

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2018

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: 001-35966

bluebird bio, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

60 Binney Street

Cambridge, Massachusetts
(Address of Principal Executive Offices)

13-3680878

(IRS Employer
Identification No.)

02142
(Zip Code)

(339) 499-9300

(Registrant's Telephone Number, Including Area Code)

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 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 whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). **Yes** **No**

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§ 229.405 of this chapter) 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, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company", and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer

Non-accelerated filer Smaller reporting company

Emerging growth company

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

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

The aggregate market value of common stock held by non-affiliates of the registrant based on the closing price of the registrant's common stock as reported on the Nasdaq Global Select Market on June 30, 2018, the last business day of the registrant's most recently completed second quarter, was \$7,882,817,517.

As of February 15, 2019, there were 54,951,177 shares of the registrant's common stock, par value \$0.01 per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive Proxy Statement relating to its 2019 Annual Meeting of Stockholders are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated. Such Proxy Statement will be filed with the U.S. Securities and Exchange Commission within 120 days after the end of the fiscal year to which this report relates.

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FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains forward-looking statements that involve risks and uncertainties, as well as assumptions that, if they never materialize or prove incorrect, could cause our results to differ materially from those expressed or implied by such forward-looking statements. We make such forward-looking statements pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 and other federal securities laws. All statements other than statements of historical facts contained in this Annual Report on Form 10-K are forward-looking statements. In some cases, you can identify forward-looking statements by words such as “anticipate,” “believe,” “contemplate,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “predict,” “project,” “seek,” “should,” “target,” “would,” or the negative of these words or other comparable terminology. These forward-looking statements include, but are not limited to, statements about:

- the initiation, timing, progress and results of our preclinical and clinical studies, and our research and development programs;
- our ability to advance product candidates into, and successfully complete, clinical studies;
- our ability to advance our viral vector and drug product manufacturing capabilities;
- the timing or likelihood of regulatory filings and approvals for our product candidates;
- the timing or success of commercialization of our product candidates, if approved;
- the pricing and reimbursement of our product candidates, if approved;
- the implementation of our business model, strategic plans for our business, product candidates and technology;
- the scope of protection we are able to establish and maintain for intellectual property rights covering our product candidates and technology;
- estimates of our expenses, future revenues, capital requirements and our needs for additional financing;
- the potential benefits of strategic collaboration agreements and our ability to enter into strategic arrangements;
- our ability to maintain and establish collaborations and licenses;
- developments relating to our competitors and our industry; and
- other risks and uncertainties, including those listed under Part I, Item 1A. Risk Factors.

Any forward-looking statements in this Annual Report on Form 10-K reflect our current views with respect to future events or to our future financial performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by these forward-looking statements. Factors that may cause actual results to differ materially from current expectations include, among other things, those listed under Part I, Item 1A. Risk Factors and elsewhere in this Annual Report on Form 10-K. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Except as required by law, we assume no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future.

This Annual Report on Form 10-K also contains estimates, projections and other information concerning our industry, our business, and the markets for certain diseases, including data regarding the estimated size of those markets, and the incidence and prevalence of certain medical conditions. Information that is based on estimates, forecasts, projections, market research or similar methodologies is inherently subject to uncertainties and actual events or circumstances may differ materially from events and circumstances reflected in this information. Unless otherwise expressly stated, we obtained this industry, business, market and other data from reports, research surveys, studies and similar data prepared by market research firms and other third parties, industry, medical and general publications, government data and similar sources.

Item 1. Business**Overview**

We are a clinical-stage biotechnology company committed to developing potentially transformative gene therapies for severe genetic diseases and cancer. With our lentiviral-based gene therapy and gene editing capabilities, we have built an integrated product platform with broad therapeutic potential in a variety of indications. We believe that gene therapy for severe genetic diseases has the potential to change the way patients living with these diseases are treated by addressing the underlying genetic defect that is the cause of their disease, rather than offering treatments that only address their symptoms. Our clinical programs in severe genetic diseases include our LentiGlobin[®] product candidate as a treatment for transfusion-dependent β -thalassemia, or TDT, and sickle cell disease, or SCD, and our Lenti-D[™] product candidate as a treatment for cerebral adrenoleukodystrophy, or CALD. Our programs in oncology are built upon our leadership in lentiviral gene delivery and T cell engineering, with a focus on developing novel T cell-based immunotherapies, including chimeric antigen receptor (CAR) and T cell receptor (TCR) T cell therapies. bb2121 and bb21217, our clinical-stage product candidates in oncology, are CAR T cell product candidates for the treatment of multiple myeloma.

We are developing our LentiGlobin product candidate for different genotypes of TDT and for SCD in the United States and the European Union, or EU. Both TDT and SCD are rare, hereditary blood disorders that often lead to severe anemia and shortened lifespans. In October 2018, we announced that the European Medicines Agency, or EMA, has accepted for review our marketing authorization application, or MAA, for our LentiGlobin product candidate for the treatment of adult and adolescent patients with TDT and non- β^0/β^0 genotypes. If we receive conditional approval in 2019, we expect to launch LentiGlobin in Europe and begin to generate product revenues. We plan to file a biologics license application, or BLA, in the United States in 2019 for the use of LentiGlobin in the treatment of adult and adolescent patients with TDT and non- β^0/β^0 genotypes. We are also engaged with the U.S. Food and Drug Administration, or FDA, and the EMA in discussions regarding our proposed development plans for LentiGlobin in SCD, with a potential first submission for regulatory approval in 2022.

We are developing our Lenti-D product candidate for CALD, a rare, hereditary neurological disorder that is often fatal. If our Lenti-D product candidate shows a sufficiently compelling treatment effect, and pending further discussion with regulatory authorities, the results from the phase 2/3 clinical study of our Lenti-D product candidate, called the Starbeam study, could potentially form the basis of a BLA submission in the United States and a MAA submission in the European Union. We anticipate a potential first submission for regulatory approval of our Lenti-D product candidate for the treatment of patients with CALD in 2019.

In collaboration with Celgene Corporation, or Celgene, we are developing our bb2121 and bb21217 product candidates in multiple myeloma, a hematologic malignancy that develops in the bone marrow and is fatal if untreated. We are co-developing and co-promoting the bb2121 product candidate in the United States with Celgene and we have exclusively licensed to Celgene the development and commercialization rights for the bb2121 product candidate outside of the United States. We and Celgene anticipate the first potential approval of the bb2121 product candidate for the treatment of relapsed and refractory multiple myeloma in the second half of 2020. We have exclusively licensed the development and commercialization rights for the bb21217 product candidate to Celgene, with an option for us to elect to co-develop and co-promote bb21217 within the United States.

Our Gene Therapy Platform

Our platform is based on lentiviral vectors which are used to introduce a functional copy of a gene to the patient's own isolated hematopoietic stem cells, or HSCs, in the case of our LentiGlobin and Lenti-D product candidates, or the patient's own isolated white blood cells which include T cells, in the case of our bb2121 and bb21217 product candidates. Additionally, we have developed a proprietary cell-based vector manufacturing process that is both reproducible and scalable. We believe our innovations in viral vector design and related manufacturing processes are important steps towards advancing the field of gene therapy and in realizing its full potential on a commercial scale.

Utilizing our platform, we are developing product candidates comprising the patient's own gene-modified HSCs and T cells. Clinical proof-of-concept already exists for allogeneic hematopoietic stem cell transplant, or HSCT, an approach of treating a patient with HSCs contributed by a donor other than the patient that contain the properly functioning copy of the gene whose mutation has caused the underlying disease. However, this approach has significant limitations, including difficulties in finding appropriate genetically-matched donors and carries the risk of transplant-related rejection, graft-versus-host disease, or GVHD, and mortality. Our approach is intended to address the significant limitations of allogeneic HSCT while utilizing existing stem cell transplant infrastructure and processes. Also, because our approach has the potential to drive sustained expression of the functional protein encoded by the gene insert after a single-administration, we believe the value proposition offered by our product candidates for patients, families, health care providers and payors would be significant.

Although our initial focus for severe genetic diseases is in TDT, SCD and CALD, and for cancer is in multiple myeloma, we believe our gene therapy platform has broad therapeutic potential in a variety of indications. We believe that our lentiviral vectors can be used to introduce virtually any gene into a cell and have the potential to be manufactured on a commercial scale reproducibly and reliably, as each new vector is produced using substantially the same process.

We also have discovery research programs utilizing our cell signaling and gene editing technology platform across our pipeline. For instance, we are exploring applications of our CAR and TCR T cell technologies in combination with novel proteins based on synthetic biology. These technologies may potentially allow our future T cell-based product candidates to detect the tumor microenvironment or, in the case of future CAR T cell product candidates, to be regulated by small molecules. In addition, we are focused on utilizing homing endonuclease and megaTAL gene editing technologies in a variety of potential applications and disease areas, including oncology, hematology and other diseases. Homing endonucleases and megaTALs are novel enzymes that provide a highly specific and efficient way to modify DNA sequences to edit or insert genetic components to potentially treat a variety of diseases.

Our Programs in Severe Genetic Diseases

The LentiGlobin product candidate

β-thalassemia

Overview

β-thalassemia is a rare genetic disease caused by a mutation in the β-globin gene resulting in the production of defective red blood cells, or RBCs. Genetic mutations cause the absence or reduced production of the beta chains of hemoglobin, or β-globin, thereby preventing the proper formation of hemoglobin A, which normally accounts for greater than 95% of the hemoglobin in the blood of adults. Hemoglobin is an iron-containing protein in the blood that carries oxygen from the respiratory organs to the rest of the body. Hemoglobin A consists of four chains—two chains each of α-globin and β-globin. Genetic mutations that impair the production of β-globin can lead to a relative excess of α-globin, leading to premature death of RBCs. The clinical implications of the α-globin/β-globin imbalance are two-fold: first, patients lack sufficient RBCs and hemoglobin to effectively transport oxygen throughout the body and can become severely anemic; and second, the ineffective production of RBCs can lead to a range of multi-systemic complications, including but not limited to splenomegaly, marrow expansion, bone deformities, and iron overload in major organs.

The clinical course of β-thalassemia correlates with the degree of globin chain imbalance. Nearly 350 different mutations have been described in patients with β-thalassemia. Mutations can be categorized as those that result in no functional β-globin production (β⁰) and those that result in decreased functional β-globin production (β⁺). TDT refers to any mutation pairing that results in the need for chronic transfusions due to severe anemia. Affected patients produce as little as one to seven g/dL of hemoglobin (in contrast, a normal adult produces 12 to 18 g/dL of hemoglobin).

Limitations of current treatment options

In geographies where treatment is available, patients with TDT receive chronic blood transfusions to survive. These regimens consist of regular infusions with units of packed RBC, or pRBC, usually every two to five weeks, which are intended to maintain hemoglobin levels and control symptoms of the disease. While chronic blood transfusions can be effective at minimizing the symptoms of TDT, they often lead to unavoidable iron overload, which over time may lead to significant morbidity and mortality through iron-associated heart and liver toxicity. To help reduce iron overload-associated risks and resulting complications, patients must adhere to therapeutic iron chelation regimens to reduce the iron overload. Despite improvements in supportive care with transfusion and chelation, the overall life expectancy for a patient with TDT is significantly reduced compared to the general population. In addition, patient and caregiver quality of life can be significantly affected by complications associated with TDT and chronic disease management.

The only potentially curative therapy for β-thalassemia has been allogeneic HSCT, with best outcomes observed in pediatric patients with a matched sibling donor. However, allogeneic HSCT is associated with serious risks, some of which can be life threatening and result in death. Potential complications of allogeneic HSCT include a risk of engraftment failure in unrelated human-leukocyte-antigen, or HLA, matched patients, a risk of life-threatening infection, and a risk of GVHD, a common complication in which donor immune cells (white blood cells in the graft) recognize the cells of the recipient (the host) as “foreign” and attack them. As a result of these safety challenges, allogeneic HSCT can lead to significant mortality rates, particularly for patients treated with cells from a donor who is not a matched sibling, and in patients >11 years old. Consequently, we believe there is a need for an option that can address the underlying genetic cause of TDT for more patients, and that TDT is a life-shortening disease with a significant unmet medical need.

Sickle cell disease

Overview

Sickle cell disease, or SCD, is a hereditary blood disorder resulting from a mutation in the β -globin gene that causes polymerization of hemoglobin proteins, resulting in abnormal red blood cell function. The disease is characterized by anemia, vaso-occlusive events (a common complication of SCD in which there is severe pain due to obstructed blood flow in the small blood vessels of the body), cumulative damage to multiple organs, infections, stroke, overall poor quality of life and early death in a large subset of patients. Under low-oxygen conditions, which are exacerbated by the RBC abnormalities, the mutant hemoglobin polymerizes causing the RBCs to take on a sickle shape, which causes them to aggregate and obstruct small blood vessels, thereby restricting blood flow to organs resulting in pain, cell death and organ damage. If oxygen levels are restored, the hemoglobin can depolymerize and the RBCs will return to their normal shape, but over time, repeated sickling damages the cell membrane and the cells fail to return to the normal shape even in high-oxygen conditions.

Limitations of current treatment options

Where adequate medical care is available, common treatments for patients with SCD largely revolve around management and prevention of acute sickling episodes. Chronic management may include hydroxyurea and, in certain cases, chronic RBC transfusions. Hydroxyurea is currently one of two medications approved for the treatment of SCD and is recommended for patients with recurrent moderate to severe painful crises, to reduce the frequency of painful crises. However, not all SCD patients respond to hydroxyurea, or are able to tolerate the cytotoxic effect of reduced white blood cell and platelet counts. A significant number of patients with SCD find it difficult to adhere to hydroxyurea treatment, and for most patients there is no effective long-term treatment. L-glutamine was approved by the FDA in 2017 as the second medication for the treatment of sickle cell disease and as such, there is limited long-term data available regarding its safety or efficacy.

RBC transfusion therapy can be utilized to maintain the level of sickle hemoglobin below 30% to 50%, which decreases sickling of RBCs, reduces the risk of recurrent stroke, and decreases the incidence of associated co-morbidities. While transfusion therapy can be critical in the management of acute disease, and can be vital in preventing some of the chronic manifestations of SCD, it does not provide equal benefit to all patients. Furthermore, in patients with SCD, it is associated with risks such as infection with blood-borne pathogens, alloimmunization, and adverse transfusion reactions that may lead to fatal outcomes. Additional complications of chronic transfusion include iron overload.

The only potentially curative therapy currently available for SCD is allogeneic HSCT, but it is limited to patients with severe disease manifestations and carries significant risk of transplant-related morbidity and mortality. Thus, this option is usually offered primarily to pediatric patients with available sibling-matched donors. It is particularly difficult to find suitable donors for individuals of African descent, and it is estimated that only a fraction of eligible patients undergo transplant. In light of these factors, we believe that SCD is a seriously debilitating and life-threatening disease with a significant unmet medical need.

Development of the LentiGlobin product candidate

We are developing our LentiGlobin product candidate as a potential one-time treatment for both TDT and SCD. Our approach involves the *ex vivo* insertion of the normal β -globin gene with an amino acid substitution using a lentiviral vector into the patient's own HSCs to enable formation of normally functioning hemoglobin A and normal RBCs in patients. Importantly, this amino acid substitution, referred to as T87Q, also serves as a distinct biomarker used to quantify expression levels of the functional β -globin protein in patients with TDT and SCD, while also providing anti-sickling properties in the context of SCD. We refer to the cells that have undergone our *ex vivo* manufacturing process resulting in genetically modified HSCs as the LentiGlobin drug product, or our LentiGlobin product candidate.

We are conducting, or have conducted, the following clinical studies of our LentiGlobin product candidate to evaluate its safety and efficacy in the treatment of patients with TDT:

- Northstar study (HGB-204), a multi-site, international phase 1/2 study of patients with TDT. In March 2014, we announced that the first patient had been treated in this study. This study was completed in February 2018, and patients in this study were enrolled in a long-term follow-up protocol to assess safety and efficacy beyond the Northstar study follow-up period.
- Northstar-2 study (HGB-207), a multi-site, international phase 3 study of patients with TDT and non- β^0/β^0 genotypes. In December 2016, we announced that the first patient had been treated in this study.
- Northstar-3 study (HGB-212), a multi-site, international phase 3 study of patients with TDT and β^0/β^0 genotypes or an IVS-I-110 mutation. In November 2017, we announced that the first patient had been treated in this study.

- HGB-205, a single-center phase 1/2 study in France of patients with TDT, which also enrolled patients with SCD. In December 2013, we announced that the first patient with TDT had been treated in this study.

We are conducting, or plan to conduct, the following clinical studies of our LentiGlobin product candidate to evaluate its safety and efficacy in the treatment of patients with SCD:

- HGB-206, a multi-site phase 1/2 study in the United States of patients with SCD. In October 2016, we announced amendments in the study protocol to incorporate several process changes, including using a refined drug product manufacturing process. In February 2017, we announced that the first patient had been treated under this amended study protocol.
- HGB-205, a single-center phase 1/2 study in France of patients with SCD which also enrolled patients with TDT. In October 2014, we announced that the first patient with SCD had been treated in this study.
- HGB-210, our planned multi-site, international phase 3 study of patients with SCD and a history of vaso-occlusive events, or VOs. We anticipate that this study will have a comparable design to our HGB-206 study. We plan to initiate this study in 2019.

Our LentiGlobin product candidate has been granted Orphan Drug status by the FDA and EMA for both β -thalassemia and SCD. Our LentiGlobin product candidate was granted Fast-Track designation by the FDA for the treatment of β -thalassemia major and for the treatment of certain patients with SCD. The FDA has also granted Regenerative Medicine Advanced Therapy (RMAT) designation to our LentiGlobin product candidate for the treatment of SCD. The FDA has granted to our LentiGlobin product candidate Breakthrough Therapy designation for the treatment of transfusion-dependent patients with β -thalassemia major, and rare pediatric disease designation for the treatment of TDT. We are participating in the EMA's Adaptive Pathways pilot program (formerly referred to as Adaptive Licensing), which is part of the EMA's effort to improve timely access for patients to new medicines. In addition, the EMA has granted Priority Medicines (PRIME) eligibility for our LentiGlobin product candidate in the treatment of TDT.

In October 2018, we announced that the EMA accepted our marketing authorization application, or MAA, for LentiGlobin for the treatment of adolescents and adults with TDT and non- β^0/β^0 genotypes. We anticipate a potential first conditional approval in the EU in 2019. Conversion to full approval may be subject to the successful completion of our Northstar-2 study and Northstar-3 study, or other studies we may be required to conduct, supportive long-term follow-up data and "real-world" post-approval monitoring data. Whether or not our clinical data are sufficient to support conditional, and ultimately full, approval will be a review decision by the EMA and European Commission. We also plan to submit a BLA in the United States in 2019 on the basis of the Northstar study and the Northstar-2 study of our LentiGlobin product candidate for the treatment of patients with TDT and non- β^0/β^0 genotypes. In addition, if successful, we believe the data from our Northstar-3 study, together with data from our Northstar study and Northstar-2 study and HGB-205 study could be sufficient to form the basis for a BLA supplement submission in the United States, and a MAA variation submission in the EU, for our LentiGlobin product candidate for the treatment of patients with TDT and β^0/β^0 genotypes.

We are engaged with the FDA and the EMA in ongoing discussions regarding our proposed development plans for our LentiGlobin product candidate in SCD. Based on these discussions and clinical data for our LentiGlobin product candidate in SCD, we are exploring efficacy endpoints in our HGB-206 study and planned HGB-210 study that may allow us to pursue a more accelerated development path in the United States of our LentiGlobin product candidate for the treatment of patients with SCD who have a history of VOs. Specifically, we are exploring the use of a primary efficacy endpoint based on β^A -T87Q expression and total hemoglobin, and of a key secondary endpoint of frequency of VOs. As expanded and modified in October 2018, the HGB-206 study will increase the overall set of clinical data regarding the relationship between anti-sickling hemoglobin and clinical outcomes, and has the potential to validate the new primary efficacy endpoint as a surrogate endpoint for other SCD clinical outcomes such as VOs. Although we cannot be certain that the HGB-206 study and planned HGB-210 study will be sufficient to form the basis for a BLA submission in the United States or a MAA in Europe for the treatment of patients with SCD, these studies have been expanded, modified and planned with the goal of achieving a more accelerated development path for our LentiGlobin product candidate in the United States for the treatment of patients with SCD who have a history of VOs, with a potential first submission for regulatory approval in 2022.

Clinical results of the LentiGlobin product candidate

- **Northstar study (HGB-204) – phase 1/2 study for the treatment of patients with TDT**

Our Northstar study is a single-dose, open-label, non-randomized, multi-site phase 1/2 clinical study in the United States, Australia and Thailand to evaluate the safety and efficacy of the LentiGlobin product candidate in increasing hemoglobin production and eliminating or reducing transfusion dependence following treatment. In March 2014, we announced that the first patient had been treated in our Northstar study. In February 2018, we announced that the last patient in this study had completed the follow-up period under the Northstar study protocol.

Eighteen adults and adolescents were enrolled in the study. To be eligible for enrollment in this study, patients were between 12 and 35 years of age with a diagnosis of TDT and received at least 100 mL/kg/year of pRBCs or at least eight transfusions per year in each of the two years preceding enrollment. The patients were also eligible for allogeneic HSCT.

Efficacy was evaluated primarily by the production of ≥ 2.0 g/dL of hemoglobin A containing $\beta^A\text{-T87Q}$ -globin for the six-month period between 18 and 24 months post-treatment. Exploratory efficacy endpoints included pRBC transfusion requirements (measured in milliliters per kilogram) per month and per year, post-treatment. Safety evaluations performed during the study include success and kinetics of HSC engraftment, incidence of transplant-related mortality post-treatment, overall survival, detection of vector-derived replication-competent lentivirus in any patient and characterization of events of insertional mutagenesis leading to clonal dominance or leukemia. Subjects were monitored by regular screening. Each patient remained on study for approximately 26 months from time of consent and then were enrolled in a long-term follow-up protocol that will assess safety and efficacy beyond the study protocol's follow-up period.

In December 2018, we presented updated clinical data from our Northstar study at the 60th Annual Meeting of the American Society of Hematology, or ASH Annual Meeting. All data presented at the ASH Annual Meeting and summarized below are as of the data cut-off date of September 14, 2018:

- Ten patients with non- β^0/β^0 genotypes and eight patients with β^0/β^0 genotypes have undergone infusion with LentiGlobin drug product in the study.
- Of the ten patients with TDT and non- β^0/β^0 genotypes, eight patients achieved transfusion independence, meaning they had not received a transfusion for at least 12 months and maintained hemoglobin levels of ≥ 9 g/dL. These eight patients have maintained transfusion independence for a median duration of 38 months, with a range of 21 to 44 months. At the last study visit, total hemoglobin levels for these eight transfusion-independent patients were stable and ranged from 9.7 to 14.1 g/dL. HbA^{T87Q} levels remained stable in these patients over time, for up to four years.
- Of the eight patients with TDT and a β^0/β^0 genotype, three patients achieved transfusion independence. These three patients had more than two years of follow up, and two of the three patients had follow-up for more than 3.5 years. All three patients maintained transfusion independence through their last study visit, with total hemoglobin levels ranging from 9.1 to 10.9 g/dL.
- An exploratory assessment was conducted to assess liver iron concentration in the 11 patients who have become transfusion independent in the Northstar study. Liver iron concentrations were measured at baseline and then at every 12 months after treatment. Over time, iron concentrations began to decrease in these 11 patients, with the largest decrease observed in the three patients who had at least 48 months of data available.
- The safety profile of the LentiGlobin drug product continues to be consistent with myeloblastic conditioning with single-agent busulfan. No grade 3 or higher drug product-related adverse events have been observed. The median time to platelet engraftment was 39.5 days, with a range of 19 to 191 days.

• **Northstar-2 study (HGB-207) – phase 3 study for the treatment of patients with TDT and non- β^0/β^0 genotypes**

Our Northstar-2 study is an ongoing single-dose, open-label, non-randomized, international, multi-site phase 3 clinical study to evaluate the safety and efficacy of the LentiGlobin product candidate to treat patients with TDT and non- β^0/β^0 genotypes. In December 2016, we announced that the first patient had been treated in our Northstar-2 study.

Approximately 23 patients will be enrolled in the study, consisting of at least 15 adolescent and adult patients between 12 and 50 years of age at enrollment, and at least eight pediatric patients less than 12 years of age at enrollment. To be enrolled, patients with TDT and non- β^0/β^0 genotypes must have received at least 100 mL/kg/year of pRBCs or at least eight transfusions per year for the past two years. All patients must be eligible for allogeneic HSCT, but without a matched family allogeneic HSCT donor. Subjects in our Northstar-2 study will be treated with our LentiGlobin product candidate manufactured using our refined drug product manufacturing process with the objective of increasing the vector copy number and the percentage of transduced cells, relative to the drug product manufacturing process used in our Northstar study.

The primary endpoint of this study is the proportion of treated patients who achieve transfusion independence, defined as weighted average hemoglobin levels ≥ 9.0 g/dL without any pRBC transfusions for a continuous period of at least 12 months at any time during the study after treatment. The secondary endpoints of this study are to quantify gene transfer efficiency and expression, and to measure the effects of treatment with the LentiGlobin drug product on transfusion requirements post-treatment and clinical events. Safety evaluations to be performed during the study include success and kinetics of HSC engraftment, incidence of transplant-related mortality post-treatment, overall survival, detection of vector-derived replication-competent lentivirus in any patient and characterization of events of insertional mutagenesis leading to clonal dominance or leukemia. Each patient will remain on study for approximately 24 months post-treatment and then will be enrolled in a long-term follow-up protocol that will assess safety and efficacy beyond the study protocol's follow-up period.

In December 2018, we presented updated clinical data from our Northstar-2 study at the ASH Annual Meeting. All data presented at the ASH Annual Meeting and summarized below are as of the data cut-off date of September 14, 2018:

- Sixteen patients with non- β^0/β^0 genotypes, ranging from 8 to 34 years of age, have undergone infusion with LentiGlobin drug product in the study, including two pediatric patients and 14 adolescents/ adults.
- Eleven of these patients had at least three months of follow-up available. Ten of the 11 patients had stopped receiving transfusions and had hemoglobin levels ranging from 11.1 to 13.3 g/dL at the time of the last study visit (which occurred at 3 to 18 months post-treatment). HbA^{T87Q} levels in these 10 patients ranged from 7.7 to 10.6 g/dL, which significantly contributed to total hemoglobin (ranging from 67 to 92 percent of total hemoglobin).
- An exploratory analysis was conducted with bone marrow from six patients with 12 months of follow-up after treatment. The samples were evaluated for cellularity and myeloid to erythroid ratio. In five patients, all of whom had stopped chronic transfusions, an increase in the myeloid to erythroid ratio was observed, suggesting improvement in red blood cell production. A low myeloid to erythroid ratio is a key feature of dyserythropoiesis, or abnormal bone marrow red blood cell production, characteristic of patients with TDT.
- The safety profile of LentiGlobin drug product continues to be consistent with myeloablative conditioning with single-agent busulfan, including serious adverse events (SAE) of veno-occlusive liver disease. One SAE of grade 3 thrombocytopenia was reported and considered possibly drug product-related.

• **Northstar-3 study (HGB-212) – phase 3 study for the treatment of patients with TDT and β^0/β^0 genotypes or IVS-I-110 mutation**

Our Northstar-3 study is an ongoing single-dose, open-label, non-randomized, international, multi-site phase 3 clinical study to evaluate the efficacy and safety of the LentiGlobin product candidate to treat patients with TDT and β^0/β^0 genotypes or IVS-I-110 mutation. In November 2017, we announced that the first patient had been treated in our Northstar-3 study.

Approximately 15 patients who are less than 50 years of age at enrollment will be enrolled in the study. To be eligible, patients with TDT and β^0/β^0 genotypes or IVS-I-110 mutation must have received at least 100 mL/kg/year of pRBCs or at least eight transfusions per year for the past two years. All patients must be clinically stable and eligible to undergo HSCT, as well as having been treated and followed for at least the last two years in a specialized center that maintained detailed medical records, including transfusion history. Patients in our Northstar-3 study will be treated with our LentiGlobin product candidate manufactured using our refined drug product manufacturing process with the objective of increasing the vector copy number and the percentage of transduced cells, relative to the drug product manufacturing process used in our Northstar study.

The primary endpoint of this study is the proportion of treated patients who meet the definition of “transfusion reduction”, which is defined as demonstration of reduction in volume of pRBC transfusion requirements (in mL/kg) in the post-treatment time period of months 12 to 24 compared to the average annual transfusion requirement in the 24 months prior to enrollment. The secondary endpoints of this study are to measure the proportion of patients who meet the definition of “transfusion independence” and also quantify gene transfer efficiency and expression, and measure the effects of treatment with the LentiGlobin drug product on transfusion requirements post-treatment and clinical events. Each patient will remain on study for approximately 24 months post-treatment and then will be enrolled in a long-term follow-up protocol that will assess safety and efficacy beyond the study protocol’s follow-up period.

In December 2018, we presented updated clinical data from our Northstar-3 study at the ASH Annual Meeting. All data presented at the ASH Annual Meeting and summarized below are as of the data cut-off date of September 14, 2018, except as otherwise noted:

- Three patients with TDT and β^0/β^0 genotypes or IVS-I-110 mutation had been treated with LentiGlobin.
- All three patients, including a pediatric patient, had total hemoglobin of greater than 10 g/dL at their last assessment as of November 19, 2018. Patient 1 had no transfusions following LentiGlobin treatment and their last assessment at month 12, Patient 2 had their last transfusion 1.9 months post-treatment and last assessment at month six, Patient 3 had their last transfusion at 1.4 months post-treatment and last assessment at month three.
- The safety profile of LentiGlobin drug product continues to be consistent with myeloablative conditioning with single-agent busulfan. No grade 3 or higher drug product-related adverse events have been observed.

- **The HGB-206 study – phase 1/2 study for the treatment of patients with SCD**

Our HGB-206 study is a single-dose, open-label, non-randomized, multi-site phase 1/2 clinical study in the United States to evaluate the safety and efficacy of the LentiGlobin product candidate to treat SCD.

Up to 50 adult and adolescent patients will be enrolled in the study. Patients must be ≥ 18 years of age with a diagnosis of sickle cell disease, with either β^S/β^S or β^S/β^0 genotype. The sickle cell disease must be severe, as defined by recurrent severe VOs, acute chest syndrome (ACS), history of an overt stroke, or echocardiographic evidence of an elevated tricuspid regurgitation jet velocity, an indicator of pulmonary hypertension, and patients must have failed to achieve clinical benefit from treatment with hydroxyurea. The patients must also be eligible for HSCT. We refer to the patients enrolled under the original study protocol as patients in “Group A.” In October 2016, we announced amendments in the study protocol to incorporate several changes with the goal of increasing production of anti-sickling β -globin, such as increasing the percentage of transduced cells through manufacturing improvements, increasing target busulfan area under the curve, introducing a minimum period of regular blood transfusions prior to stem cell collection, and collecting HSCs from peripheral blood after mobilization with plerixafor rather than via bone marrow harvest. We refer to the patients enrolled under the amended study protocol utilizing HSCs from bone marrow harvest as patients in “Group B.” We refer to the patients enrolled under the amended study protocol utilizing HSCs from peripheral blood after mobilization with plerixafor as patients in “Group C.” In February 2017, we announced that the first patient had been treated under the amended study protocol.

The primary efficacy endpoint for this study is based on $\beta^A\text{-T87Q}$ expression and total hemoglobin, and the secondary efficacy endpoint for this study is the frequency of VOs. Safety endpoints include monitoring for laboratory parameters and frequency and severity of adverse events; the success and kinetics of HSC engraftment; the incidence of treatment related mortality and overall survival; the detection of vector-derived replication-competent lentivirus in any patient; and the characterization of events of insertional mutagenesis leading to clonal dominance or leukemia. Each patient will remain on study for approximately 26 months from time of consent and then will be enrolled in a long-term follow-up protocol that will assess safety and efficacy beyond the study protocol’s follow up period.

In December 2018, we presented updated clinical data from our HGB-206 study at the ASH Annual Meeting. All data presented at the ASH Annual Meeting and summarized below are as of the data cut-off date as of September 14, 2018:

- Group A: A total of seven patients have undergone infusion with LentiGlobin drug product in Group A, with up to 39 months of follow-up. Consistent HbA^{T87Q} production was observed ranging from 0.7 to 2.8 g/dL at last visit and patients maintained stable total hemoglobin levels ranging from 7.6 to 11.8 g/dL at last visit.
- Group B: Two patients have undergone infusion with LentiGlobin drug product in Group B, with up to 17 months of follow-up. HbA^{T87Q} production was higher in Group B patients, ranging from 3.4 to 6.5 g/dL and total hemoglobin levels were stable at 11.0 to 12.3 g/dL at last visit.
- Group C: A total of nine patients have undergone infusion with LentiGlobin drug product in Group C.
 - In the four patients who were six months post treatment, HbA^{T87Q} product ranged from 4.8 to 8.8 g/dL and were comparable to or exceeded the levels of HbS. These patients did not receive a blood transfusion during this time and had total hemoglobin levels ranging from 9.9 to 13.7 g/dL at their last visit.
 - No VOs were reported (up to nine months post treatment with LentiGlobin). In an exploratory analysis, key markers of hemolysis, including reticulocyte counts, lactate dehydrogenase (LDH) and total bilirubin concentration had decreased compared to baseline.
 - To help assess the distribution of HbA^{T87Q} in the red blood cells, we have developed an antibody that recognizes β^S , the protein present in HbS. Using this antibody, the amount of β^S was measured in the red blood cells obtained from healthy donors (β^A/β^A), sickle cell trait donors (β^S/β^A) and patients with sickle cell disease (β^S/β^S). Clear and distinct distribution of β^S was observed in these control samples, with highest expression in the β^S/β^S samples, followed by β^S/β^A and no expression of β^S in the healthy donor (β^A/β^A) samples. Initial results from two patients treated with LentiGlobin gene therapy, who were nine months post treatment, showed that nearly all their red blood cells had lower amounts of β^S than the β^S/β^S and the β^S/β^A control samples. Given that these patients were no longer receiving any blood transfusions, this suggests β^S expression was reduced in these patients due to the production of HbA^{T87Q} following treatment with LentiGlobin.
- The safety profile of the LentiGlobin drug product continues to be consistent with myeloablative conditioning with single-agent busulfan. One SAE of myelodysplasia syndrome was reported in a patient who received LentiGlobin approximately three years ago in Group A. Analysis of the patient’s cells showed no evidence of vector-mediated insertional oncogenesis, and the independent data monitoring committees, along with the treating physician, agreed the SAE was unlikely related to the drug product.

- **The HGB-205 study – phase 1/2 for the treatment of patients with TDT or SCD**

Our HGB-205 study is a single-dose, open-label, non-randomized, phase 1/2 clinical study at a single site in France to examine the safety and efficacy of our LentiGlobin product candidate in up to seven patients with a diagnosis of TDT or SCD. In December 2013, we announced that the first patient with TDT had been treated in our HGB-205 study and in October 2014 we announced that the first patient with SCD had been treated in our HGB-205 study.

Patients must be between five and 35 years of age with a diagnosis of TDT or SCD. To be enrolled, patients with TDT must have received at least 100 mL/kg/year of pRBCs per year for the past two years. Those with SCD must have failed to achieve clinical benefit from treatment with hydroxyurea and have an additional poor prognostic risk factor (e.g., recurrent VOs or ACS). All patients must be eligible for allogeneic HSCT, but without a matched sibling allogeneic HSCT donor. This study is fully enrolled, with four patients with TDT and three patients with SCD enrolled in this study.

The primary objective of our HGB-205 study is to determine the safety, tolerability and success of engraftment of the LentiGlobin drug product. The secondary objectives of the study are to quantify gene transfer efficiency and expression, and to measure the effects of treatment with the LentiGlobin drug product on disease-specific biological parameters and clinical events. In the case of patients with TDT and SCD, this means the volume of pRBC transfusions, and for patients with SCD, it also means the number of VOs and ACS in each patient, compared with the two-year period prior to treatment. Safety evaluations to be performed during the study include success and kinetics of HSC engraftment, incidence of transplant-related mortality post-treatment, overall survival, detection of vector-derived replication-competent lentivirus in any patient and characterization of events of insertional mutagenesis leading to clonal dominance or leukemia.

In December 2017, we presented updated clinical data from our HGB-205 study in patients with SCD or TDT at the 59th Annual Meeting of the American Society of Hematology. All data presented and summarized below are as of the data cut-off date of September 20, 2017:

- All three patients with SCD showed rising HbA^{T87Q} in the first six months following infusion.
 - Patient 1204 was 13 years old at study enrollment. At 30 months post-drug product infusion, this patient had a total hemoglobin level of 12.4 g/dL, of which 6.1 g/dL was HbA^{T87Q} and 52 percent was anti-sickling hemoglobin. HbA^{T87Q} concentration in this patient has remained stable since approximately nine months post-infusion. The patient continues to show marked clinical improvement.
 - Patient 1207 was 16 years old at study enrollment. At 9 months following drug product infusion, this patient had a total hemoglobin of 10.0 g/dL, of which 0.7 g/dL was HbA^{T87Q} and 14 percent was anti-sickling hemoglobin. This patient had a pre-treatment history of frequent episodes of VOs and ACS despite hydroxyurea prior to beginning regular transfusions. Patient 1207 had episodes of ACS and hospitalization at six and eight months post-treatment, and was treated with exchange transfusions.
 - Patient 1208 was 21 years old at study enrollment. At last follow-up (6.0 months), this patient had a total hemoglobin of 10.6 g/dL, of which 2.7 g/dL was HbA^{T87Q} and 46 percent was anti-sickling hemoglobin. This patient had a pre-treatment history of frequent episodes of VOs and ACS prior to beginning regular transfusions, and was still symptomatic while receiving regular transfusions. Following LentiGlobin treatment, Patient 1208 has had no episodes of VOs or ACS (with six months follow-up).
- All four patients with TDT have remained free of chronic transfusions since shortly after receiving LentiGlobin drug product. Patient 1201 (β^0/β^E genotype) has been free of transfusions for 45.2 months with total hemoglobin of 10.1 g/dL at month 42, of which 6.7 g/dL was HbA^{T87Q}. Patient 1202 (β^0/β^E genotype) has been free of transfusions for 40.1 months with total hemoglobin of 12.9 g/dL at month 42, of which 10.1 g/dL was HbA^{T87Q}. Patient 1206 (β^0/β^E genotype) has been free of transfusions for 23.8 months with total hemoglobin of 11.1 g/dL at month 21, of which 8.0 g/dL was HbA^{T87Q}. Subject 1203, who is homozygous for the severe β^+ mutation IVS1-110, has been free of transfusions for 20.9 months with total hemoglobin of 8.7 g/dL at month 24, of which 6.7 g/dL was HbA^{T87Q}. Three of four patients (1201, 1202 and 1206) were able to begin therapeutic phlebotomy. Patient 1202 subsequently discontinued iron chelation and phlebotomy.
- The safety profile of LentiGlobin drug product continues to be consistent with myeloablative conditioning with single-agent busulfan. No drug-product related adverse events have been observed.

The Lenti-D product candidate

Adrenoleukodystrophy

Overview

Adrenoleukodystrophy is a rare X-linked, metabolic disorder caused by mutations in the ABCD1 gene which results in a deficiency in adrenoleukodystrophy protein, or ALDP, and subsequent accumulation of very long-chain fatty acids, or VLCFA. VLCFA accumulation occurs in plasma and all tissue types, but primarily affects the adrenal cortex and white matter of the brain and spinal cord, leading to a range of clinical outcomes. The most severe form of ALD, the inflammatory cerebral phenotype, referred to as CALD, involves a progressive destruction of myelin, the protective sheath of the nerve cells in the brain that are responsible for thinking and muscle control. Symptoms of CALD usually occur in early childhood and progress rapidly if untreated, leading to severe loss of neurological function and eventual death in most patients. We estimate that approximately 35% to 40% of boys with ALD will develop CALD.

Limitations of current treatment options

Currently, the only effective treatment option for CALD is allogeneic HSCT. In this procedure, the patient is treated with HSCs containing a functioning copy of the gene contributed by a donor other than the patient. Allogeneic HSCT is an effective treatment option for patients in the earliest stages of cerebral disease, particularly if done using cells from an unaffected human leukocyte antigen (HLA)-matched sibling donor, which minimizes the risk associated with allogeneic HSCT. However, the majority of allogeneic HSCT procedures for CALD are carried out with non-sibling matched donor cells or partially matched related or unrelated donor cells including umbilical cord blood cells because a matched sibling donor is not available. While safety risks, including transplant-related morbidity and mortality, graft failure, GVHD, and opportunistic infections are of particular concern when transplants are performed in the absence of a matched sibling donor, the potential for life-threatening risks exists even when an HLA-matched sibling donor is available. Donor availability and transplant-related risks limit the broader use of allogeneic HSCT.

As the outcome of HSCT varies with clinical stage of the disease at the time of transplant, early diagnosis of CALD is important. In the United States, newborn screening for ALD was added in February 2016 to the Recommended Universal Screening Panel, a list of disorders that are screened at birth and recommended by the Secretary of the U.S. Department of Health and Human Services for states to screen as part of their state universal newborn screening program. Disorders are chosen based on evidence that supports the potential net benefit of screening, among other factors. An increasing number of states are including ALD testing in their state newborn screening programs.

Development of the Lenti-D product candidate

We are developing our Lenti-D product candidate as an autologous treatment of CALD, with the potential to provide the effectiveness seen with allogeneic HSCT, but without the immunologic risk. Our approach involves the *ex vivo* insertion of a functional copy of the ABCD1 gene via a lentiviral vector into the patient's own HSCs. Following engraftment, we expect the transduced HSCs to differentiate into other cell types, including macrophages and cerebral microglia, which produce functional ALDP. We believe that the functional ALDP can then enable the local degradation of VLCFAs in the brain, which in turn can stabilize the disease by preventing further cerebral inflammation and demyelination that are characteristics of CALD.

We are conducting the Starbeam study (ALD-102), a multi-site, international phase 2/3 study of our Lenti-D product candidate to evaluate its safety and efficacy in the treatment of patients with CALD. In early 2019, we intend to initiate our planned ALD-104 study, multi-site phase 3 study of our Lenti-D product candidate for the treatment of patients with CALD, to enable access following completion of enrollment in the Starbeam study, and to evaluate the suitability of an additional conditioning regimen for use with the Lenti-D product candidate.

Based on our discussions with the FDA and EMA, we believe that we may be able to seek approval for our Lenti-D product candidate for the treatment of patients with CALD on the basis of the clinical data from our ongoing Starbeam study, and the ongoing ALD-103 observational study. For the assessment of efficacy, we expect that the clinical results of the Starbeam study will be compared to a clinically meaningful benchmark based on the medical literature and data collected in ALD-101, a retrospective analysis that assessed the natural history of CALD as well as outcomes of patients with CALD who had received allogeneic HSCT. For the assessment of safety, we expect that the clinical results of the Starbeam study will be compared to data collected from the ALD-103 study, a multinational, multi-site, prospective and retrospective observational study that is running concurrently with the Starbeam study and is designed to evaluate outcomes of allogeneic HSCT in patients with CALD. We anticipate a potential first submission for regulatory approval of our Lenti-D product candidate for the treatment of patients with CALD in 2019. Lenti-D has been granted Orphan Drug status by the FDA and EMA for adrenoleukodystrophy. The FDA has granted Breakthrough Therapy designation and the EMA has granted PRIME eligibility to the Lenti-D product candidate for CALD.

Clinical results of the Lenti-D product candidate

- **Completed non-interventional retrospective study (the ALD-101 Study)**

CALD is a rare disease and as such, data on the natural history of the disease, as well as the efficacy and safety profile of allogeneic HSCT is limited in the scientific literature. In order to further characterize the natural history of CALD, describe outcomes after HSCT, and identify predictors of positive treatment outcomes, we performed a large, multicenter, retrospective chart review and collected data on 72 untreated CALD patients, and 65 CALD patients who received allogeneic HSCT. In the study, we collected survival, functional and neuropsychological assessments and neuroimaging data for both treated and untreated patients, as available; however, given the retrospective nature of the study, we were not able to collect comprehensive data for all patients. Additional analyses were conducted to gain further insight into ongoing risks and determinants of successful outcomes after HSCT, identify appropriate populations for treatment, and define endpoints that could be useful for future clinical studies.

- **Starbeam study (ALD-102) – phase 2/3 study for the treatment of patients with CALD**

Our Starbeam study is a single-dose, open-label, non-randomized, international, multi-site phase 2/3 study to evaluate the safety and efficacy of the Lenti-D drug product in males with CALD ≤ 17 years of age. We treated the first patient in the Starbeam study in the United States in October 2013. We announced that we achieved our enrollment target in September 2018.

In the study, patients must be age seventeen years or younger with a confirmed diagnosis of active CALD, including elevated levels of plasma VLCFA, a Loes score of 0.5 to ≤ 9 , inclusive, evidence of gadolinium enhancement and an NFS ≤ 1 . Patients with a willing, unaffected 10/10 HLA-matched sibling HSCT donor are excluded from the study.

The primary efficacy endpoint of the study is the proportion of patients who are alive and free of major functional disabilities (MFD) at 24 months post-treatment. MFDs, which represent end-stage disease, have been characterized as having the most significant impact on the ability of patients with CALD to function independently, representing unambiguous and profound neurologic degeneration. These MFDs are: loss of communication, no voluntary movement, cortical blindness, tube feeding, wheelchair dependence, and total incontinence. Secondary and exploratory endpoints include the following:

- Changes in neurologic function score (NFS), a 25-point scale used to evaluate the severity of gross neurologic dysfunction by scoring 15 neurological abnormalities across multiple domains.
- Changes in Loes score, a 34-point scale designed to objectively measure the extent of demyelination and atrophy in CALD patients, based on brain magnetic resonance imaging, or MRI, studies. Increasing Loes scores indicate worsening disease.
- Gadolinium enhancement (GdE). CALD can progress rapidly and is associated with severe inflammation and disruption of the blood brain barrier which can be detected by gadolinium enhancement on brain MRI. Evidence of gadolinium enhancement, referred to by clinicians as a gadolinium positive result, is highly predictive of rapid neurologic decline. However, while pre-transplant gadolinium status is clearly correlated with rapid disease progression, the kinetics of gadolinium enhancement after clinically successful HCST are not well understood. GdE was assessed by magnetic resonance imaging (MRI) every six months following transplant up to 24-months, and every 12 months thereafter.

The primary safety endpoint is the proportion of patients who experience either \geq Grade 2 acute GVHD or chronic GVHD by 2 years post-treatment. Additional safety evaluations include the following: success and kinetics of HSC engraftment, incidence of transplant-related mortality; detection of vector-derived replication-competent lentivirus; and characterization and quantification of events related to the location of insertion of the functional gene in target cells. Patients will be followed for 24 months post-treatment under this protocol. In accordance with applicable guidance from the FDA and EMA, we will be monitoring patients in a separate long-term follow up protocol to evaluate safety for up to 15 years, and will also monitor efficacy endpoints to demonstrate a sustained treatment effect.

In September 2018, we presented updated clinical data at the Society for the Study of Inborn Errors of Metabolism (SSIEM). All data presented and summarized below are as of the data cut-off date of April 25, 2018, except as otherwise indicated below:

- 31 patients are enrolled in the study. Of these 31 patients, 29 have been treated with Lenti-D and the median follow-up for all treated patients was 34 months, with a range of 0.4 to 54 months.
- 17 patients have completed 24 months of follow-up (median of 41.4 months, ranging from 13.4 to 54.0 months), of which 15 patients are alive and MFD-free. One patient withdrew from the study and was referred for allogeneic HSCT, and one died following rapid disease progression and development of MFDs beginning early in their participation in the study post-treatment.

- In the 15 patients who completed 24 months of follow-up, 14 were negative for GdE as of their last MRI. Eleven patients in the study had intermittent hazy re-emergence of GdE-positivity at various follow-up assessments, however, post-treatment GdE positivity was markedly reduced in intensity and does not appear to correlate with clinical outcome.
- In the 15 patients who met 24 months of follow up by April 25, 2018; 14 had an NFS score ≤ 1 at their last follow-up visit, and one patient had an increase in NFS from 1 to 2, due to vision impairment and non-febrile seizures.
- An additional 12 patients have received Lenti-D, but have not reached the primary endpoint of 24-month follow-up, there have been no MFDs reported. The median follow-up for this additional cohort of patients is 4.2 months, with a range of 0.4 to 11.7 months. Since SSIEM and as of the Annual Child Neurology Society Meeting in October 2018, one additional patient withdrew from the study at investigator discretion due to neuroimaging changes with no changes in neurological function noted.
- No acute or chronic GVHD has been reported post-Lenti-D treatment. The safety profile of Lenti-D is generally consistent with myeloablative conditioning with busulfan and cyclophosphamide. Three adverse events (AE) have been deemed potentially related to treatment with Lenti-D and include BK-mediated viral cystitis (grade 3), tachycardia (grade 1), and vomiting (grade 1).

- **The ALD-103 study – Observational study**

We are also conducting the ALD-103 study, an observational prospective and retrospective data collection study of 60 patients with CALD ≤ 17 years of age who received allogeneic HSCT. This study is ongoing and designed to collect efficacy and safety outcomes data in patients who have undergone allogeneic HSCT in a period that is contemporaneous with the Starbeam study. We anticipate that our Lenti-D product candidate safety and efficacy will be evaluated by the FDA and EMA in light of the data collected in the Starbeam study in conjunction with our retrospective observational ALD-101 study and our retrospective and prospective observational ALD-103 study.

In September 2018, we presented interim clinical data from the ALD-103 study at SSIEM. All data presented and summarized below are as of the data cut-off date of April 25, 2018:

- 41 pediatric patients were enrolled in the ALD-103 study and had undergone allogeneic HSCT. Thirty-one patients received cells from unrelated donors and 10 received cells from a related donor. The median baseline NFS for the group was 0.0, with a range of 0.0 to 4.0. The median Loes score was 3.0, with a range of 0.0 to 16.0. Twenty-five patients had early cerebral disease, defined as having evidence of cerebral disease established by GdE positivity or Loes score ≥ 0.5 , Loes score ≤ 9.0 , and NFS ≤ 1 .
- Initial results were in line with safety and efficacy outcomes reported in the literature for allogeneic HSCT in patients with CALD. Two-year Kaplan-Meier estimates of MFD-free survival post-allogeneic HSCT, were 78 percent for patients with early disease (n=25) and 71 percent for all patients (n=41).
- Transplant-related mortality was defined as death due to any transplantation-related cause other than disease progression. There were six transplant-related deaths at one year (14.6 percent); 2 among patients with early disease; none of the six patients had a matched sibling donor. Engraftment failure was reported in five patients (12 percent), all with early disease; none of these patients had a matched sibling donor and all received a second transplant.
- Of the 41 patients who received allogeneic HSCT, 34 percent (n=14) experienced either grade ≥ 2 acute GVHD or chronic GVHD. Twenty-five percent of patients who received cells from a matched sibling donor experienced either grade ≥ 2 acute GVHD or chronic GVHD.

Our collaboration with Boston Children’s Hospital in SCD

We are collaborating with investigators at Boston Children’s Hospital, or BCH, to advance a product candidate that utilizes a lentiviral vector delivering a short hairpin RNA, or shRNA, embedded in a microRNA, or miRNA, which is commonly known as a shMIR, to suppress the genetic target BCL11a to upregulate fetal hemoglobin to treat patients with SCD. We have an exclusive license to this program and the related intellectual property from BCH.

In December 2018, BCH presented initial clinical data from the investigator-initiated phase I study at the ASH Annual Meeting. All data presented at the ASH Annual Meeting and summarized here are as of the data cut-off date of July 28, 2018. One patient had received treatment with BCL11a shMIR. In the patient’s immature red blood cells, expression of the BCL11A protein was reduced by approximately 90 percent compared to levels prior to gene therapy. At 76 days following treatment this patient had a sustained total hemoglobin level of >10 g/dL and, compared to what was observed pre-gene therapy, there was a notable absence of irreversibly sickled cells as assessed by peripheral blood smear, a blood test used to identify abnormalities in the number or shape of blood cells. The safety profile of the drug product was consistent with myeloablative conditioning, and there have been no product-related adverse events and no SCD-related complications.

Our preclinical research opportunities in severe genetic diseases

We believe our current gene therapy platform will enable us to develop and test new vectors based on similar viral vector backbones that carry different gene sequences for other severe genetic diseases. In this way, we believe that we can advance products efficiently through preclinical into clinical development. We may consider research and development programs targeting other monogenic, genetic diseases that involve cells derived from HSCs for use in the *ex vivo* setting. These programs may involve severe genetic and rare diseases that could be developed and potentially commercialized on our own.

In addition, we believe our expertise in gene editing and cell transduction also provides an opportunity to develop new products for use in the *in vivo* setting. In this case, homing endonucleases and megaTALs that provide a highly specific and efficient way to modify DNA sequences to edit or insert genetic components would be delivered directly to the disease site (e.g., to the brain, liver or eye) or into the bloodstream of the patient and, *in vivo* deliver the genetic material to or modify those target cells. We believe *in vivo* gene editing opens up additional rare disease and large market indications where this approach is more appropriate for the disease and targeted cells.

Our Programs in CAR and TCR T Cell Technologies

Like our programs for HSCs, our T cell-based immunotherapies use a customized lentiviral vector to alter T cells *ex vivo*, or outside the body, so that the T cells can recognize specific proteins or protein fragments on the surface of cancer cells in order to kill these diseased cells. T cells that have been genetically-engineered to make CAR or TCRs are designed to help a patient's immune system overcome survival mechanisms employed by cancer cells. CAR T cell technology directs T cells to recognize cancer cells based on expression of specific cell surface antigens, whereas TCR T cell technology provides the T cells with a specific T cell receptor that recognizes protein fragments derived from either intracellular or extracellular proteins which are displayed on the tumor cell surface. For both our CAR and TCR T cell technologies, we harvest a patient's white blood cells in a process called leukapheresis, activate certain T cells to grow and then use a lentiviral vector to transfer the gene sequences for the CAR or TCR construct into the T cell DNA. Once returned to the patient, these genetically engineered cells engage the target protein on the cancer cell, triggering a series of signals that result in tumor cell killing, the production of anti-cancer cytokines, and multiple rounds of cell division to greatly expand the number of these anti-cancer T cells in the patient. These engineered T cells have the natural "auto-regulatory" capability of normal T cells and once the tumor cells containing the target antigen are destroyed, the engineered T cells decrease in number, but with the potential to leave a smaller number of memory T cells in the body as a form of immune surveillance against potential tumor regrowth. The genetically-engineered T cells are designed to supplement a patient's immune system and may be further engineered to overcome immune evasion mechanisms employed by cancer cells.

Our CAR and TCR T cell technologies also bring genomic engineering tools to the immunotherapy field. For instance, we are exploring applications of our CAR and TCR T cell technologies in combination with novel proteins based on synthetic biology. These technologies may potentially allow our future T cell-based product candidates to detect the tumor microenvironment or, in the case of future CAR T cell product candidates, to be regulated by small molecules. In addition, using our gene editing technology, we potentially have a number of additional options to manipulate the genome of the cancer patient's T cells to further increase the specificity of the anti-tumor activity and to potentially make these cells even more potent. Specificity and potency are essential to the development of T cell therapies that can effectively treat solid tumor cancers such as breast, lung and colon cancer. Our cancer immunotherapy research group is staffed by scientists drawn from both industry and academic research centers that have pioneered the field of T cell therapy. This team is focused on the next generation of T cell engineering to discover and develop T cell product candidates to treat a variety of hematologic and solid tumor malignancies.

Our collaboration with Celgene focuses on CAR T cell product candidates directed against BCMA, a protein expressed on the surface of multiple myeloma cells, plasma cells and some mature B cells. We are developing, in collaboration with Celgene, our bb2121 and bb21217 product candidates with the goal of filing for regulatory approval in multiple myeloma on a global basis. We also have collaborations in the field of cancer with Regeneron Pharmaceuticals, Inc., or Regeneron, for the discovery, development, and commercialization of novel cell therapies; with Medigene AG, through its subsidiary Medigene Immunotherapies GmbH, to discover TCR product candidates; with Gritstone Oncology, Inc., to validate targets and discover TCR product candidates; and with TC Biopharm Limited, in the research and development of gamma delta CAR T cells.

The anti-BCMA CAR T cell product candidates: bb2121 and bb21217

Overview

In collaboration with Celgene, we are developing the bb2121 and bb21217 product candidates, with the goal of filing for regulatory approval in multiple myeloma on a global basis. bb2121 and bb21217 both bind to BCMA, a cell surface protein expressed on cancer cells. Multiple myeloma is a hematologic malignancy that develops in the bone marrow in which normal antibody-producing plasma cells transform into myeloma. The growth of the cancer cells in the bone marrow blocks production of normal blood cells and antibodies, and also causes lesions that weaken the bone. BCMA is expressed on normal plasma cells, some mature B cells, and on malignant multiple myeloma cells, but is believed to be absent from other normal tissues.

Collaboration with Celgene

The bb2121 and bb21217 product candidates arose from our multi-year collaboration with Celgene. Since our collaboration arrangement with Celgene was announced in March 2013, we have worked collaboratively to discover, develop and commercialize CAR T cell product candidates in oncology. Our collaboration arrangement with Celgene was amended in June 2015 to focus on CAR T cell product candidates targeting BCMA. In March 2018, we entered into an agreement with Celgene to co-develop and co-promote bb2121 in the United States, in which both parties will share equally in costs and profits on terms described more fully below under “Strategic collaborations—Our strategic alliance with Celgene.” In September 2017, Celgene exercised its option to obtain an exclusive worldwide license to develop and commercialize bb21217, and we retain an option to co-develop and co-commercialize this product candidate.

In January 2019, Celgene announced that it has entered into a definitive merger agreement under which Bristol-Myers Squibb Company, or BMS, will acquire Celgene, and that the transaction is expected to be completed in the third quarter of 2019. The acquisition of Celgene by BMS may result in organizational and personnel changes, shifts in business focus or other developments that may have a material adverse effect on our collaboration with Celgene. There is no guarantee that BMS will place the same emphasis on the collaboration or on the development and commercialization of the bb2121 or bb21217 product candidates.

Development of the bb2121 and bb21217 product candidates

In collaboration with Celgene, we are developing the bb2121 and bb21217 product candidates, with the goal for filing for regulatory approval in multiple myeloma on a global basis. The FDA and EMA have granted Orphan Drug status to both bb2121 and bb21217 product candidates for the treatment of patients with relapsed and refractory multiple myeloma. The FDA has granted Breakthrough Therapy designation and the EMA has granted PRIME eligibility to the bb2121 product candidate for relapsed and refractory multiple myeloma. We and Celgene anticipate a potential approval of the bb2121 product candidate for the treatment of relapsed and refractory multiple myeloma in the second half of 2020.

For the development of the bb2121 product candidate, Celgene is conducting, or is planning to conduct, the following clinical studies in multiple myeloma:

- CRB-401, an open label, single-arm, multicenter, phase 1 study of patients with relapsed and refractory multiple myeloma. In February 2016 we announced that the first patient had been treated in this study. The final patient in this study was treated in February 2018.
- KarMMa (MM-001), an open label, single-arm, multicenter, phase 2 study of patients with relapsed and refractory multiple myeloma. In February 2018, Celgene announced that the first patient had been treated in this registration-enabling study, and in November 2018, Celgene announced that enrollment for this study is complete.
- KarMMa-2 (MM-002), the planned multi-cohort, open-label, multicenter phase 2 study of patients with relapsed and refractory multiple myeloma and in high-risk multiple myeloma. Celgene has announced that it expects to initiate this study in 2019.
- KarMMa-3 (MM-003), the planned multicenter, randomized, open-label phase 3 study comparing the efficacy and safety of bb2121 versus standard triplet regimens in patients with relapsed and refractory multiple myeloma. Celgene has announced that it expects to initiate this study in 2019.
- A planned multicenter phase 2 study of patients with newly-diagnosed multiple myeloma. Celgene has announced that it expects to initiate this study in the second half of 2019.

For the development of the bb21217 product candidate, we are conducting the CRB-402 study, an open label, single-arm, multicenter, phase 1 study of patients with relapsed and refractory multiple myeloma. In September 2017, we announced that the first patient had been treated in this study.

Clinical results of bb2121 and bb21217 product candidates

The CRB-401 study – phase 1 study of bb2121 for the treatment of patients with relapsed and refractory multiple myeloma

Our CRB-401 study is a single-dose, open-label, non-randomized, multi-site phase 1 dose escalation/ dose expansion clinical study in the United States to examine the safety and efficacy of our bb2121 product candidate in up to 50 patients with relapsed and refractory multiple myeloma. In order to be eligible for CRB-401, patients must have received three prior regimens, including a proteasome inhibitor (PI; bortezomib or carfilzomib) and an immunomodulatory agent (IMiD; lenalidomide or pomalidomide), or be “double-refractory” to both a proteasome inhibitor and an immunomodulatory agent. In the expansion cohort, patients must have received at least a PI, an IMiD and daratumumab, and be refractory to their last line of therapy. Patients receive one cycle of lymphodepletion with cyclophosphamide and fludarabine prior to infusion of the bb2121 drug product. In September 2017, we announced that the expansion cohort of the study had been initiated with first patient treated, and the final patient enrolled in this study was treated in February 2018.

The primary endpoint of the study is the incidence of adverse events and abnormal laboratory test results, including dose-limiting toxicities. The study also seeks to assess disease-specific response including: complete response (CR), very good partial response (VGPR), and partial response (PR) according to the International Myeloma Working Group Uniform Response Criteria for Multiple Myeloma. The study also seeks to determine the maximally tolerated dose and recommended dose for further clinical trials. Each patient is followed for up to 60 months post-treatment, and then is enrolled in a long-term follow-up protocol that will assess safety and efficacy beyond the 60-month period.

In June 2018, we and Celgene presented updated clinical data from the CRB-401 study at the American Society of Clinical Oncology Annual Meeting, or ASCO. All data presented at ASCO and summarized below are as of the data cut-off date of March 29, 2018:

- o 43 patients had been enrolled and treated in either the dose-escalation cohort of the study, at four dose levels (50 x 10⁶, 150 x 10⁶, 450 x 10⁶ and 800 x 10⁶ CAR T cells), or in the dose expansion cohort in a dose range between 150 and 450 x 10⁶ CAR T cells. Patients in the study were heavily pre-treated, with a median of seven prior myeloma treatment regimens (with a range of 3 to 14) in the dose escalation cohort (n=21), and with a median of eight prior regimens (with a range of 3 to 23) in the dose expansion cohort (n=22). Approximately 90% of the patients had received prior treatment with two IMiD therapies, two proteasome inhibitors, daratumumab and an autologous stem cell transplant.
- o Response outcomes in patients evaluable for efficacy, with at least 2 months of response data or progressive disease/ death within 2 months were as follows:

CAR T cell dose level	50 x 10 ⁶	150 x 10 ⁶	> 150 x 10 ⁶
N	3	14	22
Median follow up (min, max)	84 days (59, 94)	87 days (36, 638)	194 days (46, 556)
Measures:			
Overall response rate (ORR)	33.3%	57.1%	95.5%
Complete response (CR)	0%	42.9%	50%
Very good partial response (VGPR)	0%	7.1%	36.4%
Median duration of response (mDOR)	1.9 months	Not estimable	10.8 months

- o Responses were dose-related and observed for both low and high BCMA expression levels. In patients treated with 450 x 10⁶ CAR T cells whose myeloma cells expressed low levels of BCMA (0 to 50% of cells BCMA positive), 8 of 8 had a response. In those expressing high BCMA (≥50% BCMA positive), 10 of 11 had a response.
- o The median progression-free survival (PFS) estimate for patients in the dose-escalation phase treated at active doses (≥150 x 10⁶ CAR T cells) was 11.8 months (95% CI 8.8, NE), while patients receiving 50 x 10⁶ CAR T cells had a median PFS of 2.7 months (95% CI 1.0, 2.9).
- o In the dose-escalation and expansion phase of the study, all patients who responded and were evaluable for minimal residual disease (MRD as measured by adaptive next-generation sequencing assay) (n=16) were MRD negative at one or more time points. Additionally, two patients who did not have a response and were evaluated for MRD were MRD positive at month one. The median PFS estimate in MRD negative responders (n=16) was 17.7 months (95% CI: 5.8, NE).
- o Among all infused patients (n=43), 63% had cytokine release syndrome (CRS), mostly Grade 1 & 2, with 2 patients experiencing Grade 3 CRS (5%). Nine patients (21%) received tocilizumab, including 4 patients (9%) who also received steroids and the median duration of CRS was 6 days (1, 32). For patients receiving 150 x 10⁶ CAR T cells (n=18), the rate of CRS was 39% with no grade 3 cases. For patients receiving ≥150 x 10⁶ CAR T cells (n=22), the rate of CRS was 82% with 9.1% of patients experiencing grade 3 events. Also among all infused patients, there were 14 patients (33%) who experienced neurotoxicity, with one patient experiencing a grade 3 or higher event. Other frequent Grade 3/4 AEs included cytopenias commonly associated with lymphodepleting chemotherapy such as neutropenia (79%), thrombocytopenia (51%) and anemia (44%), as well as infection (any grade) with a frequency of 61% overall and 23% in the first month. Grade 3 or higher infection occurred with a frequency of 21% overall and 5% in the first month.

- **The CRB-402 study – phase 1 clinical study of bb21217 for the treatment of patients with relapsed and refractory multiple myeloma**

Our CRB-402 study is a single-dose, open-label, non-randomized, multi-site phase 1 dose escalation/ dose expansion clinical study in the United States to examine the safety and efficacy of our bb21217 product candidate in up to 50 patients with relapsed and refractory multiple myeloma. In order to be eligible for CRB-402, patients must have received three prior regimens, including a proteasome inhibitor (PI: bortezomib or carfilzomib) and immunomodulatory agent (IMiD: lenalidomide or pomalidomide), or be “double-refractory” to both a proteasome inhibitor and an immunomodulatory agent. In the expansion cohort, patients must have received at least a PI, and IMiD and daratumumab, and be refractory to their last line of therapy. Patients receive one cycle of lymphodepletion with cyclophosphamide and fludarabine prior to infusion of the bb21217 drug product. In September 2017, we announced the treatment of the first patient with relapsed and refractory multiple myeloma in this study.

The primary endpoint of the study is the incidence of adverse events and abnormal laboratory test results, including dose-limiting toxicities. The study also seeks to assess disease-specific response including: complete response (CR), very good partial response (VGPR), and partial response (PR) according to the International Myeloma Working Group Uniform Response Criteria for Multiple Myeloma. The study also seeks to determine the maximally tolerated dose and recommended dose for further clinical trials. Each patient will be followed for up to 60 months post-treatment, and then will be enrolled in a long-term follow-up protocol that will assess safety and efficacy beyond the 60-month period.

In December 2018, we and Celgene presented clinical data from the CRB-402 study at the ASH Annual Meeting. All data presented at the ASH Annual Meeting and summarized below are as of the data cut-off date of October 18, 2018:

- 12 patients had been enrolled and treated in the dose-escalation cohort of the study, all at the 150×10^6 CAR T cells dose level. Patients had a median age of 63 years (with a range of 44 to 69 years). They had received a median of seven prior lines of therapy (with a range of 4 to 17 lines) and 83 percent of patients received a prior autologous stem cell transplant. Fifty-eight percent (n=7) of patients had high-risk cytogenetics.
- The median follow-up after treatment was 26 weeks (with a range of 4 to 51 weeks). The primary endpoint is safety measured by frequency of adverse events (AEs), dose limiting toxicity (DLT) and changes in laboratory results. Secondary endpoints include disease specific response criteria based on the International Myeloma Working Group (IMWG) Uniform Response Criteria for Multiple Myeloma.
- Of the 12 patients who received treatment with bb21217, 83 percent (n=10) achieved an objective clinical response by IMWG criteria. As of the data extract, responses are ongoing in nine of 10 patients, including three with a complete response (CR) or stringent complete response (sCR), two with a very good partial response (VGPR) and four with a partial response (PR).
- Evidence of myeloma in the bone marrow, known as minimal residual disease (MRD), was undetectable at a minimum of two time points, by next-generation sequencing at a sensitivity level of 10^{-5} or better in all responders who had evaluable bone marrow samples (n=4) with some as early as day 15.
- CAR T cell expansion was observed during the first 30 days following treatment in all evaluable patients (n=11) with anti-BCMA CAR T cells showing sustained persistence in all patients (3/3) with six or more months of follow-up.
- The safety results were manageable and consistent with known toxicities of CAR T therapies. Eight of the 12 patients (67 percent) treated with bb21217 developed cytokine release syndrome (CRS); four Grade 1, three Grade 2, one Grade 3 case and no Grade 4 cases. Additionally, three of the 12 patients (25 percent) experienced neurotoxicity, including one Grade 1, one Grade 2 and one Grade 4 case. All CRS and neurotoxicity events resolved and no deaths occurred on study. Following the Grade 4 neurotoxicity event, patients were divided into two groups based on tumor burden and dosing continued at 150×10^6 CAR T cells for a total of 12 patients treated at this dose level.

Our other preclinical research opportunities in cancer

We are pursuing multiple programs that leverage the unique properties of lentiviral vectors to target T cells as a therapy for various cancers. This represents a direct application of our expertise in gene therapy and our capabilities, know-how and patents associated with lentiviral gene therapy and gene editing for *ex vivo* applications. We have programs at various stages of research and preclinical development through our collaborations with Regeneron, Medigene AG, Gritstone Oncology, Inc., and TC Biopharm Limited against a variety of targets relevant to both hematologic and solid tumors. We also have academic collaborations at various stages of research and preclinical development at the University of North Carolina and the Fred Hutchinson Cancer Research Center. We are also independently researching and developing other CAR T cell product candidates against a variety of cancer targets.

Our Gene Editing Capabilities

In June 2014, we acquired Pregenen, a privately-held biotechnology company headquartered in Seattle, Washington. Through the acquisition, we obtained rights to Pregenen's gene editing technology platform and cell signaling technology. Since the acquisition, we have integrated these technologies and research team and we have expanded the scope of our research efforts in this area. We are focused on utilizing homing endonuclease and megaTAL gene editing technologies in a variety of potential applications and disease areas, including for oncology and hematology. Homing endonucleases and megaTALs are novel enzymes that provide a highly specific and efficient way to modify the genome of a target cell to potentially treat a variety of diseases.

All of the gene-editing technologies currently being explored by the pharmaceutical industry, including zinc finger nucleases, CRISPR/Cas9, and TALENs, share common features of a DNA binding domain and a DNA cleavage domain. They all differ in specificity, size, ease of delivery and as naturally occurring versus engineered nucleases. Homing endonucleases and megaTALs are based on a naturally-occurring class of DNA cleaving enzymes that function as monomeric proteins able to bind DNA in a sequence-specific manner and cleave their target site. We believe there are multiple advantages of homing endonucleases and megaTALs compared to other gene editing technologies, most notably: they are highly specific and efficient in cutting DNA and their compact size simplifies delivery to therapeutically relevant cell types. We are using our gene editing platform, along with collaborations with multiple academic institutions, to potentially discover and develop next generation versions of our current *ex vivo* gene therapy product candidates, and to potentially expand into new disease indications.

Manufacturing

Our gene therapy platform has two main components: lentiviral vector production and the target cell transduction process, which results in drug product.

Our lentiviral manufacturing process

Our lentiviral vectors are assembled using a human cell line called HEK293T. The HEK293T cells are maintained in disposable flasks until sufficient cell mass has been generated to fill approximately 40 ten tray cell factories, or TTCFs, then transferred and allowed to adhere to the bottom of the trays. Adherent cells are transfected with multiple plasmids encoding all the genetic material required to assemble the lentiviral vector carrying the functional gene of interest. The transfected HEK293T cells then assemble our lentiviral vectors packaged with the functional gene of interest, which bud off into the cell culture media. The media containing the assembled vectors is harvested, purified, concentrated and formulated prior to freezing for storage. These finished lentiviral vectors are what is ultimately used to transduce the targeted cells isolated from the patient.

We believe that our lentiviral vectors have broad applicability, since the majority of the viral production system can remain the same, while we change only the therapeutic gene "cassette" depending on the disease. In other words, the vector "backbone" stays the same, while only the therapeutic gene and related sequences are changed. If we were to undertake drug development in an additional indication, we believe we could rapidly move forward using this lentiviral vector backbone and associated assays, simply by switching the therapeutic gene insert and associated control elements.

Although we intend to continue manufacturing our Lenti-D vectors in TTCFs, we are adapting our LentiGlobin, bb2121 and bb21217 vector production technology to scalable production systems with the potential to satisfy an increased number of patients per manufacturing cycle, and we have demonstrated successful production of our LentiGlobin, bb2121 and bb21217 vectors at the scale we believe will support potential commercial demand. We intend to use a mix of internal and third-party manufacturing capabilities to accommodate future demand for our drug candidates, if approved, in their current indications as well as those beyond our initial focus.

Our HSC transduction process in severe genetic disease

In severe genetic disease, the ultimate product of our manufacturing processes is the patient's own gene-modified HSC cells, which we refer to as our drug product. The process for producing drug product for our HSC-based product candidates is as follows:

1. **Selection:** We extract HSCs from peripheral blood mononuclear cells obtained from the patient's blood by apheresis following mobilization via a colony stimulating factor (or previously in SCD, by bone marrow harvest). The process is carried out using existing hospital infrastructure and standard protocols currently in place for stem cell transplant procedures, with enhanced controls for extracting the cells to be used for making our drug product.
2. **Pre-stimulation:** The isolated HSCs are treated with a mixture of growth factors that help enable an efficient transduction process.

3. **Transduction:** The isolated, purified and pre-treated HSCs are exposed to our lentiviral vectors containing the appropriate functional gene and additional proprietary elements for a period of time to facilitate transduction and insertion of the therapeutic DNA into the genome of the target cells.
4. **Final harvest:** Once transduction is complete, the gene-modified HSCs are washed and re-suspended into cell culture media to remove any residual impurities. A portion of the harvested cells is removed for quality control release testing, which includes ensuring that transduction was successful and the functional gene delivered by the vector is adequately expressed by the target cells.
5. **Formulation and freeze:** The remaining cells are appropriately formulated and cryopreserved.

The final step is to return the gene-modified HSCs to the patient.

Our T cell transduction process in cancer

In cancer, the ultimate product of our manufacturing processes is the patient's own gene-modified T cells, which we refer to as our drug product. The process for producing drug product for our T cell-based product candidates is as follows:

1. **Leukapheresis:** We collect white blood cells from the patient's blood through a process called leukapheresis. The process is carried out using existing hospital infrastructure and standard protocols currently in place for blood donation procedures, with enhanced controls for extracting the cells to be used for making our drug product.
2. **Activation:** The white blood cell mixture, which includes T cells, is treated with proprietary processes to enable an efficient transduction process.
3. **Transduction:** The isolated, purified and pre-treated T cells are exposed to our lentiviral vectors containing the appropriate functional gene for a period of time to facilitate transduction and insertion of the therapeutic DNA into the genome of the target cells.
4. **Expansion:** The transduced T cells are then expanded for a period of approximately one week to increase the number of gene-modified T cells.
5. **Final harvest:** The gene-modified T cells are washed and re-suspended into cell culture media to remove any residual impurities. A portion of the harvested cells is removed for quality control release testing, which includes ensuring that transduction was successful and the functional gene delivered by the vector is adequately expressed by the target cells.
6. **Formulation and freeze:** The remaining cells are appropriately formulated and cryopreserved.

The final step is to return the gene-modified T cells to the patient.

Manufacturing Arrangements

In November 2017, we purchased a partially completed manufacturing facility located in Durham, North Carolina for \$11.5 million. We acquired this 125,000 square foot facility to provide manufacturing capacity for our lentiviral vectors in support of our current and planned gene and cell therapy product candidates. We currently expect that our facility will begin to produce lentiviral vector in 2021. We have also entered into multi-year agreements with external manufacturing partners in the United States and Europe (Brammer Bio, Novasep and SAFC Carlsbad, Inc., or SAFC, a subsidiary of MilliporeSigma), which are partnering with us on production of lentiviral vector across all of our programs. In addition, we have entered into multi-year agreements with Lonza Houston, Inc. and apceth Biopharma, or apceth, to produce drug product for Lenti-D, LentiGlobin and bb21217. Currently, SAFC is the sole manufacturer of the lentiviral vector and apceth is the sole manufacturer of the drug product to support our potential commercial launch of LentiGlobin in Europe for the treatment of TDT. In our manufacturing agreement with SAFC, we are required to provide rolling forecasts for products on a quarterly basis, a portion of which will be considered a binding, firm order, subject to a purchase commitment. In our manufacturing agreement with apceth, we reserve production capacity for the manufacture of our drug product. In January 2019, apceth announced that it has entered into an agreement to be acquired by Hitachi Chemical Co. Ltd., in a transaction expected to close in April 2019. Celgene manufactures drug product for bb2121. We believe our team of technical personnel has extensive manufacturing, analytical and quality experience as well as strong project management discipline to effectively oversee these contract manufacturing and testing activities, and to compile manufacturing and quality information for our regulatory submissions and potential commercial launch. We are engaging in negotiations with apheresis centers that will be the centers for collection of HSCs from the patient and for infusion of drug product to the patient. For the treatment of patients with our drug product in the commercial setting, we intend to partner with participating apheresis centers, which we refer to as qualified treatment centers. In anticipation of the potential regulatory approval of LentiGlobin in Europe, we expect to first engage qualified treatment centers in Germany, Italy, and the United Kingdom in 2019.

Commercial Operations

Subject to approval from the EMA of our LentiGlobin product candidate for the treatment of adult and adolescent patients with TDT and non- β^0/β^0 genotypes, we expect to launch LentiGlobin in various jurisdictions in Europe in 2019. As we plan our potential transition into a commercial-stage company, we have started to build commercial operations in the United States and Europe with a goal of delivering LentiGlobin to patients through qualified treatment centers. In the course of preparing for a potential commercial launch in 2019, we have begun a staged build of commercial capabilities by adding employees with broad experience in quality assurance and compliance, medical education, marketing, supply chain, sales, public policy, patient services, market access and product reimbursement. We expect to continue expansion of these capabilities throughout 2019 and beyond as we continue to implement appropriate quality systems, compliance policies, systems and procedures, as well as internal systems and infrastructure in order to support our complex supply chain, qualify and train treatment centers, establish patient-focused programs, educate healthcare professionals, and secure reimbursement. The timing and conduct of these commercial activities will be dependent upon regulatory approvals and on agreements we have made or may make in the future with strategic collaborators. As part of the commercialization process, we are engaged in discussions with stakeholders across the healthcare system, including public and private payors, patient advocates and organizations, professional societies, and healthcare providers, to explore new payment models that we hope will enable access to more patients. Ultimately, we intend to utilize the commercial infrastructure that we build to support the potential for multiple product launches sequentially across multiple geographies. For many territories and countries, we may also elect to utilize strategic partners, distributors, or contract field-based teams to assist in the commercialization of our products.

Strategic Collaborations

Our objective is to develop and commercialize products based on the transformative potential of gene therapy to treat patients with severe genetic diseases and cancer. To access the substantial funding and other resources required to develop and commercialize gene therapy products in these diseases, we have formed, and intend to seek other opportunities to form, strategic collaborations with third parties who can augment our industry leading gene therapy, T cell immunotherapy, lentiviral vector and gene-editing expertise. To date, we have focused on forging a limited number of significant strategic collaborations with leading pharmaceutical companies and academic research centers where both parties contribute expertise to enable the discovery and development of potential product candidates.

Our strategic collaborations include relationships with:

- Celgene, in the development of the bb2121 and bb21217 product candidates in multiple myeloma;
- Regeneron, in the discovery, development, and commercialization of novel cell therapies for cancer;
- Medigene AG, to discover TCR product candidates in the field of cancer;
- Gritstone Oncology, Inc., to validate targets and discover TCR product candidates in the field of cancer; and
- TC BioPharm Limited, in the research and development of gamma delta CAR T cells directed at hematologic and solid tumor targets.

Our collaboration with Celgene

In March 2013, we announced a strategic collaboration with Celgene to discover, develop and commercialize chimeric antigen receptor-modified T cells, or CAR T cells, as potentially disease-altering gene therapies in oncology, which was amended and restated in June 2015, and amended again in February 2016 and in September 2017. The multi-year research and development collaboration focused on applying our expertise in gene therapy technology to CAR T cell-based therapies, to target and destroy cancer cells. The research collaboration term ended in June 2018, with the bb2121 and bb21217 product candidates arising from the collaboration.

In February 2016, Celgene exercised its option with respect to the bb2121 product candidate, and we exclusively licensed to Celgene the worldwide rights to develop and commercialize the bb2121 product candidate, while retaining an option to co-develop and co-promote the bb2121 product candidate in the United States. In connection with its exercise of its option to obtain an exclusive license, Celgene paid to us an option fee in the amount of \$10.0 million. In March 2018, we exercised our option to co-develop and co-promote the bb2121 product candidate in the United States. Under the terms of the co-development and co-promotion agreement that we have with Celgene for the development and commercialization of bb2121, we share equally in all costs relating to developing, commercializing and manufacturing the product candidate within the United States and we would share equally in the United States profits. We are also entitled to receive up to \$10.0 million in clinical milestone payments and outside of the United States, up to \$54.0 million in regulatory milestone payments and up to \$36.0 million in commercial milestone payments. In addition, to the extent that bb2121 is commercialized, we are entitled to receive tiered royalty payments ranging from the mid-single digits to low-teens based on a percentage of net sales generated outside of the United States. The royalties payable to us are subject to certain reductions, including any royalty payments required to be made by Celgene to acquire patent rights, with an aggregate minimum floor.

Effective as of September 2017, Celgene has exercised its option with respect to the bb21217 product candidate, and we have exclusively licensed to Celgene the worldwide rights to develop and commercialize the bb21217 product candidate, while retaining an option to co-develop and co-promote the bb21217 product candidate in the United States on terms substantially similar to the co-development and co-promotion arrangement for the bb2121 product candidate. In connection with its exercise of its option to obtain an exclusive license, Celgene paid to us an option fee in the amount of \$15.0 million. Under the terms of the license agreement with Celgene for the exclusive rights to the development and commercialization of bb21217, we are and will be responsible for conducting and funding all research and development activities performed up through completion of the CRB-402 study. Celgene has agreed to reimburse us a specified amount per patient in the event we and Celgene mutually agree to expand the trial beyond a specified number of patients per clinical trial. In addition, if we do not exercise our option to co-develop and co-promote the bb21217 product candidate in the United States, we will also be eligible to receive up to \$10.0 million in clinical milestone payments, up to \$117.0 million in regulatory milestone payments and up to \$78.0 million in commercial milestone payments, as well as a percentage of net sales as a royalty in a range from the mid-single digits to low-teens. The royalties payable to us are subject to certain reductions, including for any royalty payments required to be made by Celgene to acquire patent rights, with an aggregate minimum floor. Celgene will assume certain development obligations and must report on their progress in achieving these milestones on a quarterly basis.

Our collaboration with Celgene is governed by a joint governance committee, or JGC, formed by representatives from us and Celgene. The JGC, among other activities, reviews and approves development and commercialization plans and budgets for activities in the United States. The parties share responsibility for the manufacture and supply of the bb2121 product candidate and, if we exercise our option to co-develop and co-promote, of the bb21217 product candidate. Prior to the exercise of our option to co-develop and co-promote the bb21217 product candidate, Celgene is solely responsible for all costs and expenses of manufacturing and supplying the bb21217 product candidate beyond the requirements for conducting the CRB-402 study. Subject to customary “back-up” supply rights granted to Celgene, we have the sole right to manufacture or have manufactured supplies of vectors and associated payloads manufactured for incorporation into the optioned product candidates. Celgene will reimburse us for our costs to manufacture and supply such vectors and associated payloads, plus a mark-up.

We received an initial up-front payment of \$75.0 million from Celgene in connection with the collaboration, plus an additional \$25.0 million in connection with the amendment in June 2015. Either party may terminate the agreements upon written notice to the other party in the event of the other party’s uncured material breach. Celgene may terminate the agreement for any reason upon prior written notice to us. If the agreements are terminated, rights to product candidates in development at the time of such termination will be allocated to the parties through a mechanism included in the agreements. In addition, if Celgene has the right to terminate any co-development and co-promotion agreement or license agreement for our breach, Celgene may elect to continue such agreement however, any amounts payable by Celgene to us under such agreement will be reduced.

In January 2019, Celgene announced that it has entered into a definitive merger agreement under which BMS will acquire Celgene, and that the transaction is expected to be completed in the third quarter of 2019. The acquisition of Celgene by BMS may result in organizational and personnel changes, shifts in business focus or other developments that may have a material adverse effect on our collaboration with Celgene. There is no guarantee that BMS will place the same emphasis on the collaboration or on the development and commercialization of the bb2121 or bb21217 product candidates.

Intellectual property

We strive to protect and enhance the proprietary technology, inventions, and improvements that are commercially important to the development of our business, including seeking, maintaining, and defending patent rights, whether developed internally or licensed from third parties. We also rely on trade secrets relating to our proprietary technology platform and on know-how, continuing technological innovation and in-licensing opportunities to develop, strengthen and maintain our proprietary position in the field of gene therapy that may be important for the development of our business. We additionally rely on regulatory protection afforded through orphan drug designations, data exclusivity, market exclusivity, and patent term extensions where available.

Our commercial success may depend in part on our ability to obtain and maintain patent and other proprietary protection for commercially important technology, inventions and know-how related to our business; defend and enforce our patents; preserve the confidentiality of our trade secrets; and operate without infringing the valid enforceable patents and proprietary rights of third parties. Our ability to stop third parties from making, using, selling, offering to sell or importing our products may depend on the extent to which we have rights under valid and enforceable patents or trade secrets that cover these activities. With respect to both licensed and company-owned intellectual property, we cannot be sure that patents will be granted with respect to any of our pending patent applications or with respect to any patent applications filed by us in the future, nor can we be sure that any of our existing patents or any patents that may be granted to us in the future will be commercially useful in protecting our commercial products and methods of manufacturing the same.

We have developed or in-licensed numerous patents and patent applications and possess substantial know-how and trade secrets relating to the development and commercialization of gene therapy products. Our proprietary intellectual property, including patent and non-patent intellectual property, is generally directed to, for example, certain genes, transgenes, methods of transferring genetic material into cells, genetically modified cells, processes to manufacture our lentivirus-based product candidates and other proprietary technologies and processes related to our lead product development candidates. As of January 31, 2019, our patent portfolio includes the following:

- approximately 235 patents or patent applications that we own or have exclusively in-licensed from third parties related to lentiviral vectors and vector systems;
- approximately 34 patents or patent applications that we have non-exclusively in-licensed from third parties related to lentiviral vectors and vector systems;
- approximately 53 patents or patent applications that we own or have exclusively in-licensed from third parties, including eight that are co-owned with MIT, related to vector manufacturing or production;
- approximately 104 patents or patent applications that we own or have exclusively or co-exclusively in-licensed from third parties related to therapeutic cellular product candidates;
- approximately 324 patents or patent applications that we own or have exclusively in-licensed or optioned from third parties related to oncology product candidates, including CAR T cell vector systems and manufacturing, T cell manufacturing, and therapeutic T cells;
- approximately 142 patents or patent applications that we own or have exclusively or co-exclusively in-licensed from third parties related to gene editing compositions and methods; and
- approximately 44 patent applications that we have non-exclusively in-licensed from third parties related to gene editing compositions and methods.

Our objective is to continue to expand our portfolio of patents and patent applications in order to protect our gene therapy product candidates manufacturing processes. Examples of the products and technology areas covered by our intellectual property portfolio are described below. See also “—License agreements.” From time to time, we also evaluate opportunities to sublicense our portfolio of patents and patent applications that we own or exclusively license, and we may enter into such licenses from time to time.

β-thalassemia/SCD

The β-thalassemia/SCD program includes the following patent portfolios described below.

- **Pasteur Institute.** The Pasteur patent portfolio contains patent applications directed to FLAP/cPPT elements and lentiviral vectors utilized to produce our LentiGlobin product candidate for β-thalassemia and SCD. As of January 31, 2019, we had an exclusive license to ten issued U.S. patents and one pending U.S. patent application. Corresponding foreign patents include issued patents in Australia, Canada, China, Europe, Hong Kong, Israel, and Japan. We expect the issued composition of matter patents to expire from 2019-2023 in the United States, and from 2019-2020 in the rest of the world (excluding possible patent term extensions). Further, we expect composition of matter patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2019-2020 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio other than composition of matter patents, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2019-2020 (worldwide, excluding possible patent term extensions).
- **RDF.** The in-licensed patent portfolio from Research Development Foundation, or RDF, in part, contains patents and patent applications directed to aspects of our lentiviral vectors utilized to produce our LentiGlobin product candidate for β-thalassemia and SCD. As of January 31, 2019, we had an exclusive license (from RDF) to eight issued U.S. patents related to our lentiviral vector platform. Corresponding foreign patents and patent applications related to our lentiviral vector platform include pending applications or issued patents in Canada, Europe, and Israel. We expect the issued composition of matter patents to expire from 2021-2027 (excluding possible patent term extensions). Further, we expect composition of matter patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2021-2022 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio other than composition of matter patents, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2021-2022 (worldwide, excluding possible patent term extensions).

- **MIT/bluebird bio.** This co-owned patent portfolio contains patents and patent applications directed to certain specific compositions of matter for lentiviral β -globin expression vectors. As of January 31, 2019, we co-owned three issued U.S. patents and one pending U.S. patent application, as well as corresponding foreign patents issued in Europe and Hong Kong. We expect the issued composition of matter patents to expire in 2023 (excluding possible patent term extensions). Further, we expect composition of matter patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2023 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2023 (worldwide, excluding possible patent term extensions). We note that we have an exclusive license to MIT's interest in this co-owned intellectual property.
- **Children's Medical Center Corporation (CMCC)/bluebird bio.** This co-owned patent portfolio contains patent applications directed to certain specific compositions of matter for treating β -thalassemia/SCD. As of January 31, 2019, we co-owned one pending PCT application. We expect any composition of matter or methods patents, if issued from a corresponding nonprovisional application or national stage application, or corresponding foreign applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2038 (worldwide, excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2038 (worldwide, excluding possible patent term extensions). We note that we have an option to exclusively license CMCC's interest in this co-owned intellectual property.

Our β -thalassemia/SCD research program also includes the additional patent portfolio described below.

- **β -thalassemia/SCD Product Candidate Licenses.** We have in-licensed patents and patent applications that are directed to certain specific compositions of matter and methods for treating β -thalassemia/SCD. As of January 31, 2019, we had an exclusive license to two pending U.S. patent applications and 24 pending corresponding foreign applications. We expect any composition of matter or method patents, if issued from the pending patent applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2035 (worldwide, excluding possible patent term extensions). We expect any other patents in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire from 2035 (worldwide, excluding possible patent term extensions). In addition, as of January 31, 2019, we had a non-exclusive license to three issued U.S. patents, one pending U.S. patent application, and ten pending corresponding foreign patent applications and 19 issued foreign patents. We expect the issued composition of matter and method patents to expire in 2029 in the United States and in the rest of the world (excluding possible patent term extensions). We expect any composition of matter or method patents, if issued from the pending patent applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2029 (worldwide, excluding possible patent term extensions). We expect any other patents in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire from 2029 (worldwide, excluding possible patent term extensions).

Cerebral Adrenoleukodystrophy (CALD)

The CALD program includes the following patent portfolios described below.

- **Pasteur Institute.** The in-licensed Pasteur patent portfolio contains the patents and patent applications described above directed towards aspects of our lentiviral vectors utilized to produce our Lenti-D product candidate for CALD.
- **RDF.** The in-licensed RDF patent portfolio contains the patents and patent applications described above directed towards aspects of our lentiviral vectors utilized to produce our Lenti-D product candidate for CALD.
- **bluebird bio.** The bluebird bio patent portfolio contains patent applications directed to compositions of matter for CALD gene therapy vectors and compositions and methods of using the vectors and compositions in cell-based gene therapy of adrenoleukodystrophy or adrenomyeloneuropathy. As of January 31, 2019, we owned three U.S. patents and five pending corresponding foreign applications and 26 issued foreign patents. We expect the issued composition of matter patents for CALD gene therapy vectors to expire in 2032 (excluding possible patent term extensions). Further, we expect composition of matter or method patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2032 (worldwide, excluding possible patent term extensions). We expect any other patents in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2032 (worldwide, excluding possible patent term extensions).

Multiple Myeloma

The multiple myeloma program includes the following patent portfolios described below.

- **Pasteur Institute.** The in-licensed Pasteur patent portfolio contains patents and patent applications described above that are directed towards aspects of our lentiviral vectors utilized to produce our bb2121 product candidate for multiple myeloma.
- **RDF.** The in-licensed RDF patent portfolio contains the patents and patent applications described above directed towards aspects of our lentiviral vectors utilized to produce our bb2121 product candidate for multiple myeloma. In addition, the RDF portfolio contains additional patent applications directed to aspects of our oncology program. As of January 31, 2019, we had an exclusive license (from RDF) to four issued patents and two pending U.S. patent applications related to our oncology platform. We expect the issued patent to expire in 2021-2022 (excluding possible patent term extensions). Further, we expect composition of matter or methods patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2021-2022 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2021-2022 (worldwide, excluding possible patent term extensions).
- **Biogen.** The in-licensed patent portfolio from Biogen Inc., formerly Biogen Idec MA Inc. and referred to herein as Biogen, contains patents and patent applications directed towards aspects of T cell-based products that target BCMA. As of January 31, 2019, we had a co-exclusive license to nine issued U.S. patents and two pending U.S. patent applications and five pending corresponding foreign applications and 113 issued corresponding foreign patents related to bb2121. We expect the issued patents to expire from 2020-2032 (excluding possible patent term extensions). Further, we expect composition of matter or methods patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire from 2020-2032 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2020-2032 (worldwide, excluding possible patent term extensions).
- **NIH.** The in-licensed patent portfolio from NIH contains patent applications directed towards aspects of T cell-based products that target BCMA. As of January 31, 2019, we had an exclusive license to one issued U.S. Patent, one pending U.S. patent application and 19 corresponding foreign patent applications and six issued corresponding foreign patents related to bb2121. We expect the issued composition of matter patents to expire in 2033-2034 (excluding possible patent term extensions). We expect any other composition of matter and methods patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2033 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2033 (worldwide, excluding possible patent term extensions).
- **bluebird bio.** The bluebird bio patent portfolio contains patent applications directed to certain specific compositions of matter for generating CAR T cells. As of January 31, 2019, we owned six pending U.S. patent applications, 96 corresponding foreign patent applications, 3 foreign patents and one pending PCT application. We expect the issued composition of matter and methods patents to expire in 2035 (excluding possible patent term extensions). We expect any composition of matter or methods patents, if issued from a corresponding nonprovisional application or national stage application, or corresponding foreign applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire from 2035-2038 (worldwide, excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire from 2035-2038 (worldwide, excluding possible patent term extensions).

Lentiviral platform (e.g., vectors, manufacturing, and cell therapy products)

The lentiviral platform, which is potentially applicable to the β -thalassemia, SCD, CALD, oncology and other potential programs, includes the following patent portfolios described below.

- **Pasteur Institute.** The Pasteur patent portfolio contains the patents and patent applications described above.
- **RDF.** The in-licensed RDF patent portfolio contains the patents and patent applications described above.
- **SIRION.** The in-licensed patent portfolio from SIRION Biotech GmbH, or SIRION, contains patents directed to methods of manufacturing *ex vivo* gene therapy products with a lentiviral vector. As of January 31, 2019, we had an exclusive license to one issued U.S. Patent, one pending U.S. patent application and two corresponding foreign patent applications and one issued corresponding foreign patent. We expect the issued method patents to expire in 2033 (excluding possible patent term extensions). We expect any other composition of matter and methods patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2033 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2033 (worldwide, excluding possible patent term extensions).

- **bluebird bio.** Another component of the bluebird bio patent portfolio includes the vector manufacturing platform and is potentially applicable to the CALD, β -thalassemia, SCD, oncology, and other programs. This portion of the portfolio contains patents and patent applications directed to improved methods for transfection and transduction of therapeutic cells. As of January 31, 2019, we owned one issued U.S. patent, three pending U.S. patent applications and 44 corresponding foreign patent applications and 21 issued corresponding foreign patents. We expect the issued method patents to expire in 2032 (excluding possible patent term extensions). We expect composition of matter and method patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire from 2032-2037 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2032-2037 (worldwide, excluding possible patent term extensions).

Oncology platform (e.g., vectors, manufacturing, and T cell-based products)

Our T cell-based oncology platform and oncology research program, which is applicable to our multiple myeloma program and other potential programs in cancer, includes the following patent portfolios described below.

- **Pasteur Institute.** The Pasteur patent portfolio contains the patents and patent applications described above.
- **RDF.** The in-licensed RDF patent portfolio described above contains patents and patent applications that are also applicable to our oncology platform. In addition, the RDF portfolio contains additional patent applications directed to aspects of our oncology program. As of January 31, 2019, we had an exclusive license (from RDF) to four issued patents and two pending U.S. patent applications related to our oncology platform. We expect the issued patents to expire in 2021-2022 (excluding possible patent term extensions). Further, we expect composition of matter or methods patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2021-2022 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2021-2022 (worldwide, excluding possible patent term extensions).
- **bluebird bio.** One aspect of the bluebird bio patent portfolio contains patent applications directed to certain specific compositions of matter for generating CAR T cells directed against various cancers and improved CAR T cell compositions. As of January 31, 2019, we owned one issued U.S. patent, five pending U.S. patent applications and 29 corresponding foreign patent applications; six families of pending U.S. provisional applications; and four pending PCT applications. We expect the issued composition of matter patent to expire in 2034 (excluding possible patent term extensions). We expect any composition of matter or methods patents, if issued from a corresponding nonprovisional application or national stage application, or corresponding foreign applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2033-2037 (worldwide, excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire from 2033-2037 (worldwide, excluding possible patent term extensions).
- **T Cell Manufacturing Methods License.** We have in-licensed patents and patent applications that are directed to certain specific methods for generating CAR T cells. As of January 31, 2019, we had a nonexclusive license to two issued U.S. patents, one pending U.S. patent application, and 30 corresponding issued foreign patents. We expect the issued method patents to expire in 2026 (excluding possible patent term extensions). Further, we expect methods patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2026 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire from 2026 (worldwide, excluding possible patent term extensions).
- **T Cell Immunotherapy Product Candidate Licenses.** We have in-licensed patents and patent applications that are directed to certain specific compositions of matter for generating CAR T cells directed against various cancers and related methods of treatment. As of January 31, 2019, we have an exclusive license to one issued U.S. patent and ten corresponding foreign patents and co-own a pending US application and seven corresponding foreign patent applications to a particular target antigen. We expect the issued composition of matter patent to expire in 2025 (excluding possible patent term extensions). We expect any composition of matter or methods patents, if issued from a corresponding nonprovisional application or foreign applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2036 (worldwide, excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire from 2036 (worldwide, excluding possible patent term extensions). In addition, as of January 31, 2019, we have an exclusive license to three issued U.S. patents, three corresponding foreign patents, and one corresponding foreign patent application to another particular target antigen. We expect the issued method of use patents to expire in 2029 (excluding possible patent term extensions). We expect any composition of matter or methods patents, if issued from a corresponding nonprovisional application or corresponding foreign applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire from 2029 (worldwide, excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire from 2029 (worldwide, excluding possible patent term extensions).

Gene editing platform (e.g., homing endonucleases, chimeric endonucleases, megaTALs, genetically modified cells)

The gene editing platform includes the following patent portfolios described below.

- **Pasteur Institute.** The Pasteur patent portfolio described above may contain patents and patent applications that are potentially applicable to our gene editing platform.
- **RDF.** The in-licensed RDF patent portfolio described above may contain patents and patent applications that are potentially applicable to our gene editing platform.
- **Gene Editing License.** We in-licensed patent portfolios that contain patents and patent applications directed to aspects of our gene editing platform to produce genome modifying enzymes and genetically modified cells that are potentially applicable to our β -thalassemia, SCD, oncology and other programs. As of January 31, 2019, we had an exclusive/co-exclusive license to six issued U.S. patents and one pending U.S. patent application and 29 corresponding foreign patents and six corresponding patent applications related to our gene editing platform. We expect the issued composition of matter patents to expire in 2030 (excluding possible patent term extensions). Further, we expect composition of matter or methods patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2030 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2030 (worldwide, excluding possible patent term extensions). In addition, as of January 31, 2019, we had an exclusive license to two issued U.S. patents and six corresponding foreign patents related to our gene editing platform. We expect the issued composition of matter patent to expire in 2031 in the United States (excluding possible patent term extensions) and in 2027 in the rest of the world. Further, we expect composition of matter and methods patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2027 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2027 (worldwide, excluding possible patent term extensions).
- **Academic Gene Editing Licenses.** We in-licensed patent portfolios from multiple academic medical centers, each portfolio containing patents and patent applications directed to aspects of our gene editing platform to produce genome modifying enzymes and genetically modified cells that are potentially applicable to our β -thalassemia, SCD, oncology and other programs. As of January 31, 2019, we had an exclusive license to one issued U.S. patent and eight pending U.S. patent applications and five corresponding foreign patents and three corresponding patent applications related to our gene editing platform. We expect the issued patent to expire in 2032 (excluding possible patent term extensions) in the U.S. and 2027-2032 in the rest of the world. We expect composition of matter or method patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire from 2027-2032 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2027-2032 (worldwide, excluding possible patent term extensions). As of January 31, 2019, we also had a non-exclusive license to one issued U.S. patent application and two pending U.S. patent application related to our gene editing platform. We expect any composition of matter or methods patents, if issued from a corresponding nonprovisional application or national stage application, or corresponding foreign applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2035 (worldwide, excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire from 2035 (worldwide, excluding possible patent term extensions). In addition, as of January 31, 2019, we had an exclusive license to two pending U.S. applications and 17 corresponding issued foreign patents and 18 corresponding foreign patent applications related to our gene editing platform. We expect the issued composition of matter patents to expire in 2033 (excluding possible patent term extensions). We expect other composition of matter or method patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire from 2031-2033 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2031-2033 (worldwide, excluding possible patent term extensions). As of January 31, 2019, we also had a non-exclusive license to one issued U.S. patent, one pending U.S. application, 21 corresponding foreign patent applications, and 18 corresponding foreign patents related to our gene editing platform. We expect the issued composition of matter patents to expire in 2033 (excluding possible patent term extensions). Further, we expect composition of matter or method patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire from 2033 (excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2033 (worldwide, excluding possible patent term extensions).

- **bluebird bio.** One aspect of the bluebird bio patent portfolio contains patent applications that are potentially applicable to certain aspects of our gene editing platform to produce genome modifying enzymes and genetically modified cells that are potentially applicable to our oncology and other programs. As of January 31, 2019, we owned one pending U.S. patent application and five corresponding foreign patent applications related to our gene editing platform. We expect any composition of matter or methods patents, if issued from a corresponding nonprovisional application or national stage application, or corresponding foreign applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2037 (worldwide, excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2037 (worldwide, excluding possible patent term extensions). As of January 31, 2019, we owned 11 families of PCT applications related to our gene editing platform. We expect any composition of matter or methods patents, if issued from a corresponding nonprovisional application or national stage application, or corresponding foreign applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2037-2038 (worldwide, excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2037-2038 (worldwide, excluding possible patent term extensions). As of January 31, 2019, we also owned two families of provisional applications related to our gene editing platform. We expect any composition of matter or methods patents, if issued from a corresponding nonprovisional application or national stage application, or corresponding foreign applications, if applicable, and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2038 (worldwide, excluding possible patent term extensions). We expect any other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2038 (worldwide, excluding possible patent term extensions). As of January 31, 2019, we co-owned (with Collectis SA) two issued U.S. patents, eight corresponding foreign patent applications, and 10 corresponding foreign patents related to our gene editing platform. We expect composition of matter or method patents, if issued from the pending patent applications and if the appropriate maintenance, renewal, annuity or other governmental fees are paid, to expire in 2034(excluding possible patent term extensions). We expect the other patents and patent applications in this portfolio, if issued, and if the appropriate maintenance, renewal, annuity, or other governmental fees are paid, to expire in 2034 (worldwide, excluding possible patent term extensions).

The term of individual patents depends upon the legal term of the patents in the countries in which they are obtained. In most countries in which we file, the patent term is 20 years from the date of filing the non-provisional application. In the United States, a patent's term may be lengthened by patent term adjustment, which compensates a patentee for administrative delays by the U.S. Patent and Trademark Office in granting a patent, or may be shortened if a patent is terminally disclaimed over an earlier-filed patent.

The term of a patent that covers an FDA-approved drug may also be eligible for patent term extension, which permits patent term restoration of a U.S. patent as compensation for the patent term lost during the FDA regulatory review process. The Hatch-Waxman Act permits a patent term extension of up to five years beyond the expiration of the patent. The length of the patent term extension is related to the length of time the drug is under regulatory review. A patent term extension cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval and only one patent applicable to an approved drug may be extended. Moreover, a patent can only be extended once, and thus, if a single patent is applicable to multiple products, it can only be extended based on one product. Similar provisions are available in Europe and other foreign jurisdictions to extend the term of a patent that covers an approved drug. When possible, depending upon the length of clinical trials and other factors involved in the filing of a BLA, we expect to apply for patent term extensions for patents covering our product candidates and their methods of use.

We may rely, in some circumstances, on trade secrets to protect our technology. However, trade secrets can be difficult to protect. We seek to protect our proprietary technology and processes, in part, by entering into confidentiality agreements with our employees, consultants, scientific advisors and third parties. We also seek to preserve the integrity and confidentiality of our data and trade secrets by maintaining physical security of our premises and physical and electronic security of our information technology systems. While we have confidence in these individuals, organizations and systems, agreements or security measures may be breached, and we may not have adequate remedies for any breach. In addition, our trade secrets may otherwise become known or be independently discovered by competitors. To the extent that our consultants or collaborators use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions.

License agreements

Inserm-Transfert

In May 2009, we entered into an exclusive license with Inserm-Transfert, which is a wholly-owned subsidiary of Institut national de la santé et de la recherche médicale, for use of certain patents and know-how related to the ABCD1 gene and corresponding protein, for use in the field of human ALD therapy. Inserm-Transfert is referred to herein as Inserm. The last patent in the Inserm licensed patent portfolio expired in February of 2016. Inserm retains the right to practice the intellectual property licensed under the agreement for educational, clinical and preclinical studies purposes.

Upon commercialization of our products covered by the in-licensed intellectual property, which we expect would include our Lenti-D product candidate, we will be obligated to pay Inserm a percentage of net sales as a royalty for the longer of the life of any patents covering the product or 10 years from first commercial sale. This royalty is in the low single digits. The royalties payable to Inserm are subject to reduction for any third party payments required to be made, with a minimum floor in the low single digits.

We are required to use all commercially reasonable efforts to develop licensed products and introduce them into the commercial market as soon as practical, consistent with our reasonable business practices and judgment in compliance with an agreed upon development plan. We have assumed certain development, regulatory and commercial milestone obligations and must report on our progress in achieving these milestones on an annual basis.

We may unilaterally terminate the license agreement at any time. Either party may terminate the agreement in the event of the other party's material breach which remains uncured after 60 days of receiving written notice of such breach or in the event the other party becomes the subject of a voluntary or involuntary petition in bankruptcy and such petition is not dismissed with prejudice within 120 days after filing. In addition, Inserm may terminate the license agreement in the event that we cannot prove within 60 days of written notice from Inserm that we have been diligent in developing the licensed products and introducing them into the commercial market.

Absent early termination, the agreement will automatically terminate upon the expiration of all issued patents and filed patent applications within the patent rights covered by the agreement or 10 years from the date of first commercial sale of a licensed product, whichever is later. The license grant ceases in connection with any such termination. The longest lived patent rights licensed to us under the agreement expired in 2016.

Institut Pasteur

We have entered into a license with Institut Pasteur for certain patents relating to the use of DNA sequences, lentiviral vectors and recombinant cells in the field of *ex vivo* gene therapy and CAR T cell-based therapy in a range of indications, excluding vaccinations. This agreement was amended twice in 2012, again in 2013 and most recently in 2015. The Institut Pasteur licensed patent portfolio includes at least 107 U.S. and foreign patents and patent applications. Any patents within this portfolio that have issued or may yet issue would have a statutory expiration dates between 2019 and 2023. The license is exclusive for products containing human and non-human lentiviral vectors. Institut Pasteur retains the right, on behalf of itself, its licensees and research partners, to conduct research using the licensed intellectual property.

We have the right to grant sublicenses outright to third parties under the agreement. For the first sublicense including a product targeting β -hemoglobinopathies (including TDT and SCD) or ALD (including CALD and AMN), we must pay Institut Pasteur an additional payment of €3.0 million. If we receive any income (cash or non-cash) in connection with sublicenses for products targeting indications other than β -hemoglobinopathies (including TDT and SCD) or ALD (including CALD and AMN), we must pay Institut Pasteur a percentage of such income varying from low single digits if the sublicense also includes licenses to intellectual property controlled by us, and a percentage of sublicense income in the mid-range double digits if the sublicense does not include licenses to intellectual property controlled by us.

Upon commercialization of our products covered by the in-licensed intellectual property, which we expect would include our LentiGlobin, Lenti-D, bb2121 and bb21217 product candidates, we will be obligated to pay Institut Pasteur a percentage of net sales as a royalty. This royalty varies depending on the indication of the product but in any event is in the low single digits. In addition, starting in 2016 we must make under this agreement an annual maintenance payment which is creditable against royalty payments on a year-by-year basis. If the combined royalties we would be required to pay to Institut Pasteur and third parties is higher than a pre-specified percentage, we may ask Institut Pasteur to re-negotiate our royalty rates under this relationship.

We are required to use all reasonable commercial efforts (as compared to a company of similar size and scope) to develop and commercialize one or more products in the license field and to obtain any necessary governmental approvals in respect of, and market the products in license field, if any. Additionally, we have assumed certain development and regulatory milestone obligations. We must report on our progress towards achieving these milestones on an annual basis. We may unilaterally terminate the license agreement at any time by sending Institut Pasteur 90 days prior written notice. Either party may terminate the license in the event of the other party's substantial breach which remains uncured after 60 days of receiving written notice of such breach. Institut Pasteur may also terminate the agreement in the event bankruptcy proceedings are opened against us and not dismissed within 60 days.

Absent early termination, the agreement will automatically terminate upon the expiration of the last licensed patents or five years after first market authorization of the first product, whichever occurs later. In the event the agreement is terminated, while the license grant would cease, we would retain the right to manufacture, import, use and sell licensed products for a certain period of time post-termination. In addition, our ownership stake in certain jointly made improvements covered by the licensed patents would survive termination of the agreement. The longest lived patent rights licensed to us under the agreement are currently expected to expire in 2023.

Stanford University

In July 2002, we entered into a non-exclusive license agreement with the Board of Trustees of the Leland Stanford Junior University, referred to herein as Stanford, which we amended and restated in April 2012. Under this agreement, we are granted a license to use the HEK293T cell line for any commercial or non-commercial use for research, nonclinical and clinical development purpose and human and animal gene therapy products.

We have the right to grant sublicenses outright to third parties under the agreement. For each such sublicense we grant, we must pay Stanford a fee (unless the sublicense is to a collaborating partner, contract manufacturer or contract research organization).

Upon commercialization of our products covered by the in-licensed intellectual property, which we expect would include our LentiGlobin, Lenti-D, bb2121 and bb21217 product candidates, we will be obligated to pay Stanford a percentage of net sales as a royalty. This royalty varies with net sales but in any event is in the low single digits and is reduced for each third-party license that requires payments by us with respect to a licensed product, provided that the royalty to Stanford is not less than a specified percentage which is less than one percent. Since April 2013, we have been paying Stanford an annual maintenance fee, which will be creditable against our royalty payments.

We may unilaterally terminate the agreement by giving Stanford 30 days' written notice. Stanford may also terminate the license agreement if after 30 days of providing notice we are delinquent on any report or payment, are not using commercially reasonable efforts to develop, manufacture and/or commercialize one or more licensed products, are in material breach of any provision or provide any false report. Termination of this agreement may require us to utilize different cell types for vector manufacturing, which could lead to delays.

Absent early termination, the license will expire in April 2037. We may elect to extend the term for an additional 25 years so long as we have a commercial product on the market at that time and we are in material compliance with the license agreement.

Massachusetts Institute of Technology

In December 1996, we entered into an exclusive license with the Massachusetts Institute of Technology, referred to herein as MIT, for use of certain patents in any field. This license agreement was amended in December 2003, May 2004 and June 2011. The licensed patent portfolio includes at least 18 U.S. and foreign patents and patent applications. Any patents within this portfolio that have issued or may yet issue would have a statutory expiration date from 2017-2023. This license also has been amended to include a case jointly owned by MIT and us wherein we received the exclusive license to MIT's rights in this case. MIT retains the right to practice the intellectual property licensed under the agreement for noncommercial research purposes.

We have the right to grant sublicenses outright to third parties under the agreement. In the event we sublicense the patent rights, we must pay MIT a percentage of all payments we receive from by the sublicensee. This percentage varies from mid-single digits to low double digits.

Upon commercialization of our products covered by the in-licensed intellectual property, which we expect would include our LentiGlobin product candidate, we will be obligated to pay MIT a percentage of net sales by us or our sublicensees as a royalty. This royalty is in the low single digits and is reduced for royalties payable to third parties, provided that the royalty to MIT is not less than a specified percentage that is less than one-percent. In addition, we make under this agreement an annual maintenance payment which may be credited against the royalty payments.

We are required to use diligent efforts to market licensed products and to continue active, diligent development and marketing efforts for licensed products during the term of the agreement. We have assumed certain milestones with respect to raising capital investment and regulatory progress. We must report on our progress on achieving these milestones on an annual basis.

We may unilaterally terminate the license agreement upon six months' notice to MIT. MIT may terminate the agreement if we cease to carry on our business, or in the event of our material breach which remains uncured after 90 days of receiving written notice of such breach (30 days in the case of nonpayment). In the event the agreement is terminated, while the license grant would cease, we would retain a right to complete manufacture of any licensed products in process and sell then-existing inventory. In addition, MIT would grant our sublicensees a direct license following such termination. With respect to jointly owned intellectual property, any termination would allow MIT to grant licenses to any third party to such intellectual property, without our approval, unless a sublicensee was already in place, in which case, MIT would grant our sublicensees a direct license.

Research Development Foundation

In December 2011, we entered into an exclusive license with RDF to use certain patents that involve lentiviral vectors. The RDF licensed patent portfolio includes at least 29 U.S. and foreign patents and patent applications. Any patents within this portfolio that have issued or may yet issue would have an expected statutory expiration date between 2021 and 2027. RDF retains the right, on behalf of itself and other nonprofit academic research institutions, to practice and use the licensed patents for any academic, non-clinical research and educational purposes. We have the right to grant sublicenses outright to third parties under the agreement.

Upon commercialization of our products covered by the in-licensed intellectual property, which we expect would include both our Lenti-D, LentiGlobin, bb2121 and bb21217 product candidates, we are obligated to pay RDF a percentage of net sales as a royalty. This royalty is in the low single digits and is reduced by half if during the following ten years from the first marketing approval the last valid claim within the licensed patent that covers the licensed product expires or ends.

We are required to use commercially reasonable and diligent efforts for a company of our size and resources to develop or commercialize one or more licensed products, including our first licensed product by 2016 and a second licensed product by 2018. These diligence efforts include minimum annual royalty payments to RDF, which are creditable against earned royalties otherwise due to RDF, and payments upon regulatory milestones.

RDF may terminate the agreement in the event of our material breach which remains uncured after 90 days of receiving written notice of such breach (30 days in the case of nonpayment) or in the event we become bankrupt, our business or assets or property are placed in the hands of a receiver, assignee or trustee, we institute or suffer to be instituted any procedure in bankruptcy court for reorganization or rearrangement of our financial affairs, make a general assignment for the benefit of creditors, or if we or an affiliate or a sublicensee institutes any procedure challenging the validity or patentability of any patent or patent application within the licensed patents, the agreement will immediately terminate.

Absent early termination, the agreement will continue until its expiration upon the later of there being no more valid claims within the licensed patents or the expiration of our royalty obligations on licensed products that are subject to an earned royalty, if such earned royalty is based on the minimum 10-year royalty period described above. In the event the agreement is terminated, while the license grant would cease, RDF will grant our sublicensees a direct license. The longest lived patent rights licensed to us under the agreement are in one U.S. patent currently expected to expire in 2027.

Biogen

In August 2014, we entered into a license agreement with Biogen, pursuant to which we co-exclusively licensed certain patents and patent applications directed towards aspects of T cell-based products that target BCMA. Any patents within this portfolio that have issued or may yet issue would have an expected statutory expiration date between 2020 and 2032. Biogen retains the right to practice and use the licensed patents in the licensed field and territory. We have the right to grant sublicenses to third parties, subject to certain conditions. Upon commercialization of our products covered by the in-licensed intellectual property, which we expect would include our bb2121 and bb21217 product candidates, we will be obligated to pay Biogen a percentage of net sales as a royalty in the low single digits. We are required to use commercially reasonable efforts to research and develop one or more licensed products in the license field during the term of the agreement. Additionally, we have assumed certain development and regulatory milestone obligations and must report on our progress in achieving those milestones on a periodic basis. We may be obligated to pay up to \$24.0 million in the aggregate for each licensed product upon the achievement of these milestones. We may unilaterally terminate the license agreement at any time with prior written notice to Biogen. Either party may terminate the license in the event of the other party's material breach upon notice and an opportunity for the breaching party to cure. Either party may also terminate the agreement in the event bankruptcy proceedings are opened against the other party and are not dismissed within a specified period of time. Absent early termination, the agreement will automatically terminate upon the expiration of all patent rights covered by the agreement or ten years from the date of first commercial sale of a licensed product, whichever is later. The longest lived patent rights licensed to us under the Agreement are in a U.S. patent, currently expected to expire in 2032.

NIH

In August 2015, we entered into a license agreement with the NIH, pursuant to which we exclusively licensed certain patents and patent applications directed towards aspects of T cell-based products that target BCMA. Any patents within this portfolio that have issued or may yet issue would have an expected statutory expiration date in 2033. NIH retains the right to practice the intellectual property licensed under the agreement on behalf of the government of the United States. We have the right to grant sublicenses to third parties, subject to certain conditions. For each such sublicense we grant we must pay the NIH a fee. Upon commercialization of our products covered by the in-licensed intellectual property, which we expect would include our bb2121 and bb21217 product candidates, we will be obligated to pay the NIH a percentage of net sales as a royalty in the low single digits. We are required to use

commercially reasonable efforts to research and develop one or more licensed products in the license field during the term of the agreement. Additionally, we have assumed certain development and regulatory milestone obligations and must report on our progress in achieving those milestones on a periodic basis. We may be obligated to pay up to \$9.7 million in the aggregate for a licensed product upon the achievement of these milestones. We may unilaterally terminate the license agreement at any time with prior written notice to the NIH. The NIH may terminate the license in the event of our material breach upon notice and following an opportunity for us to cure the material breach. The NIH may also terminate the agreement in the event bankruptcy proceedings are opened against us and are not dismissed within a specified period of time. Absent early termination, the agreement will automatically terminate upon the expiration of the patent rights covered by the agreement. The longest lived patent rights licensed to us under the Agreement are currently expected to expire in 2033.

SIRION

In December 2015, we entered into a license agreement with SIRION, pursuant to which we exclusively licensed certain patents and patent applications directed towards aspects of manufacturing gene therapy products. Any patents within this portfolio that have issued or may yet issue would have an expected statutory expiration date in 2033. We have the right to grant sublicenses to third parties, subject to certain conditions. Upon commercialization of our products covered by the in-licensed intellectual property, which we expect would include our LentiGlobin product candidate, we will be obligated to pay SIRION a percentage of net sales as a royalty in the low single digits. We are required to use commercially reasonable efforts to research and develop one or more licensed products in the license field during the term of the agreement, and we must report on our progress in achieving those milestones on a periodic basis. We may be obligated to pay up to \$13.4 million in the aggregate upon the achievement of certain development and regulatory milestones. We may unilaterally terminate the license agreement at any time with prior written notice to SIRION. SIRION may terminate the license in the event of our material breach upon notice and following an opportunity for us to cure the material breach. SIRION may also terminate the agreement in the event bankruptcy proceedings are opened against us and are not dismissed within a specified period of time. Absent early termination, the agreement will automatically terminate upon the expiration of the patent rights covered by the agreement. The longest lived patent rights licensed to us under the Agreement are currently expected to expire in 2033.

Orchard Therapeutics Limited

In April 2017, we entered into a license agreement with GlaxoSmithKline Intellectual Property Development Limited, or GSK, pursuant to which GSK non-exclusively licensed certain of our patent rights related to lentiviral vector technology to develop and commercialize gene therapies for Wiscott-Aldrich syndrome and metachromatic leukodystrophy, two rare genetic diseases. Effective April 2018, this license agreement was assigned by GSK to Orchard Therapeutics Limited, or Orchard. Financial terms of the agreement include an upfront payment to us as well as potential development and regulatory milestone payments and low single digit royalties on net sales of covered products.

Novartis Pharma AG

In April 2017, we entered into a license agreement with Novartis Pharma AG, or Novartis, pursuant to which Novartis non-exclusively licensed certain of our patent rights related to lentiviral vector technology to develop and commercialize chimeric antigen receptor T cell (CAR T) therapies for oncology, including Novartis' approved CAR T therapy Kymriah. Financial terms of the agreement include an upfront payment to us as well as potential development and regulatory milestone payments and low single digit royalties on net sales of covered products.

Competition

The biotechnology and pharmaceutical industries are characterized by intense and rapidly changing competition to develop new technologies and proprietary products. We face potential competition from many different sources, including larger and better-funded pharmaceutical and biotechnology companies. Not only must we compete with other companies that are focused on gene therapy products but any products that we may commercialize will have to compete with existing therapies and new therapies that may become available in the future.

There are other organizations working to improve existing therapies or to develop new therapies for our initially selected indications. Depending on how successful these efforts are, it is possible they may increase the barriers to adoption and success for our product candidates, and our preclinical T cell-based cancer immunotherapy product candidates. These efforts include the following:

- **β-thalassemia:** The current standard of care for the treatment of β-thalassemia in the developed world is chronic blood transfusions to address the patient's anemia. In addition, such patients often receive iron chelation therapy to help manage the iron overload associated with their chronic blood transfusions. Novartis and ApoPharma Inc., who provide the leading iron chelation therapy, are seeking to develop improvements to their product profile and accessibility. A number of different approaches are under investigation that seek to improve the current standard of care treatment options, including, a protein that aims to improve red blood cell production and fetal hemoglobin regulators. Acceleron Pharma, Inc. (in collaboration with Celgene) is investigating luspatercept (ACE-536), a subcutaneously-delivered protein therapeutic that targets molecules in the TGF-β superfamily, which is currently in two phase 3 clinical trials in subjects with transfusion dependent β-thalassemia (TDT) and non-transfusion dependent β-thalassemia. Acceleron and Celgene are planning regulatory submissions of luspatercept in the United States and Europe in the first half of 2019. In addition, some patients with β-thalassemia receive HSCT treatment, particularly if a sufficiently well-matched source of donor cells is identified. In addition, there are a number of academic and industry-sponsored research and development programs to improve the outcomes of allogeneic HSCT, or the tolerability and safety of haploidentical HSCT, while increasing the availability of suitable donors. These programs include a modified donor T cell therapy to be used in conjunction with haploidentical HSCT that is in an ongoing phase 1/2 study supported by Bellicum Pharmaceuticals, Inc.; and an adjunctive T cell immunotherapy treatment in conjunction with allogeneic HSCT that is in ongoing phase 2 and 3 studies supported by Kiadis Pharma. There are also several different groups developing other approaches for β-thalassemia, including one that uses a similar *ex vivo* autologous gene therapy approach, but uses a different vector and different cell processing techniques and two that use gene editing approaches. These include: the San Raffaele Telethon Institute for Gene Therapy (in collaboration with Orchard Therapeutics) is currently investigating its gene therapy in a phase 2 study of adults and pediatric patients with in transfusion dependent β-thalassemia (TDT); Sangamo BioSciences Inc. (in collaboration with Bioverativ Inc., a Sanofi company) is investigating ST-400, using a zinc finger nuclease-mediated gene-editing approach currently in an ongoing phase 1/2 study; and CRISPR Therapeutics AG (in collaboration with Vertex Pharmaceuticals Incorporated) is conducting an ongoing phase 1/2 study for its CTX-001, which leverages the CRISPR/Cas9 gene editing platform to disrupt the BCL11A erythroid enhancer.
- **Sickle cell disease:** The current standard of care for the treatment of SCD in the developed world is chronic blood transfusions or hydroxyurea (a generic drug). In addition, patients treated with chronic blood transfusions often receive iron chelation therapy to help manage the iron overload. Emmaus Life Sciences, Inc. recently received FDA approval for and have launched Endari (L-glutamine). We are aware of ongoing studies that continue to evaluate the efficacy and safety of hydroxyurea in various populations. In addition, a limited number of patients with SCD receive allogeneic HSCT treatment, particularly if a sufficiently well-matched source of donor cells is identified. In addition, there are a number of academic and industry-sponsored research and development programs to improve the tolerability and safety of allogeneic HSCT with less well-matched sources of donor cells, while increasing the availability of suitable donors. These programs include a modified donor T cell therapy to be used in conjunction with haploidentical HSCT that is in an ongoing phase 1/2 study supported by Bellicum Pharmaceuticals, Inc. A number of different therapeutic approaches are under investigation targeting the various aspects of SCD pathophysiology, including: antibodies to p-selectin including crizanlizumab currently in a phase 3 study supported by Novartis; hemoglobin modifiers to prevent the sickling of RBC, including voxelotor (GBT440) in an ongoing phase 3 study supported by Global Blood Therapeutics, Inc.; pan-selectin inhibitors, including rivipansel (GMI-1070) in phase 3 studies supported by GlycoMimetics Inc. (in 2011, Pfizer Inc. and GlycoMimetics Inc. entered a global collaboration to advance this compound); and also gene editing approaches being supported by Intellia Therapeutics, Inc. (in collaboration with Novartis), Editas Medicine, Inc. and CRISPR Therapeutics AG (in collaboration with Vertex Pharmaceuticals Incorporated); and Sangamo BioSciences Inc. (in collaboration with Bioverativ). There are also several different groups developing gene therapy approaches for SCD. Some of these groups use a similar *ex vivo* autologous approach, but make use of different vectors and different cell processing techniques. These include: UCLA, which has received funding from the California Institute of Regenerative Medicine to pursue a phase 1 gene therapy study for SCD; and Aruvant Sciences, Inc.'s RVT-181, currently in a phase 1/2 gene therapy study for SCD.
- **CALD:** The current standard of care for the treatment of CALD is allogeneic HSCT. We understand that various academic centers around the world are seeking to develop improvements to allogeneic HSCT, such as Magenta Therapeutic, Inc.'s cord blood expansion technology which is currently being investigated in a phase 2 clinical trial for the treatment of inherited metabolic disorders, including adrenoleukodystrophy. Other possible treatments being investigated include Viking Therapeutics, Inc.'s VK0214, a selective thyroid receptor-β agonist, and Orpheris, Inc.'s OP-101.

- **Multiple Myeloma:** The current standard of care for relapsed and refractory multiple myeloma includes IMiDs (e.g., thalidomide, lenalidomide, pomalidomide), proteasome inhibitors (e.g., bortezomib, carfilzomib, ixazomib), monoclonal antibodies (e.g., daratumumab, elotuzumab), cytotoxic agents, and HSCT. There are several groups developing autologous T cell therapies for relapsed and refractory multiple myeloma that use a similar autologous *ex vivo* approach, but a different target antigen, BCMA single-chain variable fragment or, we believe, cell processing techniques. These programs include: an anti-BCMA CAR T cell therapy that is currently in a single-center phase 1 study by the University of Pennsylvania (in collaboration with Novartis AG); an anti-BCMA CAR T cell therapy that is in a phase 1b/2 study in the United States (Nanjing Legend in collaboration with Janssen Biotech); a BCMA and TACI-targeted CAR T cell therapy that is currently in a phase 1/2 study (Autolus); an anti-BCMA CAR T cell therapy that is in phase 1 study (Poseida Therapeutics, Inc.); and an anti-BCMA CAR T cell therapy in clinical development (phase 1/2) sponsored by Celgene following the completion of its acquisition of Juno Therapeutics, Inc. In addition to these autologous T cell-based approaches, Allogene Therapeutics, Inc., Poseida, and CRISPR Therapeutics have disclosed preclinical programs for allogeneic BCMA CAR T cell therapies. There are also therapies using other modalities being developed by several groups, including two bispecific T cell engagers currently in phase 1 studies supported by Amgen Inc., a bispecific antibody therapy currently in a phase 1 study supported by Janssen Research and Development, LLC, a specific antibody therapy currently in a phase 1 study supported by Pfizer, Inc., and an antibody drug conjugate therapy currently in a phase 2 study supported by GSK, and those being developed in preclinical programs.
- **T cell-based immunotherapies in oncology:** A number of pharmaceutical companies and academic collaborators are researching and developing T cell-based immunotherapies in oncology, in addition to the multiple myeloma programs described above. These include: Novartis AG (in collaboration with the University of Pennsylvania), Adaptimmune Inc., Celgene following its acquisition of Juno Therapeutics, Inc., Gilead Sciences, Inc. (in collaboration with the National Institutes of Health), Pfizer Inc. (through their collaboration with Cellectis SA and Servier), Amgen, Inc., among others. Many of the T cell-based immunotherapy programs being developed by these companies are already in phase 1/2 clinical trials for multiple indications.

Many of our competitors, either alone or with their strategic partners, have substantially greater financial, technical and human resources than we do and significantly greater experience in the discovery and development of product candidates, obtaining FDA and other regulatory approvals of treatments and the commercialization of those treatments. Accordingly, our competitors may be more successful than us in obtaining approval for treatments and achieving widespread market acceptance. Our competitors' treatments may be more effective, or more effectively marketed and sold, than any treatment we may commercialize and may render our treatments obsolete or non-competitive before we can recover the expenses of developing and commercializing any of our treatments.

These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical study sites and patient registration for clinical studies, as well as in acquiring technologies complementary to, or necessary for, our programs. Smaller or early-stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

We anticipate that we will face intense and increasing competition as new drugs enter the market and advanced technologies become available. We expect any treatments that we develop and commercialize to compete on the basis of, among other things, efficacy, safety, convenience of administration and delivery, price, the level of generic competition and the availability of reimbursement from government and other third-party payors.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than any products that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. In addition, our ability to compete may be affected in many cases by insurers or other third-party payors seeking to encourage the use of generic products. If our therapeutic product candidates are approved, we expect that they will be priced at a significant premium over competitive generic products.

Government regulation

In the United States, biological products, including gene therapy products, are subject to regulation under the Federal Food, Drug, and Cosmetic Act, or FD&C Act, and the Public Health Service Act, or PHS Act, and other federal, state, local and foreign statutes and regulations. Both the FD&C Act and the PHS Act and their corresponding regulations govern, among other things, the testing, manufacturing, safety, efficacy, labeling, packaging, storage, record keeping, distribution, reporting, advertising and other promotional practices involving biological products. FDA approval must be obtained before clinical testing of biological products, and each clinical study protocol for a gene therapy product is reviewed by the FDA. FDA approval also must be obtained before marketing of biological products. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources and we may not be able to obtain the required regulatory approvals.

Within the FDA, the Center for Biologics Evaluation and Research, or the CBER, regulates gene therapy products. The CBER works closely with the NIH. The FDA and the NIH have published guidance documents with respect to the development and submission of gene therapy protocols. The FDA also has published guidance documents related to, among other things, gene therapy products in general, their preclinical assessment, observing subjects involved in gene therapy studies for delayed adverse events, potency testing, and chemistry, manufacturing and control information in gene therapy INDs.

Ethical, social and legal concerns about gene therapy, genetic testing and genetic research could result in additional regulations restricting or prohibiting the processes we may use. Federal and state agencies, congressional committees and foreign governments have expressed interest in further regulating biotechnology. More restrictive regulations or claims that our products are unsafe or pose a hazard could prevent us from commercializing any products. New government requirements may be established that could delay or prevent regulatory approval of our product candidates under development. It is impossible to predict whether legislative changes will be enacted, regulations, policies or guidance changed, or interpretations by agencies or courts changed, or what the impact of such changes, if any, may be.

U.S. biological products development process

The process required by the FDA before a biological product may be marketed in the United States generally involves the following:

- completion of nonclinical laboratory tests and animal studies according to good laboratory practices, or GLPs, and applicable requirements for the humane use of laboratory animals or other applicable regulations;
- submission to the FDA of an application for an IND, which must become effective before human clinical studies may begin;
- performance of adequate and well-controlled human clinical studies according to the FDA's regulations commonly referred to as good clinical practices, or GCPs, and any additional requirements for the protection of human research subjects and their health information, to establish the safety and efficacy of the proposed biological product for its intended use;
- submission to the FDA of a Biologics License Application, or BLA, for marketing approval that includes substantive evidence of safety, purity, and potency from results of nonclinical testing and clinical studies;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities where the biological product is produced to assess compliance with GMP, to assure that the facilities, methods and controls are adequate to preserve the biological product's identity, strength, quality and purity and, if applicable, the FDA's current good tissue practices, or GTPs, for the use of human cellular and tissue products;
- potential FDA audit of the nonclinical and clinical study sites that generated the data in support of the BLA; and
- FDA review and approval, or licensure, of the BLA.

Before testing any biological product candidate, including a gene therapy product, in humans, the product candidate enters the preclinical testing stage. Preclinical tests, also referred to as nonclinical studies, include laboratory evaluations of product chemistry, toxicity and formulation, as well as animal studies to assess the potential safety and activity of the product candidate. The conduct of the preclinical tests must comply with federal regulations and requirements including GLPs.

Where a gene therapy study is conducted at, or sponsored by, institutions receiving NIH funding for recombinant DNA research, prior to the submission of an IND to the FDA, in the past, a protocol and related documentation was submitted to and the study was registered with the NIH Office of Biotechnology Activities, or OBA, pursuant to the NIH Guidelines for Research Involving Recombinant DNA Molecules, or NIH Guidelines. Pursuant to the current NIH Guidelines, research involving recombinant or synthetic nucleic acid molecules must be approved by an institutional biosafety committee, or IBC, a local institutional committee that reviews and oversees basic and clinical research conducted at that institution. The IBC assesses the safety of the research and identifies any potential risk to public health or the environment. Compliance with the NIH Guidelines is mandatory for investigators at institutions receiving NIH funds for research involving recombinant DNA, however many companies and other institutions not otherwise subject to the NIH Guidelines voluntarily follow them. Such trials remain subject to FDA and other clinical trial regulations, and only after FDA, IBC, and other relevant approvals are in place can these protocols proceed.

The clinical study sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and a proposed clinical protocol, to the FDA as part of the IND. Some preclinical testing may continue even after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA places the clinical study on a clinical hold within that 30-day time period. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical study can begin. The FDA may also impose clinical holds on a biological product candidate at any time before or during clinical studies due to safety concerns or non-compliance. If the FDA imposes a clinical hold, studies may not recommence without FDA authorization and then only under terms authorized by the FDA. Accordingly, we cannot be sure that submission of an IND will result in the FDA allowing clinical studies to begin, or that, once begun, issues will not arise that suspend or terminate such studies.

Clinical studies involve the administration of the biological product candidate to healthy volunteers or patients under the supervision of qualified investigators, generally physicians not employed by or under the study sponsor's control. Clinical studies are conducted under protocols detailing, among other things, the objectives of the clinical study, dosing procedures, subject selection and exclusion criteria, and the parameters to be used to monitor subject safety, including stopping rules that assure a clinical study will be stopped if certain adverse events should occur. Each protocol and any amendments to the protocol must be submitted to the FDA as part of the IND. Clinical studies must be conducted and monitored in accordance with the FDA's regulations comprising the GCP requirements, including the requirement that all research subjects provide informed consent. Further, each clinical study must be reviewed and approved by an IRB at or servicing each institution at which the clinical study will be conducted. An IRB is charged with protecting the welfare and rights of study participants and considers such items as whether the risks to individuals participating in the clinical studies are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the form and content of the informed consent that must be signed by each clinical study subject or his or her legal representative and must monitor the clinical study until completed.

Human clinical studies are typically conducted in three sequential phases that may overlap or be combined:

- *phase 1.* The biological product is initially introduced into healthy human subjects and tested for safety. In the case of some products for severe or life-threatening diseases, especially when the product may be too inherently toxic to ethically administer to healthy volunteers, the initial human testing is often conducted in patients.
- *phase 2.* The biological product is evaluated in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted diseases and to determine dosage tolerance, optimal dosage and dosing schedule.
- *phase 3.* Clinical studies are undertaken to further evaluate dosage, clinical efficacy, potency, and safety in an expanded patient population at geographically dispersed clinical study sites. These clinical studies are intended to establish the overall risk/benefit ratio of the product and provide an adequate basis for product labeling.

Post-approval clinical studies, sometimes referred to as phase 4 clinical studies, may be conducted after initial marketing approval. These clinical studies are used to gain additional experience from the treatment of patients in the intended therapeutic indication, particularly for long-term safety follow-up. The FDA recommends that sponsors observe subjects for potential gene therapy-related delayed adverse events for a 15-year period, including a minimum of five years of annual examinations followed by ten years of annual queries, either in person or by questionnaire, of study subjects.

During all phases of clinical development, regulatory agencies require extensive monitoring and auditing of all clinical activities, clinical data, and clinical study investigators. Annual progress reports detailing the results of the clinical studies must be submitted to the FDA. Written IND safety reports must be promptly submitted to the FDA, the NIH and the investigators for serious and unexpected adverse events, any findings from other studies, tests in laboratory animals or in vitro testing that suggest a significant risk for human subjects, or any clinically important increase in the rate of a serious suspected adverse reaction over that listed in the protocol or investigator brochure. The sponsor must submit an IND safety report within 15 calendar days after the sponsor determines that the information qualifies for reporting. The sponsor also must notify the FDA of any unexpected fatal or life-threatening suspected adverse reaction within seven calendar days after the sponsor's initial receipt of the information. Phase 1, phase 2 and phase 3 clinical studies may not be completed successfully within any specified period, if at all. The FDA or the sponsor or its data safety monitoring board may suspend a clinical study at any time on various grounds, including a finding that the research subjects or patients are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical study at its institution if the clinical study is not being conducted in accordance with the IRB's requirements or if the biological product has been associated with unexpected serious harm to patients.

Human gene therapy products are a new category of therapeutics. Because this is a relatively new and expanding area of novel therapeutic interventions, there can be no assurance as to the length of the study period, the number of patients the FDA will require to be enrolled in the studies in order to establish the safety, efficacy, purity and potency of human gene therapy products, or that the data generated in these studies will be acceptable to the FDA to support marketing approval. The NIH has a publicly accessible database, the Genetic Modification Clinical Research Information System which includes information on gene transfer studies and serves as an electronic tool to facilitate the reporting and analysis of adverse events on these studies.

Concurrent with clinical studies, companies usually complete additional animal studies and must also develop additional information about the physical characteristics of the biological product as well as finalize a process for manufacturing the product in commercial quantities in accordance with GMP requirements. To help reduce the risk of the introduction of adventitious agents with use of biological products, the PHS Act emphasizes the importance of manufacturing control for products whose attributes cannot be precisely defined. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, the sponsor must develop methods for testing the identity, strength, quality, potency and purity of the final biological product. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the biological product candidate does not undergo unacceptable deterioration over its shelf life.

U.S. review and approval processes

After the completion of clinical studies of a biological product, FDA approval of a BLA, must be obtained before commercial marketing of the biological product. The BLA must include results of product development, laboratory and animal studies, human studies, information on the manufacture and composition of the product, proposed labeling and other relevant information. In addition, under the Pediatric Research Equity Act, or PREA, as amended, a BLA or supplement to a BLA must contain data to assess the safety and effectiveness of the biological product for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may grant deferrals for submission of data or full or partial waivers. Unless otherwise required by regulation, PREA does not apply to any biological product for an indication for which orphan designation has been granted. The testing and approval processes require substantial time and effort and there can be no assurance that the FDA will accept the BLA for filing and, even if filed, that any approval will be granted on a timely basis, if at all.

Within 60 days following submission of the application, the FDA reviews a BLA submitted to determine if it is substantially complete before the agency accepts it for filing. The FDA may refuse to file any BLA that it deems incomplete or not properly reviewable at the time of submission and may request additional information. In this event, the BLA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review of the BLA. The FDA reviews the BLA to determine, among other things, whether the proposed product is safe and potent, or effective, for its intended use, and has an acceptable purity profile, and whether the product is being manufactured in accordance with GMP to assure and preserve the product's identity, safety, strength, quality, potency and purity. The FDA may refer applications for novel biological products or biological products that present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions. During the biological product approval process, the FDA also will determine whether a Risk Evaluation and Mitigation Strategy, or REMS, is necessary to assure the safe use of the biological product. If the FDA concludes a REMS is needed, the sponsor of the BLA must submit a proposed REMS; the FDA will not approve the BLA without a REMS, if required.

Before approving a BLA, the FDA will inspect the facilities at which the product is manufactured. The FDA will not approve the product unless it determines that the manufacturing processes and facilities are in compliance with GMP requirements and adequate to assure consistent production of the product within required specifications. For a gene therapy product, the FDA also will not approve the product if the manufacturer is not in compliance with the GTPs. These are FDA regulations that govern the methods used in, and the facilities and controls used for, the manufacture of human cells, tissues, and cellular and tissue based products, or HCT/Ps, which are human cells or tissue intended for implantation, transplant, infusion, or transfer into a human recipient. The primary intent of the GTP requirements is to ensure that cell and tissue based products are manufactured in a manner designed to prevent the introduction, transmission and spread of communicable disease. FDA regulations also require tissue establishments to register and list their HCT/Ps with the FDA and, when applicable, to evaluate donors through screening and testing. Additionally, before approving a BLA, the FDA will typically inspect one or more clinical sites to assure that the clinical studies were conducted in compliance with IND study requirements and GCP requirements. To assure GMP, GTP and GCP compliance, an applicant must incur significant expenditure of time, money and effort in the areas of training, record keeping, production, and quality control.

Notwithstanding the submission of relevant data and information, the FDA may ultimately decide that the BLA does not satisfy its regulatory criteria for approval and deny approval. Data obtained from clinical studies are not always conclusive and the FDA may interpret data differently than we interpret the same data. If the agency decides not to approve the BLA in its present form, the FDA will issue a complete response letter that usually describes all of the specific deficiencies in the BLA identified by the FDA. The deficiencies identified may be minor, for example, requiring labeling changes, or major, for example, requiring additional clinical studies. Additionally, the complete response letter may include recommended actions that the applicant might take to place the application in a condition for approval. If a complete response letter is issued, the applicant may either resubmit the BLA, addressing all of the deficiencies identified in the letter, withdraw the application, or request a hearing.

If a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. The FDA may impose restrictions and conditions on product distribution, prescribing, or dispensing in the form of a risk management plan, or otherwise limit the scope of any approval. In addition, the FDA may require post marketing clinical studies, sometimes referred to as phase 4 clinical studies, designed to further assess a biological product's safety and effectiveness, and testing and surveillance programs to monitor the safety of approved products that have been commercialized.

One of the performance goals agreed to by the FDA under the PDUFA is to review 90% of standard BLAs in 10 months and 90% of priority BLAs in six months, whereupon a review decision is to be made. The FDA does not always meet its PDUFA goal dates for standard and priority BLAs and its review goals are subject to change from time to time. The review process and the PDUFA goal date may be extended by three months if the FDA requests or the BLA sponsor otherwise provides additional information or clarification regarding information already provided in the submission within the last three months before the PDUFA goal date.

Orphan drug designation

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug or biological product intended to treat a rare disease or condition, which is generally a disease or condition that affects fewer than 200,000 individuals in the United States, or more than 200,000 individuals in the United States and for which there is no reasonable expectation that the cost of developing and making a drug or biological product available in the United States for this type of disease or condition will be recovered from sales of the product. Orphan product designation must be requested before submitting an NDA or BLA. After the FDA grants orphan product designation, the identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA. Orphan product designation does not convey any advantage in or shorten the duration of the regulatory review and approval process.

If a product that has orphan designation subsequently receives the first FDA approval for the disease or condition for which it has such designation, the product is entitled to orphan product exclusivity, which means that the FDA may not approve any other applications to market the same drug or biological product for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan exclusivity. Competitors, however, may receive approval of different products for the indication for which the orphan product has exclusivity or obtain approval for the same product but for a different indication for which the orphan product has exclusivity. Orphan product exclusivity also could block the approval of one of our products for seven years if a competitor obtains approval of the same biological product as defined by the FDA or if our product candidate is determined to be contained within the competitor's product for the same indication or disease. If a drug or biological product designated as an orphan product receives marketing approval for an indication broader than what is designated, it may not be entitled to orphan product exclusivity. Orphan drug status in the European Union has similar, but not identical, benefits.

Expedited development and review programs

The FDA has a Fast Track program that is intended to expedite or facilitate the process for reviewing new drugs and biological products that meet certain criteria. Specifically, new drugs and biological products are eligible for Fast Track designation if they are intended to treat a serious or life-threatening condition and demonstrate the potential to address unmet medical needs for the condition. Fast Track designation applies to the combination of the product and the specific indication for which it is being studied. The sponsor of a new drug or biologic may request the FDA to designate the drug or biologic as a Fast Track product at any time during the clinical development of the product. Unique to a Fast Track product, the FDA may consider for review sections of the marketing application on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the application, the FDA agrees to accept sections of the application and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the application.

Any product submitted to the FDA for marketing, including under a Fast Track program, may be eligible for other types of FDA programs intended to expedite development and review, such as priority review and accelerated approval. Under the Breakthrough Therapy program, products intended to treat a serious or life-threatening disease or condition may be eligible for the benefits of the Fast Track program when preliminary clinical evidence demonstrates that such product may have substantial improvement on one or more clinically significant endpoints over existing therapies. Additionally, FDA will seek to ensure the sponsor of a breakthrough therapy product receives timely advice and interactive communications to help the sponsor design and conduct a development program as efficiently as possible. Any product is eligible for priority review if it has the potential to provide safe and effective therapy where no satisfactory alternative therapy exists or a significant improvement in the treatment, diagnosis or prevention of a disease compared to marketed products. The FDA will attempt to direct additional resources to the evaluation of an application for a new drug or biological product designated for priority review in an effort to facilitate the review. Additionally, a product may be eligible for accelerated approval. Drug or biological products studied for their safety and effectiveness in treating serious or life-threatening illnesses and that provide meaningful therapeutic benefit over existing treatments may receive accelerated approval, which means that they may be approved on the basis of adequate and well-controlled clinical studies establishing that the product has an effect on a surrogate endpoint that is reasonably likely to predict a clinical benefit, or on the basis of an effect on a clinical endpoint other than survival or irreversible morbidity. As a condition of approval, the FDA may require that a sponsor of a drug or biological product receiving accelerated approval perform adequate and well-controlled post-marketing clinical studies. In addition, the FDA currently requires as a condition for accelerated approval pre-approval of promotional materials, which could adversely impact the timing of the commercial launch of the product. Fast Track designation, Breakthrough Therapy designation, priority review and accelerated approval do not change the standards for approval but may expedite the development or approval process.

Regenerative medicine advanced therapies (RMAT) designation

As part of the 21st Century Cures Act, Congress amended the FD&C Act to facilitate an efficient development program for, and expedite review of regenerative medicine advanced therapies, which include cell and gene therapies, therapeutic tissue engineering products, human cell and tissue products, and combination products using any such therapies or products. Regenerative medicine advanced therapies do not include those human cells, tissues, and cellular and tissue based products regulated solely under section 361 of the Public Health Service Act and 21 CFR Part 1271. This program is intended to facilitate efficient development and expedite review of regenerative medicine therapies, which are intended to treat, modify, reverse, or cure a serious or life-threatening disease or condition and qualify for RMAT designation. A drug sponsor may request that FDA designate a drug as a RMAT concurrently with or at any time after submission of an IND. FDA has 60 calendar days to determine whether the drug meets the criteria, including whether there is preliminary clinical evidence indicating that the drug has the potential to address unmet medical needs for a serious or life-threatening disease or condition. A BLA for a regenerative medicine therapy that has received RMAT designation may be eligible for priority review or accelerated approval through use of surrogate or intermediate endpoints reasonably likely to predict long-term clinical benefit, or reliance upon data obtained from a meaningful number of sites. Benefits of RMAT designation also include early interactions with FDA to discuss any potential surrogate or intermediate endpoint to be used to support accelerated approval. A regenerative medicine therapy with RMAT designation that is granted accelerated approval and is subject to post-approval requirements may fulfill such requirements through the submission of clinical evidence from clinical studies, patient registries, or other sources of real world evidence, such as electronic health records; the collection of larger confirmatory data sets; or post-approval monitoring of all patients treated with such therapy prior to its approval.

Post-approval requirements

Maintaining substantial compliance with applicable federal, state, and local statutes and regulations requires the expenditure of substantial time and financial resources. Rigorous and extensive FDA regulation of biological products continues after approval, particularly with respect to GMP. We will rely, and expect to continue to rely, on third parties for the production of clinical and commercial quantities of any products that we may commercialize. Manufacturers of our products are required to comply with applicable requirements in the GMP regulations, including quality control and quality assurance and maintenance of records and documentation. Other post-approval requirements applicable to biological products, include reporting of GMP deviations that may affect the identity, potency, purity and overall safety of a distributed product, record-keeping requirements, reporting of adverse effects, reporting updated safety and efficacy information, and complying with electronic record and signature requirements. After a BLA is approved, the product also may be subject to official lot release. As part of the manufacturing process, the manufacturer is required to perform certain tests on each lot of the product before it is released for distribution. If the product is subject to official release by the FDA, the manufacturer submits samples of each lot of product to the FDA together with a release protocol showing a summary of the history of manufacture of the lot and the results of all of the manufacturer's tests performed on the lot. The FDA also may perform certain confirmatory tests on lots of some products, such as viral vaccines, before releasing the lots for distribution by the manufacturer. In addition, the FDA conducts laboratory research related to the regulatory standards on the safety, purity, potency, and effectiveness of biological products.

Biological product manufacturers and other entities involved in the manufacture and distribution of approved biological products are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with GMPs and other laws. Accordingly, manufacturers must continue to expend time, money, and effort in the area of production and quality control to maintain GMP compliance. Discovery of problems with a product after approval may result in restrictions on a product, manufacturer, or holder of an approved BLA, including withdrawal of the product from the market. In addition, changes to the manufacturing process or facility generally require prior FDA approval before being implemented and other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval. In addition, companies that manufacture or distribute drug or biological products or that hold approved BLAs must comply with other regulatory requirements, including submitting annual reports, reporting information about adverse drug experiences, and maintaining certain records. Newly discovered or developed safety or effectiveness data may require changes to a drug's approved labeling, including the addition of new warnings and contraindications, and also may require the implementation of other risk management measures, including a REMS or the conduct of post-marketing studies to assess a newly-discovered safety issue.

We also must comply with the FDA's and other jurisdiction's advertising and promotion requirements, such as those related to direct-to-consumer advertising and advertising to healthcare professionals, the prohibition on promoting products for uses or in patient populations that are not described in the product's approved labeling (known as "off-label use"), industry-sponsored scientific and educational activities, and promotional activities involving the internet. Discovery of previously unknown problems or the failure to comply with the applicable regulatory requirements may result in restrictions on the marketing of a product or withdrawal of the product from the market as well as possible civil or criminal sanctions. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval, may subject an applicant or manufacturer to administrative or judicial civil or criminal sanctions and adverse publicity. Consequences could include refusal to approve pending applications, withdrawal of an approval, clinical hold, warning or untitled letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, mandated corrective advertising or communications with healthcare professionals, debarment, restitution, disgorgement of profits, or civil or criminal penalties. Any agency or judicial enforcement action could have a material adverse effect on us.

U.S. patent term restoration and marketing exclusivity

Depending upon the timing, duration and specifics of the FDA approval of the use of our product candidates, some of our U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, commonly referred to as the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. However, patent term restoration cannot extend the remaining term of a patent beyond a total of 14 years from the product's approval date. The patent term restoration period is generally one-half the time between the effective date of an IND and the submission date of a BLA plus the time between the submission date of a BLA and the approval of that application. Only one patent applicable to an approved biological product is eligible for the extension and the application for the extension must be submitted prior to the expiration of the patent. The U.S. PTO, in consultation with the FDA, reviews and approves the application for any patent term extension or restoration. In the future, we may intend to apply for restoration of patent term for one of our currently owned or licensed patents to add patent life beyond its current expiration date, depending on the expected length of the clinical studies and other factors involved in the filing of the relevant BLA.

A biological product can obtain pediatric market exclusivity in the United States. Pediatric exclusivity, if granted, adds six months to existing exclusivity periods and patent terms. This six-month exclusivity, which runs from the end of other exclusivity protection or patent term, may be granted based on the voluntary completion of a pediatric study in accordance with an FDA-issued "Written Request" for such a study.

The Patient Protection and Affordable Care Act, or Affordable Care Act, signed into law on March 23, 2010, includes a subtitle called the Biologics Price Competition and Innovation Act of 2009 which created an abbreviated approval pathway for biological products shown to be similar to, or interchangeable with, an FDA-licensed reference biological product. This amendment to the PHS Act attempts to minimize duplicative testing. Biosimilarity, which requires that there be no clinically meaningful differences between the biological product and the reference product in terms of safety, purity, and potency, can be shown through analytical studies, animal studies, and a clinical study or studies. Interchangeability requires that a product is biosimilar to the reference product and the product must demonstrate that it can be expected to produce the same clinical results as the reference product and, for products administered multiple times, the biologic and the reference biologic may be switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic. However, complexities associated with the larger, and often more complex, structure of biological products, as well as the process by which such products are manufactured, pose significant hurdles to implementation that are still being worked out by the FDA.

A reference biologic is granted twelve years of exclusivity from the time of first licensure of the reference product. The first biologic product submitted under the abbreviated approval pathway that is determined to be interchangeable with the reference product has exclusivity against other biologics submitting under the abbreviated approval pathway for the lesser of (i) one year after the first commercial marketing, (ii) 18 months after approval if there is no legal challenge, (iii) 18 months after the resolution in the applicant's favor of a lawsuit challenging the biologics' patents if an application has been submitted, or (iv) 42 months after the application has been approved if a lawsuit is ongoing within the 42-month period.

Fraud and Abuse Laws

In addition to restrictions on marketing of pharmaceutical products, several other types of state/ federal laws and trade association membership codes of conduct have been applied to restrict certain marketing practices in the pharmaceutical industry in recent years. These laws include anti-kickback and false claims statutes. The U.S. federal healthcare program anti-kickback statute prohibits, among other things, knowingly and willfully offering, paying, soliciting or receiving remuneration, directly or indirectly, in cash or in kind, to induce or in return for purchasing, leasing, ordering or arranging for or recommending the purchase, lease or order of any healthcare item or service reimbursable, in whole or in part, under Medicare, Medicaid or other federally financed healthcare programs. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on one hand and prescribers, purchasers, and formulary managers on the other. Although there are a number of statutory exemptions and regulatory safe harbors protecting certain common activities from prosecution, the exemptions and safe harbors are drawn narrowly and practices that involve remuneration to those who prescribe, purchase, or recommend pharmaceutical and biological products, including certain discounts, or engaging healthcare professionals or patients as speakers or consultants, may be subject to scrutiny if they do not fit squarely within the exemption or safe harbor. Our practices may not in all cases meet all of the criteria for safe harbor protection from anti-kickback liability. Moreover, there are no safe harbors for many common practices, such as educational and research grants or patient assistance programs.

The U.S. federal civil False Claims Act prohibits, among other things, any person from knowingly presenting, or causing to be presented, a false or fraudulent claim for payment of government funds, or knowingly making, using, or causing to be made or used, a false record or statement material to an obligation to pay money to the government or knowingly concealing or knowingly and improperly avoiding, decreasing, or concealing an obligation to pay money to the federal government. In recent years, several pharmaceutical and other healthcare companies have faced enforcement actions under the federal False Claims Act for, among other things, allegedly submitting false or misleading pricing information to government health care programs and providing free product to customers with the expectation that the customers would bill federal programs for the product. Other companies have faced enforcement actions for causing false claims to be submitted because of the company's marketing the product for unapproved, and thus non-reimbursable, uses. Federal enforcement agencies also have showed increased interest in pharmaceutical companies' product and patient assistance programs, including reimbursement and co-pay support services, and a number of investigations into these programs have resulted in significant civil and criminal settlements. In addition, the Affordable Care Act amended federal law to provide that the government may assert that a claim including items or services resulting from a violation of the federal anti-kickback statute constitutes a false or fraudulent claim for purposes of the federal civil False Claims Act. Criminal prosecution is possible for making or presenting a false or fictitious or fraudulent claim to the federal government.

The Health Insurance Portability and Accountability Act of 1996, or HIPAA, also created several new federal crimes, including healthcare fraud and false statements relating to healthcare matters. The healthcare fraud statute prohibits knowingly and willfully executing a scheme to defraud any healthcare benefit program, including private third-party payors. The false statements statute prohibits knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services.

The majority of states also have statutes or regulations similar to the federal anti-kickback and false claims laws, which apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor. Several states now require pharmaceutical companies to report expenses relating to the marketing and promotion of pharmaceutical products in those states and to report gifts and payments to individual health care providers in those states. Some of these states also prohibit certain marketing-related activities including the provision of gifts, meals, or other items to certain health care providers. In addition, several states require pharmaceutical companies to implement compliance programs or marketing codes.

The U.S. federal Physician Payment Sunshine Act, being implemented as the Open Payments Program, requires certain manufacturers of drugs, devices, biologics and medical supplies to engage in extensive tracking of payments and other transfers of value to prescribers and teaching hospitals, including physician ownership and investment interests, and public reporting of such data. Pharmaceutical and biological manufacturers with products for which payment is available under Medicare, Medicaid or the State Children's Health Insurance Program are required to track such payments, and must submit a report on or before the 90th day of each calendar year disclosing reportable payments made in the previous calendar year. A number of other countries, states and municipalities have also implemented additional payment tracking and reporting requirements, which if not done correctly may result in additional penalties.

In addition, the U.S. Foreign Corrupt Practices Act, or the FCPA, prohibits corporations and individuals from engaging in certain activities to obtain or retain business or to influence a person working in an official capacity. It is illegal to pay, offer to pay or authorize the payment of anything of value to any official of another country, government staff member, political party or political candidate in an attempt to obtain or retain business or to otherwise influence a person working in that capacity. In many other countries, healthcare professionals who prescribe pharmaceuticals are employed by government entities, and the purchasers of pharmaceuticals are government entities. Our dealings with these prescribers and purchasers may be subject to the FCPA.

Other countries, including a number of EU member states, have laws of similar application, including anti-bribery or anti-corruption laws such as the UK Bribery Act. The UK Bribery Act prohibits giving, offering, or promising bribes to any person, as well as requesting, agreeing to receive, or accepting bribes from any person. Under the UK Bribery Act, a company that carries on a business or part of a business in the United Kingdom may be held liable for bribes given, offered or promised to any person in any country by employees or other persons associated with the company in order to obtain or retain business or a business advantage for the company. Liability under the UK Bribery Act is strict, but a defense of having in place adequate procedures designed to prevent bribery is available.

Because of the breadth of these various fraud and abuse laws, it is possible that some of our business activities could be subject to challenge under one or more of such laws. Such a challenge could have material adverse effects on our business, financial condition and results of operations. In the event governmental authorities conclude that our business practices do not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations, they may impose sanctions under these laws, which are potentially significant and may include civil monetary penalties, damages, exclusion of an entity or individual from participation in government health care programs, criminal fines and imprisonment, as well as the potential curtailment or restructuring of our operations. Even if we are not determined to have violated these laws, government investigations into these issues typically require the expenditure of significant resources and generate negative publicity, which could harm our financial condition and divert the attention of our management from operating our business.

Government regulation outside of the United States

In addition to regulations in the United States, we will be subject to a variety of regulations in other jurisdictions governing, among other things, clinical studies and any commercial sales and distribution of our products. Because biologically sourced raw materials are subject to unique contamination risks, their use may be restricted in some countries.

Whether or not we obtain FDA approval for a product, we must obtain the requisite approvals from regulatory authorities in foreign countries prior to the commencement of clinical studies or marketing of the product in those countries. Certain countries outside of the United States have a similar process that requires the submission of a clinical trial application, or CTA, much like the IND prior to the commencement of human clinical studies. In the European Union, for example, a CTA must be submitted for each clinical trial to each country's national health authority and an independent ethics committee, much like the FDA and the IRB, respectively. Once the CTA is approved in accordance with a country's requirements, the corresponding clinical study may proceed.

The requirements and process governing the conduct of clinical studies, product licensing, pricing and reimbursement vary from country to country. In all cases, the clinical studies are conducted in accordance with GCP and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki.

To obtain regulatory approval of an investigational product under European Union regulatory systems, we must submit a marketing authorization application. The application used to file the BLA in the United States is similar to that required in the European Union, with the exception of, among other things, region-specific document requirements. The EMA has established the Adaptive Pathways pilot program intended to expedite or facilitate either an initial approval of a medicinal product in a well-defined patient subgroup with a high medical need and subsequent iterative expansion of the indication to a larger patient population, or an early regulatory approval (e.g., conditional approval), which is prospectively planned, and where uncertainty is reduced through the collection of post-approval data on a medicinal product's use in patients. The approach builds in regulatory processes already in place within the existing EU legal framework.

The European Union also provides opportunities for market exclusivity. For example, in the European Union, upon receiving marketing authorization, innovative medicinal products generally receive eight years of data exclusivity and an additional two years of market exclusivity. If granted, data exclusivity prevents regulatory authorities in the European Union from referencing the innovator's data to assess a generic or biosimilar application. During the additional two-year period of market exclusivity, a generic or biosimilar marketing authorization can be submitted, and the innovator's data may be referenced, but no generic or biosimilar product can be marketed until the expiration of the market exclusivity. However, there is no guarantee that a product will be considered by the European Union's regulatory authorities to be an innovative medicinal product, and products may not qualify for data exclusivity. Products receiving orphan designation in the European Union can receive ten years of market exclusivity, during which time no similar medicinal product for the same indication may be placed on the market. An orphan product can also obtain an additional two years of market exclusivity in the European Union for pediatric studies. No extension to any supplementary protection certificate can be granted on the basis of pediatric studies for orphan indications.

The criteria for designating an “orphan medicinal product” in the European Union are similar in principle to those in the United States. Under Article 3 of Regulation (EC) 141/2000, a medicinal product may be designated as orphan if (1) it is intended for the diagnosis, prevention or treatment of a life-threatening or chronically debilitating condition; (2) either (a) such condition affects no more than five in 10,000 persons in the European Union when the application is made, or (b) the product, without the benefits derived from orphan status, would not generate sufficient return in the European Union to justify investment; and (3) there exists no satisfactory method of diagnosis, prevention or treatment of such condition authorized for marketing in the European Union, or if such a method exists, the product will be of significant benefit to those affected by the condition, as defined in Regulation (EC) 847/2000. Orphan medicinal products are eligible for financial incentives such as reduction of fees or fee waivers and are, upon grant of a marketing authorization, entitled to ten years of market exclusivity for the approved therapeutic indication. The application for orphan drug designation must be submitted before the application for marketing authorization. The applicant will receive a fee reduction for the marketing authorization application if the orphan drug designation has been granted, but not if the designation is still pending at the time the marketing authorization is submitted. Orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review and approval process.

The 10-year market exclusivity may be reduced to six years if, at the end of the fifth year, it is established that the product no longer meets the criteria for orphan designation, for example, if the product is sufficiently profitable not to justify maintenance of market exclusivity. Additionally, marketing authorization may be granted to a similar product for the same indication at any time if:

- The second applicant can establish that its product, although similar, is safer, more effective or otherwise clinically superior;
- The applicant consents to a second orphan medicinal product application; or
- The applicant cannot supply enough orphan medicinal product.

In the EU, the advertising and promotion of our products will also be subject to EU member states’ laws concerning promotion of medicinal products, interactions with physicians, misleading and comparative advertising and unfair commercial practices, as well as other EU member state legislation that may apply to the advertising and promotion of medicinal products. These laws require that promotional materials and advertising in relation to medicinal products comply with the product’s approved labeling. The off-label promotion of medicinal products is prohibited in the EU. The applicable laws at the EU level and in the individual EU member states also prohibit the direct-to-consumer advertising of prescription-only medicinal products. Violations of the rules governing the promotion of medicinal products in the EU could be penalized by administrative measures, fines and imprisonment. These laws may further limit or restrict communications concerning the advertising and promotion of our products to the general public and may also impose limitations on our promotional activities with healthcare professionals.

Failure to comply with the EU member state laws implementing the Community Code on medicinal products, and EU rules governing the promotion of medicinal products, interactions with physicians, misleading and comparative advertising and unfair commercial practices, with the EU member state laws that apply to the promotion of medicinal products, statutory health insurance, bribery and anti-corruption or with other applicable regulatory requirements can result in enforcement action by the EU member state authorities, which may include any of the following: fines, imprisonment, orders forfeiting products or prohibiting or suspending their supply to the market, or requiring the manufacturer to issue public warnings, or to conduct a product recall.

The national laws of certain EU member states require payments made to physicians to be publicly disclosed. Moreover, the European Federation of Pharmaceutical Industries and Associations, or EFPIA, Code on disclosure of transfers of value from pharmaceutical companies to healthcare professionals and healthcare organizations imposes a general obligation on members of the EFPIA or related national industry bodies to disclose transfers of value to healthcare professionals. In addition, agreements with physicians must often be the subject of prior notification and approval by the physician’s employer, his/her competent professional organization, and/or the competent authorities of the individual EU member states. These requirements are provided in the national laws, industry codes, or professional codes of conduct, applicable in the EU member states.

For other countries outside of the EU, such as countries in Eastern Europe, Central and South America or Asia, the requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. This act could have implications for our interactions with physicians in and outside the UK. In all cases, again, the clinical trials are conducted in accordance with GCP, applicable regulatory requirements, and ethical principles that have their origin in the Declaration of Helsinki.

If we fail to comply with applicable foreign regulatory requirements, we may be subject to, among other things, warning letters or untitled letters, injunctions, civil, administrative, or criminal penalties, monetary fines or imprisonment, suspension or withdrawal of regulatory approvals, suspension of ongoing clinical studies, refusal to approve pending applications or supplements to applications filed by us, suspension or the imposition of restrictions on operations, product recalls, the refusal to permit the import or export of our products or the seizure or detention of products.

Pricing, Coverage and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any drug products for which we obtain regulatory approval. In the United States, sales of any products for which we may receive regulatory approval for commercial sale will depend in part on the availability of reimbursement from third-party payors and/or governments. Third-party payors can include government healthcare systems, managed care providers, private health insurers and other organizations. The process for determining whether a payor will provide coverage for a drug product may be separate from the process for setting the price or reimbursement rate that the payor will pay for the drug product. Third-party payors may limit coverage to specific drug products on an approved list, or formulary, which might not include all of the FDA-approved drugs for a particular indication. Third-party payors may provide coverage, but place stringent limitations on such coverage, such as requiring alternative treatments to be tried first. These third-party payors are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety, efficacy, and overall value. In addition, significant uncertainty exists as to the reimbursement status of newly approved healthcare products. We may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of our products, in addition to incurring the costs required to obtain FDA approvals. Our product candidates may not be considered medically reasonable or necessary or cost-effective. Even if a drug product is covered, a payor's decision to provide coverage for a drug product does not imply that an adequate reimbursement rate will be approved. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development.

Federal, state and local governments in the United States and foreign governments continue to consider legislation to limit the growth of healthcare costs, including the cost of prescription drugs. Specifically, there have been several recent U.S. Congressional inquiries and proposed federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drugs. On January 2, 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers. Future legislation could limit payments for pharmaceuticals such as the drug candidates that we are developing.

Different pricing and reimbursement schemes exist in other countries. In the EU, governments influence the price of drug products through their pricing and reimbursement rules and control of national health care systems that fund a large part of the cost of those products to consumers. Some jurisdictions operate systems under which products may be marketed only after a reimbursement price has been agreed. To obtain reimbursement or pricing approval, some of these countries may require the completion of studies or analyses of clinical trials that compare the cost-effectiveness of a particular product candidate to currently available therapies. Other member states allow companies to set their own prices for medicines, but exert cost controls in other ways, including but not limited to, placing revenue caps on product sales, providing reimbursement for only a subset of eligible patients, mandating price negotiations after a set period of time, or mandating that prices not exceed an average basket of prices in other countries. The downward pressure on health care costs in general, particularly treatments, has become very intense. As a result, increasingly high barriers are being erected to the entry of new products. In addition, European governments may periodically review and decrease prices based on factors, including but not limited to, years-on-market, price in other countries, competitive entry, new clinical data, lack of supporting clinical data, or other factors.

The marketability of any products for which we receive regulatory approval for commercial sale may suffer if the government and third-party payors fail to provide adequate coverage and reimbursement. In addition, the emphasis on managed care in the United States has increased and we expect will continue to exert downward pressure on pharmaceutical pricing. Coverage policies, third-party reimbursement rates and pharmaceutical pricing regulations may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

We have proposed novel payment models, including outcomes-based arrangements with payments over time, to assist with realizing the value and sharing the risk of a potential one-time treatment, such as our LentiGlobin product candidate. While we are engaged in discussions with potential payors, there is no assurance that any payors will adopt these payment models. Even with these payment models, there may be substantial resistance to the cost of our products by payors and the public generally. These payment models may not be sufficient for payors to grant coverage, and if we are unable to obtain adequate coverage for our products, the adoption of our products and access for patients may be limited. In addition, to the extent reimbursement for our products is subject to outcomes-based arrangements, our future revenues from product sales will be more at risk. These factors could affect our ability to successfully commercialize our products and adversely impact our business, financial condition, results of operations and prospects.

Employees

As of January 31, 2019, we had 764 full-time employees, 153 of whom have Ph.D., M.D. or Pharm.D. degrees. Of these full-time employees, 540 employees are engaged in research and development activities and 224 employees are engaged in commercial, finance, legal, business development, human resources, information technology, facilities and other general administrative functions. We have no collective bargaining agreements with our employees and we have not experienced any work stoppages. We consider our relations with our employees to be good.

Corporate Information

We were incorporated in Delaware in April 1992 under the name Genetix Pharmaceuticals, Inc., and subsequently changed our name to bluebird bio, Inc. in September 2010. Our mailing address and executive offices are located at 60 Binney Street, Cambridge, Massachusetts and our telephone number at that address is (339) 499-9300. We maintain an Internet website at the following address: www.bluebirdbio.com. The information on our website is not incorporated by reference in this annual report on Form 10-K or in any other filings we make with the Securities and Exchange Commission, or SEC.

We make available on or through our website certain reports and amendments to those reports that we file with or furnish to the SEC in accordance with the Securities Exchange Act of 1934, as amended. These include our annual reports on Form 10-K, our quarterly reports on Form 10-Q, and our current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. We make this information available on or through our website free of charge as soon as reasonably practicable after we electronically file the information with, or furnish it to, the SEC.

Item 1A. Risk Factors

An investment in shares of our common stock involves a high degree of risk. You should carefully consider the following information about these risks, together with the other information appearing elsewhere in this Annual Report on Form 10-K, including our financial statements and related notes hereto, before deciding to invest in our common stock. The occurrence of any of the following risks could have a material adverse effect on our business, financial condition, results of operations and future growth prospects. In these circumstances, the market price of our common stock could decline, and you may lose all or part of your investment.

Risks related to the development of our product candidates

Our gene therapy product candidates are based on a novel technology, which makes it difficult to predict the time and cost of product candidate development and subsequently obtaining regulatory approval.

We have concentrated our therapeutic product research and development efforts on our gene therapy platform, and our future success depends on the successful development of this therapeutic approach. There can be no assurance that any development problems we experience in the future related to our gene therapy platform will not cause significant delays or unanticipated costs, or that such development problems can be solved. We may also experience delays in developing a sustainable, reproducible and commercial-scale manufacturing process or transferring that process to commercial partners, which may prevent us from completing our clinical studies or commercializing our products on a timely or profitable basis, if at all.

In addition, the clinical study requirements of the U.S. Food and Drug Administration, or FDA, the European Medicines Agency, or EMA, and other regulatory agencies and the criteria these regulators use to determine the safety and efficacy of a product candidate vary substantially according to the type, complexity, novelty and intended use and market of the potential products. The regulatory approval process for novel product candidates such as ours can be more expensive and take longer than for other, better known or more extensively studied pharmaceutical or other product candidates. Currently, a limited number of gene therapy products, including CAR T therapies, have been approved by the FDA, the EMA and the European Commission. Given the few precedents of approved gene therapy products, it is difficult to determine how long it will take or how much it will cost to obtain regulatory approvals for our product candidates in the United States, the EU or other jurisdictions. Approvals by the EMA and the European Commission may not be indicative of what the FDA may require for approval.

Regulatory requirements governing the development of gene therapy products have changed frequently and may continue to change in the future. The FDA has established the Office of Tissues and Advanced Therapies within the CBER, to consolidate the review of gene therapy and related products, and to advise the CBER on its review. The FDA can put an investigational new drug application, or IND, on clinical hold if the information in an IND is not sufficient to assess the risks in pediatric patients. Before a clinical study can begin at any institution, that institution's IRB, and its Institutional Biosafety Committee will have to review the proposed clinical study to assess the safety of the study. Moreover, serious adverse events or developments in clinical trials of gene therapy product candidates conducted by others may cause the FDA or other regulatory bodies to initiate a clinical hold on our clinical trials or otherwise change the requirements for approval of any of our product candidates.

These regulatory review agencies, committees and advisory groups and the new requirements and guidelines they promulgate may lengthen the regulatory review process, require us to perform additional or larger studies, increase our development costs, lead to changes in regulatory positions and interpretations, delay or prevent approval and commercialization of these treatment candidates or lead to significant post-approval studies, limitations or restrictions. As we advance our product candidates, we will be required to consult with these regulatory and advisory groups and comply with applicable requirements and guidelines. If we fail to do so, we may be required to delay or discontinue development of our product candidates. Delay or failure to obtain, or unexpected costs in obtaining, the regulatory approval necessary to bring a potential product to market could decrease our ability to generate sufficient product revenue to maintain our business.

Success in early clinical studies may not be indicative of results obtained in later studies.

Results from previous or ongoing studies are not necessarily predictive of our future clinical study results, and initial or interim results may not continue or be confirmed upon completion of the study. There is limited data concerning long-term safety and efficacy following treatment with our gene therapy and T cell-based product candidates. These data, or other positive data, may not continue or occur for these patients or for any future patients in our ongoing or future clinical studies, and may not be repeated or observed in ongoing or future studies involving our product candidates. For instance, while patients with TDT who have been treated with our LentiGlobin product candidate may experience a reduction or temporary elimination of transfusion support, there can be no assurance that they will not require transfusion support in the future. Similarly, patients with relapsed and refractory multiple myeloma who have been treated with the bb2121 or the bb21217 product candidate may experience disease progression. We have experienced unexpected results in the past, and we may experience unexpected results in the future. For instance, initial results from our clinical studies of LentiGlobin suggested that patients with TDT and non- β^0/β^0 genotypes experienced better outcomes to treatment than patients with TDT and β^0/β^0 genotypes. Consequently, we are seeking conditional approval in the EU, and we expect to seek FDA approval in the United States, of our LentiGlobin product candidate initially for the treatment of patients with TDT and non- β^0/β^0 genotypes. In order to support an application for FDA approval of our LentiGlobin product candidate in patients with TDT and β^0/β^0 genotypes, we initiated the HGB-212 study, but we do not know if or when our LentiGlobin product candidate may be commercially available to patients with all genotypes. Furthermore, our product candidates may also fail to show the desired safety and efficacy in later stages of clinical development despite having successfully advanced through initial clinical studies. There can be no assurance that any of these studies will ultimately be successful or support further clinical advancement or regulatory approval of our product candidates.

There is a high failure rate for drugs and biologics proceeding through clinical studies. A number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in later stage clinical studies even after achieving promising results in earlier stage clinical studies. Data obtained from preclinical and clinical activities are subject to varying interpretations, which may delay, limit or prevent regulatory approval. In addition, regulatory delays or rejections may be encountered as a result of many factors, including changes in regulatory policy during the period of product development.

Even if we complete the necessary preclinical and clinical studies, we cannot predict when or if we will obtain regulatory approval to commercialize a product candidate or the approval may be for a more narrow indication than we expect.

We cannot commercialize a product until the appropriate regulatory authorities have reviewed and approved the product candidate. Even if our product candidates demonstrate safety and efficacy in clinical studies, the regulatory agencies may not complete their review processes in a timely manner, or we may not be able to obtain regulatory approval. Additional delays may result if an FDA Advisory Committee or other regulatory advisory group or authority recommends non-approval or restrictions on approval. In addition, we may experience delays or rejections based upon additional government regulation from future legislation or administrative action, or changes in regulatory agency policy during the period of product development, clinical studies and the review process. Regulatory agencies also may approve a treatment candidate for fewer or more limited indications than requested or may grant approval subject to the performance of post-marketing studies. In addition, regulatory agencies may not approve the labeling claims that are necessary or desirable for the successful commercialization of our treatment candidates. For example, the development of our product candidates for pediatric use is an important part of our current business strategy, and if we are unable to obtain regulatory approval for the desired age ranges, our business may suffer.

In October 2018, we announced that the EMA accepted the submission of our MAA of our LentiGlobin product candidate for the treatment of adult and adolescent patients with TDT and non- β^0/β^0 genotypes. Whether our LentiGlobin product candidate is eligible for conditional approval will ultimately be determined at the discretion of the EMA and European Commission, and will be dependent upon the data available, which may not be sufficiently robust from a safety and/or efficacy perspective to support conditional approval. The EMA may require that we conduct additional or larger clinical trials before our LentiGlobin product candidate is eligible for approval. Even if conditional approval is obtained, the conditions to be imposed on us under this program are unknown and will be imposed at the time of any such conditional approval.

In general, the FDA requires the successful completion of two pivotal trials to support approval of a BLA, but in certain circumstances, will approve a BLA based on only one pivotal trial. If successful, we believe the results from our ongoing Northstar-2 study, together with data from our Northstar study and ongoing HGB-205 study, could be sufficient to form the basis for a BLA submission for our LentiGlobin product candidate to treat adult and adolescent patients with TDT and non- β^0/β^0 genotypes. In addition, if successful, we believe the results from our Northstar-3 study, together with data from our Northstar study and ongoing Northstar-2 study, could be sufficient to form the basis for a BLA supplement submission for our LentiGlobin product candidate to treat patients with TDT and β^0/β^0 genotypes. However, it should be noted that our ability to submit and obtain approval of a BLA is ultimately an FDA review decision, which will be dependent upon the data available at such time, and the available data may not be sufficiently robust from a safety and/or efficacy perspective to support the submission or approval of a BLA. Depending on the outcome of these ongoing clinical studies, the FDA may require that we conduct additional or larger pivotal trials before we can submit or obtain approval for a BLA for our LentiGlobin product candidate for the treatment of TDT.

Based on our discussions with the FDA and EMA, we believe that we may be able to seek approval for our Lenti-D product candidate for the treatment of patients with CALD on the basis of the clinical data from our ongoing Starbeam study, and the ongoing ALD-103 observational study. Our regulatory submission plans are contingent upon our Lenti-D product candidate demonstrating sufficient efficacy and safety in the Starbeam study. Whether our Lenti-D product candidate is eligible for approval will ultimately be determined at the discretion of the FDA and EMA, and will be dependent upon the data available at such time, and the available data may not be sufficiently robust from a safety and/or efficacy perspective to support approval. Depending on the outcome of our ongoing studies, the FDA in the United States and EMA and European Commission in the EU may require that we conduct additional or larger clinical trials before our Lenti-D product candidate is eligible for approval.

In the development of our LentiGlobin product candidate for the treatment of patients with SCD, we are exploring efficacy endpoints based on β A-T87Q expression and total hemoglobin, and the relationship such endpoints have with clinical outcomes. Our development plans in the United States are contingent upon our LentiGlobin product candidate demonstrating sufficient efficacy and safety in the ongoing HGB-206 study and planned HGB-210 study. Whether our LentiGlobin product candidate is eligible for approval will ultimately be determined at the discretion of the FDA and will be dependent upon the data available at such time, and the available data may not be sufficiently robust from a safety and/or efficacy perspective to support approval. For instance, the FDA may not accept β A-T87Q expression and total hemoglobin as surrogate endpoints for other SCD clinical outcomes such as frequency of vaso-occlusive events. Depending on the outcome of our ongoing and planned studies, the FDA may require that we conduct additional or larger clinical trials before our LentiGlobin product candidate is eligible for approval for the treatment of patients with SCD. In addition, we are engaged with the EMA in discussions regarding our proposed development plans for LentiGlobin in SCD in Europe, and we cannot be certain that our HGB-206 study and planned HGB-210 study will be sufficient to form the basis for an initial MAA submission in Europe for the treatment of patients with SCD.

We may encounter substantial delays in our clinical studies or we may fail to demonstrate safety and efficacy to the satisfaction of applicable regulatory authorities.

Before obtaining marketing approval from regulatory authorities for the sale of our product candidates, we must conduct extensive clinical studies to demonstrate the safety, purity and potency, or efficacy, of the product candidates in humans. Clinical testing is expensive, time-consuming and uncertain as to outcome. We cannot guarantee that any clinical studies will be conducted as planned or completed on schedule, if at all. A failure of one or more clinical studies can occur at any stage of testing. Events that may prevent successful or timely completion of clinical development include:

- delays in reaching a consensus with regulatory agencies on study design;
- delays in obtaining required IRB or Institutional Ethics Committee approval at each clinical study site;
- imposition of a clinical hold by regulatory agencies, after an inspection of our clinical study operations or study sites or due to unforeseen safety issues;
- failure by our CROs, other third parties or us to adhere to clinical study requirements;
- failure to perform in accordance with the FDA's good clinical practices, or GCP, or applicable regulatory requirements in other countries;
- delays in the testing, validation, manufacturing and delivery of our product candidates to the clinical sites;
- failure to obtain sufficient cells from patients to manufacture enough drug product or achieve target cell doses;
- delays in having patients complete participation in a study or return for post-treatment follow-up;

- clinical study sites or patients dropping out of a study;
- occurrence of serious adverse events associated with the product candidate that are viewed to outweigh its potential benefits; or
- changes in regulatory requirements and guidance that require amending or submitting new clinical protocols.

Furthermore, identifying and qualifying patients to participate in clinical studies of our product candidates is critical to our success. The timing of our clinical studies depends on the speed at which we can recruit eligible patients to participate in testing our product candidates. We may not be able to identify, recruit and enroll a sufficient number of patients, or those with required or desired characteristics to achieve diversity in a study, to complete our clinical studies in a timely manner. The conditions for which we plan to evaluate our current product candidates in severe genetic diseases are rare disorders with limited patient pools from which to draw for clinical studies. The eligibility criteria of our clinical studies will further limit the pool of available study participants, and the process of finding and diagnosing patients may prove costly. Patients may be unwilling to participate in our studies because of negative publicity from adverse events in the biotechnology or gene therapy industries or for other reasons, including competitive clinical studies for similar patient populations. We have experienced delays in some of our clinical studies in the past, and we may experience similar delays in the future.

Any inability to successfully complete preclinical and clinical development could result in additional costs to us or impair our ability to generate revenues from product sales, regulatory and commercialization milestones and royalties. In addition, if we make manufacturing or formulation changes to our product candidates, we may need to conduct additional studies to demonstrate comparability of our modified product candidates to earlier versions.

Clinical study delays could also shorten any periods during which we may have the exclusive right to commercialize our product candidates or allow our competitors to bring products to market before we do, which could impair our ability to successfully commercialize our product candidates and may harm our business and results of operations.

If the results of our clinical studies are inconclusive or if there are safety concerns or adverse events associated with our product candidates, we may:

- be delayed in obtaining regulatory approval for our product candidates, if at all;
- obtain approval for indications or patient populations that are not as broad as intended or desired;
- obtain approval with labeling that includes significant use or distribution restrictions or safety warnings;
- be required to perform additional clinical studies or clinical studies of longer duration to support approval or be subject to additional post-marketing testing requirements;
- have regulatory authorities withdraw their approval of the product or impose restrictions on its use;
- be subject to the addition of labeling statements, such as warnings or contraindications;
- be sued; or
- experience damage to our reputation.

Treatment with our gene therapy product candidates involves chemotherapy and myeloablative treatments, which can cause side effects or adverse events that are unrelated to our product candidates, but may still impact the perception of the potential benefits of our product candidates and the success of our clinical studies. Additionally, our product candidates could potentially cause other adverse events that have not yet been predicted. The inclusion of critically ill patients in our clinical studies may result in deaths or other adverse medical events due to other therapies or medications that such patients may be using, or the progression of their disease. As described above, any of these events could prevent us from achieving or maintaining market acceptance of our product candidates and impair our ability to commercialize our products.

In previous clinical studies involving viral vectors for gene therapy, some subjects experienced serious adverse events, including the development of leukemia due to vector-related insertional oncogenesis. If our vectors demonstrate a similar effect, we may be required to halt or delay further clinical development of our product candidates.

A significant risk in any gene therapy product based on viral vectors is that the vector will insert in or near cancer-causing oncogenes leading to uncontrolled clonal proliferation of mature cancer cells in the patient. In published studies, lentiviral vectors have demonstrated an improved safety profile over gamma-retroviral vectors used in early gene therapy studies, with no disclosed events of gene therapy-related adverse events, which we believe is due to a number of factors including the tendency of these vectors to integrate within genes rather than in areas that control gene expression, as well as their lack of strong viral enhancers. However, it should be noted that in a phase 1/2 study of HPV569, which utilized an earlier generation lentiviral vector of our LentiGlobin vector, we initially observed in one subject that a disproportionate number of the cells expressing our functional gene had the same insertion site. Tests showed that this partial clonal dominance contained an insertion of the functional gene in the HMGA2 gene that persisted for a period of two to three years. Although there was some initial concern that the observed clonal dominance might represent a pre-leukemic event, there have been no adverse clinical consequences of this event, or any signs of cancer, in over seven years since the observation was made. The presence of the HMGA2 clone has steadily declined in this subject over time to the point that it is no longer the most common clone observed in this subject.

Notwithstanding the historical data regarding the potential safety improvements of lentiviral vectors, the risk of insertional oncogenesis remains a significant concern for gene therapy and we cannot assure that it will not occur in any of our ongoing or planned clinical studies. There is also the potential risk of delayed adverse events following exposure to gene therapy products due to persistent biological activity of the genetic material or other components of products used to carry the genetic material. The FDA has stated that lentiviral vectors possess characteristics that may pose high risks of delayed adverse events. If any such adverse events occur, further advancement of our clinical studies could be halted or delayed, which would have a material adverse effect on our business and operations.

Patients receiving T cell-based immunotherapies such as our oncology product candidates bb2121 and bb21217, may experience serious adverse events, including neurotoxicity and cytokine release syndrome. If our product candidates are revealed to have high and unacceptable severity and/or prevalence of side effects or unexpected characteristics, their clinical development, regulatory approval, and commercial potential will be negatively impacted, which will significantly harm our business, financial condition and prospects.

The bb2121 and bb21217 product candidates are chimeric antigen receptor, or CAR, T cell-based immunotherapies. In previous and ongoing clinical studies involving CAR T cell products, including those involving the bb2121 and bb21217 product candidates, patients experienced side effects such as neurotoxicity and cytokine release syndrome. There have been life threatening events related to severe neurotoxicity and cytokine release syndrome, requiring intense medical intervention such as intubation or pressor support, and in several cases, resulted in death. Severe neurotoxicity is a condition that is currently defined clinically by cerebral edema, confusion, drowsiness, speech impairment, tremors, seizures, or other central nervous system side effects, when such side effects are serious enough to lead to intensive care. In some cases, severe neurotoxicity was thought to be associated with the use of certain lymphodepletion regimens used prior to the administration of the CAR T cell products. Cytokine release syndrome is a condition that is currently defined clinically by certain symptoms related to the release of cytokines, which can include fever, chills, low blood pressure, when such side effects are serious enough to lead to intensive care with mechanical ventilation or significant vasopressor support. The exact cause or causes of cytokine release syndrome and severe neurotoxicity in connection with treatment of CAR T cell products is not fully understood at this time. In addition, patients have experienced other adverse events in these studies, such as a reduction in the number of blood cells (in the form of neutropenia, thrombocytopenia, anemia or other cytopenias), febrile neutropenia, chemical laboratory abnormalities (including elevated liver enzymes), and renal failure.

Undesirable side effects caused by the bb2121 or bb21217 product candidate, other CAR T product candidates targeting BCMA, or our other T cell-based immunotherapy product candidates, could cause us or regulatory authorities to interrupt, delay or halt clinical studies and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or other comparable foreign regulatory authorities. In some cases, side effects such as neurotoxicity or cytokine release syndrome has resulted in clinical holds of ongoing clinical trials and/or discontinuation of the development of the product candidate. Results of our studies could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics. Treatment-related side effects could also affect patient recruitment or the ability of enrolled patients to complete the studies or result in potential product liability claims. In addition, these side effects may not be appropriately recognized or managed by the treating medical staff, as toxicities resulting from T cell-based immunotherapies are not normally encountered in the general patient population and by medical personnel. Medical personnel may need additional training regarding T cell-based immunotherapy product candidates to understand their side effects. Inadequate training in recognizing or failure to effectively manage the potential side effects of T cell-based immunotherapy product candidates could result in patient deaths. Any of these occurrences may harm our business, financial condition and prospects significantly.

Even if we obtain regulatory approval for a product candidate, our products will remain subject to regulatory scrutiny.

Even if we obtain regulatory approval in a jurisdiction, the regulatory authority may still impose significant restrictions on the indicated uses or marketing of our product candidates, or impose ongoing requirements for potentially costly post-approval studies, post-market surveillance or patient or drug restrictions. For example, the FDA typically advises that patients treated with gene therapy undergo follow-up observations for potential adverse events for a 15-year period. Additionally, the holder of an approved BLA is obligated to monitor and report adverse events and any failure of a product to meet the specifications in the BLA. The holder of an approved BLA must also submit new or supplemental applications and obtain FDA approval for certain changes to the approved product, product labeling or manufacturing process. Advertising and promotional materials must comply with FDA rules and are subject to FDA review, in addition to other potentially applicable federal and state laws.

In addition, product manufacturers and their facilities are subject to payment of user fees and continual review and periodic inspections by the FDA and other regulatory authorities for compliance with good manufacturing practices, or GMP, and adherence to commitments made in the BLA. If we or a regulatory agency discovers previously unknown problems with a product such as adverse events of unanticipated severity or frequency, or problems with the facility where the product is manufactured, a regulatory agency may impose restrictions relative to that product or the manufacturing facility, including requiring recall or withdrawal of the product from the market or suspension of manufacturing.

If we fail to comply with applicable regulatory requirements following approval of any of our product candidates, a regulatory agency may:

- issue a warning letter asserting that we are in violation of the law;
- seek an injunction or impose civil or criminal penalties or monetary fines;
- suspend or withdraw regulatory approval;
- suspend any ongoing clinical studies;
- refuse to approve a pending marketing application, such as a BLA or supplements to a BLA submitted by us;
- seize product; or
- refuse to allow us to enter into supply contracts, including government contracts.

Any government investigation of alleged violations of law could require us to expend significant time and resources in response and could generate negative publicity. The occurrence of any event or penalty described above may inhibit our ability to commercialize our product candidates and generate revenues.

The United Kingdom's decision to withdraw from the European Union could result in increased regulatory and legal complexity, which may make it more difficult for us to do business in Europe and impose additional challenges in securing regulatory approval of our product candidates in Europe.

Negotiations for the United Kingdom's exit from the EU, or Brexit, has caused political and economic uncertainty, including in the regulatory framework applicable to our operations and potential products, and this uncertainty may persist for years. Brexit could, among other outcomes, disrupt the free movement of goods, services and people between the United Kingdom and the EU, and result in increased legal and regulatory complexities, as well as potential higher costs of conducting business in Europe. For instance, preparations for Brexit has resulted in the decision to move the EMA from the United Kingdom to the Netherlands, with operations currently scheduled to begin in the Netherlands by March 2019. This transition may cause disruption or delays in granting clinical trial authorization or opinions for marketing authorization, disruption of importation and export of active substance and other components of new drug formulations, and disruption of the supply chain for clinical trial product and final authorized formulations.

The cumulative effects of the disruption to the regulatory framework may add considerably to the development lead time to marketing authorization and commercialization of products in the European Union and/or the United Kingdom. It is possible that there will be increased regulatory complexities which can disrupt the timing of our clinical trials and regulatory approvals. In addition, changes in, and legal uncertainty with regard to, national and international laws and regulations may present difficulties for our clinical and regulatory strategy. Any delay in obtaining, or an inability to obtain, any marketing approvals, as a result of Brexit or otherwise, would prevent us from commercializing our product candidates in the United Kingdom and/or the European Union and restrict our ability to generate revenues and achieve and sustain profitability. In particular, we cannot predict whether, or the extent to which, Brexit will affect the timing for the potential commercial launch of our LentiGlobin product candidate in Europe in 2019.

In addition, as a result of Brexit, other European countries may seek to conduct referenda with respect to their continuing membership with the European Union. Given these possibilities and others we may not anticipate, as well as the absence of comparable precedent, it is unclear what financial, regulatory and legal implications the withdrawal of the United Kingdom from the European Union would have and how such withdrawal would affect us, and the full extent to which our business could be adversely affected.

Risks related to our reliance on third parties

We expect to rely on third parties to conduct some or all aspects of our lentiviral vector production, drug product manufacturing, research and preclinical and clinical testing, and these third parties may not perform satisfactorily.

We do not expect to independently conduct all aspects of our lentiviral vector production, drug product manufacturing, research and preclinical and clinical testing. We currently rely, and expect to continue to rely, on third parties with respect to these items. In some cases these third parties are academic, research or similar institutions that may not apply the same quality control protocols utilized in certain commercial settings.

Our reliance on these third parties for research and development activities will reduce our control over these activities but will not relieve us of our responsibility to ensure compliance with all required regulations and study protocols. For example, for product candidates that we develop and commercialize on our own, we will remain responsible for ensuring that each of our IND-enabling studies and clinical studies are conducted in accordance with the study plan and protocols, and that our lentiviral vectors and drug products are manufactured in accordance with GMP as applied in the relevant jurisdictions.

If these third parties do not successfully carry out their contractual duties, meet expected deadlines, conduct our studies in accordance with regulatory requirements or our stated study plans and protocols, or manufacture our lentiviral vectors and drug products in accordance with GMP, we will not be able to complete, or may be delayed in completing, the preclinical and clinical studies and manufacturing process validation activities required to support future IND, MAA and BLA submissions and approval of our product candidates. Many of our agreements with these third parties contain termination provisions that allow these third parties to terminate their relationships with us at any time. If we need to enter into alternative arrangements, our product development and commercialization activities could be delayed.

Reliance on third-party manufacturers entails risks to which we would not be subject if we manufactured the product candidates ourselves, including:

- the inability to negotiate manufacturing agreements with third parties under commercially reasonable terms;
- reduced control as a result of using third-party manufacturers for all aspects of manufacturing activities;
- the risk that these activities are not conducted in accordance with our study plans and protocols;
- termination or nonrenewal of manufacturing agreements with third parties in a manner or at a time that is costly or damaging to us; and
- disruptions to the operations of our third-party manufacturers or suppliers caused by conditions unrelated to our business or operations, including the bankruptcy of the manufacturer or supplier.

We may be forced to manufacture lentiviral vector and drug product candidates ourselves, for which we may not have the capabilities or resources, or enter into an agreement with a different manufacturer, which we may not be able to do on reasonable terms, if at all. In some cases, the technical skills required to manufacture our lentiviral vector or drug product candidates may be unique or proprietary to the original manufacturer, and we may have difficulty or there may be contractual restrictions prohibiting us from, transferring such skills to a back-up or alternate supplier, or we may be unable to transfer such skills at all. Any of these events could lead to clinical study delays or failure to obtain regulatory approval, or impact our ability to successfully commercialize future products. Some of these events could be the basis for FDA action, including injunction, recall, seizure or total or partial suspension of production.

We and our contract manufacturers are subject to significant regulation with respect to manufacturing our products. The manufacturing facilities on which we rely may not continue to meet regulatory requirements and have limited capacity.

All entities involved in the preparation of therapeutics for clinical studies or commercial sale, including our existing contract manufacturers for our product candidates, are subject to extensive regulation. Some components of a finished therapeutic product approved for commercial sale or used in late-stage clinical studies must be manufactured in accordance with GMP. These regulations govern manufacturing processes and procedures (including record keeping) and the implementation and operation of quality systems to control and assure the quality of investigational products and products approved for sale. Poor control of production processes can lead to the introduction of adventitious agents or other contaminants, or to inadvertent changes in the properties or stability of our product candidates that may not be detectable in final product testing. We or our contract manufacturers must supply all necessary documentation in support of a BLA or MAA on a timely basis and where required, must adhere to the FDA's or other regulator's good laboratory practices, or GLP, and GMP regulations enforced by the FDA or other regulator through facilities inspection programs. Some of our contract manufacturers have not produced a commercially-approved product and therefore have not obtained the requisite FDA or other regulatory approvals to do so. Our facilities and quality systems and the facilities and quality systems of some or all of our third-party contractors must pass a pre-approval inspection for compliance with the applicable regulations as a condition of regulatory approval of our product candidates or any of our other potential products. In addition, the regulatory authorities may, at any time, audit or inspect a manufacturing facility involved with the preparation of our product candidates or our other potential products or the associated quality systems for compliance with the regulations applicable to the activities being conducted. If these facilities do not pass a pre-approval plant inspection, FDA or other regulatory approval of the products will not be granted.

The regulatory authorities also may, at any time following approval of a product for sale, audit the manufacturing facilities of our third-party contractors. If any such inspection or audit identifies a failure to comply with applicable regulations or if a violation of our product specifications or applicable regulations occurs independent of such an inspection or audit, we or the relevant regulatory authority may require remedial measures that may be costly and/or time-consuming for us or a third party to implement and that may include the temporary or permanent suspension of a clinical study or commercial sales or the temporary or permanent closure of a facility. Any such remedial measures imposed upon us or third parties with whom we contract could materially harm our business.

If we or any of our third-party manufacturers fail to maintain regulatory compliance, the FDA or other regulators can impose regulatory sanctions including, among other things, refusal to approve a pending application for a biologic product, or revocation of a pre-existing approval. As a result, our business, financial condition and results of operations may be materially harmed.

Additionally, if supply from one approved manufacturer is interrupted, there could be a significant disruption in commercial supply. The number of manufacturers with the necessary manufacturing capabilities is limited. In addition, an alternative manufacturer would need to be qualified through a BLA supplement or similar regulatory submission which could result in further delay. The regulatory agencies may also require additional studies if a new manufacturer is relied upon for commercial production. Switching manufacturers may involve substantial costs and is likely to result in a delay in our desired clinical and commercial timelines.

These factors could cause the delay of clinical studies, regulatory submissions, required approvals or commercialization of our product candidates, cause us to incur higher costs and prevent us from commercializing our products successfully. Furthermore, if our suppliers fail to meet contractual requirements, and we are unable to secure one or more replacement suppliers capable of production at a substantially equivalent cost, our clinical studies may be delayed or we could lose potential revenues.

We are dependent on Celgene for the successful development and commercialization of bb2121 and bb21217. If Celgene does not devote sufficient resources to the development of bb2121 and bb21217, is unsuccessful in its efforts, or chooses to terminate its agreements with us, our business will be materially harmed.

We are co-developing and co-promoting the bb2121 product candidate in the United States with Celgene under our amended and restated co-development and co-promotion agreement with Celgene, or the bb2121 CCPS. Under the bb2121 CCPS, we and Celgene share the obligation to develop and commercialize the bb2121 product candidate in the United States, and we will be solely dependent on Celgene to develop and commercialize bb2121 outside of the United States.

In addition, we have exclusively licensed to Celgene the right to develop and commercialize the bb21217 product candidate, and we retain an option to co-develop and co-promote bb21217 in the United States under our license agreement with Celgene. With respect to bb21217, we are responsible for completing the ongoing CRB-402 study, but Celgene is responsible for further clinical development and commercialization costs, unless we choose to exercise our option to co-develop and co-promote bb21217 in the United States. If we exercise our option to co-develop and co-promote bb21217 in the United States, we and Celgene will share the obligation to develop and commercialize bb21217 in the United States, and we will be solely dependent on Celgene to develop and commercialize bb21217 outside of the United States.

In our partnership with Celgene, Celgene is obligated to use commercially reasonable efforts to develop and commercialize bb2121 and bb21217. Celgene may determine however, that it is commercially reasonable to de-prioritize or discontinue the development of bb2121 and bb21217. These outcomes may occur for many reasons, including internal business reasons (including due to the existence of other Celgene programs that are potentially competitive with bb2121 and bb21217), results from clinical trials or because of unfavorable regulatory feedback. Further, on review of the safety and efficacy data, the FDA may impose requirements on the clinical trial program that render such a program commercially nonviable. In addition, under our agreements with Celgene, Celgene has certain decision-making rights in determining the development and commercialization plans and activities for that product candidate. We may disagree with Celgene about the development strategy it employs, but we will have limited rights to impose our development strategy on Celgene. Similarly, Celgene may decide to seek regulatory approval for, and limit commercialization of, bb2121 or bb21217 to narrower indications than we would pursue. More broadly, if Celgene elects to discontinue the development of bb2121 or bb21217, we may be unable to advance the product candidate ourselves. We would also be prevented from developing or commercializing another CAR T cell-based product candidate that targets BCMA outside of our collaboration with Celgene.

This partnership may not be scientifically or commercially successful for us due to a number of important factors, including the following:

- Celgene has wide discretion in determining the efforts and resources that it will apply to its partnership with us. The timing and amount of any development milestones, and downstream commercial profits, milestones and royalties that we may receive under such partnership will depend on, among other things, Celgene's efforts, allocation of resources and successful development and commercialization of bb2121, bb21217 and other product candidates that are the subject of its collaboration with us.
- Celgene may develop and commercialize, either alone or with others, products that are similar to or competitive with bb2121, bb21217 and other product candidates that are the subject of its collaboration with us. For example, Celgene is currently commercializing certain of its existing products, including lenalidomide and pomalidomide, for certain patients with relapsed and refractory multiple myeloma and is also developing JCAR-H125, another CAR-T product candidate targeting BCMA that it obtained through its acquisition of Juno Therapeutics, Inc. in March 2018.
- Celgene may terminate its partnership with us without cause and for circumstances outside of our control, which could make it difficult for us to attract new strategic partners or adversely affect how we are perceived in scientific and financial communities.
- Celgene may develop or commercialize our product candidates in such a way as to elicit litigation that could jeopardize or invalidate our intellectual property rights or expose us to potential liability.
- Celgene may not comply with all applicable regulatory requirements, or may fail to report safety data in accordance with all applicable regulatory requirements.
- If Celgene were to breach its arrangements with us, we may need to enforce our right to terminate the agreement in legal proceedings, which could be costly and cause delay in our ability to receive rights back to the relevant product candidates. If we were to terminate an agreement with Celgene due to Celgene's breach or Celgene terminated the agreement without cause, the development and commercialization of bb2121 or bb21217 product candidates that are the subject of its collaboration with us could be delayed, curtailed or terminated because we may not have sufficient financial resources or capabilities to continue development and commercialization of these product candidates on our own if we choose not to, or are unable to, enter into a new collaboration for these product candidates.

Celgene may enter into one or more transactions with third parties, including a merger, consolidation, reorganization, sale of substantial assets, sale of substantial stock or other change in control, which could divert the attention of its management and adversely affect Celgene's ability to retain and motivate key personnel who are important to the continued development of the programs under the strategic partnership with us. In addition, the third-party to any such transaction could determine to reprioritize Celgene's development programs such that Celgene ceases to diligently pursue the development of our programs and/or cause the respective collaboration with us to terminate. In January 2019, Celgene announced that it has entered into a definitive merger agreement under which Bristol-Myers Squibb Company, or BMS, will acquire Celgene, and that the transaction is expected to be completed in the third quarter of 2019. The acquisition of Celgene by BMS may result in organizational and personnel changes, shifts in business focus or other developments that may have a material adverse effect on our collaboration with Celgene. There is no guarantee that BMS will place the same emphasis on the collaboration or on the development and commercialization of the bb2121 or bb21217 product candidates.

We expect to rely on third parties to conduct, supervise and monitor our clinical studies, and if these third parties perform in an unsatisfactory manner, it may harm our business.

We expect to rely on CROs and clinical study sites to ensure our clinical studies are conducted properly and on time. While we will have agreements governing their activities, we will have limited influence over their actual performance. We will control only certain aspects of our CROs' activities. Nevertheless, we will be responsible for ensuring that each of our clinical studies is conducted in accordance with the applicable protocol, legal, regulatory and scientific standards, and our reliance on the CROs does not relieve us of our regulatory responsibilities.

We and our CROs are required to comply with the FDA's GCPs for conducting, recording and reporting the results of clinical studies to assure that the data and reported results are credible and accurate and that the rights, integrity and confidentiality of clinical study participants are protected. If we or our CROs fail to comply with applicable GCPs, the clinical data generated in our future clinical studies may be deemed unreliable and the FDA may require us to perform additional clinical studies before approving any marketing applications.

If our CROs do not successfully carry out their contractual duties or obligations, fail to meet expected deadlines, or if the quality or accuracy of the clinical data they obtain is compromised due to the failure to adhere to our clinical protocols or regulatory requirements, or for any other reasons, our clinical studies may be extended, delayed or terminated, and we may not be able to obtain regulatory approval for, or successfully commercialize our product candidates. As a result, our financial results and the commercial prospects for our product candidates would be harmed, our costs could increase, and our ability to generate revenues could be delayed.

Our reliance on third parties requires us to share our trade secrets, which increases the possibility that a competitor will discover them or that our trade secrets will be misappropriated or disclosed.

Because we rely on third parties to manufacture our vectors and our product candidates, and because we collaborate with various organizations and academic institutions on the advancement of our gene therapy platform, we must, at times, share trade secrets with them. We seek to protect our proprietary technology in part by entering into confidentiality agreements and, if applicable, material transfer agreements, collaborative research agreements, consulting agreements or other similar agreements with our collaborators, advisors, employees and consultants prior to beginning research or disclosing proprietary information. These agreements typically limit the rights of the third parties to use or disclose our confidential information, such as trade secrets. Despite the contractual provisions employed when working with third parties, the need to share trade secrets and other confidential information increases the risk that such trade secrets become known by our competitors, are inadvertently incorporated into the technology of others, or are disclosed or used in violation of these agreements. Given that our proprietary position is based, in part, on our know-how and trade secrets, a competitor's discovery of our trade secrets or other unauthorized use or disclosure would impair our competitive position and may have a material adverse effect on our business.

In addition, these agreements typically restrict the ability of our collaborators, advisors, employees and consultants to publish data potentially relating to our trade secrets. Our academic collaborators typically have rights to publish data, provided that we are notified in advance and may delay publication for a specified time in order to secure our intellectual property rights arising from the collaboration. In other cases, publication rights are controlled exclusively by us, although in some cases we may share these rights with other parties. We also conduct joint research and development programs that may require us to share trade secrets under the terms of our research and development partnerships or similar agreements. Despite our efforts to protect our trade secrets, our competitors may discover our trade secrets, either through breach of these agreements, independent development or publication of information including our trade secrets in cases where we do not have proprietary or otherwise protected rights at the time of publication. A competitor's discovery of our trade secrets would impair our competitive position and have an adverse impact on our business.

Risks related to our financial condition and capital requirements

We have incurred significant losses since our inception and anticipate that we will continue to incur significant losses for the foreseeable future.

We are a clinical-stage biotechnology company, and we have incurred net losses in each year since our inception in 1992, including net losses of \$555.6 million for the year ended December 31, 2018. As of December 31, 2018, we had an accumulated deficit of \$1.5 billion. The amount of our future net losses will depend, in part, on the rate of our future expenditures and our ability to generate revenues. We have devoted significant financial resources to research and development, including our clinical and preclinical development activities, which we expect to continue for the foreseeable future. To date, we have financed our operations primarily through the sale of equity securities and, to a lesser extent, through collaboration agreements and grants from governmental agencies and charitable foundations. We do not expect to generate any product revenues until the second half of 2019, assuming we receive marketing approval for LentiGlobin in the EU. Even if we obtain regulatory approval to market a product candidate, our future revenues will depend upon the size of any markets in which our product candidates have received approval, and our ability to achieve sufficient market acceptance, reimbursement from third-party payors and adequate market share for our product candidates in those markets. In addition, to the extent payment for our products is subject to outcomes-based arrangements, our future cash collection and revenues from product sales will be at risk.

We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. We anticipate that our expenses will increase substantially if and as we:

- continue our research and preclinical and clinical development of our product candidates, including the bb2121 product candidate that we are co-developing with Celgene;
- establish capabilities to support our planned commercialization efforts, including establishing a sales, marketing and distribution infrastructure in the United States and Europe, and commercialize any products for which we may obtain marketing approval;
- obtain, build and expand manufacturing capacity, including capacity at third-party manufacturers and our own manufacturing facility;
- initiate additional research, preclinical, clinical or other programs as we seek to identify and validate additional product candidates;
- acquire or in-license other product candidates and technologies;
- maintain, protect and expand our intellectual property portfolio;
- attract and retain skilled personnel; and
- experience any delays or encounter issues with any of the above.

The net losses we incur may fluctuate significantly from quarter to quarter and year to year, such that a period-to-period comparison of our results of operations may not be a good indication of our future performance. In any particular quarter or quarters, our operating results could be below the expectations of securities analysts or investors, which could cause our stock price to decline.

We have never generated any revenue from product sales and may never be profitable.

Our ability to generate revenues and achieve profitability depends on our ability, alone or with strategic collaboration partners, to successfully complete the development of, and obtain the regulatory, pricing and reimbursement approvals necessary to commercialize our product candidates. Our ability to generate future revenues from product sales depends heavily on our success in:

- completing research and preclinical and clinical development of our product candidates;
- seeking and obtaining regulatory and marketing approvals for product candidates for which we complete clinical studies;
- developing a sustainable, commercial-scale, reproducible, and transferable manufacturing process for our vectors and product candidates;
- establishing and maintaining supply and manufacturing relationships with third parties that can provide adequate (in amount and quality) products and services to support clinical development and commercial demand for our product candidates, if approved;
- launching and commercializing product candidates for which we obtain regulatory and marketing approval, either by collaborating with a partner or, if launched independently, by establishing a field-based team, marketing and distribution infrastructure;
- obtaining sufficient pricing and reimbursement for our product candidates from private and governmental payors;
- obtaining market acceptance and adoption of our product candidates and gene therapy as a viable treatment option;
- addressing any competing technological and market developments;
- identifying and validating new product candidates;
- negotiating favorable terms in any collaboration, licensing or other arrangements into which we may enter; and
- maintaining, protecting and expanding our portfolio of intellectual property rights, including patents, trade secrets and know-how.

We expect to continue to incur significant expenditures for the foreseeable future, and we expect these expenditures to increase as we prepare for any potential commercial launch. Our expenses could increase beyond expectations if we are required by the FDA, the EMA, or other regulatory agencies, domestic or foreign, to perform clinical and other studies in addition to those that we currently anticipate. Even if one or more of the product candidates that we develop is approved for commercial sale, we anticipate incurring significant costs associated with commercializing any approved product candidate, which costs may increase with any increased competition. Even if we are able to generate revenues from the sale of any approved products, we may not become profitable and may need to obtain additional funding to continue operations.

From time to time, we will need to raise additional funding, which may not be available on acceptable terms, or at all. Failure to obtain this necessary capital when needed may force us to delay, limit or terminate our product development efforts or other operations.

We are currently advancing the LentiGlobin, Lenti-D, bb2121 and bb21217 product candidates through clinical development and other product candidates through preclinical development. Developing gene therapy products is expensive, and we expect our research and development expenses to increase substantially in connection with our ongoing activities, particularly as we advance our product candidates in clinical studies.

As of December 31, 2018, our cash, cash equivalents and marketable securities were \$1.9 billion. We expect that our existing cash, cash equivalents, and marketable securities will be sufficient to fund our current planned operations into 2022. However, our operating plan may change as a result of many factors currently unknown to us, and we may need to seek additional funds sooner than planned, through public or private equity or debt financings, government or other third-party funding, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements or a combination of these approaches. In any event, we will require additional capital to obtain regulatory approval for, and to commercialize, our product candidates. Even if we believe we have sufficient funds for our current or future operating plans, we may seek additional capital if market conditions are favorable or if we have specific strategic objectives.

Any additional fundraising efforts may divert our management from their day-to-day activities, which may adversely affect our ability to develop and commercialize our product candidates. In addition, we cannot guarantee that future financing will be available in sufficient amounts or on terms acceptable to us, if at all. Moreover, the terms of any financing may adversely affect the holdings or the rights of our stockholders and the issuance of additional securities, whether equity or debt, by us, or the possibility of such issuance, may cause the market price of our shares to decline. The sale of additional equity or convertible securities would dilute all of our stockholders. The incurrence of indebtedness would result in increased fixed payment obligations and we may be required to agree to certain restrictive covenants, such as limitations on our ability to incur additional debt, limitations on our ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. We could also be required to seek funds through arrangements with collaborative partners or otherwise at an earlier stage than otherwise would be desirable and we may be required to relinquish rights to some of our technologies or product candidates or otherwise agree to terms unfavorable to us, any of which may have a material adverse effect on our business, operating results and prospects.

If we are unable to obtain funding on a timely basis, we may be required to significantly curtail, delay or discontinue one or more of our research or development programs or the commercialization of any product candidates or be unable to expand our operations or otherwise capitalize on our business opportunities, as desired, which could materially affect our business, financial condition and results of operations.

Risks related to commercialization of our product candidates

We rely on a complex supply chain for our product candidates. The manufacture and delivery of our engineered autologous gene therapy product presents significant challenges for us, and we may not be able to produce our vector and products at the quality, quantities, locations or timing needed to support commercialization.

In order to develop our product candidates, apply for regulatory approvals and commercialize our products if approved, we will need to develop, contract for, or otherwise arrange for the necessary manufacturing capabilities. We currently rely on third parties to manufacture the vector and the drug product candidate that we require for any clinical trials that we initiate. Although we intend to rely on a mix of internal and third-party manufacturers to support our planned commercialization efforts, we are still in the process of building out our internal capacity and have not secured commercial-scale manufacturing capacity in all of the regions where we intend to commercialize our potential products. By building our own internal manufacturing facility, we have incurred substantial expenditures and expect to incur significant additional expenditures in the future. In addition, there are many risks inherent in the construction of a new facility that could result in delays and additional costs, including the need to obtain access to necessary equipment and third-party technology, if any. Also, we have had to, and will continue to, hire and train qualified employees to staff our manufacturing facility. We may not be able to timely or successfully build out or internal capacity or negotiate binding agreements at commercially reasonable terms with third-party manufacturers.

The manufacture of our lentiviral vector and drug product candidates is complex and requires significant expertise. Manufacturers of cell therapy products often encounter difficulties in production, particularly in scaling out and validating initial production, and ensuring that the product meets required specifications. These problems include difficulties with production costs and yields, quality control, including stability of the product, quality assurance testing, operator error, shortages of qualified personnel, as well as compliance with strictly enforced federal, state and foreign regulations. We cannot make any assurances that these problems will not occur in the future, or that we will be able to resolve or address problems that occur in a timely manner or with available funds. Furthermore, our cost of goods development is at an early stage. The actual cost to manufacture our lentiviral vector and drug product candidates could be greater than we expect and could materially and adversely affect the commercial viability of our product

candidates. If we or such third-party manufacturers are unable to produce the necessary quantities of lentiviral vector and our product candidates, or in compliance with GMP or other pertinent regulatory requirements, and within our planned time frame and cost parameters, the development and sales of our products, if approved, may be materially harmed. Furthermore, if we or our third-party manufacturers are unable to produce the necessary quantities of viral vectors or our product candidates in quantities, quality requirements, or within the time frames that we need to support our commercialization activities, it may result in delays in our development plans or increased capital expenditures.

In addition, any significant disruption in our supplier relationships could harm our business. We source key materials from third parties, either directly through agreements with suppliers or indirectly through our manufacturers who have agreements with suppliers. There are a small number of suppliers for certain key materials that are used to manufacture our product candidates. Such suppliers may not sell these key materials to us or to our manufacturers at the times we need them or on commercially reasonable terms. We do not have any control over the process or timing of the acquisition of these key materials by our manufacturers. Moreover, we currently do not have any agreements for the commercial production of these key materials.

Additionally, since the HSCs and T cells have a limited window of stability following procurement from the subject, we must establish transduction facilities in the regions where we wish to commercialize our product. Currently, we rely on third-party contract manufacturers in the United States and Europe to produce our product candidates for our clinical studies. Since a portion of our target patient populations will be outside the United States and Europe, we will need to establish additional transduction facilities that can replicate our transduction process in order to address those patient populations. Establishment of such facilities may be financially impractical or impeded by technical, quality, or regulatory issues related to these new sites and we may also run into technical or scientific issues related to transfer of our transduction process or other developmental issues that we may be unable to resolve in a timely manner or with available funds.

Our commercial plan is to engage apheresis centers in our key launch regions as qualified treatment centers for the collection of patient HSCs and infusion of the drug product once manufactured. To ensure that the qualified treatment centers are prepared to collect patient HSCs and to ship them to our transduction facilities in accordance with our specifications and regulatory requirements, we plan to train and conduct quality certifications of each center as part of engagement. We intend for these qualified treatment centers to be the first and last points on our complex supply chain to reach patients in the commercial setting. We may not be able to engage qualified treatment centers in all of the regions in our commercial launch strategy, or we may encounter other challenges or delays in engaging qualified treatment centers. We may fail to manage the logistics of collecting and shipping patient material to the manufacturing site and shipping the product candidate back to the patient. Logistical and shipment delays and problems caused by us, our vendors or other factors not in our control, such as weather, could prevent or delay the delivery of products to patients. If our qualified treatment centers fail to perform satisfactorily, we may suffer reputational, operational, and business harm. We anticipate having to maintain a complex chain of identity and chain of custody with respect to patient material as it moves through the manufacturing process, from the qualified treatment center to the transduction facility, and back to the patient. Failure to maintain chain of identity and chain of custody could adversely affect patient outcomes, loss of product or regulatory action.

Although we are continuing to build out our field team, we have no sales or distribution experience and only early capabilities for marketing and market access, and expect to invest significant financial and management resources to establish these capabilities. If we are unable to establish sales and distribution capabilities or enter into agreements with third parties to market and sell our product candidates, we may be unable to generate any revenues.

Although we are continuing to build out our field team in anticipation of our potential first commercial launch in Europe in 2019, we have no sales or distribution experience and only early capabilities for marketing and market access. To successfully commercialize any products that may result from our development programs, we will need to develop these capabilities in the United States, Europe and other regions, either on our own or with others. We may enter into collaborations with other entities to utilize their mature marketing and distribution capabilities, but we may be unable to enter into marketing agreements on favorable terms, if at all. If our future collaborative partners do not commit sufficient resources to commercialize our future products, if any, and we are unable to develop the necessary marketing capabilities on our own, we will be unable to generate sufficient product revenue to sustain our business. We will be competing with many companies that currently have extensive and well-funded marketing and sales operations. Without a significant internal team or the support of a third party to perform marketing and sales functions, we may be unable to compete successfully against these more established companies.

We face intense competition and rapid technological change and the possibility that our competitors may develop therapies that are more advanced or effective than ours, which may adversely affect our financial condition and our ability to successfully commercialize our product candidates. If our competitors obtain orphan drug exclusivity for products that regulatory authorities determine constitute the same drug and treat the same indications as our product candidates, we may not be able to have competing products approved by the applicable regulatory authority for a significant period of time.

We are engaged in gene therapy for severe genetic diseases and cancer, both of which are competitive and rapidly changing fields. We have competitors both in the United States and internationally, including major multinational pharmaceutical companies, biotechnology companies and universities and other research institutions. Many of our competitors have substantially greater financial, technical and other resources, such as larger research and development staff, manufacturing capabilities, experienced marketing and manufacturing organizations. Competition may increase further as a result of advances in the commercial applicability of technologies and greater availability of capital for investment in these industries. Our competitors may succeed in developing, acquiring or licensing on an exclusive basis, products that are more effective, safer, or less costly than any product candidate that we may develop, or achieve earlier patent protection, regulatory approval, product commercialization and market penetration than us. Additionally, technologies developed by our competitors may render our potential product candidates uneconomical or obsolete, and we may not be successful in marketing our product candidates against competitors. For additional information regarding our competition, see “Item 1. Business—Competition” in our Annual Report.

Even if we are successful in achieving regulatory approval to commercialize a product candidate faster than our competitors, we may face competition from biosimilars due to the changing regulatory environment. In the United States, the Biologics Price Competition and Innovation Act of 2009 created an abbreviated approval pathway for biological products that are demonstrated to be “highly similar,” or biosimilar, to or “interchangeable” with an FDA-approved biological product. This pathway could allow competitors to reference data from biological products already approved after 12 years from the time of approval. In Europe, the European Commission has granted marketing authorizations for several biosimilars pursuant to a set of general and product class-specific guidelines for biosimilar approvals issued over the past few years. In Europe, a competitor may reference data from biological products already approved, but will not be able to get on the market until 10 years after the time of approval. This 10-year period will be extended to 11 years if, during the first eight of those 10 years, the marketing authorization holder obtains an approval for one or more new therapeutic indications that bring significant clinical benefits compared with existing therapies. In addition, companies may be developing biosimilars in other countries that could compete with our products. If competitors are able to obtain marketing approval for biosimilars referencing our products, our products may become subject to competition from such biosimilars, with the attendant competitive pressure and consequences. Expiration or successful challenge of our applicable patent rights could also trigger competition from other products, assuming any relevant exclusivity period has expired.

In addition, although our product candidates have been granted orphan drug status by the FDA and EMA, there are limitations to the exclusivity. In the United States, the exclusivity period for orphan drugs is seven years, while pediatric exclusivity adds six months to any existing patents or exclusivity periods. In Europe, orphan drugs may be able to obtain 10 years of marketing exclusivity and up to an additional two years on the basis of qualifying pediatric studies. However, orphan exclusivity may be reduced to six years if the drug no longer satisfies the original designation criteria. Additionally, a marketing authorization holder may lose its orphan exclusivity if it consents to a second orphan drug application or cannot supply enough drug. Orphan drug exclusivity also can be lost when a second applicant demonstrates its drug is “clinically superior” to the original orphan drug. Generally, if a product candidate with an orphan drug designation receives the first marketing approval for the indication for which it has such designation, the product is entitled to a period marketing exclusivity, which precludes the FDA or the European Commission from approving another marketing application for a product that constitutes the same drug treating the same indication for that marketing exclusivity period, except in limited circumstances. If another sponsor receives such approval before we do (regardless of our orphan drug designation), we will be precluded from receiving marketing approval for our product for the exclusivity period for the applicable indication.

Finally, as a result of the expiration or successful challenge of our patent rights, we could face more litigation with respect to the validity and/or scope of patents relating to our competitors’ products. The availability of our competitors’ products could limit the demand, and the price we are able to charge, for any products that we may develop and commercialize.

The commercial success of any current or future product candidate will depend upon the degree of market acceptance by physicians, patients, third-party payors and others in the medical community.

Ethical, social and legal concerns about gene therapy and genetic research could result in additional regulations restricting or prohibiting the products and processes we may use. Even with the requisite approvals, the commercial success of our product candidates will depend in part on the medical community, patients, and third-party or governmental payors accepting gene therapy products in general, and our product candidates in particular, as medically useful, cost-effective, and safe. Any product that we bring to the market may not gain market acceptance by physicians, patients, third-party payors and others in the medical community. If these products do not achieve an adequate level of acceptance, we may not generate significant product revenue and may not become profitable. The degree of market acceptance of our product candidates, if approved for commercial sale, will depend on a number of factors, including:

- the potential efficacy and potential advantages over alternative treatments;
- the prevalence and severity of any side effects, including any limitations or warnings contained in a product's approved labeling;
- the prevalence and severity of any side effects resulting from the chemotherapy and myeloablative treatments associated with the procedure by which our product candidates are administered;
- relative convenience and ease of administration;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the strength of marketing and distribution support and timing of market introduction of competitive products;
- the pricing of our products;
- publicity concerning our products or competing products and treatments; and
- sufficient third-party insurance coverage or reimbursement.

Even if a potential product displays a favorable efficacy and safety profile in preclinical and clinical studies, market acceptance of the product will not be known until after it is launched. Our efforts to educate the medical community and third-party payors on the benefits of the product candidates may require significant resources and may never be successful. For instance, UniQure encountered challenges in commercializing Glybera, the first approved gene therapy in Europe, and did not seek renewal of Glybera's marketing authorization in Europe when it expired in October 2017, due to forecasted patient demand and limited use since its approval in 2012. Our efforts to educate the marketplace may require more resources than are required by the conventional technologies marketed by our competitors.

We intend to market our products outside of the United States, and we will be subject to the risks of doing business outside of the United States.

Because we intend to market our product candidates, if approved, outside of the United States, our business is subject to risks associated with doing business outside of the United States. Accordingly, our business and financial results in the future could be adversely affected due to a variety of factors, including:

- efforts to develop an international sales, marketing and distribution organization may increase our expenses, divert our management's attention from the acquisition or development of product candidates or cause us to forgo profitable licensing opportunities in these geographies;
- changes in a specific country's or region's political and cultural climate or economic condition;
- unexpected changes in foreign laws and regulatory requirements;
- difficulty of effective enforcement of contractual provisions in local jurisdictions;
- inadequate intellectual property protection in foreign countries;
- trade-protection measures, import or export licensing requirements such as Export Administration Regulations promulgated by the U.S. Department of Commerce and fines, penalties or suspension or revocation of export privileges;
- the effects of applicable foreign tax structures and potentially adverse tax consequences; and
- significant adverse changes in foreign currency exchange rates.

In addition to FDA and related regulatory requirements in the United States and abroad, we are subject to extensive additional federal, state and foreign anti-bribery regulation, which include the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and similar laws in other countries outside of the United States. We have developed and implemented a corporate compliance program based on what we believe are current best practices in the pharmaceutical industry for companies similar to ours, but we cannot guarantee that we, our employees, our consultants or our third-party contractors are or will be in compliance with all federal, state and foreign regulations regarding bribery and corruption. Moreover, our partners and third party contractors located outside the United States may have inadequate compliance programs or may fail to respect the laws and guidance of the territories in which they operate. Even if we are not determined to have violated these laws, government investigations into these issues typically require the expenditure of significant resources and generate negative publicity, which could also have an adverse effect on our business, financial condition and results of operations.

The insurance coverage and reimbursement status of newly-approved products is uncertain. Due to the novel nature of our technology and the potential for our product candidates to offer therapeutic benefit in a single administration, we face additional uncertainty related to pricing and reimbursement for our product candidates. Failure to obtain or maintain adequate coverage and reimbursement for new or current products could limit our ability to market those products and decrease our ability to generate revenue.

The availability and extent of reimbursement by governmental and private payors is essential for most patients to be able to afford expensive treatments, such as our gene therapy products. In addition, because our therapies represent new treatment approaches, the estimation of potential revenues will be complex. Sales of our product candidates will depend substantially, both domestically and abroad, on the extent to which the costs of our product candidates will be paid by health maintenance, managed care, pharmacy benefit and similar healthcare management organizations, or reimbursed by government health administration authorities, private health coverage insurers and other third-party payors. If reimbursement is not available, or is available only to limited levels, we may not be able to successfully commercialize our product candidates. Even if coverage is provided, the approved reimbursement amount may not be high enough to allow us to establish or maintain pricing sufficient to realize a sufficient return on our investment.

There is significant uncertainty related to the insurance coverage and reimbursement of newly approved products, including gene therapies that are potential one-time treatments. In the United States, the principal decisions about reimbursement for new medicines are typically made by the Centers for Medicare & Medicaid Services, or CMS, an agency within the U.S. Department of Health and Human Services, or HHS, as CMS decides whether and to what extent a new medicine will be covered and reimbursed under Medicare. Private payors tend to follow CMS to a substantial degree. It is difficult to predict what CMS will decide with respect to reimbursement for fundamentally novel products such as ours, as there is no body of established practices and precedents for these new products. Reimbursement agencies in Europe may be more conservative than CMS. A number of cancer drugs have been approved for reimbursement in the United States and have not been approved for reimbursement in certain European countries. In addition, costs or difficulties with the reimbursement experienced by the initial gene therapies to receive marketing authorization may create an adverse environment for reimbursement of other gene therapies.

Outside the United States, certain countries, including a number of member states of the European Union, set prices and reimbursement for pharmaceutical products, or medicinal products, as they are commonly referred to in the European Union, with limited participation from the marketing authorization holders. We cannot be sure that such prices and reimbursement will be acceptable to us or our collaborators. If the regulatory authorities in these foreign jurisdictions set prices or reimbursement levels that are not commercially attractive for us or our collaborators, our revenues from sales by us or our collaborators, and the potential profitability of our drug products, in those countries would be negatively affected. An increasing number of countries are taking initiatives to attempt to reduce large budget deficits by focusing cost-cutting efforts on pharmaceuticals for their state-run health care systems. These international price control efforts have impacted all regions of the world, but have been most drastic in the European Union. Additionally, some countries require approval of the sale price of a product before it can be marketed. In many countries, the pricing review period begins after marketing or product licensing approval is granted. As a result, we might obtain marketing approval for a product in a particular country, but then may experience delays in the reimbursement approval of our product or be subject to price regulations that would delay our commercial launch of the product, possibly for lengthy time periods, which could negatively impact the revenues we are able to generate from the sale of the product in that particular country.

Moreover, increasing efforts by governmental and third-party payors, in the United States and abroad, to cap or reduce healthcare costs may cause such organizations to limit both coverage and level of reimbursement for new products approved and, as a result, they may not cover or provide adequate payment for our product candidates. We expect to experience pricing pressures in connection with the sale of any of our product candidates, due to the trend toward managed healthcare, the increasing influence of health maintenance organizations and additional legislative changes. The downward pressure on healthcare costs in general, particularly prescription drugs and surgical procedures and other treatments, has become very intense. As a result, increasingly high barriers are being erected to the entry of new products.

Furthermore, because our target patient populations are relatively small, the pricing and reimbursement of our product candidates, if approved, must be adequate to support our commercial infrastructure. If we are unable to obtain adequate levels of reimbursement, our ability to successfully market and sell our product candidates will be adversely affected. We have proposed novel payment models, including outcomes-based arrangements with payments over time, to assist with realizing the value and sharing the risk of a potential one-time treatment, such as our LentiGlobin product candidate. While we are engaged in discussions with potential payors, there is no assurance that any payors will adopt these payment models. Even with these payment models, there may be substantial resistance to the cost of our products by payors and the public generally. These payment models may not be sufficient for payors to grant coverage, and if we are unable to obtain adequate coverage for our products, the adoption of our products may be limited. In addition, to the extent reimbursement for our products is subject to outcomes-based arrangements, our future cash collection and revenues from product sales will be at risk. Moreover, the administration of our products require procedures for the collection of HSCs from the patient, followed by chemotherapy and myeloablative treatments, before infusion of the engineered cell therapy product. The manner and level at which reimbursement is provided for these services is also important. Inadequate reimbursement for such services may lead to physician resistance and adversely affect our ability to market or sell our products. These factors could affect our ability to successfully commercialize our products and generate revenues, which would adversely impact our business, financial condition, results of operations and prospects.

Healthcare legislative reform measures may have a material adverse effect on our business and results of operations.

The United States and many foreign jurisdictions have enacted or proposed legislative and regulatory changes affecting the healthcare system that could prevent or delay marketing approval of our product candidates or any future product candidates, restrict or regulate post-approval activities and affect our ability to profitably sell any product for which we obtain marketing approval. Changes in regulations, statutes or the interpretation of existing regulations could impact our business in the future by requiring, for example: (i) changes to our manufacturing arrangements; (ii) additions or modifications to product labeling; (iii) the recall or discontinuation of our products; or (iv) additional record-keeping requirements. If any such changes were to be imposed, they could adversely affect the operation of our business.

In the United States, there have been and continue to be a number of legislative initiatives to contain healthcare costs. For example, in March 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010, or the Affordable Care Act, was passed, which substantially changed the way health care is financed by both governmental and private insurers, and significantly impacts the U.S. pharmaceutical industry. The Affordable Care Act, among other things, addressed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected, increased the minimum Medicaid rebates owed by manufacturers under the Medicaid Drug Rebate Program and extended the rebate program to individuals enrolled in Medicaid managed care organizations, established annual fees and taxes on manufacturers of certain branded prescription drugs, and a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% (70% commencing January 1, 2019) point-of-sale discounts off negotiated prices of applicable brand drugs to eligible beneficiaries during their coverage gap period, as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D.

Since January 2017, the Trump administration has signed two Executive Orders designed to delay the implementation of certain provisions of the Affordable Care Act or otherwise circumvent some of the requirements for health insurance mandated by the Affordable Care Act. One Executive Order directs federal agencies with authorities and responsibilities under the Affordable Care Act to waive, defer, grant exemptions from, or delay the implementation of any provision of the Affordable Care Act that would impose a fiscal or regulatory burden on states, individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices. The second Executive Order terminates the cost-sharing subsidies that reimburse insurers under the Affordable Care Act. Several state Attorneys General filed suit to stop the administration from terminating the subsidies, but their request for a restraining order was denied by a federal judge in California on October 25, 2017. Further, on June 14, 2018, U.S. Court of Appeals for the Federal Circuit ruled that the federal government was not required to pay more than \$12 billion in Affordable Care Act risk corridor payments to third-party payors who argued were owed to them. The effects of this gap in reimbursement on third-party payors, the viability of the Affordable Care Act marketplace, providers, and potentially our business, are not yet known.

In July 2018, the CMS published a final rule permitting further collections and payments to and from certain Affordable Care Act-qualified health plans and health insurance issuers under the Affordable Care Act risk adjustment program in response to the outcome of federal district court litigation regarding the method CMS uses to determine this risk adjustment. In addition, CMS has recently published a final rule that would give states greater flexibility, starting in 2020, in setting benchmarks for insurers in the individual and small group marketplaces, which may have the effect of relaxing the essential health benefits required under the Affordable Care Act for plans sold through such marketplaces. On December 14, 2018, a U.S. District Court Judge in the Northern District of Texas, or the Texas District Court Judge, ruled that the individual mandate is a critical and inseparable feature of the Affordable Care Act, and therefore, because it was repealed as part of the Tax Cuts and Jobs Act of 2017, the remaining provisions of the Affordable Care Act are invalid as well. While the Trump Administration and CMS have both stated that the ruling will have no immediate effect, and on December 30, 2018 the Texas District Court Judge issued an order staying the judgment pending appeal, it is unclear how this decision, subsequent appeals and other efforts to repeal and replace the Affordable Care Act will impact the Affordable Care Act and our business.

Since its enactment, some of the provisions of the Affordable Care Act have yet to be fully implemented, while certain provisions have been subject to judicial, congressional, or executive challenges. As a result, there have been delays in the implementation of, and action taken to repeal or replace, certain aspects of the Affordable Care Act. The U.S. Supreme Court has upheld certain key aspects of the legislation, including a tax-based shared responsibility payment imposed on certain individuals who fail to maintain qualifying health coverage for all or part of a year or pay a penalty, which is commonly known as the “individual mandate.” However, as a result of tax reform legislation passed in December 2017, the individual mandate has been eliminated effective January 1, 2019. On January 22, 2018, President Trump signed a continuing resolution on appropriations for fiscal year 2018 that delayed the implementation of certain Affordable Care Act-mandated fees, including the so-called “Cadillac” tax on certain high cost employer-sponsored insurance plans, the annual fee imposed on certain health insurance providers based on market share, and the medical device excise tax on non-exempt medical devices. The Bipartisan Budget Act of 2018, or the BBA, among other things, amends the Affordable Care Act, effective January 1, 2019, to close the coverage gap in most Medicare drug plans, commonly referred to as the “donut hole.”

In addition, other legislative changes have been proposed and adopted since the Affordable Care Act was enacted. In August 2011, President Obama signed into law the Budget Control Act of 2011, which, among other things, created the Joint Select Committee on Deficit Reduction to recommend to Congress proposals in spending reductions. The Joint Select Committee on Deficit Reduction did not achieve a targeted deficit reduction, which triggered the legislation’s automatic reduction to several government programs. This includes aggregate reductions to Medicare payments to providers of, on average, 2% per fiscal year through 2025 unless Congress takes additional action. These reductions were extended through 2027 under the BBA. In January 2013, the American Taxpayer Relief Act of 2012, among other things, further reduced Medicare payments to several providers, including hospitals and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

There has been increasing legislative and enforcement interest in the United States with respect to specialty drug pricing practices. Specifically, there have been several recent U.S. Congressional inquiries and proposed federal and state legislation designed to, among other things, bring more transparency to drug pricing, reduce the cost of prescription drugs under Medicare, review the relationship between pricing and manufacturer patient programs, and reform government program reimbursement methodologies for drugs. At the federal level, the Trump administration’s budget proposal for fiscal year 2019 contains further drug price control measures that could be enacted during the 2019 budget process or in other future legislation, including, for example, measures to permit Medicare Part D plans to negotiate the price of certain drugs under Medicare Part B, to allow some states to negotiate drug prices under Medicaid, and to eliminate cost sharing for generic drugs for low-income patients. Additionally, the Trump administration released a “Blueprint” to lower drug prices and reduce out of pocket costs of drugs that contains additional proposals to increase manufacturer competition, increase the negotiating power of certain federal healthcare programs, incentivize manufacturers to lower the list price of their products and reduce the out of pocket costs of drug products paid by consumers. The U.S. Department of Health and Human Services, or HHS, has already started the process of soliciting feedback on some of these measures and, at the same time, is immediately implementing others under its existing authority. For example, in September 2018, CMS announced that it will allow Medicare Advantage Plans the option to use step therapy for Part B drugs beginning January 1, 2019, and in October 2018, CMS proposed a new rule that would require direct-to-consumer television advertisements of prescription drugs and biological products, for which payment is available through or under Medicare or Medicaid, to include in the advertisement the Wholesale Acquisition Cost, or list price, of that drug or biological product. Although a number of these, and other proposed measures will require authorization through additional legislation to become effective, Congress and the Trump administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs. At the state level, legislatures have increasingly passed legislation and implemented regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing.

We expect that the healthcare reform measures that have been adopted and may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved product and could seriously harm our future revenues. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private third-party payors.

The delivery of healthcare in the European Union, including the establishment and operation of health services and the pricing and reimbursement of medicines, is almost exclusively a matter for national, rather than EU, law and policy. National governments and health service providers have different priorities and approaches to the delivery of health care and the pricing and reimbursement of products in that context. In general, however, the healthcare budgetary constraints in most EU member states have resulted in restrictions on the pricing and reimbursement of medicines by relevant health service providers. Coupled with ever-increasing EU and national regulatory burdens on those wishing to develop and market products, this could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities and affect our ability to commercialize any products for which we obtain marketing approval.

There have been, and likely will continue to be, legislative and regulatory proposals at the foreign, federal and state levels directed at broadening the availability of healthcare and containing or lowering the cost of healthcare. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability, or commercialize our product. Such reforms could have an adverse effect on anticipated revenue from product candidates that we may successfully develop and for which we may obtain regulatory approval and may affect our overall financial condition and ability to develop product candidates.

If the market opportunities for our product candidates are smaller than we believe they are, and if we are not able to successfully identify patients and achieve significant market share, our revenues may be adversely affected and our business may suffer.

We focus our research and product development on treatments for severe genetic diseases and cancer. Our projections of both the number of people who have these diseases, as well as the subset of people with these diseases who have the potential to benefit from treatment with our product candidates, are based on estimates. These estimates have been derived from a variety of sources, including scientific literature, surveys of clinics, patient foundations, or market research, and may prove to be incorrect. Further, new studies may change the estimated incidence or prevalence of these diseases. The number of patients may turn out to be lower or more difficult to identify than expected. For instance, because newborn screening for CALD is not widely adopted, and it can be difficult to diagnose CALD in the absence of a genetic screen, we may have difficulty finding patients who are would benefit from treatment from our Lenti-D product candidate. Additionally, the potentially addressable patient population for our product candidates may be limited or may not be amenable to treatment with our product candidates. For instance, we are initially seeking approval of our LentiGlobin product candidate for the treatment of patients with TDT and non- β^0/β^0 genotypes. We do not have any assurance whether or when the LentiGlobin product candidate may be commercially available to patients with all genotypes of TDT.

Even if we obtain significant market share for our product candidates within an approved indication, because the potential target populations for our product candidates are small, we may never achieve profitability without obtaining regulatory approval for additional indications. For instance, in the field of cancer, the FDA often approves new therapies initially only for use in patients with relapsed or refractory advanced disease. We expect to initially seek approval of our T cell-based product candidates in cancer in this context. Subsequently, for those products that prove to be sufficiently beneficial, if any, we would expect to seek approval in earlier lines of treatment and potentially as a first line therapy, but there is no guarantee that our product candidates, even if approved, would be approved for earlier lines of therapy, and, prior to any such approvals, we may have to conduct additional clinical trials.

Any of these factors may negatively affect our ability to generate revenues from sales of our product and our ability to achieve and maintain profitability, and as a consequence, our business may suffer.

Risks related to our business operations

If we undertake business combinations, collaborations or similar strategic transactions, they may disrupt our business, divert management's attention, dilute stockholder value or be difficult to integrate.

On a regular basis, we consider various business combination transactions, collaborations, license agreements and strategic transactions with third parties, including transactions which may result in us acquiring, or being acquired by, a third party. The consummation or performance of any future business combination, collaboration or strategic transaction may involve risks, such as:

- diversion of managerial resources from day-to-day operations;
- challenges associated with integrating acquired technologies and operations of acquired companies;
- exposure to unforeseen liabilities;
- difficulties in the assimilation of different cultures and practices, as well as in the assimilation and retention of broad and geographically dispersed personnel and operations;
- misjudgment with respect to value, return on investment or strategic fit;
- higher than expected transaction costs; and
- additional dilution to our existing stockholders if we issue equity securities as consideration for any acquisitions.

As a result of these risks, we may not be able to achieve the expected benefits of any such transaction. If we are unsuccessful in completing or integrating any acquisition, we may be required to reevaluate that component of our strategy only after we have incurred substantial expenses and devoted significant management time and resources in seeking to complete and integrate the acquisition.

Future business combinations could involve the acquisition of significant intangible assets. We may need to record write-downs from future impairments of identified intangible assets and goodwill. These accounting charges would increase a reported loss or reduce any future reported earnings. In addition, we could use substantial portions of our available cash to pay the purchase price for company or product candidate acquisitions. Subject to the limitations under our existing indebtedness, it is possible that we could incur additional debt or issue additional equity securities as consideration for these acquisitions, which could cause our stockholders to suffer significant dilution.

Negative public opinion and increased regulatory scrutiny of gene therapy and genetic research may damage public perception of our product candidates or adversely affect our ability to conduct our business or obtain regulatory approvals for our product candidates.

Public perception may be influenced by claims that gene therapy, including gene editing technologies, is unsafe or unethical, and research activities and adverse events in the field, even if not ultimately attributable to us or our product candidates could result in increased governmental regulation, unfavorable public perception, potential regulatory delays in the testing or approval of our potential product candidates, stricter labeling requirements for those product candidates that are approved, and a decrease in demand for any such product candidates. More restrictive government regulations or negative public opinion would have a negative effect on our business or financial condition and may delay or impair the development and commercialization of our product candidates or demand for any products we may develop.

Our future success depends on our ability to retain key employees, consultants and advisors and to attract, retain and motivate qualified personnel.

We are highly dependent on principal members of our executive team and key employees, the loss of whose services may adversely impact the achievement of our objectives. While we have entered into employment agreements with each of our executive officers, any of them could leave our employment at any time, as all of our employees are “at will” employees. Recruiting and retaining other qualified employees, consultants and advisors for our business, including scientific and technical personnel, will also be critical to our success. There is currently a shortage of skilled executives in our industry, which is likely to continue. As a result, competition for skilled personnel is intense and the turnover rate can be high. We may not be able to attract and retain personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies for individuals with similar skill sets. In addition, failure to succeed in preclinical or clinical studies may make it more challenging to recruit and retain qualified personnel. The inability to recruit or loss of the services of any executive, key employee, consultant or advisor may impede the progress of our research, development and commercialization objectives.

As we evolve from a U.S.-based company primarily involved in discovery, pre-clinical research and clinical development into a company that develops and commercializes multiple drugs with an international presence, we will need to expand our organization and we may experience difficulties in managing this growth, which could disrupt our operations.

We filed our first application for marketing authorization in 2018 and are preparing for a potential commercial launch in 2019, which we hope will be the first of a sequence of marketing approvals and commercial launches for multiple products across multiple geographies. As we advance multiple product candidates through late-stage clinical research and plan submissions for marketing authorizations, we are expanding our operations in the United States and Europe. We grew our workforce significantly during 2017 and 2018, and as of December 31, 2018, we had 745 full-time employees. As we pursue our development and commercialization strategy, we expect to expand our full-time employee base and to hire more consultants and contractors in the United States and Europe. This expected growth may place a strain on our administrative and operational infrastructure. As a result, our management may need to divert a disproportionate amount of its attention away from our day-to-day activities and devote a substantial amount of time to managing these growth activities. We may not be able to effectively manage the expansion of our operations, which may result in weaknesses in our infrastructure, operational mistakes, loss of business opportunities, loss of employees and reduced productivity among remaining employees. Our expected growth could require significant capital expenditures and may divert financial resources from other projects, such as the development of additional product candidates. If our management is unable to effectively manage our growth, our expenses may increase more than expected, our ability to generate and/or grow revenues could be reduced, and we may not be able to implement our business strategy.

We may be subject, directly or indirectly, to federal and state healthcare fraud and abuse laws, false claims laws and health information privacy and security laws. If we are unable to comply, or have not fully complied, with such laws, we could face substantial penalties, reputational harm, and diminished profits and future earnings.

In the United States, the research, manufacturing, distribution, sale, and promotion of drugs and biologic products are subject to regulation by various federal, state, and local authorities in addition to FDA, including CMS, other divisions of the HHS, (e.g., the Office of Inspector General), the United States Department of Justice offices of the United States Attorney, the Federal Trade Commission and state and local governments. Our operations are directly, or indirectly through our prescribers, customers and purchasers, subject to various federal and state fraud and abuse laws and regulations, including, without limitation, the federal Anti-Kickback Statute, the federal civil and criminal False Claims Act and Physician Payments Sunshine Act and regulations and equivalent provisions in other countries. These laws apply to, among other things, our proposed sales, marketing and educational programs. In addition, we may be subject to patient privacy laws by both the federal government and the states in which we conduct our business.

State and federal regulatory and enforcement agencies continue actively to investigate violations of health care laws and regulations, and the United States Congress continues to strengthen the arsenal of enforcement tools. Most recently, the Bipartisan Budget Act of 2018 increased the criminal and civil penalties that can be imposed for violating certain federal health care laws, including the Anti-Kickback Statute. Enforcement agencies also continue to pursue novel theories of liability under these laws. In particular, government agencies have recently increased regulatory scrutiny and enforcement activity with respect to programs supported or sponsored by pharmaceutical companies, including reimbursement and co-pay support, funding of independent charitable foundations and other programs that offer benefits for patients. Several investigations into these programs have resulted in significant civil and criminal settlements.

Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available, it is possible that some of our business activities could be subject to challenge under one or more of such laws. If our operations are found to be in violation of any of the laws described above or any other government regulations that apply to us, we may be subject to penalties, including civil and criminal penalties, damages, fines, exclusion from participation in government health care programs, such as Medicare and Medicaid, imprisonment and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations. Even if we are not determined to have violated these laws, government investigations into these issues typically require the expenditure of significant resources and generate negative publicity, which could harm our financial condition and divert the attention of our management from operating our business.

In the EU, interactions between pharmaceutical companies, healthcare professionals, and patients are also governed by strict laws, regulations, industry self-regulation codes of conduct and physicians' codes of professional conduct in the individual EU member states. The provision of benefits or advantages to healthcare professionals to induce or encourage the prescription, recommendation, endorsement, purchase, supply, order or use of medicinal products is prohibited in the EU. Also, direct-to-consumer advertising of prescription-only medicinal products is prohibited at the EU level and in the individual member states. In addition, the UK Bribery Act applies to any company incorporated in or "carrying on business" in the UK, irrespective of where in the world the alleged bribery activity occurs, which could have implications for our interactions with physicians both in and outside of the UK. Infringement of these laws could result in substantial fines and imprisonment.

Payments made to physicians in certain EU member states must be publicly disclosed. Moreover, agreements with physicians often must be the subject of prior notification and approval by the physician's employer, his or her competent professional organization and/or the regulatory authorities of the individual EU member states. These requirements are provided in the national laws, industry codes or professional codes of conduct, applicable in the EU member states. Failure to comply with these requirements could result in reputational risk, public reprimands, administrative penalties, fines or imprisonment.

EU member states, Switzerland and other countries have also adopted data protection laws and regulations, which impose significant compliance obligations. In the EU, the collection and use of personal health data is currently governed by the provisions of the General Data Protection Regulation, or the GDPR. The GDPR, together with the national legislation of the individual EU member states governing the processing of personal data, impose strict obligations and restrictions on the ability to collect, analyze and transfer personal data, including health data from clinical trials and adverse event reporting. In particular, these obligations and restrictions concern the consent of the individuals to whom the personal data relates, the information provided to the individuals for the consent to be considered valid, the transfer of personal data out of the European Economic Area, security breach notifications, the use of third-party processors in connection with the processing of the personal data, confidentiality of the personal data, as well as substantial potential fines for breaches of the data protection obligations. Data protection authorities from the different EU member states may interpret the GDPR and national laws differently and impose additional requirements, which add to the complexity of processing personal data in the EU. The GDPR also imposes strict rules on the transfer of personal data to countries outside the EU, including the United States, and permits data protection authorities to impose large penalties for violations of the GDPR, including potential fines of up to €20 million or 4% of annual global revenues, whichever is greater. The GDPR also confers a private right of action on data subjects and consumer associations to lodge complaints with supervisory authorities, seek judicial remedies, and obtain compensation for damages resulting from violations of the GDPR. Compliance with the GDPR is a rigorous and time-intensive process that may increase our cost of doing business or require us to change our business practices, and despite those efforts, there is a risk that we may be subject to fines and penalties, litigation, and reputational harm in connection with any activities falling within the scope of the GDPR.

We face potential product liability, and, if successful claims are brought against us, we may incur substantial liability and costs. If the use of our product candidates harms patients, or is perceived to harm patients even when such harm is unrelated to our product candidates, our regulatory approvals could be revoked or otherwise negatively impacted and we could be subject to costly and damaging product liability claims.

The use of our product candidates in clinical studies and the sale of any products for which we obtain marketing approval exposes us to the risk of product liability claims. Product liability claims might be brought against us by patients participating in clinical trials, consumers, healthcare providers, pharmaceutical companies or others selling or otherwise coming into contact with our products. There is a risk that our product candidates may induce adverse events. If we cannot successfully defend against product liability claims, we could incur substantial liability and costs. In addition, regardless of merit or eventual outcome, product liability claims may result in:

- impairment of our business reputation;
- withdrawal of clinical study participants;
- costs due to related litigation;
- distraction of management's attention from our primary business;
- substantial monetary awards to patients or other claimants;
- the inability to commercialize our product candidates; and
- decreased demand for our product candidates, if approved for commercial sale.

We carry product liability insurance and we believe our product liability insurance coverage is sufficient in light of our current clinical programs; however, we may not be able to maintain insurance coverage at a reasonable cost or in sufficient amounts to protect us against losses due to liability. If and when we obtain marketing approval for product candidates, we intend to expand our insurance coverage to include the sale of commercial products; however, we may be unable to obtain product liability insurance on commercially reasonable terms or in adequate amounts. On occasion, large judgments have been awarded in class action lawsuits based on drugs or medical treatments that had unanticipated adverse effects. A successful product liability claim or series of claims brought against us could cause our stock price to decline and, if judgments exceed our insurance coverage, could adversely affect our results of operations and business.

Patients with the diseases targeted by our product candidates are often already in severe and advanced stages of disease and have both known and unknown significant pre-existing and potentially life-threatening health risks. During the course of treatment, patients may suffer adverse events, including death, for reasons that may be related to our product candidates. Such events could subject us to costly litigation, require us to pay substantial amounts of money to injured patients, delay, negatively impact or end our opportunity to receive or maintain regulatory approval to market our products, or require us to suspend or abandon our commercialization efforts. Even in a circumstance in which we do not believe that an adverse event is related to our products, the investigation into the circumstance may be time-consuming or inconclusive. These investigations may interrupt our sales efforts, delay our regulatory approval process in other countries, or impact and limit the type of regulatory approvals our product candidates receive or maintain. As a result of these factors, a product liability claim, even if successfully defended, could have a material adverse effect on our business, financial condition or results of operations.

We may not be successful in our efforts to identify or discover additional product candidates.

The success of our business depends primarily upon our ability to identify, develop and commercialize products based on our gene therapy and gene editing platforms. Our research programs, including our oncology research programs, may fail to identify other potential product candidates for clinical development for a number of reasons. We may be unsuccessful in identifying potential product candidates or our potential product candidates may be shown to have harmful side effects or may have other characteristics that may make the products unmarketable or unlikely to receive marketing approval.

If any of these events occur, we may be forced to abandon our development efforts for a program or programs, which would have a material adverse effect on our business and could potentially cause us to cease operations. Research programs to identify new product candidates require substantial technical, financial and human resources. We may focus our efforts and resources on potential programs or product candidates that ultimately prove to be unsuccessful.

We may use our financial and human resources to pursue a particular research program or product candidate and fail to capitalize on programs or product candidates that may be more profitable or for which there is a greater likelihood of success.

Because we have limited resources, we may forego or delay pursuit of opportunities with certain programs or product candidates or for indications that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Our spending on current and future research and development programs for product candidates may not yield any commercially viable products. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through strategic collaboration, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate, or we may allocate internal resources to a product candidate in a therapeutic area in which it would have been more advantageous to enter into a partnering arrangement.

Comprehensive tax reform legislation could adversely affect our business and financial condition.

On December 22, 2017, the “Tax Cuts and Jobs Act” (TCJA) was enacted. The TCJA significantly reforms the Internal Revenue Code of 1986, as amended (the “Code”). The TCJA, among other things, includes changes to U.S. federal tax rates, imposes significant additional limitations on the deductibility of interest and net operating loss carryforwards, allows for the expensing of capital expenditures, and puts into effect the migration from a “worldwide” system of taxation to a territorial system. Our net deferred tax assets and liabilities have been revalued at the newly enacted U.S. corporate tax rate, and the impact of the reduction to our deferred tax assets and associated valuation allowance was recognized in 2017. We continue to examine the impact this tax reform legislation may have on our business. The impact of this tax reform is uncertain and could be adverse.

The increasing use of social media platforms presents new risks and challenges.

Social media is increasingly being used to communicate about our clinical development programs and the diseases our product candidates are being developed to treat. We intend to utilize appropriate social media in connection with our commercialization efforts following approval of our product candidates. Social media practices in the biopharmaceutical industry continue to evolve and regulations relating to such use are not always clear. This evolution creates uncertainty and risk of noncompliance with regulations applicable to our business. For example, patients may use social media channels to report an alleged adverse event. When such disclosures occur, there is a risk that we fail to monitor and comply with applicable adverse event reporting obligations, or we may not be able to defend our business or the public’s legitimate interests in the face of the political and market pressures generated by social media due to restrictions on what we may say about our investigational products. There is also a risk of inappropriate disclosure of sensitive information or negative or inaccurate posts or comments about us on any social networking website, or a risk that a post on a social networking website by any of our employees may be construed as inappropriate promotion. If any of these events were to occur or we otherwise fail to comply with applicable regulations, we could incur liability, face regulatory actions, or incur other harm to our business.

Our computer systems, or those of our third-party collaborators, service providers, contractors or consultants, may fail or suffer security breaches, which could result in a material disruption of our product candidates’ development programs and have a material adverse effect on our reputation, business, financial condition or results of operations.

Our computer systems and those of our current or future third-party collaborators, service providers, contractors and consultants may fail and are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. The size and complexity of our information technology systems, and those of our collaborators, service providers, contractors and consultants, and the large amounts of information stored on those systems make those systems vulnerable to service interruptions, security breaches, or other failures, resulting from inadvertent or intentional actions by our employees or those of third-party business partners, or from cyber-attacks by malicious third parties. Attacks on information technology systems are increasing in their frequency, levels of persistence, sophistication and intensity, and they are being conducted by increasingly sophisticated and organized groups and individuals with a wide range of motives and expertise. In addition to extracting sensitive information, such attacks could include the deployment of harmful malware, ransomware, denial-of-service attacks, social engineering and other means to affect service reliability and threaten the confidentiality, integrity and availability of information. The prevalent use of mobile devices also increases the risk of data security incidents. If we experience a material system failure, accident or security breach that causes interruptions in our operations or the operations of third-party collaborators, service providers, contractors and consultants, it could result in significant reputational, financial, legal, regulatory, business or operational harm. For example, the loss of clinical trial data for our product candidates could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach results in a loss of or damage to our data or applications or other data or applications relating to our technology or product candidates, or inappropriate disclosure of confidential or proprietary information, we could incur liabilities and the further development of our product candidates could be delayed. We also rely on third-party service providers for aspects of our internal control over financial reporting and such service providers may experience a material system failure or fail to carry out their obligations in other respects, which may impact our ability to produce accurate and timely financial statements, thus harming our operating results, our ability to operate our business, and our investors’ view of us. In addition, our liability insurance may not be sufficient in type or amount to cover us against claims related to material failures, security breaches, cyberattacks and other related breaches.

Any failure or perceived failure by us or any third-party collaborators, service providers, contractors or consultants to comply with our privacy, confidentiality, data security or similar obligations to third parties, or any data security incidents or other security breaches that result in the unauthorized access, release or transfer of sensitive information, including personally identifiable information, may result in governmental investigations, enforcement actions, regulatory fines, litigation or public statements against us, could cause third parties to lose trust in us or could result in claims by third parties asserting that we have breached our privacy, confidentiality, data security or similar obligations, any of which could have a material adverse effect on our reputation, business, financial condition or results of operations. Moreover, data security incidents and other security breaches can be difficult to detect, and any delay in identifying them may lead to increased harm. While we have implemented data security measures intended to protect our information technology systems and infrastructure, there can be no assurance that such measures will successfully prevent service interruptions or data security incidents.

Risks related to our intellectual property

If we are unable to obtain or protect intellectual property rights related to our product candidates, we may not be able to compete effectively in our markets.

We rely upon a combination of patents, trade secret protection and confidentiality agreements to protect the intellectual property related to our product candidates. The strength of patents in the biotechnology and pharmaceutical field involves complex legal and scientific questions and can be uncertain. The patent applications that we own or in-license may fail to result in issued patents with claims that cover our product candidates in the United States or in other foreign countries. There is no assurance that all of the potentially relevant prior art relating to our patents and patent applications has been found, which can invalidate a patent or prevent a patent from issuing from a pending patent application. Even if patents do successfully issue and even if such patents cover our product candidates, third parties may challenge their validity, enforceability or scope, which may result in such patents being narrowed or invalidated. Furthermore, even if they are unchallenged, our patents and patent applications may not adequately protect our intellectual property, provide exclusivity for our product candidates or prevent others from designing around our claims. Any of these outcomes could impair our ability to prevent competition from third parties, which may have an adverse impact on our business.

If the patent applications we hold or have in-licensed with respect to our programs or product candidates fail to issue, if their breadth or strength of protection is threatened, or if they fail to provide meaningful exclusivity for our product candidates, it could dissuade companies from collaborating with us to develop product candidates, and threaten our ability to commercialize, future products. Several patent applications covering our product candidates have been filed recently. We cannot offer any assurances about which, if any, patents will issue, the breadth of any such patent or whether any issued patents will be found invalid and unenforceable or will be threatened by third parties. Any successful opposition to these patents or any other patents owned by or licensed to us could deprive us of rights necessary for the successful commercialization of any product candidates that we may develop. Further, if we encounter delays in regulatory approvals, the period of time during which we could market a product candidate under patent protection could be reduced. Since patent applications in the United States and most other countries are confidential for a period of time after filing, and some remain so until issued, we cannot be certain that we were the first to file any patent application related to a product candidate. Furthermore, if third parties have filed such patent applications, an interference proceeding in the United States can be initiated by a third party to determine who was the first to invent any of the subject matter covered by the patent claims of our applications. In addition, patents have a limited lifespan. In the United States, the natural expiration of a patent is generally 20 years after it is filed. Various extensions may be available however the life of a patent, and the protection it affords, is limited. Even if patents covering our product candidates are obtained, once the patent life has expired for a product, we may be open to competition from generic medications.

In addition to the protection afforded by patents, we rely on trade secret protection and confidentiality agreements to protect proprietary know-how that is not patentable or that we elect not to patent, processes for which patents are difficult to enforce and any other elements of our product candidate discovery and development processes that involve proprietary know-how, information or technology that is not covered by patents. However, trade secrets can be difficult to protect. We seek to protect our proprietary technology and processes, in part, by entering into confidentiality agreements with our employees, consultants, scientific advisors and contractors. We also seek to preserve the integrity and confidentiality of our data and trade secrets by maintaining physical security of our premises and physical and electronic security of our information technology systems. While we have confidence in these individuals, organizations and systems, agreements or security measures may be breached, and we may not have adequate remedies for any breach. In addition, our trade secrets may otherwise become known or be independently discovered by competitors.

Although we expect all of our employees and consultants to assign their inventions to us, and all of our employees, consultants, advisors and any third parties who have access to our proprietary know-how, information or technology to enter into confidentiality agreements, we cannot provide any assurances that all such agreements have been duly executed or that our trade secrets and other confidential proprietary information will not be disclosed or that competitors will not otherwise gain access to our trade secrets or independently develop substantially equivalent information and techniques. Misappropriation or unauthorized disclosure of our trade secrets could impair our competitive position and may have a material adverse effect on our business. Additionally, if the steps taken to maintain our trade secrets are deemed inadequate, we may have insufficient recourse against third parties for misappropriating the trade secret. In addition, others may independently discover our trade secrets and proprietary information. For example, the FDA, as part of its Transparency Initiative, is currently considering whether to make additional information publicly available on a routine basis, including information that we may consider to be trade secrets or other proprietary information, and it is not clear at the present time how the FDA's disclosure policies may change in the future, if at all.

Further, the laws of some foreign countries do not protect proprietary rights to the same extent or in the same manner as the laws of the United States. As a result, we may encounter significant problems in protecting and defending our intellectual property both in the United States and abroad. If we are unable to prevent material disclosure of the non-patented intellectual property related to our technologies to third parties, and there is no guarantee that we will have any such enforceable trade secret protection, we may not be able to establish or maintain a competitive advantage in our market, which could materially adversely affect our business, results of operations and financial condition.

Third-party claims of intellectual property infringement may prevent or delay our development and commercialization efforts.

Our commercial success depends in part on our avoiding infringement of the patents and proprietary rights of third parties. There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the biotechnology and pharmaceutical industries, including patent infringement lawsuits, interferences, oppositions, *ex parte* reexaminations, post-grant review, and *inter partes* review proceedings before the U.S. Patent and Trademark Office, or U.S. PTO, and corresponding foreign patent offices. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which we are pursuing development candidates. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that our product candidates may be subject to claims of infringement of the patent rights of third parties.

Third parties may assert that we are employing their proprietary technology without authorization. There may be third-party patents or patent applications with claims to materials, formulations, methods of manufacture or methods for treatment related to the use or manufacture of our product candidates. Because patent applications can take many years to issue, there may be currently pending patent applications which may later result in issued patents that our product candidates may infringe. In addition, third parties may obtain patents in the future and claim that use of our technologies infringes upon these patents. If any third-party patents were held by a court of competent jurisdiction to cover the manufacturing process of any of our product candidates, any molecules formed during the manufacturing process or any final product itself, the holders of any such patents may be able to block our ability to commercialize such product candidate unless we obtained a license under the applicable patents, or until such patents expire. Similarly, if any third-party patents were held by a court of competent jurisdiction to cover aspects of our formulations, processes for manufacture or methods of use, including combination therapy, the holders of any such patents may be able to block our ability to develop and commercialize the applicable product candidate unless we obtained a license or until such patent expires. In either case, such a license may not be available on commercially reasonable terms or at all.

Parties making claims against us may obtain injunctive or other equitable relief, which could effectively block our ability to further develop and commercialize one or more of our product candidates. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would be a substantial diversion of employee resources from our business. In the event of a successful claim of infringement against us, we may have to pay substantial damages, including treble damages and attorneys' fees for willful infringement, pay royalties, redesign our infringing products or obtain one or more licenses from third parties, which may be impossible or require substantial time and monetary expenditure.

We may not be successful in obtaining or maintaining necessary rights to gene therapy product components and processes for our development pipeline through acquisitions and in-licenses.

Presently we have rights to the intellectual property, through licenses from third parties and under patents that we own, to develop our product candidates. Because our programs may involve additional product candidates that may require the use of proprietary rights held by third parties, the growth of our business will likely depend in part on our ability to acquire, in-license or use these proprietary rights. In addition, our product candidates may require specific formulations to work effectively and efficiently and these rights may be held by others. We may be unable to acquire or in-license any compositions, methods of use, processes or other third-party intellectual property rights from third parties that we identify. The licensing and acquisition of third-party intellectual property rights is a competitive area, and a number of more established companies are also pursuing strategies to license or acquire third-party intellectual property rights that we may consider attractive. These established companies may have a competitive advantage over us due to their size, cash resources and greater clinical development and commercialization capabilities.

For example, we sometimes collaborate with U.S. and foreign academic institutions to accelerate our preclinical research or development under written agreements with these institutions. Typically, these institutions provide us with an option to negotiate a license to any of the institution's rights in technology resulting from the collaboration. Regardless of such right of first negotiation for intellectual property, we may be unable to negotiate a license within the specified time frame or under terms that are acceptable to us. If we are unable to do so, the institution may offer the intellectual property rights to other parties, potentially blocking our ability to pursue our program.

In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third-party intellectual property rights on terms that would allow us to make an appropriate return on our investment. If we are unable to successfully obtain rights to required third-party intellectual property rights, our business, financial condition and prospects for growth could suffer.

If we fail to comply with our obligations in the agreements under which we license intellectual property rights from third parties or otherwise experience disruptions to our business relationships with our licensors, we could lose license rights that are important to our business.

We are a party to a number of intellectual property license agreements that are important to our business and expect to enter into additional license agreements in the future. Our existing license agreements impose, and we expect that future license agreements will impose, various diligence, milestone payment, royalty and other obligations on us. If we fail to comply with our obligations under these agreements, or we are subject to a bankruptcy, the licensor may have the right to terminate the license, in which event we would not be able to market products covered by the license.

We may need to obtain licenses from third parties to advance our research or allow commercialization of our product candidates, and we have done so from time to time. We may fail to obtain any of these licenses at a reasonable cost or on reasonable terms, if at all. In that event, we may be required to expend significant time and resources to develop or license replacement technology. If we are unable to do so, we may be unable to develop or commercialize the affected product candidates, which could harm our business significantly. We cannot provide any assurances that third-party patents do not exist which might be enforced against our current product candidates or future products, resulting in either an injunction prohibiting our sales, or, with respect to our sales, an obligation on our part to pay royalties and/or other forms of compensation to third parties.

In many cases, patent prosecution of our licensed technology is controlled solely by the licensor. If our licensors fail to obtain and maintain patent or other protection for the proprietary intellectual property we license from them, we could lose our rights to the intellectual property or our exclusivity with respect to those rights, and our competitors could market competing products using the intellectual property. In certain cases, we control the prosecution of patents resulting from licensed technology. In the event we breach any of our obligations related to such prosecution, we may incur significant liability to our licensing partners. Licensing of intellectual property is of critical importance to our business and involves complex legal, business and scientific issues and is complicated by the rapid pace of scientific discovery in our industry. Disputes may arise regarding intellectual property subject to a licensing agreement, including:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the licensing agreement;
- the sublicensing of patent and other rights under our collaborative development relationships;
- our diligence obligations under the license agreement and what activities satisfy those diligence obligations;
- the ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our partners; and
- the priority of invention of patented technology.

If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, we may be unable to successfully develop and commercialize the affected product candidates.

We may be involved in lawsuits to protect or enforce our patents or the patents of our licensors, which could be expensive, time-consuming and unsuccessful.

Competitors may infringe our patents or the patents of our licensors. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time-consuming. In addition, in an infringement proceeding, a court may decide that a patent of ours or our licensors is not valid, is unenforceable and/or is not infringed, or may refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation or defense proceedings could put one or more of our patents at risk of being invalidated or interpreted narrowly and could put our patent applications at risk of not issuing.

Interference proceedings provoked by third parties or brought by us may be necessary to determine the priority of inventions with respect to our patents or patent applications or those of our licensors. An unfavorable outcome could require us to cease using the related technology or to attempt to license rights to it from the prevailing party. Our business could be harmed if the prevailing party does not offer us a license on commercially reasonable terms. Our defense of litigation or interference proceedings may fail and, even if successful, may result in substantial costs and distract our management and other employees. We may not be able to prevent, alone or with our licensors, misappropriation of our intellectual property rights, particularly in countries where the laws may not protect those rights as fully as in the United States.

Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of our common stock.

We may be subject to claims that our employees, consultants or independent contractors have wrongfully used or disclosed confidential information of third parties or that our employees have wrongfully used or disclosed alleged trade secrets of their former employers.

We employ individuals who were previously employed at universities or other biotechnology or pharmaceutical companies, including our competitors or potential competitors. Although we try to ensure that our employees, consultants and independent contractors do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or our employees, consultants or independent contractors have inadvertently or otherwise used or disclosed intellectual property, including trade secrets or other proprietary information, of any of our employee's former employer or other third parties. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel, which could adversely impact our business. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management and other employees.

We may be subject to claims challenging the inventorship or ownership of our patents and other intellectual property.

We may also be subject to claims that former employees, collaborators or other third parties have an ownership interest in our patents or other intellectual property. We have had in the past, and we may also have to in the future, ownership disputes arising, for example, from conflicting obligations of consultants or others who are involved in developing our product candidates. Litigation may be necessary to defend against these and other claims challenging inventorship or ownership. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as exclusive ownership of, or right to use, valuable intellectual property. Such an outcome could have a material adverse effect on our business. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management and other employees.

Obtaining and maintaining our patent protection depends on compliance with various procedural, document submission, fee payment and other requirements imposed by governmental patent agencies, and our patent protection could be reduced or eliminated for non-compliance with these requirements.

Periodic maintenance fees, renewal fees, annuity fees and various other governmental fees on patents and/or applications will be due to be paid to the U.S. PTO and various governmental patent agencies outside of the United States in several stages over the lifetime of the patents and/or applications. We have systems in place to remind us to pay these fees, and we employ an outside firm and rely on our outside counsel to pay these fees due to non-U.S. patent agencies. The U.S. PTO and various non-U.S. governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other similar provisions during the patent application process. We employ reputable law firms and other professionals to help us comply, and in many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules. However, there are situations in which non-compliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, our competitors might be able to enter the market and this circumstance would have a material adverse effect on our business.

Issued patents covering our product candidates could be found invalid or unenforceable if challenged in court.

If we or one of our licensing partners initiated legal proceedings against a third party to enforce a patent covering one of our product candidates, the defendant could counterclaim that the patent covering our product candidate is invalid and/or unenforceable. In patent litigation in the United States, defendant counterclaims alleging invalidity and/or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including patent eligible subject matter, lack of novelty, obviousness or non-enablement. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the U.S. PTO, or made a misleading statement, during prosecution. Third parties may also raise similar claims before administrative bodies in the United States or abroad, even outside the context of litigation. Such mechanisms include re-examination, post grant review, and equivalent proceedings in foreign jurisdictions (e.g., opposition proceedings). Such proceedings could result in revocation or amendment to our patents in such a way that they no longer cover our product candidates. The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art, of which we and the patent examiner were unaware during prosecution. If a defendant were to prevail on a legal assertion of invalidity and/or unenforceability, we would lose at least part, and perhaps all, of the patent protection on our product candidates. Such a loss of patent protection would have a material adverse impact on our business.

Changes in U.S. patent law could diminish the value of patents in general, thereby impairing our ability to protect our products.

As is the case with other biotechnology companies, our success is heavily dependent on intellectual property, particularly patents. Obtaining and enforcing patents in the biotechnology industry involve both technological and legal complexity, and is therefore obtaining and enforcing biotechnology patents is costly, time-consuming and inherently uncertain. In addition, the United States has recently enacted and is currently implementing wide-ranging patent reform legislation. Recent U.S. Supreme Court rulings have narrowed the scope of patent protection available in certain circumstances and weakened the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the U.S. Congress, the federal courts, and the U.S. PTO, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future.

We may not be able to protect our intellectual property rights throughout the world.

Filing, prosecuting and defending patents on product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and further, may export otherwise infringing products to territories where we have patent protection, but enforcement is not as strong as that in the United States. These products may compete with our products and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents, trade secrets and other intellectual property protection, particularly those relating to biotechnology products, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights generally. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

Risks related to ownership of our common stock

The market price of our common stock may be highly volatile, and you may not be able to resell your shares at or above the price at which you purchase them.

Companies trading in the stock market in general, and The NASDAQ Global Select Market in particular, have experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of these companies. Broad market and biotechnology and pharmaceutical industry factors may negatively affect the market price of our common stock, regardless of our actual operating performance.

The market price of our common stock may be volatile. Our stock price could be subject to wide fluctuations in response to a variety of factors, including the following:

- adverse results or delays in preclinical or clinical studies;
- reports of adverse events in other gene therapy products or clinical studies of such products;
- inability to obtain additional funding;
- any delay in filing an IND, MAA or BLA for any of our product candidates and any adverse development or perceived adverse development with respect to the FDA's review of that IND, MAA or BLA;
- failure to successfully manage the commercial launch of our product candidates following regulatory approval, including failure to manage our supply chain operations in the coordination and delivery of drug product to patients at qualified treatment centers;
- failure to obtain sufficient pricing and reimbursement for our product candidates from private and governmental payors;
- failure to obtain market acceptance and adoption of our product;
- failure to maintain our existing strategic collaborations or enter into new collaborations;
- failure by us or our licensors and strategic collaboration partners to prosecute, maintain or enforce our intellectual property rights;
- changes in laws or regulations applicable to future products;
- inability to obtain adequate product supply for our product candidates or the inability to do so at acceptable prices;
- adverse regulatory decisions;
- introduction of new products, services or technologies by our competitors;
- failure to meet or exceed financial projections we may provide to the public;
- failure to meet or exceed the financial projections of the investment community;
- the perception of the pharmaceutical industry by the public, legislatures, regulators and the investment community;
- announcements of significant acquisitions, strategic partnerships, joint ventures or capital commitments by us, our strategic collaboration partner or our competitors;
- disputes or other developments relating to proprietary rights, including patents, litigation matters and our ability to obtain patent protection for our technologies;
- additions or departures of key scientific or management personnel;
- significant lawsuits, including patent or stockholder litigation;
- changes in the market valuations of similar companies;
- sales of our common stock by us or our stockholders in the future; and
- trading volume of our common stock.

Actual or potential sales of our common stock by our employees, including our executive officers, pursuant to pre-arranged stock trading plans could cause our stock price to fall or prevent it from increasing for numerous reasons, and actual or potential sales by such persons could be viewed negatively by other investors.

In accordance with the guidelines specified under Rule 10b5-1 of the Securities Exchange Act of 1934, as amended, and our policies regarding stock transactions, a number of our employees, including executive officers and members of our board of directors, have adopted and may continue to adopt stock trading plans pursuant to which they have arranged to sell shares of our common stock from time to time in the future. Generally, sales under such plans by our executive officers and directors require public filings. Actual or potential sales of our common stock by such persons could cause the price of our common stock to fall or prevent it from increasing for numerous reasons.

Future sales and issuances of our common stock or rights to purchase common stock, including pursuant to our equity incentive plans, could result in additional dilution of the percentage ownership of our stockholders and could cause our stock price to fall.

Additional capital will be needed in the future to continue our planned operations. To the extent we raise additional capital by issuing equity securities, our stockholders may experience substantial dilution. We may sell common stock, convertible securities or other equity securities in one or more transactions at prices and in a manner we determine from time to time. If we sell common stock, convertible securities or other equity securities in more than one transaction, investors may be materially diluted by subsequent sales. These sales may also result in material dilution to our existing stockholders, and new investors could gain rights superior to our existing stockholders.

Pursuant to our 2013 Stock Option and Incentive Plan, or the 2013 Plan, our management is authorized to grant stock options and other equity-based awards to our employees, directors and consultants. The number of shares available for future grant under the 2013 Plan automatically increases each year by up to 4% of all shares of our capital stock outstanding as of December 31 of the prior calendar year, subject to the ability of our board of directors or compensation committee to take action to reduce the size of the increase in any given year. Currently, we plan to register the increased number of shares available for issuance under the 2013 Plan each year. If our board of directors or compensation committee elects to increase the number of shares available for future grant by the maximum amount each year, our stockholders may experience additional dilution, which could cause our stock price to fall. We also have an Employee Stock Purchase Plan and any shares of common stock purchased pursuant to that plan will also cause dilution.

We could be subject to securities class action litigation.

In the past, securities class action litigation has often been brought against a company following a decline in the market price of its securities. This risk is especially relevant for us because biotechnology and pharmaceutical companies have experienced significant stock price volatility in recent years. If we face such litigation, it could result in substantial costs and a diversion of management's attention and resources, which could harm our business.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

Under Section 382 of the Internal Revenue Code of 1986, as amended, if a corporation undergoes an "ownership change," generally defined as a greater than 50% change (by value) in its equity ownership over a three-year period, the corporation's ability to use its pre-change net operating loss carryforwards, or NOLs, and other pre-change tax attributes (such as research tax credits) to offset its post-change income may be limited. We have completed several financings since our inception which we believe have resulted in a change in control as defined by IRC Section 382. We may also experience ownership changes in the future as a result of subsequent shifts in our stock ownership. As a result, if we earn net taxable income, our ability to use our pre-change net operating loss carryforwards to offset U.S. federal taxable income may be subject to limitations, which could potentially result in increased future tax liability to us. The TCJA also reduced the corporate income tax rate to 21%, from a prior rate of 35%. This may cause a reduction in the economic benefit of our NOLs and other deferred tax assets available to us. In addition, at the state level, there may be periods during which the use of NOLs is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed.

We do not intend to pay dividends on our common stock so any returns will be limited to the value of our stock.

We have never declared or paid any cash dividends on our common stock. We currently anticipate that we will retain future earnings for the development, operation and expansion of our business and do not anticipate declaring or paying any cash dividends for the foreseeable future. Any return to stockholders will therefore be limited to the appreciation of their stock.

Provisions in our amended and restated certificate of incorporation and by-laws, as well as provisions of Delaware law, could make it more difficult for a third party to acquire us or increase the cost of acquiring us, even if doing so would benefit our stockholders or remove our current management.

Our amended and restated certificate of incorporation, amended and restated by-laws and Delaware law contain provisions that may have the effect of delaying or preventing a change in control of us or changes in our management. Our amended and restated certificate of incorporation and by-laws, include provisions that:

- authorize “blank check” preferred stock, which could be issued by our board of directors without stockholder approval and may contain voting, liquidation, dividend and other rights superior to our common stock;
- create a classified board of directors whose members serve staggered three-year terms;
- specify that special meetings of our stockholders can be called only by our board of directors, the chairperson of our board of directors, our chief executive officer or our president;
- prohibit stockholder action by written consent;
- establish an advance notice procedure for stockholder approvals to be brought before an annual meeting of our stockholders, including proposed nominations of persons for election to our board of directors;
- provide that our directors may be removed only for cause;
- provide that vacancies on our board of directors may be filled only by a majority of directors then in office, even though less than a quorum;
- specify that no stockholder is permitted to cumulate votes at any election of directors;
- expressly authorize our board of directors to modify, alter or repeal our amended and restated by-laws; and
- require supermajority votes of the holders of our common stock to amend specified provisions of our amended and restated certificate of incorporation and amended and restated by-laws.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

In addition, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which limits the ability of stockholders owning in excess of 15% of our outstanding voting stock to merge or combine with us.

Any provision of our amended and restated certificate of incorporation or amended and restated by-laws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

Item 1B. Unresolved Staff Comments

Not applicable.

Item 2. Properties

Our corporate headquarters are located in Cambridge, Massachusetts. Our current leased facility encompasses approximately 253,108 square feet of office and laboratory space, located at 60 Binney Street, Cambridge, Massachusetts. The lease commenced on October 1, 2016 and will continue until March 31, 2027. We have the option to extend the 60 Binney Street lease for two successive five-year terms. We also lease approximately 7,800 square feet of office and laboratory space in Seattle, Washington. We entered into a new lease agreement for 36,000 square feet of office and laboratory space in Seattle, Washington in July 2018, with the anticipated move-in date in mid-2019. The new lease will continue for approximately 8 years following the commencement date of the lease in January 2019. In November 2017, we purchased a 125,000 square foot manufacturing facility located in Durham, North Carolina to provide manufacturing capacity for lentiviral vector in support of our current and planned gene and cell therapies. We also lease office space in Zug, Switzerland, the location of our European headquarters, and entered into a new lease agreement in September 2018 for 1,136 square meters of office space. The new Zug lease will continue for 60 months with the option to renew for 2 successive 60 month terms. We believe that our existing facilities are adequate for our current needs.

Item 3. Legal Proceedings

In the ordinary course of business, we are from time to time involved in lawsuits, claims, investigations, proceedings, and threats of litigation relating to intellectual property, commercial arrangements, employment and other matters. While the outcome of these proceedings and claims cannot be predicted with certainty, as of December 31, 2018, we were not party to any legal or arbitration proceedings that may have, or have had in the recent past, significant effects on our financial position or profitability. We believe no governmental proceedings are pending or, to our knowledge, contemplated against us. We are not a party to any material proceedings in which any director, member of senior management or affiliate of ours is either a party adverse to us or our subsidiaries or has a material interest adverse to us or our subsidiaries.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant’s Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock has been traded on the Nasdaq Global Select Market under the symbol “BLUE.” On February 15, 2019, the last reported sale price for our common stock on the Nasdaq Global Select Market was \$137.03 per share.

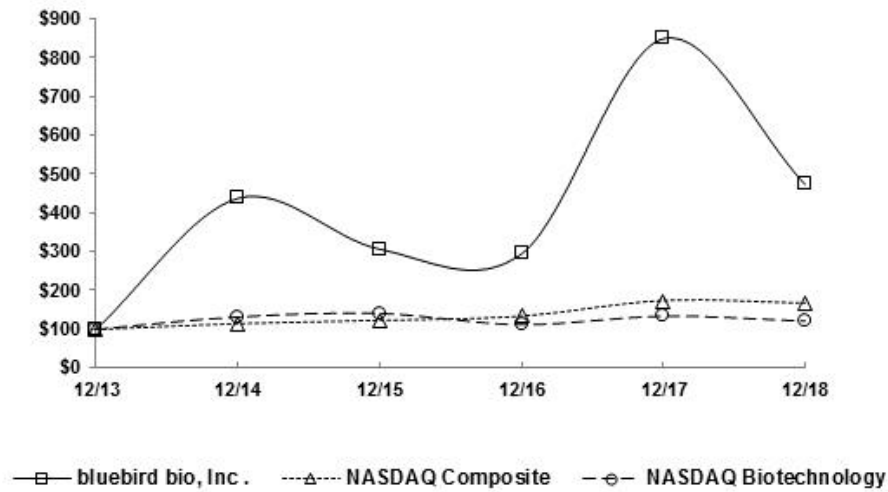
Stock Performance Graph

The graph set forth below compares the cumulative total stockholder return on our common stock between June 19, 2013 (the date of our initial public offering) and December 31, 2018, with the cumulative total return of (a) the Nasdaq Biotechnology Index and (b) the Nasdaq Composite Index, over the same period. This graph assumes the investment of \$100 on June 19, 2013 in our common stock, the Nasdaq Biotechnology Index and the Nasdaq Composite Index and assumes the reinvestment of dividends, if any. The graph assumes our closing sales price on June 19, 2013 of \$26.91 per share as the initial value of our common stock and not the initial offering price to the public of \$17.00 per share.

The comparisons shown in the graph below are based upon historical data. We caution that the stock price performance shown in the graph below is not necessarily indicative of, nor is it intended to forecast, the potential future performance of our common stock.

COMPARISON OF 5 YEAR CUMULATIVE TOTAL RETURN*

Among bluebird bio, Inc., the NASDAQ Composite Index and the NASDAQ Biotechnology Index



*\$100 invested on 12/31/13 in stock or index, including reinvestment of dividends. Fiscal year ending December 31.

Holder

As of February 15, 2019, there were approximately 8 holders of record of our common stock. The actual number of stockholders is greater than this number of record holders, and includes stockholders who are beneficial owners, but whose shares are held in street name by brokers and other nominees. This number of holders of record also does not include stockholders whose shares may be held in trust by other entities.

Dividends

We have not paid any cash dividends on our common stock since inception and do not anticipate paying cash dividends in the foreseeable future.

Securities Authorized for Issuance Under Equity Compensation Plans

Information about our equity compensation plans is incorporated herein by reference to Item 12 of Part III of this Annual Report on Form 10-K.

Item 6. Selected Financial Data

The following selected consolidated financial data should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations”, the consolidated financial statements and related notes, and other financial information included in this Annual Report on Form 10-K.

We derived the consolidated financial data for the years ended December 31, 2018, 2017 and 2016 and as of December 31, 2018 and 2017 from our audited consolidated financial statements, which are included elsewhere in this Annual Report on Form 10-K. We derived the consolidated financial data for the years ended December 31, 2015 and 2014 and as of December 31, 2016, 2015 and 2014 from our audited consolidated financial statements that are not included elsewhere in this Annual Report on Form 10-K. Historical results are not necessarily indicative of the results to be expected in future periods.

	Year ended December 31,				
	2018 (1)	2017	2016	2015	2014
(in thousands, except per share amounts)					
Consolidated statements of operations data:					
Revenue:					
Collaboration revenue	\$ 52,353	\$ 22,207	\$ 6,155	\$ 14,079	\$ 25,031
License and royalty revenue	2,226	13,220	—	—	390
Total revenues	54,579	35,427	6,155	14,079	25,421
Operating expenses:					
Research and development	448,589	273,040	204,775	134,038	62,574
General and administrative	174,129	93,550	65,119	46,209	23,227
Cost of license and royalty revenue	885	1,527	—	—	—
Change in fair value of contingent consideration	2,999	(525)	4,091	2,869	246
Total operating expenses	626,602	367,592	273,985	183,116	86,047
Loss from operations	(572,023)	(332,165)	(267,830)	(169,037)	(60,626)
Interest income (expense), net	14,624	(2,001)	3,782	1,591	290
Other income (expense), net	1,961	(1,267)	(71)	723	(170)
Income tax benefit (expense)	(187)	(210)	612	(60)	11,797
Net loss	\$ (555,625)	\$ (335,643)	\$ (263,507)	\$ (166,783)	\$ (48,709)
Net loss per share - basic and diluted	\$ (10.68)	\$ (7.71)	\$ (7.07)	\$ (4.81)	\$ (1.83)
Weighted-average number of common shares used in net loss					
per share - basic and diluted	52,032	43,535	37,284	34,669	26,546

- (1) Effective January 1, 2018, we adopted Accounting Standards Codification, Topic 606, Revenue from Contracts with Customers (“Topic 606”). For further information regarding the adoption of Topic 606 and the impact on our consolidated financial

statements, refer to Note 2, “Summary of significant accounting policies and basis of presentation”, to the accompanying consolidated financial statements appearing elsewhere in this Annual Report on Form 10-K.

	As of December 31,				
	2018	2017	2016	2015	2014
	(in thousands)				
Consolidated balance sheet data:					
Cash, cash equivalents and marketable securities	\$ 1,891,427	\$ 1,614,302	\$ 884,830	\$ 865,763	\$ 492,003
Total assets	2,242,844	1,900,567	1,118,122	1,002,337	556,739
Total current liabilities	146,431	95,612	74,533	40,368	42,978
Financing lease obligation, net of current portion	153,319	154,749	120,140	61,901	—
Other long-term obligations	58,024	26,774	54,009	49,572	22,504
Total stockholders' equity	\$ 1,885,070	\$ 1,623,432	\$ 869,440	\$ 850,496	\$ 491,257

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following information should be read in conjunction with the consolidated financial statements and related notes thereto included in this Annual Report on Form 10-K.

In addition to historical information, this report contains forward-looking statements that involve risks and uncertainties which may cause our actual results to differ materially from plans and results discussed in forward-looking statements. We encourage you to review the risks and uncertainties discussed in the sections entitled Item 1A. "Risk Factors" and "Forward-Looking Statements" included at the beginning of this Annual Report on Form 10-K. The risks and uncertainties can cause actual results to differ significantly from those forecast in forward-looking statements or implied in historical results and trends.

We caution readers not to place undue reliance on any forward-looking statements made by us, which speak only as of the date they are made. We disclaim any obligation, except as specifically required by law and the rules of the SEC, to publicly update or revise any such statements to reflect any change in our expectations or in events, conditions or circumstances on which any such statements may be based, or that may affect the likelihood that actual results will differ from those set forth in the forward-looking statements.

Overview

We are a clinical-stage biotechnology company committed to developing potentially transformative gene therapies for severe genetic diseases and cancer. With our lentiviral-based gene therapy and gene editing capabilities, we have built an integrated product platform with broad therapeutic potential in a variety of indications. We believe that gene therapy for severe genetic diseases has the potential to change the way these patients are treated by correcting the underlying genetic defect that is the cause of their disease, rather than offering treatments that only address their symptoms. Our clinical programs in severe genetic diseases include our LentiGlobin[®] product candidate as a treatment for each of transfusion-dependent β -thalassemia, or TDT, and severe sickle cell disease, or SCD, and our Lenti-D[™] product candidate as a treatment for cerebral adrenoleukodystrophy, or CALD, a rare hereditary neurological disorder. Our programs in oncology are built upon our leadership in lentiviral gene delivery and T cell engineering, with a focus on developing novel T cell-based immunotherapies, including chimeric antigen receptor (CAR) and T cell receptor (TCR) T cell therapies. bb2121 and bb21217, our product candidates in oncology, are CAR T cell product candidates for the treatment of multiple myeloma.

In October 2018, we announced that the European Medicines Agency, or EMA, has accepted for review our marketing authorization application, or MAA, of our LentiGlobin product candidate for the treatment of adult and adolescent patients with TDT and non- β^0/β^0 genotypes. We expect to launch LentiGlobin in Europe and begin to generate product revenues, if we receive conditional approval, in 2019. We plan to file a biologics license application, or BLA, in the United States in 2019 for the use of LentiGlobin in the treatment of adult and adolescent patients with TDT and non- β^0/β^0 genotypes. We are also engaged with the U.S. Food and Drug Administration, or FDA, and the EMA in discussions regarding our proposed development plans for LentiGlobin in SCD, with a potential first submission for regulatory approval in 2022.

If our Lenti-D product candidate shows a sufficiently compelling treatment effect, and pending further discussion with regulatory authorities, the results from our Starbeam study could potentially form the basis of a Biologics License Application, or BLA, and a Marketing Authorization Application, or MAA, submission in the United States and European Union, respectively. We anticipate a potential first submission for regulatory approval of our Lenti-D product candidate for the treatment of patients with CALD in 2019.

In collaboration with Celgene Corporation, or Celgene, we are developing our bb2121 and bb21217 product candidates in multiple myeloma, a hematologic malignancy that develops in the bone marrow and is fatal if untreated. We are co-developing and co-promoting the bb2121 product candidate in the United States with Celgene and we have exclusively licensed to Celgene the development and commercialization rights for the bb2121 product candidate outside of the United States. We and Celgene anticipate the first potential approval of the bb2121 product candidate for the treatment of relapsed and refractory multiple myeloma in 2020. We have exclusively licensed the development and commercialization rights for the bb21217 product candidate to Celgene, with an option for us to elect to co-develop and co-promote bb21217 within the United States.

As of December 31, 2018, we had cash, cash equivalents and marketable securities of approximately \$1.9 billion. We expect that our existing cash, cash equivalents and marketable securities will be sufficient to fund our current planned operations into 2022.

Since our inception in 1992, we have devoted substantially all of our resources to our development efforts relating to our product candidates, including activities to manufacture product candidates in compliance with good manufacturing practices, or GMP, to conduct clinical studies of our product candidates, to provide general and administrative support for these operations and to protect our intellectual property. We do not have any products approved for sale and have not generated any revenue from product sales. We have funded our operations primarily through the sale of common stock in our public offerings, private placements of preferred stock and warrants and through collaborations.

We have never been profitable and have incurred net losses in each year since inception. Our net losses were \$555.6 million for the year ended December 31, 2018 and our accumulated deficit was \$1.5 billion as of December 31, 2018. Substantially all our net losses resulted from costs incurred in connection with our research and development programs and from general and administrative costs associated with our operations. We expect to continue to incur significant expenses and increasing operating losses for at least the next several years. We expect our expenses will increase substantially in connection with our ongoing and planned activities, as we:

- conduct clinical studies for our LentiGlobin and Lenti-D product candidates, as well as to fund our share of the costs of clinical studies for the bb2121 and bb21217 product candidates partnered with Celgene;
- increase research and development-related activities for the discovery and development of oncology product candidates;
- continue our research and development efforts internally and through our collaborations with external partners, such as with Regeneron;
- manufacture clinical study materials and establish the infrastructure necessary to support and develop large-scale manufacturing capabilities;
- seek regulatory approval for our product candidates;
- add personnel to support our product development and commercialization efforts; and
- increase activities leading up to the potential commercial launch of our LentiGlobin and Lenti-D product candidates.

We do not expect to generate any product revenues until the second half of 2019, assuming we receive marketing approval for LentiGlobin. While we are in the process of building out our internal lentiviral vector manufacturing capacity, currently all of our manufacturing activities are contracted out to third parties. Additionally, we currently utilize third-party contract research organizations, or CROs, to carry out our clinical development activities. As we seek to obtain regulatory approval for any of our product candidates, we expect to incur significant commercialization expenses as we prepare for product sales, marketing, manufacturing, and distribution. Accordingly, we will seek to fund our operations through public or private equity or debt financings, strategic collaborations, or other sources. However, we may be unable to raise additional funds or enter into such other arrangements when needed on favorable terms or at all. Our failure to raise capital or enter into such other arrangements as and when needed would have a negative impact on our financial condition and our ability to develop our products.

Because of the numerous risks and uncertainties associated with product development, we are unable to predict the timing or amount of increased expenses or when or if we will be able to achieve or maintain profitability. Even if we are able to generate revenues from the sale of our products, we may not become profitable. If we fail to become profitable or are unable to sustain profitability on a continuing basis, then we may be unable to continue our operations at planned levels and be forced to reduce our operations.

Financial operations overview

Revenue

To date, we have not generated any revenues from the sale of products. Our revenues have been derived from collaboration arrangements, out-licensing arrangements, research fees, and grant revenues. Effective January 1, 2018, we adopted Accounting Standards Codification (“ASC”), Topic 606, *Revenue from Contracts with Customers* (“Topic 606”), using the modified retrospective transition method.

To date, our collaboration revenue has been primarily generated from our collaboration arrangement with Celgene Corporation (“Celgene”), which was originally entered into in March 2013 and was subsequently amended in June 2015, as further described in Note 10, “*Collaborative arrangements*”. The terms of the arrangement with respect to bb2121 contain multiple promised goods or services, which include: (i) research and development services, (ii) a license to bb2121, and (iii) manufacture of vectors and associated payload for incorporation into bb2121 under the license. As of September 2017, the Celgene collaboration also included the following promised goods or services with respect to bb21217: (i) research and development services, (ii) a license to bb21217, and (iii) manufacture of vectors and associated payload for incorporation into bb21217 under the license. In March 2018, we entered into an agreement with Celgene to co-develop and co-promote bb2121 in which both parties will share equally in U.S. costs and profits.

In August 2018, we entered in a collaboration arrangement with Regeneron Pharmaceuticals, Inc (“Regeneron”). We began recognizing collaboration revenue under this arrangement in the fourth quarter of 2018.

Nonrefundable license fees are recognized as revenue upon delivery of the license provided there are no unsatisfied performance obligations in the arrangement. License revenue has historically been generated from our out-license agreements with Novartis Pharma AG, or Novartis, and GlaxoSmithKline Intellectual Property Development Limited, or GSK. The license agreement with GSK was assigned by GSK to Orchard Therapeutics Limited, or Orchard, effective as of April 11, 2018. Under our out-licensing agreements we may also recognize revenue from potential future milestone payments and royalties.

Please refer to Note 2, “*Summary of significant accounting policies and basis of presentation*” in the Notes to Consolidated Financial Statements, for further information for further discussion of our accounting policies.

Research and development expenses

Research and development expenses consist primarily of costs incurred for the development of our product candidates, which include:

- employee-related expenses, including salaries, benefits, travel and stock-based compensation expense;
- expenses incurred under agreements with CROs and clinical sites that conduct our clinical studies;
- costs of acquiring, developing, and manufacturing clinical study materials;
- reimbursable costs to our partners for collaborative activities;
- facilities, depreciation, and other expenses, which include direct and allocated expenses for rent and maintenance of facilities, information technology, insurance, and other supplies in support of research and development activities;
- costs associated with our research platform and preclinical activities;
- milestones and upfront license payments;
- costs associated with our regulatory, quality assurance and quality control operations; and
- amortization of intangible assets.

Research and development costs are expensed as incurred. Costs for certain development activities are recognized based on an evaluation of the progress to completion of specific tasks using information and data provided to us by our vendors and our clinical sites. The duration, costs, and timing of clinical studies and development of our product candidates will depend on a variety of factors, any of which could mean a significant change in the costs and timing associated with the development of our product candidates including:

- the scope, rate of progress, and expense of our ongoing as well as any additional clinical studies and other research and development activities we undertake;
- future clinical study results;
- uncertainties in clinical study enrollment rates;
- changing standards for regulatory approval; and
- the timing and receipt of any regulatory approvals.

We plan to increase our research and development expenses for the foreseeable future as we continue to advance the development of our Lenti-D, LentiGlobin, bb2121, and bb21217 product candidates, conduct research and development activities in oncology, including under our strategic collaborations with Celgene and Regeneron, and continue the research and development of product candidates using our gene editing technology platform. Our research and development expenses include expenses associated with the following activities:

- Northstar-2 Study (HGB-207) – a multi-site, international phase 3 study to examine the safety and efficacy of our LentiGlobin product candidate in the treatment of patients with TDT and a non- β^0/β^0 genotype.
- Northstar-3 Study (HGB-212) – a multi-site, international phase 3 study to examine the safety and efficacy of our LentiGlobin product candidate in the treatment of patients with TDT and a β^0/β^0 genotype or an IVS-I-110 mutation.
- HGB-205 study – a single-center phase 1/2 study in France to study the safety and efficacy of our LentiGlobin product candidate in the treatment of subjects with TDT and of patients with SCD.

- HGB-206 study – a multi-site phase 1/2 study in the United States to study the safety and efficacy of our LentiGlobin product candidate in the treatment of patients with SCD.
- Our planned HGB-210 study – our planned multi-site, international phase 3 study of patients with SCD and a history of vaso-occlusive events. We plan to initiate this study in 2019.
- Starbeam Study (ALD-102) – a multi-site, international phase 2/3 study to examine the safety and efficacy of our Lenti-D product candidate in the treatment of patients with CALD.
- Our planned ALD-104 study – our planned multi-site phase 3 study to examine the safety and efficacy of our Lenti-D product candidate in the treatment of patients with CALD.
- CRB-401 study – an open label, single-arm, multi-center, phase 1 study to examine the safety and efficacy of the bb2121 product candidate in the treatment of patients with relapsed and refractory multiple myeloma.
- CRB-402 study – an open label, single-arm, multicenter, phase 1 study to examine the safety and efficacy of the bb21217 product candidate in the treatment of patients with relapsed and refractory multiple myeloma.
- Additional planned clinical studies for the development of bb2121, including: KarMMA-2 (MM-002), the planned multi-cohort, open-label, multicenter phase 2 study to examine the safety and efficacy of the bb2121 product candidate in the treatment of patients with relapsed and refractory multiple myeloma and in high-risk multiple myeloma; KarMMA-3 (MM-003), the planned multicenter, randomized, open-label phase 3 study comparing the efficacy and safety of the bb2121 product candidate versus standard triplet regimens in patients with relapsed and refractory multiple myeloma; and a planned multi-center phase 2 study to examine the safety and efficacy of the bb2121 product candidate in the treatment of patients with newly-diagnosed multiple myeloma.
- We will continue to manufacture clinical study materials in support of our clinical studies.

From inception through December 31, 2018, we have incurred \$1.2 billion in research and development expenses. Our direct research and development expenses consist principally of external costs, such as fees paid to investigators, consultants, central laboratories and CROs in connection with our clinical studies, license and milestone fees, and costs related to acquiring and manufacturing clinical study materials. We allocate salary and benefit costs directly related to specific programs. We do not allocate personnel-related discretionary bonus or stock-based compensation costs, costs associated with our general discovery platform improvements, depreciation or other indirect costs that are deployed across multiple projects under development and, as such, the costs are separately classified as other research and development expenses in the table below:

	Year ended December 31,		
	2018	2017	2016
	(in thousands)		
LentiGlobin	\$ 125,058	\$ 85,710	\$ 67,154
Lenti-D	38,244	16,223	18,612
bb2121	75,667	32,144	12,690
bb21217	15,624	7,402	—
Pre-clinical programs	50,115	40,167	32,771
Total direct research and development expense	304,708	181,646	131,227
Employee- and contractor-related expenses	35,697	23,698	17,047
Stock-based compensation expense	54,422	26,633	19,690
Platform-related expenses	18,187	15,414	15,359
Facility expenses	32,158	24,700	20,301
Other expenses	3,417	949	1,151
Total other research and development expenses	143,881	91,394	73,548
Total research and development expense	\$ 448,589	\$ 273,040	\$ 204,775

The costs associated with our bb21217 program were included in pre-clinical programs in the table shown above through June 30, 2017. The costs associated with our bb21217 program are presented separately in the table above beginning in the third quarter of 2017 as we initiated the first clinical study for bb21217 in the third quarter of 2017.

General and administrative expenses

General and administrative expenses consist primarily of salaries and related costs for personnel, including stock-based compensation and travel expenses for our employees in executive, operational, finance, legal, business development, commercial, information technology, and human resource functions. Other general and administrative expenses include facility-related costs, professional fees for accounting, tax, legal and consulting services, directors' fees and expenses associated with obtaining and maintaining patents.

We anticipate that our general and administrative expenses will increase in the future as we increase our headcount to support our continued research and development and the potential commercialization of our product candidates on a global basis. Additionally, we anticipate an increase in payroll and related expenses as a result of our preparation for commercial operations, especially as it relates to the sales and marketing of our product candidates.

Cost of license and royalty revenue

Cost of license and royalty revenue represents expense associated with amounts owed to third party licensors as a result of revenue recognized under our out-license arrangements with Novartis and Orchard.

We anticipate that our cost of license and royalty revenue will increase in the future contingent upon the achievement of regulatory milestones by Novartis or Orchard. Additionally, we anticipate that our cost of license and royalty revenue will increase in the future as we expect to continue to recognize royalty revenue related to Novartis' commercial sale of Kymriah.

Change in fair value of contingent consideration

On June 30, 2014, we acquired Precision Genome Engineering, Inc., or Progenen. The agreement provided for up to \$135.0 million in future contingent cash payments by us upon the achievement of certain preclinical, clinical and commercial milestones related to the Progenen technology.

As of December 31, 2018, there are \$120.0 million in future contingent cash payments, of which \$20.1 million relates to clinical milestones and \$99.9 million relates to commercial milestones. We estimate future contingent cash payments have a fair value of \$5.2 million as of December 31, 2018, all of which is classified as a non-current liability on our consolidated balance sheet.

Interest income (expense), net

Interest income (expense), net consists primarily of interest income earned on investments and interest expense on the financing obligation for our headquarters at 60 Binney Street in Cambridge, Massachusetts.

Other income (expense), net

Other income (expense), net consists primarily of unrealized gains on equity securities, gains and losses on the disposal of fixed assets, realized gains and losses on debt securities, and gains and losses on foreign currency transactions.

Critical accounting policies and significant judgments and estimates

Our management's discussion and analysis of our financial condition and results of operations are based on our financial statements, which have been prepared in accordance with generally accepted accounting principles in the U.S. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, and expenses and the disclosure of contingent assets and liabilities in our financial statements. On an ongoing basis, we evaluate our estimates and judgments, including expected business and operational changes, sensitivity and volatility associated with the assumptions used in developing estimates, and whether historical trends are expected to be representative of future trends. We base our estimates on historical experience, known trends and events and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. In making estimates and judgments, management employs critical accounting policies.

While our significant accounting policies are described in more detail in the notes to our financial statements appearing elsewhere in this annual report, we believe the following accounting policies to be most critical to the judgments and estimates used in the preparation of our financial statements.

Revenue recognition

Revenue recognition

Effective January 1, 2018, we adopted Accounting Standards Codification (“ASC”), Topic 606, *Revenue from Contracts with Customers* (“Topic 606”), using the modified retrospective transition method. Under this method, we have recognized the cumulative effect of the adoption as an adjustment to the opening balance of accumulated deficit in the current period consolidated balance sheet. We have not revised our consolidated financial statements for prior periods. This standard applies to all contracts with customers, except for contracts that are within the scope of other standards, such as collaboration arrangements and leases.

Under Topic 606, an entity recognizes revenue when its customer obtains control of promised goods or services, in an amount that reflects the consideration that the entity expects to receive in exchange for those goods or services. To determine revenue recognition for arrangements that an entity determines are within the scope of Topic 606, the entity performs the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price, including variable consideration, if any; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) the entity satisfies a performance obligation. We only apply the five-step model to contracts when it is probable that the entity will collect the consideration to which it is entitled in exchange for the goods or services it transfers to the customer.

Once a contract is determined to be within the scope of Topic 606, we assess the goods or services promised within each contract and determine those that are performance obligations. Arrangements that include rights to additional goods or services that are exercisable at a customer’s discretion are generally considered options. We assess if these options provide a material right to the customer and if so, they are considered performance obligations. The identification of material rights requires judgments related to the determination of the value of the underlying license relative to the option exercise price, including assumptions about technical feasibility and the probability of developing a candidate that would be subject to the option rights. The exercise of a material right is accounted for as a contract modification for accounting purposes.

We assess whether each promised good or service is distinct for the purpose of identifying the performance obligations in the contract. This assessment involves subjective determinations and requires management to make judgments about the individual promised goods or services and whether such are separable from the other aspects of the contractual relationship. Promised goods and services are considered distinct provided that: (i) the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer (that is, the good or service is capable of being distinct) and (ii) the entity’s promise to transfer the good or service to the customer is separately identifiable from other promises in the contract (that is, the promise to transfer the good or service is distinct within the context of the contract). In assessing whether a promised good or service is distinct, we consider factors such as the research, manufacturing and commercialization capabilities of the collaboration partner and the availability of the associated expertise in the general marketplace. We also consider the intended benefit of the contract in assessing whether a promised good or service is separately identifiable from other promises in the contract. If a promised good or service is not distinct, an entity is required to combine that good or service with other promised goods or services until it identifies a bundle of goods or services that is distinct.

The transaction price is then determined and allocated to the identified performance obligations in proportion to their standalone selling prices (“SSP”) on a relative SSP basis. SSP is determined at contract inception and is not updated to reflect changes between contract inception and when the performance obligations are satisfied. Determining the SSP for performance obligations requires significant judgment. In developing the SSP for a performance obligation, we consider applicable market conditions and relevant entity-specific factors, including factors that were contemplated in negotiating the agreement with the customer and estimated costs. We validate the SSP for performance obligations by evaluating whether changes in the key assumptions used to determine the SSP will have a significant effect on the allocation of arrangement consideration between multiple performance obligations.

If the consideration promised in a contract includes a variable amount, we estimate the amount of consideration to which we will be entitled in exchange for transferring the promised goods or services to a customer. We determine the amount of variable consideration by using the expected value method or the most likely amount method. We include the unconstrained amount of estimated variable consideration in the transaction price. The amount included in the transaction price is constrained to the amount for which it is probable that a significant reversal of cumulative revenue recognized will not occur. At the end of each subsequent reporting period, we re-evaluate the estimated variable consideration included in the transaction price and any related constraint, and if necessary, adjust our estimate of the overall transaction price. Any such adjustments are recorded on a cumulative catch-up basis in the period of adjustment.

If an arrangement includes development and regulatory milestone payments, we evaluate whether the milestones are considered probable of being reached and estimate the amount to be included in the transaction price using the most likely amount method. If it is probable that a significant revenue reversal would not occur, the associated milestone value is included in the transaction price. Milestone payments that are not within our control or the licensee’s control, such as regulatory approvals, are generally not considered probable of being achieved until those approvals are received.

For arrangements with licenses of intellectual property that include sales-based royalties, including milestone payments based on the level of sales, and the license is deemed to be the predominant item to which the royalties relate, we recognize royalty revenue and sales-based milestones at the later of (i) when the related sales occur, or (ii) when the performance obligation to which the royalty has been allocated has been satisfied.

In determining the transaction price, we adjust consideration for the effects of the time value of money if the timing of payments provides us with a significant benefit of financing. We do not assess whether a contract has a significant financing component if the expectation at contract inception is such that the period between payment by the licensees and the transfer of the promised goods or services to the licensees will be one year or less. We assessed each of our revenue generating arrangements in order to determine whether a significant financing component exists and concluded that a significant financing component does not exist in any of our arrangements.

We then recognize as revenue the amount of the transaction price that is allocated to the respective performance obligation when (or as) each performance obligation is satisfied, either at a point in time or over time, and if over time recognition is based on the use of an output or input method.

Collaboration revenue

To date, collaboration revenue has been primarily generated from our collaboration arrangement with Celgene, which was originally entered into in March 2013 and was subsequently amended in June 2015, as further described in Note 10, “*Collaborative arrangements*”. In August 2018, we entered into a collaboration arrangement with Regeneron, and began recognizing collaboration revenue under this arrangement in the fourth quarter of 2018.

We analyze our collaboration arrangements to assess whether they are within the scope of ASC 808, *Collaborative Arrangements* (“ASC 808”) to determine whether such arrangements involve joint operating activities performed by parties that are both active participants in the activities and exposed to significant risks and rewards dependent on the commercial success of such activities. This assessment is performed throughout the life of the arrangement based on changes in the responsibilities of all parties in the arrangement. For collaboration arrangements within the scope of ASC 808 that contain multiple elements, we first determine which elements of the collaboration are deemed to be within the scope of ASC 808 and those that are more reflective of a vendor-customer relationship and therefore within the scope of Topic 606. For elements of collaboration arrangements that are accounted for pursuant to ASC 808, an appropriate recognition method is determined and applied consistently, generally by analogy to Topic 606. Amounts that are owed to collaboration partners are recognized as an offset to collaboration revenues as such amounts are incurred by the collaboration partner. Where amounts owed to a collaboration partner exceed our collaboration revenues in each quarterly period, such amounts are classified as research and development expense. For those elements of the arrangement that are accounted for pursuant to Topic 606, we apply the five-step model described above.

Impact of Topic 606 adoption

As a result of adopting Topic 606, we recorded a \$29.4 million adjustment to the opening balance of accumulated deficit in the first quarter of 2018 primarily as a result of the accounting for the up-front consideration received in March 2013 in connection with the collaboration arrangement with Celgene under ASC 605-25 versus Topic 606. Refer below for a summary of the amount by which each financial statement line item was affected by the impact of the cumulative adjustment:

(in thousands)	Impact of Topic 606 adoption on consolidated balance sheet as of January 1, 2018		
	As reported under Topic 606	Adjustments	Balances without adoption of Topic 606
Deferred revenue, current portion	\$ 45,344	\$ 19,670	\$ 25,674
Deferred revenue, net of current portion	\$ 31,468	\$ 9,705	\$ 21,763
Accumulated deficit	\$ (943,183)	\$ (29,375)	\$ (913,808)

The amount by which each financial statement line item is affected in the current reporting period by Topic 606 as compared with the guidance that was in effect prior to adoption is disclosed below.

(in thousands)	Impact of Topic 606 adoption on consolidated balance sheet as of December 31, 2018		
	As reported under Topic 606	Adjustments	Balances without adoption of Topic 606
Deferred revenue, current portion	\$ 18,602	\$ 7,772	\$ 10,830
Deferred revenue, net of current portion	\$ 16,338	\$ 3,094	\$ 13,244
Accumulated deficit	\$ (1,498,808)	\$ (10,866)	\$ (1,487,942)

(in thousands, except per share data)	Impact of Topic 606 adoption on consolidated statement of operations and comprehensive loss for the twelve months ended December 31, 2018		
	As reported under Topic 606	Adjustments	Balances without adoption of Topic 606
Collaboration revenue	\$ 52,353	\$ 13,917	\$ 38,436
Research and development expense	\$ 448,589	\$ (4,592)	\$ 453,181
Net loss	\$ (555,625)	\$ 18,509	\$ (574,134)
Net loss per share - basic and diluted:	\$ (10.68)	\$ 0.35	\$ (11.03)

(in thousands)	Impact of Topic 606 adoption on consolidated statement of cash flows for the twelve months ended December 31, 2018		
	As reported under Topic 606	Adjustments	Balances without adoption of Topic 606
Net loss	\$ (555,625)	\$ 18,509	\$ (574,134)
Changes in deferred revenue	\$ (41,872)	\$ (18,509)	\$ (23,363)

Financing lease obligation

Beginning in 2015 through construction completion in 2017, we recorded certain estimated construction costs incurred and reported to us by the landlord for our corporate headquarters building, located at 60 Binney Street in Cambridge, Massachusetts, as an asset and corresponding construction financing lease obligation on our consolidated balance sheets because we were deemed to be the owner of the building during the construction period for accounting purposes. During construction, we periodically met with the landlord and its construction manager to review these estimates and observe construction progress before recording such amounts. Upon completion of the construction of the building in the first quarter of 2017, we evaluated the lease and determined that it did not meet the criteria for "sale-leaseback" treatment. Accordingly, we are depreciating the building over 40 years and incurring interest expense in our consolidated statement of operations and comprehensive loss related to the financing lease obligation recorded on our consolidated balance sheet. Any costs incurred by us that have been reimbursed by the landlord or that qualify for reimbursement by the landlord are recorded as an asset and financing lease obligation. Any incremental costs incurred directly by us that do not qualify for reimbursement by the landlord are also capitalized. We began occupying our corporate headquarters building on March 27, 2017.

Accrued research and development expenses

As part of the process of preparing our financial statements, we are required to estimate our accrued expenses. This process involves reviewing open contracts and purchase orders, communicating with our personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of the actual cost. The majority of our service providers invoice us monthly in arrears for services performed or when contractual milestones are met. We make estimates of our accrued expenses as of each balance sheet date in our financial statements based on facts and circumstances known to us at that time. Examples of estimated accrued research and development expenses include fees paid to:

- CROs in connection with clinical studies;
- investigative sites in connection with clinical studies;
- vendors in connection with preclinical development activities; and
- vendors related to development, manufacturing, and distribution of clinical trial materials.

We base our expenses related to clinical studies on our estimates of the services received and efforts expended pursuant to contracts with multiple CROs that conduct and manage clinical studies on our behalf. The financial terms of these agreements are subject to negotiation, vary from contract to contract and may result in uneven payment flows. There may be instances in which payments made to our vendors will exceed the level of services provided and result in a prepayment of the clinical expense. Payments under some of these contracts depend on factors such as the successful enrollment of subjects and the completion of clinical study milestones. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period and adjust accordingly.

Stock-based compensation

We issue stock-based awards to employees and non-employees, generally in the form of stock options and restricted stock units. We account for our stock-based awards in accordance with FASB ASC Topic 718, *Compensation—Stock Compensation*, or ASC 718. ASC 718 requires all stock-based payments to employees, including grants of employee stock options and modifications to existing stock options, to be recognized in the consolidated statements of operations and comprehensive loss based on their fair values. Prior to the adoption of Accounting Standards Update (“ASU”) No. 2018-07, *Compensation - Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting* (“ASU 2018-07”), the measurement date for non-employee awards was generally the date the services are completed, resulting in financial reporting period adjustments to stock-based compensation during the vesting terms for changes in the fair value of the awards. After the adoption of ASU 2018-07, the measurement date for non-employee awards is the date of grant without changes in the fair value of the award. Stock-based compensation costs for non-employees are recognized as expense over the vesting period on a straight-line basis.

Our stock-based awards are subject to either service or performance-based vesting conditions. Compensation expense related to awards to employees, non-employees, and directors, with service-based vesting conditions is recognized on a straight-line basis based on the grant date fair value over the associated service period of the award, which is generally the vesting term. Compensation expense related to awards to employees and non-employees with performance-based vesting conditions is recognized based on the grant date fair value over the requisite service period using the accelerated attribution method to the extent achievement of the performance condition is probable. We estimate the probability that certain performance criteria will be met and do not recognize compensation expense until it is probable that the performance-based vesting condition will be achieved.

We estimate the fair value of our stock-based awards to employees, non-employees, and directors, using the Black-Scholes option pricing model, which requires the input of subjective assumptions, including (i) the expected volatility of our stock, (ii) the expected term of the award, (iii) the risk-free interest rate, and (iv) expected dividends. Due to the lack of company specific historical and implied volatility data, we based our estimate of expected volatility on the estimate and expected volatilities of a representative group of publicly traded companies. For these analyses, we select companies with comparable characteristics to ours including enterprise value, risk profiles, position within the industry, and with historical share price information sufficient to meet the expected life of the stock-based awards. We compute the historical volatility data using the daily closing prices for the selected companies’ shares during the equivalent period of the calculated expected term of our stock-based awards. We will continue to apply this process until a sufficient amount of historical information regarding the volatility of our own stock price becomes available. We estimate the expected life of our employee stock options using the “simplified” method, whereby, the expected life equals the average of the vesting term and the original contractual term of the option. The risk-free interest rates for periods within the expected life of the option were based on the U.S. Treasury yield curve in effect during the period the options were granted.

Recent accounting pronouncements

See Note 2 to our consolidated financial statements included in Part II, Item 8, “Financial Statements and Supplementary Data,” of this Annual Report on Form 10-K for a description of recent accounting pronouncements applicable to our business.

Results of Operations

Comparison of the years ended December 31, 2018 and 2017:

	Year ended December 31,		Change
	2018	2017	
	(in thousands)		
Revenue:			
Collaboration revenue	\$ 52,353	\$ 22,207	\$ 30,146
License and royalty revenue	2,226	13,220	(10,994)
Total revenues	54,579	35,427	19,152
Operating expenses:			
Research and development	448,589	273,040	175,549
General and administrative	174,129	93,550	80,579
Cost of license and royalty revenue	885	1,527	(642)
Change in fair value of contingent consideration	2,999	(525)	3,524
Total operating expenses	626,602	367,592	259,010
Loss from operations	(572,023)	(332,165)	239,858
Interest income (expense), net	14,624	(2,001)	(16,625)
Other income (expense), net	1,961	(1,267)	(3,228)
Loss before income taxes	(555,438)	(335,433)	220,005
Income tax expense	(187)	(210)	(23)
Net loss	\$ (555,625)	\$ (335,643)	\$ 219,982

Revenue. Total revenue was \$54.6 million for the year ended December 31, 2018, compared to \$35.4 million for the year ended December 31, 2017. The increase of \$19.2 million was primarily attributable to collaboration revenue recognized associated with the bb2121 license and manufacturing services under our agreement with Celgene, of which \$13.9 million is attributable to differences resulting from the application of Topic 606 and ASC 605 to our arrangement with Celgene during the year ended December 31, 2018 and 2017, respectively, offset by a decrease in license and royalty revenue.

Research and development expenses. Research and development expenses were \$448.6 million for the year ended December 31, 2018, compared to \$273.0 million for the year ended December 31, 2017. The increase of \$175.5 million was primarily attributable to the following:

- \$84.5 million of increased costs incurred for material production, laboratory expenses, and collaboration research;
- \$61.1 million of increased employee compensation, benefit, and other headcount related expenses, of which \$27.8 million is stock based compensation expense, primarily due to an increase in headcount to support overall growth;
- \$17.8 million of increased facility related costs and professional and consulting fees;
- \$10.5 million of increased clinical trial-related costs to support the advancement of our clinical programs; and
- \$1.3 million of increased license and milestone fees (exclusive of any costs recorded in cost of license and royalty revenue) and increased grants and scholarships.

General and administrative expenses. General and administrative expenses were \$174.1 million for the year ended December 31, 2018, compared to \$93.6 million for the year ended December 31, 2017. The increase of \$80.6 million was primarily due to the following:

- \$47.4 million of increased employee compensation and benefits, inclusive of \$29.8 million of increased stock-based compensation expense;
- \$10.1 million of increased commercial-related costs, primarily attributed to market research costs;
- \$14.6 million due to increased consultant and professional services expenses;
- \$5.7 million in other headcount related costs; and
- \$4.3 million of increased office expenses.

These increases were offset by decreased facility-related costs of \$1.7 million.

Cost of license and royalty revenue. Cost of license and royalty revenue was \$0.9 million for the year ended December 31, 2018, compared to \$1.5 million for the year ended December 31, 2017. The decrease is attributable to decreased license and royalty revenue in the same periods.

Change in fair value of contingent consideration. The change in fair value of contingent consideration is driven by changes in assumptions related to estimate milestone achievement dates or probabilities of achievement.

Interest income (expense), net. The change in interest income (expense), net was primarily related to increased interest income earned on investments due to the increase in investment in marketable securities, partially offset by interest expense on the 60 Binney financing obligation.

Other income (expense), net. Other income, net was \$2.0 million for the year ended December 31, 2018, compared to other expense, net of \$1.3 million for the year ended December 31, 2017. The change is primarily related to an unrealized gain recognized on equity securities as well as fluctuations in foreign currency exchange rates.

Comparison of the years ended December 31, 2017 and 2016:

	Year ended December 31,		Change
	2017	2016	
	(in thousands)		
Revenue:			
Collaboration revenue	\$ 22,207	\$ 6,155	\$ 16,052
License and royalty revenue	13,220	—	13,220
Total revenues	35,427	6,155	29,272
Operating expenses:			
Research and development	273,040	204,775	68,265
General and administrative	93,550	65,119	28,431
Cost of license and royalty revenue	1,527	—	1,527
Change in fair value of contingent consideration	(525)	4,091	(4,616)
Total operating expenses	367,592	273,985	93,607
Loss from operations	(332,165)	(267,830)	64,335
Interest (expense) income, net	(2,001)	3,782	5,783
Other expense, net	(1,267)	(71)	1,196
Loss before income taxes	(335,433)	(264,119)	71,314
Income tax (expense) benefit	(210)	612	822
Net loss	\$ (335,643)	\$ (263,507)	\$ 72,136

Revenue. Total revenue was \$35.4 million for the year ended December 31, 2017, compared to \$6.2 million for the year ended December 31, 2016. The increase of \$29.3 million was primarily attributable to collaboration revenue recognized associated with the bb2121 license and manufacturing services which commenced in the first quarter of 2017 and revenue recognized under our out-licensing arrangements with Novartis and GSK.

Research and development expenses. Research and development expenses were \$273.0 million for the year ended December 31, 2017, compared to \$204.8 million for the year ended December 31, 2016. The increase of \$68.3 million was primarily attributable to the following:

- \$22.1 million of employee compensation and benefits, inclusive of \$6.9 million increased stock-based compensation expense, as well as \$2.2 million in other headcount related costs primarily due to an increase in headcount to support overall growth;
- \$17.7 million of manufacturing costs for our ongoing clinical and pre-clinical studies;
- \$12.1 million of clinical trial-related costs to support the advancement of our clinical programs;
- \$4.4 million of facility related costs;
- \$3.5 million of license and milestone fees; and
- \$3.0 million related to cost reimbursement to Celgene for costs incurred under our collaboration arrangement

General and administrative expenses. General and administrative expenses were \$93.6 million for the year ended December 31, 2017, compared to \$65.1 million for the year ended December 31, 2016. The increase of approximately \$28.4 million was primarily due to an increase of \$14.9 million in employee compensation and benefits, inclusive of \$6.6 million increased stock-based compensation expense, \$2.3 million in other headcount related costs, increased commercial-related costs of \$8.6 million primarily attributed to market research costs, and increased facility-related costs of \$2.1 million.

Cost of license and royalty revenue. Cost of license and royalty revenue was \$1.5 million for the year ended December 31, 2017. The increase compared to the prior period is attributable to increased license and royalty revenue in the same periods.

Change in fair value of contingent consideration. The change in fair value of contingent consideration is driven by changes in assumptions related to estimated milestone achievement dates or probabilities of achievement.

Interest (expense) income, net. The increase in interest (expense) income, net was primarily related to interest expense on the 60 Binney financing obligation partially offset by interest income earned on investments.

Other expense, net. Other expense, net was \$1.3 million for the year ended December 31, 2017, compared to \$0.1 million for the year ended December 31, 2016. The increase was primarily related to a loss on the disposal of assets.

Liquidity and Capital Resources

As of December 31, 2018, we had cash, cash equivalents and marketable securities of approximately \$1.9 billion. We expect cash, cash equivalents and marketable securities to fund planned operations into 2022. Cash in excess of immediate requirements is invested in accordance with our investment policy, primarily with a view to liquidity and capital preservation. As of December 31, 2018, our funds are primarily held in U.S. Treasury securities, U.S. government agency securities, equity securities, certificates of deposit and money market accounts.

We have incurred losses and cumulative negative cash flows from operations since our inception in April 1992, and as of December 31, 2018, we had an accumulated deficit of \$1.5 billion. We anticipate that we will continue to incur losses for at least the next several years. We expect that our research and development and general and administrative expenses will continue to increase and, as a result, we will need additional capital to fund our operations, which we may raise through public or private equity or debt financings, strategic collaborations, or other sources.

We have funded our operations principally from the sale of common stock in public offerings as outlined below, preferred stock and through the Celgene and Regeneron collaborations. Recent sources of equity financing include:

- In June 2017, we sold 4.4 million shares of common stock (inclusive of 0.6 million shares of common stock sold by us pursuant to the full exercise of an overallotment option granted to the underwriters in connection with the offering) through an underwritten public offering at a price of \$105.00 per share for aggregate net proceeds to us of \$436.8 million.
- In December 2017, we sold 3.2 million shares of common stock (excluding any shares sold by us pursuant to an overallotment option granted to the underwriters in connection with the offering) through an underwritten public offering at a price of \$185.00 per share for aggregate net proceeds to us of \$569.8 million.
- In January 2018, we sold 0.3 million shares of common stock pursuant to the partial exercise of an overallotment option granted to the underwriters in connection with the December 2017 underwritten public offering at a price of \$185.00 per share for aggregate net proceeds of \$48.7 million.
- In July 2018, we sold 3.9 million shares of common stock through an underwritten public offering at a price of \$162.50 per share for aggregate net proceeds to us of \$600.6 million.
- In August 2018, we sold 0.4 million shares of common stock to Regeneron in connection with our collaboration arrangement at a price of \$238.10 per share for aggregate net proceeds to us of \$100.0 million, of which \$45.5 million was attributed to a prepayment of joint research activities. See Note 10, "Collaborative Arrangements" in the Notes to Consolidated Financial Statements for more information.

Sources of Liquidity

Cash Flows

The following table summarizes our cash flow activity:

	Year ended December 31,		
	2018	2017	2016
	(in thousands)		
Net cash used in operating activities	\$ (413,426)	\$ (280,553)	\$ (189,647)
Net cash (used in) provided by investing activities	(679,435)	(316,630)	67,110
Net cash provided by financing activities	737,692	1,076,174	241,534
Net (decrease) increase in cash, cash equivalents, and restricted cash	\$ (355,169)	\$ 478,991	\$ 118,997

Operating Activities. The net cash used in operating activities was \$413.4 million for the year ended December 31, 2018 and primarily consisted of a net loss of \$555.6 million adjusted for non-cash items including stock-based compensation of \$110.8 million, depreciation and amortization of \$17.2 million, offset by a net increase in operating assets and liabilities of \$19.2 million. The increase in operating assets and liabilities is driven by an increase in prepaid expenses and other assets of \$24.3 million primarily driven by upfront payments to contract manufacturing organizations and collaboration partners and a decrease in deferred revenue of \$41.9 million, offset by an increase of \$41.4 million in accounts payable, accrued expenses and other liabilities and an increase of \$44.0 million in collaboration research advancement.

The net cash used in operating activities was \$280.6 million for the year ended December 31, 2017 and primarily consisted of a net loss of \$335.6 million adjusted for non-cash items including stock-based compensation of \$53.3 million, depreciation and amortization of \$13.5 million, offset by a net increase in operating assets and liabilities of \$12.7 million. The increase in operating assets and liabilities is driven by an increase in prepaid expenses and other current assets of \$20.1 million primarily driven by upfront payments to contract manufacturing organizations offset by an increase of \$6.4 million in accounts payable, accrued expenses and other liabilities and an increase of \$1.0 million in deferred revenue.

The net cash used in operating activities was \$189.6 million for the year ended December 31, 2016 and primarily consisted of a net loss of \$263.5 million adjusted for non-cash items including stock-based compensation of \$39.8 million, depreciation and amortization of \$9.6 million, offset by a net increase in operating assets and liabilities of \$19.0 million. The increase in operating assets and liabilities is driven by an increase in prepaid expenses and other current assets of \$14.3 million for upfront payments to contract manufacturing organizations offset by an increase of \$28.7 million in accounts payable, accrued expenses and other liabilities related to an increase in manufacturing and clinical-trial related costs for our ongoing clinical and pre-clinical studies.

Investing Activities. Net cash used in investing activities for the year ended December 31, 2018 was \$679.4 million and was primarily due to the purchase of \$1,518.0 million of marketable securities and the purchase of \$55.7 million of property, plant and equipment offset by proceeds from the maturities of available-for-sale marketable securities of \$894.3 million.

Net cash used in investing activities for the year ended December 31, 2017 was \$316.6 million and was primarily due to the purchase of \$686.2 million of available-for-sale marketable securities and the purchase of \$62.2 million of property, plant and equipment offset by proceeds from the maturities of available-for-sale marketable securities of \$431.8 million.

Net cash provided by investing activities for the year ended December 31, 2016 was \$67.1 million and was primarily due to proceeds from the maturities of available-for-sale marketable securities of \$443.4 million offset by the purchase of \$348.2 million of available-for-sale marketable securities.

Financing Activities: Net cash provided by financing activities for the year ended December 31, 2018 was \$737.7 million and was primarily due to net cash proceeds from our January 2018 and July 2018 common stock offerings, as well as our issuance of common stock to Regeneron.

Net cash provided by financing activities for the year ended December 31, 2017 was \$1.1 billion and was primarily due to net cash proceeds from our June 2017 and December 2017 common stock offerings.

Net cash provided by financing activities for the year ended December 31, 2016 was \$241.5 million and was primarily due to net cash proceeds from our December 2016 common stock offering.

Contractual Obligations and Commitments

The following table summarizes our contractual obligations at December 31, 2018, which excludes potential milestone payments.

	Total	2019	2020 through 2021 (in thousands)	2022 through 2023	2024 and after
60 Binney Street lease	\$ 166,798	\$ 18,974	\$ 38,949	\$ 40,324	\$ 68,551
Operating leases (1)	111,045	17,511	37,505	26,716	29,313
Contract manufacturing	233,856	69,827	88,886	49,351	25,792
Total contractual obligations	<u>\$ 511,699</u>	<u>\$ 106,312</u>	<u>\$ 165,340</u>	<u>\$ 116,391</u>	<u>\$ 123,656</u>

- (1) Includes the lease of our lab and office space in Seattle, Washington, office space in Zug, Switzerland and rental payments associated with two embedded operating leases at contract manufacturing organizations.

We are subject to several in-licenses that include annual license maintenance fee payments and minimum royalties. The future obligations related to maintenance fee payments and minimum royalties in license agreements are not considered material and are not included in the table above.

60 Binney Street Lease

On September 21, 2015, we entered into a lease agreement for office and laboratory space located at 60 Binney Street, Cambridge, Massachusetts. Under the terms of the lease, starting on October 1, 2016, we leased approximately 253,108 square feet at \$72.50 per square foot per year, or \$18.4 million per year in base rent, which is subject to scheduled annual rent increases of 1.75% plus certain operating expenses and taxes. We also executed a \$9.2 million letter of credit upon signing the lease, which was required to be collateralized with a bank account at a financial institution in accordance with the lease agreement. This letter of credit was increased to \$13.8 million during the third quarter of 2016 as required under the terms of the lease. Subject to the terms of the lease and certain reduction requirements specified therein, including market capitalization requirements, this amount may decrease back to \$9.2 million over time. The lease will continue until March 31, 2027. Pursuant to a work letter entered into in connection with the lease, the landlord will contribute an aggregate of \$42.4 million toward the cost of construction and tenant improvements for the building. The purpose of the lease was to replace our previously leased premises at 150 Second Street and 215 First Street in Cambridge, Massachusetts, both of which were fully exited during the first half of 2017. We occupied the building at 60 Binney Street beginning on March 27, 2017.

Operating Leases

On June 3, 2016, we entered into a manufacturing agreement for the future commercial production of our Lenti-D and LentiGlobin product candidates with a contract manufacturing organization. Under this 12 year agreement, the contract manufacturing organization will complete the design, construction, validation and process validation of the leased suites prior to anticipated commercial launch of the product candidates. During construction, we were required to pay \$12.5 million upon the achievement of certain contractual milestones, and may pay up to \$8.0 million in additional contractual milestones if we elect our option to lease additional suites. We paid \$5.0 million for the achievement of the first and second contractual milestones during 2016 and paid \$5.5 million for the third and fourth contractual milestones achieved during 2017. In March 2018, \$1.5 million of the possible \$2.0 million related to the fifth contractual milestone was achieved and was paid in the second quarter of 2018. Given that construction was completed in March 2018, beginning in April 2018 we will pay \$5.1 million per year in fixed suite fees as well as certain fixed labor, raw materials, testing and shipping costs for manufacturing services, and may pay additional suite fees if it elects its option to reserve or lease additional suites. We may terminate this agreement at any time upon payment of a one-time termination fee and up to 24 months of fixed suite and labor fees. We concluded that this agreement contains an embedded lease as the suites are designated for our exclusive use during the term of the agreement. We concluded that we are not the deemed owner during construction nor is it a capital lease under ASC 840-10, Leases – Overall. As a result, we account for the agreement as an operating lease and expense the rental payments on a straight-line basis over the non-cancellable term of the embedded lease.

On November 18, 2016, we entered into an agreement for future clinical and commercial production of our LentiGlobin and Lenti-D gene therapy drug products with a contract manufacturing organization at an existing facility. The term of the agreement is five years with a three year renewal at the mutual option of each party. Under the agreement, we are required to pay an up-front fee of €3.0 million, €2.0 million of which was paid in the fourth quarter of 2016 and €1.0 million of which was paid in the third quarter of 2018, and annual maintenance and production fees of up to €9.8 million, depending on our production needs. We may terminate this agreement with twelve months' notice and a one-time termination fee. We concluded that this agreement contains an embedded lease as the clean rooms are designated for our exclusive use during the term of the agreement and determined that it is not a capital lease under ASC 840-10, Leases – Overall. As a result, we account for the agreement as an operating lease and expense the rental payments on a straight-line basis over the non-cancellable term of the embedded lease.

Contingent Consideration Related to Business Combinations

In connection with the Pregenen acquisition, we agreed to make contingent cash payments to the former equity holders of Pregenen. In accordance with accounting guidance for business combinations, these contingent cash payments are recorded as contingent consideration liabilities on our consolidated balance sheets at fair value. During the second quarter of 2017, a \$5.0 million preclinical milestone was achieved, which resulted in a \$5.0 million payment to the former equityholders of Pregenen during the third quarter of 2017. The aggregate remaining undiscounted amount of contingent consideration potentially payable is \$120.0 million. We have not included these payments in the table above because the achievement and timing of these milestones is not fixed and determinable. As of December 31, 2018, and 2017, \$5.2 million and \$2.2 million, respectively, is reflected as a non-current liability in the consolidated balance sheet, which represents the fair value of our contingent consideration obligations as of this date.

Contingent Milestone and Royalty Payments

We also have obligations to make future payments to third parties that become due and payable on the achievement of certain development, regulatory and commercial milestones (such as the start of a clinical trial, filing of a BLA, approval by the FDA or product launch). We have not included these commitments on our balance sheet or in the table above because the achievement and timing of these milestones is not fixed and determinable.

Based on our development plans as of December 31, 2018, we may be obligated to make future development, regulatory and commercial milestone payments and royalty payments on future sales of specified products associated with our collaboration and license agreements. Payments under these agreements generally become due and payable upon achievement of such milestones or sales. Because the achievement of these milestones or sales had not occurred as of December 31, 2018, such contingencies have not been recorded in our financial statements. Amounts related to contingent milestone payments and sales-based royalties are not yet considered contractual obligations as they are contingent upon success.

- Under a license agreement with Inserm-Transfert pursuant to which we license certain patents and know-how for use in adrenoleukodystrophy therapy, we will be required to make payments based upon development, regulatory and commercial milestones for any products covered by the in-licensed intellectual property. The maximum aggregate payments we may be obligated to pay for each of these milestone categories per product is €0.3, €0.2 and €1.6 million, respectively. We will also be required to pay a royalty on net sales of products covered by the in-licensed intellectual property in the low single digits. The royalty is subject to reduction for any third-party payments required to be made, with a minimum floor in the low single digits.
- Under a license agreement with Institut Pasteur pursuant to which we license certain patents for use in *ex vivo* gene therapy, we will be required to make payments per product covered by the in-licensed intellectual property upon the achievement of development and regulatory milestones, depending on the indication and the method of treatment. The maximum aggregate payments we may be obligated to pay for each of these milestone categories per product is €1.5 and €2.0 million, respectively. We will also be required to pay a royalty on net sales of products covered by the in-licensed intellectual property in the low single digits, which varies slightly depending on the indication of the product. We have the right to sublicense our rights under this agreement, and we will be required to pay a percentage of such license income varying from the low single digits to mid-range double digits depending on the nature of the sublicense and stage of development. We are required to make an annual maintenance payment, which is creditable against royalty payments on a year-by-year basis. On April 1, 2015, we amended this license agreement with Institut Pasteur, which resulted in a payment of €3.0 million that was paid during the second quarter of 2015. During the year ended December 31, 2018 we paid Institut Pasteur €0.4 million in connection with amounts owed to us by sublicensees.
- Under a license agreement with the Board of Trustees of the Leland Stanford Junior University, or Stanford, pursuant to which we license the HEK293T cell line for use in gene therapy products, we are required to pay a royalty on net sales of products covered by the in-licensed intellectual property in the low single digits that varies with net sales. The royalty is reduced for each third-party license that requires payments by us with respect to a licensed product, provided that the royalty to Stanford is not less than a specified percentage that is less than one percent. We have been paying Stanford an annual maintenance fee, which will be creditable against our royalty payments.
- Under a license agreement with the Massachusetts Institute of Technology, or MIT, pursuant to which we license various patents, we will be required to make a payment of \$0.1 million based upon a regulatory filing milestone. We will also be required to pay a royalty on net sales of products covered by the in-licensed intellectual property by us or our sublicensees. The royalty is in the low single digits and is reduced for royalties payable to third parties, provided that the royalty to MIT is not less than a specified percentage that is less than one percent. We have the right to sublicense our rights under this agreement, and we will be required to pay a percentage of such license income varying from the mid-single digits to low double digits. We are required to pay MIT an annual maintenance fee based on net sales of licensed products, which is creditable against our royalty payments.

- Under a license agreement with Research Development Foundation pursuant to which we license patents that involve lentiviral vectors, we will be required to make payments of \$1.0 million based upon a regulatory milestone for each product covered by the in-licensed intellectual property. We will also be required to pay a royalty on net sales of products covered by the in-licensed intellectual property in the low single digits, which is reduced by half if during the ten years following first marketing approval the last valid claim within the licensed patent that covers the licensed product expires or ends. During the year ended December 31, 2018 we paid Research Development Foundation \$0.1 million in connection with amounts owed to us by sublicensees.
- Under a license agreement with Biogen Inc., pursuant to which we license certain patents and patent applications related to our bb2121 and bb21217 product candidates, we will be required to make certain payments related to certain development milestone obligations and must report on our progress in achieving these milestones on a periodic basis. We may be obligated to pay up to \$23.0 million in the aggregate for each licensed product upon the achievement of remaining milestones. Upon commercialization of our products covered by the in-licensed intellectual property, we will be obligated to pay a percentage of net sales as a royalty in the low single digits. During the year ended December 31, 2018 we paid Biogen \$5.0 million based upon a clinical development milestone for a product covered by the in-licensed intellectual property.
- Under a license agreement with the National Institutes of Health, or NIH, pursuant to which we license certain patent applications related to our bb2121 and bb21217 product candidates, we have agreed to certain development and regulatory milestone obligations and must report on our progress in achieving these milestones on a periodic basis. We may be obligated to pay up to \$9.7 million in the aggregate for a licensed product upon the achievement of these milestones. Upon commercialization of our products covered by the in-licensed intellectual property, we will be obligated to pay NIH a percentage of net sales as a royalty in the low single digits. The royalties payable under this license agreement are subject to reduction for any third party payments required to be made, with a minimum floor in the low single digits.
- Under a license agreement with SIRION Biotech GmbH, or Sirion, pursuant to which we license certain patents directed to manufacturing related to our LentiGlobin product candidate, we will be required to make certain payments related to certain development milestone obligations and must report on our progress in achieving these milestones on a periodic basis. We may be obligated to pay up to \$13.4 million in the aggregate for each product covered by the in-licensed intellectual property. Upon commercialization of our products covered by the in-licensed intellectual property, we will be obligated to pay Sirion a percentage of net sales as a royalty in the low single digits. The royalties payable under this license agreement are subject to reduction for any third party payments required to be made, with a minimum floor in the low single digits. During the year ended December 31, 2018 we paid Sirion \$1.4 million based upon a development milestone for a product covered by the in-licensed intellectual property.

Other Funding Commitments

We enter into contracts in the normal course of business with CROs for preclinical research studies and clinical trials, research supplies and other services and products for operating purposes. We have also entered into multi-year agreements with manufacturing partners in the United States and Europe (Brammer Bio, Novasep and SAFC Carlsbad, Inc., or SAFC, a subsidiary of MilliporeSigma), which are partnering with us on production of lentiviral vector across all of our programs. In addition, we have entered into multi-year agreements with Lonza Houston, Inc. and apceth Biopharma, or apceth, to produce drug product for Lenti-D, LentiGlobin and bb21217. Currently, SAFC is the sole manufacturer of the lentiviral vector and apceth is the sole manufacturer of the drug product to support our potential commercial launch of LentiGlobin in Europe for the treatment of TDT. In our manufacturing agreement with SAFC, we are required to provide rolling forecasts for products on a quarterly basis, a portion of which will be considered a binding, firm order, subject to a purchase commitment. In our manufacturing agreement with apceth, we reserve production capacity for the manufacture of our drug product. Celgene manufactures drug product for bb2121. We believe our team of technical personnel has extensive manufacturing, analytical and quality experience as well as strong project management discipline to effectively oversee these contract manufacturing and testing activities, and to compile manufacturing and quality information for our regulatory submissions and potential commercial launch. We are engaging in negotiations with apheresis centers that will be the centers for collection of HSCs from the patient and for infusion of drug product to the patient. For the treatment of patients with our drug product in the commercial setting, we intend to partner with participating apheresis centers, which we refer to as qualified treatment centers. In anticipation of the potential regulatory approval of LentiGlobin in Europe, we expect to first engage qualified treatment centers in Germany, Italy, and the United Kingdom in 2019. These contracts generally provide for termination on notice. Wherever contracts include stipulated commitment payments, we have included such payments in the table of contractual obligations and commitments.

Off-Balance Sheet Arrangements

As of December 31, 2018, we did not have any off-balance sheet arrangements as defined in the rules and regulations of the SEC.

Item 7A. Quantitative and Qualitative Disclosures About Market Risks

We are exposed to market risk related to changes in interest rates. As of December 31, 2018 and 2017, we had cash, cash equivalents and marketable securities of \$1.9 billion and \$1.6 billion, respectively, primarily invested in U.S. treasury securities, U.S. government agency securities, equity securities, federally insured certificates of deposit and money market accounts. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because our investments are in short-term securities. Our available for sale securities are subject to interest rate risk and will fall in value if market interest rates increase. If market interest rates were to increase immediately and uniformly by 100 basis points, or one percentage point, from levels at December 31, 2018, the net fair value of our interest-sensitive marketable securities would have resulted in a hypothetical decline of \$9.6 million.

Item 8. Financial Statements and Supplementary Data

The financial statements required to be filed pursuant to this Item 8 are appended to this report. An index of those financial statements is found in Item 15.

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

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a- 15(e) and 15d- 15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as of the end of the period covered by this Annual Report on Form 10-K. Based on such evaluation, our principal executive officer and principal financial officer have concluded that as of such date, our disclosure controls and procedures were effective.

Management’s Annual Report on Internal Control Over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is defined in Rules 13a-15(f) and 15d-15(f) promulgated under the Exchange Act as a process designed by, or under the supervision of, our principal executive and principal financial officers and effected by our board of directors, management and other personnel, 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 and includes those policies and procedures that:

- Pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of our assets;
- Provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that our receipts and expenditures are being made only in accordance with authorizations of our management and directors; and
- Provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of our assets that could have a material effect on the financial statements. Under the supervision and with the participation of management, including our principal executive and financial officers, we assessed our internal control over financial reporting as of December 31, 2018, based on criteria for effective internal control over financial reporting established in Internal Control — Integrated Framework (2013), issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). Our management’s assessment of the effectiveness of our internal control over financial reporting included testing and evaluating the design and operating effectiveness of our internal controls. In our management’s opinion, we have maintained effective internal control over financial reporting as of December 31, 2018, based on criteria established in the COSO 2013 framework.

The effectiveness of our internal control over financial reporting as of December 31, 2018 has been audited by Ernst & Young LLP, an independent registered public accounting firm, as stated in their report which is included herein.

Inherent Limitations of Internal Controls

Our management, including our Chief Executive Officer and Chief Financial Officer, does not expect that our disclosure controls and procedures or our internal controls will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our company have been detected. These inherent limitations include the realities that judgments in decision-making can be faulty, and that breakdowns can occur because of a simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the control. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions. Over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. 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. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Changes in Internal Control over Financial Reporting

We utilize a third-party cloud-based ERP system in our financial reporting. In the fourth quarter of 2018, the ERP service provider made changes to its internal controls to address deficiencies related to its information technology change management controls.

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of bluebird bio, Inc.

Opinion on Internal Control over Financial Reporting

We have audited bluebird bio, Inc.'s internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, bluebird bio, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2018, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2018 and 2017, the related consolidated statements of operations and comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2018, and the related notes and our report dated February 21, 2019 expressed an unqualified opinion thereon.

Basis for Opinion

The Company'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 Annual 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 are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. 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.

Definition and Limitations of Internal Control Over Financial Reporting

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.

/s/ Ernst & Young LLP

Boston, Massachusetts
February 21, 2019

Item 9B. Other Information

Our policy governing transactions in our securities by our directors, officers, and employees permits our officers, directors and certain other persons to enter into trading plans complying with Rule 10b5-1 under the Securities Exchange Act of 1934, as amended. We have been advised that certain of our officers (including David Davidson (Chief Medical Officer), Philip Gregory (Chief Scientific Officer), Jason Cole (Chief Operating and Legal Officer), Jeffrey Walsh (Chief Strategy Officer), Kory Wentworth (Vice President, Finance and Treasurer), and certain of our directors (including James Mandell) have entered into trading plans covering periods after the date of this annual report on Form 10-K in accordance with Rule 10b5-1 and our policy governing transactions in our securities. Generally, under these trading plans, the individual relinquishes control over the transactions once the trading plan is put into place. Accordingly, sales under these plans may occur at any time, including possibly before, simultaneously with, or immediately after significant events involving our company. We do not undertake to report Rule 10b5-1 trading plans that may be adopted by any officers or directors in the future, or to report any modifications or termination of any publicly announced trading plan, except to the extent required by law.

Item 10. Directors, Executive Officers and Corporate Governance

Incorporated by reference from the information in our Proxy Statement for our 2019 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report on Form 10-K relates.

Item 11. Executive Compensation

Incorporated by reference from the information in our Proxy Statement for our 2019 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report on Form 10-K relates.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Incorporated by reference from the information in our Proxy Statement for our 2019 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report on Form 10-K relates.

Item 13. Certain Relationships and Related Transactions and Director Independence

Incorporated by reference from the information in our Proxy Statement for our 2019 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report on Form 10-K relates.

Item 14. Principal Accountant Fees and Services

Incorporated by reference from the information in our Proxy Statement for our 2019 Annual Meeting of Stockholders, which we will file with the SEC within 120 days of the end of the fiscal year to which this Annual Report on Form 10-K relates.

Item 15. Exhibits and Financial Statement Schedules

(a)(1) Financial Statements.

The response to this portion of Item 15 is set forth under Item 8 above.

(a)(2) Financial Statement Schedules.

All schedules have been omitted because they are not required or because the required information is given in the Consolidated Financial Statements or Notes thereto set forth under Item 8 above.

(a)(3) Exhibits.

See the Exhibit Index immediately before the signature page of this Annual Report on Form 10-K. The exhibits listed in the Exhibit Index are filed or incorporated by reference as part of this Annual Report on Form 10-K.

Item 16. Form 10-K Summary

Not applicable.

Index to Consolidated Financial Statements

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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of bluebird bio, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of bluebird bio, Inc. (the Company) as of December 31, 2018 and 2017, the related consolidated statements of operations and comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2018, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2018 and 2017, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2018, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2018, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 21, 2019 expressed an unqualified opinion thereon.

Adoption of New Accounting Standard

As discussed in Note 2 to the consolidated financial statements, the Company changed its method of accounting for revenue in 2018 due to the adoption of Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and the related amendments.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2012.
Boston, Massachusetts
February 21, 2019

bluebird bio, Inc.
Consolidated Balance Sheets
(in thousands, except per share amounts)

	As of December 31,	
	2018	2017
Assets		
Current Assets:		
Cash and cash equivalents	\$ 402,579	\$ 758,505
Marketable securities	982,725	531,604
Tenant improvement receivable	19	3,112
Prepaid expenses	19,762	21,171
Receivables and other current assets	13,912	8,377
Total current assets	1,418,997	1,322,769
Marketable securities	506,123	324,193
Property, plant and equipment, net	246,622	199,606
Intangible assets, net	13,169	16,931
Goodwill	13,128	13,128
Restricted cash and other non-current assets	44,805	23,940
Total assets	\$ 2,242,844	\$ 1,900,567
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable	\$ 17,831	\$ 12,873
Accrued expenses and other current liabilities	99,393	57,065
Deferred revenue, current portion	18,602	25,674
Collaboration research advancement, current portion	10,605	—
Total current liabilities	146,431	95,612
Deferred revenue, net of current portion	16,338	21,763
Collaboration research advancement, net of current portion	33,349	—
Contingent consideration	5,230	2,231
Financing lease obligation, net of current portion	153,319	154,749
Other non-current liabilities	3,107	2,780
Total liabilities	357,774	277,135
Commitments and contingencies (Note 8)		
Stockholders' Equity:		
Preferred stock, \$0.01 par value, 5,000 shares authorized; 0 shares issued and outstanding at December 31, 2018 and December 31, 2017	—	—
Common stock, \$0.01 par value, 125,000 shares authorized; 54,738 and 49,406 shares issued and outstanding at December 31, 2018 and December 31, 2017, respectively	547	494
Additional paid-in capital	3,386,958	2,540,951
Accumulated other comprehensive loss	(3,627)	(4,205)
Accumulated deficit	(1,498,808)	(913,808)
Total stockholders' equity	1,885,070	1,623,432
Total liabilities and stockholders' equity	\$ 2,242,844	\$ 1,900,567

See accompanying notes to consolidated financial statements.

bluebird bio, Inc.

Consolidated Statements of Operations and Comprehensive Loss
(in thousands, except per share amounts)

	Year ended December 31,		
	2018	2017	2016
Revenue:			
Collaboration revenue	\$ 52,353	\$ 22,207	\$ 6,155
License and royalty revenue	2,226	13,220	—
Total revenues	54,579	35,427	6,155
Operating expenses:			
Research and development	448,589	273,040	204,775
General and administrative	174,129	93,550	65,119
Cost of license and royalty revenue	885	1,527	—
Change in fair value of contingent consideration	2,999	(525)	4,091
Total operating expenses	626,602	367,592	273,985
Loss from operations	(572,023)	(332,165)	(267,830)
Interest income (expense), net	14,624	(2,001)	3,782
Other income (expense), net	1,961	(1,267)	(71)
Loss before income taxes	(555,438)	(335,433)	(264,119)
Income tax (expense) benefit	(187)	(210)	612
Net loss	\$ (555,625)	\$ (335,643)	\$ (263,507)
Net loss per share - basic and diluted	\$ (10.68)	\$ (7.71)	\$ (7.07)
Weighted-average number of common shares used in computing net loss per share - basic and diluted	52,032	43,535	37,284
Other comprehensive income (loss):			
Other comprehensive income (loss), net of tax expense of \$0.4, \$0.0 and \$0.6 million for the years ended December 31, 2018, 2017 and 2016, respectively	578	(3,056)	1,142
Total other comprehensive income (loss)	578	(3,056)	1,142
Comprehensive loss	\$ (555,047)	\$ (338,699)	\$ (262,365)

See accompanying notes to consolidated financial statements.

bluebird bio, Inc.

Consolidated Statements of Stockholders' Equity
(in thousands)

	Common stock		Additional paid-in capital	Accumulated other comprehensive loss	Accumulated deficit	Total stockholders' equity
	Shares	Amount				
Balances at December 31, 2015	36,894	\$ 369	\$ 1,166,585	\$ (2,291)	\$ (314,167)	\$ 850,496
Vesting of restricted stock units	113	1	(1)	—	—	—
Issuance of common stock upon public offering, net of issuance costs of \$15,269	3,289	33	234,698	—	—	234,731
Exercise of stock options	377	4	6,141	—	—	6,145
Purchase of common stock under ESPP	18	—	677	—	—	677
Stock-based compensation	—	—	39,756	—	—	39,756
Unrealized gain on available-for-sale securities, net of tax	—	—	—	1,142	—	1,142
Net loss	—	—	—	—	(263,507)	(263,507)
Balances at December 31, 2016	40,691	\$ 407	\$ 1,447,856	\$ (1,149)	\$ (577,674)	\$ 869,440
Retroactive adjustment to beginning accumulated deficit and additional paid-in capital resulting from adoption of ASU 2016-09	—	—	491	—	(491)	—
Vesting of restricted stock units	88	1	(1)	—	—	—
Issuance of common stock upon public offering, net of issuance costs of \$53,487	7,625	76	1,006,494	—	—	1,006,570
Exercise of stock options	981	10	31,676	—	—	31,686
Purchase of common stock under ESPP	21	—	1,153	—	—	1,153
Stock-based compensation	—	—	53,282	—	—	53,282
Other comprehensive loss	—	—	—	(3,056)	—	(3,056)
Net loss	—	—	—	—	(335,643)	(335,643)
Balances at December 31, 2017	49,406	\$ 494	\$ 2,540,951	\$ (4,205)	\$ (913,808)	\$ 1,623,432
Adjustment to beginning accumulated deficit from adoption of ASU 2014-09	—	—	—	—	(29,375)	(29,375)
Vesting of restricted stock units	152	2	(2)	—	—	—
Issuance of common stock upon public offering, net of issuance costs of \$34,588	4,169	42	649,326	—	—	649,368
Issuance of common stock to Regeneron	420	4	54,480	—	—	54,484
Exercise of stock options	575	5	29,763	—	—	29,768
Purchase of common stock under ESPP	16	—	1,604	—	—	1,604
Stock-based compensation	—	—	110,836	—	—	110,836
Other comprehensive loss	—	—	—	578	—	578
Net loss	—	—	—	—	(555,625)	(555,625)
Balances at December 31, 2018	<u>54,738</u>	<u>\$ 547</u>	<u>\$ 3,386,958</u>	<u>\$ (3,627)</u>	<u>\$ (1,498,808)</u>	<u>\$ 1,885,070</u>

See accompanying notes to consolidated financial statements.

bluebird bio, Inc.
Consolidated Statements of Cash Flows
(in thousands)

	Year ended December 31,		
	2018	2017	2016
Cash flows from operating activities:			
Net loss	\$ (555,625)	\$ (335,643)	\$ (263,507)
Adjustments to reconcile net loss to net cash used in operating activities:			
Change in fair value of contingent consideration	2,999	(2,189)	2,675
Depreciation and amortization	17,158	13,538	9,648
Stock-based compensation expense	110,836	53,282	39,756
Unrealized gain on equity securities	(2,154)	—	—
Other non-cash items	(5,880)	3,153	2,825
Changes in operating assets and liabilities:			
Prepaid expenses and other assets	(24,288)	(20,092)	(14,318)
Accounts payable	3,614	526	6,658
Accrued expenses and other liabilities	37,832	5,848	22,051
Deferred revenue	(41,872)	1,024	4,565
Collaboration research advancement	43,954	—	—
Net cash used in operating activities	<u>(413,426)</u>	<u>(280,553)</u>	<u>(189,647)</u>
Cash flows from investing activities:			
Purchase of property, plant and equipment, including assets under financing lease obligation	(55,737)	(62,242)	(28,029)
Purchases of marketable securities	(1,517,982)	(686,204)	(348,225)
Proceeds from maturities of marketable securities	894,284	431,816	443,364
Net cash (used in) provided by investing activities	<u>(679,435)</u>	<u>(316,630)</u>	<u>67,110</u>
Cash flows from financing activities:			
Cash paid for contingent purchase price consideration	—	(1,074)	(2,025)
Reimbursement of assets under financing lease obligation	3,098	38,021	1,663
Payments on financing lease obligation	(1,017)	(574)	—
Proceeds from public offering of common stock, net of issuance costs	649,368	1,006,570	234,962
Proceeds from exercise of stock options and ESPP contributions	31,759	33,231	6,934
Proceeds from issuance of common stock to Regeneron	54,484	—	—
Net cash provided by financing activities	<u>737,692</u>	<u>1,076,174</u>	<u>241,534</u>
(Decrease) increase in cash, cash equivalents and restricted cash	(355,169)	478,991	118,997
Cash, cash equivalents and restricted cash at beginning of year	772,268	293,277	174,280
Cash, cash equivalents and restricted cash at end of year	<u>\$ 417,099</u>	<u>\$ 772,268</u>	<u>\$ 293,277</u>
Supplemental cash flow disclosures:			
Cash paid for interest in connection with financing lease obligation	\$ 15,494	\$ 11,411	\$ —
Supplemental cash flow disclosures from investing and financing activities:			
Assets acquired under financing lease obligation	\$ —	\$ 3,271	\$ 48,034
Purchases of property, plant and equipment included in accounts payable and accrued expenses	\$ 7,449	\$ 2,566	\$ 6,363
Tenant improvements under financing lease included in tenant improvements receivable	\$ 14	\$ 3,112	\$ 8,542

See accompanying notes to consolidated financial statements.

Notes to Consolidated Financial Statements
For the Years Ended December 31, 2018, 2017 and 2016

1. Description of the business

bluebird bio, Inc. (the “Company” or “bluebird”) was incorporated in Delaware on April 16, 1992, and is headquartered in Cambridge, Massachusetts. The Company researches, develops, manufactures and plans to commercialize gene therapies for severe genetic diseases and cancer. Since its inception, the Company has devoted substantially all of its resources to its research and development efforts relating to its product candidates, including activities to manufacture product candidates, conduct clinical studies of its product candidates, perform preclinical research to identify new product candidates and provide general and administrative support for these operations.

The Company’s clinical programs in severe genetic diseases include its LentiGlobin® product candidate to treat transfusion-dependent β -thalassemia, or TDT, and to treat sickle cell disease, or SCD, and its Lenti-DTM product candidate to treat cerebral adrenoleukodystrophy, or CALD, a rare hereditary neurological disorder. In the second half of 2018, the Company filed a marketing authorization application with the EMA for the LentiGlobin product candidate for the treatment of adult and adolescent patients with TDT and non- β^0/β^0 genotypes. If the application is approved, the Company expects to begin commercializing and generating product revenues in the second half of 2019. The Company’s programs in oncology are focused on developing novel T cell-based immunotherapies, including chimeric antigen receptor (CAR) and T cell receptor (TCR) T cell therapies. bb2121 and bb21217, which are product candidates in oncology under the Company’s collaboration arrangement with Celgene Corporation (“Celgene”), are CAR T cell product candidates for the treatment of multiple myeloma. Refer to Note 10, “*Collaborative arrangements*” for further discussion of the Company’s collaboration with Celgene.

As of December 31, 2018, the Company had cash, cash equivalents and marketable securities of \$1.9 billion. Although the Company has incurred recurring losses and expects to continue to incur losses for the foreseeable future, the Company expects its cash, cash equivalents and marketable securities will be sufficient to fund current planned operations for at least the next twelve months.

2. Summary of significant accounting policies and basis of presentation***Basis of presentation***

The accompanying consolidated financial statements have been prepared by the Company in accordance with accounting principles generally accepted in the United States (“GAAP”) as found in the Accounting Standards Codification (“ASC”) and Accounting Standards Updates (“ASUs”) of the Financial Accounting Standards Board (“FASB”). Any reference in these notes to applicable guidance is meant to refer to the authoritative United States GAAP as found in the ASC and ASUs of the FASB.

Certain items in the prior year’s consolidated financial statements have been reclassified to conform to the current presentation. As a result, no subtotals in the prior year consolidated financial statements were impacted.

Amounts reported are computed based on thousands, except percentages, per share amounts, and as otherwise noted. As a result, certain totals may not sum due to rounding.

Principles of consolidation

The accompanying consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

The Company continually assesses whether it is the primary beneficiary of a variable interest entity as changes to existing relationships or future transactions may result in consolidation or deconsolidation of one or more collaborators or partners. In determining whether it is the primary beneficiary of an entity in which the Company has a variable interest, management applies a qualitative approach that determines whether the Company has both (1) the power to direct the economically significant activities of the entity and (2) the obligation to absorb losses of, or the right to receive benefits from, the entity that could potentially be significant to that entity.

Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. Actual results could materially differ from those estimates. Management considers many factors in selecting appropriate financial accounting policies and controls, and in developing the estimates and assumptions that are used in the preparation of these financial statements. Management must apply significant judgment in this process. In addition, other factors may affect estimates, including: expected business and operational changes, sensitivity and volatility associated with the assumptions used in developing estimates, and whether historical trends are expected to be representative of future trends. The estimation process often may yield a range of potentially reasonable estimates of the ultimate future outcomes and management must select an amount that falls within that range of reasonable estimates. This process may result in actual results differing materially from those estimated amounts used in the preparation of the financial statements.

Estimates and judgments are used in the following areas, among others: fair value estimates used to assess potential impairment of long-lived assets, including goodwill and intangible assets, financing lease obligations, contingent consideration, stock-based compensation expense, accrued expenses, and income taxes. In addition, estimates and judgments are used in the Company's accounting for its revenue-generating arrangements, in particular as it relates to determining the standalone selling price of performance obligations, evaluating whether an option to acquire additional goods and services represents a material right, estimating the total transaction price, including estimating variable consideration and the probability of achieving future potential development and regulatory milestones, and the period of performance over which revenue may be recognized.

Foreign currency translation

The financial statements of the Company's subsidiaries with functional currencies other than the U.S. dollar are translated into U.S. dollars using period-end exchange rates for assets and liabilities, historical exchange rates for stockholders' equity and weighted average exchange rates for operating results. Translation gains and losses are included in accumulated other comprehensive income (loss) in stockholders' equity. Foreign currency transaction gains and losses are included in other expense, net in the results of operations.

Segment information

The Company operates in a single segment, focusing on the development of potentially transformative gene therapies for severe genetic diseases and cancer. Consistent with its operational structure, its chief operating decision maker manages and allocates resources at a global, consolidated level. Therefore, results of our operations are reported on a consolidated basis for purposes of segment reporting. All material long-lived assets of the Company reside in the United States.

Cash and cash equivalents

The Company considers all highly liquid investments purchased with original final maturities of 90 days or less from the date of purchase to be cash equivalents. Cash and cash equivalents comprise marketable securities with maturities of less than 90 days when purchased. Cash equivalents are reported at fair value.

Marketable securities

The Company classifies marketable securities with a remaining maturity when purchased of greater than three months as available-for-sale. Marketable securities with a remaining maturity date greater than one year are classified as non-current. The Company's marketable securities are maintained by investment managers and consist of U.S. Treasury securities, U.S. government agency securities, equity securities, certificates of deposit, and money market accounts. Debt securities are carried at fair value with the unrealized gains and losses included in other comprehensive income (loss) as a component of stockholders' equity until realized. Any premium or discount arising at purchase is amortized and/or accreted to interest income and/or expense over the life of the instrument. Equity securities with readily determinable fair values are also carried at fair value with unrealized gains and losses included in other income (expense), net. Realized gains and losses on both debt and equity securities are determined using the specific identification method and are included in other income (expense), net.

The Company classifies equity securities with readily determinable fair values, which would be available for use in its current operations, as current assets even though the Company may not dispose of such marketable securities within the next 12 months.

If any adjustment to fair value reflects a decline in value of the investment, the Company considers all available evidence to evaluate the extent to which the decline is "other-than-temporary" and, if so, marks the investment to market through a charge to the Company's statement of operations and comprehensive loss.

Concentrations of credit risk and off-balance sheet risk

Financial instruments that subject the Company to credit risk primarily consist of cash and cash equivalents and available-for-sale securities. The Company maintains its cash and cash equivalent balances with high-quality financial institutions and, consequently, the Company believes that such funds are subject to minimal credit risk. The Company's marketable securities primarily consist of U.S. Treasury securities, U.S. government agency securities and certificates of deposit, and potentially subject the Company to concentrations of credit risk. The Company has adopted an investment policy that limits the amounts the Company may invest in any one type of investment and requires all investments held by the Company to be at least AA+/Aa1 rated, thereby reducing credit risk exposure.

Fair value of financial instruments

The Company has certain financial assets and liabilities recorded at fair value which have been classified as Level 1, 2 or 3 within the fair value hierarchy as described in the accounting standards for fair value measurements

Level 1—Fair values are determined utilizing quoted prices (unadjusted) in active markets for identical assets or liabilities that the Company has the ability to access at the measurement date.

Level 2—Fair values are determined utilizing quoted prices for identical or similar assets or liabilities in active markets or other market observable inputs such as interest rates, yield curves and foreign currency spot rates.

Level 3—Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

To the extent that valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised by the Company in determining fair value is greatest for instruments categorized in Level 3. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Items measured at fair value on a recurring basis include marketable securities (see Note 3, "Marketable securities" and Note 4, "Fair value measurements") and contingent consideration (see Note 4, "Fair value measurements"). The carrying amounts of accounts payable and accrued expenses approximate their fair values due to their short-term nature.

Business combinations

Business combinations are accounted for using the acquisition method of accounting. Using this method, the tangible and intangible assets acquired and the liabilities assumed are recorded as of the acquisition date at their respective fair values. The Company evaluates a business as an integrated set of activities and assets that is capable of being managed for the purpose of providing a return in the form of dividends, lower costs or other economic benefits and consists of inputs and processes that provide or have the ability to provide outputs. In an acquisition of a business, the excess of the fair value of the consideration transferred over the fair value of the net assets acquired is recorded as goodwill. In an acquisition of net assets that does not constitute a business, no goodwill is recognized.

The consolidated financial statements include the results of operations of an acquired business after the completion of the acquisition. See Note 4, "Fair value measurements," for additional information.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of the net assets acquired when accounted for using the acquisition method of accounting for business combinations. Goodwill is not amortized but is evaluated for impairment within the Company's single reporting unit on an annual basis, during the fourth quarter, or more frequently if an event occurs or circumstances change that would more-likely-than-not reduce the fair value of the Company's reporting unit below its carrying amount. The Company has not recognized any impairment charges related to goodwill to date.

Intangible assets

Intangible assets consist of acquired core technology with finite lives. The Company amortizes its intangible assets using the straight-line method over their estimated economic lives and periodically reviews for impairment.

Contingent consideration

Each reporting period, the Company revalues the contingent consideration obligations associated with business combinations to their fair value and records within operating expenses increases in their fair value as contingent consideration expense and decreases in the fair value as contingent consideration income. Changes in contingent consideration result from changes in the assumptions regarding probabilities of successful achievement of related milestones, the estimated timing in which the milestones may be achieved, and the discount rate used to estimate the fair value of the liability. Contingent consideration may change significantly as development of the Company's programs in certain indications progress and additional data are obtained, impacting the Company's assumptions. The assumptions used in estimating fair value require significant judgment. The use of different assumptions and judgments could result in a materially different estimate of fair value. See Note 4, "Fair value measurements," for additional information.

Property, plant and equipment

Property, plant and equipment is stated at cost. Maintenance and repairs that do not improve or extend the lives of the respective assets are expensed to operations as incurred. Depreciation and amortization is calculated using the straight-line method over the estimated useful lives of the assets, which are as follows:

<u>Asset</u>	<u>Estimated useful life</u>
Building	40 years
Computer equipment and software	3 years
Furniture and fixtures	2-5 years
Laboratory equipment	2-5 years
Leasehold improvements	Shorter of the useful life or remaining lease term

The Company records certain costs incurred and reported by a landlord as an asset and corresponding financing lease obligation on the consolidated balance sheets. See Note 8, "Commitments and contingencies," for additional information.

Impairment of long-lived assets

The Company reviews long-lived assets when events or changes in circumstances indicate the carrying value of the assets may not be recoverable. Recoverability is measured by comparison of the book values of the assets to future net undiscounted cash flows that the assets are expected to generate. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the book value of the assets exceed their fair value, which is measured based on the projected discounted future net cash flows arising from the assets.

Financing lease obligation

Beginning in 2015 and through construction completion in 2017, the Company recorded certain estimated construction costs incurred and reported to the Company by the landlord for its 60 Binney Street location as an asset and corresponding financing lease obligation on the consolidated balance sheets because it was deemed to be the owner of the building during the construction period for accounting purposes. Any costs incurred by the Company that have been reimbursed by the landlord or that qualify for reimbursement by the landlord are recorded as an asset and financing lease obligation. Any incremental costs incurred directly by the Company that do not qualify for reimbursement by the landlord are also capitalized. Upon completion of the construction of the building in the first quarter of 2017, the Company evaluated the lease and determined that it did not meet the criteria for "sale-leaseback" treatment. Accordingly, the Company is depreciating the building over 40 years and incurring interest expense in its consolidated statement of operations and comprehensive loss related to the financing lease obligation recorded on its consolidated balance sheet. The Company bifurcates its lease payments pursuant to the lease into (i) a portion that is allocated to the financing obligation related to the building and (ii) a portion that is allocated to the land on which the building was constructed. The portion of the lease obligation allocated to the land is treated for accounting purposes as an operating lease that commenced in September 2015 and is recorded on a straight-line basis over the initial lease term. See Note 8, "Commitments and contingencies," for additional information.

Revenue recognition

Effective January 1, 2018, the Company adopted Accounting Standards Codification (“ASC”), Topic 606, *Revenue from Contracts with Customers* (“Topic 606”), using the modified retrospective transition method. Under this method, the Company has recognized the cumulative effect of the adoption as an adjustment to the opening balance of accumulated deficit in the current period consolidated balance sheet. The Company has not revised its consolidated financial statements for prior periods. This standard applies to all contracts with customers, except for contracts that are within the scope of other standards, such as collaboration arrangements and leases.

Under Topic 606, an entity recognizes revenue when its customer obtains control of promised goods or services, in an amount that reflects the consideration that the entity expects to receive in exchange for those goods or services. To determine revenue recognition for arrangements that an entity determines are within the scope of Topic 606, the entity performs the following five steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price, including variable consideration, if any; (iv) allocate the transaction price to the performance obligations in the contract; and (v) recognize revenue when (or as) the entity satisfies a performance obligation. The Company only applies the five-step model to contracts when it is probable that the entity will collect the consideration to which it is entitled in exchange for the goods or services it transfers to the customer.

Once a contract is determined to be within the scope of Topic 606, the Company assesses the goods or services promised within each contract and determines those that are performance obligations. Arrangements that include rights to additional goods or services that are exercisable at a customer’s discretion are generally considered options. The Company assesses if these options provide a material right to the customer and if so, they are considered performance obligations. The identification of material rights requires judgments related to the determination of the value of the underlying license relative to the option exercise price, including assumptions about technical feasibility and the probability of developing a candidate that would be subject to the option rights. The exercise of a material right is accounted for as a contract modification for accounting purposes.

The Company assesses whether each promised good or service is distinct for the purpose of identifying the performance obligations in the contract. This assessment involves subjective determinations and requires management to make judgments about the individual promised goods or services and whether such are separable from the other aspects of the contractual relationship. Promised goods and services are considered distinct provided that: (i) the customer can benefit from the good or service either on its own or together with other resources that are readily available to the customer (that is, the good or service is capable of being distinct) and (ii) the entity’s promise to transfer the good or service to the customer is separately identifiable from other promises in the contract (that is, the promise to transfer the good or service is distinct within the context of the contract). In assessing whether a promised good or service is distinct, the Company considers factors such as the research, manufacturing and commercialization capabilities of the collaboration partner and the availability of the associated expertise in the general marketplace. The Company also considers the intended benefit of the contract in assessing whether a promised good or service is separately identifiable from other promises in the contract. If a promised good or service is not distinct, an entity is required to combine that good or service with other promised goods or services until it identifies a bundle of goods or services that is distinct.

The transaction price is then determined and allocated to the identified performance obligations in proportion to their standalone selling prices (“SSP”) on a relative SSP basis. SSP is determined at contract inception and is not updated to reflect changes between contract inception and when the performance obligations are satisfied. Determining the SSP for performance obligations requires significant judgment. In developing the SSP for a performance obligation, the Company considers applicable market conditions and relevant entity-specific factors, including factors that were contemplated in negotiating the agreement with the customer and estimated costs. The Company validates the SSP for performance obligations by evaluating whether changes in the key assumptions used to determine the SSP will have a significant effect on the allocation of arrangement consideration between multiple performance obligations.

If the consideration promised in a contract includes a variable amount, the Company estimates the amount of consideration to which it will be entitled in exchange for transferring the promised goods or services to a customer. The Company determines the amount of variable consideration by using the expected value method or the most likely amount method. The Company includes the unconstrained amount of estimated variable consideration in the transaction price. The amount included in the transaction price is constrained to the amount for which it is probable that a significant reversal of cumulative revenue recognized will not occur. At the end of each subsequent reporting period, the Company re-evaluates the estimated variable consideration included in the transaction price and any related constraint, and if necessary, adjusts its estimate of the overall transaction price. Any such adjustments are recorded on a cumulative catch-up basis in the period of adjustment.

If an arrangement includes development and regulatory milestone payments, the Company evaluates whether the milestones are considered probable of being reached and estimates the amount to be included in the transaction price using the most likely amount method. If it is probable that a significant revenue reversal would not occur, the associated milestone value is included in the transaction price. Milestone payments that are not within the Company's control or the licensee's control, such as regulatory approvals, are generally not considered probable of being achieved until those approvals are received.

For arrangements with licenses of intellectual property that include sales-based royalties, including milestone payments based on the level of sales, and the license is deemed to be the predominant item to which the royalties relate, the Company recognizes royalty revenue and sales-based milestones at the later of (i) when the related sales occur, or (ii) when the performance obligation to which the royalty has been allocated has been satisfied.

In determining the transaction price, the Company adjusts consideration for the effects of the time value of money if the timing of payments provides the Company with a significant benefit of financing. The Company does not assess whether a contract has a significant financing component if the expectation at contract inception is such that the period between payment by the licensees and the transfer of the promised goods or services to the licensees will be one year or less. The Company assessed each of its revenue generating arrangements in order to determine whether a significant financing component exists and concluded that a significant financing component does not exist in any of its arrangements.

The Company then recognizes as revenue the amount of the transaction price that is allocated to the respective performance obligation when (or as) each performance obligation is satisfied, either at a point in time or over time, and if over time recognition is based on the use of an output or input method.

Collaboration revenue

To date, the Company's collaboration revenue has been generated from its collaboration arrangements with Celgene and Regeneron Pharmaceuticals, Inc. ("Regeneron"), as further described in Note 10, "*Collaborative arrangements*".

The Company analyzes its collaboration arrangements to assess whether they are within the scope of ASC 808, *Collaborative Arrangements* ("ASC 808") to determine whether such arrangements involve joint operating activities performed by parties that are both active participants in the activities and exposed to significant risks and rewards dependent on the commercial success of such activities. This assessment is performed throughout the life of the arrangement based on changes in the responsibilities of all parties in the arrangement. For collaboration arrangements within the scope of ASC 808 that contain multiple elements, the Company first determines which elements of the collaboration are deemed to be within the scope of ASC 808 and those that are more reflective of a vendor-customer relationship and therefore within the scope of Topic 606. For elements of collaboration arrangements that are accounted for pursuant to ASC 808, an appropriate recognition method is determined and applied consistently, generally by analogy to Topic 606. Amounts that are owed to collaboration partners are recognized as an offset to collaboration revenues as such amounts are incurred by the collaboration partner. Where amounts owed to a collaboration partner exceed the Company's collaboration revenues in each quarterly period, such amounts are classified as research and development expense. For those elements of the arrangement that are accounted for pursuant to Topic 606, the Company applies the five-step model described above.

License and royalty revenue

The Company enters into out-licensing agreements that are within the scope of Topic 606. The Company does not have any material license arrangements that contain more than one performance obligation. The terms of such out-license agreements include the license of functional intellectual property, given the functionality of the intellectual property is not expected to change substantially as a result of the licensor's ongoing activities, and typically include payment of one or more of the following: non-refundable up-front license fees; development and regulatory milestone payments and milestone payments based on the level of sales; and royalties on net sales of licensed products. Nonrefundable up-front license fees are recognized as revenue at a point in time when the licensed intellectual property is made available for the customer's use and benefit, which is generally at the inception of the arrangement. Development and regulatory milestone fees, which are a type of variable consideration, are recognized as revenue to the extent that it is probable that a significant reversal will not occur. The Company recognizes royalty revenue and sales-based milestones at the later of (i) when the related sales occur, or (ii) when the performance obligation to which the royalty has been allocated has been satisfied.

For a complete discussion of accounting for collaboration and other revenue-generating arrangements, see Note 10, "*Collaborative arrangements*" and Note 11, "*License and royalty revenue*". Additionally, see "*Recent accounting pronouncements - Recently adopted*" below for discussion of the impact of adopting Topic 606, which was effective on January 1, 2018.

Research and development expenses

Research and development costs are charged to expense as costs are incurred in performing research and development activities, including salaries and benefits, facilities costs, overhead costs, clinical study and related clinical manufacturing costs, license and milestone fees, contract services and other related costs. Research and development costs, including up-front fees and milestones paid to collaborators, are also expensed as incurred. In circumstances where amounts have been paid in excess of costs incurred, the Company records a prepaid expense. The Company accrues costs for clinical trial activities based upon estimates of the services received and related expenses incurred that have yet to be invoiced by the contract research organizations, clinical study sites, laboratories, consultants, or other clinical trial vendors that perform the activities. The Company recognizes the reimbursement associated with collaborative activities to its collaborative partners as research and development expense in the period the services are provided.

Cost of license and royalty revenue

Cost of license and royalty revenue represents expense associated with amounts owed to third parties as a result of revenue recognized under the Company's out-license arrangements.

Stock-based compensation

The Company's share-based compensation programs grant awards that have included stock options, restricted stock units, restricted stock awards, and shares issued under its employee stock purchase plan. Grants are awarded to employees, and non-employees, including directors.

The Company accounts for its stock-based compensation awards in accordance with FASB ASC Topic 718, *Compensation—Stock Compensation* ("ASC 718"). ASC 718 requires all stock-based payments to employees, including grants of employee stock options and restricted stock units and modifications to existing stock options, to be recognized in the consolidated statements of operations and comprehensive loss based on their fair values. The Company uses the Black-Scholes option pricing model to determine the fair value of options granted.

The Company's stock-based awards are subject to either service or performance-based vesting conditions. Compensation expense related to awards to employees, directors, and non-employees with service-based vesting conditions is recognized on a straight-line basis based on the grant date fair value over the associated service period of the award, which is generally the vesting term. Compensation expense related to awards to employees and non-employees with performance-based vesting conditions is recognized based on the grant date fair value over the requisite service period using the accelerated attribution method to the extent achievement of the performance condition is probable.

The Company expenses restricted stock unit awards to employees and non-employees based on the fair value of the award on a straight-line basis over the associated service period of the award.

The Company estimates the fair value of its option awards to employees, directors, and non-employees using the Black-Scholes option pricing model, which requires the input of subjective assumptions, including (i) the expected stock price volatility, (ii) the calculation of expected term of the award, (iii) the risk-free interest rate, and (iv) expected dividends. Due to the lack of complete company-specific historical and implied volatility data for the full expected term of the stock-based awards, the Company bases its estimate of expected volatility on a representative group of publicly traded companies in addition to its own volatility data. For these analyses, the Company selected companies with comparable characteristics to its own, including enterprise value, risk profiles, position within the industry, and with historical share price information sufficient to meet the expected life of the stock-based awards. The Company computes historical volatility data using the daily closing prices for the selected companies' shares during the equivalent period of the calculated expected term of the stock-based awards. The Company will continue to apply this process until a sufficient amount of historical information regarding the volatility of its own stock price becomes available. The Company has estimated the expected term of its employee stock options using the "simplified" method, whereby, the expected term equals the arithmetic average of the vesting term and the original contractual term of the option due to its lack of sufficient historical data. The risk-free interest rates for periods within the expected term of the option are based on the U.S. Treasury securities with a maturity date commensurate with the expected term of the associated award. The Company has never paid, and does not expect to pay, dividends in the foreseeable future.

As a result of the adoption of ASU 2016-09, *Improvements to Employee Share-Based Payment Accounting*, effective January 1, 2017, the Company accounts for forfeitures as they occur instead of estimating forfeitures at the time of grant and revising those estimates in subsequent periods if actual forfeitures differ from its estimates. Stock-based compensation expense recognized in the financial statements is based on awards for which performance or service conditions are expected to be satisfied.

Prior to the adoption of Accounting Standards Update (“ASU”) No. 2018-07, *Compensation - Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting* (“ASU 2018-07”), the measurement date for non-employee awards was generally the date the services are completed, resulting in financial reporting period adjustments to stock-based compensation during the vesting terms for changes in the fair value of the awards. After adoption of ASU 2018-07, the measurement date for non-employee awards is the date of grant without changes in the fair value of the award.

Interest income (expense), net

Interest income (expense), net consists primarily of interest income earned on investments, net of amortization of premium and accretion of discount which is partially offset by interest expense on the Company’s 60 Binney Street financing lease obligation. Interest income was approximately \$30.1 million, \$9.5 million, and \$3.8 million for the years ended December 31, 2018, 2017, and 2016, respectively. Interest expense was \$15.5 million, \$11.4 million, and \$0 for the years ended December 31, 2018, 2017, and 2016, respectively. Please refer to Note 8, “*Commitments and contingencies*,” for further discussion of interest expense incurred on the 60 Binney Street lease.

Other income (expense), net

Other income (expense), net consists primarily of unrealized gains on equity securities, gains and losses on the disposal of fixed assets, realized gains and losses on debt securities, and gains and losses on foreign currency transactions.

Net loss per share

Basic net loss per share is calculated by dividing net loss attributable to common stockholders by the weighted average number of common shares outstanding during the period. Diluted net income per share is calculated by dividing the net income attributable to common stockholders by the weighted-average number of common equivalent shares outstanding for the period, including any dilutive effect from outstanding stock options, unvested restricted stock, restricted stock units, and employee stock purchase plan stock using the treasury stock method. Given that the Company recorded a net loss for each of the periods presented, there is no difference between basic and diluted net loss per share since the effect of common stock equivalents would be anti-dilutive and are, therefore, excluded from the diluted net loss per share calculation.

The Company follows the two-class method when computing net loss per share in periods when issued shares that meet the definition of participating securities are outstanding. The two-class method determines net loss per share for each class of common and participating securities according to dividends declared or accumulated and participation rights in undistributed earnings. The two-class method requires income available to common stockholders for the period to be allocated between common and participating securities based upon their respective rights to received dividends as if all income for the period had been distributed. Accordingly, in periods in which the Company reports a net loss attributable to common stockholders when participating securities are outstanding, losses are not allocated to the participating securities.

Income taxes

Income taxes are recorded in accordance with FASB ASC Topic 740, *Income Taxes* (“ASC 740”), which provides for deferred taxes using an asset and liability approach. The Company recognizes deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Deferred tax assets and liabilities are determined based on the difference between the financial statement and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. Valuation allowances are provided, if based upon the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

The Company accounts for uncertain tax positions in accordance with the provisions of ASC 740. When uncertain tax positions exist, the Company recognizes the tax benefit of tax positions to the extent that the benefit will more likely than not be realized. The determination as to whether the tax benefit will more likely than not be realized is based upon the technical merits of the tax position as well as consideration of the available facts and circumstances. The Company accrues for potential interest and penalties related to unrecognized tax benefits in income tax expense.

Comprehensive loss

Comprehensive loss is composed of net loss and other comprehensive income (loss). Other comprehensive income (loss) consists of unrealized gains and losses on debt securities, foreign currency translation adjustments and other items.

Recent accounting pronouncements

Recently adopted

ASU No. 2014-09, Revenue from Contracts with Customers

In May 2014, the FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers*, which superseded the revenue recognition requirements in ASC 605, *Revenue Recognition* and created a new Topic 606, *Revenue from Contracts with Customers*. In 2015 and 2016, the FASB issued additional ASUs related to Topic 606 that delayed the effective date of the guidance and clarified various aspects of the new revenue guidance. The new standard became effective on January 1, 2018. Topic 606 allows for either a full retrospective adoption, in which the standard is applied to all periods presented in an entity's financial statements, or a modified retrospective approach, in which the standard is applied to the most current period presented in an entity's financial statements with the cumulative effect of adoption recognized as an adjustment to the opening balance of accumulated deficit in the period of adoption. The Company adopted this new standard on January 1, 2018 using the modified retrospective approach, which has been applied consistently to all contracts, and has elected to use the following practical expedient that is permitted under the rules of adoption:

- For contracts that were modified prior to Topic 606 adoption, the Company has not retrospectively accounted for each contract modification in accordance with the contract modification guidance. Instead, the Company reflected the aggregate effect of all modifications occurring prior to Topic 606 adoption when identifying the satisfied and unsatisfied performance obligations, determining the transaction price and allocating the transaction price.

As a result of adopting Topic 606, the Company recorded a \$29.4 million adjustment to the opening balance of accumulated deficit in the first quarter of 2018 primarily as a result of the accounting for the up-front consideration received in March 2013 in connection with the collaboration arrangement with Celgene under ASC 605-25 versus Topic 606. Refer below for a summary of the amount by which each financial statement line item was affected by the impact of the cumulative adjustment:

(in thousands)	Impact of Topic 606 adoption on consolidated balance sheet as of January 1, 2018		
	As reported under Topic 606	Adjustments	Balances without adoption of Topic 606
Deferred revenue, current portion	\$ 45,344	\$ 19,670	\$ 25,674
Deferred revenue, net of current portion	\$ 31,468	\$ 9,705	\$ 21,763
Accumulated deficit	\$ (943,183)	\$ (29,375)	\$ (913,808)

The amount by which each financial statement line item is affected in the current reporting period by Topic 606 as compared with the guidance that was in effect prior to adoption is disclosed below.

(in thousands)	Impact of Topic 606 adoption on consolidated balance sheet as of December 31, 2018		
	As reported under Topic 606	Adjustments	Balances without adoption of Topic 606
Deferred revenue, current portion	\$ 18,602	\$ 7,772	\$ 10,830
Deferred revenue, net of current portion	\$ 16,338	\$ 3,094	\$ 13,244
Accumulated deficit	\$ (1,498,808)	\$ (10,866)	\$ (1,487,942)

(in thousands, except per share data)	Impact of Topic 606 adoption on consolidated statement of operations and comprehensive loss for the twelve months ended December 31, 2018		
	As reported under Topic 606	Adjustments	Balances without adoption of Topic 606
Collaboration revenue	\$ 52,353	\$ 13,917	\$ 38,436
Research and development expense	\$ 448,589	\$ (4,592)	\$ 453,181
Net loss	\$ (555,625)	\$ 18,509	\$ (574,134)
Net loss per share - basic and diluted:	\$ (10.68)	\$ 0.35	\$ (11.03)

**Impact of Topic 606 adoption on
consolidated statement of cash flows
for the twelve months ended December 31, 2018**

(in thousands)	As reported under Topic 606	Adjustments	Balances without adoption of Topic 606
Net loss	\$ (555,625)	\$ 18,509	\$ (574,134)
Changes in deferred revenue	\$ (41,872)	\$ (18,509)	\$ (23,363)

The most significant change above relates to the Company's collaboration revenue, which to date has been primarily generated from its collaboration arrangement with Celgene. Under ASC 605, the Company accounted for contract modifications to the Celgene collaboration as they occurred and the accounting for those changes was prospective in nature. Through the application of the practical expedient discussed above in connection with the adoption of Topic 606, the Company reflected the aggregate effect of all modifications to the Celgene collaboration when identifying the satisfied and unsatisfied performance obligations, determining the transaction price, and allocating the transaction price. As a result, although the performance obligations identified under Topic 606 were generally consistent with the units of account identified under ASC 605, the timing of the allocation of the transaction price to the identified performance obligations under Topic 606 differed from the allocations of consideration under ASC 605. Accordingly, the transaction price ultimately allocated to each performance obligation under Topic 606 differed from the amounts allocated under ASC 605.

As a result of adopting Topic 606, the Company established a deferred revenue deferred tax asset, and an offsetting valuation allowance, of \$7.9 million through its accumulated deficit given it is not more likely than not that the deferred tax asset will be realized due to historical and expected future losses, such that there was no tax impact on the Company's consolidated financial statements as a result of adopting Topic 606.

ASU 2016-15, Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments

In August 2016, the FASB issued ASU 2016-15, *Statement of Cash Flows: Classification of Certain Cash Receipts and Cash Payments* ("Topic 230"). The new standard clarifies certain aspects of the statement of cash flows, including the classification of contingent consideration payments made after a business combination and several other clarifications not currently applicable to the Company. The new standard also clarifies that an entity should determine each separately identifiable source or use within the cash receipts and cash payments on the basis of the nature of the underlying cash flows. In situations in which cash receipts and payments have aspects of more than one class of cash flows and cannot be separated by source or use, the appropriate classification should depend on the activity that is likely to be the predominant source or use of cash flows for the item. The new standard was effective for the Company on January 1, 2018. The adoption of this standard did not have a material impact on the Company's consolidated statements of cash flows upon adoption.

ASU 2016-18, Statement of Cash Flows: Restricted Cash

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows: Restricted Cash* ("ASU 2016-18"). The amendments in this update require that amounts generally described as restricted cash and restricted cash equivalents be included within cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. ASU 2016-18 was effective January 1, 2018. As a result of adopting ASU 2016-18, the Company includes its restricted cash balance in the cash, cash equivalents and restricted cash reconciliation of operating, investing and financing activities. The following table provides a reconciliation of cash, cash equivalents, and restricted cash within the statement of financial position that sum to the total of the same such amounts shown in the statement of cash flows:

(in thousands)	As of December 31,		
	2018	2017	2016
Cash and cash equivalents	\$ 402,579	\$ 758,505	\$ 278,887
Restricted cash included in receivables and other current assets	364	—	627
Restricted cash included in restricted cash and other non-current assets	14,156	13,763	13,763
Total cash, cash equivalents, and restricted cash shown in the statement of cash flows	<u>\$ 417,099</u>	<u>\$ 772,268</u>	<u>\$ 293,277</u>

ASU 2017-09, Compensation – Stock Compensation (Topic 718): Scope Modification Accounting

In May 2017, the FASB issued ASU 2017-09, *Compensation – Stock Compensation (Topic 718): Scope Modification Accounting*. The new standard is intended to reduce the diversity in practice and cost and complexity when applying the guidance in Topic 718 to a change to the terms or conditions of a share-based payment award. The new standard was effective beginning January 1, 2018. The adoption of this standard did not have a material impact on the Company's financial position or results of operations upon adoption.

ASU 2018-03, Technical Corrections and Improvements to Financial Instruments Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Liabilities

In February 2018, the FASB issued ASU 2018-03, *Technical Corrections and Improvements to Financial Instruments Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Liabilities ("ASU 2018-03")*. The new standard amends the standard ASU 2016-01, *Financial Instruments Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*, which was issued by the FASB in January 2016 and adopted by the Company effective January 1, 2018. This amendment simplifies the impairment assessment of equity investments without readily determinable fair values by requiring a qualitative assessment to identify impairment. In addition, it requires enhanced disclosures about investments. The Company adopted ASU 2018-03 effective July 1, 2018. The adoption of this standard did not have an impact on the Company's financial position or results of operations upon adoption.

ASU 2018-07, Improvements to Nonemployee Share-Based Payment Accounting

In June 2018, the FASB issued ASU 2018-07. The new standard simplifies the accounting for share-based payments to non-employees by aligning it with the accounting for share-based payments to employees, with certain exceptions. The new standard will be effective beginning January 1, 2019 and early adoption is permitted. The Company early adopted ASU 2018-07 effective July 1, 2018 using a cumulative-effect adjustment as of the date of adoption. The impact of adopting this standard was not material.

Not yet adopted

ASU 2016-02, Leases and ASU 2018-11, Leases, Targeting Improvements

In February 2016, the FASB issued ASU 2016-02, *Leases*, ("ASU 2016-02"), which requires a lessee to recognize assets and liabilities on the balance sheet for most leases and changes many key definitions, including the definition of a lease. The new standard includes a short-term lease exception for leases with a term of 12 months or less, as part of which a lessee can make an accounting policy election not to recognize lease assets and lease liabilities. Lessees will continue to differentiate between finance leases (previously referred to as capital leases) and operating leases using classification criteria that are substantially similar to the previous guidance.

ASU 2016-02 will be effective beginning January 1, 2019 requiring the use of a modified retrospective transition approach applied at the beginning of the earliest comparative period presented in the financial statements. In July 2018, the FASB issued ASU 2018-11, *Leases, Targeted Improvements*, ("ASU 2018-11"), which contains certain amendments to ASU 2016-02 intended to provide relief in implementing the new standard. ASU 2018-11 provides registrants with an option to not restate comparative periods presented in the financial statements. The Company intends to elect this new transition approach using a cumulative-effect adjustment on the effective date of the standard, for which comparative periods will be presented in accordance with the previous guidance in ASC 840, *Leases*.

The Company is currently evaluating the potential impact ASU 2016-02 may have on its financial position, results of operations, and related footnotes. The Company expects it will elect to utilize the available package of practical expedients permitted under the transition guidance within the new standard, which does not require the reassessment of the following: i) whether existing or expired arrangements are or contain a lease, ii) the lease classification of existing or expired leases, and iii) whether previous initial direct costs would qualify for capitalization under the new lease standard. Additionally, the Company expects it will make an accounting policy election to keep leases with an initial term of 12 months or less off of its balance sheet. The Company's assessment will include, but is not limited to, evaluating the impact that this standard has on the lease of its corporate headquarters at 60 Binney Street in Cambridge, Massachusetts, its laboratory space in Seattle, Washington, its office space in Zug, Switzerland, its equipment leases, and its embedded leases associated with the Company's contract manufacturing agreements.

ASU 2017-04, Intangibles – Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment

In January 2017, the FASB issued ASU 2017-04, *Intangibles – Goodwill and Other (Topic 350): Simplifying the Test for Goodwill Impairment*. To address concerns over the cost and complexity of the two-step goodwill impairment test, the amendments in this ASU remove the second step of the test. An entity will instead apply a one-step quantitative test and record the amount of goodwill impairment as the excess of a reporting unit's carrying amount over its fair value, not to exceed the total amount of goodwill allocated to the reporting unit. The new guidance does not amend the optional qualitative assessment of goodwill impairment. The new standard will be effective beginning January 1, 2020 and early adoption is permitted with measurement dates on or after January 1, 2017. The adoption of this standard is not expected to have a material impact on the Company's financial position or results of operations upon adoption.

ASU 2017-08, Receivables – Nonrefundable Fees and Other Costs

In April 2017, the FASB issued ASU 2017-08, *Receivables – Nonrefundable Fees and Other Costs* (“Subtopic 310-20”). The new standard amends the amortization period for certain purchased callable debt securities held at a premium by shortening the amortization period for the premium to the earliest call date. Subtopic 310-20 calls for a modified retrospective application under which a cumulative-effect adjustment will be made to retained earnings as of the beginning of the first reporting period in which the guidance is adopted. The new standard is effective beginning January 1, 2019. The adoption of this standard is not expected to have a material impact on the Company’s financial position or results of operations upon adoption.

ASU 2018-02, Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income

In February 2018, the FASB issued ASU 2018-02, *Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income*. The new standard allows for a reclassification from accumulated other comprehensive income to retained earnings for stranded tax effects resulting from the Tax Cuts and Jobs Act. The new standard will be effective beginning January 1, 2019. The adoption of this standard is not expected to have a material impact on the Company’s financial position and results of operations upon adoption.

ASU 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*, (“ASU 2018-13”). The new standard removes certain disclosures, modifies certain disclosures and adds additional disclosures related to fair value measurement. The new standard will be effective beginning January 1, 2020 and early adoption is permitted. The Company is currently evaluating the potential impact ASU 2018-13 may have on its disclosures upon adoption.

ASU 2018-15, Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract

In August 2018, the FASB issued ASU 2018-15, *Intangibles-Goodwill and Other-Internal-Use Software (Subtopic 350-40): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*, (“ASU 2018-15”). The amendments in this update align the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). The accounting for the service element of a hosting arrangement that is a service contract is not affected by the amendments in this update. The new standard will be effective beginning January 1, 2020 and early adoption is permitted. The amendments in this update should be applied either retrospectively or prospectively to all implementation costs incurred after the date of adoption. The Company is currently evaluating the potential impact ASU 2018-15 may have on its financial position and results of operations upon adoption.

ASU 2018-18, Collaborative Arrangements (Topic 808): Clarifying the Interaction between Topic 808 and Topic 606

In November 2018, the FASB issued ASU 2018-18, *Collaborative Arrangements (Topic 808): Clarifying the Interaction between Topic 808 and Topic 606*, (“ASU 2018-18”). The amendments in this update clarifies that certain transactions between collaborative arrangement participants should be accounted for as revenue when the collaborative arrangement participant is a customer in the context of a unit of account and precludes recognizing as revenue consideration received from a collaborative arrangement participant if the participant is not a customer. The new standard will be effective beginning January 1, 2020 and early adoption is permitted. The Company is currently evaluating the potential impact ASU 2018-18 may have on its financial position and results of operations upon adoption.

3. Marketable securities

The following table summarizes the marketable securities held at December 31, 2018 and 2017 (in thousands):

Description	Amortized Cost / Cost	Unrealized gains	Unrealized losses	Fair value
December 31, 2018				
U.S. government agency securities and treasuries	\$ 1,459,649	\$ 963	\$ (3,011)	\$ 1,457,601
Certificates of deposit	9,080	—	—	9,080
Equity securities	20,017	2,150	—	22,167
Total	<u>\$ 1,488,746</u>	<u>\$ 3,113</u>	<u>\$ (3,011)</u>	<u>\$ 1,488,848</u>
December 31, 2017				
U.S. government agency securities and treasuries	\$ 841,895	\$ —	\$ (3,579)	\$ 838,316
Certificates of deposit	17,480	1	—	17,481
Total	<u>\$ 859,375</u>	<u>\$ 1</u>	<u>\$ (3,579)</u>	<u>\$ 855,797</u>

No available-for-sale debt securities held as of December 31, 2018 or 2017 had remaining maturities greater than three years.

4. Fair value measurements

The following table sets forth the Company's assets and liabilities that are measured at fair value on a recurring basis as of December 31, 2018 and 2017 (in thousands):

Description	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
December 31, 2018				
Assets:				
Cash and cash equivalents	\$ 402,579	\$ 348,638	\$ 53,941	\$ —
Marketable securities:				
U.S. government agency securities and treasuries	1,457,601	—	1,457,601	—
Certificates of deposit	9,080	—	9,080	—
Equity securities	22,167	22,167	—	—
Total assets	<u>\$ 1,891,427</u>	<u>\$ 370,805</u>	<u>\$ 1,520,622</u>	<u>\$ —</u>
Liabilities:				
Contingent consideration	\$ 5,230	\$ —	\$ —	\$ 5,230
Total liabilities	<u>\$ 5,230</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 5,230</u>
December 31, 2017				
Assets:				
Cash and cash equivalents	\$ 758,505	\$ 758,505	\$ —	\$ —
Marketable securities:				
U.S. government agency securities	838,316	—	838,316	—
Certificates of deposit	17,481	—	17,481	—
Total assets	<u>\$ 1,614,302</u>	<u>\$ 758,505</u>	<u>\$ 855,797</u>	<u>\$ —</u>
Liabilities:				
Contingent consideration	\$ 2,231	\$ —	\$ —	\$ 2,231
Total liabilities	<u>\$ 2,231</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,231</u>

Cash and cash equivalents

The Company considers all highly liquid securities with original final maturities of 90 days or less from the date of purchase to be cash equivalents. As of December 31, 2018, cash and cash equivalents comprise funds in cash, U.S. treasury securities, U.S. government agency securities, and money market accounts. As of December 31, 2017, cash and cash equivalents comprise funds in cash and money market accounts.

Marketable securities

The amortized cost of debt securities is adjusted for amortization of premiums and accretion of discounts to maturity. At December 31, 2018 and 2017, the balance in the Company's accumulated other comprehensive loss was composed primarily of activity related to the Company's debt securities.

The aggregate fair value of debt securities held by the Company in an unrealized loss position for less than twelve months as of December 31, 2018 and 2017 was \$787.5 million and \$704.1 million, respectively. As of December 31, 2018, and 2017, there were \$315.3 million and \$134.4 million in securities held by the Company in an unrealized loss position for more than twelve months, respectively. The Company has the intent and ability to hold such securities until recovery. The Company determined that there was no material change in the credit risk of the above investments. As a result, the Company determined it did not hold any investments with an other-than-temporary impairment as of December 31, 2018 and 2017.

The Company holds equity securities with an aggregate fair value of \$22.2 million at December 31, 2018 within short-term marketable securities on its consolidated balance sheet. The Company has recorded a \$2.2 million unrealized gain during the year ended December 31, 2018 related to its equity securities, which is included in other income (expense), net on the consolidated statements of operations and comprehensive loss.

Contingent consideration

On June 30, 2014, the Company acquired Pregenen. In connection with the acquisition of Pregenen, the Company recorded contingent consideration pertaining to the amounts potentially payable to Pregenen's former equityholders. Contingent consideration is measured at fair value and is based on significant inputs not observable in the market, which represents a Level 3 measurement within the fair value hierarchy. The valuation of contingent consideration uses assumptions the Company believes would be made by a market participant. The Company assesses these estimates on an on-going basis as additional data impacting the assumptions is obtained. Future changes in the fair value of contingent consideration related to updated assumptions and estimates are recognized within the consolidated statements of operations and comprehensive loss.

Contingent consideration may change significantly as development progresses and additional data are obtained, impacting the Company's assumptions regarding probabilities of successful achievement of related milestones used to estimate the fair value of the liability and the timing in which they are expected to be achieved. In evaluating the fair value information, considerable judgment is required to interpret the market data used to develop the estimates. The estimates of fair value may not be indicative of the amounts that could be realized in a current market exchange. Accordingly, the use of different market assumptions and/or different valuation techniques could result in materially different fair value estimates.

The significant unobservable inputs used in the measurement of fair value of the Company's contingent consideration are probabilities of successful achievement of clinical and commercial milestones, the period in which these milestones are expected to be achieved ranging from 2021 to 2028 and discount rates ranging from 15.0% to 15.8%. Significant increases or decreases in any of these inputs would result in a significantly higher or lower fair value measurement.

The table below provides a roll-forward of fair value of the Company's contingent consideration obligations which include Level 3 inputs (in thousands):

	Year ended December 31,	
	2018	2017
Beginning balance	\$ 2,231	\$ 7,756
Additions	—	—
Changes in fair value	2,999	(525)
Payments	—	(5,000)
Ending balance	<u>\$ 5,230</u>	<u>\$ 2,231</u>

As of December 31, 2018 and 2017, the remaining \$5.2 million, and \$2.2 million, respectively, of contingent consideration obligation is reflected as a non-current liability in the consolidated balance sheet. A \$5.0 million preclinical milestone was achieved and paid to the former equityholders of Pregenen in the year ended December 31, 2017. Please refer to Note 8, "Commitments and contingencies," for further information.

5. Property, plant and equipment, net

Property, plant and equipment, net, consists of the following (in thousands):

	As of December 31,	
	2018	2017
Land	\$ 1,210	\$ 1,210
Building	180,094	164,414
Computer equipment and software	6,365	5,134
Office equipment	5,584	4,478
Laboratory equipment	35,693	24,914
Leasehold improvements	183	116
Construction-in-progress	46,669	15,189
Total property, plant and equipment	275,798	215,455
Less accumulated depreciation and amortization	(29,176)	(15,849)
Property, plant and equipment, net	<u>\$ 246,622</u>	<u>\$ 199,606</u>

In November 2017, the Company acquired a manufacturing facility, which is in the process of construction, in Durham, North Carolina for the future manufacture of lentiviral vector for the Company's gene and cell therapies. Construction-in-progress as of December 31, 2018, and 2017, includes \$40.4 million and \$12.9 million related to the North Carolina manufacturing facility, respectively.

As of December 31, 2018, and 2017, total property, plant and equipment includes \$168.1 million, and \$164.4 million, respectively, related to the Company's headquarters at 60 Binney Street in Cambridge, Massachusetts, of which \$156.0 million was incurred by the landlord at both dates.

Depreciation and amortization expense related to property, plant and equipment was \$13.4 million, \$9.8 million, and \$5.9 million for the years ended December 31, 2018, 2017, and 2016, respectively. Please refer to Note 8, "Commitments and contingencies," for further information.

6. Restricted cash and other non-current assets

Restricted cash

As of December 31, 2018, and 2017, the Company maintained letters of credit of \$14.5 million, and \$13.8 million, respectively, which are collateralized with a bank account at a financial institution in accordance with the agreement and consisted of the following:

(in thousands)	As of December 31, 2018	As of December 31, 2017
60 Binney Street lease	\$ 13,763	\$ 13,763
Other leases	757	—
Total restricted cash	<u>\$ 14,520</u>	<u>\$ 13,763</u>

Subject to the terms of the 60 Binney Street Lease agreement and certain reduction requirements specified therein, including market capitalization requirements, this amount may decrease by \$1.5 million on the fourth, fifth and sixth anniversaries of the date the Company occupies the building.

Other non-current assets

In August 2018, the Company entered into a license and collaboration agreement with a third-party collaborator and paid a non-refundable, non-creditable upfront payment of \$20.0 million, \$14.5 million of which was recorded as prepaid research and development services and the remaining \$5.5 million of which was expensed within research and development expense in the third quarter of 2018, as this payment represented an access fee for technology that has no clear alternate future use under ASC 730-10, *Research and Development*. The prepaid research and development services will be recognized over a five-year term based on the proportion of effort incurred by the third-party collaborator as a percentage of total effort expected to be expended. The prepaid research and development services balance is included in receivables and other current assets and restricted cash and other non-current assets in the consolidated balance sheet as of December 31, 2018.

7. Accrued expenses and other current liabilities

Accrued expenses and other current liabilities consist of the following (in thousands):

	As of December 31,	
	2018	2017
Employee compensation	\$ 28,567	\$ 19,657
Accrued manufacturing costs	21,618	8,480
Accrued clinical and contract research organization costs	11,891	8,082
Accrued license and milestone fees	7,739	4,584
Accrued professional fees	1,830	1,402
Other accrued goods and services	25,051	12,971
Financing lease obligation, current portion	1,424	1,051
Other	1,273	838
Total accrued expenses and other current liabilities	\$ 99,393	\$ 57,065

8. Commitments and contingencies

Operating lease commitments

On June 3, 2016, the Company entered into a manufacturing agreement for the future commercial production of the Company's Lenti-D and LentiGlobin product candidates with a contract manufacturing organization. Under this 12 year agreement, the contract manufacturing organization will complete the design, construction, validation and process validation of the leased suites prior to anticipated commercial launch of the product candidates. During construction, the Company was required to pay \$12.5 million upon the achievement of certain contractual milestones, and may pay up to \$8.0 million in additional contractual milestones if the Company elects its option to lease additional suites. The Company paid \$5.0 million for the achievement of the first and second contractual milestones during 2016 and paid \$5.5 million for the third and fourth contractual milestones achieved during 2017. In March 2018, \$1.5 million of the possible \$2.0 million related to the fifth contractual milestone was achieved and was paid in the second quarter of 2018. Given that construction was completed in March 2018, beginning in April 2018 the Company will pay \$5.1 million per year in fixed suite fees as well as certain fixed labor, raw materials, testing and shipping costs for manufacturing services, and may pay additional suite fees if it elects its option to reserve or lease additional suites. The Company may terminate this agreement at any time upon payment of a one-time termination fee and up to 24 months of fixed suite and labor fees. The Company concluded that this agreement contains an embedded lease as the suites are designated for the Company's exclusive use during the term of the agreement. The Company concluded that it is not the deemed owner during construction nor is it a capital lease under ASC 840-10, *Leases – Overall*. As a result, the Company accounts for the agreement as an operating lease and expenses the rental payments on a straight-line basis over the non-cancellable term of the embedded lease.

On November 18, 2016, the Company entered into an agreement for future clinical and commercial production of the Company's LentiGlobin and Lenti-D gene therapy drug products with a contract manufacturing organization at an existing facility. The term of the agreement is five years with a three year renewal at the mutual option of each party. Under the agreement, the Company is required to pay an up-front fee of €3.0 million, €2.0 million of which was paid in the fourth quarter of 2016 and €1.0 million of which was paid in the third quarter of 2018, and annual maintenance and production fees of up to €9.8 million, depending on its production needs. The Company may terminate this agreement with twelve months' notice and a one-time termination fee. The Company concluded that this agreement contains an embedded lease as the clean rooms are designated for the Company's exclusive use during the term of the agreement and determined that it is not a capital lease under ASC 840-10, *Leases – Overall*. As a result, the Company accounts for the agreement as an operating lease and expenses the rental payments on a straight-line basis over the non-cancellable term of the embedded lease.

60 Binney Street Lease commitments

On September 21, 2015, the Company entered into a lease agreement for office and laboratory space located in a building (the “Building”) at 60 Binney Street, Cambridge, Massachusetts (the “60 Binney Street Lease”) to become its new corporate headquarters. Under the terms of the 60 Binney Street Lease, starting on October 1, 2016, the Company leases approximately 253,108 square feet of office and laboratory space at \$72.50 per square foot per year, or \$18.4 million per year in base rent, which is subject to scheduled annual rent increases of 1.75% plus certain operating expenses and taxes. The Company also executed a \$9.2 million letter of credit upon signing the 60 Binney Street Lease, which was required to be collateralized with a bank account at a financial institution in accordance with the 60 Binney Street Lease agreement. This letter of credit was increased to \$13.8 million during the third quarter of 2016 as required under the terms of the lease. Subject to the terms of the lease and certain reduction requirements specified therein, including market capitalization requirements, this amount may decrease back to \$9.2 million over time. The 60 Binney Street Lease will continue until March 31, 2027. Pursuant to a work letter entered into in connection with the 60 Binney Street Lease, the landlord will contribute an aggregate of \$42.4 million toward the cost of construction and tenant improvements for the Building. The purpose of the 60 Binney Street Lease was to replace the Company’s previously leased premises at 150 Second Street and 215 First Street in Cambridge, Massachusetts, both of which were fully exited in the first half of 2017. The Company has the option to extend the 60 Binney Street Lease for two successive five-year terms. The Company occupied the Building beginning on March 27, 2017.

Because the Company is involved in the construction project, including having responsibility to pay for a portion of the costs of finish work and mechanical, electrical, and plumbing elements of the Building, among other items, the Company is deemed for accounting purposes to be the owner of the Building during the construction period. Accordingly, construction costs that have been incurred by the landlord directly or indirectly through reimbursement to the Company as part of its tenant improvement allowance have been recorded as an asset in “Property, plant and equipment, net” with a related financing obligation in “Accrued expenses and other current liabilities” and “Financing lease obligation, net of current portion” on the Company’s consolidated balance sheets. Tenant improvement costs that are reimbursable by the landlord and have not yet been paid to the Company are recorded in “Tenant improvements receivable” on the Company’s consolidated balance sheets. Tenant improvement costs that are not reimbursable by the landlord are recorded in “Property, plant and equipment, net” on the Company’s consolidated balance sheets.

The Company evaluated the 60 Binney Street Lease upon occupancy on March 27, 2017 and determined that the 60 Binney Street Lease did not meet the criteria for “sale-leaseback” treatment. This determination was based on, among other things, the Company’s continuing involvement with the property in the form of non-recourse financing to the lessor. Accordingly, upon occupancy, the Company commenced depreciating the portion of the building in service over a useful life of 40 years and incurred interest expense related to the financing obligation of \$15.5 million, and \$11.4 million, for the years ended December 31, 2018 and 2017, respectively. The Company made \$1.0 million and \$0.6 million in principal payments, which are included in operating expense, for the years ended December 31, 2018 and 2017, respectively.

The Company bifurcates its lease payments pursuant to the 60 Binney Street Lease into (i) a portion that is allocated to the Building and (ii) a portion that is allocated to the land on which the Building is located, which is recorded as rental expense. The Company began making lease payments pursuant to the 60 Binney Street Lease in March 2017. The portion of the lease obligation allocated to the land is treated for accounting purposes as an operating lease that commenced upon execution of the 60 Binney Street Lease in September 2015. During the years ended December 31, 2018, 2017 and 2016, the Company recognized \$1.9 million, \$1.9 million, and \$1.9 million of rental expense attributable to the land, respectively.

As of December 31, 2018, future minimum commitments under the 60 Binney Street Lease and facility operating leases were as follows (in thousands):

Years ended December 31,	60 Binney Street lease	Other operating leases (1)	Total lease commitments
2019	\$ 18,974	\$ 17,511	\$ 36,485
2020	19,306	18,727	38,033
2021	19,643	18,777	38,420
2022	19,987	13,332	33,319
2023	20,337	13,384	33,721
2024 and thereafter	68,551	29,313	97,864
Total minimum lease payments	\$ 166,798	\$ 111,044	\$ 277,842

(1) Includes the lease of the Company’s lab and office space in Seattle, Washington, office space in Zug, Switzerland and two embedded operating leases at contract manufacturing organizations.

For the 60 Binney Street Lease, the table above sets forth the future minimum rental payments that the Company is obligated to pay, including amounts reflected on the consolidated balance sheet as part of the balance under the caption “Accrued expenses and other current liabilities” and “Financing lease obligation, net of current portion.” The Company commenced rental payments in April 2017.

Rent expense is calculated on a straight-line basis over the term of the lease. Rent expense recognized under all leases, including additional rent charges for utilities, parking, maintenance, and real estate taxes, and including rental expense attributable to the 60 Binney Street Lease land was \$9.8 million, \$9.0 million, and \$8.3 million for the years ended December 31, 2018, 2017 and 2016, respectively.

Contingent consideration related to business combinations

On June 30, 2014, the Company acquired Pregenen. During 2017, one milestone under the Stock Purchase Agreement was achieved, which resulted in a \$5.0 million payment to the former equityholders of Pregenen during 2017. During 2016, two milestones were achieved, which resulted in a \$5.0 million payment to the former equityholders of Pregenen. The Company may be required to make up to an additional \$120.0 million in remaining future contingent cash payments to the former equityholders of Pregenen upon the achievement of certain clinical and commercial milestones related to the Pregenen technology, of which \$20.1 million relates to clinical milestones and \$99.9 million relates to commercial milestones. In accordance with accounting guidance for business combinations, contingent consideration liabilities are required to be recognized on the consolidated balance sheets at fair value. Estimating the fair value of contingent consideration requires the use of significant assumptions primarily relating to probabilities of successful achievement of certain clinical and commercial milestones, the expected timing in which these milestones will be achieved and discount rates. The use of different assumptions could result in materially different estimates of fair value. See Note 4, “Fair value measurements,” for additional information.

Other funding commitments

The Company is party to various agreements, principally relating to licensed technology, that require future payments relating to milestones not met at December 31, 2018 and December 31, 2017 or royalties on future sales of specified products, which includes the collaboration agreement entered into with Regeneron Pharmaceuticals, Inc. (“Regeneron”) during the year ended December 31, 2018. Additionally, the Company is party to various contracts with contract research organizations and contract manufacturers that generally provide for termination on notice, with the exact amounts in the event of termination to be based on the timing of the termination and the terms of the agreement. Please refer to Note 10, “Collaborative Arrangements,” for further information on the collaboration agreement with Regeneron.

Based on our development plans as of December 31, 2018, we may be obligated to make future development, regulatory and commercial milestone payments and royalty payments on future sales of specified products associated with our collaboration and license agreements. Payments under these agreements generally become due and payable upon achievement of such milestones or sales. When the achievement of these milestones or sales have not occurred, such contingencies are not recorded in the Company’s financial statements and are excluded from the table below.

The Company has various manufacturing development and license agreements to support clinical and commercial product needs. The Company incurred \$44.0 million of expense related to these agreements in 2018. The following table presents non-cancelable contractual obligations arising from these arrangements:

Years ended December 31,	Purchase commitment
2019	\$ 69,827
2020	74,529
2021	14,358
2022	24,311
2023	25,040
2024 and thereafter	25,792
Total purchase commitments	\$ 233,857

The Company enters into standard indemnification agreements in the ordinary course of business. Pursuant to the agreements, the Company indemnifies, holds harmless, and agrees to reimburse the indemnified party for losses suffered or incurred by the indemnified party, generally the Company's business partners. The term of these indemnification agreements is generally perpetual any time after execution of the agreement. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited. The Company has never incurred costs to defend lawsuits or settle claims related to these indemnification agreements.

9. Common stock and preferred stock

The Company is authorized to issue 125.0 million shares of common stock. Holders of common stock are entitled to one vote per share. Holders of common stock are entitled to receive dividends, if and when declared by the Company's Board of Directors, and to share ratably in the Company's assets legally available for distribution to the Company's shareholders in the event of liquidation. Holders of common stock have no preemptive, subscription, redemption or conversion rights. As of December 31, 2018, and 2017, the Company had 54.7 million and 49.4 million shares of common stock issued and outstanding, respectively.

In December 2016, the Company sold 3.3 million shares of common stock through an underwritten public offering at a price of \$76.00 per share for aggregate net proceeds of \$234.7 million. In June 2017, the Company sold 4.4 million shares of common stock (inclusive of 0.6 million shares of common stock sold by the Company pursuant to the full exercise of an overallotment option granted to the underwriters in connection with the offering) through an underwritten public offering at a price of \$105.00 per share for aggregate net proceeds of \$436.8 million. In December 2017, the Company sold 3.2 million shares of common stock (excluding any shares sold pursuant to an overallotment option granted to the underwriters in connection with the offering) through an underwritten public offering at a price of \$185.00 per share for aggregate net proceeds of \$569.8 million.

In January 2018, the Company sold 0.3 million shares of common stock pursuant to the partial exercise of an overallotment option granted to the underwriters in connection with the December 2017 underwritten public offering at a price of \$185.00 per share for aggregate net proceeds of \$48.7 million. In July 2018, the Company sold 3.9 million shares of common stock (excluding any shares sold pursuant to an overallotment option granted to the underwriters in connection with the offering) through an underwritten public offering at a price of \$162.50 per share for aggregate net proceeds of \$600.6 million. In August 2018, the Company sold 0.4 million shares of common stock to Regeneron in connection with a collaboration arrangement at a price of \$238.10 per share for aggregate net proceeds of \$100.0 million, of which \$45.5 million was attributed to a prepayment of joint research activities.

The Company is authorized to issue 5.0 million shares of preferred stock in one or more series and to fix the powers, designations, preferences and relative participating option or other rights thereof, including dividend rights, conversion rights, voting rights, redemption terms, liquidation preferences and the number of shares constituting any series, without any further vote or action by the Company's shareholders. As of December 31, 2018 and 2017, the Company had no shares of preferred stock issued or outstanding.

Reserved for future issuance

The Company has reserved for future issuance the following number of shares of common stock (in thousands):

	As of December 31,	
	2018	2017
Options to purchase common stock	4,643	3,755
Restricted stock units	931	477
2013 Stock Option and Incentive Plan	1,458	1,550
2013 Employee Stock Purchase Plan	172	188
	<u>7,204</u>	<u>5,970</u>

10. Collaborative arrangements

To date, the Company's collaboration revenue has been generated from its collaboration arrangement with Celgene, which was originally entered into in March 2013 and was subsequently amended in June 2015, and from its collaboration arrangement with Regeneron, as further described below.

Celgene

Celgene Original Collaboration Agreement

On March 19, 2013, the Company entered into a Master Collaboration Agreement (the “Celgene Collaboration Agreement”) with Celgene to discover, develop and commercialize potentially disease-altering gene therapies in oncology. The collaboration is focused on applying gene therapy technology to genetically modify a patient’s own T cells, known as chimeric antigen receptor, or CAR T cells, to target and destroy cancer cells. Additionally, on March 19, 2013, the Company entered into a Platform Technology Sublicense Agreement (the “Sublicense Agreement”) with Celgene pursuant to which the Company obtained a sublicense to certain intellectual property from Celgene, originating under Celgene’s license from Baylor College of Medicine, for use in the collaboration.

Under the terms of the Celgene Collaboration Agreement, the Company received a \$75.0 million up-front, non-refundable cash payment. The Company was responsible for conducting discovery, research and development activities through completion of phase 1 clinical studies, if any, during the initial term of the Celgene Collaboration Agreement, or three years. The collaboration is governed by a joint steering committee (“JSC”) formed by an equal number of representatives from the Company and Celgene. The JSC, among other activities, reviews the collaboration program, reviews and evaluates product candidates and approves regulatory plans. In addition to the JSC, the Celgene Collaboration Agreement provides that the Company and Celgene each appoint representatives to a patent committee, which is responsible for managing the intellectual property developed and used during the collaboration.

Celgene Amended Collaboration Agreement

On June 3, 2015, the Company and Celgene amended and restated the Collaboration Agreement (the “Amended Celgene Collaboration Agreement”). Under the Amended Celgene Collaboration Agreement, the parties narrowed the focus of the collaboration to exclusively work on anti- B-cell maturation antigen (“BCMA”) product candidates for a new three-year term. In connection with the Amended Celgene Collaboration Agreement, the Company received an up-front, one-time, non-refundable, non-creditable payment of \$25.0 million to fund research and development under the collaboration. The collaboration will continue to be governed by the JSC. Under the terms of the Amended Celgene Collaboration Agreement, for up to two product candidates selected for development under the collaboration, the Company is responsible for conducting and funding all research and development activities performed up through completion of the initial phase 1 clinical study of such product candidates.

On a product candidate-by-product candidate basis, up through a specified period following enrollment of the first patient in an initial phase 1 clinical study for such product candidate (the “Option Period”), the Company has granted Celgene an option to obtain an exclusive worldwide license to develop and commercialize such product. Following Celgene’s license of each product candidate, the Company is entitled to elect to co-develop and co-promote each product candidate in the U.S.

Celgene bb2121 License Agreement

On February 10, 2016, Celgene exercised its option to obtain an exclusive worldwide license to develop and commercialize bb2121, the first product candidate under the Amended Celgene Collaboration Agreement, pursuant to an executed license agreement (“bb2121 License Agreement”) entered into by the parties on February 16, 2016 and paid the associated \$10.0 million option fee. Pursuant to the bb2121 License Agreement, Celgene is responsible for development and related funding of bb2121 after the substantial completion of the phase 1 clinical trial. The Company is responsible for the manufacture of vector and associated payload throughout development and upon Celgene’s request, commercialization, the costs of which are reimbursed by Celgene in accordance with the terms of the Amended and Restated Co-Development, Co-Promote and Profit Share Agreement, as further described below. Celgene is responsible for the manufacture of drug product throughout development and commercialization.

Celgene bb2121 Co-Development, Co-Promote and Profit Share Agreement

On March 28, 2018, the Company elected to co-develop and co-promote bb2121 within the U.S. pursuant to the execution of the Amended and Restated Co-Development, Co-Promote and Profit Share Agreement (“bb2121 CCPS”). The responsibilities of the parties remain unchanged from those under the bb2121 License Agreement, however, the Company will share equally in all profits and losses relating to developing, commercializing and manufacturing bb2121 within the U.S. and has the right to participate in the development and promotion of bb2121 in the U.S. Celgene is responsible for the costs incurred to manufacture vector and associated payload for use outside of the U.S., plus a markup. Under the bb2121 CCPS, the Company may receive up to \$70.0 million in development milestone payments for the first indication to be addressed by the bb2121 product candidate, with the ability to obtain additional milestone payments for a second indication and modified licensed products. In addition, to the extent bb2121 is commercialized, the Company is entitled to receive tiered royalty payments ranging from the mid-single digits to low-teens based on a percentage of net sales generated outside of the U.S., subject to certain reductions.

Celgene bb21217 License Agreement

On September 22, 2017, Celgene exercised its option to obtain an exclusive worldwide license to develop and commercialize bb21217, the second product candidate under the Amended Celgene Collaboration Agreement, pursuant to an executed license agreement (“bb21217 License Agreement”) entered into by the parties on September 28, 2017 and paid the Company an option fee of \$15.0 million. Pursuant to the bb21217 License Agreement, Celgene is responsible for development and related funding of bb21217 after the substantial completion of the on-going phase 1 clinical trial. The Company is responsible for the manufacture of vector and associated payload throughout development and, upon Celgene’s request, commercialization. Expenses incurred by the Company are fully reimbursable by Celgene at cost plus a mark-up. Throughout both development and commercialization, Celgene is responsible for the manufacture of drug product.

The Company currently expects it will exercise its option to co-develop and co-promote bb21217 within the U.S. The Company’s election to co-develop and co-promote bb21217 must be made by the substantial completion of the on-going phase 1 clinical trial of bb21217. If elected, the Company expects the responsibilities of the parties to remain largely unchanged, however, the Company expects it will share equally in all profits and losses relating to developing, commercializing and manufacturing bb21217 within the U.S. and to have the right to participate in the development and promotion of bb21217 in the U.S. Celgene would be responsible for the costs incurred to manufacture vector and associated payload for use outside of the U.S., plus a markup. Under this scenario, the Company expects to receive, per product, up to \$70.0 million in development milestone payments for the first indication to be addressed by the bb21217 product candidate, with the ability to obtain additional milestone payments for a second indication and modified licensed products. In addition, to the extent bb21217 is commercialized, the Company would be entitled to receive tiered royalty payments ranging from the mid-single digits to low-teens based on a percentage of net sales generated outside of the U.S., subject to certain reductions.

In the event the Company does not exercise its option to co-develop and co-promote bb21217, the Company will receive an additional fee in the amount of \$10.0 million. Under this scenario, the Company may be eligible to receive up to \$10.0 million in clinical milestone payments, up to \$117.0 million in regulatory milestone payments, and up to \$78.0 million in commercial milestone payments. In addition, to the extent bb21217 is commercialized, the Company would be entitled to receive tiered royalty payments ranging from the mid-single digits to low-teens based on a percentage of net sales, subject to certain reductions.

Accounting Analysis – bb2121

The Company has elected to use a practical expedient within Topic 606 that allows entities to reflect the aggregate effect of all contract modifications when identifying the satisfied and unsatisfied performance obligations for contracts that were modified prior to Topic 606 adoption. Celgene’s option to in-license the first product candidate, bb2121, under the arrangement was considered a material right at the time the Amended Celgene Collaboration Agreement was executed in June 2015 given the product candidate had been formally nominated by the JSC and that substantially all investigational new drug application, or IND, enabling activities had been completed by that time. In making this determination, the Company also considered the option price relative to the value of the underlying license. Celgene’s exercise of this material right in February 2016 was determined to represent a contract modification and represents the last contract modification prior to the adoption of Topic 606. As a result, the Celgene Collaboration Agreement, Amended Celgene Collaboration Agreement, and bb2121 CCPS are combined for accounting purposes and treated as a single arrangement. As of February 2016, Celgene’s option to license an additional product candidate under the collaboration did not represent a material right due primarily to the significant uncertainty regarding whether any additional product candidates would be identified under the Amended Celgene Collaboration Agreement. Therefore, the license to the Company’s second product candidate, bb21217, which was executed in September 2017, is accounted for as a separate contract. Refer below for discussion of the bb21217 accounting analysis.

As of the February 2016 contract modification date, the Company concluded the arrangement contained the following promised goods and services: (i) research and development services, (ii) a license to the first product candidate, bb2121, and (iii) manufacture of vectors and associated payload for incorporation into bb2121 through development. The Company determined that the manufacture of commercial vector represents an option to acquire additional goods and services that is not representative of a material right. In addition, at that time Celgene had not exercised its option to purchase any commercial vector. Accordingly, the manufacture of commercial vector is not considered to be a performance obligation at this time.

The Company concluded that the research and development services are distinct from the other promised goods and services under the arrangement given that Celgene can benefit from the research and development services on their own and such services are distinct within the context of the contract. Thus, such services are considered to be a separate performance obligation. The Company concluded that the license to bb2121 is not distinct from the vector manufacturing services because the manufacturing is essential to the use of the license. Accordingly, these two promised goods and services are considered a single combined performance obligation.

bb2121 transaction price

The following tables summarize the total transaction price, the allocation of the total transaction price to the identified performance obligations under the arrangement, and the amount of the transaction price unsatisfied as of December 31, 2018:

(in thousands)	bb2121 transaction price as of December 31, 2018	
Up-front non-refundable payment - Celgene Collaboration Agreement	\$	75,000
Up-front non-refundable payment - Amended Celgene Collaboration Agreement		25,000
bb2121 license fee - bb2121 License Agreement		10,000
Estimated variable consideration		85,723
	<u>\$</u>	<u>195,723</u>

(in thousands)	Allocation of transaction price to performance obligations	Transaction price unsatisfied as of December 31, 2018
bb2121 research and development services	\$ 38,647	\$ —
bb2121 license and manufacturing services	157,076	50,599
	<u>\$ 195,723</u>	<u>\$ 50,599</u>

The estimated variable consideration of \$85.7 million relates to the estimated reimbursement from Celgene for the manufacture of vectors and associated payload through development. The total transaction price has been allocated to the performance obligations identified based on a relative SSP basis. The Company estimated the SSP of the license after considering potential future cash flows under the license. The Company then discounted these probability-weighted cash flows to their present value. The Company estimated the SSP of each of the research and development services and manufacturing services to be provided based on the Company's estimated cost of providing the services plus an applicable profit margin commensurate with observable market data for similar services.

All of the clinical and regulatory milestones are fully constrained. As part of its evaluation of the constraint, the Company considered numerous factors, including the fact that achievement of the milestones is outside the control of the Company and contingent upon the future success of clinical trials, the licensee's efforts, or the receipt of regulatory approval. Any consideration related to sales-based milestones (including royalties) will be recognized when the related sales occur as these amounts have been determined to relate predominantly to the license granted to Celgene and therefore are recognized at the later of when the performance obligation is satisfied, or the related sales occur. The Company re-evaluates the transaction price, including its estimated variable consideration included in the transaction price and all constrained amounts, at each reporting period and as uncertain events are resolved or other changes in circumstances occur.

bb2121 research and development services

The Company allocated \$38.6 million of the transaction price to the research and development services. The Company satisfied this performance obligation as the research and development services were performed. The Company determined that the period of performance of the research and development services was three years through projected initial phase 1 clinical study substantial completion, or through May 2018. The Company recognized revenue related to research and development services performed using an input method by calculating costs incurred at each period end relative to total costs expected to be incurred. Although the Company fully satisfied this performance obligation during the second quarter of 2018, any changes to the total transaction price following the completion of this performance obligation in May 2018 will be allocated to the performance obligations under the arrangement based on a relative SSP basis and therefore the allocation of any changes to the total transaction price may impact the revenue recognized for this performance obligation in the period of change.

The following table summarizes the revenue recognized related to the bb2121 research and development services for the years ended December 31, 2018, 2017, and 2016:

(in thousands)	For the years ended December 31,		
	2018 (1)	2017 (1)	2016 (1)
bb2121 research and development services revenue	\$ 5,751	\$ 6,208	\$ 6,155
	\$ 5,751	\$ 6,208	\$ 6,155

- (1) As noted in Note 2, “*Summary of significant accounting policies and basis of presentation*,” the Company adopted Topic 606 effective January 1, 2018 using the modified retrospective transition method. Therefore, amounts disclosed in the table above pertaining to prior periods are presented under previous accounting guidance and are therefore not comparable to the amounts recorded in the current period under Topic 606.

bb2121 license and manufacturing services

The Company allocated \$157.1 million of the transaction price to the combined unit of accounting which consists of the license and manufacture of vectors and associated payload for incorporation into bb2121.

The Company accounts for its vector manufacturing services for development in the U.S. and Celgene’s U.S. development efforts within the scope of ASC 808 given that both parties are active participants in the activities and both parties are exposed to significant risks and rewards dependent on the commercial success of the activities. The Company recognizes collaboration revenue for its U.S. manufacturing services by analogy to Topic 606. The portion of Celgene’s U.S. development costs that the Company is responsible for are recognized as a reduction to its collaboration revenues, or, if in excess of such revenues in a given quarter, the excess is recorded as research and development expense.

Revenue recognition for the combined unit of accounting commenced during the first quarter of 2017. The Company recognizes revenue associated with the combined unit of accounting using the proportional performance method, as the Company will satisfy this performance obligation as the manufacturing services are performed through development. In using this method, the Company estimated its development plan for bb2121, including expected demand from Celgene, and the costs associated with the manufacture of vectors and associated payload for incorporation into bb2121. On a quarterly basis, the Company determines the proportion of effort incurred as a percentage of total effort it expects to expend. This ratio is applied to the transaction price, which includes variable consideration, allocated to the combined performance obligation consisting of the bb2121 license and manufacturing services. Management has applied significant judgment in the process of developing its budget estimates and any changes to these estimates will be recognized in the period in which they change as a cumulative catch up.

The following table summarizes the net collaboration revenue recognized or expense incurred related to the combined performance obligation for the license and vector manufacturing of bb2121 in the U.S. for the years ended December 31, 2018, 2017, and 2016:

bb2121 license and manufacturing services - U.S. (in thousands)	For the years ended December 31,		
	2018 (2)	2017 (2)	2016 (2)(3)
ASC 808 bb2121 license and manufacturing revenue - U.S. (1)	\$ 6,255	\$ 4,905	\$ —
ASC 808 bb2121 license and manufacturing research and development expense - U.S. (1)	\$ 8,689	\$ 3,037	\$ —

- (1) As noted above, the calculation of collaboration revenue or research and development expense to be recognized for the Company’s combined performance obligation for its license and vector manufacturing of bb2121 in the U.S. is performed on a quarterly basis. The calculation is independent of previous activity, which may result in fluctuations between revenue and expense recognition period over period, depending on the varying extent of effort performed by each party during the period.
- (2) As noted in Note 2, “*Summary of significant accounting policies and basis of presentation*,” the Company adopted Topic 606 effective January 1, 2018 using the modified retrospective transition method. Therefore, amounts disclosed in the table above pertaining to prior periods are presented under previous accounting guidance and are therefore not comparable to the amounts recorded in the current period under Topic 606.
- (3) Revenue recognition for the bb2121 license and manufacturing services for Celgene commenced in 2017 and as such there were no amounts recognized in the consolidated statement of operations in 2016.

Revenue related to the combined unit of accounting for its non-US license and vector manufacturing services is accounted for in accordance with Topic 606. The following table summarizes the revenue recognized related to the combined unit of accounting for the bb2121 non-US license and vector manufacturing services for the years ended December 31, 2018, 2017, and 2016:

bb2121 license and manufacturing services - outside of U.S. (in thousands)	For the years ended December 31,		
	2018 (1)	2017 (1)	2016 (1)(2)
ASC 606 license and manufacturing revenue - outside of U.S.	\$ 35,900	\$ 10,372	\$ —

- As noted in Note 2, “*Summary of significant accounting policies and basis of presentation*,” the Company adopted Topic 606 effective January 1, 2018 using the modified retrospective transition method. Therefore, amounts disclosed in the table above pertaining to prior periods are presented under previous accounting guidance and are therefore not comparable to the amounts recorded in the current period under Topic 606.
- Revenue recognition for the bb2121 license and manufacturing services for Celgene commenced in 2017 and as such there were no amounts recognized in the consolidated statement of operations in 2016.

As of December 31, 2018, the aggregate amount of the transaction price allocated to the combined performance obligation, which consists of the bb2121 license and manufacturing services, that is unsatisfied, or partially unsatisfied, is \$50.6 million, which the Company expects to recognize as revenue as manufacturing services are provided through the remaining development period which is estimated to be through 2020. As of December 31, 2018, the Company had \$23.0 million of deferred revenue associated with the combined performance obligation consisting of the bb2121 license and manufacturing services.

Accounting Analysis – bb21217

On September 22, 2017, Celgene exercised its option to obtain an exclusive worldwide license to develop and commercialize bb21217, the second optioned product candidate, pursuant to the bb21217 License Agreement entered into by the parties on September 28, 2017. The bb21217 License Agreement is considered a separate contract for accounting purposes as the option to obtain an exclusive worldwide license to develop and commercialize bb21217, or any other product candidate, was not considered a material right to Celgene at the time the practical expedient was applied. The Company made this evaluation after considering the significant uncertainty at that time regarding whether any additional product candidates would be identified under the Amended Celgene Collaboration Agreement. In particular, the Company considered that bb21217 had not been formally nominated as a product candidate under the collaboration at that time, primarily due to a lack of pre-clinical data as well as uncertainty surrounding the ability to successfully complete various IND-enabling activities.

At contract inception, the Company concluded that the arrangement contained the following promised goods and services: (i) research and development services, (ii) a license to the second product candidate, bb21217, and (iii) manufacture of vectors and associated payload for incorporation into bb21217 through development. The Company determined that the manufacture of commercial vector represents an option to acquire additional goods and services that is not representative of a material right. In addition, at this time Celgene has not exercised its option to purchase any commercial vector. Accordingly, the manufacture of commercial vector is not considered to be a performance obligation at this time.

The Company concluded that the research and development services are distinct from the other promised goods and services under the arrangement given that Celgene can benefit from the research and development services on their own and such services are distinct within the context of the contract. Thus, such services are considered to be a separate performance obligation. Similar to bb2121, the Company concluded that the license to bb21217 is not distinct from the vector manufacturing services because the manufacturing is essential to the use of the license. Accordingly, these two promised goods and services are considered a single combined performance obligation.

bb21217 transaction price

The following tables summarize the total transaction price, the allocation of the total transaction price to the identified performance obligations under the arrangement, and the amount of the transaction price unsatisfied as of December 31, 2018:

(in thousands)	bb21217 transaction price as of December 31, 2018	
bb21217 license fee - bb21217 License Agreement	\$	15,000
Estimated variable consideration		26,687
	\$	41,687

(in thousands)	Allocation of transaction price to performance obligations	Transaction price unsatisfied as of December 31, 2018
bb21217 research and development services	\$ 5,444	\$ 1,839
bb21217 license and manufacturing services	36,243	36,243
	<u>\$ 41,687</u>	<u>\$ 38,082</u>

The estimated variable consideration of \$26.7 million relates to reimbursement from Celgene for the manufacturing services during development. The total transaction price has been allocated to the performance obligations identified based on a relative SSP basis. The Company estimated the SSP of the license after considering potential future cash flows under the license. The Company then discounted these probability-weighted cash flows to their present value. The Company estimated the SSP of each of the research and development services and manufacturing services to be provided based on the Company's estimated cost of providing the services plus an applicable profit margin commensurate with observable market data for similar services.

All of the clinical and regulatory milestones are fully constrained. As part of its evaluation of the constraint, the Company considered numerous factors, including the fact that achievement of the milestones is outside the control of the Company and contingent upon the future success of its clinical trials, the licensee's efforts, or the receipt of regulatory approval. Any consideration related to sales-based milestones (including royalties) will be recognized when the related sales occur as these amounts have been determined to relate predominantly to the license granted to Celgene and therefore are recognized at the later of when the performance obligation is satisfied, or the related sales occur. The Company re-evaluates the transaction price, including its estimated variable consideration included in the transaction price and all constrained amounts, each reporting period and as uncertain events are resolved or other changes in circumstances occur.

bb21217 research and development services

The Company allocated \$5.4 million of the transaction price to the research and development services. The Company will satisfy this performance obligation as the research and development services are performed. The Company determined that the period of performance of the research and development services was two years through projected initial phase 1 clinical study substantial completion, or through September 2019. The Company recognizes revenue related to research and development services performed using an input method by calculating costs incurred at each period end relative to total costs expected to be incurred.

The following table summarizes the revenue recognized related to the bb21217 research and development services for the years ended December 31, 2018, 2017, and 2016

(in thousands)	For the years ended December 31,		
	2018 (1)	2017 (1)	2016 (1)(2)
bb21217 research and development services revenue	\$ 2,884	\$ 721	\$ —
	<u>\$ 2,884</u>	<u>\$ 721</u>	<u>\$ —</u>

- (1) As noted in Note 2, "Summary of significant accounting policies and basis of presentation," the Company adopted Topic 606 effective January 1, 2018 using the modified retrospective transition method. Therefore, amounts disclosed in the table above pertaining to prior periods are presented under previous accounting guidance and are therefore not comparable to the amounts recorded in the current period under Topic 606.
- (2) Celgene in-licensed bb21217 in September 2017 and as such there were no amounts recognized in the consolidated statement of operations in 2016.

As of December 31, 2018, the aggregate amount of the transaction price allocated to the bb21217 research and development services performance obligation that are unsatisfied, or partially unsatisfied, and deferred is \$1.8 million, which the Company expects to recognize through September 2019 as research and development services are performed.

bb21217 license and manufacturing services

The Company will satisfy its performance obligation related to the manufacture of vectors and associated payload for incorporation into bb21217 through development as the bb21217 manufacturing services are performed. As of December 31, 2018, the manufacturing services for bb21217 had not yet commenced. Therefore, no amounts have been recognized for the combined performance obligation in the consolidated statement of operations for the years ended December 31, 2018, 2017, and 2016.

The aggregate amount of the transaction price allocated to the combined performance obligation, which consists of the bb21217 license and manufacturing services, is \$36.2 million. The Company does not expect that recognition will begin in the next twelve months and has therefore classified deferred revenue associated with the combined performance obligation as deferred revenue, net of current portion on its consolidated balance sheet. The Company had \$9.8 million of remaining deferred revenue as of December 31, 2018 associated with the combined performance obligation consisting of the bb21217 license and manufacturing services.

Contract assets and liabilities – bb2121 and bb21217

The Company receives payments from its collaborative partners based on billing schedules established in each contract. Up-front payments and fees are recorded as deferred revenue upon receipt or when due until such time as the Company satisfies its performance obligations under these arrangements. A contract asset is a conditional right to consideration in exchange for goods or services that the Company has transferred to a customer. Amounts are recorded as accounts receivable when the Company's right to consideration is unconditional.

The following table presents changes in the balances of the Company's Celgene receivables and contract liabilities during the twelve months ended December 31, 2018:

(in thousands)	Balance at beginning of period under Topic 606	Additions	Deductions	Balance at end of period under Topic 606
Receivables	\$ 4,635	\$ 8,570	\$ (6,677)	\$ 6,528
Contract liabilities:				
Payable included in accrued expenses	\$ —	\$ 8,031	\$ (8,031)	\$ —
Deferred revenue	\$ 76,812	\$ —	\$ (41,873)	\$ 34,939

The change in the receivables balance for the year ended December 31, 2018 is primarily driven by cash collected from Celgene for the amounts owed to the Company for the satisfaction of vector manufacturing services performed under the collaboration to date. As of December 31, 2018, the Company has a receivable given that the Company's U.S. development costs incurred in the fourth quarter of 2018 for which Celgene is responsible are in excess of Celgene's U.S. development costs for which the Company is responsible.

The decrease in deferred revenue during the year ended December 31, 2018 is primarily driven by amounts recognized for the combined performance obligation consisting of the bb2121 license and manufacturing services. During the year ended December 31, 2018, \$41.9 million of the deferred revenue balance at the beginning of the period was released from deferred revenue, of which \$32.1 million was recognized as collaboration revenue and \$9.8 million was recorded as contra-research and development expense.

Regeneron

Regeneron Collaboration Agreement

On August 3, 2018, the Company entered into a Collaboration Agreement (the "Regeneron Collaboration Agreement") with Regeneron pursuant to which the parties will apply their respective technology platforms to the discovery, development, and commercialization of novel immune cell therapies for cancer. On August 24, 2018, following the completion of required regulatory reviews, the Regeneron Collaboration Agreement became effective. Under the terms of the agreement, the parties will leverage Regeneron's proprietary platform technologies for the discovery and characterization of fully human antibodies, as well as T cell receptors directed against tumor-specific proteins and peptides and the Company will contribute its field-leading expertise in gene therapy.

In accordance with the Regeneron Collaboration Agreement, the parties jointly selected six initial targets and intend to equally share the costs of research up to the point of submitting an IND application for a potential gene therapy product directed to a particular target. Additional targets may be selected during the five-year research collaboration term as agreed to by the parties.

Regeneron will accrue a certain number of option rights exercisable against targets as the parties reach certain milestones under the terms of the agreement. Upon the acceptance of an IND for the first product candidate directed to a target, Regeneron will have the right to exercise an option for co-development/co-commercialization of product candidates directed to such target on a worldwide or applicable opt-in territory basis, with certain exceptions. Where Regeneron chooses to opt-in, the parties will share equally in the costs of development and commercialization, and will share equally in any profits or losses therefrom in applicable opt-in territories. Outside of the applicable opt-in territories, the target becomes a licensed target and Regeneron would be eligible to receive, with respect to any resulting product, milestone payments of up to \$130.0 million per product and royalties on net sales outside of the applicable opt-in territories at a rate ranging from the mid-single digits to low-double digits. Where Regeneron does not exercise its option, or does not have an option to a target, the target would also become a licensed target.

Either party may terminate a given research program directed to a particular target for convenience, and the other party may elect to continue such research program at its expense, receiving applicable cross-licenses. The terminating party will receive licensed product royalties and milestone payments on the potential applicable gene therapy products. Where the Company terminates a given research program for convenience, and Regeneron elects to continue such research program, the parties will enter into a transitional services agreement. Under certain conditions, following its opt-in, Regeneron may terminate a given collaboration program and the Company may elect to continue the development and commercialization of the applicable potential gene therapy products as licensed products.

Regeneron Share Purchase Agreement

A Share Purchase Agreement (“SPA”) was entered into by the parties on August 3, 2018. On August 24, 2018, the closing date of the transaction, the Company issued Regeneron 0.4 million shares of the Company’s common stock, subject to certain restrictions, for \$238.10 per share, or \$100.0 million in the aggregate. The purchase price represents \$63.0 million worth of common stock plus a \$37.0 million premium, which represents a collaboration research advancement, or credit to be applied to Regeneron’s initial 50 percent funding obligation for collaboration research, after which the collaborators will continue to fund ongoing research equally. The collaboration research advancement only applies to pre-IND research activities and is not refundable or creditable against post-IND research activities for any programs where Regeneron exercises their opt-in rights.

Accounting analysis – Regeneron

At the commencement of the arrangement, two units of accounting were identified, which are the issuance of 0.4 million of the Company’s common shares and joint research activities during the five year research collaboration term. The Company determined the total transaction price to be \$100.0 million, which comprises \$54.5 million attributed to the equity sold to Regeneron and \$45.5 million attributed to the joint research activities. In determining the fair value of the common stock at closing, the Company considered the closing price of the common stock on the closing date of the transaction and included a lack of marketability discount because Regeneron received shares subject to certain restrictions.

The Company analyzed the joint research activities to assess whether they fall within the scope of ASC 808, and will reassess this throughout the life of the arrangement based on changes in the roles and responsibilities of the parties. Based on the terms of the arrangement as outlined above, for the collaboration research performed prior to submission of an IND application for a potential gene therapy product, both parties are deemed to be active participants in the collaboration. Both parties are performing research and development activities and will share equally in these costs through IND. Additionally, Regeneron and the Company are exposed to significant risks and rewards dependent on the commercial success of any product candidates that may result from the collaboration. As such, the collaboration arrangement is deemed to be within the scope of ASC 808.

The \$45.5 million attributed to the joint research activities includes the \$37.0 million creditable against amounts owed to the Company by Regeneron. The collaboration research advancement will be reduced over time for amounts due to the Company by Regeneron as a result of the parties agreeing to share in the costs of collaboration research equally. The remainder of the amount attributed to the joint research activities will be recognized over the five-year research collaboration term.

Consistent with its collaboration accounting policy, the Company will recognize collaboration revenue or research and development expense related to the joint research activities in future periods depending on the amounts incurred by each party in a given reporting period. That is, if the Company’s research costs incurred exceed those research costs incurred by Regeneron in a given quarter, the Company will record collaboration revenue and reduce the original \$37.0 million advance by the amount due from Regeneron until such advancement is fully utilized, after which the Company would record an amount due from Regeneron. If Regeneron’s research costs incurred exceed those research costs incurred by the Company in a given quarter, the Company will record research and development expense and record a liability for the amount due to Regeneron.

The Company recognized approximately \$1.6 million of collaboration revenue under the Regeneron Collaboration Agreement during the year ended December 31, 2018. The Regeneron Collaboration Agreement was entered into in 2018 and as such there was no revenue recognized in 2017 or 2016.

The Company had \$44.0 million remaining collaboration research advancement as of December 31, 2018, \$10.6 million of which is classified as short term.

11. License and Royalty Revenue

Novartis Pharma AG

On April 26, 2017, the Company entered into a worldwide license agreement with Novartis. Under the terms of the agreement, Novartis non-exclusively licensed certain patent rights related to lentiviral vector technology to develop and commercialize CAR T cell therapies for oncology, including Kymriah (formerly known as CTL019), Novartis's anti-CD19 CAR T therapy. At contract inception, financial terms of the agreement included a \$7.5 million payment upon execution, \$7.5 million of potential future milestone payments associated with regulatory approvals, and \$1.1 million of payments for each subsequently licensed product, as well as low single digit royalty payments on net sales of covered products. In August 2017, Novartis received FDA approval for Kymriah and paid the Company \$2.5 million as a result of the achievement of a related milestone.

Given this arrangement is within the scope of Topic 606, the Company assessed this arrangement in accordance with Topic 606 upon transition. The Company identified only one performance obligation, consisting of the license, which was satisfied at contract inception. Accordingly, the nonrefundable license fee of \$7.5 million was recognized as revenue upon contract execution in the second quarter of 2017 and a \$2.5 million regulatory milestone was recognized as revenue upon milestone achievement, also in the second quarter of 2017, given there were no other unsatisfied performance obligations in the arrangement. This accounting conclusion was unchanged from its historical treatment under ASC 605. Regulatory approvals are not within the Company's control or the licensee's control and are generally not considered probable of being achieved until those approvals are received. As such, these milestones are constrained until such time as regulatory approvals are received. Because the single performance obligation was previously satisfied, all regulatory milestones will be recognized as revenue in full in the period in which the associated milestone is achieved.

The Company began recognizing royalty revenue from sales of Kymriah in the fourth quarter of 2017. As the license was deemed to be the predominant item to which the royalties relate, the Company recognizes royalties from the sales of Kymriah when the related sales occur. For the year ended December 31, 2018, the Company recognized royalty revenue of \$2.2 million. During the year ended December 31, 2017, the Company recognized license revenue of \$10.0 million in connection with this arrangement, as there were no other undelivered elements in the arrangement. The Company also recognized \$0.1 million of royalty revenue in connection with this arrangement.

The associated cost of license and royalty revenue for the year ended December 31, 2018 was \$0.9 million. For the year ended December 31, 2017, the cost of license and royalty revenue was \$1.4 million.

As noted in Note 2, "*Summary of significant accounting policies and basis of presentation*," the Company adopted Topic 606 effective January 1, 2018 using the modified retrospective transition method. Therefore, amounts disclosed pertaining to prior periods are presented under previous accounting guidance.

Orchard Therapeutics Limited (assigned by GlaxoSmithKline Intellectual Property Development Limited)

On April 28, 2017, the Company entered into a worldwide license agreement with GlaxoSmithKline Intellectual Property Development Limited ("GSK"). Under the terms of the agreement, GSK non-exclusively licensed certain patent rights related to lentiviral vector technology to develop and commercialize gene therapies for Wiscott-Aldrich syndrome and metachromatic leukodystrophy, two rare genetic diseases. Financial terms of the agreement include a nonrefundable upfront payment of \$3.0 million as well as \$1.3 million of potential milestone payments for each marketing authorization for each indication in any country as well as low single digit royalties on net sales of covered products. This license agreement was assigned by GSK to Orchard Therapeutics Limited, effective as of April 11, 2018.

Given this arrangement is within the scope of Topic 606, the Company assessed this arrangement in accordance with Topic 606 upon transition and concluded that at the date of contract inception, only one performance obligation, consisting of the license which was satisfied at contract inception, was identified. Accordingly, the entire nonrefundable license fee of \$3.0 million was recognized as revenue upon contract execution in the second quarter of 2017 given there were no other unsatisfied performance obligations in the arrangement. This accounting conclusion was unchanged from its historical treatment under ASC 605. Regulatory approvals are not within the Company's control or the licensee's control and are generally not considered probable of being achieved until those approvals are received. As such, these milestones are constrained until such time as regulatory approvals are received. During the year ended December 31, 2017, the Company recognized revenue of \$3.0 million upon delivery of the license, as there were no other undelivered elements in the arrangements. There was no revenue recognized under this arrangement in the year ended December 31, 2018. Because the single performance obligation was previously satisfied, all regulatory milestones will be recognized as revenue in full in the period in which the associated milestone is achieved.

For the year ended December 31, 2017 the cost of license and royalty revenue was \$0.1 million. Given there was no revenue recognized under this arrangement in the year ended December 31, 2018, there was no associated cost of license and royalty revenue.

As noted in Note 2, "*Summary of significant accounting policies and basis of presentation*," the Company adopted Topic 606 effective January 1, 2018 using the modified retrospective transition method. Therefore, amounts disclosed pertaining to prior periods are presented under previous accounting guidance.

12. Intangible assets

The Company's intangible assets consist entirely of developed technology, obtained through its acquisition of Pregenen, a privately-held biotechnology company. As a result, the Company obtained gene editing and cell signaling technology with a broad range of potential therapeutic applications. The Company considered the intangible asset acquired to be developed technology, as at the date of the acquisition it could be used the way it was intended to be used in certain ongoing research and development activities. The gene editing platform intangible asset is being amortized to research and development expense over its expected useful life of approximately eight years from the date of the acquisition.

Amortization expense for the gene editing platform intangible asset was \$3.8 million for each of the years ended December 31, 2018, 2017 and 2016, respectively, and accumulated amortization as of December 31, 2018 and 2017 was \$16.9 million and \$13.2 million, respectively. The intangible asset will continue to be amortized on a straight-line basis over its remaining useful life of 3.5 years.

13. Stock-based compensation

On June 3, 2013, the Company's board of directors adopted its 2013 Stock Option and Incentive Plan ("2013 Plan"), which was subsequently approved by its stockholders and became effective upon the closing of the Company's IPO on June 24, 2013. The 2013 Plan replaces the 2010 Stock Option and Grant Plan ("2010 Plan").

The 2013 Plan allows for the granting of incentive stock options, non-qualified stock options, restricted stock units and restricted stock awards to the Company's employees, members of the board of directors, and consultants of the Company. The Company initially reserved 955,000 shares of its common stock for the issuance of awards under the 2013 Plan. The 2013 Plan provides that the number of shares reserved and available for issuance under the 2013 Plan will automatically increase each January 1, beginning on January 1, 2014, by four percent of the outstanding number of shares of common stock on the immediately preceding December 31 or such lesser number of shares as determined by the Company's compensation committee. In January 2018 and January 2019, the number of common stock available for issuance under the 2013 Plan was increased by approximately 2.0 million and 2.2 million shares, respectively, as a result of this automatic increase provision.

Any options or awards outstanding under the Company's previous stock option plans, including both the 2010 Plan and the Second Amended and Restated 2002 Employee, Director and Consultant Stock Plan ("2002 Plan"), at the time of adoption of the 2013 Plan remain outstanding and effective. The shares of common stock underlying any awards that are forfeited, canceled, repurchased, expire or are otherwise terminated (other than by exercise) under the 2002 Plan and 2010 Plan are added to the shares of common stock available for issuance under the 2013 Plan. As of December 31, 2018, the total number of common stock that may be issued under all plans is 1.5 million.

The Company does not currently hold any treasury shares. Upon stock option exercise, the Company issues new shares and delivers them to the participant.

Stock-based compensation expense

The Company recognized stock-based compensation expense totaling \$110.8 million, \$53.3 million, and \$39.8 million during the years ended December 31, 2018, 2017 and 2016, respectively. Stock-based compensation expense recognized by award type is as follows (in thousands):

	Year ended December 31,		
	2018	2017	2016
Stock options	\$ 83,449	\$ 42,262	\$ 33,966
Restricted stock units	26,628	10,495	5,374
Employee stock purchase plan	759	525	416
	<u>\$ 110,836</u>	<u>\$ 53,282</u>	<u>\$ 39,756</u>

Stock-based compensation expense by classification included within the consolidated statements of operations and comprehensive loss was as follows (in thousands):

	Year ended December 31,		
	2018	2017	2016
Research and development	\$ 54,422	\$ 26,633	\$ 19,690
General and administrative	56,414	26,649	20,066
	<u>\$ 110,836</u>	<u>\$ 53,282</u>	<u>\$ 39,756</u>

In February 2018, the Company issued restricted stock units with service and performance conditions to employees, approximately 0.2 million of which are outstanding as of December 31, 2018 and none of which vested during the year ended December 31, 2018. Vesting of these awards is contingent on the occurrence of a certain regulatory milestone event and fulfillment of any remaining service condition. As a result, the related compensation cost will be first recognized as expense if and when achievement of the regulatory milestone is considered probable. These awards were modified in the second quarter of 2018 as a result of the adoption of a broad-based employee plan. The Company did not recognize any expense during the year ended December 31, 2018 related to these awards and may recognize up to \$37.9 million in stock-based compensation expense related to these awards upon achievement of the performance condition and subject to the service based condition.

As of December 31, 2018, there was \$199.8 million, \$76.4 million and \$0.1 million of unrecognized compensation expense related to unvested stock options, restricted stock units, exclusive of those with service and performance conditions described above, and the employee stock purchase plan, respectively, that is expected to be recognized over a weighted-average period of 2.8, 2.9, and 0.1 years.

Stock options

The fair value of each option issued to employees was estimated at the date of grant using the Black-Scholes option pricing model with the following weighted-average assumptions:

	Year ended December 31,		
	2018	2017	2016
Expected volatility	75.5%	78.1%	74.3%
Expected term (in years)	6.0	6.0	6.0
Risk-free interest rate	2.7%	2.1%	1.5%
Expected dividend yield	0.0%	0.0%	0.0%

The following table summarizes the stock option activity under the Company's equity awards plans:

	Shares (in thousands)	Weighted- average exercise price per share	Weighted- average contractual life (in years)	Aggregate intrinsic value (a) (in thousands)
Outstanding at December 31, 2017	3,755	\$ 67.91		
Granted	1,602	\$ 185.45		
Exercised	(575)	\$ 51.82		
Canceled or forfeited	(139)	\$ 130.93		
Outstanding at December 31, 2018	4,643	\$ 108.56	7.5	\$ 110,812
Exercisable at December 31, 2018	2,200	\$ 64.80	6.1	\$ 90,785
Vested and expected to vest at December 31, 2018	4,641	\$ 108.53	7.5	\$ 110,593

- (a) The aggregate intrinsic value is calculated as the difference between the exercise price of the underlying options and the fair value of the common stock for the options that were in the money at December 31, 2018.

The weighted-average fair values of options granted during 2018, 2017 and 2016 was \$125.12, \$62.03, and \$34.22, respectively. The intrinsic value of options exercised during the years ended December 31, 2018, 2017, and 2016, was \$73.1 million, \$91.0 million and \$15.3 million, respectively.

Restricted stock units

The following table summarizes the restricted stock unit activity under the Company's equity award plans (shares in thousands):

	Shares	Weighted-average grant date fair value
Unvested balance at December 31, 2017	477	\$ 80.72
Granted	673	192.90
Vested	(152)	86.60
Forfeited	(67)	149.02
Unvested balance at December 31, 2018	931	\$ 155.99

The intrinsic value of restricted stock units vested during the years ended December 31, 2018, 2017, and 2016 was \$25.5 million, \$8.1 million and \$5.3 million, respectively.

Employee Stock Purchase Plan

On June 3, 2013, the Company's board of directors adopted its 2013 Employee Stock Purchase Plan ("2013 ESPP"), which was subsequently approved by its stockholders and became effective upon the closing of the Company's IPO on June 24, 2013. The 2013 ESPP authorizes the initial issuance of up to a total of 0.2 million shares of the Company's common stock to participating employees. During the years ended December 31, 2018 and 2017, 16,026 and 20,773 shares of common stock were issued under the 2013 ESPP, respectively.

14. 401(k) Savings plan

In 1997, the Company established a defined-contribution savings plan under Section 401(k) of the Internal Revenue Code ("the 401(k) Plan"). The 401(k) Plan covers all employees who meet defined minimum age and service requirements, and allows participants to defer a portion of their annual compensation on a pretax basis. In March 2019, the Company expects to make contributions of approximately \$2.4 million related to employee contributions made during 2018. In March 2018, the Company made \$1.5 million of contributions related to employee contributions made during 2017. The match contribution is included in accrued expenses and other current liabilities as of December 31, 2018 and 2017. Expense related to the 401(k) Plan totaled \$2.4 million, \$1.5 million, \$1.0 million for the years ended December 31, 2018, 2017, and 2016, respectively.

15. Income taxes

The components of loss before income taxes were as follows (in thousands):

	Year ended December 31,		
	2018	2017	2016
U.S.	\$ (440,473)	\$ (266,236)	\$ (210,188)
Foreign	(114,965)	(69,197)	(53,931)
Total	<u>\$ (555,438)</u>	<u>\$ (335,433)</u>	<u>\$ (264,119)</u>

The provision for (benefit from) income taxes were as follows (in thousands):

	Year ended December 31,		
	2018	2017	2016
Current:			
Federal	\$ —	\$ —	\$ —
State	324	115	—
Foreign	222	95	—
Deferred:			
Federal	(307)	—	(588)
State	(52)	—	(24)
Foreign	—	—	—
Total income tax expense (benefit)	<u>\$ 187</u>	<u>\$ 210</u>	<u>\$ (612)</u>

A reconciliation of income tax provision (benefit) computed at the statutory federal income tax rate to the Company's effective income tax rate (provision) benefit as reflected in the financial statements is as follows:

	Year ended December 31,		
	2018	2017	2016
Federal income tax expense at statutory rate	21.0%	34.0%	34.0%
State income tax, net of federal benefit	5.1%	4.3%	3.3%
Permanent differences	0.9%	2.7%	(5.3%)
Research and development credit	6.5%	12.8%	15.0%
Foreign differential	(4.4%)	(6.9%)	(7.0%)
Federal tax rate change	0.1%	(31.6%)	0.0%
Other	(0.1%)	(0.8%)	0.0%
Change in valuation allowance	(29.1%)	(14.6%)	(39.9%)
Effective income tax rate (expense) benefit	<u>0.0%</u>	<u>(0.1%)</u>	<u>0.1%</u>

For the years ended December 31, 2018, 2017 and 2016, the Company recognized an income tax (expense) benefit of \$(0.2) million or 0.0%, \$(0.2) million or (0.1%), and \$0.6 million or 0.1%, respectively. The Company did not recognize any significant tax expense for the years ended December 31, 2018, 2017, or 2016 as the Company was subject to a full valuation allowance.

Deferred taxes are recognized for temporary differences between the basis of assets and liabilities for financial statement and income tax purposes. The significant components of the Company's deferred tax assets and liabilities are composed of the following (in thousands):

	Year ended December 31,	
	2018	2017
Deferred tax assets:		
U.S. net operating loss carryforwards (federal and state)	\$ 298,701	\$ 194,160
Tax credit carryforwards (federal and state)	167,517	131,289
Capitalized license fees and research and development expenses	18,083	13,629
60 Binney Street lease	42,059	42,025
Deferred revenue	21,442	12,795
Stock-based compensation	31,858	19,519
Accruals and other	8,886	6,262
Total deferred tax assets	588,546	419,679
Intangible assets	(3,579)	(4,567)
Fixed assets	(41,472)	(42,062)
Less valuation allowance	(543,495)	(373,050)
Net deferred taxes	\$ —	\$ —

A valuation allowance is recorded against deferred tax assets if it is more likely than not that some or all of the deferred tax assets will not be realized. Due to the uncertainty surrounding the realization of the favorable tax attributes in future tax returns, the Company has recorded a full valuation allowance against the Company's otherwise recognizable net deferred tax assets. The valuation allowance increased on a net basis by approximately \$170.4 million during the year ended December 31, 2018 due primarily to net operating losses, tax credit carryforwards, and stock-based compensation.

As of December 31, 2018, 2017 and 2016, the Company had U.S. federal net operating loss carryforwards of approximately \$1,096.7 million, \$716.1 million, and \$466.8 million, respectively, which may be available to offset future income tax liabilities. Of the amount as of December 31, 2018, \$386.0 million will carryforward indefinitely while \$710.7 million will expire at various dates through 2037. As of December 31, 2018, 2017 and 2016, the Company also had U.S. state net operating loss carryforwards of approximately \$1,082.1 million, \$692.9 million, and \$456.8 million, respectively, which may be available to offset future income tax liabilities and expire at various dates through 2038. At December 31, 2016, \$195.4 million and \$195.4 million of federal and state net operating losses, respectively, related to excess equity based compensation tax deductions, the benefits for which will be recorded to additional paid-in capital when recognized through a reduction of cash taxes paid. As a result of adopting FASB ASU 2016-09 in the first quarter of 2017, the Company recorded a cumulative-effect adjustment to retained earnings of \$76.7 million to record a net deferred tax asset relative to these tax attribute carryforwards. The deferred tax asset was offset by a corresponding adjustment to the valuation allowance.

As of December 31, 2018, 2017 and 2016, the Company had federal research and development and orphan drug tax credit carryforwards of approximately \$156.2 million, \$124.1 million, and \$83.2 million, respectively, available to reduce future tax liabilities which expire at various dates through 2038. As of December 31, 2018, 2017 and 2016, the Company had state credit carryforwards of approximately \$14.3 million, \$9.1 million, and \$6.0 million, respectively, available to reduce future tax liabilities which expire at various dates through 2033.

Under the provisions of the Internal Revenue Code, the net operating loss and tax credit carryforwards are subject to review and possible adjustment by the Internal Revenue Service and state tax authorities. Net operating loss and tax credit carryforwards may become subject to an annual limitation in the event of certain cumulative changes in the ownership interest of significant shareholders over a three-year period in excess of 50 percent, as defined under Sections 382 and 383 of the Internal Revenue Code, respectively, as well as similar state provisions. This could limit the amount of tax attributes that can be utilized annually to offset future taxable income or tax liabilities. The amount of the annual limitation is determined based on the value of the Company immediately prior to the ownership change. Subsequent ownership changes may further affect the limitation in future years. The Company has completed several financings since its inception which it believes has resulted in a change in control as defined by Sections 382 and 383 of the Internal Revenue Code.

During the fourth quarter of 2018, the Company completed an analysis of prior year estimates of U.S. research and development and orphan drug tax credits for the years 2013 through 2017. The analysis resulted in an immaterial adjustment to our income tax benefit, which was offset by an adjustment to the valuation allowance.

The Company or one of its subsidiaries files income tax returns in the United States, and various state and foreign jurisdictions. The federal, state and foreign income tax returns are generally subject to tax examinations for the tax years ended December 31, 2015 through December 31, 2017. To the extent the Company has tax attribute carryforwards, the tax years in which the attribute was generated may still be adjusted upon examination by the Internal Revenue Service, state or foreign tax authorities to the extent utilized in a future period.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

(in thousands)	<u>Unrecognized tax benefits</u>
Balance as of December 31, 2016	\$ —
Increases for tax positions related to current period	—
Increases for tax positions related to prior periods	—
Balance as of December 31, 2017	—
Increases for tax positions related to current period	3,370
Increases for tax positions related to prior periods	8,725
Balance as of December 31, 2018	<u>12,095</u>

The unrecognized tax benefits at December 31, 2018, if recognized, would not affect the Company's effective tax rate due to its full valuation allowance position. The Company does not anticipate that the amount of existing unrecognized tax benefits will significantly increase or decrease within the next 12 months. The Company has elected to include interest and penalties related to uncertain tax positions as a component of its provision for income taxes. For the years ended December 31, 2018, 2017 and 2016, the Company's accrued interest and penalties related to uncertain tax positions were not material.

On December 22, 2017, the Tax Cuts and Jobs Act ("TCJA") was enacted. This law substantially amended the Internal Revenue Code and among other things, permanently reduced the U.S. corporate income tax rate from 35% to 21%. On December 22, 2017, the SEC staff issued Staff Accounting Bulletin No. 118, Income Tax Accounting Implications of the Tax Cuts and Jobs Act ("SAB 118"), which allows the recording of provisional amounts during a measurement period not to extend beyond one year of the enactment date. In accordance with SAB 118, there were no material adjustments recorded and the accounting for these changes has been completed as of December 31, 2018.

16. Net loss per share

The following common stock equivalents were excluded from the calculation of diluted net loss per share for the periods indicated because including them would have had an anti-dilutive effect (in thousands):

	<u>Year ended December 31,</u>		
	<u>2018</u>	<u>2017</u>	<u>2016</u>
Outstanding stock options	4,643	3,755	3,735
Restricted stock units	931	477	263
ESPP shares	10	9	11
	<u>5,584</u>	<u>4,241</u>	<u>4,009</u>

17. Selected quarterly financial data (unaudited)

The following table contains quarterly financial information for 2018 and 2017. The Company believes that the following information reflects all normal recurring adjustments necessary for a fair presentation of the information for the periods presented. The operating results for any quarter are not necessarily indicative of results for any future period.

	2018				Total
	First quarter	Second quarter	Third quarter	Fourth quarter	
	(in thousands, except per share data)				
Total revenues	\$ 15,957	\$ 7,851	\$ 11,528	\$ 19,243	\$ 54,579
Total operating expenses	132,586	156,465	161,347	176,204	626,602
Loss from operations	(116,629)	(148,614)	(149,819)	(156,961)	(572,023)
Net loss	(115,126)	(145,996)	(145,480)	(149,023)	(555,625)
Net loss per share applicable to common stockholders - basic and diluted	\$ (2.31)	\$ (2.91)	\$ (2.73)	\$ (2.72)	\$ (10.68)

	2017				Total
	First quarter	Second quarter	Third quarter	Fourth quarter	
	(in thousands, except per share data)				
Total revenues	\$ 6,832	\$ 16,716	\$ 7,711	\$ 4,168	\$ 35,427
Total operating expenses	76,745	84,538	85,369	120,940	367,592
Loss from operations	(69,913)	(67,822)	(77,658)	(116,772)	(332,165)
Net loss	(68,712)	(70,898)	(78,805)	(117,228)	(335,643)
Net loss per share applicable to common stockholders - basic and diluted	\$ (1.68)	\$ (1.73)	\$ (1.73)	\$ (2.52)	\$ (7.71)

Exhibit Index

Incorporated by Reference

Exhibit Number	Exhibit Title	Form	File no.	Exhibit	Filing Date
2.1	Stock Purchase Agreement by and between the Registrant and Precision Genome Engineering, Inc.	8-K	001-35966	2.1	June 30, 2014
3.1	Amended and Restated Certificate of Incorporation of the Registrant	8-K	001-35966	3.1	June 24, 2013
3.2	Amended and Restated By-laws of the Registrant	8-K	001-35966	3.2	June 24, 2013
3.3	Amendment No. 1 to Amended and Restated By-laws of the Registrant	8-K	001-35966	3.1	February 11, 2016
4.1	Specimen Common Stock Certificate	S-1/A	333-188605	4.1	June 4, 2013
4.2	Amended and Restated Investors' Rights Agreement, dated as of July 23, 2012, by and among the Registrant and the Investors listed therein.	S-1	333-188605	4.5	May 14, 2013
4.3	Amendment to Amended and Restated Investors' Rights Agreement, dated as of July 8, 2014, by and among the Registrant and the Investors listed therein.	10-Q	001-35966	4.6	August 12, 2014
10.1#	Second Amended and Restated 2002 Employee, Director and Consultant Plan, as amended, and forms of award agreement thereunder	S-1	333-188605	10.1	May 14, 2013
10.2#	2010 Stock Option and Grant Plan, as amended, and forms of award agreement thereunder	S-1	333-188605	10.2	May 14, 2013
10.3#	2013 Stock Option and Incentive Plan and forms of award agreement thereunder	S-1/A	333-188605	10.3	June 4, 2013
10.4	Form of Indemnification Agreement between the Registrant and each of its Executive Officers and Directors	S-1	333-188605	10.4	May 14, 2013
10.5†	Patent License Agreement, dated December 11, 1996, by and between the Registrant (formerly known as Genetix Pharmaceuticals Inc., successor-in-interest to Innogene Pharmaceuticals Inc.) and Massachusetts Institute of Technology, as amended	S-1	333-188605	10.6	May 14, 2013
10.6†	Fourth Amendment to Patent License Agreement, dated October 28, 2016, by and between the Registrant and Massachusetts Institute of Technology.	10-K	001-35966	10.7	February 22, 2017
10.7†	Patent and Know-How License Agreement No. 07554F30, dated May 14, 2009, by and between the Registrant (formerly known as Genetix Pharmaceuticals Inc.) and INSERM-TRANSFERT, as amended	S-1	333-188605	10.7	May 14, 2013

Incorporated by Reference

Exhibit Number	Exhibit Title	Form	File no.	Exhibit	Filing Date
10.8†	License Agreement, dated September 13, 2011, by and between the Registrant and Institut Pasteur, as amended	S-1	333-188605	10.8	May 14, 2013
10.9†	Amendment No. 3 to License Agreement, dated September 10, 2013, by and between the Registrant and Institut Pasteur	10-Q	001-35966	10.2	November 14, 2013
10.10†	Amendment No. 4 to License Agreement, dated April 1, 2015, by and between the Registrant and Institut Pasteur	10-Q	001-35966	10.10	May 6, 2015
10.11†	License Agreement, dated December 7, 2011, by and between the Registrant and Research Development Foundation	S-1	333-188605	10.9	May 14, 2013
10.12†	Novation Agreement, dated April 2, 2012, by and between the Registrant and The Board of Trustees of the Leland Stanford Junior University	S-1	333-188605	10.10	May 14, 2013
10.13†	Master Collaboration Agreement by and between the Registrant and Celgene Corporation, dated March 19, 2013	S-1	333-188605	10.11	May 14, 2013
10.14†	Amended and Restated Master Collaboration Agreement by and between the Registrant and Celgene Corporation, dated June 3, 2015	10-Q	001-35966	10.14	August 7, 2015
10.15	Amendment No. 1 to Amended and Restated Master Collaboration Agreement by and between the Registrant and Celgene Corporation, dated February 17, 2016	10-Q	001-35966	10.15	May 4, 2016
10.16	Amendment No. 2 to Amended and Restated Master Collaboration Agreement by and between the Registrant and Celgene Corporation, dated September 28, 2017	10-Q	001-35966	10.17	November 1, 2017
10.17†	Amended and Restated License Agreement by and between the Registrant and Celgene Corporation, dated February 16, 2016	10-Q/A	001-35966	10.16	November 2, 2016
10.18†	Amended and Restated License Agreement by and between the Registrant and Celgene Corporation, dated September 28, 2017	10-Q	001-35966	10.19	November 1, 2017
10.19†	Amended and Restated Co-Development, Co-Promote and Profit Share Agreement by and between the Registrant and Celgene Corporation and Celgene European Investment Company LLC, dated March 26, 2018	10-Q	001-35966	10.20	May 2, 2018
10.20†	License Agreement by and between the Registrant and Biogen Idec MA Inc., dated August 13, 2014	10-Q/A	001-35966	10.17	November 2, 2016
10.21†	Letter Agreement by and between the Registrant and Biogen MA Inc., dated September 29, 2017	10-Q	001-35966	10.21	November 1, 2017
10.22†	Exclusive Patent License Agreement by and between the Registrant and the National Institutes of Health, dated August 31, 2015	10-Q/A	001-35966	10.18	November 2, 2016

Incorporated by Reference

Exhibit Number	Exhibit Title	Form	File no.	Exhibit	Filing Date
10.23†	License Agreement, dated December 23, 2015, by and between the Registrant and SIRION Biotech GmbH	—	—	—	Filed herewith
10.24†	Toll Manufacturing and Service Agreement, dated November 18, 2016, by and between the Registrant and APCETH Biopharma GmbH	—	—	—	Filed herewith
10.25†	Clinical and Commercial Supply Agreement – Viral Vector Product, dated November 27, 2017, by and between the Registrant and SAFC Carlsbad, Inc.	—	—	—	Filed herewith
10.26#	Amended and Restated Employment Agreement by and between the Registrant and Nick Leschly	S-1/A	333-188605	10.12	June 4, 2013
10.27#	Amended and Restated Employment Agreement by and between the Registrant and Jeffrey T. Walsh	S-1/A	333-188605	10.13	June 4, 2013
10.28#	Amended and Restated Employment Agreement by and between the Registrant and David M. Davidson, M.D.	S-1/A	333-188605	10.15	June 4, 2013
10.29#	Employment Agreement, dated February 3, 2014, by and between the Registrant and Jason F. Cole	10-Q	001-35966	10.18	May 13, 2014
10.30#	Amendment to Employment Agreement, dated March 7, 2016, by and between the Registrant and Jason F. Cole	10-Q	001-35966	10.25	May 4, 2016
10.31#	Amendment No. 2 to Employment Agreement, dated November 3, 2016, by and between the Registrant and Jason F. Cole	10-K	001-35966	10.27	February 22, 2017
10.32#	Employment Agreement, dated May 30, 2015, by and between the Registrant and Philip D. Gregory	10-Q	001-35966	10.21	August 7, 2015
10.33#	Amendment to Employment Agreement, dated November 3, 2016, by and between the Registrant and Philip D. Gregory	10-K	001-35966	10.31	February 22, 2017
10.34#	2013 Employee Stock Purchase Plan	S-1/A	333-188605	10.17	June 4, 2013
10.35#	First Amendment of the Bluebird Bio, Inc. 2013 Employee Stock Purchase Plan	10-K	001-35966	10.38	February 21, 2018
10.36#	Offer Letter, dated November 16, 2017, by and between the Registrant and Kory Wentworth	10-K	001-35966	10.39	February 21, 2018
10.37#	Executive Cash Incentive Bonus Plan	S-1	333-188605	10.18	May 14, 2013
10.38#	Employment Agreement, dated December 18, 2018, by and between the Registrant and William (“Chip”) Baird	8-K	001-35966	10.1	February 11, 2019
10.39†	Lease, dated September 21, 2015, by and between the Registrant and ARE-MA Region No. 40 LLC	10-Q	001-35966	10.30	November 5, 2015

Incorporated by Reference

Exhibit Number	Exhibit Title	Form	File no.	Exhibit	Filing Date
10.40	First Amendment to Lease, dated June 21, 2016, by and between the Registrant and ARE-MA Region No. 40 LLC	10-Q	001-35966	10.37	August 3, 2016
10.41	Second Amendment to Lease, dated November 14, 2016, by and between the Registrant and ARE-MA Region No. 40 LLC	10-K	001-35966	10.44	February 22, 2017
21.1	Subsidiaries of the Registrant	—	—	—	Filed herewith
23.1	Consent of Ernst & Young LLP	—	—	—	Filed herewith
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	—	—	—	Filed herewith
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	—	—	—	Filed herewith
32.1	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	—	—	—	Furnished herewith
101	The following materials from the Company's Annual Report on Form 10-K for the year ended December 31, 2018, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations and Comprehensive Loss, (iii) Consolidated Statements of Cash Flows and (iv) Notes to Consolidated Financial Statements.	—	—	—	Filed herewith

† Portions of this exhibit (indicated by asterisks) have been omitted pursuant to a request for confidential treatment and this exhibit has been submitted separately to the SEC.

Indicates a management contract or any compensatory plan, contract or arrangement.

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.

bluebird bio, Inc.

By: /s/ Nick Leschly
Nick Leschly
President, Chief Executive Officer and Director

SIGNATURES AND POWER OF ATTORNEY

We, the undersigned directors and officers of bluebird bio, Inc. (the "Company"), hereby severally constitute and appoint Nick Leschly and Jeffrey Walsh, and each of them singly, our true and lawful attorneys, with full power to them, and to each of them singly, to sign for us and in our names in the capacities indicated below, any and all amendments to this Annual Report on Form 10-K, and to file or cause to be filed the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as each of us might or could do in person, and hereby ratifying and confirming all that said attorneys, and each of them, or their substitute or substitutes, shall do or cause to be done by virtue of this Power of Attorney.

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

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Nick Leschly</u> Nick Leschly	President, Chief Executive Officer and Director <i>(Principal Executive Officer and Duly Authorized Officer)</i>	February 21, 2019
<u>/s/ Jeffrey Walsh</u> Jeffrey Walsh	Chief Strategy Officer <i>(Principal Financial Officer and Duly Authorized Officer)</i>	February 21, 2019
<u>/s/ Kory Wentworth</u> Kory Wentworth	Vice President, Finance and Treasurer <i>(Principal Accounting Officer)</i>	February 21, 2019
<u>/s/ Daniel S. Lynch</u> Daniel S. Lynch	Director	February 21, 2019
<u>/s/ John O. Agwunobi, M.D.</u> John O. Agwunobi, M.D.	Director	February 21, 2019
<u>/s/ Wendy L. Dixon, Ph.D.</u> Wendy L. Dixon, Ph.D.	Director	February 21, 2019
<u>/s/ Mary Lynne Hedley, Ph.D.</u> Mary Lynne Hedley, Ph.D.	Director	February 21, 2019
<u>/s/ James Mandell, M.D.</u> James Mandell, M.D.	Director	February 21, 2019
<u>/s/ Douglas A. Melton, Ph.D.</u> Douglas A. Melton, Ph.D.	Director	February 21, 2019
<u>/s/ David P. Schenkein, M.D.</u> David P. Schenkein, M.D.	Director	February 21, 2019
<u>/s/ Mark Vachon</u> Mark Vachon	Director	February 21, 2019

*** INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2 PROMULGATED UNDER THE SECURITIES ACT OF 1934, AS AMENDED

Exhibit 10.23
EXECUTION VERSION

License Agreement

by and between

bluebird bio, Inc.

and

SIRION Biotech GmbH

December 23, 2015

License Agreement

This License Agreement (this “Agreement”), effective as of December 23, 2015 (the “Effective Date”), is entered into by and between SIRION Biotech GmbH, a corporation organized under the laws of Germany (“SIRION”), and bluebird bio, Inc., a Delaware corporation (“Bluebird”). SIRION and Bluebird are referred to individually as a “Party” and collectively as the “Parties.”

Background

- A. SIRION Controls certain intellectual property related to [***];
- B. Bluebird is a biotechnology company focused on the development and commercialization of gene therapies for severe genetic and rare diseases and oncology;
- C. SIRION desires to grant to Bluebird, and Bluebird desires to obtain from SIRION, exclusive and non-exclusive licenses to intellectual property Controlled by SIRION for the research, development, manufacturing and commercialization of products using [***], all under the terms and conditions set forth in this Agreement.

In consideration of the foregoing premises and the covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Unless specifically set forth to the contrary herein, the following terms, whether used in the singular or plural, have the respective meanings set forth below.

1.1 “Active Ingredient” means a therapeutically active material that provides pharmacological activity in a pharmaceutical product (excluding formulation components such as coatings, stabilizers, excipients or solvents, adjuvants or controlled release technologies).

1.2 “Affiliate” means, with respect to a Party, any Entity that controls, is controlled by, or is under common control with that Party. For the purpose of this definition, “control” means direct or indirect ownership of more than 50% of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or more than 50% of the equity interest in the case of any other type of legal entity, status as a general partner in any partnership, or any other similar arrangement whereby such Entity controls or has the right to control the board of directors or equivalent governing body of such Entity, or the ability to cause the direction of the management or policies of such Entity.

1.3 “Agreement” is defined in the preamble of this Agreement.

1.4 “Arbitration” is defined in Section 10.5.1.

1.5 “BLA” means a Biologics License Application for Regulatory Approval of a Product that is filed with the FDA.

1.6 “Bluebird” is defined in the preamble of this Agreement.

1.7 “Bluebird Indemnatee” is defined in Section 9.1.

- 1.8** “Bluebird Losses” is defined in Section 9.1.
- 1.9** “Business Day” means any day other than a Saturday, a Sunday or any day on which banks in the State of New York are permitted or required to close by Law.
- 1.10** “Clinical Trial” means any of a Phase 1 Trial, Phase 2 Trial, Pivotal Trial or Phase 3 Trial.
- 1.11** “Combination Product” means: (i) a product that contains at least one Product and at least one additional Active Ingredient that is not a Product; or (ii) a product consisting of one or more separate drugs, devices, tests, kits or biological products and sold together with a Product for a single sales price.
- 1.12** “Confidential Information” is defined in Section 5.1.
- 1.13** “Controlled” means with respect to any Patent, the right (whether by ownership or license, other than license, sublicense or other right granted pursuant to this Agreement) of a Party to grant to the other Party access to, ownership of, or a license or sublicense under, such Patent, in each case as provided under this Agreement, without violating the terms of any agreement or other arrangement with any Third Party.
- 1.14** “Disclosing Party” is defined in Section 5.1.
- 1.15** “Dollar” “dollar” or “\$” means the legal tender of the United States.
- 1.16** “Effective Date” is defined in the preamble of this Agreement.
- 1.17** “EMA” means the European Medicines Agency, or any successor thereof performing substantially the same functions.
- 1.18** “Entity” means a partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, incorporated association, joint venture or similar entity or organization.
- 1.19** “European Union” means, collectively all countries in Europe that are covered by the centralized marketing authorization procedure, comprised of all Member States of the European Union, Switzerland, Iceland, Norway and Liechtenstein.
- 1.20** “Excluded Claim” is defined in Section 10.5.7.
- 1.21** “Exclusive Field” means [***].
- 1.22** “FDA” means the United States Food and Drug Administration, or any successor entity thereof performing substantially the same functions.
- 1.23** “First Commercial Sale” means, with respect to a particular Product in a particular country, the first sale of such Product in such country after all Regulatory Approvals have been obtained.

1.24 “Governmental Authority” means any federal, state, national, regional, provincial or local government, or political subdivision thereof, or any multinational organization or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof, or any governmental arbitrator or arbitral body).

1.25 “IND” means any investigational new drug application filed with the FDA pursuant to Part 312 of Title 21 of the U.S. Code of Federal Regulations, including any amendments thereto. References herein to IND shall include, to the extent applicable, any comparable filing(s) outside of the U.S. (such as a Clinical Trial Authorisation, or CTA, in the European Union).

1.26 “Indication” means [***].

1.27 “Initiation” means, with respect to a Clinical Trial, [***].

1.28 “Law” means any federal, state, local, foreign or multinational law, statute, ordinance, code, rule, regulation, resolution, or order of any government authority in the Territory, or any similar provision having the force or effect of law.

1.29 “Licensed Patents” means all Patents Controlled by SIRION or any of its Affiliate(s) as of the Effective Date or during the Term that claim the composition of matter, manufacture, or use of any Product or that would otherwise be infringed, absent the license granted herein, by the research, development, manufacture, use or sale of any Product in the Exclusive Field or Non-Exclusive Field, as set forth on Exhibit A.

1.30 “MAA” means a Marketing Authorisation Application for Regulatory Approval of a Product that is filed with the EMA.

1.31 “Marketing Application” means a BLA, supplemental BLA, NDA, MAA or similar application for Regulatory Approval that is filed with the applicable Regulatory Authority(ies) in a particular country or jurisdiction.

1.32 “NDA” means a New Drug Application for Regulatory Approval of a Product that is filed with the FDA.

1.33 “Net Sales” means [***].

1.34 “Non-Exclusive Field” means [***].

1.35 “Party” or “Parties” is defined in the preamble of this Agreement.

1.36 “Patent” means: (a) any national, regional or international patent or patent application, including any provisional patent application; (b) any patent application filed either from such a patent, patent application or provisional application or from an application claiming priority from any of these, including any divisional, continuation, continuation-in-part, provisional, converted provisional, and continued prosecution application; (c) any patent that has issued or in the future issues from any of the foregoing patent applications ((a) and (b)),

including any utility model, petty patent, design patent and certificate of invention; (d) any extension or restoration by existing or future extension or restoration mechanisms, including any revalidation, reissue, re-examination and extension (including any supplementary protection certificate and the like) of any of the foregoing patents or patent applications ((a), (b) and (c)); and (e) any similar rights, including so-called pipeline protection, or any importation, revalidation, confirmation or introduction patent or registration patent or patent of additions to any such foregoing patent application or patent.

1.37 “Person” means any individual, unincorporated organization or association, governmental authority or agency, Entity or other entity not specifically listed herein.

1.38 “Phase 1 Trial” means a human clinical trial of a Product in any country that satisfies the requirements of 21 C.F.R. § 312.21(a), or its foreign equivalent.

1.39 “Phase 2 Trial” means a human clinical trial of a Product in any country that satisfies the requirements of 21 C.F.R. § 312.21(b) or its foreign equivalent.

1.40 “Phase 3 Trial” means a human clinical trial of a Product in any country that satisfies the requirements of 21 C.F.R. § 312.21(c) or its foreign equivalent.

1.41 “Pivotal Trial” means a human clinical trial of a Product which is intended to be a pivotal trial for obtaining Regulatory Approval, or otherwise satisfies the requirements of 21 C.F.R. § 312.21(c) or its foreign equivalent.

1.42 “Product” means a product Controlled by Bluebird or its Affiliates which is:

(a) [***];

(b) [***].

1.43 “Product Infringement” is defined in Section 6.2.1.

1.44 “Prosecution” means, with respect to a Patent, preparing, filing, prosecuting and maintaining such Patent, including any interference and opposition proceedings, reissue, post-grant reviews, *inter partes* review, re-examination and applications for patent term extensions, and all appeals or petitions to any agency, board or court related to any of the foregoing. When used as a verb, “Prosecute” means to engage in Prosecution.

1.45 “Quarter” means the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31.

1.46 “Receiving Party” is defined in Section 5.1.

1.47 “Regulatory Approval” means, with respect to a Product in any country or jurisdiction, the approvals by the applicable Regulatory Authority in such country or jurisdiction necessary for the manufacture, marketing, importation, sale and commercialization of such Product in such country or jurisdiction, including any pricing and reimbursement approvals.

- 1.48** “Regulatory Authority” means any applicable governmental regulatory authority involved in granting approvals for the marketing and sale of a Product, including the FDA and the EMA.
- 1.49** “Royalty Term” is defined in Section 4.3.2.
- 1.50** “Rules” is defined in Section 10.5.1.
- 1.51** “SIRION” is defined in the preamble of this Agreement.
- 1.52** “SIRION Indemnatee” is defined in Section 9.2.
- 1.53** “SIRION Losses” is defined in Section 9.2.
- 1.54** “SIRION Prosecuted Patents” has the meaning forth in Section 6.1.1.
- 1.55** “Term” is defined in Section 8.1.
- 1.56** “Territory” means worldwide.
- 1.57** “Third Party” means any Person other than Bluebird, SIRION and their respective Affiliates.
- 1.58** “U.S.” or “United States” means the United States of America and all of its territories and possessions.
- 1.59** “Valid Claim” means, with respect to any country: (a) a claim in an issued SIRION Patent that has not: (i) expired or been canceled; (ii) been revoked, declared invalid or unenforceable by an unreversed and unappealable or unappealed decision of a court or other appropriate body of competent jurisdiction in such country; (iii) been admitted by SIRION to be invalid or unenforceable through reissue, disclaimer or otherwise; or (iv) been abandoned in accordance with or as permitted by the terms of this Agreement or by written agreement of the Parties; or (b) a claim under any application for a SIRION Patent that has been pending in a country for [***] or less from the first to occur of (i) the date that such application enters into a national phase in such country, or (ii) the date of the first direct filing of such application in such country and, in any case, which has not been canceled, withdrawn from consideration, finally determined to be unallowable by the applicable governmental authority or court for whatever reason (and from which no appeal is or can be taken), or abandoned.
- 1.60** “Year” means a successive period of twelve (12) calendar months commencing on January 1 and ending on December 31.

2. License Grant; Negative Covenants.

2.1 License Grant; Assignment.

2.1.1. License Grant.

(a) Subject to the terms and conditions of this Agreement, SIRION hereby grants to Bluebird and its Affiliates an exclusive (subject to the following sentence, even as to SIRION and its Affiliates), transferable license, with the right to grant sublicenses (through multiple tiers) pursuant to Section 2.1.2, under the Licensed Patents solely to make, have made, research, develop, use, sell, offer for sale, export, import, and otherwise commercialize Products in the Exclusive Field in the Territory, and have such activities done on its behalf. SIRION and its Affiliates shall retain [***].

(b) Subject to the terms and conditions of this Agreement, SIRION hereby grants to Bluebird and its Affiliates a non-exclusive, transferable license, with the right to grant sublicenses (through multiple tiers) pursuant to Section 2.1.2, under the Licensed Patents solely to make, have made, research, develop, use, sell, offer for sale, export, import, and otherwise commercialize Products in the Non-Exclusive Field in the Territory, and have such activities done on its behalf.

(c) Notwithstanding the foregoing license grants in Section 2.1.1 (a) and (b), if Bluebird is not practicing the Licensed Patents in accordance with the terms of the license grant provided in Section 2.1.1 by the [***], then SIRION may provide Bluebird with [***] prior written notice of its intention to convert the license for the Exclusive Field to a non-exclusive license in accordance with Section 2.1.1(b), and subject to the dispute resolution provisions of Section 10.5, the license shall so convert at the end of the [***] notice period.

2.1.2. Right to Sublicense. Bluebird and its Affiliates may grant sublicenses (including the right to grant further sublicenses) under the rights granted in Section 2.1.1 to any Third Party, provided that:

(a) All of the terms and conditions of such sublicense grant are in writing and consistent with the terms and conditions of this Agreement; and

(b) Bluebird shall remain responsible for its obligations, including payment obligations pursuant to Section 4, under this Agreement that have been delegated, subcontracted or sublicensed to any Third Party sublicensees or subcontractors. Bluebird shall provide SIRION with a copy of each sublicense agreement within [***] after its effective date, which may be redacted as necessary to protect sensitive terms and confidential information.

2.1.3. Retained Rights. SIRION retains all rights not expressly granted herein to Bluebird.

2.2 No Implied Licenses. Except as specifically set forth in this Agreement, neither Party shall acquire any license, intellectual property interest or other rights, by implication, estoppel, or otherwise, under any Patents or other intellectual property rights owned or controlled by the other Party or its Affiliates.

3. Research, Development, Manufacturing and Commercialization Activities.

3.1 General. Bluebird shall be solely responsible for, control, and bear all costs and expenses of any and all activities related to the research, development, manufacture and commercialization of Product(s) in the Territory under this Agreement, including all funding for such activities.

3.2 Progress Reports. Beginning after the Year ended [***], within [***] after the end of each Year, Bluebird shall provide SIRION with a written report summarizing its research, development and commercialization activities during such Year with respect to Product(s).

3.3 Subcontracting. Bluebird may subcontract with a Third Party to perform any or all of its obligations hereunder (including by appointing one or more distributors). Bluebird shall ensure that each subcontractor accepts and complies with all of the applicable terms and conditions of this Agreement as if such permitted subcontractor were a Party to this Agreement.

4. Payments.

4.1 Upfront Payment. Bluebird shall pay SIRION a non-refundable, non-creditable payment in the amount of [***] within [***] after the Effective Date.

4.2 Milestone Payments. For each Product, Bluebird shall pay to SIRION, in accordance with Section 4.2.2, the following one-time, non-refundable, non-creditable milestone payments following the achievement of the corresponding milestone by or on behalf of Bluebird, its Affiliates or any sublicensees as set forth in this Section 4.2.

4.2.1. Event Milestones. Bluebird shall, in connection with the first achievement with each Product of each milestone event listed below with respect to such Product, pay SIRION the milestone payments listed below in accordance with the procedure set forth in Section 4.2.2. Each such payment shall be non-refundable and non-creditable.

Milestone Event (for such Product)	Milestone Payment (for such Product in the Exclusive Field)	Milestone Payment (for such Product in the Non-Exclusive Field)
<i>Development Milestones</i>		
[***]	[***]	[***]
[***]	[***]	[***]
<i>Regulatory Milestones</i>		
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

4.2.2. Notice of Event Milestone Achievement; Milestone Payments. Bluebird shall notify SIRION in writing within [***] following the achievement of each milestone event set forth in Section 4.2.1. Bluebird shall within [***] following the achievement of each such milestone event pay SIRION the corresponding milestone payment. With respect to a Product, the milestone payments set forth in Section 4.2.1 shall be payable only upon the initial achievement of the particular milestone event for such Product, and no amounts shall be due for subsequent or repeated achievement of the same development milestone with respect to such Product. [***]. In the event that a Product achieves a Development Milestone for both the Exclusive Field and the Non-Exclusive Field, the higher rate shall apply. If applicable, the difference between the two payment amounts shall be owed at the time the milestone is achieved for the Exclusive Field. [***].

4.2.3. [***].

[***].

4.3 Royalties.

4.3.1. Royalties for Products. Bluebird shall pay SIRION royalties at the rates set forth in the table below on a Quarterly basis with respect to Net Sales of Products during such Quarter, calculated on a Product-by-Product and country-by-country basis, as set forth in this Section 4.3.

Net Sales of Product during each Year	Royalty Rate (% of Net Sales)
Portion of aggregate Net Sales [***]	[***]
Portion of aggregate Net Sales [***]	[***]
Portion of aggregate Net Sales [***]	[***]

4.3.2. Royalty Term. Bluebird’s royalty payment obligation shall commence, on a Product-by-Product and country-by-country basis, on the First Commercial Sale of such Product in such country, and shall expire on the date on which there is no longer a Valid Claim within the Licensed Patents that would be infringed, absent a license, by the manufacture, use or sale of such Product in such country (the “Royalty Term”).

4.3.3. Third Party Obligations.

(a) SIRION shall remain responsible for the payment of royalty, milestone and other payment obligations under all agreements entered into by SIRION or its Affiliates.

(b) To the extent that Bluebird or any of its Affiliates or sublicensees acquires or licenses rights under a Third Party’s patent, know-how or other intellectual property rights in order to practice the Licensed Patents or to develop, manufacture, have manufactured, use, sell, offer to sell, have sold or import Products under this Agreement, [***].

4.4 Reports; Payment of Royalty. During the Term, and following the First Commercial Sale of any Product, Bluebird shall within [***] after the end of each Quarter furnish to SIRION a written report for such Quarter showing, [***]. Bluebird shall pay all royalties due under this Agreement with respect to a Quarter within [***] after the end of each Quarter.

4.5 Audits.

4.5.1. Upon [***] prior written request of SIRION and [***], Bluebird shall permit an independent certified public accounting firm of nationally recognized standing selected by SIRION and reasonably acceptable to Bluebird, at SIRION's expense, to have access during normal business hours to such of the records of Bluebird as may be reasonably necessary to verify the accuracy of royalty reports hereunder for any Year ending not more than [***] prior to the date of such request; provided that if SIRION has timely commenced an audit with respect to any earlier time period and such audit shall be pending or its results disputed, SIRION shall have continued access to the records of such earlier time period. The accounting firm shall disclose to SIRION whether the royalty reports are correct or incorrect, the amount of any royalty discrepancy, as well as the calculation of the foregoing.

4.5.2. If such accounting firm correctly identifies an underpayment made by Bluebird during such period, Bluebird shall pay SIRION 100% of the amount of such underpayment within [***] of the date SIRION delivers to Bluebird such accounting firm's written report so concluding, or as otherwise agreed upon in writing by the Parties. SIRION shall pay the fees charged by such accounting firm; provided, however, if such audit uncovers an underpayment by Bluebird that exceeds [***] of the total payment due for the period under audit, then Bluebird shall pay the fees of such accounting firm whether previously paid by SIRION or then due. In the event that the accounting firm uncovers an overpayment by Bluebird, [***].

4.5.3. SIRION shall treat all financial information subject to review under this Section 4.5 in accordance with the confidentiality and non-use provisions of this Agreement, and shall cause its accounting firm to enter into an acceptable confidentiality agreement with Bluebird or its Affiliates obligating it to retain all such information in confidence pursuant to such confidentiality agreement.

4.6 Payment Method and Exchange Rate. Bluebird shall pay all amounts due hereunder in United States Dollars by wire transfer of immediately available funds to the bank account SIRION designates in writing from time to time. [***].

4.7 Withholding Tax. [***].

5. Confidentiality; Publicity and Required Disclosures.

5.1 Confidential Information. "Confidential Information" means any data, information or material disclosed by one Party (the "Disclosing Party"), whether in writing, visually, orally or in electronic medium to the other Party (the "Receiving Party") under this Agreement. Except as expressly set forth herein, the terms of this Agreement shall be kept

confidential by each Party as described in this Section 5 with respect thereto.

5.2 Nondisclosure and Non-Use Obligations. Subject to Sections 5.3 and 5.4, unless the Disclosing Party provides prior written consent, the Receiving Party shall maintain in confidence all Confidential Information of the Disclosing Party, shall not disclose such Confidential Information to any Affiliate of the Receiving Party or Third Party and shall not use such Confidential Information for any purpose except to exercise such Party's rights or fulfill its obligations under this Agreement.

5.3 Exceptions. Each Party's confidentiality and non-use obligations under this Agreement shall not apply to any portion of the Confidential Information of the Disclosing Party that the Receiving Party can demonstrate with competent written proof:

5.3.1. Is known by the Receiving Party at the time of its receipt, without obligation of confidentiality or non-use, and not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's written records;

5.3.2. Is in the public domain before its receipt from the Disclosing Party, or thereafter enters the public domain through no fault of the Receiving Party or with the consent of the Disclosing Party;

5.3.3. Is subsequently disclosed to the Receiving Party, without obligation of confidentiality or non-use, by a Third Party who may lawfully do so and who is not under an obligation of confidentiality to the Disclosing Party; or

5.3.4. Is developed by the Receiving Party independently of Confidential Information received from the Disclosing Party and without the aid, application or use of the Disclosing Party's Confidential Information, and such independent development can be properly documented by the Receiving Party.

Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party.

5.4 Permitted Disclosure. Nothing in this Section 5 shall restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party to the extent that such disclosure:

5.4.1. Is made to the Receiving Party's or its Affiliates' employees, officers or directors, and, when Bluebird is the Receiving Party, to its potential and actual sublicensees' employees, officers, directors, and its agents, consultants and contractors ("Representatives"), for purposes the Receiving Party reasonably deems necessary for the exploitation of its rights or fulfillment of its obligations under this Agreement, provided that all such recipients agree to be bound by, or are otherwise bound by, confidentiality and non-use obligations that are no less stringent than those confidentiality and non-use provisions contained in this Agreement ([***]), and the Receiving Party shall be responsible for and

liable under this Agreement with respect to any breach of its confidentiality and non-use obligation caused by its Representatives;

5.4.2. Is deemed necessary by the Receiving Party to be disclosed to attorneys, independent accountants, potential or actual acquirers, merger candidates or investors or venture capital firms, investment bankers or other financial institutions or investors, provided that, except with respect to the disclosure of pro forma financial projections, all such recipients are, or agree to be, bound by confidentiality and non-use obligations and the Receiving Party shall be responsible for and liable under this Agreement with respect to any breach of its confidentiality and non-use obligation caused by them; or

5.4.3. Is required to comply with applicable Law, valid order of a court of competent jurisdiction, or other judicial or administrative process of governmental authority or agency, provided that the Receiving Party shall (i) promptly inform the Disclosing Party of the disclosure that is being sought in order to provide the Disclosing Party, where possible, an opportunity to challenge, limit or receive confidential treatment for the required disclosure, (ii) upon request, reasonably cooperate with any efforts by the Disclosing Party to challenge, limit or receive confidential treatment for, the required disclosure, (iii) only disclose the minimum Confidential Information necessary to comply, as determined by the Receiving Party's legal counsel, and (iv) in the event of a limited disclosure of any Confidential Information as required by applicable Law, continue to treat such information as Confidential Information of the Disclosing Party for all other purposes and subject to this Section 5.

5.5 Publicity. Subject to Section 5.6, any proposed publication, news release or other public announcement by a Party relating to this Agreement, the terms and conditions set forth in this Agreement, or to the performance hereunder that would disclose information other than that already expressly in the public domain prior to such publication, news release or other public announcement, shall only be made with the prior written consent of the other Party. Neither SIRION nor its Affiliates shall use the names of Bluebird or any its Affiliates or any of their respective compounds or products in any proposed publication, news release or other public announcement or other public document without the prior written consent of Bluebird.

5.6 Disclosures Required by Securities Laws or Exchanges. Notwithstanding anything to the contrary in this Agreement, to the extent required by applicable (i) securities laws or rules, including those promulgated by the U.S. Securities and Exchange Commission (the "SEC"), or (ii) any rules or requirements of stock exchanges on which equity securities of such Party may be listed, a Party may disclose this Agreement and its terms, and material developments or material information generated under this Agreement, in securities filings with the SEC (or equivalent foreign agency) (a "Required Disclosure") after complying with the procedures set forth in this Section 5.6. If pursuant to a Required Disclosure a Party is required to disclose this Agreement, such Party shall, prior to any such Required Disclosure, prepare and send to the other Party for review a draft confidential treatment request and proposed redacted version of this Agreement to be filed with the SEC (or equivalent foreign agency) to request confidential treatment of this Agreement. The reviewing Party shall promptly (and in any event, no more than [***] after receipt of such confidential treatment request and proposed redactions) provide its reasonable comments, which the disclosing Party shall take into reasonable

consideration. The Party seeking such disclosure of this Agreement shall exercise commercially reasonable efforts to obtain confidential treatment of this Agreement from the SEC (or equivalent foreign agency) as represented by the redacted version reviewed by the other Party. If pursuant to a Required Disclosure a Party is required to disclose material developments or material information generated under this Agreement, which information has not previously been publicly disclosed, such disclosing Party shall, prior to any such disclosure, send to the other Party the proposed disclosure for review. The reviewing Party shall promptly (and in any event, no more than [***] after receipt of such proposed disclosure) provide its reasonable comments on the proposed disclosure, which the disclosing Party shall take into reasonable consideration.

6. Intellectual Property.

6.1 Filing, Prosecution and Maintenance of Patents.

6.1.1. As between the Parties, SIRION shall have the first right, but not the obligation, to Prosecute any Patent within the Licensed Patents in the Territory ("SIRION Prosecuted Patents").

6.1.2. SIRION shall provide Bluebird with drafts of all SIRION Prosecuted Patents in reasonable adequate time before filing or submission of such materials, for Bluebird's review and comment. SIRION will take into consideration Bluebird's reasonable comments prior to submitting such filings to the extent such comments are timely provided and it is practicable to do so. If there is a disagreement between the Parties with respect to the Prosecution of SIRION Prosecuted Patents, then SIRION shall have the right to make the final decision.

6.1.3. SIRION shall notify Bluebird of any decision not to Prosecute, including a decision not to continue to pay the expenses of prosecution or maintenance of, any Licensed Patents, including divisional and continuation Patents. SIRION shall provide such notice at least [***] prior to any filing or payment due date, or any other due date that requires action, in connection with such SIRION Patent. In such event, (i) Bluebird shall, upon written notice to SIRION, have the sole right, but not the obligation, to file for, or continue prosecution or maintenance of such Patent, at Bluebird's expense, and (ii) at Bluebird's expense, SIRION shall cooperate with Bluebird in its Prosecution of any such Patent, including by providing Bluebird with data and other information as appropriate and executing all necessary affidavits, assignments and other paperwork.

6.2 Enforcement and Defense.

6.2.1. Infringement. Each Party shall give the other Party written notice of any actual or threatened infringement of any Licensed Patent by an unlicensed Third Party through the making, having made, using, selling, offering for sale or importing of any product that is within the scope of the license or rights granted to Bluebird under Sections 2.1.1 (a "Product Infringement"), within [***] after such Party has knowledge of such Product Infringement. Bluebird and SIRION shall thereafter consult and cooperate to determine a course of action, including the commencement of legal action by either or both Bluebird and SIRION, to terminate any such Product Infringement.

6.2.2.

Enforcement.

(a) [***], upon notice to [***], shall have the first right to initiate and prosecute such legal action (“Product Infringement Action”) at its expense and in the name of [***], or to control the defense of any declaratory judgment action relating to such Product Infringement.

(b) If [***] elects not to, or does not, initiate and prosecute a Product Infringement Action within [***] after [***] has knowledge of Product Infringement, then [***] shall have the right, but not the obligation, to do so in accordance with Section 6.2.2 of this Agreement. If [***] elects to initiate and prosecute a Product Infringement Action, then [***] shall: (i) notify [***] in writing at least [***] prior to initiating such action; and (ii) bear the costs of any such Product Infringement Action to terminate such Product Infringement, including the costs of any legal action commenced or the defense of any declaratory judgment. [***].

6.2.3.

Cooperation.

In connection with any action under this Section 6.2, Bluebird and SIRION shall, at the prosecuting party’s cost, reasonably cooperate and will provide each other with any information or assistance that either may reasonably request, including, without limitation, joining such action as a party plaintiff necessary or desirable for initiation or continuation of such action. Each Party shall keep the other informed of developments in any such action or proceeding, including, to the extent permissible by applicable Law, consultation on and approval of any settlement, the status of any settlement negotiations and the terms of any offer related thereto. Each Party shall have the right to be represented by counsel of its own choice at its own expense for any action set forth in this Section 6.2.

6.2.4.

Any recovery obtained by either or both Bluebird and SIRION in connection with or as a result of any action contemplated by this Section 6.2, whether by settlement or otherwise, shall be shared in order as follows:

- (a) [***]
- (b) [***]
- (c) [***].

7. Representations, Warranties and Covenants.

7.1 Representations and Warranties of Each Party. Each Party represents and warrants to the other Party that as of the Effective Date:

7.1.1. It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

7.1.2. This Agreement has been duly executed by it and is legally binding upon it, enforceable against such Party in accordance with its terms, except as such enforceability may be subject to applicable bankruptcy, reorganization, insolvency,

moratorium and similar Laws affecting the enforcement of creditors' rights generally and by general principles of equity.

7.1.3. The execution and delivery by such Party of this Agreement does not conflict with the terms of any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any applicable Law.

7.1.4. All of its employees, officers, consultants, agents or contractors that perform such Party's obligations under this Agreement have executed agreements or have existing obligations under Laws requiring assignment to such Party of any invention, discovery, technical idea, process, formulation, method, composition of matter, article of manufacture, discovery or finding (whether patentable or not) and obligating such individuals to maintain as confidential such Party's Confidential Information.

7.2 SIRION Representations and Warranties. SIRION represents and warrants to Bluebird that as of the Effective Date:

7.2.1. It and its Affiliates have the full right, power and authority to grant the licenses granted under this Agreement.

7.2.2. It and its Affiliates have the sole and exclusive right to grant the licenses and rights in regard to Licensed Patents hereunder.

7.2.3. To SIRION's and its Affiliates' knowledge, the Licensed Patents existing as of the Effective Date are not invalid or unenforceable, in whole or in part.

7.2.4. Exhibit A sets forth a complete and accurate list of all Licensed Patents that are (a) owned, either solely or jointly, by SIRION and its Affiliates or (b) exclusively licensed by SIRION and its Affiliates.

7.2.5. SIRION and its Affiliates have complied with all applicable Laws, including any duties of candor to applicable patent offices, in connection with the filing, prosecution and maintenance of the Licensed Patents.

7.2.6. SIRION and its Affiliates have obtained from all inventors of Licensed Patents owned by SIRION or its Affiliates valid and enforceable agreements assigning to SIRION or its Affiliates each such inventor's entire right, title and interest in and to all such Licensed Patents.

7.2.7. There is no (a) claim, demand, suit, proceeding, arbitration, inquiry, investigation or other legal action of any nature, civil, criminal, regulatory or otherwise, pending or, to SIRION's and its Affiliates' knowledge, threatened against SIRION or any of its Affiliates or (b) judgment or settlement against or owed by SIRION or any of its Affiliates, in each case in connection with the Licensed Patents.

7.2.8. To SIRION's and its Affiliates' knowledge, no Person is infringing or threatening to infringe the Licensed Patents.

7.2.9. It and its Affiliates have not previously assigned, transferred, conveyed, exclusively licensed, or otherwise encumbered its and its Affiliates right, title and interest in the Licensed Patents in any manner that would prevent it from granting the licenses and rights set forth in Section 2.1.

7.3 SIRION Covenants. SIRION covenants to Bluebird that:

7.3.1. SIRION and its Affiliates shall use reasonable best efforts to maintain Control of all Licensed Patents licensed to Bluebird hereunder.

7.3.2. [***].

7.3.3. [***].

7.3.4. [***].

7.3.5. [***].

7.4 Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY PATENTS, PRODUCTS, LICENSES, TECHNOLOGY, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING.

8. Term and Termination.

8.1 Term and Expiration. The term of this Agreement (the “Term”) shall commence on the Effective Date and, unless terminated earlier pursuant to this Section 8, shall expire on a Product-by-Product and country-by-country basis upon the expiration of the Royalty Term with respect to such Product, after which the licenses granted by SIRION to Bluebird in Section 2.1 with respect to such Product in such country shall become fully paid-up, royalty-free, perpetual and irrevocable.

8.2 Termination at Will. Bluebird shall have the right, in its sole discretion, to terminate this Agreement in its entirety without cause at any time during the Term, by giving SIRION written notice of such termination at least [***] before the date such termination becomes effective.

8.3 Termination for Cause. In addition to any other remedies conferred by this Agreement or by law, either Party may terminate this Agreement in its entirety at any time during the Term: (a) upon written notice by either Party if the other Party is in material breach of its obligations hereunder and has not cured such breach within [***] after such notice for any breach; provided, however, in the event of a good faith dispute with respect to the existence of a material breach, the [***] cure period shall be tolled until such time as the dispute is resolved

pursuant to Section 10.5. If such alleged breach is contested in good faith by the breaching Party in writing within the applicable cure period, then the dispute resolution procedure pursuant to Section 10.5 may be initiated by either Party to determine whether a material breach has actually occurred. If such breach is confirmed in accordance with the procedure set forth in Section 10.5 and not cured within the longer of (i) the remainder of the tolled cure period and (ii) [***] after the receipt of a decision by the arbitrators confirming such breach, the non-breaching Party shall have the right, on written notice to the breaching Party, to terminate this Agreement in its entirety effective immediately.

8.4 Termination for Bankruptcy. Either Party may terminate this Agreement, if, at any time, the other Party shall file in any court or agency pursuant to any applicable Law, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of the Party or of substantially all of its assets, or if the other Party shall be served with an involuntary petition against it, filed in any insolvency proceeding, and such petition shall not be dismissed within [***] after the filing thereof, or if the other Party shall commence a dissolution or liquidation of its assets, or if the other Party shall make an assignment of substantially all of its assets for the benefit of creditors. All rights and licenses granted under or pursuant to any section of this Agreement are and shall otherwise be deemed to be for purposes of 11 U.S.C. §365(n) licenses of rights to “intellectual property” as defined in 11 U.S.C. §101(35A). The Parties shall retain and may fully exercise all of their respective rights and elections under the Bankruptcy Code of the United States. Upon the bankruptcy of any Party, the non-bankrupt Party shall further be entitled to a complete duplicate of, or complete access to, any such intellectual property, and such, if not already in its possession, shall be promptly delivered to the non-bankrupt Party, unless the bankrupt Party elects to continue, and continues, to perform all of its obligations under this Agreement.

8.5 Consequence of Termination.

8.5.1. In the event Bluebird terminates this Agreement under Section 8.2 at will or either Party terminates this Agreement under Section 8.3 or Section 8.4, subject to Section 8.6, the following shall apply:

(a) All rights granted to Bluebird under this Agreement, including all licenses granted under Section 2.1, shall immediately terminate.

(b) Within [***] after the termination effective date, each Party shall pay all amounts payable to the other Party hereunder that have accrued but have not been paid as of the effective date of termination, as applicable.

(c) No later than [***] after the termination effective date, each Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party’s request, shall destroy) all of the Disclosing Party’s Confidential Information (including all copies thereof) that are in such Party’s possession; provided, however, that the Receiving Party may retain one archival copy of the Disclosing Party’s Confidential Information in its confidential files solely for purposes of identifying its continuing obligations under this Agreement with respect thereto.

8.6 Effect of Expiration or Termination Generally; Survival. Expiration or termination of this Agreement shall not relieve the Parties of any obligation accruing prior to such expiration or termination. Any expiration or termination of this Agreement shall be without prejudice to the rights of either Party against the other accrued or accruing under this Agreement prior to expiration or termination, including the obligation to pay royalties for Product(s) sold prior to such expiration or termination. Termination of this Agreement is without prejudice to any of the other rights and remedies conferred on the non-breaching Party by this Agreement or under law or equity, including the right to pursue damages or equitable remedies and the right to pursue payment of any amounts owed by the non-breaching Party to the breaching Party after termination by the non-breaching Party pursuant to this Section 8. The provisions set forth in Sections 1, 4.5 (survival to continue for [***] post termination or expiration), 5, 7.1, 7.2, 7.4, 8.1, 8.5, 8.6, 9, 10.1, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.12, 10.13, 10.14, 10.15 and 10.16 shall survive any expiration or termination of this Agreement for the time periods set forth therein and if no time period is specified, then indefinitely.

9. Indemnification.

9.1 Indemnification by SIRION. SIRION shall indemnify, defend and hold Bluebird, its Affiliates and its and their respective agents, employees, officers and directors (each a “Bluebird Indemnitee”) harmless from and against any and all Third Party claims, suits, actions, demands, judgments, liabilities, expenses or losses, including reasonable legal expenses and attorneys’ fees (collectively, “Bluebird Losses”), to which any Bluebird Indemnitee may become subject to the extent such Bluebird Losses are directly or indirectly caused by or otherwise arise out of or in connection with: [***]; except, in each case, to the extent such Bluebird Losses result from: (i) [***]; or (ii) [***].

9.2 Indemnification by Bluebird. Bluebird shall indemnify, defend, and hold SIRION, its Affiliates and its and their respective agents, employees, officers and directors (each a “SIRION Indemnitee”) harmless from and against any and all Third Party claims, suits, actions, demands, judgments, liabilities, expenses, or losses, including reasonable legal expenses and attorneys’ fees (collectively, “SIRION Losses”) to which any SIRION Indemnitee may become subject to the extent such SIRION Losses are directly or indirectly caused by or otherwise arise out of or in connection with: [***]; except, in each case, to the extent such SIRION Losses result from: (i) [***], (ii) [***].

9.3 Notice of Indemnification Obligation and Defense. As used in this Section 9.3, the term “Losses” means, as applicable, any and all SIRION Losses or Bluebird Losses, and “Indemnitees” means, as applicable, any and all SIRION Indemnitees or Bluebird Indemnitees. Any Party entitled to indemnification under Section 9.1 or 9.2 shall promptly give notice to the indemnifying Party of any actual or potential Losses of which it becomes aware that may be subject to indemnification hereunder, but the failure or delay to so notify the indemnifying Party shall not relieve the indemnifying Party from any liability under Section 9.1 or 9.2 except to the extent that the indemnifying Party’s ability to defend against such Losses was actually prejudiced as a result of such failure or delay. The indemnifying Party shall have the right to assume and control the defense of such Losses (at its own expense) with outside counsel of its

choice and reasonably satisfactory to the indemnified Party; provided, however, that the indemnified Party shall have the right to retain and be represented by its own counsel (at its own expense) in connection therewith. The indemnified Party shall, upon request, cooperate with the indemnifying Party and its legal representatives in connection with the investigation and defense of such Losses, including by providing or otherwise making available information in its possession with respect thereto. Neither Party shall settle or otherwise resolve any claim, suit, action, or demand related to any Losses without the prior written consent of the other Party, if such settlement or other resolution would (a) result in the admission of any liability or fault on behalf of the other Party or its Indemnitees, (b) result in or impose any payment obligations upon the other Party or its Indemnitees, (c) or subject the other Party to an injunction or otherwise limit the other Party's ability to take any actions or refrain from taking any actions under this Agreement.

9.4 LIMITATION OF LIABILITY. [*].**

10. General Provisions.

10.1 Assignment. Except as provided in this Section 10.1, neither Party may assign or otherwise transfer this Agreement or any right or obligation hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without consent of the other Party, assign this Agreement or any of its rights or obligations hereunder in whole or in part to: (i) an Affiliate of such Party; or (ii) its successor in interest in connection with a Strategic Transaction; provided, however, that in the case of assignment to an Affiliate, the assigning Party shall, notwithstanding such assignment, remain responsible for the performance of such Affiliate under this Agreement. Any attempted assignment not in accordance with this Section 10.1 shall be null and void and of no legal effect. The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respected successors and permitted assigns. For purposes of this Section 10.1, "Strategic Transaction" means, with respect to a Party, the occurrence of any of the following events: (a) the direct or indirect acquisition by any Third Party of more than fifty percent (50%) of the combined voting power of the then outstanding voting securities of such Party normally entitled to vote in elections of directors; (b) the sale, transfer, conveyance or other disposition of all or substantially all of such Party's assets to which this Agreement relates to a Third Party, or (c) the consummation of a merger, acquisition, consolidation or other similar transaction between or involving a Third Party and such Party (or the ultimate parent Entity which, immediately prior to the Strategic Transaction, directly or indirectly controls such Party.)

10.2 Severability. If any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect by a court or other governmental authority of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affects the substantive rights of one or both of the Parties. The Parties shall in such an instance cooperate and use good faith efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implements the purposes of this Agreement.

10.3 Notices. All notices that are required or permitted hereunder shall be in writing

and sufficient if (i) delivered personally, (ii) sent by facsimile (and promptly confirmed by personal delivery, registered or certified mail, or internationally recognized express courier (e.g., Federal Express), (iii) sent by internationally recognized express courier or (iv) sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

if to SIRION, to: SIRION Biotech GmbH
Am Klopferspitz 19
82152 Martinsried
Germany
Attention: Dr. Christian Thirion

With a copy to: Weitnauer Rechtsanwälte
Ohmstraße 22
80802 München
Germany
Attention: Wolfgang Weitnauer

if to Bluebird, to: bluebird bio, Inc.
150 Second Street
Cambridge, Massachusetts
Attention: General Counsel
Facsimile: (339) 499-9432

With a copy to: Goodwin Procter LLP
Exchange Place
Boston, MA 02109
Attention: Michael Bison
Facsimile: (617) 523-1231

or to such other address(es) as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith (which notice a Party may provide by email in accordance with this Section 10.3). Any such notice shall be deemed to have been given: (i) when delivered, if personally delivered or sent by facsimile on a Business Day (or if delivered or sent on a non-Business Day, then on the next Business Day); (ii) on the Business Day of scheduled delivery, if sent by internationally recognized express courier; or (iii) on the fifth Business Day following the date of mailing, if sent by mail.

10.4 Applicable Law. This Agreement and all claims relating to or arising out of this Agreement or the breach thereof shall be governed by and construed in accordance with the laws of the State of New York without reference to any rules of conflict of laws.

10.5 Dispute Resolution. The Parties shall negotiate in good faith and use reasonable efforts to amicably settle any dispute, controversy or claim arising from or related to this Agreement or the breach thereof, except for any Excluded Claims (each, a “Dispute”). Either Party shall have the right to refer any Dispute to the CEO of SIRION and the CEO of Bluebird (or their respective designees) who shall attempt in good faith to resolve such Dispute over a period of [***].

10.5.1. If the Parties do not fully settle any Dispute within [***] of referring such matter to the executive officers pursuant to Section 10.5, then either Party may submit the Dispute for final resolution by binding arbitration (an “Arbitration”) administered by IDCR, the international arm of the AAA, pursuant to its International Dispute Resolution Procedures then in effect (the “Rules”), and judgment on the Arbitration award may be entered in any court having jurisdiction thereof. The proceedings and decisions of the arbitrators in any Arbitration under this Section 10.5 shall be confidential except as otherwise expressly permitted in this Agreement or required by applicable Law.

10.5.2. Each Arbitration shall be conducted by a panel of three arbitrators, each with substantial experience in the pharmaceutical or biotechnology business selected pursuant to the Rules. Within [***] after initiation of an Arbitration, each Party shall select one person to act as an arbitrator and the two Party-selected arbitrators shall select a third arbitrator within [***] of their appointment. If a Party fails to timely select an arbitrator, or if the arbitrators selected by the Parties fail to timely agree upon the third arbitrator, then such arbitrator(s) shall be appointed by the ICDR. The place of arbitration shall be in London, England, and all proceedings and communications shall be in English.

10.5.3. The Parties shall maintain the confidential nature of the Arbitration or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by applicable Law or judicial decision.

10.5.4. Either Party may apply to the arbitrators for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any injunctive or provisional relief necessary to protect the rights or property of that Party pending the arbitration award. The arbitrators shall have no authority to award punitive, exemplary or any other type of damages excluded under Section 9.4, and the Parties hereby irrevocably waive any right to seek or recover any such damages. Each Party shall bear an equal share of the arbitrators’ fees and any administrative fees of each Arbitration. The arbitrators’ decision shall be final, not appealable, and legally binding, and judgment may be entered thereon in a court of competent jurisdiction.

10.5.5. Except to the extent necessary to confirm an award or as may be required by applicable Law, neither a Party nor an arbitrator may disclose the existence, content, or results of an Arbitration without the prior written consent of both Parties. In no event shall an Arbitration be initiated after the date when commencement of a legal or equitable proceeding based on the dispute, controversy or claim would be barred by applicable New York or federal statute of limitations.

10.5.6. All the obligations of the Parties under this Agreement that are not expressly disputed in the Arbitration shall remain in full force during the Arbitration.

10.5.7. As used in this Section, the term “Excluded Claim” means a dispute, controversy or claim between the Parties to the extent it concerns (a) the scope, validity, enforceability, inventorship or infringement of Patents; or (b) compliance by the Parties with

any Laws governing antitrust, anti-monopoly or competition law or regulation, whether or not statutory.

10.6 Entire Agreement; Amendments. This Agreement, together with the Exhibits hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes and cancels all previous express or implied agreements and understandings, negotiations, writings and commitments, either oral or written, in respect to the subject matter hereof. The Exhibits to this Agreement are incorporated herein by reference and are part of this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representatives of both Parties.

10.7 Headings. The captions to the several Sections and subsections hereof are not a part of this Agreement, but are merely for convenience to assist in locating and reading the several Sections and subsections hereof.

10.8 Independent Contractors. It is expressly agreed that SIRION and Bluebird shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture or agency, and neither Party will treat the relationship between the Parties as a partnership, joint venture or other entity for any purposes. Neither SIRION nor Bluebird shall have the authority to make any statements, representations or commitments of any kind on behalf of, or otherwise bind or obligate the other Party, without the prior written consent of such other Party.

10.9 Performance by Affiliates. Each Party may discharge any obligations and exercise any right hereunder through any of its Affiliates. Each Party hereby guarantees the performance by its Affiliates of such Party's obligations under this Agreement, and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. Any breach by a Party's Affiliate of any of such Party's obligations under this Agreement shall be deemed a breach by such Party, and the other Party may proceed directly against such Party without any obligation to first proceed against such Party's Affiliate.

10.10 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as are reasonably necessary to carry out the purposes and intent of this Agreement.

10.11 Waiver. No waiver or release of any obligation under or provision of this Agreement shall be valid or effective unless in writing and signed by the waiving Party. The failure of any Party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any provision hereunder or of any breach of any provision hereof shall not be deemed to be a continuing waiver or a waiver of any other breach of such provision (or any other provision) on such occasion or any succeeding occasion.

10.12 Cumulative Remedies. Unless as specified, no remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under law.

10.13 Rule of Construction. Each Party has had the opportunity to consult with

counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting Party shall not apply.

10.14 Certain Conventions. Any reference in this Agreement to a Section, subsection, paragraph, clause or Exhibit shall be deemed to be a reference to a Section, subsection, paragraph, clause or Exhibit, of or to, as the case may be, this Agreement, unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender, (b) words such as “herein”, “hereof”, and “hereunder” refer to this Agreement as a whole and not merely to the particular provision in which such words appear, (c) words using the singular shall include the plural, and vice versa, (d) references to “day” mean calendar days, (e) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “but not limited to,” “without limitation,” “inter alia” or words of similar import, and (f) the word “or” shall not be deemed to be used in the exclusive sense and shall instead be used in the inclusive sense to mean “or”, unless the context is clear that only one of the options described may apply.

10.15 Counterparts. The Parties may execute this Agreement in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.16 No Third Party Beneficiaries. The Parties agree that no provision of this Agreement shall be for the benefit of, or shall be enforceable by any Third Party, including any creditor of either Party.

[Remainder of page intentionally blank; signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the Effective Date.

SIRION Biotech GmbH

bluebird bio, Inc.

By: /s/ Christian Thirion

By: /s/ Jason F. Cole

Name: Dr. Christian Thirion

Name: Jason F. Cole

Title: Managing Director / CTO

Title: SVP, General Counsel

SIRION Biotech GmbH

By: /s/ Dieter Lingelbach

Name: Dieter Lingelbach

Title: Managing Director / COO

Exhibit A

Licensed Patents as of the Effective Date

Technology	Filing Date	Description	Update
[***]	[***]	[***]	[***]

***] INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2 PROMULGATED UNDER THE SECURITIES ACT OF 1934, AS AMENDED

Exhibit 10.24
EXECUTION VERSION

Toll Manufacturing and Service Agreement

by and between

bluebird bio, Inc.

and

APCETH Biopharma GmbH

November 18, 2016

CONFIDENTIAL TREATMENT REQUESTED BY BLUEBIRD BIO, INC.

Toll manufacturing and service AGREEMENT

Between

1. bluebird bio, Inc., a Delaware corporation with an office at 150 2nd Street, Third Floor, Cambridge, MA 02141, USA

- “**BBB**” -,

and

2. APCETH Biopharma GmbH, registered in the Commercial Register of the District Court of Munich under HR B 220566, with an office at Max-Lebsche-Platz 30, 81377 München, Germany

- “**APCETH**” -.

- BBB and APCETH shall also be referred to individually as “**Party**” and jointly as “**Parties**” –

and

3. Apceth GmbH & Co. KG, registered in the Commercial Register of the District Court of Munich under HR HRA91052, with an office at Max-Lebsche-Platz 30, 81377 München, Germany

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Introduction

- (A) APCETH is a company providing service solutions for the development and manufacture of cell-based therapies. APCETH operates a multi-client production facility located at Haidgraben 5, 85521 Ottobrunn, Germany (the “**Facility**”).
- (B) BBB is a pharmaceutical company dedicated to gene therapy product development for potential usage as a therapy in a number of disease areas.
- (C) BBB and apceth GmbH & Co. KG, having an office at Max-Lebsche-Platz 30, 81377 München, Germany, entered into a “Development and Manufacturing Service Agreement” dated [***](the “**MSA**”), pursuant to which BBB has engaged apceth GmbH & Co. KG for the performance of certain services regarding the development and manufacture of BBB’s gene therapy products, and on [***], BBB and apceth GmbH & Co. KG [***].
- (D) [***].
- (E) The Parties intend to extend the existing contractual service relationship between the Parties by entering into this “Toll Manufacturing and Service Agreement” (this “**Agreement**”), regarding the supply by APCETH to BBB of Product (as hereinafter defined).
- (F) For the aforementioned purpose, the Parties have reached agreement on certain material terms summarized in a non-binding term sheet covering the envisaged terms of a Toll Manufacturing and Supply Agreement (the “**Term Sheet**”). This Agreement shall constitute the “Toll Manufacturing and Service Agreement” referenced in, and contemplated by, the Term Sheet.
- (G) In addition, (1) the Parties wish to [***], and (2) the Parties wish to terminate the MSA, and all outstanding work orders thereto, effective upon the Effective Date (as hereinafter defined).
- (H) [***].

Against this background the Parties agree:

1. DEFINITIONS

In this Agreement, the following terms with capitalized initial letter, including any grammatical variations, shall have the meanings as set forth below. Where the context so requires the singular includes the plural and vice versa; this applies in particular with respect to the Product:

- 1.1 “**Access Fee**” shall have the meaning as set forth in Section 11.1.
- 1.2 “**Affiliate**” shall mean, with respect to either BBB or APCETH, any corporation, company, partnership, limited liability company, business trust, incorporated association, joint stock company, joint venture and/or other organization or entity (“**Entity**”) which controls, is controlled by or is under common control with BBB or APCETH, as the case may be. For purposes of this definition, “**control**” with respect to an Entity shall mean the possession, either directly or indirectly through one (1) or more intermediaries, of the power to direct or cause the direction of the management and policies of such Entity, whether through the majority ownership of voting securities entitled to elect the directors or management of such Entity, the actual power to elect or direct the management of such Entity, or by contract or otherwise.
- 1.3 “**Agreement**” shall mean this Toll Manufacturing and Supply Agreement including all Schedules incorporated by reference, and executed Work Orders entered into in accordance with the terms hereto.
- 1.4 “**APCETH Technology**” shall mean the Technology owned by or licensed to APCETH (a) existing prior to the Effective Date, or (b) developed or obtained by APCETH independently of this Agreement and without reliance of the Confidential Information of BBB.
- 1.5 “**APCETH Improvement Technology**” shall have the meaning as set forth in Section 14.3(c).

- 1.6 “**Applicable Laws**” shall mean (a) GMP, and (b) all other laws, rules and regulations that apply to the performance of either Party’s obligations under this Agreement.
- 1.7 “**Batch**” shall mean the quantity of Product [***] and as may be further defined in the Specifications and Quality Agreement applicable to such Product, and the EU Good Manufacturing Practice Guideline.
- 1.8 “**Batch Record**” means the production record pertaining to a specific Batch of Product [***] that is specified in the applicable Work Order, the applicable Quality Agreement or otherwise mutually agreed to in writing by the quality representatives of the Parties.
- 1.9 “**BBB Technology**” shall mean the Technology owned by or licensed to BBB (a) existing prior to the Effective Date, or (b) developed or obtained by BBB independently of this Agreement and without reliance of the Confidential Information of APCETH. BBB Technology includes [***].
- 1.10 “**BBB New Technology**” shall have the meaning as set forth in Section 14.3(a).
- 1.11 “**Business Day**” shall mean any calendar day except Saturday, Sunday or any day on which commercial banks in Boston, Massachusetts or Munich, Bavaria are authorized or required by law to remain closed.
- 1.12 “**Clean Room**” shall mean [***].
- 1.13 “**Clinical Supply Phase**” shall have the meaning as set forth in Section 7.1.
- 1.14 “**Confidential Information**” shall have the meaning as set forth in Section 17.1.
- 1.15 “**Data Protection Laws**” shall have the meaning as set forth in Section 17.7.
- 1.16 “**Defect**” shall mean any deviation in the Batch delivered hereunder (in accordance with Section 5.2) from the quality owed pursuant to [***].
- 1.17 “**Delivery Schedule**” shall have the meaning as set forth in Section 5.4.
- 1.18 “**Discloser**” shall have the meaning as set forth in Section 17.1.
- 1.19 [***].
- 1.20 “**Effective Date**” shall have the meaning as set forth in Section 18.1.
- 1.21 [***].
- 1.22 “**Extension Date**” shall be [***].
- 1.23 “**Facility**” shall have the meaning as set forth in Recital A.
- 1.24 “**Forecast**” shall have the meaning as set forth in Section 5.3.
- 1.25 “**GMP**” or “**Good Manufacturing Practice**” shall mean [***].
- 1.26 [***].
- 1.27 “**IMPD**” shall mean Investigational Medicinal Product Dossier.
- 1.28 “**Insolvency Event**” shall mean, with respect to a Party, that such Party (a) has an involuntary petition in bankruptcy filed against it which is not challenged within [***] or dismissed within [***]; (b) seeks, consents to or does not contest the appointment of a receiver, custodian or trustee, preliminary insolvency administrator, insolvency administrator or of a similar appointee, for itself or for all or any part of its property; (c) files a petition seeking relief under the bankruptcy, insolvency, arrangement, reorganization or other debtor relief laws of any competent jurisdiction; (d) gives notice to any governmental or judicial body of insolvency or pending insolvency; (e) becomes “insolvent”, i.e. illiquid and/or over indebted, as that term is defined under Applicable Laws; or (f) makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.
- 1.29 “**Marketing Authorization**” shall mean the marketing authorizations submitted or granted, or expected to be submitted or granted, and required for the marketing and sale of the Product in the European Union, the European Economic Area, or any country within the European Union or the European Economic Area as of the Effective Date and as may join the European Union or the European Economic Area following the Effective Date.
- 1.30 “**Minimum Utilization Requirement**” shall have the meaning as set forth in Section 13.

- 1.31 “MSA” shall have the meaning as set forth in Recital C.
- 1.32 [***].
- 1.33 “Patient Information” shall have the meaning as set forth in Section 17.7.
- 1.34 “Product” shall mean the autologous cells transduced with a defined lentiviral vector suspended in cryopreservative solution in the final immediate container [***].
- 1.35 [***].
- 1.36 [***].
- 1.37 “Production Scenario” shall have the meaning as set forth in Section 4.2.
- 1.38 “Production Year” shall mean a period of twelve (12) consecutive months, commencing on the Supply Initiation Date, and each subsequent twelve (12) month period.
- 1.39 “Qualified Person” shall mean a qualified person in accordance with [***].
- 1.40 “Quality Agreement” shall mean an agreement between the Parties executed before the Effective Date, and amended from time to time, determining the roles and responsibilities of the Parties in relation to the manufacture of the Product, as well as details, Specifications, quality requirements and other requirements (including but not limited to GMP) applicable to the Supplied Material and the manufacture of the Product by APCETH. The Quality Agreement shall be incorporated herein by reference.
- 1.41 “Recipient” shall have the meaning as set forth in Section 17.1.
- 1.42 [***].
- 1.43 “Supplied Material Delivery Schedule” shall have the meaning as set forth in Section 6.1.
- 1.44 “Supplied Materials” shall have the meaning as set forth in Section 6.1.
- 1.45 “Supply Initiation Date” shall be [***].
- 1.46 “Technology” shall mean any intellectual property right including (without limitation) patents, patent applications, supplementary protection certificates, utility models, database rights, rights in design topography and rights (whether or not any of these rights can be registered and including applications and the right to apply for registration of any such rights) and all data, inventions (whether or not patentable), documentation, regulatory submissions, specifications, know-how, trade secrets, methods, techniques, and all other intellectual property rights in the United States, Germany, and throughout the world, including Confidential Information.
- 1.47 “Technology Transfer” shall have the meaning as set forth in Section 14.5.
- 1.48 “Term Sheet” shall have the meaning as set forth in Recital F.
- 1.49 “Third Party” shall mean any person or Entity other than the Parties and their Affiliates.
- 1.50 “Work Order” shall mean the written order, executed from time to time, referencing this Agreement and setting forth each Party’s responsibilities with respect to the performance of services under this Agreement. As each subsequent Work Order shall be incorporated by reference and made a part of this Agreement. The initial Work Orders under this Agreement are attached hereto as Appendices 1 through 3.
- 1.51 “Work Order Fees” shall have the meaning as set forth in Section 11.6.
- 2. SUBJECT OF THIS AGREEMENT AND ORDER OF PRECEDENCE**
- 2.1 On the basis of the terms of this Agreement, APCETH shall provide services to BBB, as the Parties shall agree in an executed Work Order from time to time, including (a) the manufacture of Products in the Clean Rooms, and (b) any development services or technology transfer services. Work Orders covering the manufacture of Products as initially produced under this Agreement as set forth under Section 1.34, that utilize BBB’s reserved production capacity in accordance with the terms and conditions of this Agreement shall not require the separate consent or signature of APCETH, and shall be invoiced by APCETH to BBB [***]. Work Orders covering development services, technology transfer services, or manufacture of Products other than such initially produced under this Agreement as set forth under

Section 1.34, such services shall be separately agreed to by the Parties on such executed Work Order and invoiced separately by APCETH to BBB. Such executed Work Orders (whether covering the manufacture of Product or otherwise) are essential parts of this Agreement and incorporated herein by reference. The Schedules attached to this Agreement are essential parts of this Agreement and incorporated herein by reference. In the event of contradictions or inconsistencies between this Agreement, its Schedules, including the applicable Quality Agreement, or any Work Order, the following order of precedence applies: (a) the main part of this Agreement, (b) the applicable Quality Agreement (including its attachments and references), (c) the applicable Work Order, and (d) the other Schedules; provided, however, the Quality Agreement shall prevail over the main part of this Agreement in matters of determining the Specifications and other quality or process requirements applicable to Product or its manufacture.

2.2 Any Affiliate of BBB (a “**BBB Affiliate**”) may engage APCETH to perform services on behalf of itself or BBB, or another BBB Affiliate, and may utilize the reserved production capacity under Section 4.2 for the manufacture of Product, and may directly engage APCETH by executing a Work Order, provided that BBB shall have included each such Affiliates’ manufacturing requirements to the Forecast in accordance with Section 5.3 and have indicated in such Forecast to which BBB Affiliate each such Batch is assigned. For such Work Orders covering the manufacture of Product, such BBB Affiliate (in the place of BBB) shall directly provide APCETH with the applicable Supplied Materials and shall take title of the resulting Batch directly from APCETH.

2.3 [***].

2.4 [***].

3. **PROVISION OF CLEAN ROOMS**

3.1 **Responsibility for the Set-Up.** APCETH shall make available and exclusively dedicate to BBB, unless provided for otherwise in Section 3.2 below, the Clean Rooms in the Facility for clinical and commercial supply of Products. The Clean Rooms shall be in accordance with the design and specifications as set forth in the Clean Room Specification attached to this Agreement as Schedule 1. The Clean Rooms shall be in a state ready for manufacture of the Product, which means fully equipped, maintained, validated and with a sufficient number of qualified and trained staff in accordance with BBB’s reserved production capacity according to the elected Production Scenario as provided in Section 4.2. APCETH shall ensure that the Clean Rooms will meet all statutory and regulatory requirements applicable to clean rooms for pharmaceutical production, [***].

3.2 **Dates of provision.**

(a) **Availability of [***].** Beginning on the Supply Initiation Date, APCETH shall [***].

(b) **Availability of [***].** Beginning on the Extension Date, APCETH shall [***].

3.3 **Maintenance.** APCETH shall be responsible for properly maintaining the Clean Rooms. The Parties acknowledge and agree that, in order to enable APCETH to perform maintenance and/or validation activities in the Facility [***].

3.4 **Change of Clean Room Specifications.** All changes required of the Facility (e.g., due to regulatory changes, process changes requested by BBB, or the purchase of additional equipment required for Production Scenario II) in connection with the manufacturing of the Products shall be discussed by the Parties and the Parties shall agree in writing to any such expenses to be charged separately. For the avoidance of doubt, APCETH shall (a) implement any changes to the Facility having an actual or potential effect on the manufacture of the Product only with BBB’s prior written approval, and (b) bear the costs of any changes to the Facility and/or the Clean Rooms requested by APCETH, if such changes are not based on any legal or regulatory requirements.

4. **TERMS OF MANUFACTURE OF PRODUCT**

4.1 **General.** APCETH shall manufacture the Product in accordance with (a) this Agreement, (b) the applicable Work Order, (c) the applicable Quality Agreement, including the applicable Specifications, (d) any IMPD of the respective country and/or the Marketing Authorizations applicable to the Product, (e) GMP, and (f) all other Applicable Laws.

4.2 **Capacity and Production Scenarios.** The reserved production capacity of the Clean Rooms, production shifts per calendar week and the minimum amount of Batches to be delivered by APCETH is determined by the Production Scenario elected by BBB (“**Production Scenario**”). The number of Batches to be delivered under a given Production Scenario is established with consideration to the anticipated [***] and the production process utilized as of the Effective Date for the Products initially produced under the Agreement, as attached hereto as Schedule 2. [***].

(a) [***].

(b) [***].

(c) [***].

(d) [***].

(e) **Process Improvements.** The Parties currently envisage to improve the manufacturing process for the Products in order to reduce processing times resulting in an increased output of Batches per calendar week. If the Parties mutually agree that the currently envisaged improved process has been successfully established at APCETH’s Facility, (i) [***], and (ii) [***].

(f) [***].

4.3 **Subcontracting.** APCETH shall not subcontract any of the works or services to be performed by APCETH under this Agreement to its Affiliates or Third Parties without the prior written consent of BBB (not to be unreasonably withheld). Any consent given by BBB shall require that the agreements between APCETH and such Affiliates or Third Parties are made in writing and substantially correspond to the terms set forth in this Agreement. APCETH shall not be responsible for any delays of the works or services to be performed by APCETH under this Agreement resulting from BBB unreasonably withholding its consent to a subcontract under this Agreement. [***]. APCETH shall remain primarily liable for the performance of its obligations under this Agreement, shall be solely responsible for costs, expenses, damages, or losses of any nature arising out of such performance as if such performance had been provided by APCETH itself under this Agreement.

5. DELIVERY AND DELIVERY SCHEDULE

5.1 **Testing by APCETH.** Before delivery to BBB, or its designee, (a) each Batch manufactured under this Agreement shall be sampled and tested by APCETH against the Specifications, (b) APCETH shall review the Batch Records and (c) the Qualified Person of APCETH shall assess whether the manufacturing process has taken place in compliance with the Specifications and release such Batch for delivery to BBB, or its designee, all in accordance with the Quality Agreement. BBB may review the Batch Records for each Batch manufactured under this Agreement before release for delivery to BBB as set forth in the applicable Quality Agreement

5.2 **Terms of delivery.** The delivery of each Batch shall be [***].

5.3 **Forecasts.** At the beginning of each Production Year and [***] thereafter, APCETH shall provide to BBB a schedule setting out the anticipated [***] for a [***], which shall be binding upon the Parties. BBB shall provide APCETH with a [***] forecast (“**Forecast**”) for its requirements of [***].

5.4 **Delivery Schedule.** The binding delivery dates for a Batch shall be determined in a delivery schedule [***].

5.5 Incoming Controls; Determination of Defective Product.

(a) Concurrently with delivery of a Batch, APCETH shall provide BBB with the delivery documents as required by the applicable Quality Agreement. In case of any disagreement between the Parties as to whether a Batch conforms to the Specifications, Section 5.5(c) applies.

(b) Without limiting BBB’s rights under Section 5.5(a) above, upon receipt of a Batch at its final destination, BBB (itself or through the relevant BBB Affiliate or designated Third Party) shall [***].

- (c) If there is a difference of opinions between the Parties on whether or not (i) a unit of Product or a Batch is Defective, or (ii) any Defect arose due to Defective Supplied Materials, the Parties shall compare and discuss all relevant existing test results. The quality assurance representatives of both Parties shall attempt in good faith try to resolve the discrepancy. If the Parties do not come to a consensus within [***], they shall agree upon a [***].
- (d) Should a part of a Batch reveal a Defect, such Batch shall be deemed to be Defective as a whole. [***].

6. PROVISION OF SUPPLIED MATERIALS

6.1 **Supplied Materials.** BBB (itself or through the relevant BBB Affiliate) shall provide APCETH with the required starting material for the production of Product, including mobilized peripheral blood from patients and lentiviral vector as further specified in the Quality Agreement (the “**Supplied Materials**”). BBB shall provide APCETH with a proposed delivery schedule for Supplied Materials (“**Supplied Material Delivery Schedule**”), which shall be in accordance with the Forecast provided to APCETH and the present stock of released Supplied Material at APCETH. BBB and its Affiliates shall have the right to request in writing from APCETH on a [***] basis an account of its remaining stock of Supplied Material available for the production of Product.

6.2 **Retention of Title.** BBB shall at all times retain title to the Supplied Materials provided by it, and to the extent that any of the Supplied Material is processed (including through manufacturing of the Product), BBB shall be deemed to be the manufacturer of the processed material within the meaning of § 950 Civil Code (*Bürgerliches Gesetzbuch – BGB*) and shall immediately acquire ownership in such processed material. To the extent that BBB’s Supplied Material is blended, combined or processed with other substances owned by APCETH, BBB shall immediately acquire co-ownership in such product and APCETH hereby assigns its co-ownership share to BBB. BBB hereby accepts such assignment. Where the Supplied Materials have not already been labelled by BBB, APCETH shall clearly label BBB’s Supplied Material and any product derived from the Supplied Material as the property of BBB. For the avoidance of doubt, the labelling of a visual code that can be traced by APCETH’s ERP systems (material management system) will be sufficient to fulfil such obligation. APCETH, at BBB’s request, shall cooperate with BBB in securing and filing any necessary statements or documents to preserve and evidence BBB’s ownership of and security interest in BBB’s Supplied Material and any product derived from the Supplied Material in any jurisdiction as reasonably requested by BBB.

6.3 **Storage, Use and Handling.** APCETH shall store and handle the Supplied Material in accordance with the Quality Agreement and any written instructions by BBB. APCETH shall use such Supplied Materials only for manufacturing the Product in accordance with the terms of this Agreement and the Quality Agreement. APCETH undertakes not to sell or assign such Supplied Materials without BBB’s prior written consent. APCETH shall not use the Product(s) and/or the Supplied Materials in any in vivo experiments on human subjects or otherwise use the Product and/or the Supplied Materials for any other purpose.

7. CLINICAL SUPPLY PHASE.

7.1 Until the first grant of Marketing Authorization for a Product in the European Union or the European Economic Area, the Clean Room(s) will be used exclusively for clinical supply of the Products (“**Clinical Supply Phase**”). During the Clinical Supply Phase, the following provisions shall apply notwithstanding anything to the contrary set forth in this Agreement:

- (a) For scheduling purposes, BBB will share with APCETH at least [***] outlook on planning activities;
- (b) With respect to the Forecast to be provided by BBB pursuant to the second sentence of [Section 5.3](#), BBB shall provide a [***] forecast of its requirements of production shifts for clinical supply, which shall be binding upon the Parties;
- (c) BBB shall inform APCETH on its filing strategy in the European Union and the European Economic Area for the application of the Marketing Authorization for each Product prior to the first grant of Marketing Authorization, including the envisaged timeline and the expected down-time of production until the commencement of the commercial supply. During the last [***] of such down-time leading to the commercial supply of the Product, the

Parties shall agree on at least [***] to maintain the training status of APCETH's personnel and the readiness of the Facility;

- (d) BBB shall inform APCETH in writing of the anticipated launch of the commercial supply of a Product at least [***] before such date, and no later than [***]; and
- (e) APCETH shall obtain any required licenses for commercial manufacture of a Product before the submission by BBB of the application for Marketing Authorization of such Product, provided that BBB has timely provided APCETH with all relevant information and documentation required therefore, in particular the IMPD of the respective country or the Marketing Authorization of such Product.

7.2 Following the Clinical Supply Phase, BBB shall provide APCETH with information described in Section 7.1(d) for any Products prior to such Products' first grant of Marketing Authorization.

8. INFORMATION AND REGULATORY ASSISTANCE AND QUALITY CONTROL

8.1 **Information.** APCETH shall make available to BBB upon BBB's request, copies of all relevant documentation and information resulting from the manufacture and supply of Products in order to enable BBB to evaluate the status of the Product and to meet any statutory or regulatory requirements necessary for the Product, such documentation and information to include the date of manufacture and the Batch number, a summary of results of the in-process controls, quality control and release documentation, including a certificate of analysis and a certificate of compliance for the Product. BBB shall make available to APCETH the relevant sections of the approved IMPD of the respective country and/or Marketing Authorization for the Products and any updates thereof in a timely manner to meet any statutory or regulatory requirements for the manufacturing, quality control and release of the Product in the Clean Rooms.

8.2 **Regulatory Assistance.** APCETH shall provide commercially reasonable support for all regulatory activities related to the manufacture of the Product, including any updates to the CMC (Chemistry, Manufacturing, and Controls) part of the Marketing Authorization dossier and/or other documentation or information relevant for obtaining, updating and maintaining the Marketing Authorizations. APCETH is obliged to support and allow any pre-approval inspection of the Facility required by any competent governmental authority, or any "mock audit" as part of pre-approval preparations and protocol. APCETH may charge BBB for its regulatory assistance under this Section 8.2 at [***].

8.3 **Regulatory Inspections.** APCETH will permit BBB or its designees to be present and participate in any visit or inspection by any regulatory authority of the Facility which solely relates to any Product or the manufacturing process of the Product. For the avoidance of doubt, this shall not include any visit or inspection related to other products manufactured at APCETH or the general GMP inspection by the regulatory authority. APCETH shall notify BBB promptly if a regulatory authority requests permission to inspect any Clean Room made available to BBB as set forth in Section 3.2 and/or any of APCETH's records or documents related to APCETH's performance under this Agreement. Upon notification of an inspection, APCETH shall promptly notify BBB of the date and time of such inspection and allow BBB to assist in the preparation for such inspection by a regulatory authority. APCETH will provide [***] notice to BBB, or as may be otherwise provided in the Quality Agreement, if the purpose of any such visit or inspection relates to or might affect the manufacture of Product, provided that the visit or inspection was announced to APCETH in advance with sufficient notice. APCETH agrees to provide BBB with copies of all regulatory authority documentation including but not limited to correspondence, statements, warnings, enforcement actions, pleadings, summons, forms and records that APCETH receives as a result of or in anticipation of an inspection of the Clean Rooms. APCETH agrees to promptly notify BBB of any findings resulting from any inspection by a regulatory authority relating to the manufacture of Product, to take any necessary corrective action within the timelines set by the relevant authority within [***] and to provide copies of any relevant correspondence to BBB within [***] after submission, or as may be otherwise provided in the Quality Agreement.

8.4 **Audits.** APCETH shall, on reasonable prior notice unless stated otherwise by Applicable Laws, allow BBB and/or its designee(s) to perform quality audits in connection with the manufacture of the Product, at regular business hours and upon [***] prior notice, and otherwise permit BBB and/or its designee(s) (reasonably acceptable to APCETH) access to the Facility in accordance with the applicable provisions of the Quality Agreement.

- 8.5 **Permits.** APCETH shall obtain and maintain during the term of this Agreement, [***], any Facility-related or Clean Room-related regulatory approvals and any other permits necessary for the performance of the manufacturing services by APCETH under this Agreement, excluding the Marketing Authorizations and any other Product-specific approvals for which BBB shall be responsible at BBB's expense. At BBB's request, APCETH shall provide BBB with copies of all granted regulatory approvals and any other permits and submissions to regulatory and/or other governmental authorities related to the manufacture of the Product.
- 8.6 **Product Complaints.** If either Party becomes aware of product complaint information related to the Products from its Affiliates or Third Parties, it shall forward this information to the other Party as soon as possible, however no later than [***] after receipt of the information, as further detailed in the Quality Agreement. Information on product complaints shall be forwarded as it has been received, without screening, selection or processing. APCETH shall cooperate with any reasonable requests received from BBB on any reply to any complainant.
- 8.7 **Product Recalls.** Each Party shall provide to the other Party within [***] any data or information that could result in a recall of the Product, in accordance with the procedure defined in the Quality Agreement. Any decision for a recall of Product will be taken by the Party as defined in the Quality Agreement, and the responsibility for any communication with Third Parties remain with BBB.
- 8.8 **Waste Disposal.** The generation, collection, storage, handling, transportation, movement and release of hazardous materials and waste generated in connection with the manufacture of Product will be the responsibility of APCETH at [***]. Without limiting any other applicable requirements, APCETH will prepare, execute and maintain, as the generator of waste, all licences, registrations, approvals, authorizations, notices, shipping documents and waste manifests required under Applicable Laws.
- 8.9 **Safety Procedures.** APCETH will be solely responsible for implementing and maintaining health and safety procedures for the performance of manufacturing activities and for the handling of any materials or hazardous waste used in or generated by such manufacturing activities. APCETH, in consultation with, BBB will develop safety and handling procedures for Product; provided, however, that BBB will have no responsibility for APCETH's health and safety program.
- 8.10 **Quality Agreement.** All further provisions regarding audits and inspections, Product complaints and recall management are set forth in the Quality Agreement applicable to the Products. The Parties acknowledge and agree that no Products shall be manufactured under this Agreement until the applicable Quality Agreement is effective.

9. REMEDIES FOR DELAY OR DEFECTIVE PRODUCTS

9.1 Provision of Clean Rooms.

- (a) In the event of APCETH's breach of Sections 3.1 through 3.3, APCETH shall [***].
- (b) If such failure results in [***], BBB shall be entitled to:
 - (i) [***]
 - (ii) [***].
- (c) [***].

9.2 Defective Batch

- (a) In the event of a Defective Batch, [***]:
 - (i) [***]
 - (ii) [***].
- (b) [***].
- (c) BBB shall, at APCETH's reasonable discretion and following APCETH's reasonable instructions, either return or dispose of any Defective Batch under Section 9.2(a) or Batch sus

pected to contain a Defect under Section 9.2(b), and the Parties shall handle such Batches in accordance with the applicable Quality Agreement and in case of a Recall in accordance with Section 8.7.

(d) [***].

9.3 Failure to Deliver

(a) In the event a Batch is not released in accordance with the Delivery Schedule, [***].

(b) If a Batch is not released in accordance with the Delivery Schedule due to [***].

(c) [***].

10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1 APCETH Representations and Warranties.

APCETH hereby represents and warrants to BBB by way of an independent warranty according to Article 311 Civil Code (*selbstständiges Garantieverprechen i. S. d. § 311 BGB*) that,

- (a) APCETH has the full power and right to enter into this Agreement, and that there are no obligations, agreements, assignments, licenses, encumbrances or rights of any kind held by other parties, private or public, that are inconsistent with the provisions of this Agreement;
- (b) APCETH is the lawful owner of the Facility;
- (c) the Clean Rooms will be in accordance with the specifications as required by Section 3 and set forth in the Clean Room Specifications attached to this Agreement as Schedule 1;
- (d) APCETH, to the best of its knowledge, it and its Affiliates, approved subcontractors, and each of their respective officers and directors, as applicable, and any person used by APCETH, and its Affiliates, subcontractors to perform services under this Agreement: (i) have not been debarred and are not subject to a pending debarment pursuant to Section 306 of the United States Food, Drug and Cosmetic Act, 21 U.S.C. § 335a; (ii) are not disqualified by any government or regulatory authorities from performing specific services, and are not subject to a pending disqualification proceeding; and (iii) have not been convicted of a criminal offense related to the provision of healthcare items or services, and are not subject to any such pending action. APCETH shall notify BBB immediately if APCETH, its Affiliates, or approved subcontractors, or any person used to perform services hereunder, or any of their respective officers or directors, as applicable, is subject to the foregoing, or if any action, suit, claim, investigation, or proceeding relating to the foregoing is pending, or to the best of APCETH's knowledge, is threatened;
- (e) at the time of delivery to BBB, the Product will have been manufactured in accordance with this Agreement, the Quality Agreement (including the Specifications), the Marketing Authorizations, GMP and all other Applicable Laws and will be transferred free of any liens or encumbrances of any kind arising from the acts or omissions of APCETH, its Affiliates, or their respective agents; and
- (f) to the best of APCETH's knowledge, the conduct and the provision of the Services (other than the use of BBB Technology or Supplied Materials) will not violate any patent, trade secret or other proprietary or intellectual property rights of any third party, and it will promptly notify BBB in writing should it become aware of any such violation or any claims asserting such violation.

10.2 BBB Representations and Warranties.

BBB hereby represents and warrants to BBB by way of an independent warranty according to Article 311 Civil Code (*selbstständiges Garantieverprechen i. S. d. § 311 BGB*) that BBB has the full power and right to enter into this Agreement and that there are no obligations, agreements, assignments, licenses, encumbrances or rights of any kind held by other parties, private or public, that are inconsistent with the provisions of this Agreement.

10.3 Warranty Rights.

The representations and warranties provided to BBB by APCETH according to Section 10.1 do not exclude or supersede BBB's warranty rights under Section 9.

11. PAYMENTS AND PAYMENT TERMS

11.1 **Access Fee.** As compensation for certain opportunity costs of APCETH, BBB shall pay to APCETH a one-time non-refundable access fee of Three Million (3,000,000) EUR ("**Access Fee**") in two instalments:

- (a) [***]: Two Million (2,000,000) EUR; and
- (b) [***]: One Million (1,000,000) EUR.

[***].

11.2 **Maintenance Fee.** Effective following the Supply Initiation Date, BBB shall pay to APCETH a maintenance fee to [***]. The Maintenance Fee for the [***] shall be [***], payable in [***]. Effective following the Extension Date, the [***] to be paid by BBB to APCETH shall amount to [***], payable in [***]; provided, however, that

- (i) the applicable Maintenance Fee for the calendar year [***] shall be adjusted [***]; and
- (ii) prior to BBB's exclusive access to [***], [***] of the Maintenance Fee shall be adjusted pro rata, [***].

11.3 **Production Fees.**

(a) The Production Fee for each Production Year shall represent the [***]. The following Production Fees applicable to each Production Scenario shall apply:

- (i) [***]
- (ii) [***]
- (iii) [***]

(b) The Production Fee shall be due and payable in [***], and the Production Fee applicable [***].

11.4 **Adjustment.** APCETH may adjust the Maintenance Fee and the Production Fee in accordance with [***], by [***]; provided, however, in no event shall such an adjustment result in an increase of the Maintenance Fee or Production Fee by more than [***] during the [***] of this Agreement [***].

11.5 **Material Costs.** Costs for raw materials and third party laboratory costs necessary for the manufacture of Product as specified in the Quality Agreement shall be [***], provided that [***].

11.6 **Work Order Fees.** The completion of any Work Orders (other than for the manufacture of Product) and any other further ongoing work orders under the MSA for certain technology transfer and development works shall be performed under this Agreement and shall be charged separately ("**Work Order Fees**").

11.7 **Cumulative Payments.** Any amounts due and payable under this Section 11 are cumulative, except as otherwise explicitly provided.

11.8 **Invoice.** APCETH will invoice BBB [***]. Notwithstanding the foregoing, APCETH will not invoice BBB for a Batch [***]. Payment [***] will be due (i) [***] after receipt of invoice for any Access Fee payment in accordance with Section 11.1, and (ii) [***] after receipt of the invoice and reasonable supporting documentation (such as administrative requests from BBB's accounts payables) for all other payments under this Agreement.

11.9 **Payments.** BBB will make all payments pursuant to this Agreement by check or wire transfer to a bank account designated in writing by APCETH.

11.10 **Financial Records.**

(a) APCETH will keep accurate records of [***], and, upon the request of BBB, will permit BBB or its duly authorized agents to examine such records during normal business hours for the purpose of verifying the correctness of all such calculations.

- (b) Furthermore, in the event that BBB is required to capitalize the Clean Rooms in accordance with U.S. Generally Accepted Accounting Principles and the Accounting Standards Codification 840-10 (and any applicable updates or successor accounting guidance promulgated by the Financial Accounting Standards Board), and solely for such purpose, APCETH shall provide to BBB, upon BBB's reasonable request, necessary information to account for this Agreement as a capital lease in BBB's financial statements. [***].

[***].

11.11 **Taxes.** Duty, sales, use or exercise taxes imposed by any governmental entity that apply to the manufacture, sale and delivery of Product will be borne by [***].

12. JOINT STEERING COMMITTEE

12.1 **Establishment.** The Parties will establish a steering committee to coordinate and supervise their activities under this Agreement (the "**Joint Steering Committee**" or "**JSC**"), and to facilitate communication between the Parties. The Joint Steering Committee will consist of an equal number of members of each Party. Each Party shall appoint [***] as members to the JSC. The members initially appointed by each Party are set out in Schedule 3, and each Party may change its members appointed to the JSC by written notice to the other Party upon [***] notice.

12.2 **Meetings.** The Joint Steering Committee shall meet regularly (in person or by teleconference) at such intervals as the Parties may agree, but no less frequently than [***]. Additionally, the JSC shall meet within [***] after receipt of a written request by one Party to the other Party to hold such a meeting.

12.3 **Authority.** The JSC shall be an advisory body only, for the coordination and supervision of the activities and the flow of information between the Parties, and shall not have the power to take any action under this Agreement, interpret, amend or modify this Agreement, or waive compliance therewith.

13. MINIMUM UTILIZATION

Prior to engaging a new Third Party manufacturer [***] ("**Minimum Utilization Requirement**"). Notwithstanding the foregoing, the Minimum Utilization Requirement shall not apply (i) [***], or (ii) [***].

14. INTELLECTUAL PROPERTY

14.1 **BBB Technology.** All rights to and interests in BBB Technology will remain solely in BBB, and no right or interest therein is transferred or granted to APCETH under this Agreement. APCETH acknowledges and agrees that it does not acquire a license or any other right to BBB Technology or BBB New Technology except for the limited purpose of performing its obligations under this Agreement, and that such limited, non-exclusive license will expire upon the completion of such obligations or the termination of this Agreement, whichever is the first to occur.

14.2 **APCETH Technology.** All rights to and interests in APCETH Technology will remain solely in APCETH and, except as otherwise set forth in this Agreement, no right or interest therein is transferred or granted to BBB under this Agreement. APCETH hereby grants a non-exclusive, worldwide, perpetual, irrevocable, transferable and sublicensable (through multiple tiers) license to BBB and BBB's Affiliates to use any APCETH Technology and APCETH Improvement Technology that APCETH incorporates into the manufacturing process of Product, solely to use, develop, manufacture or have manufactured Product, distribute, offer for sale, sell and otherwise dispose of Product, subject to the terms set forth in Section 14.5.

14.3 New Technology.

- (a) Except as set forth herein, as between the Parties, BBB shall own all right, title and interest in and to any Technology that APCETH and/or any approved subcontractor of APCETH develops, conceives, invents, or first reduces to practice or makes, solely or jointly with BBB in the course of performing the obligations under this Agreement ("**BBB New Technology**"). Subject to Section 14.3(b) below, APCETH herewith assigns and transfers all rights and title in and to such BBB New Technology to BBB [***], and BBB hereby accepts such assignment and transfer. APCETH shall promptly disclose to BBB in writing all BBB New Technology.
- (b) If an APCETH employee makes an invention under this Agreement constituting BBB New Technology, APCETH shall promptly inform BBB. If BBB wishes to obtain the related rights

and titles to such BBB New Technology, BBB will inform APCETH accordingly and APCETH shall then claim such invention (“*Inanspruchnahme*”) in accordance with the provisions of the German Employee Inventions Act (“*Arbeitnehmererfindungsgesetz*”) and all rights in and title to such claimed inventions shall be part of the assignment and transfer of BBB New Technology to BBB in accordance with Section 14.3(a) above. The assignment and transfer of the rights in relation to such inventions shall be [***].

- (c) Notwithstanding the foregoing, in the event that BBB makes use of any APCETH Technology or APCETH’s Confidential Information in accordance with Section 14.2, BBB New Technology shall not include any Technology that is solely an improvement or enhancement of any APCETH Technology or APCETH’s Confidential Information without reference to BBB Technology or BBB’s Confidential Information (collectively, “**APCETH Improvement Technology**”) and APCETH shall own all right, title and interest in and to any APCETH Improvement Technology. For clarity, APCETH Improvement Technology shall be [***].
- (d) APCETH shall execute, and shall require its personnel as well as APCETH’s approved subcontractors and their personnel involved in the performance of this Agreement to execute, any documents reasonably required to confirm BBB’s ownership of BBB New Technology, and any documents required to apply for, maintain and enforce any patent or other right in the BBB New Technology.

14.4 **Patent Filings.** BBB will have the exclusive right and option, but not the obligation, in its sole discretion, to prepare, file, prosecute, maintain and defend, at its sole expense, any patents that claim or cover the BBB New Technology.

14.5 **Technology Transfer.** Within [***] after the term of this Agreement, or in accordance with Section 19.1(c), APCETH shall, upon BBB’s request, provide reasonable technology transfer assistance services to BBB in connection with the establishment of Product manufacturing capabilities at a Third Party contract manufacturer, as set forth in detail in this Section (“**Technology Transfer**”). In such case, APCETH shall promptly

- (a) transfer to BBB and/or a Third Party designated by BBB all data and information necessary to transfer the manufacturing process, as further developed by APCETH, to any third party and to implement the manufacturing process (e.g. in-process control assays, standard operating procedures, and such), and
- (b) furnish to BBB and/or such Third Party all reasonable assistance and personnel and answer all reasonable questions regarding the transfer of the manufacturing process; in each case, in order to allow BBB or such Third Party to replicate and implement the manufacturing process and to take over the manufacturing of the Product.

Without limiting the foregoing, APCETH will provide BBB and/or the Third Party designated by BBB with the following documentation: [***]. The Parties shall agree in good faith on a schedule and plan for affecting the Technology Transfer. For its assistance in the Technology Transfer, [***].

15. INSURANCE

15.1 APCETH shall secure and maintain in full force and effect throughout the term of this Agreement (and for at least [***] thereafter for claims made coverage) [***], the following minimum insurance coverage with financially sound and nationally reputable insurers [***]:

- (a) [***];
- (b) [***].

15.2 APCETH will at BBB’s written request provide BBB with a certificate of insurance evidencing such coverage as required by Section 15.1. Where reasonably possible, APCETH will provide BBB with at least [***] advance written notice of any material change or cancellation in coverage or limits.

16. INDEMNIFICATION AND LIMITATION OF LIABILITY

16.1 Indemnification of BBB

APCETH will indemnify BBB, its Affiliates, and its and their respective directors, officers, employees, independent contractors, consultants and agents (the “**BBB Parties**”), and defend and hold each of them

harmless, from and against any and all losses, damages, liabilities, costs and expenses (including reasonable lawyers' fees and expenses) in connection with any and all liability suits, investigations, claims or demands (collectively, "Losses") to the extent such Losses arise out of or result from any claim, lawsuit or other action or threat by a third party arising out of: (a) [***], or (b) [***].

16.2 Indemnification of APCETH

BBB will indemnify APCETH, its Affiliates, and its and their respective directors, officers, employees, independent contractors, consultants and agents (the "APCETH Parties"), and defend and hold each of them harmless, from and against any and all Losses to the extent such Losses arise out of or result from any claim, lawsuit or other action or threat by a Third Party arising out of: (a) [***], or (b) [***].

16.3 Indemnification Procedure

- (a) An "Indemnitor" means the indemnifying Party pursuant to Section 16.1 or 16.2, as applicable. An "Indemnitee" means the Party that is being indemnified pursuant to Section 16.1 or 16.2, as applicable.
- (b) An Indemnitee shall promptly notify the Indemnitor in writing of any claim, lawsuit or other action or threat of which it becomes aware for which the Indemnitor might be liable under Section 16.1 or 16.2, as applicable. The Indemnitee agrees to the control of such defense by the Indemnitor to the extent permissible under Applicable Laws. The Indemnitee shall cooperate fully with, and provide information to, Indemnitor and its legal representatives as reasonably requested in the investigation and defense of any claim, lawsuit or other action covered by this indemnification, all at the reasonable expense of the Indemnitor. The Indemnitee shall have the right, but not the obligation, to be represented by counsel of its own selection and expense; provided, however, that the Indemnitor will have final decision-making authority regarding all aspects of the defense of the claim, lawsuit, threat or other action.
- (c) Neither Party will be responsible for, or be bound by, any settlement of any claim or suit made by the other Party without its prior written consent; provided, however, that the Indemnitee will not unreasonably withhold or delay such consent.

16.4 Limitation of Liability

- (a) AS FAR AS LEGALLY PERMISSIBLE BY APPLICABLE LAWS, THE PARTIES' OBLIGATION TO INDEMNIFY PURSUANT TO SECTION 16.1 OR 16.2, AS APPLICABLE SHALL BE CAPPED AT [***].
- (b) THE LIMITATIONS UNDER THIS SECTION 16.4 SHALL APPLY ACCORDINGLY FOR THE DIRECT LIABILITY OF ONE PARTY TO THE RESPECTIVE OTHER IN ALL CASES OTHER THAN FOR BREACH OF THE CONFIDENTIALITY AND NON-USE OBLIGATIONS IN SECTION 17; PROVIDED, THAT NEITHER PARTY WILL BE LIABLE UNDER ANY LEGAL THEORY (WHETHER TORT, CONTRACT OR OTHERWISE) FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EXERCISE OF ITS RIGHTS HEREUNDER, INCLUDING LOST PROFITS ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, HOWEVER CAUSED, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. CONFIDENTIAL INFORMATION AND DATA PROTECTION

17.1 **Definition.** "Confidential Information" means any and all non-public scientific, technical, financial regulatory or business information, or data or trade secrets in whatever form (written, oral or visual) that is furnished or made available by one Party (the "Discloser") to the other (the "Recipient") or developed by either Party under this Agreement. For clarity, Confidential Information of a Party includes information of Affiliates or a Third Party that the Discloser has an obligation to keep confidential.

17.2 **Disclosure and Use Restriction.** Except as expressly provided herein, each Party agrees that for the term of the Agreement and [***] thereafter, each Party and its Affiliates will protect the Confidential Information of the other Party using the same degree of care it uses to protect its own confidential information but in any event no less than a reasonable degree of care, maintain as confidential, and not publish or otherwise disclose any Confidential Information of the other Party, except in accordance with

Section 17.3 or 17.4. Neither Party will use Confidential Information of the other Party except as necessary to perform its obligations under this Agreement or to reasonably exercise its rights under this Agreement.

17.3 **Permitted Disclosure.** Recipient may provide Discloser's Confidential Information to its Affiliates, and to its and their directors, employees, consultants, independent contractors and agents; provided however, that (a) any such Affiliates, directors, employees, consultants, independent contractors and agents are bound by written obligations of confidentiality with respect to the Discloser's Confidential Information that are at least as restrictive as those set forth in this Agreement; (b) Recipient remains liable for the compliance of such Affiliates, directors, employees, consultants, independent contractors and agents with such obligations; and (c) such disclosure is only permitted to the extent necessary for a Party to carry out its obligations under this Agreement.

17.4 **Required Disclosure.** Recipient may also disclose Discloser's Confidential Information to the extent ordered by a competent regulatory or governmental authority or court of competent jurisdiction, or if the Recipient is required to disclose the other Party's Confidential Information to comply with Applicable Laws, the rules of any stock exchange or listing entity, or to defend or prosecute litigation; provided that the Recipient notifies the Discloser prior to the Disclosure in writing, takes all reasonable and lawful actions to avoid or minimize the degree of such disclosure and cooperates reasonably with the Discloser in any efforts to seek a protective order.

17.5 **Exceptions.** Recipient's obligation of non-disclosure and non-use under this Agreement will not apply to any portion of Discloser's Confidential Information that Recipient can demonstrate, by appropriate evidence:

- (a) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of Recipient or its Affiliates;
- (b) at the time of disclosure is already in possession of the Recipient or its Affiliates, other than as a result of Recipient's or its Affiliate's breach of any legal or contractual obligation;
- (c) becomes known to or is lawfully provided to the Recipient or its Affiliates, without restriction as to confidentiality or use, by a source lawfully entitled to possession of such Confidential Information; or
- (d) is independently developed by the Recipient or its Affiliates without use of or reference to the Discloser's Confidential Information.

17.6 **Return of Confidential Information.** Upon the effective date of the expiration or termination of this Agreement, Recipient agrees, except as otherwise provided in this Agreement, to return to Discloser all documentation or other tangible evidence or embodiment of Discloser's Confidential Information (including, if BBB is the Discloser, any Supplied Materials) and not to use such Confidential Information unless agreed otherwise. Notwithstanding the foregoing, Recipient may retain one archival copy of Discloser's Confidential Information in order to monitor Recipient's ongoing obligation of confidentiality and non-use under this Agreement and in compliance with sample retention protocols required by the Quality Agreement and GMP, as may be applicable; provided that such archival copy must be kept confidential in accordance with this Section 17 and segregated from Recipient's regular files.

17.7 **Data Protection.** Each of the Parties is, and shall be, in compliance with all Applicable Laws pertaining to patient personal information and patient health information, including data safety and data protection ("**Data Protection Laws**"). BBB shall not make patient personal information or patient health information available to APCETH which is not pseudonymized in accordance with applicable Data Protection Laws. Each of the Parties will treat all patient personal information and patient health information (in case of APCETH in pseudonymized form) as Confidential Information, in accordance with this Agreement. Each Party has implemented, and shall implement, in accordance with applicable privacy and security laws all policies, privacy notices, consent forms and administrative, physical and technological safeguards that reasonably and adequately protect the personal information and patient health information of patients, including the mobilized peripheral blood from patients ("**Patient Information**") created, received, maintained, or transmitted under this Agreement.

18. TERM AND TERMINATION

18.1 **Term of this Agreement.** The initial term of this Agreement shall commence on the Supply Initiation Date (the “**Effective Date**”) and end after a period of five (5) years starting from the Supply Initiation Date.

18.2 **Renewal.** Following the initial term, this Agreement shall automatically renew for additional three (3) year terms, unless either Party provides the other Party with notice of non-renewal at least [***] prior to the end of the applicable term.

18.3 **Termination by either Party**

- (a) Either Party may terminate this Agreement with immediate effect upon written notice to the other Party:
 - (i) for any material breach of this Agreement by the other Party, unless such breach is cured within [***] after the breaching Party receives written notice of such breach from the non-breaching Party; provided, however, that if such breach is not capable of being cured within such [***] period and the breaching Party has commenced and diligently continued actions to cure such breach within such [***] period, except in the case of a payment default, the cure period shall be extended to [***], so long as the breaching Party is making diligent efforts to do so; or
 - (ii) to the extent permitted under Applicable Laws, if an Insolvency Event occurs with respect to the other Party. In any event, when a Party first becomes aware of the likely occurrence of an Insolvency Event with regard to such Party, it shall promptly so notify the other Party in order to allow the other Party to protect its interests under this Agreement.
- (b) [***]:
 - (i) [***]
 - (ii) [***].

18.4 **Termination by BBB**

BBB is entitled to terminate this Agreement:

- (a) for convenience with at least (i) [***] prior written notice prior to [***], or (ii) twelve (12) months’ prior written notice following [***];
- (b) during the Clinical Supply Phase, with [***] prior written notice, in the event (i) [***], or (iii) [***]; or
- (c) with immediate effect, if a Force Majeure Event has prevented APCETH’s performance (in whole or substantial part) of this Agreement for a period of [***].

19. EFFECTS OF TERMINATION

19.1 **Termination Payment.**

- (a) Upon termination by BBB according to Section 18.4(a), [***].
- (b) Upon termination by BBB according to Section 18.4(b), [***]
- (c) Upon termination by BBB due to a material breach of APCETH, [***].
- (d) Upon termination by APCETH due to a material breach of BBB, [***].

19.2 **Technology Transfer.** After termination of this Agreement, APCETH shall, upon BBB’s request, provide reasonable assistance in Technology Transfer services as set forth in Section 14.5.

19.3 **Return of Materials.** Upon termination of this Agreement, BBB may at its sole discretion as an alternative to the return of Confidential Information as set forth in Section 17.6, request in writing the destruction of any documents or remaining Supplied Materials and provide appropriate evidence of such destruction.

20. COMPLIANCE, ANTI-BRIBERY AND ANTI-CORRUPTION

Either Party shall act in full compliance with all Applicable Laws, including all applicable labor, tax and social insurance law and industrial safety regulations with regard to its employees involved in the performance of this Agreement. APCETH shall ensure by appropriate contractual arrangements and supervision that any approved subcontractors act in full compliance with the aforementioned Applicable Laws. APCETH agrees to comply with the reasonable, written instructions of BBB and/or its Affiliates with respect to the Applicable Laws relating to the import, export or re-export of the Supplied Materials and/or Product, provided that where APCETH complies with such instructions, BBB shall be responsible for the import, export or re-export of the Supplied Materials and/or Products.

20.1 **Representation and Warranty.** Either Party represents and warrants by way of an independent warranty (*selbstständiges Garantieverprechen i.S.d. § 311 (1) BGB*), that it, its owners, directors, officers, employees will act in full compliance with applicable anti-corruption laws and regulations, industry and professional codes of practice, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Without limiting the generality of the foregoing, either Party represents and warrants in particular that it and its owners, directors, officers, employees will not directly or indirectly in connection with the business of the other Party or with this Agreement:

- (a) offer, promise, pay or arrange for payment or giving of a bribe or any benefit, advantage or anything of value to any public official, individual, entity or any other third party in exchange for an improper advantage in any form either directly or indirectly in order to fulfil, obtain or retain (a) regulatory permits like the building permit, (b) any kind of business including any commercial transaction to which the other Party is a party, or which is otherwise in connection with this Agreement, or (c) any other improper advantage;
- (b) transfer anything of value to a public official without the prior approval of the other Party, regardless of whether or not such transfer might constitute a bribe;
- (c) transfer anything of value to subcontractors, or any third party for the purpose of offering, promising, paying, receiving, soliciting, or arranging for the payment of, or reimbursing anyone for payment of, a bribe or a transaction of anything of value to a public official; or
- (d) request, accept a promise of or receive any payment, benefit or advantage from any individual or entity for itself or for a third party in return for giving another person or entity unfair preferences in the procurement of goods or commercial or other services in connection with this Agreement.

20.2 **Reporting.** Either Party shall report any suspicion of past, current or potential violations of this Section 20 immediately to the other Party, to the extent permitted by Applicable Law. If a Party is in doubt whether a certain act violates its obligations under this Section, such Party shall contact the other Party and shall delay the decision before taking the action.

20.3 **Audit Right.** The audit rights of BBB under Section 8.4 and 11.10 encompass the relevant records ensuring compliance with this Section 20.

20.4 **Consequences of Violation.** Any uncured or incurable violation of this Section 20 shall constitute a material breach of this Agreement.

21. NOTICES

21.1 Unless otherwise expressly agreed in writing, all declarations or communications in connection with this Agreement, including the Schedules attached hereto and incorporated by reference, shall only be validly served if they are delivered in writing by registered mail, by internationally recognized expedited delivery service (receipt requested), or by fax (with written confirmation of receipt) to the following addresses for delivery of the Parties.

- (a) For declarations or communications to be made to BBB:

bluebird bio Inc.
150 2nd Street, Cambridge, MA 02141,
Attention: Chief Legal Officer

with a copy to [***]

[***]

- (b) For declarations or communications to be made to APCETH:

apceth Biopharma GmbH
Haidgraben 5
D-85521 Ottobrunn
Germany
Attention: Geschäftsführung

with a copy to [***]

[***]

21.2 Furthermore, the above addresses and fax numbers shall be applicable for the purpose of service until such time as one of the Parties informs the other(s) in writing of any change.

22. GOVERNING LAW, ARBITRATION

22.1 This Agreement and all claims and rights arising out of or in connection with this Agreement shall be exclusively governed by German law and shall be construed and enforced in accordance with German law without regard to its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

22.2 All disputes between the Parties and all disputes between BBB and apceth GmbH & Co KG arising out of or in connection with this Agreement, its completion or implementation shall be conclusively decided pursuant to the rules of arbitration of the International Chamber of Commerce (ICC), Paris, with the exclusion of recourse to the courts of law. The place of arbitration shall be Zurich, Switzerland. All disputes shall be decided by a single arbitrator. The arbitrator shall be appointed in accordance with the rules of arbitration of the International Chamber of Commerce (ICC), Paris.

23. FINAL PROVISIONS

23.1 **Assignment.** This Agreement shall be binding upon the successors and assigns of the Parties. Neither Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, BBB may assign this Agreement (i) to its Affiliates, provided that BBB guarantees fulfillment of the obligations, including all payment obligations, of the assignee, and (ii) to a successor in interest by way of merger, acquisition, consolidation, or sale of all or substantially all of the business to which this Agreement relates. No assignment shall relieve any Party of responsibility for the performance of any obligation that accrued prior to the effective date of such assignment.

23.2 **Force Majeure.** Neither Party shall be in breach of this Agreement if there is any failure of performance under this Agreement (except for payment of any amounts due under this Agreement) occasioned by any reason beyond the reasonable control and without the fault or negligence of the Party affected thereby, including, without limitation, an fire, flood, act of government or state, war, civil commotion, insurrection, acts of terrorism, embargo, sabotage, prevention from or hindrance in obtaining energy or other utilities, a shortage of raw materials or other necessary components, labor disputes of whatever nature (a "**Force Majeure Event**"). Such excuse shall continue as long as the Force Majeure Event continues. Upon cessation of such Force Majeure Event, the affected Party shall promptly resume performance under this Agreement. A Party affected by a Force Majeure Event will give the other Party prompt written notice, to the extent possible, of the occurrence of any Force Majeure Event, the nature thereof, and the extent to which it will be unable to fully perform its obligations under this Agreement and will use commercially reasonable efforts to resume performance or mitigate the effects of the Force Majeure Event as quickly as practicable and to give the other Party prompt written notice when it is again fully able to perform such obligations.

23.3 **Headings.** Headings in this Agreement shall be for convenience only and shall not affect the interpretation of the Agreement.

23.4 **Severability.** If any provision of this Agreement is or becomes invalid, either as a whole or in part, this shall not affect the validity or enforceability of the remainder of the Agreement. The Parties agree to replace the invalid provision by a provision which serves the purposes of the Agreement as closely as possible. The same shall apply to any possible omission in this Agreement. If the defectiveness of a provi

sion is based on the determination of a certain level of performance or a certain time (deadline or fixed date), the provision is deemed to have been agreed with the level or time which comes as close as legally possible to the original level or time.

23.5 **Survival.** The provisions of Sections 1, 6.2, 9, 14, 15, 16, 17, 19, 21, 22, and 23 shall survive the expiration or termination of this Agreement.

23.6 **Written Amendments and No Continuing Waiver:** Valid amendments or supplements to this Agreement must be made in writing (in the sense of sec. 126 German Civil Code), unless notarisation is prescribed by law, and shall expressly refer to this Agreement. The same shall apply to any agreement to deviate from or cancel this requirement of written form. The failure of any Party at any time or times to require the performance of this Agreement will in no manner affect its rights at a later time to enforce the same. No waiver by any Party of the breach of any term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such breach or the breach of any other term of this Agreement.

[remainder of page intentionally left blank]

bluebird bio, Inc.

Apceth Biopharma GmbH

/s/ Jason F. Cole

/s/ C. Guenther

Name: Jason F. Cole

Name: Dr. Christine Guenther

Title: Chief Legal Officer

Title: CEO

Date: 28 Nov 2016

Date: 18 Nov 2016

Apceth GmbH & Co. KG

/s/ C. Guenther

Name: Dr. Christine Guenther

Title: CEO

Date: 18 Nov 2016

List of Schedules

[***]

*** INDICATES MATERIAL THAT HAS BEEN OMITTED AND FOR WHICH CONFIDENTIAL TREATMENT HAS BEEN REQUESTED. ALL SUCH OMITTED MATERIAL HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION PURSUANT TO RULE 24b-2 PROMULGATED UNDER THE SECURITIES ACT OF 1934, AS AMENDED

Exhibit 10.25
EXECUTION VERSION

Clinical and Commercial Supply Agreement

Viral Vector Product

by and between

bluebird bio, Inc.

and

SAFC Carlsbad, Inc.

November 27, 2017

CLINICAL AND COMMERCIAL SUPPLY AGREEMENT

VIRAL VECTOR PRODUCT

This Clinical and Commercial Supply Agreement (this “**Agreement**”), executed as of November 27, 2017 and effective as of January 1, 2018 (the “**Effective Date**”), is entered into by and between:

bluebird bio, Inc., a Delaware corporation, with a place of business located at 60 Binney Street, Cambridge, MA 02142 (“**Company**”), and

SAFC Carlsbad, Inc., a company incorporated under the laws of the State of California, USA, with its principal offices located at 6211 El Camino Real, Carlsbad, California, 92009 (“**SAFC**”).

Company and SAFC are hereinafter sometimes referred to separately as a “**Party**” or together as the “**Parties**”.

RECITALS

WHEREAS, Company is engaged in the development of its [***] (each, a “**Drug Product**” and collectively, the “**Drug Products**”);

WHEREAS, SAFC develops and manufactures a broad range of viral vectors for viral and gene therapy related products that are active key ingredient(s) for use in biopharmaceutical development, clinical trials and commercial use;

WHEREAS, Company desires to engage SAFC to manufacture and supply the Vector Products (as defined herein) for use by Company in its manufacture, use and sale of its Drug Products;

WHEREAS, this Agreement is for the clinical and commercial manufacture and supply, and any and all related services, including but not limited to, Testing, Process Characterization and Process Performance Qualification (as such terms are defined herein);

WHEREAS, this Agreement supersedes and replaces that certain Production Service Agreement by and between the Parties dated October 30, 2008, as amended (the “**Prior Agreement**”) and said Prior Agreement is terminated in its entirety as of the Effective Date; and

NOW, THEREFORE, in consideration of the above premises and the mutual covenants, obligations and agreements contained herein, the Parties hereby agree as follows:

1. Definitions and Interpretation

- 1.1 “**Affiliate**” means any entity directly or indirectly controlling, controlled by or under common control with either Party hereto. For purpose of this definition, “control” shall mean ownership of over fifty percent (50%) of the equity capital, the outstanding voting securities or other ownership interest of an entity, or the right to receive over fifty percent (50%) of the profits or earnings of an entity. In the case of non-stock organizations, the term “control” shall mean the power to control the distribution of profits.
- 1.2 “**Agreement**” means, collectively, this Agreement, its Exhibits, any Task Orders, Purchase Orders and any other documents incorporated herein by reference, including without limitation the Quality Agreement(s) (as hereinafter defined); provided, however, the Quality Agreement(s) may be amended and modified separately as a stand-alone document and not require amendment of this Agreement under those circumstances.
- 1.3 “**Batch**” means a specific quantity of Vector Product produced, tested and released from a single operation of the Manufacturing Process, as described in the Master Batch Record. A “Batch” may be any of the following types as further defined hereinafter and

identified on the applicable Task Order [***].

1.4 “**Batch Record**” and “**Master Batch Record**” have the meanings assigned to such terms in the Quality Agreement.

1.5 “**Cell Bank**” means either a master cell bank or a working cell bank, whichever the case may be in its use.

1.6 “**Certificate of [***]**” means a certificate issued by [***].

1.7 “**CFR**” means the U.S. Code of Federal Regulations.

1.8 “**Clinical Batch**” means a Batch produced by SAFC under cGMP conditions and intended for use by Company for investigational purposes.

1.9 “**Commercial Batch**” means a Batch produced by SAFC under cGMP conditions after Company has obtained Regulatory Approval for Sale (as defined herein) of its Drug Product.

1.10 “**Confidential Information**” shall mean all technical, business and other information, whether tangible or intangible, including (without limitation) any and all data, techniques, discoveries, inventions, processes, know-how, patent applications, inventor certificates, trade secrets, methods of production and other confidential or proprietary information, that either Party or any Affiliate of a Party has ownership rights to (as either owner, licensee or sub-licensee), or may hereafter obtain ownership rights to, and discloses to the other Party. All Confidential Information disclosed by either Party or its Affiliates to the other Party or its Affiliates pursuant to the Prior Agreement shall be deemed to be the disclosing Party’s Confidential Information hereunder. The Parties agree to either (a) clearly mark the term “Confidential Information” upon written Confidential Information, or (b) in the case of oral disclosure of Confidential Information, to confirm the confidential or proprietary nature of such Confidential Information in a writing prior to such disclosure or within [***] following such disclosure. Notwithstanding the foregoing, failure to mark or confirm in writing such Confidential Information does not constitute a designation of non-confidentiality when the confidential or proprietary nature would be reasonably recognized by the receiving Party based on the subject matter or type of information disclosed or the circumstances of disclosure, and such information shall be deemed Confidential Information hereunder.

1.11 “**Consumables**” means all single use, regularly replaced or reused materials that are required to perform the Manufacturing Process (including Resins but excluding Plasmid Stocks and Raw Materials).

1.12 “**Contract Year**” means each consecutive twelve (12) month period during the Term, beginning on January 1, 2018 and on each January 1 during the Term thereafter.

1.13 “**Current Good Manufacturing Practices**” or “**cGMP**” shall mean current good manufacturing practices applicable to the Manufacture of Vector Product, that are promulgated by any applicable governmental or regulatory authority, and as may be set forth in the Quality Agreement.

1.14 “**Deviation**” shall have the meaning set forth in the Quality Agreement.

1.15 “**EMA**” shall mean the European Medicines Agency of the European Union, and any successor(s) thereto.

1.16 “**Failure to Supply**” shall have the meaning set forth in Section 3.8(a) hereof.

- 1.17 “**FDA**” shall mean the United States Food and Drug Administration, and any successor thereto.
- 1.18 “**Manufacture**”, “**Manufacturing**” or “**Manufactured**” means all activities related to the manufacturing of Vector Product, or any ingredient thereof to be undertaken by SAFC in accordance with the terms and conditions of this Agreement and the Quality Agreement, which may include manufacturing Vector Product or supplies for Company’s commercial sale in and for its Drug Product(s), packaging Vector Product, in-process and final testing and release of Vector Product, or any component or ingredient thereof, quality assurance activities related to manufacturing and release of Vector Product and regulatory activities related to any of the foregoing, as may be more specifically identified in the Quality Agreement, the Specifications, and the applicable Purchase Order.
- 1.19 “**Manufacturing Facility**” means those parts of the manufacturing facility owned by SAFC Carlsbad, Inc., located at 6219 El Camino Real, Carlsbad, California, 92009, operated by SAFC, validated and made available in accordance with this Agreement.
- 1.20 “**Manufacturing Process**” shall mean the instructions, Specifications (as well as specifications for raw materials and excipients), formulae, procedures, tests and standards developed, established and mutually agreed in writing by the Parties for Manufacturing the Vector Product.
- 1.21 “**Materials Specification**” means a document detailing the specifications that are applicable for each Raw Material or Consumable, each as mutually approved in writing by the parties.
- 1.22 “**Minimum Lead Time**” shall have the meaning set forth in Section 3.3(b) hereof.
- 1.23 “**Minimum Purchase Commitment**” means Company’s minimum binding purchase commitment to SAFC for a minimum number of Batches of Vector Product during a Contract Year, determined as set forth in Section 3.1(a).
- 1.24 “**Out of Specification**” or “**OOS**” shall have the meaning set forth in the Quality Agreement.
- 1.25 “**Plasmid Stocks**” means any Company proprietary plasmids or reference materials received by SAFC from Company.
- 1.26 “**Process Characterization Batch**” means a non-cGMP Batch produced by SAFC for the purposes of examination by the Parties as to proposed operational ranges and their individual and/or combined impact on product safety, integrity, strength, purity and quality in an effort to further define the process for commercial manufacturing of the Vector Product.
- 1.27 “**Process Performance Qualification Batch**” means a cGMP Batch produced by SAFC that confirms the process design and demonstrates consistency of operating within the allowed process parameter ranges.
- 1.28 “**Production Records**” means all Records (including Batch Records, Master Batch Records, and Specifications) and other documentation, including but not limited to databases or other work product generated by SAFC for Company during and in connection with the Services, whether recorded in writing, electronically, or otherwise.
- 1.29 “**Project**” means clearly identified portions within a fully-executed Task Order that sets forth specific Services.

- 1.30 **“Purchase Order”** means a document issued by Company to SAFC, which shall include such details as a description, quantities, and agreed upon prices for the Vector Product and/or Services for the applicable Task Order and serves as an ordering acknowledgement mechanism for financial management and invoicing.
- 1.31 **“Quality Agreement”** means the Quality Agreement between Company and SAFC attached hereto and incorporated herein by reference as Exhibit 1, and as may be amended in accordance with the terms of this Agreement.
- 1.32 **“Raw Materials”** means all components, reagents and solvents intended for use in the Manufacturing Process for the Vector Product, but excluding any Plasmid Stocks and Consumables, which meet the applicable Materials Specifications.
- 1.33 **“Regulations”** means any and all laws, rules and regulations applicable to the performance of the Services in the country in which (a) Services are performed, or (b) a regulatory filing including results of Services is intended to be filed. Regulations shall include, without limitation, and where and when applicable; (i) the United States Food, Drug, and Cosmetic Act, as amended and any and all rules, regulations and guidance promulgated thereunder, (ii) all applicable European Union, national and local laws, standards and guidelines, (iii) any and all rules and regulations of the Regulatory Agency or any other federal or state government agency related to the conduct of clinical research studies, and (iv) any applicable guidelines promulgated by the International Conference on Harmonization, including without limitation, the ICH Harmonized Tripartite Guidelines for Good Manufacturing Practice, (v) cGMP, and (vi) cGLP.
- 1.34 **“Regulatory Agency”** means (a) any regulatory or health authority in the United States or in other countries, including without limitation, the FDA and the EMA, (b) if applicable to a particular Task Order (as hereinafter defined), the relevant government regulatory authority or authorities in countries outside of the United States responsible for the conduct of clinical research studies and/or approval of pharmaceutical products, and (c) any other governmental regulatory authority or authorities identified in the Quality Agreement.
- 1.35 **“Regulatory Approval for Sale”** means with respect to a country or extra-national territory, any and all approvals (including Biologic License Applications and Marketing Authorization Applications), licenses, registrations or authorizations of any Regulatory Agency necessary in order to commercially distribute, sell or market a Drug Product in such country or some or all of such extra-national territory, including any pricing or reimbursement approvals that may be required in such country or some or all of such extra-national territory, and not including approvals for sale or distribution under compassionate use, named patient programs, or other expanded access programs.
- 1.36 **“Regulatory Filing”** means any or all correspondence or petitions, to Regulatory Agencies for the purpose of obtaining or maintaining the Regulatory Approval for Sale of Drug Product or the Manufacturing Process as required by statute, or modifying or supplementing existing filings and subsequent amendments and supplements thereto, including any foreign counterparts thereof and any other filings required by Regulatory Agencies relating to the Manufacture, testing, sale or distribution of Vector Product under this Agreement.
- 1.37 **“Resins”** means all chromatographic media intended to refine or purify the Vector Product, as specified in the Master Batch Record, all of which meet the applicable Materials Specifications.
- 1.38 **“Run Equivalent”** shall mean one Batch of Vector Product as counted against the Minimum Purchase Commitment, and the associated Batch production price excluding any Batch testing fees (refer to Exhibit 4, Table 1).

- 1.39 “**SAFC Technology**” means any and all SAFC confidential information, trade secrets and SAFC intellectual property and the like.
- 1.40 “**Services**” means the services to be performed by SAFC pursuant to a fully-executed Task Order under this Agreement.
- 1.41 “**Specifications**” shall mean Material, Manufacturing and Vector Product specifications set forth in Exhibit 2 hereto.
- 1.42 “**Task Order**” means a mutually agreed upon and executed in writing by the Parties that describes the Services to be performed by SAFC for Company, which specifies; (a) Project scope, (b) quantity, (c) delivery dates, (d) shipping instructions and addresses, (e) storage instructions, if any, (f) price and payment schedule, and (g) related Testing. A sample form of a Task Order is attached as Exhibit 3.
- 1.43 “**Technology Transfer to SAFC**” means the Services related to technology transfer of a Manufacturing Process by Company to SAFC, including any production preparatory, training or related support activities for [***].
- 1.44 “**Term**” shall have the meaning set forth in Section 10.1 hereof.
- 1.45 “**Testing**” means a scientific evaluation of the quality, safety and purity of Vector Product through assays performed by a qualified testing facility as more particularly described in a Task Order.
- 1.46 “**Third Party Supplier**” shall have the meaning set forth in Section 3.8(c)(ii) hereof.
- 1.47 “**Vector Product**” means the purified active biological ingredient in its final formulation in the applicable closure that results from the Manufacture by SAFC, whether clinical or commercial in nature and as more particularly described in the applicable Specification.

2. **Manufacture and Supply of Vector Product**

2.1 General Conditions of Supply. During the Term, SAFC shall Manufacture and supply Vector Product to Company, and Company shall purchase Vector Product from SAFC in such quantities as Company may order from time to time, subject to the limitations and requirements set forth herein. In consultation with Company, SAFC shall establish, update as necessary, and reserve sufficient qualified personnel time, manufacturing resources, equipment and cGMP production capacity to enable SAFC to Manufacture Vector Product in accordance with SAFC’s obligations under this Agreement. All Vector Product Manufactured hereunder shall be Manufactured solely by SAFC in suites exclusively dedicated to Company at the Manufacturing Facility. SAFC may not change the Manufacturing site, location or suites for Vector Product without the prior written approval of Company. SAFC shall perform all maintenance required on equipment within the Manufacturing Facility, including maintenance required according to the equipment manufacturer’s specifications and maintenance required to ensure continued validation of the equipment to cGMP requirements.

2.2 Control of Plasmid Stocks and Cell Banks; Storage Services.

(a) SAFC shall maintain all portions of the Plasmid Stocks and Cell Bank that it receives from Company or Company’s agents in safe and secure storage under its control in accordance with the storage guidelines set out in the Quality Agreement and/or Materials Specifications, and SAFC shall not transfer the Plasmid Stocks or Cell Bank to any SAFC Affiliate or to any third party that is not specifically authorized in advance and in writing by

Company. SAFC shall comply with all applicable regulatory requirements relating to general safety in handling the Plasmid Stocks and Cell Bank. SAFC shall not use the Plasmid Stocks or Cell Bank for any purpose except as contemplated by this Agreement or as otherwise authorized in writing by Company, and in no event shall SAFC modify or attempt to modify the Plasmid Stocks or Cell Bank. Upon Company's written request, SAFC shall return all or portions of the Plasmid Stocks and Cell Bank to Company or its designee.

(b) Storage service fees for [***] shall be contained in an annual Task Order mutually agreed to by the Parties no less than [***] prior to the next Contract Year.

2.3 Standard of Performance. At all times during the Term, SAFC will perform the Services with due care, and in accordance with this Agreement, the Specifications, Quality Agreement and applicable laws and regulations, including and not limited to, Current Good Manufacturing Practices applicable to its facilities and to biologics, it being understood that an immaterial incident or deviation from such standards that does not affect the timing for Manufacture of a Batch (including its production, testing, or release), or delivery of a Batch, shall not by itself be deemed a breach of SAFC's obligations hereunder and that the parties will work together in good faith to resolve any such incident or deviation pursuant to the Quality Agreement.

2.4 Changes to Specifications and Process. The Specifications shall be amended only as agreed upon in writing by Company and SAFC; provided, however, that the Parties agree to cooperate to amend or supplement the Specifications to the extent reasonably necessary to comply with changes in applicable laws or regulations or the requirements of applicable Regulatory Agencies or as Company may reasonably request from time to time (provided such request is made in good faith). SAFC shall follow the change control procedures set forth in the Quality Agreement for any proposed changes in the Manufacturing Process. SAFC acknowledges that any such change(s) shall, in each case, comply with cGMP, this Agreement, all regulatory submissions, and the Quality Agreement. In the event such amendment (whether as a result of changes in applicable laws or regulations or the requirements of applicable Regulatory Agencies or at Company's reasonable and good faith request or otherwise) requires additional cost or schedule adjustments for the Manufacture of Vector Product hereunder, Company and SAFC shall agree in good faith on an equitable adjustment to price or schedule or both, as appropriate. Any such amended Specifications shall be reflected in and attached hereto as an amended and restated Exhibit 2.

2.5 Raw Materials and Consumables.

(a) Procurement. SAFC shall be responsible for the procurement of all [***] necessary for the Manufacture of Vector Product. SAFC shall use commercially reasonable efforts to procure all [***], consistent with and having regard to such matters as security and sources of supply, quality of product, volume requirements, terms and conditions of supply and the Manufacturing schedule. The Parties shall use their good faith efforts to identify and establish a list of [***] by [***] and update Exhibit 6, as attached hereto and incorporated herein.

(b) Compliance with Specifications. All [***] hereunder shall comply with the applicable Materials Specifications and the Master Batch Record.

(c) Alternate Sources of Supply. SAFC shall be responsible to establish a source or sources of supply for all [***] sufficient to ensure SAFC's ability to fulfil its obligations to Manufacture Vector Product hereunder in a timely and cost-effective manner, and in accordance with the Quality Agreement. [***].

(d) Sole-Sourced Raw Materials and Consumables. For any sole-sourced [***] that SAFC has provided proper notice to Company in accordance with Section 2.5(c)(i), [***].

(e) Vendor Audits. SAFC shall, conduct all necessary audits on vendors and suppliers of Raw Materials, Consumables and Resins to ensure that such vendors and suppliers comply with applicable regulatory and quality requirements.

(f) Inventory of Materials and Spare Parts. SAFC shall establish, update as necessary and implement, inventory management processes and procedures designed to ensure that SAFC is able to obtain, on a timely basis, all [***] necessary to Manufacture Vector Product hereunder. SAFC shall ensure that an inventory of spare parts for all equipment it uses to Manufacture Vector Product is maintained consistent with the manufacturers' recommendations.

(g) Storage and Use of Materials and Vector Product. SAFC shall ensure that all [***] that are in SAFC's control, as well as all Manufacturing Process intermediates and Vector Product in SAFC's control, are stored in accordance with the terms and conditions of the storage guidelines set out in the Quality Agreement, the Materials Specifications and/or the Master Batch Record (as applicable), or as otherwise mutually agreed to by SAFC and Company in writing.

2.6 Quality Control and Release. The quality control(s) and the release(s) of Vector Product (including documentation) shall be done by SAFC in accordance with the Quality Agreement. Pursuant to Section 4.3 below, Company shall have the right to reject Vector Product that does not meet the quality control and release testing requirements agreed upon by SAFC and Company in the Specifications.

2.7 Access to the Manufacturing Facility.

(a) Inspections. Upon reasonable advance notice, and at mutually agreeable times and dates during normal business hours and in accordance with any requirements of the Quality Agreement, SAFC will permit Company representatives to visit the Manufacturing Facility, discuss the Services with appropriate officials of SAFC, and inspect Production Records, including but not limited to all data, relevant to the Services. Such Manufacturing Facility visits shall also be permitted during the data retention period described in the Quality Agreement, if any. Company will comply with any and all SAFC safety, security and confidentiality measures for the Manufacturing Facility and other related facilities.

(b) Person-In-Plant. In addition to the foregoing inspection right and audit right otherwise set forth herein, with [***] prior written notice to SAFC, Company may designate an individual from time to time in its discretion (the "**Person-In-Plant**"), who will be present in the Manufacturing Facility during operating hours and during active Manufacturing, to observe the testing and production phases of the Manufacturing Process, and to consult with SAFC. Company shall cause the Person-In-Plant to (i) not cause any disruption to SAFC's business activities and (ii) comply with SAFC's safety, security and confidentiality measures. The duration and activities for Person-In-Plant shall be pre-approved by SAFC in advance of scheduling and entry of such Person-In-Plant.

2.8 Documentation.

(a) General. Upon completion of Manufacture of each Batch of Vector Product, SAFC shall provide to Company the following documentation related to the Manufacturing of Vector Product in accordance with the Quality Agreement, as applicable: (i) a Certificate of [***], (ii) all Deviations, and (iii) the executed Batch Record.

(b) Confidential Records. The Master Batch Records and all documents referred to in Section 2.8(a) shall be Confidential Information of Company and shall not be used or disclosed by SAFC other than for the purposes of permitting SAFC to exercise its rights or fulfil its obligations under this Agreement (including but not limited to, the provision of the Master

Batch Record and other documents to Company for quality review) and, where necessary, for disclosure to the relevant Regulatory Agencies in order to comply with regulatory requirements relating to the Manufacturing of Vector Product by SAFC.

(c) Retention of Documentation. All Production Records related to the Manufacturing of Vector Product shall be owned by Company and archived with SAFC after Manufacturing for a period as stated in the Quality Agreement.

2.9 Safety of Vector Product. In each case in accordance with the Quality Agreement: (i) each Party shall immediately notify the other Party of any unusual health or environmental occurrence relating to the Vector Product; and (ii) each Party shall advise the other Party immediately of any safety or toxicity problems of which it becomes aware regarding the Vector Product.

3. **Purchase Commitment, Forecasts and Orders; Release, Delivery and Storage; Delay and Third Party Supplier**

3.1 Minimum Purchase Commitment; Run Equivalents; Additional Batches and Manufacturing Capacity; Support Studies.

(a) During the Term, Company shall purchase the Minimum Purchase Commitment which shall be equal to [***]. In the event Company fails to purchase the Minimum Purchase Commitment [***]. Such payment requirement for the shortfall of Batches shall be invoiced [***].

(b) Notwithstanding Section 3.1(a), in any Contract Year in which [***].

(c) Company may request additional Batches beyond its Minimum Purchase Commitment, provided that Company makes such request upon written notice to SAFC [***].

(d) Company may request support studies related or unrelated to any Batches or Technology Transfer to SAFC under this Agreement, and such support studies shall be incremental to any Minimum Purchase Commitment and shall be under a separate and distinct Task Order outlining the scope of work and cost of such support studies.

3.2 Forecasts; Change of Vector Product.

(a) In advance of the Effective Date, Company shall determine and provide to SAFC, Company's initial Contract Year's forecast, which shall then be updated on a [***] basis. Each [***] update shall include a "rolling" [***] update that includes [***]. Subsequent Contract Year forecasts will be due [***]. Company may update the previous forecast more frequently than on a [***] basis. Forecasting shall not in any way change or affect Company's Minimum Purchase Commitment obligations.

(b) At Company's reasonable request in advance, SAFC will review with Company the inventory and lead times for major components of the Manufacturing Process. Company acknowledges and understands that any forecast will be used by SAFC for planning purposes (including raw material acquisitions and investment in equipment and other resources) in order to make available the production capacity required to Manufacture and supply the forecasted amounts of Vector Product within the time frames agreed to by both Parties.

(c) [***].

3.3 Initial Supply; Purchase Orders, Task Orders, Invoicing and Payment.

(a) To initiate SAFC's Manufacture and supply of Vector Product for the initial Contract Year, SAFC shall issue a Task Order for Company's review and execution and Company shall then, [***] prior to the first scheduled production start date issue a binding written Purchase Order for its purchase of Vector Product. Both the Task Order and the Purchase Order shall be in accordance with the Minimum Purchase Requirement and may include additional Batches as agreed upon pursuant to Section 3.1(c). The Parties acknowledge, recognize and agree that the Purchase Order is an ordering mechanism for proper financial management and invoicing between the Parties, and has not effect on the terms and conditions of this Agreement, which shall prevail in the event of any other terms and conditions contained in a Purchase Order.

(b) For each subsequent Contract Year following the initial Contract Year, a Task Order for the Contract Year shall be executed between the Parties in writing as above and Company shall issue to SAFC a Purchase Order [***] prior to the start of the Contract Year, or such shorter time period as may be agreed upon by the Parties in writing, for its purchase of Vector Product for such Contract Year. The minimum number of days between the date of a Purchase Order and the Manufacture start date of Vector Product under this Section 3.3(b) and Section 3.3(a) above shall be referred to hereinafter as the "**Minimum Lead Time**".

(c) Within [***] of receipt of a Purchase Order, SAFC shall notify Company in writing of its acceptance of the Purchase Order. If SAFC fails to respond within such [***] period, the Purchase Order shall be deemed accepted, but only to the extent that any amount ordered is not in excess of the Minimum Purchase Commitment and that the requested delivery date satisfies the Minimum Lead Time. SAFC, in its sole discretion, may refuse and reject a Purchase Order if the Purchase Order does not accurately reflect the agreed upon Task Order.

(d) If a Purchase Order exceeds the Minimum Purchase Commitment, or does not meet the Minimum Lead Time, SAFC, in its sole and absolute discretion, may (i) accept such Purchase Order, and/or (ii) adjust the price and other related terms taking into consideration the amount of the order that exceeds the Minimum Purchase Commitment and such shorter lead-time. In the event Company wishes not to proceed after such adjustments by SAFC, the Purchase Order shall be deemed to be rejected.

(e) Invoicing and Payment.

(i) [***].

(ii) [***].

(iii) [***].

3.4 Release of Vector Product.

(a) SAFC shall notify Company when (i) the Manufacture of each Batch of Vector Product is complete, including (ii) all Manufacturing records have been reviewed, (iii) all testing is completed, reviewed, and Vector Product meets Specifications, (iv) all Deviations have been adequately reviewed and approved, and (v) Vector Product has been released by SAFC, as applicable and in accordance with the Quality Agreement.

(b) [***].

3.5 Delivery, Title and Risk of Loss. All Vector Product supplied by SAFC hereunder shall be supplied FCA SAFC's shipping point within the meaning of [***]. [***]. SAFC may only make delivery in installments with the prior approval of Company, and if

approved, all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any approved installment shall not relieve Company of its obligations to accept any and all remaining deliveries.

3.6 Packaging. SAFC will preserve, package, handle, and pack all Vector Product so as to protect Vector Product from loss or damage, in conformance with the Specifications and the Quality Agreement.

3.7 Storage. SAFC shall hold all Vector Product under the storage conditions established pursuant to the Quality Agreement and in accordance with cGMP. SAFC, at its own cost, shall store Vector Product for a period not to exceed [***] after Vector Product has been released in accordance with Section 3.4 above. Any Vector Product held by SAFC beyond the time periods specified above shall be subject to storage charges at SAFC's current list prices or as mutually agreed to by the Parties in writing.

3.8 Delay and Third Party Supplier.

(a) If SAFC is or will be unable for any reason (including an event of Force Majeure under Section 12.18 hereof) to [***].

(b) [***]

(c) [***]

(i) [***]

(ii) [***]

(iii) [***]

(d) [***].

(e) For the sake of clarity, the remedies provided in this Section 3.8 and the timelines for the completion of any investigation under Section 3.8(b) do not affect (i) any other obligations of SAFC contained herein; (ii) Company's right to terminate pursuant to Section 10.2(a)(i); (iii) or any other remedies available to Company as provided herein.

4. General Manufacturing Requirements

4.1 Specifications. In the event of a conflict between the provisions of this Agreement and the provisions of the Quality Agreement, the provisions of the Quality Agreement shall prevail only for all quality related requirements, responsibilities and obligations, otherwise, this Agreement shall prevail. Neither Party shall make changes to the Production Records or the Specifications without the prior written approval of the other party which approval will not be unreasonably withheld. SAFC shall only make changes in the Standard Operating Procedures (SOPs), production equipment, production procedures, or testing methods existing as of the date of this Agreement which materially affect the Services in accordance with the provisions contained in the Quality Agreement. SAFC shall maintain all Production Records and other records as are necessary and appropriate to demonstrate compliance with the Regulations. Company shall be entitled to request SAFC to change the Specifications and the SOPs. SAFC shall use commercially reasonable efforts to accommodate such change; provided that Company will reimburse SAFC the reasonable and necessary costs SAFC incurs in making any such change; provided further that the parties shall engage in good faith negotiations to adjust the costs to reflect the increase or decrease of ongoing costs hereunder resulting from any such change; provided further that if the parties cannot reach agreement to adjust the costs pursuant to this Section 4.1 despite such good faith

negotiations, then SAFC shall not be required to change the Specifications or SOPs as requested by Company.

4.2 Testing. If provided for in the applicable Task Order with respect to a Batch, SAFC shall test such Batch to ensure compliance with the Specifications.

4.3 Acceptance. Subject to Section 4.4 below, Company shall have a period of [***] from the date of its (or its designee's) receipt the Batch Record (which includes the Certificate of [***]) to reject in writing the Vector Product for nonconformity of such Batch with the Specifications. If no written notification is received by SAFC within the [***] period, such Batch is deemed accepted. If Company rejects such shipment in writing within the [***] time period, it shall promptly so notify SAFC and provide sufficient detail of the nonconformity, and the provisions of Section 5.2 below shall apply.

4.4 Latent Defects. If after accepting a shipment of Vector Product, Company subsequently discovers latent material defects [***].

4.5 Deviation Report. If during the Manufacture, including but not limited to the processing, storage, distribution, testing, transport, disposal or other handling, of Vector Product by SAFC an unexpected result arises that [***].

4.6 SAFC's costs shall not include Company's materials, which include but are not limited to cells, plasmids, equipment, raw materials, consumables or other materials.

5. Rejection, Defects and Non-Conforming Goods

5.1 Disagreement Concerning Fulfilment of Specifications. In the event of any disagreement between the Parties as to whether Vector Product conforms to the Quality Agreement, the applicable Specifications, or cGMP, the quality assurance representatives of the Parties will attempt in good faith to resolve any such disagreement and the Parties will follow their respective SOPs. If the foregoing discussions do not resolve the disagreement within [***] of Company's notice pursuant to Section 4.3 or 4.4, a representative sample of such Vector Product and/or relevant documentation will be submitted to an independent testing laboratory (in the case of an alleged failure to meet Specifications) and/or independent cGMP quality or regulatory consultant (in the case of an alleged failure to comply with cGMP), as appropriate, that are mutually agreed upon by the Parties for tests and final determination as to whether such Vector Product conforms with Specifications and/or cGMP quality standards. The laboratory must meet SAFC supplier qualification standards for cGMP test laboratory. The laboratory and consultant, as applicable, must be of recognized standing in the industry, and consent to the appointment of such laboratory and consultant will not be unreasonably withheld or delayed by either Party. Such laboratory will use the test methods contained in the applicable Specifications. The determination of conformance by such laboratory and/or cGMP consultant, as applicable, with respect to all or part of such Vector Product will be final and binding on the Parties, absent manifest error. The fees and expenses of the laboratory and/or consultant, as applicable, incurred in making such determination will be paid by the Party against whom the determination is made.

5.2 Remedies for Non-Conforming Product.

(a) If any Vector Product Manufactured by SAFC fails to conform to Specifications or cGMP (unless the non-conformity is attributable to Company's negligence or misconduct), SAFC shall [***]. Non-conforming Vector Product shall be disposed of in accordance with the Quality Agreement and at SAFC's expense (unless the non-conformity is attributable to Company's negligence or misconduct). If Company is directed to destroy non-conforming Vector Product, then Company shall provide SAFC a certificate certifying such destruction.

(b) Except as provided for pursuant to any Party's indemnification obligations for third party claims, the remedy described in this Section 5.2 shall be Company's sole remedy and SAFC's only liability for non-conforming Vector Product.

5.3 Deviations and OOS. SAFC and Company shall cooperate in the investigation and response to any Vector Product complaints concerning Deviations and OOS, all in accordance with the Quality Agreement.

6. Pricing; Terms of Payment and SAFC Performance Bonus

6.1 Currency. Except as otherwise expressly indicated, all references to "\$" or to "dollars" in this Agreement shall be read as referring to the legal tender of the United States of America.

6.2 Pricing. The pricing for Vector Product Manufactured under this Agreement is set forth in the Price and Payment Schedule as more particularly described in Exhibit 4. [***]. All prices are quoted in United States Dollars.

6.3 Invoices and Payments. SAFC shall invoice Company per Section 3.3(e) and the Price and Payment Schedule in Exhibit 4. All payments made hereunder are due within [***] from the receipt of the SAFC invoice. Payments shall be made to SAFC in accordance with the instructions on the invoice. All payments hereunder shall be made in United States Dollars. In the event Company disputes an invoice or portion thereof, Company shall be required to do so in writing to SAFC within [***] from the receipt of such disputed invoice.

6.4 Overdue Payments. Company shall pay interest on all past-due amounts at a rate of interest equal to the lesser of [***] or the maximum rate permitted by applicable law.

6.5 Annual Price Adjustment. To reflect changes in the cost of labor and raw materials, SAFC may adjust the Batch production price each Contract Year of the Term following the initial Contract Year in accordance with the following: (a) SAFC shall provide Company with written notice of any [***]; (b) [***].

6.6 Taxes.

(a) If Company must withhold from any payment to SAFC under this Agreement any taxes required to be withheld by Company under the applicable laws of any country, state, territory or jurisdiction, such amount shall be paid to the appropriate taxing authorities. Upon request, Company shall provide SAFC with sufficient documentation of such withholding as is reasonably available to allow SAFC to verify such withholding and to document such tax withholdings for purposes of claiming tax credits and similar benefits.

(b) Any use tax, sales tax, excise tax, duty, custom, inspection or testing, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Company and SAFC, but excluding any tax payable on income, revenue, profits or capital of SAFC, shall be paid by Company in addition to any other amounts due hereunder. If SAFC recovers all or any portion of any tax, fee or charge paid by Company, SAFC shall credit Company with the amount recovered.

6.7 SAFC Performance Bonus. Company shall pay SAFC a performance bonus as more particularly described in Exhibit 4 (Section 3) ("**Performance Bonus**"). Such Performance Bonus shall be invoiced separately by SAFC to Company [***] of the end of the applicable Contract Year.

7. Recall, Warranties, Indemnification and Insurance

7.1 Recall.

(a) Company shall be responsible for making the determination and for conducting any recall of Drug Product, and SAFC shall co-operate with and give all reasonable and necessary assistance to Company in conducting any such recall to the extent it relates to Vector Product. Notwithstanding anything herein to the contrary, SAFC shall only bear the cost and expense of a recall directly resulting from [***]. In the event of such recall or similar action, each Party shall use commercially reasonable efforts to mitigate the costs associated therewith.

(b) In the case of a dispute as to the existence or level of non-conforming Vector Product in connection with a recall under Section 7.1(a) above, the matter shall be resolved in accordance with the procedures set forth in Section 5.1.

7.2 SAFC Representations and Warranties. SAFC hereby represents and warrants as follows:

(a) The execution, delivery and performance of this Agreement does not conflict with, violate or breach any agreement to which SAFC is a party or SAFC's constituent documents, and SAFC is not prohibited or limited by any law or agreement (to which it is a party) from entering into this Agreement and the performance of this Agreement will not create any conflict of interest with any other business or activity engaged in by SAFC;

(b) Vector Product shall be Manufactured and shipped in compliance with cGMP, the Master Batch Record, the Specifications, the Quality Agreement and all other applicable laws, rules and regulations;

(c) SAFC and its Affiliates, approved subcontractors and any person used by SAFC and its Affiliates and subcontractors to perform services under this Agreement (i) have not been debarred and are not the subject of a conviction described in Section 306 of the United States Food, Drug and Cosmetic Act, 21 U.S.C. § 335a; (ii) are not subject to any similar sanction by any government regulatory authority; and (iii) SAFC shall notify Company immediately in writing if SAFC, its Affiliates or any subcontractor or any person used to perform services hereunder, as applicable, is subject to the foregoing, or of any action, suit, claim, investigation or proceeding;

(d) All Vector Product delivered by SAFC hereunder will conform to the Quality Agreement and the Specifications; and

(e) SAFC will have obtained and maintained in effect all such approvals and permits as may be required under applicable laws, rules, regulations and requirements to operate the Manufacturing Facility for the purposes of Manufacturing Vector Product under the Quality Agreement and under this Agreement. SAFC shall make copies of such registrations and all related documents available for viewing by Company and its designees for inspection, upon prior reasonable request from Company.

7.3 Company Representations and Warranties. Company represents and warrants that the execution, delivery and performance of this Agreement does not conflict with, violate or breach any agreement to which Company is a party or Company's constituent documents; Company is not prohibited or limited by any law or agreement to which it is a party from entering into this Agreement; and the performance of this Agreement will not create any conflict with any other business or activity engaged in by Company.

7.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER,

EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

7.5 Company Indemnification. Subject to Section 12.5, Company shall indemnify, defend and hold harmless SAFC, its Affiliates and its or their directors, officers and employees from all actions, losses, demands, costs and liabilities arising from any third party claim (including reasonable attorneys' fees) to which SAFC is or may become subject insofar as they arise out of or are alleged or claimed to arise out of:

- (a) [***];
- (b) [***];
- (c) [***];
- (d) [***];
- (e) [***];
- (f) [***]; or
- (g) [***];

(h) in each case except that Company shall have no obligation to indemnify, defend or hold harmless SAFC, its Affiliates and its or their directors, officers and employees for any negligent acts or omissions or willful misconduct by SAFC or its Affiliates and its or their directors, officers, employees, agents or permitted subcontractors associated with its obligations under this Agreement, or for any losses or claims whatsoever to the extent that SAFC has an obligation to indemnify Company with respect to such losses and claims pursuant to Section 7.6 below.

7.6 SAFC Indemnification. Subject to Section 12.5, SAFC shall indemnify, defend and hold harmless Company, its Affiliates and its or their directors, officers and employees from all actions, losses, demands, costs and liabilities arising from any third party claim (including reasonable attorney's fees) to which Company is or may become subject insofar as they arise out of or are alleged or claimed to arise out of:

- (a) [***];
- (b) [***];

(c) in each case except that SAFC shall have no obligation to indemnify, defend, or hold harmless Company, its Affiliates and its or their directors, officers and employees for any negligent acts or omissions or willful misconduct by Company or its Affiliates and its or their directors, officers, employees, agents or permitted subcontractors associated with its obligations under this Agreement, or for any losses or claims whatsoever to the extent that Company has an obligation to indemnify SAFC with respect to such losses and claims pursuant to Section 7.5 above.

7.7 Indemnification Procedure. Either Party intending to seek indemnification from the other Party under Sections 7.5 or 7.6 above, as the case may be, shall give the other Party prompt notice of any such claim or lawsuit (including a copy thereof) served upon it and shall fully cooperate with the other Party and its legal representatives in the

investigation of any matter which is the subject of indemnification. Such Party seeking indemnification shall not unreasonably withhold its approval of the settlement of any claim, liability or action covered by the above indemnification provisions. Notwithstanding the foregoing, the failure to give timely notice to the indemnifying Party shall not release the indemnifying Party from any liability to the Party seeking indemnification to the extent the indemnifying Party is not prejudiced thereby.

7.8 Company Insurance. Without limiting its liability under this Agreement (except as may be otherwise expressly provided in this Agreement), during the Term and for five (5) years after the expiration or termination of this Agreement, Company shall obtain and maintain commercial general liability insurance of [***]. With respect to all insurance coverage required under this Section, (i) Company shall, promptly upon SAFC's request, furnish SAFC with certificates of insurance evidencing such insurance and (ii) all policies shall include provisions for at least [***] prior written notice of cancellation.

7.9 SAFC Insurance. Without limiting its liability under this Agreement (except as may be otherwise expressly provided in this Agreement), during the Term and for five (5) years after the expiration or termination of this Agreement, SAFC shall obtain and maintain the following minimum insurance coverages with financial sound and nationally reputable insurers: [***]. Company shall be named as an additional insured (except on policies for workers compensation and professional liability/ errors and omissions) and SAFC will provide Company with a certificate of insurance evidencing such coverages upon Company's written request. SAFC will provide Company with [***] advance written notice of any material change or cancellation in coverage or limits.

8. Regulatory Matters; Compliance with Laws

8.1 Regulation of Manufacturing Process. If Company, as the Sponsor under the FDA regulations who holds the investigational new drug application or biologics license application is required by the FDA (or the corresponding foreign equivalent required by the EMA or other Regulatory Agency), or any other Regulatory Agency to validate or re-validate Manufacturing Processes that will impact the Manufacturing of Vector Product, Company shall notify SAFC and consult with SAFC regarding the required activities. SAFC shall only be responsible for the costs of any such validation or re-validation if the validation or re-validation is required due to (i) the non-compliance of the Manufacturing Facility, or (ii) any acts, omissions or deficiencies with respect to the personnel, training or other items within SAFC's reasonable control; otherwise any and all such costs or expenses shall be the sole responsibility and obligation of Company.

8.2 Regulatory Testing Requirements. Should, during the course of conducting the Services, regulatory testing requirements covering the Vector Product change such that additional material expense would be incurred by SAFC to satisfy the terms of this Agreement, those expenses will be the responsibility and obligation of Company.

8.3 Correspondence. SAFC will notify Company (pursuant to the Quality Agreement) promptly upon receipt of any correspondence from a Regulatory Agency, which relates to the Vector Product. In addition, SAFC shall provide to the Regulatory Agencies all documents and information requested by such authority, and shall submit to all inquiries, audits and inspections by the Regulatory Agencies.

8.4 Compliance with Laws; Authorizations. In performing this Agreement, each Party shall (i) comply with all applicable laws and regulations and (ii) obtain all releases, licenses, permits or other authorization required by any governmental body or authority.

8.5 Regulatory Matters

(a) Records. SAFC shall maintain all records required by the Quality Agreement, or as otherwise agreed to in writing by SAFC and Company. SAFC agrees that, in response to any complaint, or in the defense by Company of any litigation, hearing, regulatory proceeding or investigation relating to Vector Product, SAFC shall use reasonable efforts to make available to Company during normal business hours and upon reasonable prior written notice, such SAFC employees and records reasonably necessary to permit the effective response to, defense of, or investigation of such matters, subject to appropriate confidentiality protections. If SAFC incurs costs or expenses with respect to the foregoing attributable to Company's negligence or willful misconduct, Company shall reimburse SAFC for reasonable costs and expenses incurred by SAFC.

(b) Complaints. Company shall have responsibility for reporting any complaints relating to Vector Product to Regulatory Agencies, including, but not limited to, complaints relating to the Manufacture of Vector Product in accordance with the Quality Agreement, or as otherwise agreed in writing by SAFC and Company. If SAFC incurs costs or expenses with respect to the foregoing attributable to Company's negligence or willful misconduct, Company shall reimburse SAFC for reasonable costs and expenses incurred by SAFC.

(c) Regulatory Communications and Correspondence. Any and all communications from and to Regulatory Authorities related to Vector Product or to the Manufacture of Vector Product at the Manufacturing Facility shall be handled in accordance with the Quality Agreement, or as otherwise agreed in writing by SAFC and Company.

(d) Regulatory Filings and Maintenance. SAFC shall prepare and maintain all Regulatory Filings and Manufacturing files, certificates, authorizations, data and other records that directly or indirectly pertain to the Manufacture of ABI, as further set forth in the Quality Agreement or as otherwise agreed in writing by SAFC and Company.

(e) Cooperation in Obtaining Government Approvals. As set forth in the Quality Agreement, or as otherwise agreed to in writing by SAFC and Company, at Company's request, SAFC shall provide Company with such existing documents and information (or copies thereof) held by SAFC to assist Company in securing and maintaining Regulatory Agency approvals for Vector Product. In addition, SAFC shall provide Company with such information as is reasonably requested in writing by Company relating to the Manufacturing Process, the Master Batch Record, SAFC services performed under this Agreement or other ABI-related documentation.

(f) Ownership of Regulatory Filings. Company shall be the sole owner of all Regulatory Filings and all governmental approvals obtained by Company from any Regulatory Agency with respect to Vector Product.

(g) Company Access to Manufacturing Data and Documentation. Company shall have full access to and the right to use and reference any, correspondence, facility and engineering records and diagrams, validation documentation, lot files, reports, analyses, regulatory requirements and any other data and documentation generated in connection with the Manufacturing activities conducted by SAFC hereunder, and SAFC shall provide Company with copies of the foregoing upon request.

9. Confidentiality; Intellectual Property License

9.1 Confidentiality Obligations of SAFC. In the course of the performance of this Agreement, Company may, from time to time, disclose Confidential Information of Company to SAFC or its Affiliates. Confidential Information of Company shall specifically include but not be limited to the Plasmids, Cell Banks, any documentation relating to the Manufacturing Process provided by Company to SAFC, all elements of the Manufacturing Process provided by

Company to SAFC or acquired by Company from SAFC, Vector Product specific unit operations of the Manufacturing Process, the Vector Product, clinical data and information, business plans and regulatory and product strategies and information. Except as expressly permitted otherwise by the terms of this Agreement, SAFC shall: (i) maintain in confidence and not disclose the Confidential Information of Company to any third party, except on a need-to-know basis to SAFC's (or its Affiliates') employees and agents to the extent such disclosure is reasonably necessary in connection with SAFC's (or its Affiliates') activities as expressly authorized by this Agreement and upon obligations of confidentiality similar to those set forth herein; and (ii) not use or grant the use of the Confidential Information of Company for any purpose other than the performance of SAFC's obligations hereunder.

9.2 Confidentiality Obligations of Company. In the course of the performance of this Agreement, SAFC may, from time to time, disclose Confidential Information of SAFC to Company or its Affiliates. Except as expressly permitted otherwise by the terms of this Agreement, Company shall: (i) maintain in confidence and not disclose the Confidential Information of SAFC to any third party, except on a need-to-know basis to Company's (or its Affiliates') employees and agents to the extent such disclosure is reasonably necessary in connection with Company's (or its Affiliates') activities as expressly authorized by this Agreement and upon obligations of confidentiality similar to those set forth herein; and (ii) not use or grant the use of the Confidential Information of SAFC for any purpose other than the performance of Company's obligations hereunder.

9.3 Exceptions. The provisions of Sections 9.1 and 9.2 above shall not apply to any Confidential Information of the disclosing Party that can be shown by competent evidence by the receiving Party:

(a) To have been known to or in the possession of the receiving Party without any separate obligation of confidentiality before the date of its actual receipt from the disclosing Party;

(b) To be or to have become readily available to the public other than through any act or omission of any Party in breach of any confidentiality obligations owed to the disclosing Party;

(c) To have been disclosed to the receiving Party, other than under an obligation of confidentiality, by a third party which does not have an obligation to the disclosing Party not to disclose such information to others; or

(d) To have been subsequently independently developed by the receiving Party without use of or reference or access to the disclosing Party's Confidential Information.

9.4 License. During the Term, Company hereby grants to SAFC a royalty-free, non-exclusive license under any know-how, trade secrets, copyrights, designs, databases, discoveries, improvements and inventions (whether patentable or not) related to Vector Product or the Manufacture of Vector Product that are owned or controlled by Company and that are reasonably required for SAFC's performance of its obligations under this Agreement, but only for such purposes and only to the extent reasonably required for SAFC to perform its obligations under this Agreement.

9.5 Proprietary Rights.

(a) Except as expressly set forth in this Agreement each Party owns, and shall continue to own its existing intellectual property, without conferring any interests therein on the other Party. Nothing contained in this Agreement nor any disclosure or provision to SAFC of any Company Confidential Information or other Company information or items shall be deemed to transfer or grant to SAFC or any other person or entity any right to use or

exploitation thereof nor to any right, title, interest, or license in, to or under any patent, patent application or other intellectual property, right or asset of Company (including without limitation, any Company Materials, cell banks, specimens, documentation, Production Records, Specifications, raw data, work product, improvements, discoveries, know-how, inventions and other insights), whether patentable or not.

(b) SAFC agrees that all data, information, documents, concepts, ideas, improvements and other insights, exclusive of Process Inventions (defined below), arising from SAFC's performance of its obligations under this Agreement (collectively "**Inventions**"), shall promptly be disclosed to Company in writing. SAFC agrees that all Inventions are the exclusive property of Company. SAFC hereby assigns to Company all right, title and interest, including copyrights and other intellectual property rights, in and to all Inventions which may be developed as a result of SAFC's performance of the Manufacturing, or by SAFC in the course of performing its obligations under this Agreement. SAFC will, at no cost to Company, execute (and will ensure that its employees will execute) any and all documents and, at Company's cost, do any and all things reasonably requested by Company to vest and perfect Company's interest in the Inventions.

(c) In performing the Manufacturing and in applying SAFC Technology to the Manufacture of the Vector Product, SAFC may develop ideas, know-how, inventions, techniques, improvements and other technology, whether or not patentable or copyrightable, and associated intellectual property that are of general applicability, or are applicable to the conduct of its business ("Process Inventions"). For the sake of clarity, ideas, know-how, inventions, techniques, improvements and other technology arising from the application of Company Confidential Information technology, or that relate exclusively to Vector Product or Manufacturing Process are Inventions and not Process Inventions.

(d) SAFC shall ensure that all of SAFC's employees, agents and authorized contractors are employed or engaged on terms consistent with this Section.

9.6 Company Materials. As between the Parties, Company shall own and retain all rights in and title to the biological materials described [***].

10. Term and Termination.

10.1 Term. The initial term this Agreement shall commence as of the Effective Date and shall continue in full force and effect [***] ("**Initial Term**"), unless earlier terminated as provided in Section 10.2. The Initial Term and any duly exercised extension to the Initial Term, may be referred to herein as the "**Term**".

10.2 Termination. Notwithstanding the provisions of Section 10.1 above,

(a) Either Party may terminate this Agreement as follows:

(i) Termination for Material Breach. Either Party may terminate this Agreement by written notice at a date set in the notice (allowing at least [***] for cure) in the event of a material breach of this Agreement by the other Party; provided that the breaching Party fails to cure such breach within [***] from the date of such notice, or if the nature of the breach is such as to reasonably require more than [***] to cure, the Party (1) fails to use diligent efforts to cure such material breach, or (2) fails to cure such material breach within an additional [***] period.

(ii) Insolvency. If either Party shall become insolvent or shall make or seek to make an arrangement with, or an assignment for the benefit of creditors, or if proceedings in voluntary or involuntary bankruptcy shall be instituted by, on behalf of or against such Party, that is not dismissed within [***], or if a receiver or trustee of such Party's

assets shall be appointed, or bankruptcy proceedings begin, the other Party may terminate this Agreement, as may be permitted by the applicable laws, with immediate effect.

(iii) Force Majeure; No-Fault Termination. Either Party shall have the right to terminate this Agreement, upon providing written notice thereof to the other Party, such termination to be effective [***] from the effective date of such notice if, as a result of a Force Majeure Event, a Party is unable fully to perform its obligations under this Agreement for any consecutive period of [***], unless the Parties mutually agree in writing upon a shorter time period.

(b) Clinical Trial Failure. Prior to Company's first Drug Product to receive Regulatory Approval for Sale, Company may terminate this Agreement upon [***] written notice of a clinical trial for a Drug Product is terminated or if Regulatory Approval for Sale is not granted following Company's submission of an application for Regulatory Approval for Sale.

10.3 Rights and Obligations Upon Termination.

(a) Return of Inventory and Confidential Information. In the event of any termination or expiration, SAFC shall return to Company: (i) all Company property (at Company's expense, unless Company terminates this Agreement pursuant to Section 10.2(a)(i) or (iii), in which case such property shall be returned at SAFC's expense), except to the extent required to be retained by law or to comply with such Party's continuing obligations hereunder; and (ii) all Confidential Information of Company and shall make no further use of such Confidential Information without the prior written consent of Company. In the event of any termination or expiration of the Term, Company shall return to SAFC all Confidential Information of SAFC and shall make no further use of such Confidential Information without the prior written consent of SAFC; provided, however, that Company may retain a reasonable number of copies to exercise its rights under Section 9, but which shall remain subject to the obligations of non-use and confidentiality set forth in this Agreement.

(b) Payments. Termination of this Agreement shall not release either Party from the obligation to make payment of all amounts owing to the Party at the time of such termination. Upon termination of this Agreement by SAFC pursuant to Section 10.2, Company shall take delivery and pay for all Vector Product that is subject to an open Purchase Order, pay all monies due and owing pursuant to this Agreement and reimburse SAFC for its costs for all material, work in process, finished Vector Product and all other outstanding inventory (meaning all raw materials that are specifically required and purchased by SAFC for the Manufacture of the Vector Product) to the extent that such items were reasonably acquired by SAFC to meet its obligations hereunder in a timely manner, and make any such other payments to SAFC as required under this Agreement.

(c) Raw Materials and Consumables. Upon expiration or termination of this Agreement by Company, Company may elect (but shall have no obligation) to purchase from SAFC, at SAFC's actual cost, all remaining usable Raw Materials and Consumables paid for by SAFC for the Manufacture of Vector Product under this Agreement as of the date of expiration or termination, together with all appropriate documentation related to such quantities of Raw Materials and Consumables.

(d) Incomplete Task Orders. Upon termination or expiration of this Agreement, SAFC shall make all necessary arrangements to have any open and incomplete Task Orders completed or fulfilled by another contract manufacturer. SAFC's obligations pursuant to this Section 10.3(d) shall include a technology transfer as may be necessary to a new contract manufacturer selected by Company or Company itself, in accordance with the provisions of Section 3.8(iii); provided, however, unless this Agreement is terminated by Company pursuant to Section 10.2(a), Company shall bear any and all cost of such technology transfer.

11. Governing Law; Dispute Resolution

11.1 Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Massachusetts, USA, without regard to its conflict of law provisions. The U.N. Convention on International Sales of Goods shall not apply to this Agreement.

11.2 Dispute Resolution; Venue. In the event that any dispute arises between the Parties out of or in connection with this Agreement, the Parties agree to use good faith efforts in an attempt to resolve such dispute, and if such dispute is not resolved within [***], each Party shall refer such dispute to each such Party's senior executive officer for further attempts to resolve such dispute for a period of [***]. Any legal action or proceeding concerning the validity, interpretation and enforcement of this Agreement, matters arising out of or related to this Agreement or its making, performance or breach, or related matters will be brought exclusively in the courts of the United States of America for the District of Massachusetts, sitting in Suffolk County, Massachusetts. All parties consent to the exclusive jurisdiction of those courts and waive any objection to the proprietary or convenience of such venue.

12. Miscellaneous

12.1 Termination of Prior Agreement, Transfer of Task Orders. Effective upon the Effective Date, the Parties hereby terminate the Prior Agreement in its entirety. Notwithstanding the foregoing, all outstanding task orders under the Prior Agreement and as more particularly listed and described in Exhibit Z, shall continue under this Agreement following the Effective Date (the "**Transferred Task Orders**"), and are hereby incorporated by reference as Task Orders hereunder as of the Effective Date; provided, however, the amounts payable for performance of Services provided pursuant to such Transferred Task Orders shall be in accordance with the amounts set forth on such Transferred Task Orders, and any Batches produced pursuant to such Transferred Task Orders shall not be considered or included for consideration of the Company's Minimum Purchase Commitment or SAFC's Performance Bonus.

12.2 Financial Records. SAFC will keep accurate financial records of all Services performed under this Agreement including invoice calculations. Company, at its own expense, have access to such financial records upon [***] prior written notice to SAFC, and upon mutually agreeable times and dates during SAFC's normal business hours for the sole purpose of verifying the correctness of such calculations. All information and materials made available to or otherwise obtained or prepared by or for Company in connection with such an audit shall be SAFC's Confidential Information. Company may not exercise this right more than once for any Contract Year. Furthermore, in the event that Company is required to capitalize the Manufacturing Facility in accordance with U.S. generally accepted accounting principles and the applicable accounting standards (and any applicable updates or successor accounting guidance promulgated by the Financial Accounting Standards Board), and solely for such purpose, SAFC shall cooperate with Company and shall provide to Company such information reasonably necessary to permit Company to account for this Agreement as a capital lease in Company's financial statements. Such information provided to Company shall be the Confidential Information of SAFC.

12.3 Publicity. Each party shall obtain the prior written approval of the other party, such approval not to be unreasonably withheld, to the content of any written publicity, news release or other public statement or announcement which includes the name of the other party and relates to this Agreement, prior to originating or releasing it. Each party shall advise the other as to whether or not any publicity, news release or other public statement or announcement is approved within [***] after the receipt of the text of the publicity, news release or other public statement or announcement, failing which it shall be deemed to be

approved. If a party advises that it will not approve any publicity, news release or other public statement or announcement, the party that is refusing to approve shall provide the other party with reasons for the refusal. If either party is prevented from complying with the foregoing as a result of the requirements of a securities commission or other regulatory body, the parties shall not be considered to be in breach of this Section or of the confidentiality obligations set forth in Section 9, but shall use reasonable efforts to consult with and keep the other party informed, and shall use reasonable efforts to obtain a protective order.

12.4 Use of Names. SAFC shall not use the name of Company or the names of their employees, or representatives or Affiliates in any advertising materials or in any publication without prior written consent of Company. Company shall not use the name of SAFC or the names of their employees, or representatives or Affiliates in any advertising materials or in any publication without prior written consent of SAFC. Notwithstanding the foregoing, Company shall be entitled to identify SAFC as the source of Vector Product in any regulatory submission without SAFC's prior written consent.

12.5 Limitation of Liability and Damages.

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS), EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS OR AS EXPRESSLY PROVIDED IN THIS AGREEMENT, OR ANY SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE AND REGARDLESS OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) THE MAXIMUM AGGREGATE LIABILITY OF SAFC AND ITS AFFILIATES TO COMPANY AND ITS AFFILIATES FOR ANY CAUSE OF ACTION (OR RELATED CAUSES OF ACTION) ARISING OUT OF OR RELATED TO THIS AGREEMENT AND/OR THE MANUFACTURE OR DELIVERY OF THE VECTOR PRODUCT [***] GIVING RISE TO THE LIABILITY.

(c) The foregoing limitations in above shall survive notwithstanding any failure of essential purpose of a limited remedy.

12.6 Assignment; Successors; Subcontractors; Third-Party Beneficiaries.

(a) Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, except that Company may assign, in whole or in part, without such consent any of its rights or obligations under this Agreement (i) to any Affiliate, provided that any such assignment to an Affiliate shall not relieve the assigning Party as the primary obligor hereunder, or (ii) in connection with the merger, consolidation or sale of the stock or substantially all of the assets of the assigning Party's business responsible for the performance of this Agreement.

(b) Subject to the preceding subsection (a), this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties.

(c) SAFC shall not subcontract or otherwise delegate the performance of any of its obligations hereunder to a non-affiliated third party without the prior written approval of Company. If Company approves any subcontract, SAFC shall: (a) exercise reasonable diligence in the selection of such subcontractors, (b) fully qualify each subcontractor and (c) remain primarily liable for the performance of its obligations hereunder.

(d) Nothing expressed or referred to in this Agreement will be construed to give

any person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the Parties to this Agreement and their successors and assigns.

- 12.7 Transactions Outside Scope of Agreement. Other than as expressly provided for otherwise in this Agreement, this Agreement shall in no way limit or restrict the ability of either Party or any Affiliate of such Party to offer its products or services to any other person.
- 12.8 No Transfer of Rights. No transfer, grant or license of rights under any patent or copyright or to any proprietary information or trade secret is made or is to be implied by this Agreement except as may be expressly stated otherwise herein.
- 12.9 Independent Contractors. The Parties undertake to carry out this Agreement as independent contractors. No franchise, partnership, joint venture or relationship of principal and agent is intended by this Agreement. Neither Party is authorized, in the name of or on behalf of the other Party, to incur any obligation, receive any benefit or right or otherwise bind the other Party. All employees, agents, representatives and contractors of a Party are solely those of such Party and no acts thereof will be binding upon the other Party.
- 12.10 Waiver. The failure or the delay of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision or of the right of such Party thereafter to enforce such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach of this Agreement.
- 12.11 Severability. Should any provision of this Agreement become void or be cancelled, then the other provisions shall remain in full force and effect. If a provision of this Agreement should be void or should be declared void, then the Parties will attempt to replace it by another valid provision or will leave the provision unreplaced by mutual consent. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 12.12 Exhibits. All Exhibits attached hereto are hereby incorporated in and made a part of this Agreement as if fully set forth herein.
- 12.13 Entire Agreement. This Agreement, including all Exhibits, Task Orders, Purchase Orders hereto, contains the final, complete and exclusive agreement of the Parties relative to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter.
- 12.14 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived, in whole or in part, except by written amendment signed by the Parties hereto.
- 12.15 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by facsimile (with written confirmation of transmission), (iii) when received by the addressee if sent by registered or certified mail (return receipt requested) or if sent by an internationally recognized overnight delivery service, in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a Party may designate by notice to the other Party):

If to Company: bluebird bio, Inc.
60 Binney Street
Cambridge, MA 02142
Attention: Chief Legal Officer
With copy to: Chief Technology and Manufacturing Officer

All invoices to:
invoices@bluebirdbio.com

If to SAFC: SAFC Carlsbad, Inc.
6211 El Camino Real
Carlsbad, CA 92009
Attention: General Manager

With a copy to: EMD Millipore Corporation
400 Summit Drive
Burlington, MA 01803
Attention: General Counsel

- 12.17 Section Headings; Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. Unless otherwise expressly provided, the word “including” does not limit the preceding words or terms.
- 12.18 Force Majeure. Any events that are beyond the reasonable control of the Parties, such as fire, flood, war, strike, civil unrest, terrorism, natural catastrophes, government acts and regulations, national, international or sectoral financial crises and other cases of force majeure beyond a Party’s control (a “Force Majeure Event”), will, except for Company’s payment obligations hereunder, for the duration of the event as it affects the affected Party, suspend the obligations of the affected Party under this Agreement. As soon as there is an indication of an event of force majeure, the Party affected by it will advise the other Party within [***] or as soon as practical of the effect of such event on this Agreement and about the measures to be taken to mitigate such effect. The Parties are obligated to use reasonable efforts to mitigate damages and to resume the fulfilment of the contractual obligations as quickly as possible.
- 12.19 Expenses. Except as otherwise expressly provided in this Agreement, in the Exhibits hereto or in any agreement or other document expressly referenced herein and forming a part hereof, including the Quality Agreement, each Party to this Agreement will bear its respective expenses incurred in connection the performance of its obligations hereunder. In the event of termination of this Agreement, the obligation of each Party to pay its own expenses will be subject to any rights of a Party arising from a breach of this Agreement by the other.
- 12.20 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 12.21 Entire Agreement. This Agreement (including the Exhibits and executed Task Orders or Purchase Orders hereto) constitutes the entire agreement of the parties with respect to the subject matter hereof, and it supersedes all prior oral and written agreements, commitments or understandings with respect to the matters provided for herein, including without limitation the Prior Agreement, any Confidentiality Agreement and any other confidentiality agreement, memorandum of understanding, letter of intent or letter of agreement.

12.22 Survival. Neither expiration nor termination of this Agreement shall terminate those obligations and rights of the parties pursuant to this Agreement which by their terms are intended to survive and such provisions shall survive the expiration or termination of this Agreement. Without limiting the generality of the foregoing, the following provisions of this Agreement shall survive any expiration or termination hereof: Sections 2.8(b) and (c), 2.9, 7, 9.1, 9.2, 9.3, 9.5, 9.6, 10.3, 11, 12, and all definitions herein required to interpret the foregoing.

IN WITNESS WHEREOF, the Parties intending to be bound by the terms and conditions hereof have caused this Agreement to be signed effective as of the Effective Date by their duly authorized representatives.

SAFC CARLSBAD, INC.

bluebird bio, Inc.

By: /s/ Martha Rook

By: /s/ Jason F. Cole

Name: Martha Rook

Name: Jason F. Cole

Title: Head of Gene Editing and Novel Modalities

Title: Chief Legal Officer

Index of Exhibits

Exhibit 1 – [***]

Exhibit 2 – [***]

Exhibit 3 – [***]

Exhibit 4 – [***]

Exhibit 5 – [***]

Exhibit 6 – [***]

Exhibit 7 – [***]

BLUEBIRD BIO, INC.

The following is a list of subsidiaries of the Company as of January 31, 2019:

<u>Name</u>	<u>Jurisdiction of Incorporation</u>
bluebird bio, Inc.	Delaware
bluebird bio Securities Corporation	Massachusetts
bluebird bio France, SARL	France
bluebird bio (FR) SAS	France
bluebird bio Australia Pty Ltd	Australia
bluebird bio (Bermuda) Ltd	Bermuda
bluebird bio (UK) Ltd	United Kingdom
bluebird bio (Italy) Srl	Italy
bluebird bio (Switzerland) GmbH	canton of Zug, Switzerland
bluebird bio (Germany) GmbH	Germany
bluebird bio (Netherlands) B.V.	Netherlands
Precision Genome Engineering, Inc.	Washington

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3 No. 333-216178) of bluebird bio, Inc.,
- (2) Registration Statement (Form S-8 No. 333-189560) pertaining to the Second Amended and Restated 2002 Employee, Director and Consultant Plan, 2010 Stock Option and Grant Plan, 2013 Stock Option and Incentive Plan, and 2013 Employee Stock Purchase Plan of bluebird bio, Inc., and
- (3) Registration Statement (Form S-8 Nos. 333-194340, 333-202283, 333-209715, 333-216179, and 333-223132) pertaining to the 2013 Stock Option and Incentive Plan of bluebird bio, Inc.;

of our reports dated February 21, 2019, with respect to the consolidated financial statements of bluebird bio, Inc. and the effectiveness of internal control over financial reporting of bluebird bio, Inc., included in this Annual Report (Form 10-K) of bluebird bio, Inc. for the year ended December 31, 2018.

/s/ Ernst & Young LLP

Boston, Massachusetts
February 21, 2019

CERTIFICATIONS

I, Nick Leschly, certify that:

1. I have reviewed this Annual Report on Form 10-K of bluebird bio, Inc.;

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 (the registrant's fourth fiscal quarter in the case of an annual report) 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 (or persons performing the equivalent functions):

(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: February 21, 2019

By: /s/ Nick Leschly

Nick Leschly

President and Chief Executive Officer

(Principal Executive Officer and Duly Authorized Officer)

CERTIFICATIONS

I, Jeffrey Walsh, certify that:

1. I have reviewed this Annual Report on Form 10-K of bluebird bio, Inc.;

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 (the registrant's fourth fiscal quarter in the case of an annual report) 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 (or persons performing the equivalent functions):

(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: February 21, 2019

By: /s/ Jeffrey Walsh

Jeffrey Walsh

Chief Strategy Officer

(Principal Financial Officer and Duly Authorized Officer)

**CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report on Form 10-K of bluebird bio, Inc. (the "Company") for the year ended December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company hereby certifies, pursuant to 18 U.S.C. Section 1350, that to his or her knowledge:

- (1) 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.

Date: February 21, 2019

By: /s/ Nick Leschly
Nick Leschly
President and Chief Executive Officer
(Principal Executive Officer and Duly Authorized Officer)

Date: February 21, 2019

By: /s/ Jeffrey Walsh
Jeffrey Walsh
Chief Strategy Officer
(Principal Financial Officer and Duly Authorized Officer)