMP production purposes, for the production of materials used in or administered to humans, and for any other industrial commercial use.

The agreement may be terminated by Sigma at any time with a 90-day notice or by either party upon an uncured material breach of the other party. In the event of any termination, all rights to use our ZFP technology will revert to us, and Sigma will no longer be permitted to practice our ZFP technology or to develop or, except in limited circumstances, commercialize any products derived from our ZFP technology.

In December 2008, we achieved a production throughput milestone as part of our agreement which triggered a payment of $1.0 million from Sigma, and was fully recognized as revenue in 2008.

Revenues related to the research license under the Sigma agreement are being recognized ratably over the three-year research term of the agreement and were $1.3 million and $603,000 during 2008 and 2007,

respectively. Revenues attributable to collaborative research and development performed under the Sigma agreement were $2.0 million and $458,000 during 2008 and 2007, respectively. Royalty revenues under the Sigma agreement were $388,000 and $0 during 2008 and 2007, respectively. Related costs and expenses incurred under the Sigma agreement were $2.2 million and $316,000 during 2008 and 2007, respectively.

Enabling Technology Collaborations in Pharmaceutical Protein Production

We have established several research collaborations in this area. Commencing in December 2004, we had a research collaboration agreement with Pfizer to use our ZFP technology to develop enhanced cell lines for protein pharmaceutical production. Under the terms of the agreement, Pfizer funded research at Sangamo and we provided our proprietary ZFP technology for Pfizer to assess its feasibility for use in mammalian cell-based protein production. We generated novel cell lines and vector systems for enhanced protein production as well as novel technology for rapid creation of new production cell lines. In December 2008, we entered into a license agreement with Pfizer to provide Pfizer with a worldwide, non-exclusive license for the use of certain ZFP Nuclease (ZFNs) reagents to permanently eliminate the Glutamine Synthetase (GS) gene in Chinese Hamster Ovary (CHO) cell lines and for the use of these ZFN-modified cells for clinical and commercial production of therapeutic proteins. Under the terms of the license agreement we received a one time payment of $3.0 million from Pfizer for a fully paid commercial license. We have no further obligations or deliverables under the license agreement.

Revenues attributable to the Pfizer agreements were $3.0 million, $96,000 and $747,000 in 2008, 2007 and 2006, respectively. Related costs and expenses incurred under the Pfizer agreements were $66,000, $358,000 and $342,000 in 2008, 2007 and 2006, respectively.

In April 2007, we established a research and license agreement with Genentech, Inc. Under our agreement with Genentech, we are developing ZFNs capable of making targeted modifications to the genome of Genentech cell lines to generate cell lines with novel characteristics for protein pharmaceutical production purposes. Genentech paid an upfront fee of $400,000 which is being recognized ratably over the two year contract term. Genentech will also pay an ongoing technology access fee, and certain payments upon achievement of specified milestones relating to the research of ZFNs and the development and commercialization of products manufactured using a modified cell line created by our ZFN technology. The agreement was expanded to include further ZFNs in February 2008. Under the expanded agreement, we may directly offer the ZFN-related services to Genentech and Sigma will in return receive a share of certain payments made to us by Genentech. Revenues recognized under the expanded agreement, net of payments made to Sigma, are included in royalty revenues attributable to the Sigma agreement, as described above.

Revenues attributable to collaborative research and development performed under the Genentech agreement were $389,000 during 2008 and $283,000 during 2007. Related research and development costs and expenses incurred under the agreement were $147,000 during 2008 and $82,000 during 2007.

Funding from Research Foundations

The Juvenile Diabetes Research Foundation International

In October 2006, we announced a partnership with the Juvenile Diabetes Research Foundation International (“JDRF”) to provide financial support to one of our Phase 2 human clinical studies (SB-509-601) of SB-509, a ZFP Therapeutic that is in development for the treatment of diabetic neuropathy. Under the agreement with JDRF and subject to its terms and conditions, including the Company’s achievement of certain milestones associated with the Company’s Phase 2 clinical trial of SB-509 for the treatment of mild to moderate diabetic neuropathy, JDRF will pay the Company an aggregate amount of up to $3.0 million. Through December 31, 2008, we have received $2.5 million. After the first commercial launch of SB-509 in a major market, JDRF has the right to receive, subject to certain limitations, annual payments from Sangamo, until such time when the total amount paid to JDRF, including payments made on account of certain licensing arrangements, equals three times the amount received by us from JDRF.

Under the agreement, we are obligated to use commercially reasonable efforts to carry out the Phase 2 trial and, thereafter, to develop and commercialize a product containing SB-509 for the treatment of diabetes and complications of diabetes. We are obligated to cover all costs of the Phase 2 trial that are not covered by JDRF's grant. If we fail to satisfy these obligations, JDRF may have the right, subject to certain limitations, to obtain an exclusive, sublicensable license, to the intellectual property generated by us in the course of the Phase 2 trial, to make and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes. If JDRF obtains such a license, it is obligated to pay us a percentage of its revenues from product sales and sublicensing arrangements. If JDRF fails to satisfy its obligations to develop and commercialize a product containing SB-509 under the Agreement, then their license rights will terminate and we will receive a non-exclusive, fully paid license, for any intellectual property developed during JDRF's use of the license, to research, develop and commercialize products containing SB-509 for the treatment of diabetes and complications of diabetes.

Revenues attributable to research and development activities performed under the JDRF partnership were $1.0 million in 2008 and $1.5 million in 2007. Related costs and expenses incurred during 2008 and 2007 were $3.9 million and $4.7 million, respectively.

The Michael J. Fox Foundation

In January 2007, Sangamo announced a partnership with the Michael J. Fox Foundation for Parkinson's Research ("MJFF") to provide financial support of Sangamo's ZFP TFs to activate the expression of glial cell line-derived neurotrophic factor (GDNF) that has shown promise in preclinical testing to slow or stop the progression of Parkinson's disease. Under the agreement with MJFF and subject to its terms and conditions, MJFF has paid the Company $950,000 over a period of two years and through December 31, 2008 we have received the total funds due from MJFF.

Revenues attributable to research and development performed under the MJFF partnership were $553,000 during 2008 and $397,000 during 2007. Related costs and expenses incurred under the MJFF partnership were $903,000 during 2008 and $397,000 during 2007.

NOTE 4 – PROPERTY AND EQUIPMENT

Property and equipment consist of the following (in thousands):

	December 31,	
	2008	2007
	(In thousands)	
Laboratory equipment	$ 3,426	$ 3,142
Furniture and fixtures	1,047	822
Leasehold improvements	2,547	2,318
	7,020	6,282
Less accumulated depreciation	(5,034)	(4,512)
	$ 1,986	$ 1,770

Depreciation and amortization expense were $523,000, $274,000 and $171,000 during 2008, 2007 and 2006, respectively.

NOTE 5 – FAIR VALUE MEASUREMENT

We adopted the measurement and disclosure requirements of FASB Statement No. 157 related to financial assets and liabilities effective January 1, 2008. The adoption of Statement No. 157 had no effect on our net loss for the year ended 2008. Statement No. 157 establishes a framework for measuring fair value and expands disclosure about fair value measurements.

The statement requires fair value measurement be classified and disclosed in one of the following three categories:

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2: Quoted prices in markets that are not active, or inputs which are observable, either directly or indirectly, for substantially the full term of the asset or liability;

Level 3: Prices or valuation techniques that require inputs that are both significant to the fair value measurement and unobservable (i.e., supported by little or no market activity).

The following table summarizes our financial instruments as of December 31, 2008 (in thousands):

	December 31, 2008 Fair Value Measurements			
	Total	Level 1	Level 2	Level 3
Assets:				
Marketable securities:				
Commercial paper	$ 20,798	$ —	$20,798	$ —
Government agencies	24,624	—	24,624	—
Total	$ 45,422	$ —	$45,422	$ —

NOTE 6 – COMMITMENTS

Sangamo occupies office and laboratory space under operating leases in Richmond, California that expire in August 2014. License obligations consist of non-cancelable ongoing license maintenance fees and royalties due from sales of ZFP TFs. Rent expenses were $566,000, $547,000 and $471,000 for 2008, 2007 and 2006, respectively. Future minimum payments under contractual obligations and commercial commitments at December 31, 2008 consist of the following (in thousands):

Fiscal Year:	Operating Lease	License Agreements
2009	$ 556	$ 290
2010	570	315
2011	585	315
2012	600	315
2013	616	315
Thereafter	417	—
Total minimum payments	$ 3,344	$ 1,550

NOTE 7 – STOCKHOLDERS' EQUITY

Convertible Preferred Stock

All outstanding convertible preferred stock converted into common stock upon consummation of the Company's initial public offering in April 2000. The Company has 5,000,000 preferred shares authorized, which may be issued at the Board's discretion.

Common Stock

In June 2006, in an underwritten public offering and pursuant to an effective registration statement, Sangamo sold 3,100,000 shares of common stock at a public offering price of $6.75 per share, resulting in net proceeds of approximately $20.2 million after deducting underwriter's discount and commissions.

In December 2006, Sangamo issued 1,000,000 shares of common stock to Edwards Lifesciences LLC ("Edwards") as partial consideration for the purchase of Edwards' angiogenesis program. This transaction was valued at $5.8 million, based on the fair value of its publicly traded stock at the close of the transaction, less a discount for lack of marketability in the unregistered common stock and recorded as a research and development expense in the Consolidated Statement of Operations.

On July 20, 2007, Sangamo completed a registered direct offering to a group of institutional investors, in which Sangamo sold an aggregate of 3,278,689 shares of common stock at a price of $9.15 per share to such investors, resulting in net proceeds of approximately $28.0 million.

On July 10, 2007, pursuant to a laboratory research reagents license agreement with Sigma, Sangamo issued one million shares of common stock valued at a price of $8.55 per share.

Stock Incentive Plan

Sangamo's 2004 Stock Incentive Plan (the "2004 Plan"), which supersedes the 2000 Stock Incentive Plan (the "2000 Plan"), provides for the issuance of common stock and grants of options for common stock to employees, officers, directors and consultants. The exercise price per share will be no less than 85 percent of the fair value per share of common stock on the option grant date, and the option term will not exceed ten years. If the person to whom the option is granted is a 10 percent stockholder, and the option granted qualifies as an Incentive Stock Option Grant, then the exercise price per share will not be less than 110 percent of the fair value per share of common stock on the option grant date, and the option term will not exceed five years. Options granted under the 2004 Plan generally vest over four years at a rate of 25 percent one year from the grant date and one thirty-sixth per month thereafter and expire ten years after the grant, or earlier upon employment termination. Options granted pursuant to the 2004 Plan may be exercised prior to vesting, with the related shares subject to Sangamo's right to repurchase the shares that have not vested at the issue price if the option holder terminates employment. The right of repurchase lapses over the original option vesting period, as described above. Approximately 6.5 million shares were initially reserved for issuance pursuant to the 2000 Plan and the 2004 Plan. The number of shares authorized for issuance under the 2004 Option Plan automatically increases on the first trading day of the fiscal year by an amount equal to 3.0 percent of the total number of shares of our common stock outstanding on the last trading day of the preceding fiscal year, but in no event shall any such increase exceed 1.75 million shares per year. During 2008, 2007 and 2006, 1,209,461, 1,051,362 and 917,127 additional shares, respectively, were authorized for issuance under the 2004 Plan pursuant to the evergreen increase feature of such plan.

Employee Stock Purchase Plan

The Board of Directors adopted the 2000 Employee Stock Purchase Plan in February 2000. Sangamo reserved a total of 400,000 shares of common stock for issuance under the plan. The reserve for shares available under the plan will automatically increase on the first trading day of the second fiscal quarter each year, beginning in 2001, by an amount equal to 1 percent of the total number of outstanding shares of our common stock on the last trading day of the immediately preceding first fiscal quarter. Eligible employees may purchase common stock at 85 percent of the lesser of the fair market value of Sangamo's common stock on the first day of the applicable two-year offering period or the last day of the applicable six-month purchase period.

The weighted-average estimated fair value per share of employee purchase rights during 2008, 2007, and 2006 were $3.28, $2.65, and $2.22, respectively, based upon the assumptions in the Black-Scholes valuation model described in Note 2.

Stock Option Activity

A summary of Sangamo's stock option activity is as follows:

	Number of Shares	Weighted-Average Exercise per Share Price	Weighted Average Remaining Contractual Term
Options outstanding at December 31, 2005	3,874,097	$ 4.27	6.59
Options granted	704,000	$ 6.75	
Options exercised	(274,896)	$ 2.12	
Options canceled	(155,389)	$ 7.33	
Options outstanding at December 31, 2006	4,147,812	$ 5.68	6.00
Options granted	1,703,500	$ 12.43	
Options exercised	(881,554)	$ 6.08	
Options canceled	(218,785)	$ 6.02	
Options outstanding at December 31, 2007	4,750,973	$ 8.01	7.15
Options granted	2,471,500	$ 4.04	
Options exercised	(623,264)	$ 1.94	
Options canceled	(189,124)	$ 8.90	
Options outstanding at December 31, 2008	6,410,085	$ 7.04	8.07
Options exercisable at December 31, 2008	2,516,110	$ 7.63	6.04

There were no shares subject to Sangamo's right of repurchase as of December 31, 2008. The intrinsic value of options exercised during 2008, 2007, 2006 were $6.2 million, $5.4 million and $1.2 million, respectively.

At December 31, 2008, the aggregate intrinsic values of the outstanding and exercisable options were $258,000 and $121,000, respectively.

The weighted-average fair value per share of options granted during 2008, 2007, and 2006 was $2.62, $9.57, and $5.36, respectively, based upon the assumption in the Black-Scholes valuation model described in Note 2. The aggregate intrinsic value of shares vested and expected to vest during 2008, 2007 and 2006 was $228,000, $24.0 million and $6.9 million, respectively.

The following table summarizes information with respect to stock options outstanding at December 31, 2008:

Range of Exercise Price	Options Outstanding	
	Number of Shares	Weighted Average Remaining Contractual Life (In Years)
$ 0.23 – $ 3.20	135,733	6.06
$ 3.45 – $ 3.45	2,218,500	9.94
$ 3.61 – $ 4.20	643,920	6.43
$ 4.30 – $ 6.39	701,148	5.62
$ 6.60 – $ 7.28	685,084	7.86
$ 7.43 – $13.40	589,200	6.72
$13.98 – $13.98	908,000	8.95
$14.00 – $15.38.	506,500	6.31
$15.68 – $15.68	7,000	8.79
$38.00 – $38.00	15,000	1.63
	6,410,085	8.07

During 2007, we issued 100,000 restricted stock units under our 2004 Stock Incentive Plan at a grant date fair value of $14.72 per share. These restricted stock units will vest 25% after completion of one year of service and the balance will vest in equal monthly installments over the following thirty-six months of continued service. In accordance with FAS123R, the fair value of the restricted stock units was estimated based upon the closing sales price of the Company's common stock on the grant date.

As of December 31, 2008, options to purchase 6,410,085 shares and 75,000 restricted stock units were outstanding under our stock option plans, and 2,027,691 shares were reserved for future awards. As of December 31, 2008, we had 1,913,578 shares of common stock reserved for future issuance under the 2000 Employee Stock Purchase Plan.

NOTE 8 – COMPREHENSIVE LOSS

Activities in comprehensive loss were as follows (in thousands):

	Year Ended December 31,		
	2008	2007	2006
Net loss	$(24,302)	$(21,480)	$(17,864)
Increase in unrealized gains on marketable securities	79	181	54
Other	(98)	—	—
Comprehensive loss	$(24,321)	$(21,299)	$(17,810)

Accumulated other comprehensive income at December 31, 2008 and 2007 is $276,000 and $295,000.

NOTE 9 – INCOME TAXES

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes. Significant components of the Company's deferred tax assets are as follows (in thousands):

	December 31,	
	2008	2007
Deferred tax assets:		
Net operating loss carryforwards	$ 44,384	$ 37,171
Research and development tax credit carryforwards	3,148	3,201
Capitalized research	964	1,195
Other	3,095	2,003
	51,591	43,570
Valuation allowance	(51,591)	(43,570)
Net deferred tax assets	$ —	$ —

Realization of deferred tax assets is dependent upon future earnings, if any, the timing and amount of which are uncertain. Accordingly, the net deferred tax assets have been fully offset by a valuation allowance. The valuation allowance increased by $8.0 million, $7.5 million and $7.9 million for the years ended December 31, 2008, 2007 and 2006, respectively. As of December 31, 2008, Sangamo had net operating loss carryforwards for federal income tax purposes of approximately $113.4 million, which expire in the years 2010 through 2028. The Company also has state net operating loss carryforwards of approximately $96.9 million, which expire in the years 2012 through 2028. The Company also has federal and state research tax credit carryforwards of $2.4 million and $2.5 million, respectively. The federal research credits will begin to expire in the year 2018 through 2028 and the state research credits have no expiration date. Utilization of the Company's net operating loss may be subject to substantial annual limitation due to the ownership change limitations provided by the Internal Revenue Code and similar state provisions. The annual limitation could result in the expiration of the net operating loss before use.

We file U.S and state income tax returns with varying statutes of limitations. The tax years from 1998 forward remain open to examination due to the carryover of net operating losses or tax credits.

The Company's practice is to recognize interest and/or penalties related to income tax matters in income tax expense in accordance with FIN 48. As of December 31 2008, the Company had no accrued interest and/or penalties. The company does not anticipate a significant change to it unrecognized tax benefits over the next twelve months. The unrecognized tax benefits may change during the next year for items that arise in the ordinary course of business.

The following table summarizes the activity related to our unrecognized tax benefits:

	December 31,	
	2008	2007
Beginning balance	$1,300	$1,140
Additions based on tax positions related to the current year	79	160
Additions for tax positions of prior years	—	—
Reductions for tax positions of prior years	(97)	—
Ending Balance	$1,282	$1,300

NOTE 10 – ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Accounts payable and accrued liabilities consist of the following (in thousands):

	December 31,	
	2008	2007
Accounts payable	$ 1,691	$ 1,554
Accrued clinical trial expense	1,256	1,044
Accrued research and collaboration expense	423	420
Accrued professional fees	288	234
Deferred rent	153	131
Other	37	155
Total accounts payable and accrued liabilities	$ 3,848	$ 3,538

NOTE 11 – QUARTERLY FINANCIAL DATA (UNAUDITED)

The following table sets forth certain unaudited quarterly financial data for the eight quarters ended December 31, 2008. The unaudited information set forth below has been prepared on the same basis as the audited information and includes all adjustments necessary to present fairly the information set forth herein. The operating results for any quarter are not indicative of results for any future period. All data is in thousands except per common share data.

	2008				2007			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Revenues	$ 2,765	$ 2,842	$ 3,745	$ 6,834	$ 1,422	$ 2,584	$ 2,325	$ 2,767
Expenses	$ 11,573	$ 10,831	$ 10,127	$ 9,030	$ 7,429	$ 8,422	$ 7,644	$ 10,374
Net loss	$ (7,972)	$ (7,419)	$ (6,340)	$ (2,571)	$ (5,359)	$ (5,181)	$ (4,268)	$ (6,673)
Net loss per share	$ (0.20)	$ (0.18)	$ (0.15)	$ (0.06)	$ (0.15)	$ (0.15)	$ (0.11)	$ (0.17)

ITEM 9 – CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A – CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We have performed an evaluation under the supervision and with the participation of our management, including our principal executive officer and principal financial officer of the effectiveness of our disclosure controls and procedures, as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Based on that evaluation, our management, including our principal executive officer and principal financial officer, concluded that our disclosure controls and procedures were effective as of December 31, 2008 to ensure that information required to be disclosed by us in the reports filed or submitted by us under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding disclosure.

There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including cost limitations, the possibility of human error, judgments and assumptions regarding the likelihood of future events, and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can provide only reasonable assurance of achieving their control objectives.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the Exchange Act.

Management has used the framework set forth in the report entitled Internal Control—Integrated Framework published by the Committee of Sponsoring Organizations of the Treadway Commission, known as COSO, to evaluate the effectiveness of the Company's internal control over financial reporting. Management has concluded that our internal control over financial reporting was effective as of December 31, 2008.

Ernst & Young LLP, our independent registered public accounting firm, has audited the consolidated financial statements included in our Annual Report on Form 10-K and has issued an attestation report on the effectiveness of our internal controls over financial reporting as of December 31, 2008.

Changes in Internal Controls

There has been no change in our internal controls over financial reporting during the fourth fiscal quarter of 2008 that has materially affected, or is reasonably likely to materially affect, our internal controls over financial reporting.

ITEM 9B – OTHER INFORMATION

On May 18, 2007, we entered into a sales agreement (the "Sales Agreement") with Cantor Fitzgerald & Co. ("Cantor"), pursuant to which we may issue and sell up to 3,000,000 shares of our common stock from time to time through Cantor as agent. (See our Current Report on Form 8-K filed on May 18, 2007). Pursuant to a notice we sent to Cantor under the Sales Agreement, the Sales Agreement was terminated effective February 27, 2009.

PART III

Certain information required by Part III is omitted from this Report on Form 10-K since we intend to file our definitive Proxy Statement for our next Annual Meeting of Stockholders, pursuant to Regulation 14A of the Securities Exchange Act of 1934, as amended (the "2009 Proxy Statement"), no later than April 30, 2009, and certain information to be included in the 2009 Proxy Statement is incorporated herein by reference.

ITEM 10 – DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

The information required by this item concerning our directors, executive officers, Section 16 compliance and code of ethics is incorporated by reference to the information set forth in the sections titled "Election of Directors," "Management," "Section 16(a) Beneficial Ownership Reporting Compliance" and "Code of Ethics" in our 2009 Proxy Statement.

ITEM 11 – EXECUTIVE COMPENSATION

The information required by this item regarding executive compensation is incorporated by reference to the information set forth in the sections titled "Executive Compensation" in our 2009 Proxy Statement.

ITEM 12 – SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

The information required by this item regarding security ownership of certain beneficial owners and management is incorporated by reference to the information set forth in the section titled "Security Ownership of Certain Beneficial Owners and Management" and "Equity Compensation Plans" in our 2009 Proxy Statement.

ITEM 13 – CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

The information required by this item regarding certain relationships and related transactions is incorporated by reference to the information set forth in the section titled "Certain Relationships and Related Transactions" in our 2009 Proxy Statement.

ITEM 14 – PRINCIPAL ACCOUNTING FEES AND SERVICES

The information required by this item regarding principal accounting fees and services is incorporated by reference to the information set forth in the section titled "Principal Accounting Fees and Services" in our 2009 Proxy Statement.

PART IV

ITEM 15 – EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) The following documents are included as part of this Annual Report on Form 10-K:

1. Financial Statements—See Index to Consolidated Financial Statements in Item 8.
2. Financial Statement Schedules—Not Applicable.
3. Exhibits—See Index to Exhibits.

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on March 3, 2009.

SANGAMO BIOSCIENCES, INC.

By: /s/ EDWARD O. LANPHIER II
Edward O. Lanphier II
President, Chief Executive Officer and Director

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant and in the capacities and on the dates indicated:

Signature	Title	Date
/s/ EDWARD O. LANPHIER II **Edward O. Lanphier II**	President, Chief Executive Officer and Director (Principal Executive Officer)	March 3, 2009
/s/ H. WARD WOLFF **H. Ward Wolff**	Executive Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	March 3, 2009
/s/ PAUL B. CLEVELAND **Paul B. Cleveland**	Director	March 3, 2009
/s/ WILLIAM G. GERBER, M.D. **William G. Gerber, M.D.**	Director	March 3, 2009
/s/ JOHN W. LARSON **John W. Larson**	Director	March 3, 2009
/s/ MARGARET A. LIU, M.D. **Margaret A. Liu, M.D.**	Director	March 3, 2009
/s/ STEVEN J. MENTO, PH.D **Steven J. Mento, Ph.D**	Director	March 3, 2009
/s/ THOMAS G. WIGGANS **Thomas G. Wiggans**	Director	March 3, 2009
/s/ MICHAEL C. WOOD **Michael C. Wood**	Director	March 3, 2009

INDEX TO EXHIBITS

Exhibit Number	Description of Document
1.1	Purchase Agreement, dated June 15, 2006, between Sangamo and Piper Jaffray & Co. (incorporated by reference to Exhibit 1.1 to the Company's Form 8-K filed in June 16, 2006).
1.2	Agency Agreement between Sangamo and JMP Securities, Piper Jaffray & Co., Leerink Swann & Company and Janney Montgomery Scott LLC, dated July 16, 2007 (incorporated by reference to Exhibit 1.1 to the Company's Form 8-K filed on July 17, 2007).
3.1	Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form S-1/A (Registration No. 333-30134) filed April 4, 2000).
3.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.2 to the Company's Registration Statement on Form S-1/A (Registration No. 333-30134) filed April 4, 2000).
4.1	Form of Specimen Common Stock Certificate (incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form S-1/A (Registration No. 333-30134) filed April 4, 2000).
10.1(+)	2000 Employee Stock Purchase Plan (incorporated by reference to Exhibit 10.2 to the Company's Registration Statement on Form S-1/A (Registration No. 333-30134) filed February 24, 2000).
10.2	Form of Indemnification Agreement entered into between Sangamo and each of its directors and executive officers (incorporated by reference to Exhibit 10.4 to the Company's Registration Statement on Form S-1/A (Registration No. 333-30134) filed February 24, 2000).
10.3†	Sublicense Agreement, by and between Sangamo and Johnson & Johnson, dated May 9, 1996 (incorporated by reference to Exhibit 10.8 to the Company's Registration Statement on Form S-1/A (Registration No. 333-30134) filed April 4, 2000).
10.4†	Patent License Agreement between Sangamo and Massachusetts Institute of Technology dated May 9, 1996, (incorporated by reference to Exhibit 10.12 to the Company's Registration Statement on Form S-1/A (Registration No. 333-30134) filed March 14, 2000).
10.5†	License Agreement between Sangamo and the Johns Hopkins University dated July 16, 1998, as amended (incorporated by reference to Exhibit 10.13 to the Company's Amendment No. 2 to the Registration Statement on Form S-1/A (Registration No. 333-30134) filed March 14, 2000).
10.6(+)	Employment Agreement, between Sangamo and Edward O. Lanphier II, dated June 1, 1997 (incorporated by reference to Exhibit 10.15 to the Company's Registration Statement on Form S-1/A (Registration No. 333-30134) filed March 14, 2000).
10.7	License Agreement by and between The Scripps Research Institute and Sangamo, dated March 14, 2000 (incorporated by reference to Exhibit 10.19 to the Company's Registration Statement on Form S-1/A (Registration No. 333-30134) filed April 5, 2000).
10.8(+)	2004 Stock Incentive Plan (incorporated by reference to Appendix C of the Company's Definitive Proxy Statement on Schedule 14A filed April 29, 2004).
10.9	Triple Net Laboratory Lease, between Sangamo and Point Richmond R&D Associates II, LLC, dated May 23, 1997 (incorporated by reference to Sangamo's Registration Statement on Form S-1 (Reg. No. 333-30314), as amended).
10.10	First Amendment to Triple Net Laboratory Lease, between Sangamo and Point Richmond R&D Associates II, LLC, dated March 12, 2004 (incorporated by reference to Sangamo's Annual Report on Form 10-K for the year ended December 31, 2004).

Exhibit Number	Description of Document
10.11(+)	Separation Agreement and Release between Sangamo and Dr. Casey Case, dated November 18, 2005 (incorporated by reference to Exhibit 99.1 to the Company's Form 8-K filed November 22, 2005).
10.12	Placement Agency Agreement, dated November 10, 2005, among Sangamo, JMP Securities LLC, Piper Jaffray & Co. and Leerink Swann & Company (incorporated by reference to Exhibit 1.1 to the Company's Form 8-K filed on November 14, 2005).
10.13†	Research and Commercial Option License Agreement, dated October 5, 2005, between Sangamo and Dow AgroSciences LLC (incorporated by reference to Exhibit 10.23 to the Company's Annual Report on Form 10-K, filed March 16, 2006).
10.14†	Research, Development and Commercialization Agreement dated October 24, 2006 between Sangamo and Juvenile Diabetes Research Foundation International (incorporated by reference to Exhibit 10.19 to the Company's Annual Report on Form 10-K, filed March 1, 2007).
10.15	Asset Purchase Agreement dated December 1, 2006 by and between Sangamo and Edwards Lifesciences LLC (incorporated by reference to the Company's Form 8-K filed on December 28, 2006).
10.16†	Research and License Agreement between Sangamo and Genentech, Inc., dated April 27, 2007 (incorporated by reference to Exhibit 10.1 to the Company's Annual Report on Form 10-Q, filed August 9, 2007).
10.17†	License Agreement between Sangamo and Sigma-Aldrich Corporation, dated July 10, 2007 (incorporated by reference to Exhibit 10.1 to the Company's Annual Report on Form 10-Q, filed November 1, 2007).
10.18	Common Stock Purchase Agreement between Sangamo and Sigma-Aldrich Corporation, dated July 10, 2007 (incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on July 10, 2007).
10.19†	Letter Agreement between Sangamo and Sigma-Aldrich Corporation, dated February 25, 2008 (incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on May 9, 2008).
10.20†	Second Research and License Agreement between Sangamo and Genentech, Inc., dated February 27, 2008 (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on May 9, 2008).
10.21†	License Agreement between Sangamo and Open Monoclonal Technology, Inc., dated April 2, 2008 (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on August 8, 2008).
10.22†	Research and License Agreement between Sangamo and F. Hoffmann-La Roche Ltd and Hoffmann-La Roche Inc., dated July 2, 2008 (incorporated by reference to Exhibit 10.1 to the Company's Form 10-Q filed on November 4, 2008).
10.23†	Letter Agreement between Sangamo and Sigma-Aldrich Corporation, dated July 2, 2008 (incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on November 4, 2008).
10.24(+)	Plan Amendment to 2004 Stock Incentive Plan (incorporated by reference to Exhibit 10.2 to the Company's Form 10-Q filed on August 7, 2008).
10.25††	License Agreement between Sangamo and Pfizer Inc, dated December 19, 2008.
10.26(+)	Amended and Restated Employment Agreement between Sangamo and H. Ward Wolff, dated December 31, 2008.

Exhibit Number	Description of Document
10.27(+)	First Amendment to Employment Agreement between Sangamo and Edward O. Lanphier, dated December 31, 2008.
21.1	Subsidiaries of the Company (incorporated by reference to Exhibit 21.1 to the Company's Annual Report on Form 10-K, filed March 27, 2003).
23.1	Consent of Independent Registered Public Accounting Firm.
31.1	Rule 13a-14(a) Certification of Chief Executive Officer.
31.2	Rule 13a-14(a) Certification of Principal Financial Officer.
32.1	Certification Pursuant to 18 U.S.C. Section 1350.

† Confidential treatment has been granted for certain information contained in this document pursuant to an order of the Securities and Exchange Commission. Such information has been omitted and filed separately with the Securities and Exchange Commission.

†† Confidential treatment has been requested for certain information contained in this document. Such information has been omitted and filed separately with the Securities and Exchange Commission.

(+) Indicates management contract or compensatory plan or arrangement.

NOTE: Portions of this Exhibit are the subject of a Confidential Treatment Request by the Registrant to the Securities and Exchange Commission (the "Commission"). Such portions have been redacted and are marked with a "[***]" in the place of the redacted language. The redacted information has been filed separately with the Commission.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "**Agreement**") is made and entered into effective as of December 19, 2008 (the "**Effective Date**") by and between **SANGAMO BIOSCIENCES, INC.**, a Delaware corporation with offices at 501 Canal Blvd., Suite A100, Richmond, California 94804 ("**Sangamo**"), and **PFIZER INC.**, a Delaware corporation having its principal place of business at 235 East 42nd Street, New York, New York 10017 ("**Pfizer**"). Sangamo and Pfizer may be referred to herein individually as a "Party", and collectively as the "Parties."

RECITALS

WHEREAS, Sangamo has expertise in and owns or controls proprietary technology relating to zinc finger nucleases and their use to alter the genomes and protein expression capabilities of organisms and cells, including animals and animal cells;

WHEREAS, pursuant to that certain Agreement between the Parties, dated December 17, 2004 (the "**2004 Agreement**"), Sangamo prepared certain genetically modified cell lines using its zinc finger nuclease technology and provided these cell lines to Pfizer solely for research purposes; and

WHEREAS, pursuant to that certain Agreement between the Parties, dated December 16, 2005, as amended December 13, 2006 (the **"**2005 Agreement"), Sangamo granted Pfizer a license to use Sangamo's zinc finger nuclease technology to generate certain other genetically modified cell lines for research purposes; and

WHEREAS, Pfizer now desires a license from Sangamo that would permit Pfizer to use genetically modified cell lines having a specific genomic alteration to generate proteins for clinical and commercial purposes as components of Pfizer's human therapeutic products, and Sangamo is willing to provide such license under the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the covenants and promises contained herein, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

As used in this Agreement, the following capitalized terms will have the following meanings:

1.1 "Affiliate" means, with respect to a particular Party, any other person or entity that directly or indirectly controls, is controlled by, or is in common control with such Party. As used in this Section 1.1, the term "controls" (with correlative meanings for the terms "controlled by" and "under common control with") means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest of entity, or the possession, directly or indirectly, of the power to direct the management or policies of the entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 "Confidential Information" means each Party's confidential information, inventions, non-public know-how or non-public data disclosed pursuant to this Agreement, the Prior Agreements, or any other any confidentiality agreement between the Parties and will include, without limitation, manufacturing, marketing, financial, personnel and other business information and plans, whether in oral, written, graphic or electronic form and which is marked "Confidential" at the time of disclosure or, if disclosed in a form other than in writing, which the disclosing Party declares to be confidential at the time of disclosure and confirms such delcaration in writing within thirty (30) days of disclosure.

1.3 "Control" means, with respect to an item of Information or an intellectual property right, that a Party owns or has a license to such item or right and has the ability to disclose such item or grant a license or sublicense as provided for in this Agreement under such item or right without violating the terms of any agreement or other arrangement with any Third Party.

1.4 "Designated Gene" means the glutamine synthetase gene.

1.5 "Executive Officer" means the chief executive officer ("CEO") of the applicable Party, or another senior executive officer of such Party who has been duly appointed by the Party's CEO or the Party's board of directors to act as the representative of the Party.

1.6 "Field" means all human therapeutic uses.

1.7 "Information" means information, results, samples and data of any type whatsoever, in any tangible or intangible form whatsoever, including without limitation, databases, inventions, practices, methods, techniques, specifications, formulations, formulae, knowledge, know-how, skill, experience, test data including pharmacological, biological, chemical, biochemical, toxicological and clinical test data, analytical and quality control data, stability data, studies and procedures, and patent and other legal information or descriptions.

1.8 "Pfizer Product" means any Pfizer product that is created or produced through use or practice of Sangamo IP Rights for use in the Field that contains any antibodies or other proteins created or produced through the use of a ZFN Modified Cell Line and does not contain therapeutically relevant quantities of any ZFN Modified Cell Line or any ZFN.

1.9 "Patents" means (a) all patents and patent applications (including provisional applications), (b) any substitutions, divisions, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates and the like of the foregoing, and (c) any foreign or international equivalents of any of the foregoing.

1.10 "Prior Agreement" means the 2004 Agreement or the 2005 Agreement.

1.11 "Sangamo IP Rights" means the Sangamo Patents and the Sangamo Know-How.

1.12 "Sangamo Know-How" means all Information (other than Sangamo Patents) that (a) is Controlled by Sangamo as of the Effective Date and (b) is reasonably required or useful for (i) the use of the Sangamo Reagents to generate ZFN Modified Cell Lines or (ii) the use of the ZFN Modified Cell Lines in the Field.

1.13 "Sangamo Patents" means all Patents that:

(a) are Controlled by Sangamo or its Affiliates as of the Effective Date; and

(b) claim or cover (i) the Sangamo Reagents or the ZFN Modified Cell Lines; (ii) the use of the Sangamo Reagents to generate ZFN Modified Cell Lines or (iii) the use of the ZFN Modified Cell Lines in the Field.

As of the Effective Date, the Sangamo Patents include, without limitation, the Patents listed in Exhibit A.

1.14 "Sangamo Reagents" are those ZFN-related reagents that were supplied by Sangamo to Pfizer under the Prior Agreement.

1.15 "Sangamo Technology" means the Sangamo Reagents, Information, methods, and other reagents (a) delivered by Sangamo to Pfizer under this Agreement or the Prior Agreement and (b) necessary or useful for generating a CHO cell line that contains one or more targeted alterations in the genomic DNA (when compared with the parental cell line from which it was derived) at the Designated Gene.

1.16 "Select Sangamo Licensors" means the Massachusetts Institute of Technology and its trustees, directors, officers, employees and affiliates; and Johns Hopkins University and its trustees, officers, employees, students and affiliates.

1.17 "Third Party" means any individual or entity other than the Parties or their respective Affiliates.

1.18 "Territory" means the entire world.

1.19 "ZFN Modified Cell Line" means a CHO cell line that contains one or more targeted alterations in the genomic DNA (when compared with the parental cell line from which it was derived) at the Designated Gene, where such alteration(s) at the Designated Gene is (are) the result of using Sangamo Technology.

1.20 "ZFN" means a zinc-finger nuclease protein, or a nucleic acid encoding and capable of expressing such protein in a cell or tissue.

ARTICLE 2

LICENSE GRANT

2.1 Licenses to Pfizer. Subject to the terms and conditions of this Agreement (including Pfizer's payment of the amount set forth in Section 3.1), Sangamo hereby grants to Pfizer and Pfizer's Affiliates a worldwide, fully paid (subject to Section 3.1), perpetual, royalty free, irrevocable (subject to Section 8.4), non-exclusive license under the Sangamo IP Rights (a) to use the Sangamo Reagents to modify CHO cell lines to generate ZFN Modified Cell Lines; and (b) to use ZFN Modified Cells Lines generated under the license granted in Section 2.1(a) or the Prior Agreements to make, have made, use, sell, have sold, import and export Pfizer Products solely in the Field. Notwithstanding anything to the contrary in this Agreement, such license does not include (i) a license to alter any genomic DNA other than the genomic DNA of the Designated Gene or (ii) a license to make any protein that is not a component of a Pfizer human therapeutic product.

2.2 Sublicensing; Transfer of ZFN Modified Cell Lines. Neither Pfizer nor Pfizer's Affiliates may sublicense the rights granted under Section 2.1 or transfer the ZFN Modified Cell Lines to any Third Party without Sangamo's written consent, which may be withheld by Sangamo at its sole discretion. Notwithstanding the foregoing, Pfizer is permitted to transfer ZFN Modified Cell Lines to a contract manufacturer solely for use in the Field on behalf of Pfizer. Pfizer shall promptly notify Sangamo in writing of any such transfer and will remain fully responsible for such contract manufacturer's compliance with the terms and conditions of this Agreement.

2.3 No Non-Permitted Use. Pfizer hereby covenants that it shall not, nor shall it permit any Affiliate or licensee, to use or practice, directly or indirectly, any Sangamo IP Rights, Sangamo Technology, or ZFN Modified Cell Lines for any purposes other than those expressly permitted by this Agreement, except as granted under a Prior Agreement.

2.4 No Prohibition on Sangamo. Nothing in this Agreement will prevent Sangamo from making, using, offering for sale, selling, or importing ZFNs for all purposes (including for purposes in the Field), and to grant to Third Parties the right to do the same.

2.5 Upstream Licenses. The license granted to Pfizer hereunder includes sublicenses under intellectual property licensed to Sangamo under agreements with Third Parties ("**Upstream Licenses**"), including the agreements identified in Exhibit B. The license granted to Pfizer hereunder is subject to certain rights retained under the Upstream Licenses identified in Exhibit B by the respective licensors, as set forth in Exhibit C. Certain key terms of the Upstream Licenses are reproduced in Exhibit D.

2.6 Third Party Licenses. Pfizer shall be solely responsible for obtaining, at its sole expense, any other licenses from Third Parties that Pfizer determines, in its sole discretion, are required in order to lawfully make, use, sell, offer for sale, or import Pfizer Products.

2.7 Compliance with Law. Each Party shall comply, and shall ensure that its Affiliates, licensees and Third Party contractors comply, with all applicable laws, regulations, and guidelines, including without limitation those relating to the transport, storage, and handling of Sangamo Reagents and ZFN Modified Cell Lines.

ARTICLE 3

COMPENSATION

3.1 License Fee. Pfizer shall pay Sangamo Three Million Dollars ($3,000,000) no later than December 30, 2008. Any payment made under this Section 3.1 will be non-creditable and non-refundable.

3.2 Acknowledgement. The Parties acknowledge and agree that the payment set forth in Section 3.1 is in full consideration for, and represents all royalties, milestones, and other payments payable to Sangamo hereunder as compensation for, the rights granted under this Agreement.

3.3 Method of Payment. All payments due to Sangamo under this Agreement will be paid in United States dollars by wire transfer to a bank in the U.S. designated in writing by Sangamo. All references to "dollars" or "$" herein will refer to United States dollars.

3.4 Late Payments. Any amount owed by Pfizer to Sangamo under this Agreement that is not paid within the applicable time period set forth herein will accrue interest at the lower of (a) two percent (2%) per annum above the then-applicable prime commercial lending rate of Citibank, N.A., in San Francisco, California, or (b) the highest rate permitted under applicable law.

ARTICLE 4

INTELLECTUAL PROPERTY

4.1 Ownership. Subject to the license granted under Section 2.1, all rights in the Sangamo IP Rights will remain with Sangamo.

4.2 Patent Prosecution. Sangamo will have the sole right, but not the obligation, to conduct and control the filing, prosecution and maintenance of the Sangamo Patents. At the reasonable request of Sangamo, Pfizer will cooperate with Sangamo in connection with such filing, prosecution, and maintenance, at Sangamo's expense. Pfizer will be free to file, prosecute, and maintain Patents directed to inventions solely owned by Pfizer or Pfizer's Affiliates, including such inventions invented as a result of practicing the licenses granted herein. Notwithstanding the foregoing, under no circumstances shall Pfizer use the Sangamo Know-How, Sangamo Reagents, or any Confidential Information of Sangamo to support the filing of a patent application in any country in the world that contains claims directed to the generation of ZFNs or the use of ZFNs to engineer cells, cell lines, or whole organisms, provided that the foregoing shall not be interpreted as preventing Pfizer from disclosing the generation of ZFNs or use of ZFNs for the purpose of supporting claims directed to a ZFN Modified Cell Line or a Pfizer Product, either of which is invented by Pfizer or Pfizer's Affiliates.

4.3 Infringement of Patents by Third Parties. Sangamo will have the sole right, but not the obligation, to take appropriate action against any person or entity directly or indirectly infringing any Sangamo Patent (or asserting that a Sangamo Patent is invalid or unenforceable) (collectively, "**Infringement**"), either by settlement or lawsuit or other appropriate action. Pfizer shall reasonably cooperate with Sangamo with respect to the investigation and prosecution of any alleged, threatened, or actual Infringement, at Sangamo's expense. Pfizer shall promptly notify Sangamo in writing of any alleged, threatened, or actual Infringement of which Pfizer becomes aware.

ARTICLE 5

CONFIDENTIALITY

5.1 Confidentiality. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the Parties, each Party agrees that, for the term of this Agreement and for seven (7) years thereafter, it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this Agreement any Confidential Information disclosed to it by the other Party pursuant to this Agreement, except to the extent that the receiving Party can demonstrate by competent evidence that specific Confidential Information:

(a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the other Party;

(b) was generally available to the public or part of the public domain at the time of its disclosure to the receiving Party;

(c) became generally available to the public or part of the public domain after its disclosure to the receiving Party and other than through any act or omission of the receiving Party in breach of this Agreement;

(d) was disclosed to the receiving Party by a Third Party who had no obligation to the disclosing Party not to disclose such information to others, other than under an obligation of confidentiality to the Third Party; or

(e) was independently discovered or developed by the receiving Party without the use of Confidential Information belonging to the disclosing Party, as documented by the receiving Party's contemporaneous written records.

5.2 Authorized Disclosure. Notwithstanding the limitations in this Article 5, either Party may disclose the Confidential Information belonging to the other Party to the extent such disclosure is reasonably necessary in the following instances:

(a) complying with applicable laws or regulations or valid court orders, *provided that* the Party making such disclosure provides the other Party with reasonable prior written notice of such disclosure and reasonably cooperates with the other Party in the other Party's attempt to obtain a protective order preventing or limiting the disclosure, or requiring that the Confidential Information be used only for the purposes for which the law or regulation required, or for which the order was issued;

(b) disclosure to investors and potential investors, acquirers, or merger candidates who are under an obligation of confidentiality no less restrictive than the confidentiality terms of this Agreement, provided that such disclosure is used solely for the purpose of evaluating such investment, acquisition, or merger (as the case may be); and

(c) disclosure on a need-to-know basis to Affiliates, licensees, sublicensees, employees, consultants or agents who agree to be bound by obligations of confidentiality and non-use at least equivalent in scope to those set forth in this Article 5.

5.3 Publicity. The Parties agree that the public announcement of the execution of this Agreement will be substantially in the form of the press release attached as Exhibit E. Any material changes in the text of Exhibit E will require written approval by both Parties prior to release.

5.4 Terms of the Agreement. Each Party shall treat the terms of this Agreement as the Confidential Information of other Party, subject the exceptions set forth in Section 5.2. Notwithstanding the foregoing, Pfizer acknowledges that Sangamo may be obligated to file a copy of this Agreement with the United States Securities and Exchange Commission (the "**SEC**"). Sangamo will be entitled to make such a required filing, provided that it requests confidential treatment of certain commercial terms and sensitive technical terms hereof to the extent such confidential treatment is reasonably available to it. In the event of any such filing, Sangamo shall provide Pfizer with a copy of the Agreement marked to show provisions for

which Sangamo intends to seek confidential treatment and shall reasonably consider and incorporate Pfizer's comments thereon to the extent consistent with the legal requirements governing redaction of information from material agreements that must be publicly filed. Pfizer shall promptly provide any such comments. Pfizer recognizes that United States laws and SEC policies and regulations to which Sangamo is and may become subject may require such filing Party to publicly disclose certain terms of this Agreement, and that Sangamo is, after completing the above mentioned procedures, entitled hereunder to make such required disclosures to the extent legally required.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Pfizer. Pfizer hereby represents and warrants to Sangamo that, as of the Effective Date:

(a) Corporate Power. Pfizer is duly organized and validly existing under the laws of Delaware and has corporate full power and authority to enter into this Agreement and to carry out the provisions hereof.

(b) Due Authorization. Pfizer is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person executing this Agreement on Pfizer's behalf has been duly authorized to do so by all requisite corporate action.

6.2 Representations and Warranties of Sangamo. Sangamo hereby represents and warrants to Pfizer that, as of the Effective Date:

(a) Corporate Power. Sangamo is duly organized and validly existing under the laws of Delaware and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof.

(b) Due Authorization. Sangamo is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person executing this Agreement on Sangamo's behalf has been duly authorized to do so by all requisite corporate action.

6.3 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS ARTICLE 6, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

ARTICLE 7

INDEMNIFICATION

7.1 Indemnification by Sangamo. Sangamo agrees to indemnify, hold harmless, and defend Pfizer and its Affiliates and their respective directors, officers, employees, and agents (collectively, the **"Pfizer Indemnitees"**) from and against any and all liabilities, damages, costs, expenses, or losses (including reasonable legal expenses and attorneys' fees) (collectively, **"Losses"**) resulting from any claims, suits, actions, demands, or other proceedings brought by a Third Party (collectively, **"Claims"**) to the extent arising from the gross negligence or willful misconduct of Sangamo or any of its Affiliates, or their respective employees or agents. Notwithstanding the foregoing, Sangamo will not have any obligation to indemnify the Pfizer Indemnitees to the extent that a Claim arises from (i) the gross negligence or willful misconduct of Pfizer or any of its Affiliates, licensees, or sublicensees, or their respective employees or agents; or (ii) a material breach by Pfizer of a material representation, warranty, or covenant of this Agreement.

7.2 Indemnification by Pfizer. Pfizer agrees to indemnify, hold harmless, and defend Sangamo and its Affiliates and their respective directors, officers, employees, and agents, and the Select Sangamo Licensors (collectively, the **"Sangamo Indemnitees"**) from and against any Losses resulting from Claims, to the extent arising from any of the following: (a) the gross negligence or willful misconduct of Pfizer or any of its Affiliates or their respective employees or agents; (b) the use, handling, storage, or transport of Sangamo Reagents or ZFN Modified Cell Lines by or on behalf of Pfizer or its Affiliates, licensees, or sublicensees; or (c) the design, development, manufacture, regulatory approval, handling, storage, transport, distribution, sale or other disposition of any Pfizer Product by or on behalf of Pfizer or its Affiliates, licensees, or

sublicensees. Notwithstanding the foregoing, Pfizer will not have any obligation to indemnify the Sangamo Indemnitees to the extent that a Claim arises from (i) the gross negligence or willful misconduct of Sangamo or any of its Affiliates, or their respective employees or agents; or (ii) a material breach by Sangamo of a material representation, warranty, or covenant of this Agreement.

7.3 Control of Defense. As a condition precedent to any indemnification obligations hereunder, any entity entitled to indemnification under this Article 7 shall give written notice to the indemnifying Party of any Claims that may be subject to indemnification, promptly after learning of such Claim. If such Claim falls within the scope of the indemnification obligations of this Article 7, then the indemnifying Party shall assume the defense of such Claim with counsel reasonably satisfactory to the indemnified Party. The indemnified Party shall cooperate with the indemnifying Party in such defense. The indemnified Party may, at its option and expense, be represented by counsel of its choice in any action or proceeding with respect to such Claim. The indemnifying Party will not be liable for any litigation costs or expenses incurred by the indemnified Party without the indemnifying Party's prior written consent, such consent not to be unreasonably withheld. The indemnifying Party shall not settle any such Claim if such settlement (a) does not fully and unconditionally release the indemnified Party from all liability relating thereto or (b) adversely impacts the exercise of the rights granted to the indemnified Party under this Agreement, unless the indemnified Party otherwise agrees in writing.

ARTICLE 8

TERM; TERMINATION

8.1 Term. The term of this Agreement will commence upon the Effective Date and, will continue until terminated pursuant to Section 8.2 or 8.3.

8.2 Termination for Material Breach. Either Party will have the right to terminate this Agreement by written notice to the other Party upon or after the breach of any material provision of this Agreement by the other Party if the other Party fails to cure the breach within sixty (60) days following written notice from the nonbreaching Party specifying such breach.

8.3 Termination by Pfizer. Pfizer will have the right to voluntarily terminate this Agreement upon written notice to Sangamo at any time and for any reason.

8.4 Effect of Termination. Except as otherwise expressly provided herein, in the event of termination of this Agreement pursuant to Section 8.2 or Section 8.3, the following will apply:

(a) If this Agreement is terminated by Pfizer under Section 8.3, all rights and licenses granted by Sangamo to Pfizer under this Agreement will terminate and will revert to Sangamo without further action by either Sangamo or Pfizer;

(b) If this Agreement is terminated by Pfizer under Section 8.3, Pfizer shall cease, and shall cause its Affiliates, licensees, and sublicensees to cease, all development and, except as provided in this subsection, commercialization of Pfizer Products, and Pfizer shall not use or practice, nor shall it cause or permit any of its Affiliates, licensees, or sublicensees to use or practice, directly or indirectly, any Sangamo IP Rights;

(c) If this Agreement is terminated by Pfizer under Section 8.3, Pfizer shall promptly return, or at Sangamo's request, destroy, any Sangamo Reagents in Pfizer's possession or control at the time of termination;

(d) If this Agreement is terminated by Pfizer under Section 8.3, Pfizer shall promptly destroy any ZFN Modified Cell Lines in Pfizer's possession or control at the time of termination; and

(e) If this Agreement is terminated by Pfizer under Section 8.3, each Party shall promptly return, or at the other Party's request destroy, any Confidential Information of the other Party in such Party's possession or control at the time of termination.

(f) Termination of this Agreement by Sangamo under Section 8.2 will not terminate the licenses and rights granted by Sangamo to Pfizer under this Agreement. Notwithstanding the foregoing, in the event that Sangamo terminates this Agreement under Section 8.2 for Pfizer's uncured failure to pay the full amount set forth in Section 3.1, then the

licenses and rights granted by Sangamo to Pfizer under this Agreement will terminate and subsections (a)-(e) will apply as though Pfizer had terminated the Agreement under Section 8.3.

(g) Each Party will retain any and all rights or remedies such Party may have in law or in equity, provided that neither Party may claim compensation for lost opportunity, lost profits, or consequential damages arising out of the fact of such early termination.

8.5 Surviving Obligations. Termination or expiration of this Agreement will not affect any rights of either Party arising out of any event or occurrence prior to termination, including, without limitation, any obligation of Pfizer to pay any amount which became due and payable under the terms and conditions of this Agreement prior to expiration or such termination. The following portions of this Agreement will survive termination or expiration of this Agreement: Sections 8.4, and 8.5, and Articles 5, 7, 9, and 10.

ARTICLE 9

GOVERNING LAW; DISPUTE RESOLUTION

9.1 Governing Law. This Agreement will be governed by the laws of the State of California, without regard to any conflicts of law principles that would provide for application of the law of a jurisdiction other than California. Any dispute arising from, or governed by, a breach of any term of this Agreement will be adjudicated only in the state or federal courts located in the Northern District of California.

9.2 Legal Compliance. The Parties shall review in good faith and cooperate in taking such actions to ensure compliance of this Agreement with all applicable laws.

9.3 Dispute Resolution. In the event of any dispute, the Parties shall refer such dispute to their respective Executive Officers for attempted resolution by good faith negotiations within sixty (60) days after such referral is made. In the event such officers are unable to resolve such dispute within such sixty (60) day period, each Party may pursue, in a court of competent jurisdiction, any remedies available to it at law or in equity with respect to such dispute.

ARTICLE 10

GENERAL PROVISIONS

10.1 Use of Name. No right, express or implied, is granted by this Agreement to either Party to use in any manner the name of the other or any other trade name or trademark of the other in connection with the performance of this Agreement.

10.2 LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS PARAGRAPH IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER ARTICLE 7, OR DAMAGES AVAILABLE FOR BREACHES OF THE OBLIGATIONS SET FORTH IN SECTION 2.3 OR ARTICLE 5.

10.3 Independent Parties. The Parties are not employees or legal representatives of the other Party for any purpose. Neither Party will have the authority to enter into any contracts in the name of or on behalf of the other Party.

10.4 Notice. All notices, including notices of address change, required or permitted to be given under this Agreement will be in writing and deemed to have been received (a) when received if hand delivered, (b) four (4) days after being sent by certified mail, postage prepaid, (c) one (1) business day after being sent by an internationally recognized overnight delivery service, or (d) when received if sent by confirmed facsimile, in each case sent to the address or facsimile number set forth below (or any updated addresses or facsimile number communicated to the other Party in writing):

If to Sangamo: Sangamo BioSciences, Inc.
501 Canal Blvd, Suite A100
Richmond, CA 94804
Attention: Chief Executive Officer
Fax: (510) 236-8951

If to Pfizer: Pfizer, Inc.
235 East 42nd Street
New York, New York 10017
Attention: SVP & Associate General Counsel, PGRD
With copy to: Christopher Slavinsky, Director,
Worldwide Business Development
Fax: (860) 715-9981

10.5 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect.

10.6 Waiver. Any waiver (express or implied) by either Party of any breach of this Agreement will not constitute a waiver of any other or subsequent breach.

10.7 Entire Agreement; Prior Agreements; Amendment. This Agreement and the exhibits attached hereto constitute the entire, final, complete and exclusive agreement between the Parties and supersede all previous agreements or representations, written or oral, with respect to the subject matter of this Agreement (other than any confidentiality agreement between the Parties, which will continue in full force and effect in accordance with its terms, or the Prior Agreements, which are addressed in the following sentence). The Parties agree that nothing herein is intended to alter any rights or obligations of the Parties that may exist under the Prior Agreements. All information of Sangamo or Pfizer to be kept confidential by the other Party under the Prior Agreement, as of the Effective Date, will be maintained as Confidential Information by such other Party under the obligations set forth in Article 5 of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party.

10.8 Nonassignability; Binding on Successors. Any attempted assignment of the rights or delegation of the obligations under this Agreement will be void without the prior written consent of the nonassigning or nondelegating Party; provided, however, that either Party

may assign its rights or delegate its obligations under this Agreement without such consent (a) to an Affiliate of such Party or (b) to its successor in interest in connection with any merger, acquisition, consolidation, corporate reorganization, or similar transaction, or sale of all or substantially all of its assets, provided that such assignee agrees in writing to assume and be bound by the assignor's obligations under this Agreement. This Agreement will be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the Parties hereto.

10.9 Binding Agreement. This Agreement is a legal and valid obligation binding upon Pfizer and enforceable in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws affecting creditors' rights, and subject to general equity principles and to limitations on availability of equitable relief, including specific performance. The execution, delivery and performance of this Agreement by Pfizer does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound. Pfizer is aware of no action, suit or inquiry or investigation instituted by any governmental agency which questions or threatens the validity of this Agreement.

10.10 Force Majeure. Neither Party will be liable to the other for its failure to perform any of its obligations under this Agreement, except for payment obligations, during any period in which such performance is delayed because rendered impracticable or impossible due to circumstances beyond its reasonable control, including without limitation earthquakes, governmental regulation, fire, flood, labor difficulties, civil disorder, acts of terrorism and acts of God, provided that the Party experiencing the delay promptly notifies the other Party of the delay.

10.11 No Other Licenses. Neither Party grants to the other Party any rights or licenses in or to any intellectual property, whether by implication, estoppel, or otherwise, except to the extent expressly provided for under this Agreement.

10.12 Counterparts. This Agreement may be executed electronically or by facsimile and in two or more counterparts, each of which will be deemed an original and all of which will constitute together the same instrument.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have duly executed this License Agreement.

SANGAMO BIOSCIENCES, INC.

By: /s/ Edward O. Lanphier II
Name: Edward O. Lanphier II
Title: President & CEO

PFIZER, INC.

By: /s/ Don Frail, Ph.D.
Name: Don Frail, Ph.D.
Title: Vice President, PGRD,
Head, Indications Discovery Unit Director, St. Louis Laboratories

EXHIBIT A

IDENTIFIED SANGAMO PATENTS

SANGAMO OWNED

Ref	Serial No.	Filing date	Title	Status
G1-AU1	AU 32291/95	Aug. 17, 1995	Improvements in binding proteins for recognition of DNA	AU Pat. No. 698152 (2/4/99)
G1-AU2	AU 10037/99	Jan. 6, 1999	Improvements in binding proteins for recognition of DNA	AU Pat. No. 726759 (3/8/01)
G1-CA	CA 2,196,419	Aug. 17, 1995	Improvements in binding proteins for recognition of DNA	Issued
G1-EP	EP 95928576.8	Aug. 17, 1995	Improvements in binding proteins for recognition of DNA	Issued (EP0781331B1)
G1-JP	JP 507857/1996	Aug. 17, 1995	Improvements in binding proteins for recognition of DNA	Issued (4118327)
G1-US2	US 09/139,762	Aug. 25, 1998	Binding proteins for recognition of DNA	US Pat. No. 6,013,453 (1/11/00)
G1-US3	US 10/033,129	Dec. 27, 2001	Relating to Binding proteins for recognition of DNA	US Pat. No. RE 39,229 (8/8/06)
G1-US4	US 10/309,578	Dec. 3, 2002	Design of binding proteins for recognition of DNA	Pending
G1-US5	US 10/397,930	Mar. 25, 2003	Relating to Binding proteins for recognition of DNA	Pending
G1-US6	US 10/400,017	Mar. 25, 2003	Relating to Binding proteins for recognition of DNA	Pending
G11-AU	AU 2001 226935	Jan. 19, 2001	Nucleic Acid Binding Polypeptides (2-finger modules)	Issued (2001 226935)

Ref	Serial No.	Filing date	Title	Status
G11-CA	CA 2,398,155	Jan. 19, 2001	Nucleic Acid Binding Polypeptides (2-finger modules)	Pending
G11-EP	EP 01 901 276.4	Jan. 19, 2001	Nucleic Acid Binding Polypeptides (2-finger modules)	Issued (EP1250424B1)
G11-US	US10/198,677	Jan. 19, 2001	Nucleic Acid Binding Polypeptides (2-finger modules)	Pending
S2-US6	US 10/222,614	Aug. 15, 2002	Cells comprising zinc finger nucleases	Issued (US 7,163,824)
L3-US1	US 10/395,816	Mar. 20, 2003	Methods and compositions for using zinc finger endonucleases to enhance homologous recombination	Pending
L3-AU	AU 2003 218382	Mar. 20, 2003	Methods and compositions for using zinc finger endonucleases to enhance homologous recombination	Issued (2003 218382)
L3-CA	CA 2,479,858	Mar. 20, 2003	Methods and compositions for using zinc finger endonucleases to enhance homologous recombination	Pending
L3-EP	EP 03 714 379.9	Mar. 20, 2003	Methods and compositions for using zinc finger endonucleases to enhance homologous recombination	Pending
S36-US1	US 10/912,932	Aug. 6, 2004	Methods and compositions for targeted cleavage and recombination	Pending
S36-US2	US 11/304,981	Dec. 15, 2005	Targeted deletion of cellular DNA Sequences	Pending
S36-AU1	AU 2004 263865	Aug. 6, 2004	Methods and compositions for targeted cleavage and recombination	Issued (2004 263865)

Ref	Serial No.	Filing date	Title	Status
S36-CA1	CA 2,534,296	Aug. 6, 2004	Methods and compositions for targeted cleavage and recombination	Pending
S36-EP1	EP 04 780 272.3	Aug. 6, 2004	Methods and compositions for targeted cleavage and recombination	Pending
S36-IL1	IL 173460	Aug. 6, 2004	Methods and compositions for targeted cleavage and recombination	Pending
S36-JP1	JP 2006-523239	Aug. 6, 2004	Methods and compositions for targeted cleavage and recombination	Pending
S36-KR1	KR 2006-7002703	Aug. 6, 2004	Methods and compositions for targeted cleavage and recombination	Pending
S36-SG1	SG 2006 00748-8	Aug. 6, 2004	Methods and compositions for targeted cleavage and recombination	Pending
S36-AU2	AU 2005 220148	Feb. 3, 2005	Methods and compositions for targeted cleavage and recombination	Pending
S36-CA2	CA 2,554,966	Feb. 3, 2005	Methods and compositions for targeted cleavage and recombination	Pending
S36-EP2	EP 05 756 438.7	Feb. 3, 2005	Methods and compositions for targeted cleavage and recombination	Pending
S36-US3	US 10/587,723	Feb. 3, 2005	Methods and compositions for targeted cleavage and recombination	Pending
S43-US1	US 11/221,683	Sept. 8, 2005	Compositions and methods for protein production	Pending
S43-PCT	PCT US05/32157	Sept. 8, 2005	Compositions and methods for protein production	WO 06/033859 (3/30/06)

Ref	Serial No.	Filing date	Title	Status
S46-US1	US 11/493,423	July 26, 2006	Targeted integration and expression of exogenous nucleic acid sequences	Pending
S46-PCT	PCT US06/29027	July 26, 2006	Targeted integration and expression of exogenous nucleic acid sequences	Pending
S49-US1	US 11/805,850	May 23, 2007	Engineered cleavage half-domains	Pending
S49-US2	US 12/217,185	July 2, 2008	Engineered cleavage half-domains	Pending
S49-AU	NP entry from PCT/US2007/012411	May 23, 2007	Engineered cleavage half-domains	Pending
S49-CA	NP entry from PCT/US2007/012411	May 23, 2007	Engineered cleavage half-domains	Pending
S49-EP	EP 07 795 299.2	May 23, 2007	Engineered cleavage half-domains	Pending
S49-JP	NP entry from PCT/US2007/012411	May 23, 2007	Engineered cleavage half-domains	Pending
S66-PR	Provisional	October 29, 2008	Methods and Compositions for Inactivating Glutamine Synthetase Gene Expression	Pending

IN-LICENSED*

Caltech = in-licensed under the Caltech Agreement
JHU = in-licensed under the JHU Agreement
MIT = in-licensed under the MIT Agreement
Scripps = in-licensed under the Scripps Agreement
Utah = in-licensed under the Utah Agreement

Ref	Serial No. (*Third Party License)	Filing date	Title	Status
J1-US1	US 07/862,831 (JHU)	Apr. 3, 1992	Functional domains in FokI restriction endonuclease	US Pat. No. 5,356,802 (10/18/94)
J1-US3	US 08/126,564 (JHU)	Sept. 27, 1993	Functional domains in FokI restriction endonuclease	US Pat. No. 5,436,150 (7/25/95)
J1-US4	US 08/346,293 (JHU)	Nov. 23, 1994	Insertion & Deletion Mutants of FokI restriction endonuclease	US Pat. No. 5,487,994 (1/30/96)
J1-CA1	CA 2,154,581 (JHU)	Feb. 10, 1994	Functional domains in FokI restriction endonuclease	Issued
J1-EP3	EP 03 010009.3 (JHU)	Feb. 10, 1994	Functional domains in FokI restriction endonuclease	Pending
J1-JP2	JP 7-510290 (JHU)	Aug. 23, 1994	Functional domains in FokI restriction endonuclease	Pending
J1-JP3	JP 2006-143294 (JHU)	Aug. 23, 1994	Functional domains in FokI restriction endonuclease	Issued
J1-JP4	JP 2007-230093		Functional domains in FokI restriction endonuclease	Pending
J2-US1	US 08/575,361 (JHU)	Dec. 20, 1995	General method to clone hybrid restriction endonucleases using *lig* gene	US Pat. No. 5,792,640 (8/11/98). First Reexam certificate issued Sept 9, 2008. 2nd Reexamination Requested

Ref	Serial No. (*Third Party License)	Filing date	Title	Status
J3-US1	US 08/647,449 (JHU)	May 7, 1996	Methods for inactivating target DNA and for detecting conformational change in a nucleic acid	US Patent No. 5,916,794 (Jun. 29, 1999)
J3-US2	US 09/281,792 (JHU)	Mar. 31, 1999	Methods for inactivating target DNA and for detecting conformational change in a nucleic acid	US Patent No. 6,265,196 (Jul. 24, 2001) Reexamination Requested
T1-US3	US 08/676,318 (Scripps)	December 30, 1996	Zinc finger protein derivatives and methods therefor	U.S. Patent No. 6,242,568 (6/5/01)
T1-US4	US 08/863,813 (Scripps)	May 27, 1997	Zinc finger protein derivatives and methods therefor	U.S. Patent No. 6,140,466 (10/31/00)
T1-US6	US 09/500,700 (Scripps)	Feb. 9, 2000	Zinc finger protein derivatives and methods therefor	U.S. Patent No. 6,790,941 (9/14//04)
T1-AU1	AU 16865/95 (Scripps)	Jan. 18, 1995	Zinc finger protein derivatives and methods therefor	AU Patent No. 704601 (4/29/99)
T1-CA1	CA 2,181,548 (Scripps)	Jan. 18, 1995	Zinc finger protein derivatives and methods therefor	Pending
T1-EP1	EP 95 908 614.1 (Scripps)	Jan. 18, 1995	Zinc finger protein derivatives and methods therefor	Europ. Pat. No. 0 770 129 (11/23/05)
T1-FR1	FR (Scripps)	Jan. 18, 1995	Zinc finger protein derivatives and methods therefor	Europ. Pat. No. 0 770 129 (11/23/05)
T1-GB1	GB (Scripps)	Jan. 18, 1995	Zinc finger protein derivatives and methods therefor	Europ. Pat. No. 0 770 129 (11/23/05)

Ref	Serial No. (*Third Party License)	Filing date	Title	Status
T1-FI1	FI 962879 (Scripps)	Jan. 18, 1995	Zinc finger protein derivatives and methods therefor	Pending
T1-JP1	JP 07-519231 (Scripps)	Jan. 18, 1995	Zinc finger protein derivatives and methods therefor	Issued 4012243
T1-NO1	NO 1996 2991 (Scripps)	Jan. 18, 1995	Zinc finger protein derivatives and methods therefor	Pending
T1-AU3	AU 2002 300619 (Scripps)	May 27, 1998	Zinc finger protein derivatives and methods therefor	Issued
T1-AU4	AU 2007 201586	May 27, 1998	Zinc finger protein derivatives and methods therefor	Pending
T1-CA2	CA 2,291,861 (Scripps)	May 27, 1998	Zinc finger protein derivatives and methods therefor	Pending
T1-EP2	EP 98 926 088.0 (Scripps)	May 27, 1998	Zinc finger protein derivatives and methods therefor	Pending
T1-JP2	JP 11-500870 (Scripps)	May 27, 1998	Zinc finger protein derivatives and methods therefor	Pending
M3-US1	US 09/260,629 (MIT)	Mar. 1, 1999	Poly-Zinc Finger Proteins with improved linkers	U.S. Pat. No. 6,479,626 (Nov. 12, 2002)
M3-US2	US 10/146,221 (MIT)	May 13, 2002	Poly-Zinc Finger Proteins with improved linkers	U.S. Pat. No. 6,903,185 (June 7, 2005)
M3-US3	US 11/110,594 (MIT)	April 20, 2005	Poly-Zinc Finger Proteins with improved linkers	US Patent No 7,153,949 (Dec. 26, 2006)

Ref	Serial No. (*Third Party License)	Filing date	Title	Status
M3-US4	US 11/639,363 (MIT)	Dec. 14, 2006	Poly-Zinc Finger Proteins with improved linkers	Pending
M3-AU	AU 28849/99 (MIT)	Mar. 1, 1999	Poly-Zinc Finger Proteins with improved linkers	AU Pat. No. 746454 (August 15, 2002)
M3-CA	CA 2,321,938 (MIT)	Mar. 1, 1999	Poly-Zinc Finger Proteins with improved linkers	Pending
M3-EP	EP 99909701.7 (MIT)	Mar. 1, 1999	Poly-Zinc Finger Proteins with improved linkers	Pending
M3-JP	JP 2000-534663 (MIT)	Mar. 1, 1999	Poly-Zinc Finger Proteins with improved linkers	Pending
U1-AU	AU 2003 25128 (Utah)	Jan. 22, 2003	Targeted chromosomal mutagenesis using zinc finger nucleases	Pending
U1-CA	CA 2,474,486 (Utah)	Jan. 22, 2003	Targeted chromosomal mutagenesis using zinc finger nucleases	Pending
U1-EP	EP 03 746 527.5 (Utah)	Jan. 22, 2003	Targeted chromosomal mutagenesis using zinc finger nucleases	Issued EP1476547B1
U1-US1	US 10/502,565 (Utah)	Jan. 22, 2003	Targeted chromosomal mutagenesis using zinc finger nucleases	Pending
C1-US	US 10/656,531 (Caltech)	Sept. 5, 2003	Use of chimeric nucleases to stimulate gene targeting	Pending
C1-AU	AU 2003 298574 (Caltech)	Sept. 5, 2003	Use of chimeric nucleases to stimulate gene targeting	Pending

Ref	Serial No. (*Third Party License)	Filing date	Title	Status
C1-CA	CA 2,497,913 (Caltech)	Sept. 5, 2003	Use of chimeric nucleases to stimulate gene targeting	Pending
C1-EP	EP 03 796 324.6 (Caltech)	Sept. 5, 2003	Use of chimeric nucleases to stimulate gene targeting	Pending
C1-JP	JP 2005-501601 (Caltech)	Sept. 5, 2003	Use of chimeric nucleases to stimulate gene targeting	Pending

EXHIBIT B

CERTAIN EXISTING UPSTREAM LICENSES

License Agreement between Sangamo and the Scripps Research Institute, dated March 14, 2000, as amended ("**Scripps Agreement**").

Patent License Agreement between Sangamo and the Massachusetts Institute of Technology, dated May 9, 1996, as amended ("**MIT Agreement**").

License Agreement between Sangamo and Johns Hopkins University, dated June 29, 1995, as amended ("**JHU Agreement**")

License Agreement between Sangamo and the University of Utah Research Foundation, dated September 8, 2004, as amended ("**Utah Agreement**").

License Agreement between Sangamo and the California Institute of Technology, dated November 1, 2003, as amended ("**Caltech Agreement**").

EXHIBIT C

CERTAIN TERMS OF UPSTREAM LICENSES

1. **JHU Agreement.** The license granted to Sangamo under the JHU Agreement is subject to 35 U.S.C. §§ 200-211 and the regulations promulgated thereunder. Pursuant to the JHU Agreement, Johns Hopkins University ("**JHU**") retains the non-transferable royalty-free right to practice the subject matter of any claim within the Patent Rights licensed thereunder for its own internal purposes. In addition, if Dr. Srinivasan Chandrasegaran leaves JHU, he shall have the non-transferable, royalty-free right to practice any claim within the Patent Rights licensed under the JHU Agreement for his own academic purposes

2. **MIT Agreement.** The license granted to Sangamo under the MIT Agreement is subject to the royalty-free, nonexclusive license rights of the United States government per FAR 52.227-11. Pursuant to the MIT Agreement, the Massachusetts Institute of Technology ("**MIT**") reserves the right to practice under the Patent Rights licensed thereunder and to allow third parties to practice under such Patent Rights in all fields of use for noncommercial research purposes. MIT has granted the Howard Hughes Medical Institute a paid-up, non-exclusive, irrevocable license to use the Patent Rights licensed under the MIT Agreement for its non-commercial purposes, but with no right to assign or sublicense.

3. **Caltech Agreement.** The license granted to Sangamo under the Caltech Agreement is subject to (a) a reservation by the California Institute of Technology ("**Caltech**") of its right to use the Intellectual Property licensed thereunder for noncommercial educational and research purposes, but not for commercial sale or other commercial distribution to third parties and (b) any existing rights of the United States government under Title 35, United States Code, Section 200 et seq. and under 37 Code of Federal Regulations, Section 401 et seq.

4. **Utah Agreement.** The license granted to Sangamo under the Utah Agreement is subject to (a) a reservation by the University of Utah ("**Utah**") of its right to practice the Patent Rights licensed thereunder for academic purposes and (b) a non-exclusive, irrevocable, royalty-free license heretofore granted to the United States government.

5. **Scripps Agreement.** The license granted to Sangamo under the Scripps Agreement is subject to (a) a reservation by the Scripps Research Institute ("**Scripps**") of its right to use the Intellectual Property licensed thereunder for noncommercial research purposes and the right to allow other nonprofit institutions to use such Intellectual Property for non-commercial research purposes, without Scripps or such other institution being obligated to pay Sangamo any royalties or other compensation and (b) Scripps' obligations and the rights of the United States government, if any, which arise or result from Scripps' receipt of research support from the United States government.

EXHIBIT D

SELECT PROVISIONS OF UPSTREAM LICENSES

Copy of Selected Provisions from the JHU Agreement

ARTICLE II – GRANT

2.1 JOHNS HOPKINS hereby grants to LICENSEE the exclusive worldwide right and license to make, have made, use, lease and sell the Licensed Products, and to practice the Licensed Processes, including the right to grant sublicenses, subject to 35USC200-211 and the regulations promulgated thereunder, to the end of the term for which the Patent Rights are granted by the applicable governmental authority, unless sooner terminated as hereinafter provided (the "Term"). JOHNS HOPKINS reserves the non-transferable royalty-free right to practice the subject matter of any claim within the Patent Rights for its own internal purposes. If Dr. Chandrasegaran leaves JOHNS HOPKINS, he shall have the non-transferable, royalty-free right to practice any claim within the Patent Rights for his own academic purposes.

2.2 In order to establish a period of exclusivity for LICENSEE, JOHNS HOPKINS hereby agrees that it shall not grant any other license to make, have made, use, lease or sell Licensed Products or to practice Licensed Processes except for its internal research activities during the period of time (the "Exclusive Period") commencing with the Effective Date of this Agreement and terminating with expiration of the last-to-expire patent licensed under this Agreement, unless converted earlier to a nonexclusive license pursuant to Paragraph 4.4 hereof or pursuant to a requirement by the United States Government in accordance with 35USC200-211.

2.3 *[NOTE: As amended in Amendment No. 4 to the JHU Agreement.]* LICENSEE shall have the right to sublicense all or any part of this license. With respect to each sublicense in the Research Reagent Field granted by it under this Agreement, LICENSEE shall do the following:

(a) incorporate the language of Article II (other than Paragraph 2.4), Article X, and Paragraph 15.4 into each sublicense agreement (but in each case solely to the extent such language is applicable to the rights granted in such sublicense agreement), so that these Articles shall be binding upon the applicable sublicensee as if it were a party to this Agreement;

(b) include in each such sublicense agreement, language that is reasonably sufficient to enable LICENSEE to comply with its obligations under Paragraphs 2.4, 5.1, and 5.2 and Articles IX, XIII, and XV (other than Paragraph 15.4); and

(c) obtain an indemnity from the applicable sublicensee in favor of LICENSEE that is substantially similar in scope of the indemnity set forth in Article VIII and that includes JOHNS HOPKINS as an indemnified party on the same terms as LICENSEE.

With respect to each sublicense in any field other than the Research Reagent Field granted by it under this Agreement, LICENSEE agrees that such sublicense shall provide that the obligations to JOHNS HOPKINS of Articles II, VIII, IX, X, XIII, XV and Paragraphs 5.1 and 5.2 of this Agreement shall be binding upon such sublicensee as if such sublicensee was a party to this Agreement. LICENSEE further agrees to attach copies of these Articles to such sublicense agreement and to incorporate these by reference in such sublicense agreement.

2.4 *[NOTE: Intentionally omitted.]*

2.5 Subject to Sections 2.6, 2.7 and 15.7 below, the license granted hereunder shall not be construed to confer any rights upon LICENSEE by implication, estoppel or otherwise as to any technology not specifically set forth in Appendix A, Appendix B, Appendix C, and Appendix D hereof.

2.6 JOHNS HOPKINS hereby also grants to LICENSEE a right of first negotiation at then commercially reasonable terms, to obtain an exclusive license to any Inventions, as previously defined, developed during the term of this Agreement and any extension thereof and pursuant to any Research Agreement between the parties hereto (Appendix D). JOHNS HOPKINS shall promptly give LICENSEE written notice of any such Inventions, as defined, and LICENSEE shall have one hundred and twenty (120) days from the date of receipt of such notice to give JOHNS HOPKINS written notice of its intent to exercise such option and complete negotiations. JOHNS HOPKINS shall not negotiate with any third party regarding these Inventions during the period of LICENSEE'S right to negotiate. During the term of this Agreement and any extension thereof, Dr. Chandrasegaran shall be free to pursue any scientific investigations of his choice through collaboration with colleagues. Should any such collaboration involve a Licensed Product or Licensed Process, JOHNS HOPKINS will take the initiative of promptly communicating with these colleagues for the purpose of using its reasonable best efforts to have such colleagues agree to be bound by the terms of this Agreement with regard to Licensed Products and Licensed Processes.

2.7 Appendix B attached hereto contains ideas conceived by Dr. Chandrasegaran for developing laboratory reagents, diagnostics, and pharmaceuticals relating to chimeric restriction endonucleases. Dr. Chandrasegaran shall give written notice of any Invention resulting under the Advanced Technology Program within sixty (60) days of the completion of the funding of such program. Any Invention resulting in whole or in part from said ideas which are made pursuant to an award under the Advanced Technology Program where a grant application was filed on March 29, 1995 (Appendix C) shall be assigned to LICENSEE pursuant to Section 15.7 below and Dr. Chandrasegaran will be named as sole inventor unless another individual makes a creative input to said Invention. LICENSEE shall have the first right of negotiation, under then commercially reasonable terms, to obtain an exclusive, royalty-bearing license under any Invention resulting from said ideas in Appendix B made by Dr. Chandrasegaran with funding from a source other than the Advanced Technology Program grant.

2.8 *[NOTE: As amended in Amendment No. 4 to the JHU Agreement.]* Each of LICENSEE'S sublicensee(s) shall have the right to grant further sublicenses of the sublicense to the Patent Rights granted to it by LICENSEE, within the scope of such sublicense. Such further sublicenses shall include the provisions set forth in Paragraph 2.3 of this Agreement that were included in the sublicense agreement between LICENSEE and sublicensee and such provisions shall be binding on such further sublicensee as if such further sublicensee were a party to this

Agreement. LICENSEE shall forward a copy of all further sublicense agreements granted by its sublicense(s) within thirty (30) days of LICENSEE's receipt of a copy thereof.

ARTICLE X - NON-USE OF NAMES

LICENSEE shall not use the name of JOHNS HOPKINS, nor any of its employees, or any adaptation thereof, in any advertising, promotional or sales literature without prior written consent obtained from JOHNS HOPKINS in each case, except that LICENSEE may state that it is licensed by JOHNS HOPKINS under one or more of the patents and/or applications comprising the Patent Rights.

PARAGRAPH 13.6

13.6 *[NOTE: As amended in Amendment No. 4 to the JHU Agreement.]* Upon termination of this Agreement for any reason during the Exclusive Period, any sublicensee not then in default shall have the right to seek a license from JOHNS HOPKINS under the same terms and conditions as set forth hereunder. In addition, in the event that JOHNS HOPKINS terminates this Agreement pursuant to Paragraph 13.1, 13.2, or 13.3, each sublicense granted by LICENSEE which complies with the sublicense requirements of Paragraph 2.3, is in full force and effect and not then in default, will survive such termination of this Agreement and such sublicensee shall become a direct licensee of JOHNS HOPKINS, provided that (a) JHU's obligations to such sublicensee are no greater than JHU's obligations to LICENSEE under this Agreement, (b) the scope of such sublicensee's rights with respect to the Patent Rights shall remain unchanged and such sublicensee shall be subject to all other non-financial terms and conditions in this Agreement that apply to such scope of rights, (c) all further sublicenses granted by such sublicensee prior to termination of this Agreement shall also survive such termination, (d) such sublicensee (or if there are at such time more than one such sublicensees, such sublicensees severally and jointly) shall be required to make any minimum annual royalty payments due pursuant to Paragraph 4.4 and (e) such sublicensee shall be required to make any other monetary payment(s) that, had this Agreement not been terminated, LICENSEE would have been required to make under this Agreement as a result of the activities of such sublicensee. Each such sublicensee shall be an intended third-party beneficiary of the preceding sentence. LICENSEE shall notify JOHNS HOPKINS of each non-defaulted sublicense in existence at the time of termination by JOHNS HOPKINS pursuant to Paragraph 13.1, 13.2, or 13.3.

PARAGRAPH 15.4

15.4 LICENSEE agrees to mark the Licensed Products sold in the United States with all applicable United States patent numbers. All Licensed Products shipped to or sold in other countries shall be marked in such a manner as to conform with the patent laws and practice of the country of manufacture or sale.

Copy of Selected Provisions from the MIT Agreement

2 - GRANT

2.1 M.I.T. hereby grants to LICENSEE the right and license in the TERRITORY to practice under the PATENT RIGHTS and, to the extent not prohibited by other patents, to make, have made, use, lease, sell and import LICENSED PRODUCTS and to practice the LICENSED PROCESSES, until the expiration of the last to expire of the PATENT RIGHTS, unless this Agreement shall be sooner terminated according to the terms hereof.

2.2 LICENSEE agrees that LICENSED PRODUCTS leased or sold in the United States shall be manufactured substantially in the United States.

2.3 In order to establish exclusivity in the FIELDS OF USE for LICENSEE, M.I.T. hereby agrees that it shall not grant any other license to make, have made, use, lease, sell and import LICENSED PRODUCTS or to utilize LICENSED PROCESSES subject to the royalty-free, nonexclusive license rights of the United States Government per FAR 52.227-11, in the TERRITORY for the FIELDS OF USE.

2.4 *[NOTE: As amended in the First Amendment to the MIT Agreement.]* LICENSEE and M.I.T. agree that neither party shall assert the Patent Rights against not-for-profit institutions in their conduct of research, provided, however, that if a not-for-profit institution practices under the Patent Rights to conduct high throughput drug screening on behalf of a commercial entity, then the Patent Rights may be asserted against that institution.

2.5 M.I.T. reserves the right to practice under the PATENT RIGHTS and to allow third parties to practice under the PATENT RIGHTS in all fields of use for noncommercial research purposes.

2.6 LICENSEE shall have the right to enter into sublicensing agreements for the rights, privileges and licenses granted hereunder only in the FIELDS OF USE. Upon any termination of this Agreement, sublicensees' rights shall also terminate, subject to Paragraph 13.6 hereof.

2.7 *[NOTE: As amended in the Eighth Amendment to the MIT Agreement.]* With respect to each sublicense agreement [in the Reagent Field], LICENSEE agrees to do the following:

(a) incorporate the language of Article 2 (other than Paragraph 2.8), Article 9, Article 10, and Paragraph 15.4 into each sublicense agreement (but in each case solely to the extent such language is applicable to the rights granted in such sublicense agreement), so that these Articles shall be binding upon the applicable sublicensee as if they were a party to this Agreement;

(b) include in each such sublicense agreement language that is reasonably sufficient to enable LICENSEE to comply with its obligations under Paragraph 2.8 and Articles 5, 7, 12, 13 and 15 (other than Paragraph 15.4);

(c) use commercially reasonable effort to obtain a indemnity from the applicable sublicensee in favor of LICENSEE that is substantially similar in scope of the indemnity set forth in Article 8, and include M.I.T. as an indemnified party under any such indemnity on the same terms as LICENSEE.

2.8 *[NOTE: Intentionally omitted.]*

2.9 Nothing in this Agreement shall be construed to confer any rights upon LICENSEE by implication, estoppel or otherwise as to any technology or patent rights of M.I.T. or any other entity other than the PATENT RIGHTS, regardless of whether such patent rights shall be dominant or subordinate to any PATENT RIGHTS.

PARAGRAPH 4.1(b)

4.1 *[NOTE: As amended in the Fifth Amendment to the MIT Agreement.]* For the rights, privileges and license granted hereunder, LICENSEE shall pay royalties to M.I.T. in the manner hereinafter provided to the end of the term of the PATENT RIGHTS or until this Agreement shall be terminated:

b. License Maintenance Fees of (i) [***] per year on January 1, 2002 and each January 1 thereafter until the January 1 following the issuance of the first protein DNA claims and; (ii) [***] per year beginning the January 1 following the issuance of the first of the protein-DNA claims and every January 1 thereafter; provided, however, License Maintenance Frees may be credited to Running Royalties subsequently due on NET SALES for each said year, if any. License Maintenance Fees paid in excess of Running Royalties shall not be creditable to Running Royalties for future years.

9 - EXPORT CONTROLS

LICENSEE acknowledges that it is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended and the United States Department of Commerce Export Administration Regulations). The transfer of such items may require a license from the cognizant agency of the United States Government and/or written assurances by LICENSEE that LICENSEE shall not export data or commodities to certain foreign countries without prior approval of such agency. M.I.T. neither represents that a license shall not be required nor that, if required, it shall be issued.

10 - NON-USE OF NAMES

LICENSEE shall not use the names or trademarks of the Massachusetts Institute of Technology or Lincoln Laboratory, nor any adaptation thereof, nor the names of any of their employees, in any advertising, promotional or sales literature without prior written consent obtained from M.I.T., or said employee, in each case, except that LICENSEE may state that it is licensed by M.I.T. under one or more of the patents and/or applications comprising the PATENT RIGHTS.

PARAGRAPH 13.6

13.6 *[NOTE: As amended in the Eighth Amendment to the MIT Agreement.]* Upon termination of this Agreement for any reason, any sublicensee not then in default shall have the right to seek a license from M.I.T. M.I.T. agrees to negotiate such licenses in good faith under reasonable terms and conditions. In addition, in the event that M.I.T. terminates this Agreement pursuant to Paragraph 13.1, 13.2, or 13.3, each sublicense granted by LICENSEE to a sublicensee not then in default will survive such termination (as a direct license from M.I.T.), provided that such direct license shall be subject to the same non-financial terms and conditions as those in this Agreement and such sublicensee (or if there is at such time more than one such sublicensee, such sublicensees severally and jointly) shall be required to make any annual fees due pursuant to Paragraph 4.1(b) and each such sublicensee shall be required to make any monetary payment(s) that, had this Agreement not been terminated, LICENSEE would have been required to make under this Agreement as a result of the activities of such sublicensee. Each such sublicensee shall be an intended third-party beneficiary of the preceding sentence.

***** CONFIDENTIAL PORTIONS OMITTED AND FILED SEPARATELY WITH THE COMMISSION**

Copy of Selected Provisions from the Utah Agreement

4.3 For each SUBLICENSE granted by LICENSEE under the terms of this AGREEMENT, LICENSEE shall pay to LICENSOR (i) a sublicense fee of twenty thousand dollars ($20,000) within thirty (30) days of execution of each sublicense and (ii) an annual sublicense fee of ten thousand dollars ($10,000) for each year (excluding the first year) that such sublicense is in effect, payable within thirty (30) days of each anniversary of the effective date of such sublicense agreement.

6.2 As consideration for the license under this AGREEMENT, LICENSEE shall pay to LICENSOR an annual maintenance fee of twenty thousand dollars ($20,000) on or before each anniversary of the EFFECTIVE DATE of this AGREEMENT.

13.1 If LICENSEE should: (a) fail to deliver to LICENSOR any statement or report required hereunder when due (except where such payment is being contested in good faith); (b) fail to make any payment at the time that the same should be due; (c) violate or fail to perform any covenant, condition, or undertaking of the AGREEMENT to be performed by it hereunder; or (d) file a bankruptcy action, or have a bankruptcy action against it (which action remains undismissed for a period of sixty (60) days), or become insolvent; enter into a composition with creditors or have a receiver appointed for it; then LICENSOR may give written notice of such default, and its intent to terminate this AGREEMENT, to LICENSEE. If LICENSEE should fail to cure such default within thirty (30) days of such notice, the rights, privileges, and license granted hereunder shall automatically terminate; provided, however, that the cure period may be extended by sixty (60) days if LICENSEE conveys a written statement of its intent and plan to cure such default, and such plan is accepted by the LICENSOR, within thirty (30) days of the automatic termination date.

13.2 If LICENSEE shall cease to carry on its business with respect to the rights granted in this AGREEMENT, this AGREEMENT shall terminate upon thirty (30) days written notice by LICENSOR.

13.4 *[NOTE: As amended in the (first) Amendment (dated February 22, 2007) to the Utah Agreement.]* Notwithstanding anything to the contrary in this AGREEMENT, in the event that LICENSOR terminates this AGREEMENT pursuant to Section 13.1 or 13.2, each sublicense granted by LICENSEE to a SUBLICENSEE then in good standing under the terms of its sublicense agreement will survive such termination (as a direct license from LICENSOR), provided that (a) such direct license shall be subject to the same non-financial terms and conditions as those in this AGREEMENT, and LICENSOR shall not have any obligations to such SUBLICENSEE other than LICENSOR's obligations to LICENSEE as set forth herein; (b) such SUBLICENSEE (or if there is at such time more than one such SUBLICENSEE, such SUBLICENSEES severally and jointly) shall be required to make any annual maintenance payments due pursuant to Section 6.2; and (c) each such SUBLICENSEE shall be required to make any monetary payment(s) that, had this AGREEMENT not been terminated, LICENSEE would have been required to make under this AGREEMENT as a result of the license to, or activities of, such SUBLICENSEE, including without limitation the annual sublicensee fees due pursuant to Section 4.3(ii) with respect to such SUBLICENSEE (which for clarity shall continue notwithstanding the conversion of such SUBLICENSEE's sublicense to a direct license from LICENSOR). Each such SUBLICENSEE shall be an intended third-party beneficiary of this Section 13.4.

EXHIBIT E

PRESS RELEASE

SANGAMO BIOSCIENCES ANNOUNCE LICENSE AGREEMENT WITH PFIZER FOR ZINC FINGER NUCLEASES FOR PROTEIN PRODUCTION

License Permits Use of ZFN Reagents to Knock-out Gene in Protein Production Cells

Richmond, Calif., December 22, 2008 –Sangamo BioSciences, Inc. (NASDAQ: SGMO), the leading developer of zinc finger DNA binding proteins (ZFPs), today announced an agreement to provide Pfizer Inc (NYSE: PFE) with a worldwide, non-exclusive license for the use of certain ZFP Nuclease (ZFNs) reagents to permanently eliminate the Glutamine Synthetase (GS) gene in Chinese Hamster Ovary (CHO) cell lines and for the use of these ZFN-modified cells for clinical and commercial production of therapeutic proteins. Under the terms of the agreement Sangamo will receive an upfront payment of $3.0 million from Pfizer for a fully paid license.

“Pfizer was an early adopter of Sangamo’s ZFN technology for CHO cell engineering,” said Edward Lanphier, Sangamo’s president and CEO. “Our colleagues at Pfizer have made fundamental contributions to establish the breadth and utility of ZFNs in cell line engineering. We are very pleased to establish this non-exclusive, commercial protein production license providing Pfizer with the right to use ZFNs to eliminate the GS gene in CHO cells, a widely used selection marker for the generation of cell lines used for the production of recombinant protein pharmaceuticals and monoclonal antibodies. Based upon our ability to design ZFNs to any gene, we believe that this is one of many future agreements we may establish, applying our ZFN technology in the commercial production of protein-based pharmaceuticals.”

“We are very pleased to enter into this commercial protein production license agreement with Sangamo. Together we’ve used ZFNs to generate specific GS knockouts in CHO cells to streamline the creation of mAb production cell lines,” said David Brunner, Vice President, Bioprocess Research & Development, Pfizer Global Biologics. “We have generated significant research and process development data following application of the ZFN platform technology. ZFNs can be used to eliminate genes and potentially improve culture performance or the characteristics of therapeutic proteins being manufactured.”

“Prior to the development of ZFN technology, methods for gene disruption were limited by their efficiency, time to completion, and the potential for confounding, off-target effects,” said Philip Gregory, D.Phil., Sangamo’s Vice President for Research. “The power and broad applicability of our ZFN technology in the engineering of living cells have been demonstrated in multiple publications in high-impact, peer-reviewed journals. Earlier this year we published work describing a rapid, single-step approach to targeted gene knockout in mammalian cells using ZFNs (PNAS, USA 2008, vol:105, pp 5809-5814). We have demonstrated that we can achieve a permanent, heritable elimination of a gene giving a true knockout of that gene in a cell and all of its progeny. Our ZFN process is simple, rapid and highly specific and does not require marker genes or the permanent insertion of foreign DNA. Moreover, this is not limited to a single gene in a cell; our ZFNs can be used to generate a cell line in which multiple genes are selectively and specifically eliminated. We have been working with scientists at Pfizer to establish that this process is compatible with suspension growth in serum-free and animal component-free synthetic media which is an important consideration in human therapeutic protein manufacturing. Our work also confirms that ZFNs are highly-specific; we have not observed any negative impact on cell growth, protein production yield or product characteristics.”

Terms of the Agreement

Under this agreement, Sangamo will provide a worldwide, fully paid, perpetual, royalty free, non-exclusive, license for the use of certain ZFN reagents for the elimination of the GS gene in Pfizer's CHO cell lines and to use such ZFN-modified CHO cells for clinical and commercial production of therapeutic protein products. Sangamo will receive an upfront payment of $3.0 million from Pfizer which constitutes full and complete payment for the license. The license may not be sublicensed although Pfizer may transfer any GS ZFN-modified CHO cell line to a contract manufacturer solely for such contract manufacturer to manufacture Pfizer's therapeutic proteins for Pfizer.

About Sangamo BioSciences, Inc.

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 and ALS. Other therapeutic development programs are focused on HIV/AIDS, neuropathic pain, cancer, nerve regeneration 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 TF™) that can control gene expression and, consequently, cell function. Sangamo is also developing sequence-specific ZFP Nucleases (ZFN™) for therapeutic gene modification as a treatment for a variety of monogenic diseases, such as X-linked SCID and hemophilia, and for infectious diseases, such as HIV. 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 http://www.sangamo.com/.

This press release may contain forward-looking statements based on Pfizer's and Sangamo's current expectations. These forward-looking statements include, without limitation, references to the payment of fees under the license agreement. Actual results may differ materially from these forward-looking statements due to a number of factors, including 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 Report on Form 10-Q. Sangamo assumes no obligation to update the forward-looking information contained in this press release.

Contact

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Exhibit 10.26

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

Amended and Restated Employment Agreement ("Agreement") made effective as of the 31st day of December 2008, by and between Sangamo BioSciences, Inc., a Delaware corporation (the "Company"), and H. Ward Wolff ("Executive").

R E C I T A L S

A. The Board of Directors ("Board") elected Executive as Executive Vice President and Chief Financial Officer of the Company effective as of December 3, 2007.

B. The Company and Executive entered into an Employment Agreement, dated November 30, 2007 (the "Original Agreement").

C. Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), places certain restrictions, among other things, as to the timing of distributions from nonqualified deferred compensation plans and arrangements; and

D. The Executive and the Board of Directors of the Company desire to amend the terms and conditions of the Original Agreement so as to bring those terms and conditions into documentary compliance with Section 409A of the Code and the final Treasury Regulations thereunder and to continue Employee's employment with the Company upon the amended and restated terms and conditions set forth herein.

NOW, THEREFORE, the parties agree that the Original Agreement is amended and restated as follows:

1. Position.

The Board has elected Executive to the full-time position of Executive Vice President and Chief Financial Officer of the Company and Executive has accepted this position.

2. Compensation.

Executive will be paid as compensation for his services a base salary at the annual rate of $350,000, or such higher rate as the Board may determine from time to time. The salary shall be payable in accordance with the standard payroll procedures of the Company. The annual compensation specified in this Section 2, together with any increases in such compensation that may be granted from time to time, is referred to in this Agreement as "base salary."

3. Annual Performance Bonus.

Executive shall be eligible to receive a bonus of up to 40% of his base salary for his performance each calendar year. This bonus shall be paid not later than February

28 of the year following the year for which it is being paid based upon the achievement of certain individual and Company performance criteria as agreed upon by the Board and Executive. The determination of Executive's performance in relation to the performance criteria and the amount of the bonus shall be in the sole discretion of the Board.

4. Benefits.

Executive will be entitled to the employee benefits generally provided to other executive officers of the Company.

5. Equity.

(a) The Board (or a committee of the Board) will grant Executive a stock option to purchase 300,000 shares of the Company's Common Stock at the fair market value on the date of grant ("Option") and 100,000 restricted stock units ("Restricted Stock Units") under the Company's 2004 Stock Incentive Plan ("Plan"). The Option will be evidenced by a standard stock option agreement and the Restricted Stock Units will be evidenced by a standard restricted stock units agreement and will be subject to the terms and conditions of those agreements and the Plan, with one-quarter of the Option shares and Restricted Stock Units vesting 12 months from the date of grant and the remainder vesting in equal monthly installments for 36 months thereafter, provided Executive remains a full-time employee during these time periods. Vesting of the Option, Restricted Stock Units and any subsequent equity grants will cease upon termination of Executive's employment by either party for any reason provided, however, in the event of the termination of Executive's employment by the Company without "Cause" (as hereafter defined) or by Executive for "Good Reason" (as hereafter defined), in either case, within 12 months of the Change in Control (as hereafter defined), Executive shall vest in full with respect to the Option, Restricted Stock Units and any other equity incentive award then held by Executive.

(b) Upon approval by the Board (or a committee of the Board) the Company will enter into an amendment to the stock option agreements evidencing the stock options currently held by the Executive in the form attached hereto as Exhibit A.

(c) For purposes of the foregoing:

Change in Control shall mean a change in ownership or control of the Company effected through any of the following transactions:

(i) a merger, consolidation or other reorganization approved by the Company'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 Company's outstanding voting securities immediately prior to such transaction,

(ii) a stockholder-approved sale, transfer or other disposition of all or substantially all of the Company's assets in complete liquidation or dissolution of the Company, 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 Company 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 Company) 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 Company'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 Company or the acquisition of outstanding securities held by one or more of the Company's existing stockholders.

(d) In the event of any conflict with the terms of the stock option agreement or restricted stock unit agreement or the Plan, and this Agreement, this Agreement will control.

6. Employment Period

Executives' employment with the Company pursuant to this Agreement shall commence upon execution of this Agreement and shall continue until terminated by either party ("Employment Period"). Executive's employment may be terminated by either party upon thirty (30) days written notice to the other party. Upon such termination, Executive will be entitled to the severance benefits described herein.

7. Severance Benefits.

(a) If Executive's employment is terminated by the Company for Cause, or by Executive without Good Reason, or upon Executive's death, then Executive will receive his unpaid salary and benefits (including accrued, but unused vacation time) earned up to the effective date of his termination and nothing else.

(b) If Executive incurs a Separation from Service (as hereafter defined) because his employment is reduced or terminated by the Company without "Cause" or by Executive with "Good Reason" in either case within 12 months following a Change in Control, Executive will be entitled to receive the following benefits:

(i) The Company shall immediately pay to Executive the amounts described in Section 7(a) above.

(ii) The Company will pay an amount equal to (A) Executive's annual base salary then in effect plus (B) Executive's target bonus for the year in which the termination occurs as a severance payment. Such severance payment will be paid over a twelve (12) month period in a series of successive equal installments in accordance with the Company's normal payroll schedule for the Company's salaried employees, with the first such payment to be made on the first regular payday, within the sixty (60)-day period measured from the date of the Executive's Separation from Service, on which the General Release delivered by Executive pursuant to Section 7(f) below is effective and enforceable following the expiration of the

maximum review and revocation periods applicable to that release under law, but in no event later than the last day of that sixty (60)-day period on which such General Release is so effective and enforceable. Such severance payments shall be treated as a right to a series of separate payments for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and each such payment made during the period commencing with the date of Executive's Separation from Service and ending on March 15 of the succeeding calendar year to the extent such payment qualifies as a short term deferral under Code Section 409A is hereby designated a "Short-Term Deferral Payment" for purposes of Section 10 of this Agreement and shall be paid during that period, whether or not Executive is deemed to be a Specified Employee under Section 10 at the time of his Separation from Service.

(iii) Provided the Executive and his eligible dependents elect to continue medical care coverage under the Company's group health care plan pursuant to their COBRA rights following such termination of employment, the Company shall reimburse the Executive for the costs the Executive incurs to obtain such continued coverage (collectively, the "Coverage Costs") until the earlier of (a) the expiration of the twelve (12)-month period measured from the first day of the month following such termination of employment or (b) the first date on which the Executive and his eligible dependents are covered under another employer's health benefit program without exclusion for any pre-existing medical condition. During the COBRA continuation period, such coverage shall be obtained under the Company's group health care plans. Following the completion of the applicable COBRA continuation period, such coverage shall continue under the Company's group health plans or one or more other plans providing equivalent coverage. In order to obtain reimbursement for the Coverage Costs under the applicable plan or plans, the Executive must submit appropriate evidence to the Company of each periodic payment within sixty (60) days after the required payment date for those Coverage Costs, and the Company shall within thirty (30) days after such submission reimburse the Executive for that payment. To the extent the Executive incurs any other medical care expenses reimbursable pursuant to the coverage obtained hereunder, the Executive shall submit appropriate evidence of each such expense to the applicable plan administrator within sixty (60) days after incurrence of that expense and shall receive reimbursement of the documented expense within thirty (30) days after such submission or after any additional period that may be required to perfect the claim. During the period such medical care coverage remains in effect hereunder, the following provisions shall govern the arrangement: (a) the amount of Coverage Costs or other medical care expenses eligible for reimbursement in any one calendar year of such coverage shall not affect the amount of Coverage Costs or other medical care expenses eligible for reimbursement in any other calendar year for which such reimbursement is to be provided hereunder; (ii) no Coverage Costs or other medical care expenses shall be reimbursed after the close of the calendar year following the calendar year in which those Coverage Costs or expenses were incurred; and (iii) the Employee's right to the reimbursement of such Coverage Costs or other medical care expenses cannot be liquidated or exchanged for any other benefit. To the extent the reimbursed Coverage Costs are treated as taxable income to the Executive the Company shall report the reimbursement as taxable W-2 wages and collect the applicable withholding taxes, and the resulting tax liability shall be the Executive's sole responsibility. Any additional health care coverage to which the Executive and his dependents may be entitled under COBRA following the period for which the Executive is entitled to the reimbursement of Coverage Costs hereunder shall be at the sole cost and expense of the Executive's and/or his dependents.

(c) If Executive's employment is terminated by the Company without "Cause" or by Executive with "Good Reason" in the absence of a Change in Control or more than 12 months after a Change in Control, Executive will be entitled to receive the following benefits:

(i) The Company shall immediately pay to Executive the amounts described in Section 7(a) above.

(ii) The Company will pay an amount equal to Executive's annual base salary then in effect as a severance payment. Such severance payment will be paid over a twelve (12) month period in a series of successive equal installments in accordance with the Company's normal payroll schedule for the Company's salaried employees, with the first such payment to be made on the first regular payday, within the sixty (60)-day period measured from the date of the Executive's Separation from Service, on which the General Release delivered by Executive pursuant to Section 7(f) below is effective and enforceable following the expiration of the maximum review and revocation periods applicable to that release under law, but in no event later than the last day of that sixty (60)-day period on which such General Release is so effective and enforceable. Such severance payments shall be treated as a right to a series of separate payments for purposes of Section 409A of the Code, and each such payment made during the period commencing with the date of Executive's Separation from Service and ending on March 15 of the succeeding calendar year to the extent such payment qualifies as a short term deferral under Code Section 409A is hereby designated a "Short-Term Deferral Payment" for purposes of Section 10 of this Agreement and shall be paid during that period, whether or not Executive is deemed to be a Specified Employee under Section 10 at the time of his Separation from Service.

(iii) Provided the Executive and his eligible dependents elect to continue medical care coverage under the Company's group health care plan pursuant to their COBRA rights following such termination of employment, the Company shall reimburse the Executive for the costs the Executive incurs to obtain such continued coverage (collectively, the "Coverage Costs") until the earlier of (a) the expiration of the twelve (12)-month period measured from the first day of the month following such termination of employment or (b) the first date on which the Executive and his eligible dependents are covered under another employer's health benefit program without exclusion for any pre-existing medical condition. During the COBRA continuation period, such coverage shall be obtained under the Company's group health care plans. Following the completion of the applicable COBRA continuation period, such coverage shall continue under the Company's group health plans or one or more other plans providing equivalent coverage. In order to obtain reimbursement for the Coverage Costs under the applicable plan or plans, the Executive must submit appropriate evidence to the Company of each periodic payment within sixty (60) days after the required payment date for those Coverage Costs, and the Company shall within thirty (30) days after such submission reimburse the Executive for that payment. To the extent the Executive incurs any other medical care expenses reimbursable pursuant to the coverage obtained hereunder, the Executive shall submit appropriate evidence of each such expense to the applicable plan administrator within sixty (60) days after incurrence of that expense and shall receive reimbursement of the documented expense within thirty (30) days after such submission or after any additional period that may be required to perfect the claim. During the period such medical care coverage remains

in effect hereunder, the following provisions shall govern the arrangement: (a) the amount of Coverage Costs or other medical care expenses eligible for reimbursement in any one calendar year of such coverage shall not affect the amount of Coverage Costs or other medical care expenses eligible for reimbursement in any other calendar year for which such reimbursement is to be provided hereunder; (ii) no Coverage Costs or other medical care expenses shall be reimbursed after the close of the calendar year following the calendar year in which those Coverage Costs or expenses were incurred; and (iii) the Employee's right to the reimbursement of such Coverage Costs or other medical care expenses cannot be liquidated or exchanged for any other benefit. To the extent the reimbursed Coverage Costs are treated as taxable income to the Executive the Company shall report the reimbursement as taxable W-2 wages and collect the applicable withholding taxes, and the resulting tax liability shall be the Executive's sole responsibility. Any additional health care coverage to which the Executive and his dependents may be entitled under COBRA following the period for which the Executive is entitled to the reimbursement of Coverage Costs hereunder shall be at the sole cost and expense of the Executive's and/or his dependents.

(d) For purposes of this Agreement, "Cause" shall be defined as:

(i) commission of a felony or any other crime against or involving the Company;

(ii) an act of fraud, dishonesty or misappropriation committed by Executive with respect to the Company;

(iii) willful or reckless misconduct by Executive that materially affects the Company or any of its officers, directors, employees, clients, partners, insurers, subsidiaries, parents, or affiliates;

(iv) a material breach of this Agreement or the Proprietary Information and Assignment of Inventions Agreement between Executive and the Company ("Proprietary Information Agreement").

The foregoing is an exclusive list of the acts or omissions that shall be considered "Cause" for the termination of Executive's employment.

(e) For purposes of this Agreement, "Good Reason" shall be defined as one or more of the following conditions arising without Executive's written consent:

(i) a material diminution in Executive's base salary or material reduction of the bonus opportunity provided in Section 3; or

(ii) a material relocation of Executive's principal place of business, with a relocation of more than fifty (50) miles to be deemed material for such purposes; or

(iii) a material breach of this Agreement by the Company.

In order for a termination of employment to be for Good Reason, Executive must provide written notice to the Board of the existence of one or more conditions described above and his intent to resign for Good Reason hereunder within a period not to exceed thirty (30) days of his knowledge of the initial existence of the condition. Following his providing this notice, the Company shall be provided a period of at least thirty (30) days during which to remedy the condition. Executive shall continue to receive the compensation and benefits provided by this Agreement during the cure period and if the condition is not cured at the end of such period Executive's employment shall cease and Executive will become entitled to the severance benefits described above. If the condition is cured, Executive shall not be deemed to have "Good Reason" to terminate his employment.

(f) Notwithstanding the foregoing, in order to receive any severance payments or benefits under this Section 7, Executive must first execute and deliver to the Company, within thirty (30) days after the effective date of his Separation from Service under Section 7, a Separation Agreement and General Release (a "General Release"), and such General Release must become effective and enforceable in accordance with its terms following the expiration of any applicable revocation period under federal or state law. If such General Release is not executed and delivered to the Company within the applicable thirty (30)-day period hereunder or does not otherwise become effective and enforceable in accordance with its terms, then no severance benefits will provided Executive under this Section 7.

(g) For purposes of this Agreement, "Separation from Service" shall mean Executive's cessation of Employee status and shall be deemed to occur at such time as the level of the bona fide services Executive is to perform in Employee status (or as a consultant or other independent contractor) permanently decreases to a level that is not more than twenty percent (20%) of the average level of services Executive rendered in Employee status during the immediately preceding thirty-six (36) months (or such shorter period for which Executive may have rendered such service). Any such determination as to Separation from Service, however, shall be made in accordance with the applicable standards of the Treasury Regulations issued under Section 409A of the Code. For purposes of determining whether Executive has incurred a Separation from Service, Executive will be deemed to continue in "**Employee**" status for so long as he remains in the employ of one or more members of the Employer Group, 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. "**Employer Group**" means the Company and any other corporation or business controlled by, controlling or under common control with, the Company as determined in accordance with Sections 414(b) and (c) of the Code and the Treasury Regulations thereunder, except that in applying Sections 1563(1), (2) and (3) for purposes of determining the controlled group of corporations under Section 414(b), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in such sections and in applying Section 1.414(c)-2 of the Treasury Regulations for purposes of determining trades or businesses that are under common control for purposes of Section 414(c), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in Section 1.4.14(c)-2 of the Treasury Regulations.

8. Full-time Services to the Company.

As a full-time executive employee, the Company requires that Executive devotes his full business time, attention, skills and efforts to the duties and responsibilities of his position. However, Executive will not be precluded from providing services to non-profit organizations or sitting on the board of directors of companies approved by the Board or the Compensation Committee of the Board, so long as such services will not otherwise interfere with Executive's ability to satisfactorily fulfill his duties and responsibilities to the Company.

9. Tax Withholdings.

Any and all cash compensation and other benefits paid to Executive under this Agreement shall be subject to all applicable tax withholding requirements, and the Company shall make such other deductions as may be required and/or allowed by applicable law and/or as authorized in writing by Executive.

10. Section 409A Delayed Commencement of Benefits.

(a) Notwithstanding any provision to the contrary in this Agreement, no payments or benefits to which Executive becomes entitled under Section 7 of this Agreement to the extent such payment or benefit constitutes an item of deferred compensation under Section 409A of the Code shall be made or paid to him prior to the ***earlier*** of (i) the expiration of the six (6)-month period measured from the date of his Separation from Service with the Company or (ii) the date of Executive's death, if he is deemed at the time of such Separation from Service to be a Specified Employee and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable Code Section 409A(a)(2) deferral period, all payments and benefits deferred pursuant to this Section 10 shall be paid or reimbursed in a lump sum to Executive, and any remaining payments due under this Agreement shall be paid in accordance with the normal payment dates specified for them herein.

If Executive is, at any time during the twelve-month period ending on the last day of any calendar year, deemed to be a "key employee" within the meaning of that term under Code Section 416(i), then Executive shall be deemed to be a **Specified Employee** subject to the six-month delay provisions of this Section 10(a) for the period beginning on the April 1 of the following calendar year and ending on the March 31 of the next year thereafter.

(b) The six month holdback set forth in the subsection 10(a) above shall not be applicable to (i) any severance payments under Section 7 that qualify as Short-Term Deferral Payments and (ii) any remaining portion of the severance payments due Executive under Section 7 to the extent that (I) those payments constitute separation pay within the meaning of Code Section 409A, (II) the dollar amount of those payments does not exceed two (2) times the lesser of (x) Executive's annualized compensation (based on Executive's annual rate of pay for the calendar year preceding the calendar year of Executive's Separation from Service, adjusted to reflect any increase during that calendar year which was expected to continue indefinitely had Executive's Separation from Service not occurred or (y) the maximum amount of compensation that may be taken into account under a qualified plan pursuant to

Section 401(a)(17) of the Code for the year in which Executive has a Separation from Service, and (III) such severance payments are to be made to Executive no later than the last day of the second calendar year following the calendar year in which the Separation from Service occurs. In addition, the six month holdback set forth in subsection 10(a) above will not be applicable to any reimbursement of Coverage Costs pursuant to Section 7(b)(iii) or Section 7(c)(iii) during the applicable period of continued COBRA coverage.

(c) To the extent there is any ambiguity as to whether any provision of this Agreement would otherwise contravene one or more requirements or limitations of Code Section 409A, such provision will be interpreted and applied in a manner that does not result in a violation of the applicable requirements or limitations of Code Section 409A and the Treasury Regulations thereunder. For purposes of Code Section 409A, the right to any series of payments or benefits under this Agreement shall be treated as a right to a series of separate payments.

11. Arbitration.

Any dispute, controversy, or claim, whether contractual or non-contractual, between Executive and the Company, unless mutually settled, shall be resolved by binding arbitration in accordance with the Employment Arbitration Rules of Judicial Arbitration and Mediation Service ("JAMS"). Executive and the Company each agree that before proceeding to arbitration, they will mediate disputes before the JAMS by a mediator approved by the JAMS. If mediation fails to resolve the matter, any subsequent arbitrator shall be conducted by an arbitration approved by the JAMS and mutually acceptable to Executive and the Company. All disputes, controversies, and claims shall be conducted by a single arbitrator. If Executive and the Company are unable to agree on the mediator or the arbitrator, then the JAMS shall select the mediator/arbitrator. The resolution of the dispute by the arbitrator shall be final, binding, non-appealable, and fully enforceable by a court of competent jurisdiction under the Federal Arbitration Act. The arbitration award shall be in writing and shall include a statement of the reasons for the award. The arbitration shall be held in San Francisco, California. The Company shall pay all JAMS, mediation, and arbitrator's fees and costs.

12. Severability.

If any provision of this Agreement as applied to any party or to any circumstance should be adjudged by a court of competent jurisdiction (or determined by the arbitrator) to be void or unenforceable for any reason, the invalidity of that provision shall in no way affect (to the maximum extent permissible by law) the application of such provision under circumstances different from those adjudicated by the court or determined by the arbitrator, the application of any other provision of this Agreement, or the enforceability or invalidity of this Agreement as a whole. Should any provision of this Agreement become or be deemed invalid, illegal or unenforceable in any jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision will be stricken, and the remainder of this Agreement shall continue in full force and effect.

13. Miscellaneous.

Executive acknowledges and agrees that in deciding to sign this Agreement he has not relied on any representations, promises or commitments concerning his employment, whether spoken or in writing, made to him by any representative of the Company, except for what is expressly stated in this Agreement, and the Proprietary Information Agreement. This Agreement can only be changed by another written agreement signed by Executive and an authorized representative of the Company and, to be effective, must specifically state that it is intended to alter or modify this Agreement. Except as provided for herein, this Agreement and the Proprietary Information Agreement consist of the entire agreement between the parties and supersede and replace any prior verbal or written agreements between Executive and the Company.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Each provision of this agreement is severable from the others, and if any provision hereof shall be to any extent unenforceable, it and the other provisions shall continue to be enforceable to the full extent allowable, as if such offending provision had not been a part of this Agreement.

SANGAMO BIOSCIENCES, INC.

By: /s/ Edward O. Lanphier II
Edward O. Lanphier II
Chief Executive Officer

/s/ H. Ward Wolff
H. Ward Wolff
Executive Vice President and
Chief Financial Officer

Exhibit 10.27

FIRST AMENDMENT
TO
EMPLOYMENT AGREEMENT

This amendment dated and effective December 31, 2008 (this "Amendment") hereby amends that certain Employment Agreement dated as of June 1, 1997 (the "Original Agreement") by and between Sangamo BioSciences, Inc. (the "Company"), and Edward O. Lanphier II (the "Employee").

Capitalized terms used and not otherwise defined herein shall have the respective meanings set forth in the Original Agreement.

RECITALS

WHEREAS, Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), places certain restrictions, among other things, as to the timing of distributions from nonqualified deferred compensation plans and arrangements; and

WHEREAS, the Employee and the Board of Directors of the Company desire to amend the terms and conditions of the Original Agreement so as to bring those terms and conditions into documentary compliance with Section 409A of the Code and the final Treasury Regulations thereunder and to continue Employee's employment with the Company upon those amended and restated terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto hereby agree as follows:

1. The definition of "Without Cause" in Section 1.d. of the Original Agreement is hereby deleted, and the following new definition of "Good Reason" is hereby inserted in its place:

"Good Reason" means Employee's resignation following any one of the following:

(i) a material reduction in the Employee's duties, responsibilities and status with the Company without Employee's prior written consent;

(ii) a material reduction in the Employee's base salary without Employee's prior written consent (except pursuant to Company mandated pay cuts or pay reductions which are uniformly applied to the Company's management);

(iii) a material change in Employee's place of employment without Employee's prior written consent, with a requirement that the Employee be based at a location which is both more than 40 miles from the Company's headquarters in Richmond, California and increases the distance between the Employee's residence and the new location by more than 40 miles to be material for such purpose; or

(iv) the failure of the successor corporation (or parent thereof) in a Change in Control transaction to assume all of the obligations of the Company under this Agreement;

provided, however, Employee will only be deemed to have resigned for Good Reason if (A) Employee provides written notice to the Company of the existence of the Good Reason event under subparagraph (i), (ii), (iii) or (iv) within ninety (90) days after its initial occurrence, (B) the Company is provided with thirty (30) days in which to cure such Good Reason event, and (C) Employee's termination of employment is effected within one hundred eighty (180) days following the occurrence of the non-cured subparagraph (i) – (iv) event."

2. The definition of "Change of Control" in Section 1.f. of the Original Agreement is hereby removed in its entirety and is replaced with the following definition:

"Change of Control" solely for purposes of this Agreement shall mean any transaction or series of related transactions in which (i) substantially all of the assets of the Company are sold; or (ii) any merger, reorganization or acquisition in which the stockholders of the Company immediately prior to such transaction beneficially own securities representing less than fifty-one percent (51%) of the total combined voting power of the outstanding voting securities of the successor corporation (or any parent thereof) immediately after such transaction.

3. The following definition of "Separation from Service" is hereby added to the Original Agreement as new Section 1.h.:

"Separation from Service" shall mean Employee's cessation of Employee Status and shall be deemed to occur at such time as the level of the bona fide services Employee is to perform in Employee Status (or as a consultant or other independent contractor) permanently decreases to a level that is not more than twenty percent (20%) of the average level of services Employee rendered in Employee Status during the immediately preceding thirty-six (36) months (or such shorter period for which Employee may have rendered such service). Any such determination as to Separation from Service, however, shall be made in accordance with the applicable standards of the Treasury Regulations issued under Code Section 409A. For purposes of determining whether Employee has incurred a Separation from Service, Employee will be deemed to continue in "Employee Status" for so long as he remains in the employ of one or more members of the Employer Group, 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. "Employer Group" means the Corporation and any other corporation or business controlled by, controlling or under common control with, the Corporation as determined in accordance with Sections 414(b) and (c) of the Code and the Treasury Regulations thereunder, except that in applying Sections 1563(a)(1), (2) and (3) for purposes of determining the controlled group of corporations under Section 414(b), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in such sections and in applying Section 1.414(c)-2 of the Treasury Regulations for purposes of determining trades or businesses that are under common control for purposes of Section 414(c), the phrase "at least 50 percent" shall be used instead of "at least 80 percent" each place the latter phrase appears in Section 1.414(c)-2

of the Treasury Regulations. In addition to the foregoing, a Separation from Service will not be deemed to have occurred while Employee is on a sick leave or other bona fide leave of absence if the period of such leave does not exceed six (6) months or any longer period for which Employee is provided with a right to reemployment with one or more members of the Employer Group by either statute or contract; ***provided, however,*** that in the event Employee's leave of absence is due to any medically determinable physical or mental impairment that can be expected to result in death or to last for a continuous period of not less than six (6) months and that causes her to be unable to perform her duties as an Employee, no Separation from Service shall be deemed to occur during the first twenty-nine (29) months of such leave. If the period of leave exceeds six (6) months (or twenty-nine (29) months in the event of disability as indicated above) and Employee is not provided with a right to reemployment either by statute or contract, then Employee will be deemed to have a Separation from Service on the first day immediately following the expiration of such six (6)-month or twenty-nine (29)-month period."

4. A new sentence is hereby added to the end of Section 4.b. of the Original Agreement, as follows:

"Any bonus to which Employee becomes entitled for a particular calendar year shall be paid in accordance with the terms of the applicable bonus plan, but in no event shall any such bonus be paid earlier than January 1 or later than March 31 of the calendar year following the calendar year for which that annual bonus is earned."

5. Section 4.c. is hereby deleted in its entirety and replaced with the caption "Reserved."

6. 4.d.(1) and 4.d.(2) are hereby deleted in their entirety and replaced with the caption "Reserved."

7. Section 5.a. of the Original Agreement is hereby amended in its entirety to read as follows:

"a. **General Rule**. Except as otherwise provided in this Agreement, should the employment of the Employee be terminated without Cause or should the Employee resign for Good Reason, the Employee shall be entitled to the Severance Benefits set forth in Section 6. "

8. The following additional language is hereby added at the end of Section 5.b. of the Original Agreement:

"in accordance with the payment provisions of Section 6.a.."

9. Section 6.a. of the Original Agreement is hereby removed in its entirety and replaced with the following new section:

"a. The Company may terminate Employee's employment under this Agreement at any time, for any reason, with or without Cause by giving written notice of its intent to terminate such employment. However, in the event the Employee is terminated by the Company without Cause or in the event the Employee resigns for Good Reason, the Company shall, as severance compensation, pay to Employee a lump sum cash payment (the "Severance Benefits") in an amount equal to the sum of (i) the Employee's annual rate of base salary in effect at the time of Employee's termination and (ii) a prorated portion of the Employee's target bonus for the year of termination based upon the time elapsed between December 31 of the preceding year and the Employee's termination date. The lump sum payment of the Severance Benefits shall be made within the sixty (60) day period following the date of Employee's Separation from Service due to such termination or resignation."

10. Section 6.b. of the Original Agreement is hereby amended in its entirety to read as follows:

"b. **Continued Benefit Coverage.** Provided the Employee and his eligible dependents elect to continue medical and dental care coverage under the Company's group health care plans pursuant to their COBRA rights following his termination of employment, the Company shall reimburse the Employee for the costs the Employee incurs to obtain such continued coverage (collectively, the "Coverage Costs") for a twelve (12)-month period measured from the first day of the month following such termination date. During the COBRA continuation period, such coverage shall be obtained under the Company's group health care plans. Following the completion of the COBRA continuation period, such coverage shall continue under the Company's group health plans or one or more other plans providing equivalent coverage. In order to obtain reimbursement for the Coverage Costs under the applicable plan or plans, the Employee must submit appropriate evidence to the Company of each periodic payment within sixty (60) days after the required payment date for those Coverage Costs, and the Company shall within thirty (30) days after such submission reimburse the Employee for that payment. To the extent the Employee incurs any other medical or dental care expenses reimbursable pursuant to the coverage obtained hereunder, the Employee shall submit appropriate evidence of each such expense to the applicable plan administrator within sixty (60) days after incurrence of that expense and shall receive reimbursement of the documented expense within thirty (30) days after such submission or after any additional period that may be required to perfect the claim. During the period such medical and dental care coverage remains in effect hereunder, the following provisions shall govern the arrangement: (a) the amount of Coverage Costs or other medical or dental care expenses eligible for reimbursement in any one calendar year of such coverage shall not affect the amount of Coverage Costs or other medical or dental care expenses eligible for reimbursement in any other calendar year for which such reimbursement is to be provided hereunder; (ii) no Coverage Costs or other medical or dental care expenses shall be reimbursed after the close of the calendar year following the calendar year in which those Coverage Costs or expenses were

incurred; and (iii) the Employee's right to the reimbursement of such Coverage Costs or other medical or dental care expenses cannot be liquidated or exchanged for any other benefit. To the extent the reimbursed Coverage Costs are treated as taxable income to the Employee, the Company shall report the reimbursement as taxable W-2 wages and collect the applicable withholding taxes, and the resulting tax liability shall be the Employee's sole responsibility. Notwithstanding the foregoing, to the maximum extent permitted by law, the number of months of continued benefit coverage provided to the Employee under this Section 6.b. shall reduce the number of months of continued coverage that must be made available to the Employee (and his dependents) under COBRA."

11. Section 6.c. is hereby deleted in its entirety and replaced with the caption "Reserved."

12. The Section 6.d. of the Original Agreement is hereby removed in its entirety and replaced with the following new section:

"d. The Severance Benefits paid to the Employee shall be reduced by any amount that the Employee owes to the Company on the date he ceases to be an employee, if such reduction is legally permissible and only to the extent such reduction would not otherwise result in a violation of Treasury Regulation 1.409A-3(j)(4)(xiii). Except for any payments for earned but unpaid salary, accrued but unused vacation, 401(k) Plan distributions, continued health and dental benefit coverage pursuant to Section 6.b., and the above mentioned Severance Benefits, if applicable, neither party will be obligated to pay the other any payment as a result of, or in connection with, the termination of Employee's employment with the Company (including but not limited to any salary or benefits following the date of termination)."

13. The following new Section 8 is hereby added to the Original Agreement:

"8. **Section 409A**.

a. Notwithstanding any provision in this Agreement the contrary (other than Section 8.b. below), no payment or distribution under this Agreement which constitutes an item of deferred compensation under Section 409A of the Internal Revenue Code of 1986, as amended (the 'Code') and becomes payable by reason of Employee's termination of employment with the Company will be made to Employee until Employee incurs a Separation from Service in connection with such termination of employment. For purposes of this Agreement, each amount to be paid or reimbursed or benefit to be provided to Employee shall be treated as a separate identified payment or benefit for purposes of Section 409A of the Code. In addition, no payment or benefit which constitutes an item of deferred compensation under Section 409A of the Code (other than the reimbursement of Coverage Costs attributable to medical care coverage during the applicable period of COBRA continuation coverage) and becomes payable by reason of Employee's Separation from Service will be made to Employee prior to the ***earlier*** of (i) the first day of the seven (7)-month period measured from the date of such Separation from Service or (ii) the date of Employee's death, if

Employee is deemed at the time of such Separation from Service to be a specified employee (as determined pursuant to Code Section 409A and the Treasury Regulations thereunder) and such delayed commencement is otherwise required in order to avoid a prohibited distribution under Code Section 409A(a)(2). Upon the expiration of the applicable deferral period, all payments and benefits deferred pursuant to this Section 8.a. (whether they would have otherwise been payable in a single sum or in installments in the absence of such deferral) shall be paid or provided to Employee in a lump sum on the first day of the seventh (7th) month after the date of Employee's Separation from Service or, if earlier, the first day of the month immediately following the date the Company receives proof of Employee's death. Any remaining payments or benefits due under this Agreement will be paid in accordance with the normal payment dates specified herein.

b. Notwithstanding Section 8.a. above, the following provisions shall also be applicable to Employee if Employee is a specified employee at the time of his Separation from Service:

(1) Any payments or benefits which become due and payable to Employee during the period beginning with the date of Employee's Separation from Service and ending on March 15 of the following calendar year shall not be subject to the holdback provisions of Section 8.a. and shall accordingly be paid as and when they become due and payable under this Agreement in accordance with the short-term deferral exception to Code Section 409A.

(2) The remaining portion of the payments and benefits to which Employee becomes entitled under this Agreement, to the extent they do not in the aggregate exceed the dollar limit described below and are otherwise scheduled to be paid no later than the last day of the second calendar year following the calendar year in which Employee's Separation from Service occurs, shall not be subject to any deferred commencement date under Section 8.a. and shall be paid to Employee as they become due and payable under this Agreement. For purposes of this subparagraph (2), the applicable dollar limitation will be equal to two times the ***lesser*** of (i) Employee's annualized compensation (based on Employee's annual rate of pay for the calendar year preceding the calendar year of Employee's Separation from Service, adjusted to reflect any increase during that calendar year which was expected to continue indefinitely had such Separation from Service not occurred) or (ii) the compensation limit under Section 401(a)(17) of the Code as in effect in the year of such Separation from Service. To the extent the portion of the severance payments and benefits to which Employee would otherwise be entitled under this Agreement during the deferral period under Section 8.a. exceeds the foregoing dollar limitation, such excess shall be paid in a lump sum upon the expiration of that deferral period, in accordance with the deferred payment provisions of Section 8.a., and the remaining severance payments and benefits (if any) shall be paid in accordance with the normal payment dates specified for them herein.

(3) The holdback provisions of Section 8.a. shall not be applicable to the reimbursement of any Coverage Costs attributable to dental care coverage during the six (6)-month period measured from Employee's Separation from Service, to the extent the aggregate amount of those Coverage Costs for such period does not exceed the applicable dollar amount in effect under Section 402(g)(1)(B) of the Code for the calendar year in which the Employee's Separation from Service occurs. However, to the extent the Coverage Costs attributable to dental care coverage that would otherwise be reimbursable by the Company for each month within that six (6) month period would otherwise exceed one-sixth of the applicable Code Section 402(g)(1)(B) dollar amount, Employee shall pay that excess portion of such Coverage Costs, and the Company shall reimburse Executive for those payments upon the expiration of the holdback period."

14. New Section 7.f. is hereby added to the Original Agreement as follows:

"(f) Code Section 409A. To the extent there is any ambiguity as to whether any provision of the Original Agreement as amended by this Amendment Agreement would otherwise contravene one or more requirements or limitations of Code Section 409A, such provisions shall be interpreted and applied in a manner that does not result in a violation of the applicable requirements or limitations of Code Section 409A and the Treasury Regulations thereunder."

15. Except as modified by this Amendment Agreement, all the terms and provisions of the Original Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

SANGAMO BIOSCIENCES, INC.

By: /s/ H. Ward Wolff

Title: Executive Vice President and Chief Financial Officer

Dated: December 31, 2008

By: /s/ Edward O. Lanphier II
Edward O. Lanphier II

Dated: December 31, 2008

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statements (Form S-8 No. 333-34196, 333-64642 and 333-132823) and in the Registration Statements (Form S-3 No. 333-113062 and 333-68066 and 333-134516) and in the related prospectuses of Sangamo BioSciences, Inc. of our reports dated March 2, 2009, with respect to the consolidated financial statements of Sangamo BioSciences, Inc., and the effectiveness of internal control over financial reporting of Sangamo BioSciences, Inc., included in its Annual Report (Form 10-K) for the year ended December 31, 2008.

/s/ ERNST & YOUNG LLP

Palo Alto, California
March 2, 2009

Exhibit 31.1

CHIEF EXECUTIVE OFFICER CERTIFICATE

I, Edward O. Lanphier II, certify that:

1. I have reviewed this annual report on Form 10-K of Sangamo BioSciences, Inc. (the "registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a – 15(f) and 15d – 15 (f)) for the registrant and have:
   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 3, 2009

/s/ Edward O. Lanphier II

Edward O. Lanphier II
President, Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

PRINCIPAL FINANCIAL OFFICER CERTIFICATE

I, H. Ward Wolff, certify that:

1. I have reviewed this annual report on Form 10-K of Sangamo BioSciences, Inc. (the "registrant")

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a – 15(f) and 15d – 15 (f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 3, 2009.

/s/ H. Ward Wolff

H. Ward Wolff
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

Certification Pursuant to 18 U.S.C. §1350, as Adopted Pursuant to §906 of the Sarbanes-Oxley Act of 2002

Each of the undersigned hereby certifies pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, in his capacity as an officer of Sangamo BioSciences, Inc. (the "Company"), that:

(1) the Annual Report of the Company on Form 10-K for the year ended December 31, 2008, as filed with the Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Edward O. Lanphier II
Edward O. Lanphier II
President, Chief Executive Officer and Director
(Principal Executive Officer)
March 3, 2009

/s/ H. Ward Wolff
H. Ward Wolff
Executive Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)
March 3, 2009