

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended September 30, 2017

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)

13-3680878

(IRS Employer
Identification No.)

60 Binney Street

Cambridge, Massachusetts

(Address of Principal Executive Offices)

02142

(Zip Code)

(339) 499-9300

(Registrant's Telephone Number, Including Area Code)

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer", "accelerated filer", "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

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 Exchange Act). Yes No

As of October 27, 2017, there were 45,830,942 shares of the registrant's Common Stock, par value \$0.01 per share, outstanding.

This Quarterly Report on Form 10-Q 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 Quarterly Report on Form 10-Q 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 II, Item 1A. Risk Factors.

Any forward-looking statements in this Quarterly Report on Form 10-Q 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 II, Item 1A. Risk Factors and elsewhere in this Quarterly Report on Form 10-Q. 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 Quarterly Report on Form 10-Q 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.

bluebird bio, Inc.
Form 10-Q
For the Three and Nine Months Ended September 30, 2017

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

bluebird bio, Inc.

Condensed Consolidated Balance Sheets
(unaudited)
(in thousands, except par value amounts)

	As of September 30, 2017	As of December 31, 2016
Assets		
Current assets:		
Cash and cash equivalents	\$ 237,962	\$ 278,887
Marketable securities	490,812	425,491
Tenant improvements receivable	2,712	8,542
Prepaid expenses	13,893	8,209
Other current assets and receivables	13,328	3,085
Total current assets	758,707	724,214
Marketable securities	413,856	180,452
Property and equipment, net	182,358	156,955
Intangible assets, net	17,872	20,694
Goodwill	13,128	13,128
Restricted cash and other non-current assets	19,835	22,679
Total assets	\$ 1,405,756	\$ 1,118,122
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 12,309	\$ 13,664
Accrued expenses and other current liabilities	42,595	54,660
Deferred revenue, current portion	21,897	6,209
Total current liabilities	76,801	74,533
Deferred rent, net of current portion	2,761	10,408
Deferred revenue, net of current portion	27,600	40,204
Contingent consideration, net of current portion	2,961	3,277
Financing lease obligation, net of current portion	154,240	120,140
Other non-current liabilities	75	120
Total liabilities	264,438	248,682
Commitments and contingencies (Note 7)		
Stockholders' equity:		
Preferred stock, \$0.01 par value, 5,000 shares authorized; 0 shares issued and outstanding at September 30, 2017 and December 31, 2016	—	—
Common stock, \$0.01 par value, 125,000 shares authorized; 45,785 and 40,691 shares issued and outstanding at September 30, 2017 and December 31, 2016, respectively	458	407
Additional paid-in capital	1,939,537	1,447,856
Accumulated other comprehensive loss	(2,097)	(1,149)
Accumulated deficit	(796,580)	(577,674)
Total stockholders' equity	1,141,318	869,440
Total liabilities and stockholders' equity	\$ 1,405,756	\$ 1,118,122

See accompanying notes to unaudited condensed consolidated financial statements.

Condensed Consolidated Statements of Operations and Comprehensive Loss
(unaudited)
(in thousands, except per share data)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2017	2016	2017	2016
Revenues:				
License revenue	\$ 2,500	\$ —	\$ 13,070	\$ —
Collaboration revenue	5,211	1,552	18,189	4,603
Total revenues	<u>7,711</u>	<u>1,552</u>	<u>31,259</u>	<u>4,603</u>
Operating expenses:				
Research and development	61,545	63,971	180,464	147,642
General and administrative	22,982	14,623	64,463	48,941
Cost of license revenue	1,100	—	1,520	—
Change in fair value of contingent consideration	(258)	1,098	205	3,515
Total operating expenses	<u>85,369</u>	<u>79,692</u>	<u>246,652</u>	<u>200,098</u>
Loss from operations	(77,658)	(78,140)	(215,393)	(195,495)
Interest (expense) income, net	(1,155)	937	(1,842)	2,871
Other (expense) income, net	8	—	(1,180)	(68)
Loss before income taxes	(78,805)	(77,203)	(218,415)	(192,692)
Income tax benefit	—	178	—	549
Net loss	<u>\$ (78,805)</u>	<u>\$ (77,025)</u>	<u>\$ (218,415)</u>	<u>\$ (192,143)</u>
Net loss per share - basic and diluted:	<u>\$ (1.73)</u>	<u>\$ (2.07)</u>	<u>\$ (5.14)</u>	<u>\$ (5.19)</u>
Weighted-average number of common shares used in computing net loss per share - basic and diluted:				
	<u>45,648</u>	<u>37,201</u>	<u>42,524</u>	<u>37,026</u>
Other comprehensive (loss) income:				
Unrealized (loss) gain on available-for-sale securities, net of tax (benefit) expense of \$0.0 million for the three and nine months ended September 30, 2017 and \$(0.1) and \$0.8 million for the three and nine months ended September 30, 2016, respectively	(683)	(194)	(949)	1,455
Comprehensive loss	<u>\$ (79,488)</u>	<u>\$ (77,219)</u>	<u>\$ (219,364)</u>	<u>\$ (190,688)</u>

See accompanying notes to unaudited condensed consolidated financial statements.

Condensed Consolidated Statements of Cash Flows
(unaudited)
(in thousands)

	For the Nine Months Ended September 30,	
	2017	2016
Operating activities		
Net loss	\$ (218,415)	\$ (192,143)
Adjustments to reconcile net loss to net cash used in operating activities:		
Change in fair value of contingent consideration	(1,460)	2,099
Depreciation and amortization	9,899	7,132
Stock-based compensation expense	38,953	30,831
Other non-cash items	2,545	2,166
Changes in operating assets and liabilities:		
Prepaid expenses and other assets	(12,865)	(3,857)
Accounts payable	(447)	1,210
Accrued expenses and other liabilities	(6,943)	24,099
Deferred revenue	3,084	6,117
Deferred rent	475	1,805
Net cash used in operating activities	<u>(185,174)</u>	<u>(120,541)</u>
Investing activities		
Purchase of property and equipment	(43,408)	(15,005)
Purchases of marketable securities	(621,004)	(145,135)
Proceeds from maturities of marketable securities	320,190	356,684
Proceeds from sales of marketable securities	—	7,500
Release of restricted cash	628	—
Increase in restricted cash	—	(4,379)
Net cash (used in) provided by investing activities	<u>(343,594)</u>	<u>199,665</u>
Financing activities		
Proceeds from public offering of common stock, net of issuance costs	436,805	—
Cash paid for contingent purchase price consideration	(1,074)	(2,025)
Reimbursement of tenant improvements for financing lease obligation	38,021	—
Payments on financing lease obligation	(315)	—
Proceeds from issuance of common stock	14,406	3,786
Net cash provided by financing activities	<u>487,843</u>	<u>1,761</u>
Increase (decrease) in cash and cash equivalents	(40,925)	80,885
Cash and cash equivalents at beginning of period	278,887	164,269
Cash and cash equivalents at end of period	<u>\$ 237,962</u>	<u>\$ 245,154</u>
Non-cash investing and financing activities:		
Assets acquired under financing lease obligation	\$ 2,467	\$ —
Tenant improvements under financing lease included in tenant improvements receivable	\$ 2,013	\$ —
Purchases of property and equipment included in accounts payable and accrued expenses	\$ 1,740	\$ 2,479
Construction financing lease obligation	\$ —	\$ 38,090
Stock option exercise proceeds receivable	\$ 845	\$ 374

See accompanying notes to unaudited condensed consolidated financial statements.

**Notes to Condensed Consolidated Financial Statements
(unaudited)**

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 the treatment of 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.

2. Summary of significant accounting policies and basis of presentation

Basis of presentation and principles of consolidation

The accompanying condensed consolidated financial statements are unaudited and 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 Update (“ASU”) of the Financial Accounting Standards Board (“FASB”). Certain information and footnote disclosures normally included in the Company’s annual financial statements have been condensed or omitted. These interim condensed consolidated financial statements, in the opinion of management, reflect all normal recurring adjustments necessary for a fair presentation of the Company’s financial position and results of operations for the interim periods ended September 30, 2017 and 2016.

The results of operations for the interim periods are not necessarily indicative of the results of operations to be expected for the full year. These interim financial statements should be read in conjunction with the audited financial statements as of and for the year ended December 31, 2016, and the notes thereto, which are included in the Company’s Annual Report on Form 10-K filed with the Securities and Exchange Commission (the “SEC”) on February 22, 2017.

The accompanying condensed consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries: Precision Genome Engineering, Inc. (“Pregen”), bluebird bio France – SARL, bluebird bio Australia Pty Ltd., bluebird bio (UK) Ltd., bluebird bio (Bermuda) Ltd., bluebird bio Securities Corporation, bluebird bio (Switzerland) GmbH, bluebird bio (Italy) S.r.l, and bluebird bio (Germany) GmbH. All intercompany balances and transactions have been eliminated in consolidation. Any reference in these notes to applicable guidance is meant to refer to GAAP. The Company views its operations and manages its business in one operating segment. All material long-lived assets of the Company reside in the United States.

Certain aggregations of prior period amounts have been made to conform to current year presentation. In the prior year balance sheet, tenant improvements receivable, prepaid expenses and restricted cash and other current assets are included within prepaid expenses and other current assets. In the prior year statements of operations and comprehensive loss, interest and other (expense) income were aggregated. In the current period statements of operations and comprehensive loss, interest (expense) income and other (expense) income are disclosed separately. Additionally, in the prior quarter statement of operation and comprehensive loss, cost of license revenue is included within research and development expenses. In the current period statements of operations and comprehensive loss, cost of license revenue is disclosed separately.

Summary of accounting policies

The significant accounting policies and estimates used in the preparation of the condensed consolidated financial statements are described in the Company’s audited financial statements as of and for the year ended December 31, 2016, and the notes thereto, which are included in the Company’s Annual Report on Form 10-K. There have been no material changes in the Company’s significant accounting policies during the nine months ended September 30, 2017.

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 stock equivalent shares outstanding for the period, including any dilutive effect from outstanding stock options, unvested restricted stock units, and employee stock purchase plan shares using the treasury stock method.

Property and equipment

Property 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. Upon disposal, the related cost and accumulated depreciation is removed from the accounts and any resulting gain or loss is included in the results of operations. 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
Office and laboratory equipment	2-5 years
Leasehold improvements	Shorter of the useful life or remaining lease term

Leases

In September 2015, the Company entered into a lease agreement for additional office and laboratory space located at 60 Binney Street, Cambridge, Massachusetts, which was built between 2015 and March 2017, at which time 60 Binney Street became the Company's corporate headquarters. This lease expires in 2027, subject to the Company's right to extend the lease for an additional 10 years. Because the Company was involved in the construction project, it was deemed for accounting purposes to be the owner of the building during the construction period. Accordingly, the Company recorded project construction costs incurred by the landlord as an asset in "Property and equipment, net" and a related financing obligation in "Accrued expenses and other current liabilities" and "Financing lease obligation, net of current portion" on its condensed consolidated balance sheets.

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 and incurring interest expense in its condensed consolidated statement of operations and comprehensive loss related to the financing obligation recorded on its condensed 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 7, "Commitments and contingencies," for additional information.

Stock-based compensation

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 income (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 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 non-employees with service-based vesting conditions is recognized based on the then-current fair value at each financial reporting date prior to the measurement date over the associated service period of the award, which is generally the vesting term, using the accelerated attribution method. Compensation expense related to awards to 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 or has been achieved. Compensation expense related to awards to non-employees with performance-based vesting conditions is recognized based on the then-current fair value at each financial reporting date prior to the measurement date 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 based on the fair value of the award on a straight-line basis over the associated service period of the award. Awards of restricted stock units to non-employees are adjusted through stock-based compensation expense at each reporting period end to reflect the current fair value of such awards and expensed using an accelerated attribution model.

The Company estimates the fair value of its option awards to employees and directors 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 company specific historical and implied volatility data of its common stock, the Company uses a weighted-average of expected volatility based on the estimated expected volatilities of a representative group of publicly traded companies; this representative group includes the Company's data effective January 2017. The other public companies on which the Company has based its expected stock price volatility are companies with comparable characteristics, including enterprise value, risk profiles, position within the industry, and with historical share price information sufficient to meet the expected term 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 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.

Consistent with the guidance in FASB ASC Topic 505-50, Equity-Based Payments to Non-Employees, the fair value of each non-employee stock option is estimated at the date of grant using the Black-Scholes option pricing model with assumptions generally consistent with those used for employee stock options, with the exception of expected term, which is over the contractual life.

Cost of license revenue

Cost of license revenue represents expense associated with amounts owed to third party licensors as a result of revenue recognized under the Company's out-license arrangements with Novartis Pharma AG ("Novartis") and GlaxoSmithKline Intellectual Property Development Limited ("GSK").

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 are used in the following areas, among others: subsequent fair value estimates used to assess potential impairment of long-lived assets, including goodwill and intangible assets, financing lease obligation, contingent consideration, stock-based compensation expense, accrued expenses, revenue and income taxes.

Recent accounting pronouncements

Recently adopted

In March 2016, the FASB issued ASU 2016-09, Improvements to Employee Share-Based Payment Accounting, which simplifies share-based payment accounting through a variety of amendments. The amendments are effective for annual periods beginning after December 15, 2016, and interim periods within those annual periods. The Company adopted this standard effective January 1, 2017. The adoption of this standard impacted the income tax footnote disclosure and did not have a material impact on the Company's condensed consolidated financial statements. Upon adoption of the new standard, all excess tax benefits and tax deficiencies (including tax benefits of dividends on share-based payment awards) are recognized as income tax expense or benefit in the income statement. The tax effects of exercised or vested awards are treated as discrete items in the reporting period in which they occur. The Company also recognizes excess tax benefits regardless of whether the benefit reduces taxes payable in the current period. The Company has applied the modified retrospective adoption approach beginning in 2017 and prior periods have not been adjusted. As a result, the Company established a net operating loss deferred tax asset of \$76.7 million to account for prior period excess tax benefits through retained earnings, however an offsetting valuation allowance of \$76.7 million will also be established through retained earnings because 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 is no impact on the Company's condensed consolidated financial statements. The Company also elected to account for forfeitures as they occur, and recorded a cumulative catch up of \$0.5 million within additional paid-in capital and retained earnings upon adoption in the first quarter of 2017.

Not yet adopted

In May 2014, the FASB issued ASU No. 2014-09, Revenue from Contracts with Customers ("Topic 606"), which supersedes all existing revenue recognition requirements, including most industry-specific guidance. The new standard requires a company to recognize revenue when it transfers goods or services to customers in an amount that reflects the consideration that the company expects to receive for those goods or services. The new standard will be effective on January 1, 2018 and earlier application is permitted only for annual reporting periods beginning after December 15, 2016, including interim reporting periods within that reporting period. Topic 606 allows for either a full retrospective adoption, in which the standard is applied to all of the periods presented, or a modified retrospective approach, in which the standard is applied to the most current period presented in the financial statements. The Company expects to adopt this standard using the modified retrospective approach. The revenue generated in the nine months ended September 30, 2017 relates to the Company's collaboration arrangement with Celgene Corporation ("Celgene") and the Company's out-licensing arrangements. The Company is continuing to assess the potential impact that Topic 606 may have on its financial position and results of operations as it relates to the Celgene arrangement. The Company expects that certain of its accounting conclusions will require further judgment, including, but not limited to, the evaluation of variable consideration, and in particular, milestone payments due from Celgene as the inclusion of milestone payments in the transaction price could accelerate revenue recognized under ASC 606 compared to ASC 605. The Company has substantially completed its assessment of the ASC 606 impact on its two out-licensing arrangements and does not expect the adoption of ASC 606 to have a material impact on its financial position and results of operations when applied to its out-licensing arrangements.

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 operating 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. The new standard will be effective beginning January 1, 2019 and early adoption is permitted for public entities. The Company is currently evaluating the potential impact ASU 2016-02 may have on its financial position and results of operations.

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 will be effective for the Company on January 1, 2018 and early adoption is permitted. The adoption of this standard is not expected to have a material impact on the Company's condensed consolidated statements of cash flows upon adoption.

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 will be effective January 1, 2018 and early adoption is permitted. As of September 30, 2017, the Company has not elected to early adopt this guidance, but expects the adoption to have an impact on its consolidated statement of cash flows as, upon adoption, it will include the Company's restricted cash balance in the cash and cash equivalents reconciliation of operating, investing and financing activities.

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 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.

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 will be effective beginning January 1, 2019 and early adoption is permitted for public entities. 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.

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 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 or results of operations upon adoption.

3. Marketable securities

The following table summarizes the available-for-sale securities held at September 30, 2017 and December 31, 2016 (in thousands):

Description	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value
September 30, 2017				
U.S. government agency securities and treasuries	\$ 887,586	\$ 5	\$ (1,405)	\$ 886,186
Certificates of deposit	18,480	2	—	18,482
Total	\$ 906,066	\$ 7	\$ (1,405)	\$ 904,668
December 31, 2016				
U.S. government agency securities and treasuries	\$ 600,001	\$ 34	\$ (575)	\$ 599,460
Certificates of deposit	6,480	6	(3)	6,483
Total	\$ 606,481	\$ 40	\$ (578)	\$ 605,943

No available-for-sale securities held as of September 30, 2017 or December 31, 2016 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 September 30, 2017 and December 31, 2016 (in thousands):

Description	Total	Quoted prices in active markets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
September 30, 2017				
Assets:				
Cash and cash equivalents	\$ 237,962	\$ 227,245	\$ 10,717	\$ —
Marketable securities:				
U.S. government agency securities and treasuries	886,186	—	886,186	—
Certificates of deposit	18,482	—	18,482	—
Total assets	<u>\$ 1,142,630</u>	<u>\$ 227,245</u>	<u>\$ 915,385</u>	<u>\$ —</u>
Liabilities:				
Contingent consideration	\$ 2,961	\$ —	\$ —	\$ 2,961
Total liabilities	<u>\$ 2,961</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 2,961</u>
December 31, 2016				
Assets:				
Cash and cash equivalents	\$ 278,887	\$ 278,887	\$ —	\$ —
Marketable securities:				
U.S. government agency securities and treasuries	599,460	—	599,460	—
Certificates of deposit	6,483	—	6,483	—
Total assets	<u>\$ 884,830</u>	<u>\$ 278,887</u>	<u>\$ 605,943</u>	<u>\$ —</u>
Liabilities:				
Contingent consideration	\$ 7,756	\$ —	\$ —	\$ 7,756
Total liabilities	<u>\$ 7,756</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 7,756</u>

Cash and cash equivalents

The Company considers all highly liquid securities with original final maturities of three months or less from the date of purchase to be cash equivalents. As of September 30, 2017 and December 31, 2016, cash and cash equivalents is composed of funds in cash, money market accounts, U.S. Treasury securities, certificates of deposit and federally insured deposits.

Marketable securities

The amortized cost of available-for-sale securities is adjusted for amortization of premiums and accretion of discounts to maturity. At September 30, 2017 and December 31, 2016, the balance in the Company's accumulated other comprehensive loss was composed primarily of activity related to the Company's available-for-sale marketable securities. There were no realized gains on the sale of available-for-sale securities during the nine months ended September 30, 2017, and as a result, the Company did not reclassify any amounts out of accumulated other comprehensive loss for the same period.

The aggregate fair value of securities held by the Company in an unrealized loss position for less than twelve months as of September 30, 2017 and December 31, 2016 was \$775.2 million and \$376.1 million, respectively. As of September 30, 2017 and December 31, 2016, there were \$79.1 million and \$95.5 million in securities held by the Company in an unrealized loss position for more than twelve months. 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 any other-than-temporary impairment as of September 30, 2017 and December 31, 2016.

Contingent consideration

On June 30, 2014, the Company acquired Pregenen. In connection with the acquisition, the Company recorded contingent consideration pertaining to the amounts potentially payable to Pregenen's former equityholders pursuant to the Stock Purchase Agreement (the "Stock Purchase Agreement") by and among the Company, Pregenen and 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 condensed 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 and internal 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 and internal 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 14.6% to 15.8%. Significant increases or decreases in any of the probabilities of success would result in a significantly higher or lower fair value measurement, respectively. Significant increases or decreases in the other inputs would result in a significantly lower or higher fair value measurement, respectively.

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

	For the Nine Months Ended September 30, 2017	
Fair value, beginning of period	\$	7,756
Additions		—
Changes in fair value		205
Payments		(5,000)
Fair value, end of period	\$	<u>2,961</u>

The Company may be required to make up to \$120.0 million in remaining future contingent cash payments to the former equityholders of Pregenen upon the achievement of certain milestones related to the Pregenen technology, of which \$20.1 million relates to clinical milestones and \$99.9 million relates to commercial milestones. The clinical and commercial milestone achievement end dates are between 2021 and 2028. During the nine months ended September 30, 2017, a \$5.0 million preclinical milestone was achieved and paid to the former equityholders of Pregenen. The remaining \$3.0 million contingent consideration obligation is reflected as a non-current liability in the condensed consolidated balance sheet as of September 30, 2017.

5. Property and equipment, net

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

	As of September 30, 2017	As of December 31, 2016
Building	\$ 161,817	\$ —
Computer equipment and software	5,065	1,655
Office equipment	4,196	1,427
Laboratory equipment	23,191	16,305
Leasehold improvements	116	13,697
Construction-in-progress	1,212	136,315
Total property and equipment, gross	<u>195,597</u>	<u>169,399</u>
Less accumulated depreciation and amortization	(13,239)	(12,444)
Total property and equipment, net	<u>\$ 182,358</u>	<u>\$ 156,955</u>

As of September 30, 2017, total property and equipment, gross, includes \$161.8 million related to the Company's headquarters at 60 Binney Street in Cambridge, Massachusetts, of which \$154.8 million was incurred by the landlord. The majority of the 60 Binney Street building was placed into service during the first quarter of 2017 with the remainder placed into service during the second

quarter of 2017. Construction-in-progress as of December 31, 2016 included \$126.9 million related to remaining construction costs at 60 Binney Street, of which \$120.1 million was incurred by the landlord. Please refer to Note 7, "Commitments and contingencies," for further information.

6. Accrued expenses and other current liabilities

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

	As of September 30, 2017	As of December 31, 2016
Accrued goods and services	\$ 24,193	\$ 34,275
Employee compensation	12,339	11,296
Accrued license and milestone fees	3,367	2,464
Accrued professional service fees	1,391	1,492
Financing lease obligation, current portion	815	—
Contingent consideration, current portion	—	4,479
Other	490	654
Total accrued expenses and other current liabilities	<u>\$ 42,595</u>	<u>\$ 54,660</u>

7. Commitments and contingencies

The Company is party to various agreements, principally relating to licensed technology, that require future payments relating to milestones not met at September 30, 2017 and December 31, 2016 or royalties on future sales of specified products.

The Company enters into standard indemnification agreements in the ordinary course of business. Pursuant to these 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 or customers, in connection with claims by any third party with respect to the Company's products or business activities. 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.

Operating Lease Commitments

On June 3, 2013, the Company entered into a nine-year building lease for approximately 43,600 square feet of space located at 150 Second Street, Cambridge, Massachusetts, which commenced in December 2013. This lease was amended in June 2014 to add approximately 9,900 square feet. The lease originally had monthly lease payments of \$0.2 million for the first 12 months, which increased to \$0.3 million per month beginning in December 2014 due to the lease amendment, with annual rent escalations thereafter. Rent expense is recognized on a straight-line basis over the term of the lease. The lease provided a contribution from the landlord towards the initial build-out of the space of up to \$7.8 million. The Company capitalized the leasehold improvements as property and equipment and recorded the landlord incentive payments received as deferred rent and amortized these amounts as reductions to rent expense over the lease term. In addition, in accordance with the lease, the Company entered into a \$0.6 million cash-collateralized irrevocable standby letter of credit naming the landlord as beneficiary, which was released during the third quarter of 2017.

On September 30, 2016, the Company entered into an Assignment and Assumption of Lease ("Assignment") relating to its lease at 150 Second Street. Under the Assignment, the Company assigned all of its rights, interests, obligations and responsibilities under the lease effective May 1, 2017. Accordingly, \$8.3 million of tenant improvement assets were disposed and \$8.0 million of non-current deferred rent was removed from the condensed consolidated balance sheets as of June 30, 2017, with the resulting loss of \$0.3 million recorded within the condensed consolidated statement of operations and comprehensive loss during the second quarter of 2017.

On June 29, 2015, the Company entered into a lease agreement for office space located at 215 First Street, Cambridge, Massachusetts. Under the terms of the lease, the Company leased approximately 15,120 square feet starting on July 13, 2015 for \$0.5 million per year in base rent, which was subject to a 3% annual rent increase plus certain operating expenses and taxes. The lease term was until August 31, 2020, and included early termination provisions that could allow the Company to terminate the lease without penalty at the end of the 20th full calendar month following the delivery of the premises if the Company meets certain conditions specified within the lease. Under the terms of the lease, the Company also leased an additional 8,075 square feet of office space in the same premises starting on January 1, 2016 for an additional \$0.3 million per year in base rent, which was subject to a 3% annual rent increase plus certain operating expenses and taxes. The Company terminated this lease effective April 12, 2017.

On June 3, 2016, the Company entered into a strategic 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 is 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 the third milestone of \$3.0 million during the first quarter of 2017. Following construction completion, 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 any time after July 1, 2016 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 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 is expected to be paid in mid-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 six months' notice and a one-time termination fee prior to July 1, 2018, or twelve months' notice and a one-time termination fee thereafter. 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 additional office and laboratory space located in a building (the "Building") at 60 Binney Street, Cambridge, Massachusetts (the "60 Binney Street Lease"). 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 was 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 was deemed for accounting purposes to be the owner of the Building during the construction period. Accordingly, costs that were 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 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 condensed 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 condensed consolidated balance sheets. Tenant improvement costs that are not reimbursable by the landlord are only recorded in “Property and equipment, net” on the Company’s condensed 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 \$4.1 million and \$7.8 million for the three and nine months ended September 30, 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 has been constructed, 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 three and nine months ended September 30, 2017 and 2016, the Company recognized \$0.5 million and \$1.4 million of non-cash rental expense attributable to the land, respectively.

As of September 30, 2017, Property and equipment, net, includes \$161.8 million related to the Building, of which \$154.8 million has been incurred by the landlord. As of September 30, 2017, Tenant improvements receivable of \$2.7 million, which consists of tenant improvement costs reimbursable by the landlord that had not yet been received, was recorded in the condensed consolidated balance sheets.

As of December 31, 2016, Property and equipment, net, included \$126.9 million related to the Building, of which \$120.1 million had been incurred by the landlord. As of December 31, 2016, Tenant improvements receivable was \$8.5 million.

8. Significant agreements

Celgene Corporation

Original Collaboration Agreement

On March 19, 2013, the Company entered into a Master Collaboration Agreement (the “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.

Under the terms of the 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 I clinical studies, if any, during the initial term of the 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 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.

Amended Collaboration Agreement

On June 3, 2015, the Company and Celgene amended and restated the Collaboration Agreement (the “Amended Collaboration Agreement”). Under the Amended Collaboration Agreement, the parties will now focus the collaboration exclusively on anti- B-cell maturation antigen (“BCMA”) product candidates for a new three-year term. In connection with the Amended Collaboration Agreement, the Company received an upfront, 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 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 I clinical study of such product candidate.

On a product candidate-by-product candidate basis, up through a specified period following enrollment of the first patient in an initial Phase I 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 candidate pursuant to a written agreement, the form of which the Company has already agreed upon. In the event that Celgene exercises its option with respect to any product candidate, the Company may elect to co-develop and co-promote the product candidate in the United States, provided that, if the Company does not exercise its option to co-develop and co-promote the first product candidate in-licensed by Celgene under the Amended Collaboration Agreement, then the Company will not be permitted to exercise its option to co-develop and co-promote any future product candidates under the Amended Collaboration Agreement. If Celgene elects to exercise its option to exclusively in-license a product candidate, it must pay the Company an option fee in the amount of \$10.0 million for the first product candidate and \$15.0 million for any additional product candidates.

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 Collaboration Agreement, pursuant to an executed license agreement entered into by the parties on February 16, 2016, and paid the associated \$10.0 million option fee.

The Company may now exercise its option to co-develop and co-promote bb2121 within the United States, which it currently expects to elect. The Company’s election to co-develop and co-promote must be made by the substantial completion of the ongoing Phase I trial of bb2121. If elected, the Company will share equally in all costs relating to developing, commercializing and manufacturing the product candidate within the United States. Under this scenario, the Company may receive, per product, 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 bb2121 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 United States, subject to certain reductions.

In the event the Company does not exercise its option to co-develop and co-promote bb2121, 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 bb2121 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.

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 Collaboration Agreement, pursuant to an executed license agreement entered into by the parties on September 28, 2017 and paid the associated \$15.0 million option fee.

The Company may also be permitted to exercise its option to co-develop and co-promote bb21217. Under this scenario, the Company may receive, per product, 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 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 United States, 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’s Amended Collaboration Agreement with Celgene contains the following deliverables: (i) research and development services, (ii) participation on the JSC, (iii) participation on the patent committee, (iv) a license to the first product candidate, bb2121, (v) manufacture of vectors and associated payload for incorporation into the first optioned product candidate, bb2121, under the license, and (vi) participation on the Joint Governance Committee (“JGC”) under the co-development and co-promotion agreement for the first optioned product candidate, bb2121, under the license.

The license to the first product candidate, bb2121, was considered a deliverable at the inception of the arrangement and therefore the associated option fee was included in allocable arrangement consideration as the Company believed there was minimal risk with regard to whether Celgene will exercise the option based on the successful completion of preclinical activities and proximity of enrollment of the first patient in an initial Phase I clinical study for this product candidate. The Company determined that the obligation within the license to manufacture or have manufactured supplies of vectors and associated payloads for bb2121 is a deliverable.

However, the Company determined that the options to license any additional product candidates were substantive options and therefore were not considered deliverables at execution of the Amended Collaboration Agreement. Celgene was not contractually obligated to exercise the options. Additionally, as a result of the uncertain outcome of the discovery, research and development activities, the Company was at risk with regard to whether Celgene would exercise the options to license additional product candidates. Moreover, the Company determined that the options were not priced at a significant and incremental discount. Accordingly, the options to other product candidates were not considered deliverables and the associated option fees were not included in allocable arrangement consideration.

Upon execution of the Amended Collaboration Agreement in June 2015, the Company concluded that each of the three delivered elements at the inception of the agreement (research and development services, participation on the JSC and participation on the patent committee) had standalone value from the other undelivered elements. Additionally, the Amended Collaboration Agreement does not include return rights related to the collaboration term. Accordingly, each deliverable qualified as a separate unit of accounting.

The Company determined that each of the delivered elements had the same period of performance (the three year term through projected initial Phase I clinical study substantial completion) and the same pattern of revenue recognition, ratably over the period of performance as there was no other discernible pattern of recognition. The Company identified the allocable arrangement consideration as the \$25.0 million up-front research and development funding payment, \$10.0 million option fee for the first product candidate, \$20.0 million related to remaining deferred revenue from the original Collaboration Agreement, and \$54.1 million of contingent revenue related to the estimated amounts that will be received from Celgene for manufacturing services. The \$109.0 million total allocable arrangement consideration was allocated based on the relative estimated selling price of the separate units of accounting at the inception of the amended agreement, resulting in \$17.3 million allocated to the three delivered elements at the inception of the agreement, which will be recognized over an initial three year term.

The Company determined that each of the identified deliverables that qualify as a separate unit of accounting continue to have the same period of performance (the three year term through projected initial Phase I clinical study substantial completion) and the same pattern of revenue recognition, ratably over the period of performance as there is no other discernible pattern of recognition, and therefore there is no change in the recognition of \$17.3 million allocated to these three elements. As of September 30, 2017, this will continue to be recognized over a three-year term that began in June 2015.

However, the Company concluded that the license to bb2121 does not have standalone value from the post-initial Phase I manufacture of vectors and associated payload for bb2121 under the license, because the manufacturing is essential to the license agreement. The Company is required to reassess its conclusions on standalone value of deliverables upon delivery. As of September 30, 2017, the Company determined that there were no changes to its initial conclusion and that the bb2121 license agreement continues to not have standalone value from the manufacturing services. Accordingly, these two deliverables continue to qualify as a single combined unit of accounting.

The Company evaluated all of the milestones that may be received in connection with Celgene's option to license a product candidate resulting from the collaboration. In evaluating if a milestone is substantive, the Company assesses whether (i) the consideration is commensurate with either the Company's performance to achieve the milestone or the enhancement of the value of the delivered item(s) as a result of a specific outcome resulting from the Company's performance to achieve the milestone, (ii) the consideration relates solely to past performance and, (iii) the consideration is reasonable relative to all of the deliverables and payment terms within the arrangement. All clinical and regulatory milestones that may be received under the option to the license agreement are considered substantive on the basis of the contingent nature of the milestone, specifically reviewing factors such as the scientific, clinical, regulatory, commercial and other risks that must be overcome to achieve the milestone as well as the level of effort and investment required. Accordingly, such amounts will be recognized as revenue in full in the period in which the associated milestone is achieved, assuming all other revenue recognition criteria are met. All commercial milestones will be accounted for in the same manner as royalties and recorded as revenue upon achievement of the milestone, assuming all other revenue recognition criteria are met.

Research and development services

The Company recognized revenue related to research and development services of \$1.6 million and \$4.7 million in the three and nine months ended September 30, 2017, respectively. The Company recognized revenue related to research and development services of \$1.6 million and \$4.7 million in the three and nine months ended September 30, 2016, respectively.

bb2121 license and manufacturing services

Revenue recognition for the combined unit of accounting commenced during the first quarter of 2017 after the Company reached agreement with Celgene regarding the budget and timing for such manufacturing services. The Company recognizes revenue associated with the combined unit of accounting using the proportional performance method. In using this method, the Company estimated, through discussions with Celgene regarding their development plan for bb2121, the proportion of effort it incurred as a percentage of total effort it expects to incur and applied this ratio to the total estimated budget for the post-initial Phase I manufacture of vectors and associated payload for bb2121. In developing the total estimated budget, management assumed that the Company will exercise its option to co-develop and co-promote bb2121 and therefore is currently recognizing revenue related to 67.5% of worldwide development costs incurred, which represents the percentage the Company is contractually entitled to bill Celgene under the cost share provisions of the co-develop and co-promote agreement, upon its execution.

In the event the Company does not exercise its option to co-develop and co-promote bb2121, the Company expects to recognize the remaining 32.5% of worldwide development costs, as Celgene would be responsible for 100% of costs incurred, plus a markup. Actual costs could materially differ from these estimates, and management has applied significant judgment in the process of developing its budget estimates. Any changes to these estimates will be recognized in the period in which they change as a cumulative catch up.

Assuming the co-develop and co-promote agreement is executed and other revenue recognition criteria have been met, the Company expects to recognize approximately \$89.8 million, before any offsetting expenses reimbursable to Celgene, between the commencement of post-Phase I development in the first quarter of 2017 and the end of development in 2021. The period of performance and recognition pattern will be revisited as the development plan changes or if other events impacting the deliverables occur.

The Company recognized revenue related to the combined unit of account of \$7.7 million and \$18.6 million in the three and nine months ended September 30, 2017, respectively. As noted above, revenue recognition for the combined unit of accounting commenced during the first quarter of 2017 and as such there was no revenue recognized related to the combined unit of account in the comparative periods in 2016.

Other

The Company recognized revenue of \$0.6 million for the nine months ended September 30, 2017 related to other development costs incurred, which are billable to Celgene under the collaboration agreement.

Costs incurred and billable by Celgene to the Company under the co-develop and co-promote agreement were \$4.0 million and \$5.6 million for the three and nine months ended September 30, 2017, respectively, and are recorded as an offset to collaboration revenue in the condensed consolidated statements of operations.

Accounting Analysis – bb21217

On September 22, 2017, Celgene exercised its option to obtain an exclusive worldwide license to develop and commercialize bb21217 pursuant to an executed license agreement (the “bb21217 License Agreement”) entered into by the parties on September 28, 2017, and paid the associated \$15.0 million option fee.

The Company’s bb21217 License Agreement with Celgene contains the following deliverables: (i) research and development services, (ii) a license to bb21217, (iii) manufacture of vectors and associated payload for incorporation into the optioned product candidate, bb21217, under the license, and (iv) participation on the JGC under the co-development and co-promotion agreement for the optioned product candidate, bb21217, under the license.

Upon execution of the bb21217 License Agreement in September 2017, the Company concluded that the research and development services, which were delivered at the inception of the arrangement, have standalone value from the license to bb21217 and manufacture of vectors and associated payload for incorporation into the optioned product candidate under the license.

However, the Company concluded that the license to bb21217 does not have standalone value from one of the undelivered elements, the post-initial Phase I manufacture of vectors and associated payload for bb21217 under the license, because the manufacturing is essential to the license agreement. Accordingly, these two deliverables qualify as a single combined unit of accounting.

The Company evaluated all of the milestones that may be received in connection with Celgene's option to license a product candidate resulting from the collaboration. In evaluating if a milestone is substantive, the Company assesses whether (i) the consideration is commensurate with either the Company's performance to achieve the milestone or the enhancement of the value of the delivered item(s) as a result of a specific outcome resulting from the Company's performance to achieve the milestone, (ii) the consideration relates solely to past performance and, (iii) the consideration is reasonable relative to all of the deliverables and payment terms within the arrangement. All clinical and regulatory milestones that may be received under the option to the license agreement are considered substantive on the basis of the contingent nature of the milestone, specifically reviewing factors such as the scientific, clinical, regulatory, commercial and other risks that must be overcome to achieve the milestone as well as the level of effort and investment required. Accordingly, such amounts will be recognized as revenue in full in the period in which the associated milestone is achieved, assuming all other revenue recognition criteria are met. All commercial milestones will be accounted for in the same manner as royalties and recorded as revenue upon achievement of the milestone, assuming all other revenue recognition criteria are met.

During the three and nine months ended September 30, 2017, the Company did not recognize any revenue under the bb21217 License Agreement.

As of September 30, 2017 and December 31, 2016, there was \$49.5 million and \$46.4 million, respectively, of total deferred revenue related to the Company's collaboration with Celgene, which is classified as current or non-current in the condensed consolidated balance sheets. As of September 30, 2017, Deferred revenue, net of current portion includes \$14.5 million related to bb2121 and \$13.1 million related to bb21217.

As of September 30, 2017, Other current assets and receivables includes a \$5.7 million receivable related to cost reimbursement from Celgene for bb2121 development costs incurred to date, net of costs incurred and billable by Celgene to the Company of \$5.6 million. There was no receivable from Celgene as of December 31, 2016.

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 approval, 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. Nonrefundable license fees are recognized as revenue upon delivery provided there are no undelivered elements in the arrangement. At the date of contract inception, only one deliverable was identified and accordingly the entire nonrefundable license fee was recognized.

Given that there were no further deliverables identified in the contract, all regulatory milestones will be recognized as revenue in full in the period in which the associated milestone is achieved, assuming all other revenue recognition criteria are met.

In August 2017, Novartis received FDA approval for KYMRIAH™ and as a result the Company recognized revenue of \$2.5 million as a result of the achievement of a related milestone. During the three and nine months ended September 30, 2017, the Company recognized license revenue of \$2.5 million and \$10.0 million, respectively, in connection with this arrangement, as there were no other undelivered elements in the arrangement. The cost of Novartis license revenue was \$1.1 million and \$1.4 million for the three and nine months ended September 30, 2017, respectively.

GlaxoSmithKline Intellectual Property Development Limited

On April 28, 2017, the Company entered into a worldwide license agreement with 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. Nonrefundable license fees are recognized as revenue upon delivery provided there are no undelivered elements in the arrangement. At the date of contract inception, only one deliverable was identified and accordingly the entire nonrefundable license fee was recognized as revenue.

Given that there were no further deliverables identified in the contract, all regulatory milestones will be recognized as revenue in full in the period in which the associated milestone is achieved, assuming all other revenue recognition criteria are met.

During the three and nine months ended September 30, 2017, the Company recognized revenue of \$3.0 million associated with the delivery of the license, as there were no other undelivered elements in the arrangement. The cost of GSK license revenue was \$0.1 million for the three and nine months ended September 30, 2017.

9. Equity

In June 2017, the Company sold 4,831,500 shares of common stock (inclusive of 571,500 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.

10. Stock-based compensation

In January 2017, the number of shares of common stock available for issuance under the 2013 Stock Option and Incentive Plan ("2013 Plan") was increased by approximately 1.6 million shares as a result of the automatic increase provision of the 2013 Plan. As of September 30, 2017, the total number of shares of common stock available for issuance under the 2013 Plan was approximately 1.7 million.

Stock-based compensation expense

Stock-based compensation expense by award type included within the condensed consolidated statements of operations and comprehensive loss was as follows (in thousands):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2017	2016	2017	2016
Stock options	\$ 10,786	\$ 8,294	\$ 30,892	\$ 26,278
Restricted stock units	3,067	1,495	7,659	4,248
Employee stock purchase plan	130	116	402	305
	<u>\$ 13,983</u>	<u>\$ 9,905</u>	<u>\$ 38,953</u>	<u>\$ 30,831</u>

As of September 30, 2017, the Company had \$122.5 million of unrecognized stock-based compensation expense related to unvested stock options, restricted stock units and the employee stock purchase plan, which is expected to be recognized over a weighted-average period of 2.7 years.

Stock-based compensation expense by classification included within the condensed consolidated statements of operations and comprehensive loss was as follows (in thousands):

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2017	2016	2017	2016
Research and development	\$ 7,049	\$ 5,399	\$ 19,500	\$ 15,410
General and administrative	6,934	4,506	19,453	15,421
	<u>\$ 13,983</u>	<u>\$ 9,905</u>	<u>\$ 38,953</u>	<u>\$ 30,831</u>

Stock options

The following table summarizes the stock option activity under the Company's equity award plans (shares in thousands):

	Shares	Weighted-average exercise price per share
Outstanding at December 31, 2016	3,735	\$ 52.17
Granted	1,066	\$ 83.88
Exercised	(613)	\$ 23.59
Canceled or forfeited	(172)	\$ 83.09
Outstanding at September 30, 2017	4,016	\$ 63.62
Exercisable at September 30, 2017	2,037	\$ 49.05
Vested and expected to vest at September 30, 2017	4,016	\$ 63.62

During the nine months ended September 30, 2017, 0.6 million shares of common stock were exercised, resulting in total proceeds to the Company of \$14.5 million. In accordance with the Company's equity award plans, the shares were issued from a pool of shares reserved for issuance under the equity award plans.

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, 2016	263	\$ 63.07
Granted	297	\$ 84.79
Vested	(78)	\$ 73.58
Forfeited	(26)	\$ 63.18
Unvested balance at September 30, 2017	456	\$ 75.41

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 initial public offering on June 24, 2013. The 2013 ESPP authorizes the initial issuance of up to a total of 238,000 shares of the Company's common stock to participating employees. The first offering period under the 2013 ESPP opened on August 1, 2014. During the nine months ended September 30, 2017 and 2016, 20,773 shares and 18,338 shares of common stock were issued under the 2013 ESPP, respectively.

11. Income taxes

Deferred tax assets and deferred tax liabilities are recognized based on temporary differences between the financial reporting and tax basis of assets and liabilities using statutory rates. 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.

12. 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):

	For the Three and Nine Months Ended September 30,	
	2017	2016
Outstanding stock options	4,016	3,867
Restricted stock units	456	254
ESPP shares	10	12
	<u>4,482</u>	<u>4,133</u>

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following information should be read in conjunction with the unaudited financial information and the notes thereto included in this Quarterly Report on Form 10-Q and the audited financial information and the notes thereto included in our Annual Report on Form 10-K, which was filed with the Securities and Exchange Commission, or the SEC, on February 22, 2017.

Except for the historical information contained herein, the matters discussed in this Quarterly Report on Form 10-Q may be deemed to be forward-looking statements that involve risks and uncertainties. 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. In this Quarterly Report on Form 10-Q, words such as "may," "expect," "anticipate," "estimate," "intend," "plan," and similar expressions (as well as other words or expressions referencing future events, conditions or circumstances) are intended to identify forward-looking statements.

Our actual results and the timing of certain events may differ materially from the results discussed, projected, anticipated, or indicated in any forward-looking statements. We caution you that forward-looking statements are not guarantees of future performance and that our actual results of operations, financial condition and liquidity, and the development of the industry in which we operate may differ materially from the forward-looking statements contained in this Quarterly Report. In addition, even if our results of operations, financial condition and liquidity, and the development of the industry in which we operate are consistent with the forward-looking statements contained in this Quarterly Report, they may not be predictive of results or developments in future periods.

The following information and any forward-looking statements should be considered in light of factors discussed elsewhere in this Quarterly Report on Form 10-Q, including those risks identified under Part II, Item 1A. Risk Factors.

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 potential application in these areas. 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 to treat transfusion-dependent β -thalassemia, or TDT, and to treat severe sickle cell disease, or severe SCD, and our Lenti-D[™] product candidate to treat 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, which we have exclusively licensed to Celgene Corporation, or Celgene.

We are conducting four clinical studies of our LentiGlobin product candidate: a Phase I/II study in the United States, Australia, and Thailand for the treatment of subjects with TDT, called the Northstar Study (HGB-204); a multi-site, international, Phase III study for the treatment of subjects with TDT and a non- β^0/β^0 genotype, called the Northstar-2 Study (HGB-207); a single-center Phase I/II study in France for the treatment of subjects who with TDT or with severe SCD (HGB-205); and a multi-site Phase I study in the United

States for the treatment of subjects with severe SCD (HGB-206). We have achieved our enrollment target of 18 patients in the Northstar Study. We have achieved our enrollment target for the adult and adolescent cohort in the Northstar-2 Study. In addition, we intend to initiate our planned Phase III study of our LentiGlobin product candidate for patients with TDT and a β^0/β^0 genotype, called the Northstar-3 Study (HGB-212). Both TDT and severe SCD are rare, hereditary blood disorders that often lead to severe anemia and shortened lifespans. Our LentiGlobin product candidate has been granted Orphan Drug status by the U.S. Food and Drug Administration, or FDA, and the European Medicines Agency, or EMA, for the treatment of 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 severe SCD. The FDA has granted Breakthrough Therapy designation to our LentiGlobin product candidate for the treatment of transfusion-dependent patients with β -thalassemia major. The EMA has granted access to its Priority Medicines (PRIME) scheme for our LentiGlobin product candidate for the treatment of TDT. Based on our discussions with the EMA, we believe that we may be able to seek conditional approval for our LentiGlobin product candidate, with our improved manufacturing process, for the treatment of subjects with TDT and a non- β^0/β^0 genotype on the basis of the totality of the clinical data from our ongoing studies with LentiGlobin. For efficacy, we believe that the Northstar Study and supportive ongoing HGB-205 study, together with the data available from our ongoing Northstar-2 Study and our long-term follow-up study LTF-303, could support the filing of a marketing authorization application in the European Union. This plan is contingent upon all of the studies conducted in patients with TDT with the LentiGlobin product candidate demonstrating sufficient efficacy and safety, and in particular, transfusion independence (the primary endpoint) and reduction in transfusion requirements (a secondary endpoint), for efficacy analyses in the Northstar, HGB-205 and Northstar-2 studies.

We are conducting a multi-site, international, Phase II/III clinical study of our Lenti-D product candidate, called the Starbeam Study (ALD-102), for the treatment of subjects with CALD, a rare, hereditary neurological disorder that is often fatal. Our Lenti-D product candidate has been granted Orphan Drug status by the FDA and the EMA for the treatment of adrenoleukodystrophy. In October 2013, we announced that the first subject had been treated in this study and in May 2015 we announced the achievement of enrollment of 18 subjects in this study. In December 2016, we announced that we intend to expand the Starbeam Study to enroll up to eight additional subjects. We are also conducting an observational study of subjects with CALD treated by allogeneic hematopoietic stem-cell transplant referred to as the ALD-103 study.

In March 2013, we entered into a global strategic collaboration with Celgene Corporation, or Celgene, to discover, develop and commercialize chimeric antigen receptor-modified T cells, or CAR T cells, as potentially disease-altering therapies in oncology. This collaboration had an initial term of three years, and Celgene made a \$75.0 million up-front, non-refundable cash payment to us as consideration for entering into the collaboration. In June 2015, we amended and restated the collaboration agreement, or the Amended Collaboration Agreement, to focus exclusively on anti-BCMA product candidates for a new three-year term. B-cell maturation antigen, or BCMA, is a cell surface protein that is expressed on normal plasma cells and on most multiple myeloma cells, but is absent from other normal tissues. As consideration for the Amended Collaboration Agreement, we received an upfront, non-refundable cash payment of \$25.0 million to fund research and development under the collaboration. In February 2016, we initiated a Phase I clinical study of bb2121, the first anti-BCMA product candidate from our collaboration, and we exclusively licensed to Celgene the right to develop and commercialize bb2121. Celgene announced plans to initiate a pivotal trial for bb2121 in relapsed/ refractory multiple myeloma in 2017. We may elect to co-develop and co-promote bb2121, and any other product candidates in the United States under this collaboration arrangement. In September 2017, we initiated a Phase I clinical study of bb21217, the second anti-BCMA CAR T cell product candidate arising from this collaboration with Celgene. Also in September 2017, Celgene exercised its option to exclusively license to develop and commercialize bb21217 and paid to us an option fee of \$15.0 million. During the nine months ended September 30, 2017 and September 30, 2016, we recognized \$18.2 million and \$4.6 million of revenue associated with our collaboration with Celgene. As of September 30, 2017, and December 31, 2016, we have classified \$49.5 million and \$46.4 million, respectively, of deferred revenue related to our collaboration with Celgene as current or non-current in the accompanying balance sheets.

In June 2014, we acquired Precision Genome Engineering, Inc., or Porgen, a privately-held biotechnology company headquartered in Seattle, Washington. Through the acquisition, we obtained rights to Porgen's gene editing and cell signaling technology. 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 Porgen technology. As of September 30, 2017, 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 \$3.0 million as of September 30, 2017, all of which is classified as a non-current liability on our condensed consolidated balance sheet.

As of September 30, 2017, we had cash, cash equivalents and marketable securities of approximately \$1.1 billion. We expect that our existing cash, cash equivalents and marketable securities will be sufficient to fund our current operations into 2020.

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 loss was \$78.8 million and \$218.4 million for the three and nine months ended September 30, 2017, respectively, and our accumulated deficit was \$796.6 million as of September 30, 2017. Substantially all of 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, Lenti-D, bb2121, and bb21217 product candidates;
- increase research and development-related activities for the discovery and development of oncology product candidates;
- continue our research and development efforts;
- manufacture clinical study materials and establish the infrastructure necessary to support and develop large-scale manufacturing capabilities;
- seek regulatory approval for our product candidates; and
- add personnel to support our product development and commercialization efforts.

We do not expect to generate revenue from product sales unless and until we successfully complete development and obtain regulatory approval for one or more of our product candidates, which we expect will take a number of years and is subject to significant uncertainty. We have no commercial-scale manufacturing facilities, and 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; and we do not yet have a sales and marketing organization. If 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

Revenues

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.

Collaboration revenue is generated exclusively from our collaboration arrangement with Celgene, which was amended in 2015. The terms of this amended arrangement contain multiple deliverables, which include: (i) research and development services, (ii) participation on the joint steering committee, (iii) participation on the patent committee, (iv) a license to the first product candidate, bb2121, (v) manufacture of vectors and associated payload for incorporation into the first optioned product candidate, bb2121, under the license, and (vi) participation on the joint governance committee (“JGC”) under the co-development and co-promotion agreement for the first optioned product candidate, bb2121, under the license. We recognize arrangement consideration allocated to each unit of accounting when all of the revenue recognition criteria in Financial Accounting Standards Board, or FASB, Accounting Standards Codification, or ASC, Topic 605, *Revenue Recognition*, or ASC 605, are satisfied for that particular unit of accounting.

As of September 30, 2017, the collaboration now also includes a license to a second product candidate, bb21217, the deliverables as part of which include: (i) research and development services, (ii) a license to the second product candidate, bb21217, (iii) manufacture of vectors and associated payload for incorporation into the second optioned product candidate, bb21217, under the

license, and (iv) participation on the JGC under the co-development and co-promotion agreement for the second optioned product candidate, bb21217, under the license.

We expect that \$17.3 million of revenue from the Celgene arrangement, which is primarily associated with bb2121 research and development services, will be recognized ratably over the associated period of performance, which was estimated to be three years from the date of the agreement in June 2015. Assuming the co-develop and co-promote agreement is executed and other revenue recognition criteria have been met, we expect to recognize approximately \$89.8 million, before any offsetting expenses reimbursable to Celgene, associated with the license to bb2121 and the manufacture of vector and associated payload for bb2121 following the initial Phase I study. This will be recognized using the proportional performance method between 2017 and 2021. The period of performance and recognition pattern will be revisited as the development plan changes or if other events impacting the deliverables occur.

We expect that revenue from the bb21217 out-license arrangement with Celgene associated with research and development services will be recognized ratably over a period of performance of approximately two years. Assuming the co-develop and co-promote agreement is executed and other revenue recognition criteria have been met, we expect to recognize revenue associated with the license to bb21217 and the manufacture of vector and associated payload for bb21217 following the initial Phase I study using the proportional performance method. The period of performance and recognition pattern will be revisited as the development plan changes or if other events impacting the deliverables occur. As of September 30, 2017, we did not recognize revenue under the bb21217 out-license arrangement with Celgene.

License revenue is generated from our out-license agreements with Novartis Pharma AG, or Novartis, and GlaxoSmithKline Intellectual Property Development Limited, or GSK. Under our out-licensing agreements we may also recognize revenue from potential future milestone payments and royalties. Financial terms of our out-licensing agreement with Novartis include \$5.0 million of potential future milestone payments, \$1.1 million of payments for each subsequently licensed product, as well as low single digit royalty payments on net sales of covered products. Financial terms of our agreement with GSK include \$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.

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;
- facilities, depreciation, and other expenses, which include direct and allocated expenses for rent and maintenance of facilities, insurance, information technology, and other supplies;
- costs associated with our research platform and preclinical activities;
- 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. We cannot determine with certainty the duration and completion costs of the current or future clinical studies of our product candidates or if, when, or to what extent we will generate revenues from the commercialization and sale of any of our product candidates that obtain regulatory approval. We may never succeed in achieving regulatory approval for any of our product candidates. The duration, costs, and timing of clinical studies and development of our product candidates will depend on a variety of factors, 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.

A change in the outcome of any of these variables with respect to the development of a product candidate could mean a significant change in the costs and timing associated with the development of that product candidate. For example, if the FDA, or another regulatory authority were to require us to conduct clinical studies beyond those that we currently anticipate will be required for the completion of clinical development of a product candidate or if we experience significant delays in enrollment in any of our clinical studies, we could be required to expend significant additional financial resources and time on the completion of clinical development for our product candidates.

We plan to increase our research and development expenses for the foreseeable future as we continue to advance the clinical development of our Lenti-D and LentiGlobin product candidates, conduct research and development activities in the field of oncology and continue the research and development of product candidates using our gene editing technology platform. Our research and development activities include the following:

- We are conducting the Starbeam Study (ALD-102), a Phase II/III clinical study to examine the safety and efficacy of our Lenti-D product candidate in the treatment of subjects with CALD. In May 2015, we announced that this study has been fully enrolled. In December 2016, we announced that we are amending the protocol for this study to enroll up to an additional eight subjects.
- We are conducting the Northstar Study (HGB-204), a Phase I/II clinical study in the United States, Australia and Thailand to study the safety and efficacy of our LentiGlobin product candidate in the treatment of subjects with TDT. In March 2014, we announced that the first subject had been treated in this study. In May 2016, we announced that this study has been fully enrolled.
- We are conducting the HGB-205 study, a Phase I/II clinical study in France to study the safety and efficacy of our LentiGlobin product candidate in the treatment of subjects with TDT and of subjects with severe SCD. In December 2013, we announced that the first subject with TDT had been treated in this study and in October 2014, we announced that the first subject with severe SCD had been treated in this study. In February 2017, we announced that this study has been fully enrolled.
- We are conducting the HGB-206 study, a Phase I clinical study in the United States to study the safety and efficacy of our LentiGlobin product candidate in the treatment of subjects with severe SCD. In June 2015, we announced that the first subject with severe SCD had been treated in this study. In October 2016, we announced that we have amended the protocol for this study to incorporate several process changes and to expand enrollment.
- We are conducting the Northstar-2 Study (HGB-207), a Phase III study at multiple sites internationally to examine the safety and efficacy of our LentiGlobin product candidate in the treatment of subjects with TDT and a non- β^0/β^0 genotype. In December 2016, we announced that the first subject had been treated in this study. In August 2017, we announced that the adult and adolescent cohort for this study has been fully enrolled.
- In 2017, we are planning to initiate the Northstar-3 Study (HGB-212), a Phase III study at multiple sites internationally to examine the safety and efficacy of our LentiGlobin product candidate in the treatment of subjects with TDT and a β^0/β^0 genotype.
- We are conducting the CRB-401 study, a Phase I clinical study in the United States to study the safety and efficacy of the bb2121 product candidate in the treatment of subjects with relapsed/refractory multiple myeloma. In February 2016, we announced that the first subject with relapsed/refractory multiple myeloma had been treated in this study.
- We are conducting the CRB-402 study, a Phase I clinical study of bb21217, our next-generation anti-BCMA product candidate in the treatment of subjects with relapsed/refractory multiple myeloma. In September 2017, we announced that the first subject with relapsed/refractory multiple myeloma had been treated in this study.
- We will continue to manufacture clinical study materials in support of our clinical studies.

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, 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 personnel and other expenses in the table below:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2017	2016	2017	2016
	(in thousands)		(in thousands)	
LentiGlobin	\$ 19,346	\$ 16,154	\$ 63,014	\$ 45,898
Lenti-D	3,680	5,663	11,366	10,956
bb2121	7,080	3,613	21,644	8,900
bb21217	2,483	—	2,483	—
Pre-clinical programs	4,110	20,856	15,332	29,378
Total direct research and development expense	36,699	46,286	113,839	95,132
Employee-and contractor-related expenses	5,284	4,015	14,947	12,401
Stock-based compensation expense	7,049	5,399	19,500	15,410
Platform-related expenses	5,762	2,767	13,380	9,178
Facility expenses	6,465	5,209	18,152	14,606
Other expenses	286	295	646	915
Unallocated personnel and other expenses	24,846	17,685	66,625	52,510
Total research and development expense	\$ 61,545	\$ 63,971	\$ 180,464	\$ 147,642

The costs associated with our bb21217 program were included in pre-clinical programs in the table shown above for the three and nine months ended September 30, 2016. The costs associated with our bb21217 program are presented separately in the table above for the three and nine months ended September 30, 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 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, the potential commercialization of our product candidates, and international expansion. Additionally, if and when we believe a regulatory approval of the first product candidate appears likely, 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 revenue

Cost of license 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 GSK.

We anticipate that our cost of license revenue will increase in the future contingent upon the achievement of regulatory milestones by Novartis or GSK. Additionally, we anticipate that our cost of license revenue will increase in the future as we begin to recognize royalty revenue related to Novartis' commercial sale of KYMRIAH™.

Change in fair value of contingent consideration

On June 30, 2014, we acquired Pregenen. In connection with the acquisition, we recorded contingent consideration pertaining to the amounts potentially payable to Pregenen's former equityholders pursuant to the Stock Purchase Agreement (the "Stock Purchase Agreement") by and among us, Pregenen and Pregenen's former equityholders. We assess 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 condensed consolidated statements of operations and comprehensive loss.

Contingent consideration may change significantly as development progresses and additional data are obtained, impacting our 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. The significant unobservable inputs used in the measurement of fair value of our contingent consideration are probabilities of successful achievement of clinical and commercial milestones, the period in which these milestones are expected to be achieved and discount rates. Significant increases or decreases in any of the probabilities of success would result in a significantly higher or lower fair value measurement, respectively. Significant increases or decreases in the other inputs would result in a significantly lower or higher fair value measurement, respectively.

Interest (expense) income, net

Interest (expense) income, net consists primarily of interest expense on the 60 Binney financing obligation and interest income earned on investments.

Other (expense) income, net

Other (expense) income, net consists primarily of losses on disposal of assets, realized gains and losses on investments, and losses on foreign currency translation.

Critical accounting policies 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. 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. During the nine months ended September 30, 2017, there were no material changes to our critical accounting policies as reported in our Annual Report on Form 10-K for the year ended December 31, 2016, which was filed with the SEC on February 22, 2017.

Results of Operations

Comparison of the three months ended September 30, 2017 and 2016:

	Three Months Ended September 30,		Change
	2017	2016	
	(in thousands)		
Revenues:			
License revenue	\$ 2,500	\$ —	\$ 2,500
Collaboration revenue	5,211	1,552	3,659
Total revenues	7,711	1,552	6,159
Operating expenses:			
Research and development	61,545	63,971	(2,426)
General and administrative	22,982	14,623	8,359
Cost of license revenue	1,100	—	1,100
Change in fair value of contingent consideration	(258)	1,098	(1,356)
Total operating expenses	85,369	79,692	5,677
Loss from operations	(77,658)	(78,140)	(482)
Interest (expense) income, net	(1,155)	937	2,092
Other income, net	8	—	(8)
Loss before income taxes	(78,805)	(77,203)	1,602
Income tax benefit	—	178	178
Net loss	\$ (78,805)	\$ (77,025)	\$ 1,780

Revenues. Total revenue was \$7.7 million for the three months ended September 30, 2017, compared to \$1.6 million for the three months ended September 30, 2016. The increase of \$6.2 million was primarily attributable to collaboration revenue for the bb2121 license and manufacturing services, which had not yet commenced in the third quarter of 2016, under our agreement with Celgene and revenue recognized under our out-licensing arrangement with Novartis.

Research and development expenses. Research and development expenses were \$61.5 million for the three months ended September 30, 2017, compared to \$64.0 million for the three months ended September 30, 2016. The overall decrease of \$2.4 million was primarily attributable to the following:

- \$10.4 million of decreased platform related expenses primarily driven by a decrease in license milestones and fees as a result of a one-time \$15.0 million upfront license payment expensed in the third quarter of 2016; offset primarily by,
- \$4.9 million of increased employee compensation and benefit expense, inclusive of \$1.6 million increased stock based compensation expense, as well as \$0.6 million in other headcount related costs primarily due to an increase in headcount to support overall growth;
- \$1.4 million of increased clinical trial related costs necessary to support the advancement of our clinical and pre-clinical programs; and
- \$1.3 million of increased facility related costs.

General and administrative expenses. General and administrative expenses were \$23.0 million for the three months ended September 30, 2017, compared to \$14.6 million for the three months ended September 30, 2016. The increase of \$8.4 million was attributable to increased compensation and benefit expense and other headcount related costs of \$4.8 million due to an increase in headcount, inclusive of \$2.4 million increased stock based compensation expense, increased commercial-related costs of \$2.3 million partially attributable to market research costs, increased facility-related expenses of \$0.8 million, and increased professional and consulting fees of \$0.4 million.

Cost of license revenue. Cost of license revenue was \$1.1 million for the three months ended September 30, 2017 and nil for the three months ended September 30, 2016. The increase was attributable to expense associated with amounts owed to third party licensors in connection with revenue recognized under our out-license arrangement with Novartis.

Change in fair value of contingent consideration. The change in fair value of contingent consideration of \$1.4 million was primarily related to the changes in assumptions related to estimated milestone achievement dates and probabilities of achievement.

Interest (expense) income, net. The change 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 income, net. The change in other income, net was primarily related to a gain on foreign currency translation.

Comparison of the nine months ended September 30, 2017 and 2016:

	Nine Months Ended September 30,		Change
	2017	2016	
	(in thousands)		
Revenues:			
License revenue	\$ 13,070	\$ —	\$ 13,070
Collaboration revenue	18,189	4,603	13,586
Total revenues	31,259	4,603	26,656
Operating expenses:			
Research and development	180,464	147,642	32,822
General and administrative	64,463	48,941	15,522
Cost of license revenue	1,520	—	1,520
Change in fair value of contingent consideration	205	3,515	(3,310)
Total operating expenses	246,652	200,098	46,554
Loss from operations	(215,393)	(195,495)	19,898
Interest (expense) income, net	(1,842)	2,871	4,713
Other expense, net	(1,180)	(68)	1,112
Loss before income taxes	(218,415)	(192,692)	25,723
Income tax benefit	—	549	549
Net loss	\$ (218,415)	\$ (192,143)	\$ 26,272

Revenues. Total revenue was \$31.3 million for the nine months ended September 30, 2017, compared to \$4.6 million for the nine months ended September 30, 2016. The increase of \$26.7 million was primarily attributable to collaboration revenue for the bb2121 license and manufacturing services, which had not yet commenced in the first nine months of 2016, under our agreement with Celgene and the revenue recognized under our out-licensing arrangements with Novartis and GSK.

Research and development expenses. Research and development expenses were \$180.5 million for the nine months ended September 30, 2017, compared to \$147.6 million for the nine months ended September 30, 2016. The increase of \$32.8 million was primarily attributable to the following:

- \$12.1 million of increased employee compensation and benefit expense, inclusive of \$4.1 million increased stock based compensation expense, and \$2.1 million of increased headcount related expenses due to an increase in headcount to support overall growth;
- \$18.0 million of increased manufacturing expenses and \$9.5 million of increased clinical trial related costs to support the advancement of our clinical and pre-clinical programs; and
- \$3.5 million of increased facility related expenses; offset by
- \$12.9 million decrease in license milestones and fees and collaboration research funding, primarily as a result of a one-time \$15.0 million upfront license payment expensed in the third quarter of 2016.

General and administrative expenses. General and administrative expenses were \$64.5 million for the nine months ended September 30, 2017, compared to \$48.9 million for the nine months ended September 30, 2016. The increase of \$15.5 million was attributable to increased compensation and benefit expenses of \$8.4 million, inclusive of stock based compensation expense of \$4.0 million, increased commercial-related costs of \$4.4 million primarily attributable to market research costs, increased headcount related expenses of \$1.7 million due to an increase in headcount, and increased facility related expenses of \$1.1 million.

Cost of license revenue. Cost of license revenue was \$1.5 million for the nine months ended September 30, 2017 and nil for the nine months ended September 30, 2016. The increase was attributable to expense associated with amounts owed to third party licensors in connection with revenue recognized under our out-license arrangements with Novartis and GSK.

Change in fair value of contingent consideration. The change in fair value of contingent consideration of \$3.3 million was primarily related to the changes in assumptions related to estimated milestone achievement dates and probabilities of achievement.

Interest (expense) income, net. The change 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. The change in other expense, net was primarily related to losses on disposal of assets and losses on foreign currency translation.

Liquidity and Capital Resources

As of September 30, 2017, we had cash, cash equivalents and marketable securities of approximately \$1.1 billion. We expect cash, cash equivalents and marketable securities to fund our planned operations into 2020. 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 September 30, 2017, our funds are held in cash, money market accounts, federally insured deposits, U.S. government agency securities and treasuries and federally insured certificates of deposit.

We have incurred losses and cumulative negative cash flows from operations since our inception in April 1992, and as of September 30, 2017 we had an accumulated deficit of \$796.6 million. 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.

Sources of Liquidity

Cash Flows

The following table sets forth the primary sources and uses of cash for each of the periods below:

	Nine Months Ended September 30,	
	2017	2016
	(in thousands)	
Net cash (used in) provided by:		
Operating activities	\$ (185,174)	\$ (120,541)
Investing activities	(343,594)	199,665
Financing activities	487,843	1,761
Increase (decrease) in cash and cash equivalents	<u>\$ (40,925)</u>	<u>\$ 80,885</u>

Cash Flows from Operating Activities. The \$64.6 million increase in cash used in operating activities for the nine months ended September 30, 2017 compared to the nine months ended September 30, 2016 was partially due to the increase in net loss during this period of \$26.3 million, which was driven by increased payroll and payroll-related expenses and spending on our clinical and pre-clinical stage programs to support overall growth. Cash used in operating activities was also driven by changes in operating assets and liabilities.

Cash Flows from Investing Activities. The change from \$199.7 million cash provided by investing activities for the nine months ended September 30, 2016 to \$343.6 million cash used in investing activities for the nine months ended September 30, 2017 was primarily due to an increase of \$475.9 million in cash used to purchase marketable securities, an increase of \$28.4 million in cash used to purchase property and equipment, and a decrease of \$44.0 million in proceeds received from the maturity and sale of marketable securities in the nine months ended September 30, 2017 when compared to the nine months ended September 30, 2016.

Cash Flows from Financing Activities. The \$486.1 million increase in cash provided by financing activities was primarily driven by \$436.8 million in net proceeds from the issuance of approximately 4.8 million shares of common stock at an offering price of \$105.00 per share in June 2017, an increase of \$10.6 million in proceeds from the issuance of common stock, and an increase of \$38.0 million in the reimbursement of tenant improvements under our financing lease obligation in the nine months ended September 30, 2017 compared to the nine months ended September 30, 2016.

Contractual Obligations and Commitments

There have been no material changes to our contractual obligations and commitments as included in our Annual Report on Form 10-K, which was filed with the SEC on February 22, 2017.

Off-Balance Sheet Arrangements

As of September 30, 2017, we did not have any off-balance sheet arrangements as defined in the rules and regulations of the SEC.

Item 3. Quantitative and Qualitative Disclosures about Market Risks

We are exposed to market risk related to changes in interest rates. As of September 30, 2017 and December 31, 2016, we had cash, cash equivalents and marketable securities of \$1.1 billion and \$884.8 million, respectively, primarily invested in U.S. government agency securities and treasuries, federally insured certificates of deposit and money market accounts invested in U.S. government agency securities. 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 September 30, 2017, the net fair value of our interest-sensitive marketable securities would have resulted in a hypothetical decline of approximately \$8.6 million.

Item 4. Controls and Procedures

Management's Evaluation of our Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in the reports that we file or submit under the Securities and Exchange Act of 1934 is (1) recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and (2) accumulated and communicated to our management, including our principal executive officer and principal financial officer, to allow timely decisions regarding required disclosure.

As of September 30, 2017, our management, with the participation of our principal executive officer and principal financial officer, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities and Exchange Act of 1934). Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives, and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Our principal executive officer and principal financial officer have concluded based upon the evaluation described above that, as of September 30, 2017, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

During the quarter ended September 30, 2017, there have been no changes in our internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15(d)-15(f) promulgated under the Securities Exchange Act of 1934, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. 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 September 30, 2017, 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. 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 executive 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 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 Quarterly Report on Form 10-Q, 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.

Those risk factors below denoted with a “” are newly added or have been materially updated from our Annual Report on 10-K filed with the Securities and Exchange Commission, or the SEC, on February 22, 2017.*

Risks related to the discovery and 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. Currently, no gene therapy products have been approved in the United States and only a few products have been approved in the European Union, or EU.

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, only a few gene therapy products have been approved in the Western world, including UniQure’s Glybera, which received marketing authorization in the EU in 2012, and GlaxoSmithKline’s Strimvelis, which received marketing authorization in the EU in 2016. 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 gene and cell therapy products have evolved and may continue to change in the future. For example, the FDA has established the Office of Cellular, Tissue and Gene Therapies within its Center for Biologics Evaluation and Research, or CBER, to consolidate the review of gene therapy and related products, and the Cellular, Tissue and Gene Therapies Advisory Committee to advise CBER on its review. Gene therapy clinical studies conducted at institutions that receive funding for recombinant DNA research from the U.S. National Institutes of Health, or NIH, are also subject to review by the NIH Office of Biotechnology Activities’ Recombinant DNA Advisory Committee, or RAC. Although the FDA decides whether individual gene therapy protocols may proceed, the RAC review process can impede the initiation of a clinical study, even if the FDA has reviewed the study and approved its initiation. Clinical trial sites in the United States that receive NIH funding for research involving recombinant or synthetic nucleic acid molecules are required to follow RAC recommendations, or risk losing NIH funding for such research or needing NIH pre-approval before conducting such research. In addition, 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 institutional review board, or 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.

We may find it difficult to enroll patients in our clinical studies, which could delay or prevent clinical studies of our product candidates.

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 have experienced delays in some of our clinical studies, and we may experience similar delays in the future. If patients are unwilling to participate in our gene therapy 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, the timeline for recruiting patients, conducting studies and obtaining regulatory approval of potential products may be delayed. These delays could result in increased costs, delays in advancing our product development, delays in testing the effectiveness of our technology or termination of the clinical studies altogether.

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. Patient enrollment is affected by factors including:

- severity of the disease under investigation;
- design of the study protocol;
- size of the patient population;
- eligibility criteria for the study in question;
- perceived risks and benefits of the product candidate under study, including as a result of adverse effects observed in similar or competing therapies;
- proximity and availability of clinical study sites for prospective patients;
- availability of competing therapies and clinical studies;
- efforts to facilitate timely enrollment in clinical studies;
- patient referral practices of physicians; and
- ability to monitor patients adequately during and after treatment.

In particular, each of the conditions for which we plan to evaluate our current hematopoietic stem cell, or HSC, product candidates are rare genetic disorders with limited patient pools from which to draw for clinical studies. Further, 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 eligible to participate in our study. The eligibility criteria of our clinical studies will further limit the pool of available study participants. Additionally, the process of finding and diagnosing patients may prove costly. Finally, our treatment process requires that the procurement of autologous cells from subjects be conducted where the cells can be shipped to a transduction facility within the required timelines, as the HSCs and T cells, in the case of our oncology product candidate, have limited viability following harvest.

Our current product candidates are being developed to treat severe genetic diseases and certain cancers. We plan to seek initial marketing approval in the United States and the European Union. We may not be able to initiate or continue clinical studies if we cannot enroll a sufficient number of eligible patients to participate in the clinical studies required by the FDA or the EMA or other regulatory agencies. Our ability to successfully initiate, enroll and complete a clinical study in any foreign country is subject to numerous risks unique to conducting business in foreign countries, including:

- difficulty in establishing or managing relationships with contract research organizations, or CROs, and physicians;
- different standards for the conduct of clinical studies;
- our inability to locate qualified local consultants, physicians and partners; and
- the potential burden of complying with a variety of foreign laws, medical standards and regulatory requirements, including the regulation of pharmaceutical and biotechnology products and treatment.

If we have difficulty enrolling a sufficient number of patients to conduct our clinical studies as planned, we may need to delay, limit or terminate ongoing or planned clinical studies, any of which would have an adverse effect on our business.

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;
- delays in recruiting suitable patients to participate in our clinical studies;
- 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.

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 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.

We have not completed any clinical studies of our current product candidates. Initial success in our ongoing clinical studies may not be indicative of results obtained when these studies are completed. Furthermore, success in early clinical studies may not be indicative of results obtained in later studies.

Our current viral vectors and our product candidates first initiated evaluation in human clinical studies in 2013, and we may experience unexpected results in the future. Earlier gene therapy clinical studies, which we believe serve as proof-of-concept for our product candidates, utilized lentiviral vectors similar to ours. However, these studies should not be relied upon as evidence that our ongoing or future clinical studies will succeed. Study designs and 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 subjects or for any future subjects 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 or severe SCD 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/refractory multiple myeloma who have been treated with the bb2121 or the bb21217 product candidate may experience disease progression. 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.

Patients with different genotypes may respond differently to treatment with our product candidates, which may result in the delay of our clinical development and commercialization plans.

Initial results from our ongoing clinical studies suggest that patients with TDT and a non- β^0/β^0 genotype respond better to treatment with our LentiGlobin product candidate than patients with TDT and a β^0/β^0 genotype. Consequently, we expect to seek FDA approval of our LentiGlobin product candidate initially for the treatment of patients with TDT and non- β^0/β^0 genotype. In order to support an application for FDA approval of our LentiGlobin product candidate in patients with TDT and a β^0/β^0 genotype, we intend to conduct 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.

The results from our Starbeam Study may not be sufficiently robust to support the submission of marketing approval for our Lenti-D product candidate. Before we submit our Lenti-D product candidate for marketing approval, the FDA and the EMA may require us to enroll additional subjects, conduct additional clinical studies, or evaluate subjects for an additional follow-up period.

The FDA has advised us that our Starbeam Study, which is a single-arm, open-label study to evaluate the safety and efficacy of our Lenti-D product candidate to halt the progression of CALD, may not be deemed to be a pivotal study or may not provide sufficient support for a Biologics License Application, or BLA, submission. The FDA normally requires two pivotal clinical studies to approve a drug or biologic product, and thus the FDA may require that we conduct larger or additional clinical studies of our Lenti-D product candidate prior to a BLA submission. The FDA typically does not consider a single clinical study to be adequate to serve as a pivotal study unless it is, among other things, well-controlled and demonstrates a clinically meaningful effect on mortality, irreversible morbidity, or prevention of a disease with potentially serious outcome, and a confirmatory study would be practically or ethically impossible. Due to the nature of CALD and the limited number of patients with this condition, we believe a placebo-controlled and blinded study is not practicable for ethical and other reasons. However, it is still possible that, even if we achieve favorable results in the Starbeam Study, the FDA may require us to enroll additional subjects or conduct additional clinical studies, possibly involving a larger sample size or a different clinical study design, particularly if the FDA does not find the results from the Starbeam Study to be sufficiently persuasive to support a BLA submission. The FDA may also require that we conduct a longer follow-up period of subjects treated with our Lenti-D product candidate prior to accepting our BLA submission.

In addition, the Starbeam Study was not designed to achieve a statistically significant efficacy determination. Rather, we anticipate that the safety and efficacy of our Lenti-D product candidate will be evaluated in light of the data collected in our retrospective ALD-

101 study and our observational ALD-103 study. However, due to the retrospective nature of the ALD-101 study, and the limited number of patients with this condition, the FDA has advised us that the ALD-101 study is not sufficiently robust to serve as a conventional historical control group and as a basis of comparison against the results of the Starbeam Study. Thus, we expect that the FDA will assess the totality of the safety and efficacy data from our CALD clinical studies in reviewing any future BLA submission for our Lenti-D product candidate. Based on this assessment, the FDA may require that we conduct additional preclinical or clinical studies prior to submitting or approving a BLA for this indication.

It is possible that the FDA or the EMA may not consider the results of this study to be sufficient for approval of our Lenti-D product candidate for this indication. If the FDA or the EMA requires additional studies, we would incur increased costs and delays in the marketing approval process, which may require us to expend more resources than we have available. In addition, it is possible that the FDA and the EMA may have divergent opinions on the elements necessary for a successful BLA and Marketing Authorization Application, or MAA, respectively, which may cause us to alter our development, regulatory and/or commercialization strategies.

We cannot be certain that our Northstar-2 Study in patients with TDT and a non- β^0/β^0 genotype, or our planned Northstar-3 Study in patients with TDT and a β^0/β^0 genotype, together with data from our Northstar Study and HGB-205 study, will be sufficient to form the basis for a BLA submission for our LentiGlobin product candidate.

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 ongoing Northstar Study and HGB-205 study, could be sufficient to form the basis for a BLA submission for our LentiGlobin product candidate to treat patients with TDT and a non- β^0/β^0 genotype. In addition, if successful, we believe the results from our planned Northstar-3 Study, together with data from our ongoing Northstar Study, Northstar-2 Study and HGB-205 study, could be sufficient to form the basis for a BLA supplement submission for our LentiGlobin product candidate to treat patients with TDT and a β^0/β^0 genotype. 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 planned and 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.

Before beginning our planned Northstar-3 Study of our LentiGlobin product candidate, the FDA must review the final protocols for the study, along with additional information supporting the respective proposed study designs. Concurrent with starting the study, the FDA will review certain updated chemistry, manufacturing and controls, or CMC, information that we are required to submit. If the FDA does not approve the protocol for the planned study in the forms in which we submit them, or if the FDA is not satisfied with the additional CMC information we plan to provide, the start or continuation of these clinical studies may be delayed or the design of the studies may change.

**** There can be no assurance that we will ultimately receive conditional marketing approval of our LentiGlobin product candidate in the European Union, or the nature of the conditions that would be imposed on us if conditionally approved.***

The EMA Adaptive Pathways program in which we are participating is intended to facilitate either an initial approval in a well-defined patient subgroup with a high medical need and subsequent widening 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 drug's use in patients. Based on our discussions with the EMA, we believe that we may be able to seek conditional approval for our LentiGlobin product candidate, with our improved manufacturing process, for the treatment of subjects with TDT and a non- β^0/β^0 genotype on the basis of the totality of the clinical data from our ongoing studies with LentiGlobin. For efficacy, we believe that the Northstar Study and supportive ongoing HGB-205 study, together with the data available from our ongoing Northstar-2 Study and our long-term follow-up study LTF-303, could support the filing of a marketing authorization application in the European Union. This plan is contingent upon all of the studies conducted in patients with TDT with the LentiGlobin product candidate demonstrating sufficient efficacy and safety, and in particular, transfusion independence (the primary endpoint) and reduction in transfusion requirements (a secondary endpoint), for efficacy analyses in the Northstar, HGB-205 and Northstar-2 studies.

However, it should be noted that the EMA Adaptive Pathways program is a pilot program, and as such there is limited information and precedent regarding the potential outcomes for sponsors that participate in this program. Whether our LentiGlobin product candidate is eligible for conditional approval will ultimately be determined at the discretion of the 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 conditional approval. Depending on the outcome of our planned and ongoing clinical trials, the EMA may require that we conduct additional or larger clinical trials before our LentiGlobin product candidate is eligible for conditional 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.

Changes in our manufacturing processes may cause delays in our clinical development and commercialization plans.

The manufacturing processes for our lentiviral vectors and our product candidates are complex. We have developed and have implemented an improved manufacturing process of our LentiGlobin drug product that will be administered in our Northstar-2 Study in patients with TDT and a non- β^0/β^0 genotype, our amended ongoing HGB-206 study in patients with severe SCD, and our planned Northstar-3 Study in patients with TDT and a β^0/β^0 genotype. There can be no assurances that LentiGlobin drug product manufactured using the improved manufacturing process will lead to similar or improved efficacy or safety results in subjects, as compared to the LentiGlobin drug product used in the ongoing Northstar Study, the ongoing HGB-205 study, or the HGB-206 study under the original protocol.

As we develop a commercial-scale manufacturing process for our LentiGlobin and Lenti-D product candidates, we are implementing improvements to the manufacturing process for both producing our lentiviral vectors and for our product candidates on a continual basis. In some circumstances, changes in the manufacturing process may require us to perform additional comparability studies or to collect additional clinical data from patients prior to undertaking additional clinical studies or filing for regulatory approval. These requirements may lead to delays in our clinical development and commercialization plans.

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. For example, in 2003, 20 subjects treated for X-linked severe combined immunodeficiency in two gene therapy studies using a murine, or mouse-derived, gamma-retroviral vector showed correction of the disease, but the studies were terminated after five subjects developed leukemia (four of whom were subsequently cured). The cause of these adverse events was shown to be insertional oncogenesis, which is the process whereby the corrected gene inserts in or near a gene that is important in a critical cellular process like growth or division, and this insertion results in the development of a cancer (often leukemia). Using molecular diagnostic techniques, it was determined that clones from these subjects showed retrovirus insertion in proximity to the promoter of the LMO2 proto-oncogene. Earlier generation retroviruses like the one used in these two studies have been shown to preferentially integrate in regulatory regions of genes that control cell growth.

These well-publicized adverse events led to the development of new viral vectors, such as lentiviral vectors, with improved safety profiles and also the requirement of enhanced safety monitoring in gene therapy clinical trials, including periodic analyses of the therapy's genetic insertion sites. In published studies, lentiviral vectors have demonstrated an improved safety profile over gamma-retroviral vectors, 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 our Phase I/II study (the LG001 Study) of autologous HSCs transduced *ex vivo* using an earlier generation of our LentiGlobin vector, called HPV569, 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.

**** In previous clinical studies involving T cell-based immunotherapies, some subjects experienced serious adverse events. Our T cell-based immunotherapy product candidates may demonstrate a similar effect or have other properties that could halt their clinical development, prevent their regulatory approval, limit their commercial potential, or result in significant negative consequences.***

The bb2121 and bb21217 product candidates are chimeric antigen receptor, or CAR, T cell-based immunotherapy. In previous and ongoing clinical studies involving CAR T cell products, many subjects experienced side effects such as neurotoxicity and cytokine release syndrome, which have in some cases resulted in clinical holds in ongoing clinical trials of CAR T product candidates. 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, subjects 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. 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 subjects 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. We expect to have to train medical personnel regarding our T cell-based immunotherapy product candidates to understand their side effects for both our planned clinical trials and upon any commercialization of any T cell-based immunotherapy product candidates. Inadequate training in recognizing or managing 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 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.

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.

Risks related to our reliance on third parties

**** We expect to rely on third parties to conduct some or all aspects of our viral 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 viral 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 viral 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 viral 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.

Any of these third parties may terminate their engagements with us at any time. If we need to enter into alternative arrangements, it could delay our product development activities.

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 instructions, study plans and protocols;
- the risk that manufacturing activities are not conducted in accordance with GMP requirements;
- 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 acquisition or bankruptcy of the manufacturer or supplier.

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.

We currently have relationships with a limited number of suppliers for the manufacturing of our viral vectors and product candidates. Each supplier may require licenses to manufacture such components if such processes are not owned by the supplier or in the public domain and we may be unable to transfer or sublicense the intellectual property rights we may have with respect to such activities.

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 revenue.

**** 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 have exclusively licensed to Celgene the right to develop and commercialize the bb2121 and bb21217 product candidates, and we retain an option to co-develop and co-promote bb2121 and bb21217 in the United States under our license agreement and collaboration agreement with Celgene. With respect to bb2121, we are responsible for completing the ongoing CRB-401 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 bb2121 in the United States. If we exercise our option to co-develop and co-promote bb2121 in the United States, we and Celgene will share the obligation to develop and commercialize bb2121 in the United States, and we will be solely dependent on Celgene to develop and commercialize bb2121 outside of the United States. 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.

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 develop and commercialize a next-generation product candidate that arises from the collaboration between us and Celgene, rather than continue the development of bb2121 and bb21217. Alternatively, Celgene may determine that it is not commercially reasonable to continue development of any product candidates that arise from our collaboration. These outcomes may occur for many reasons, including internal business reasons 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 license agreement, Celgene may determine the development plan 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 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/refractory multiple myeloma.
- 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, bb21217 and other 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.

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. The FDA enforces these GCPs through periodic inspections of study sponsors, principal investigators and clinical study sites. 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. Upon inspection, the FDA may determine that our clinical studies did not comply with GCPs. In addition, our future clinical studies will require a sufficient number of test subjects to evaluate the safety and efficacy of our product candidates. Accordingly, if our CROs fail to comply with these regulations or fail to recruit a sufficient number of patients, we may be required to repeat such clinical studies, which would delay the regulatory approval process.

Employees of our CROs are not our employees, and we are therefore unable to directly monitor whether or not they devote sufficient time and resources to our clinical and nonclinical programs, which must be conducted in accordance with GCPs and GLPs, respectively. These CROs may also have relationships with other commercial entities, including our competitors, for whom they may also be conducting clinical studies or other drug development activities that could harm our competitive position. 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.

We also expect to rely on other third parties to store and distribute our vectors and products for any clinical studies that we may conduct. Any performance failure on the part of our distributors could delay clinical development or marketing approval of our product candidates or commercialization of our products, if approved, producing additional losses and depriving us of potential product revenue.

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 not yet generated significant revenues. We have incurred net losses in each year since our inception in 1992, including net losses of \$218.4 million for the nine months ended September 30, 2017. As of September 30, 2017, we had an accumulated deficit of \$796.6 million.

We have devoted most of our financial resources to research and development, including our clinical and preclinical development activities. 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. The amount of our future net losses will depend, in part, on the rate of our future expenditures and our ability to obtain funding through equity or debt financings, strategic collaborations or additional grants. We have not completed pivotal clinical studies for any product candidate and it will be several years, if ever, before we have a product candidate ready for commercialization. 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.

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;
- expand the scope of our current clinical studies for our product candidates;
- initiate additional preclinical, clinical or other studies for our oncology product candidates;
- further develop the manufacturing process for our vectors or our product candidates;
- change or add additional manufacturers or suppliers;
- seek regulatory and marketing approvals for our product candidates that successfully complete clinical studies;
- seek to identify and validate additional product candidates;
- acquire or in-license other product candidates and technologies;
- make milestone or other payments under any license agreements or our stock purchase agreement with the former equityholders of Pregenen;
- maintain, protect and expand our intellectual property portfolio;
- establish a sales, marketing and distribution infrastructure in the United States and Europe to commercialize any products for which we may obtain marketing approval;
- attract and retain skilled personnel;
- build additional infrastructure to support our operations as a public company and our product development and planned future commercialization efforts, including manufacturing capacity at third-party manufacturers or potentially our own manufacturing facility; 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 revenue 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. We do not anticipate generating revenues from product sales for the foreseeable future, if ever. 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 the market 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 sales force, marketing and distribution infrastructure;
- obtaining sufficient pricing and reimbursement for our product candidates from private and governmental payors;
- obtaining market acceptance of our product candidates and gene therapy as a viable treatment option;
- addressing any competing technological and market developments;
- identifying and validating new gene therapy 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.

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. 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 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 our 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 September 30, 2017, our cash, cash equivalents and marketable securities were \$1.1 billion. We expect that our existing cash, cash equivalents, and marketable securities will be sufficient to fund our current operations into 2020. 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 intend to rely on third-party manufacturers to produce our vector, product candidates and other key materials, but we have not entered into binding agreements with all of the manufacturers needed to support commercialization. Additionally, these manufacturers do not have experience producing our vectors and product candidates at commercial levels and may not achieve the necessary regulatory approvals or produce our vectors and products at the quality, quantities, locations and timing needed to support commercialization.

We have not yet secured manufacturing capabilities for commercial quantities of our viral vectors or established transduction facilities in all of the desired commercialization regions to support commercialization of our products. Although we intend to rely on third-party manufacturers for commercialization, we have not entered into binding agreements with all of the manufacturers needed to support our planned commercialization activities, and may not be able to negotiate binding agreements at commercially reasonable terms.

No manufacturer currently has the experience or ability to produce our vectors or drug product candidates at commercial levels. We are currently developing a commercial-scale manufacturing process for our LentiGlobin and Lenti-D product candidates, which we are transferring to one or more contract manufacturers. We may run into technical or scientific issues related to manufacturing or development that we may be unable to resolve in a timely manner or with available funds. Although we have been able to produce our Lenti-D vector at commercial scale, we have not completed the characterization and validation activities necessary for commercial and regulatory approvals. If our manufacturing partners do not obtain such regulatory approvals, our commercialization efforts will be harmed.

Additionally, since the HSCs and T cells have a limited window of stability following procurement from the subject, we must set up 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 set up additional transduction facilities that can replicate our transduction process. 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.

Even if we timely develop a manufacturing process and successfully transfer it to the third-party vector and product manufacturers, if such third-party manufacturers are unable to produce the necessary quantities of viral vectors 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 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, we may seek to establish our own manufacturing facilities, which 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 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.

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.

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.

We are engaged in gene therapy for severe genetic and rare diseases and in the field of T cell-based immunotherapy, 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. Some of the pharmaceutical and biotechnology companies we expect to compete with include Bellicum Pharmaceuticals, Inc., Acceleron Pharma, Inc., GlaxoSmithKline plc through their collaboration with TIGET/MolMed, Sangamo BioSciences Inc. through their collaboration with Bioverativ Inc., Novartis AG, Global Blood Therapeutics, Inc., GlycoMimetics Inc., Gilead Sciences, Inc., Pfizer Inc. through their collaboration with Cellectis SA, Adaptimmune Inc. and Juno Therapeutics, Inc. through their collaboration with Celgene Corporation. In addition, many universities and private and public research institutes are active in our target disease areas.

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 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.

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.

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 announced in 2017 that it will not seek renewal of Glybera's marketing authorization in Europe when it expired in October 2017, due to limited use since it was approved in 2012, and forecasted patient demand. 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. 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 stem cell transplants or gene therapy. In addition, because our CAR and TCR T cell product candidates represent new approaches to the treatment of cancer, we cannot accurately estimate the potential revenue. 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. 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, 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. For example, 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 associated with the reimbursement of Glybera could 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.

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

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 changes 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, 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 promoted a new Medicare Part D coverage gap discount program.

In addition, other legislative changes have been proposed and adopted in the United States since the Affordable Care Act was enacted. On August 2, 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least \$1.2 trillion for the years 2013 through 2021, was unable to reach required goals, thereby triggering the legislation's automatic reduction to several government programs. This includes aggregate reductions of Medicare payments to providers up to 2% per fiscal year. On January 2, 2013, then President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, delayed for another two months the budget cuts mandated by these sequestration provisions of the Budget Control Act of 2011. On March 1, 2013, the President signed an executive order implementing sequestration, and on April 1, 2013, the 2% Medicare payment reductions went into effect. We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments will pay for healthcare products and services, which could result in reduced demand for our product candidates or additional pricing pressures. For each state that does not choose to expand its Medicaid program, there may be fewer insured patients overall, which could impact the sales, business and financial condition of manufacturers of branded prescription drugs or other therapies. Where patients receive insurance coverage under any of the new options made available through the Affordable Care Act, the possibility exists that manufacturers may be required to pay Medicaid rebates on that resulting drug utilization, a decision that could impact manufacturer revenues. Some of the provisions of the Affordable Care Act have yet to be fully implemented, while certain provisions have been subject to judicial and Congressional challenges. In January 2017, Congress voted to adopt a budget resolution for fiscal year 2017, that while not a law, is widely viewed as the first step toward the passage of legislation that would repeal certain aspects of the Affordable Care Act. Further, on January 20, 2017, President Trump signed an Executive Order directing 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 burden on states or a cost, fee, tax, penalty or regulatory burden on individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices. Congress also could consider subsequent legislation to replace elements of the Affordable Care Act that are repealed. With the new Administration and Congress, there will likely be additional administrative or legislative changes, including modification, repeal, or replacement of all, or certain provisions of, the Affordable Care Act. However, it remains to be seen whether new legislation modifying the Affordable Care Act is enacted and, if so, precisely what the new legislation will provide, when it will be enacted and what impact it will have on the availability of healthcare and containing or lowering the cost of healthcare. The implications of a potential repeal and/or replacement of the Affordable Care Act, for our and our partners' business and financial condition, if any, are not yet clear.

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.

We cannot predict what healthcare reform initiatives may be adopted in the future. Further federal, state and foreign legislative and regulatory developments are likely, and we expect ongoing initiatives to increase pressure on drug pricing. Such reforms could have an adverse effect on anticipated revenues 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.

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 uncertainty related to pricing and reimbursement for these product candidates.

Our target patient populations are relatively small, as a result, the pricing and reimbursement of our product candidates, if approved, must be adequate to support 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. The manner and level at which reimbursement is provided for services related to our product candidates (e.g., for administration of our product to patients) is also important. Inadequate reimbursement for such services may lead to physician resistance and adversely affect our ability to market or sell our products.

If the market opportunities for our product candidates are smaller than we believe they are, our revenues may be adversely affected and our business may suffer. Because the target patient populations of our product candidates are small, we must be able to successfully identify patients and achieve a significant market share to maintain profitability and growth.

We focus our research and product development on treatments for severe genetic and rare diseases. 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 may prove to be incorrect and new studies may change the estimated incidence or prevalence of these diseases. The number of patients in the United States, Europe and elsewhere may turn out to be lower than expected, may not be otherwise amenable to treatment with our products, or new patients may become increasingly difficult to identify or gain access to, all of which would adversely affect our results of operations and our business.

The market opportunities for our T cell-based immunotherapy product candidates may be limited to those patients who are ineligible for or have failed prior treatments and may be small.

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.

Our projections of both the number of people who have the cancers we may be targeting, as well as the subset of people with these cancers in a position to receive second or third line therapy, and who have the potential to benefit from treatment with our product candidates, are based on our beliefs and 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 cancers. The number of patients may turn out to be lower than expected. Additionally, the potentially addressable patient population for our product candidates may be limited or may not be amenable to treatment with our product candidates. Even if we obtain significant market share for our product candidates, because the potential target populations are small, we may never achieve profitability without obtaining regulatory approval for additional indications.

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 is unsafe, and gene therapy may not gain the acceptance of the public or the medical community. In particular, our success will depend upon physicians specializing in the treatment of those diseases that our product candidates target prescribing treatments that involve the use of our product candidates in lieu of, or in addition to, existing treatments they are already familiar with and for which greater clinical data may be available. 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. For example, in 2003, 20 subjects treated for X-linked severe combined immunodeficiency in two gene therapy studies using a murine gamma-retroviral vector showed correction of the disease, but the studies were terminated after five subjects developed leukemia (four of whom were subsequently cured). Although none of our current product candidates utilize these gamma-retroviruses, our product candidates use a viral delivery system. Adverse events in our clinical studies, even if not ultimately attributable to our product candidates (such as the many adverse events that typically arise from the transplant process) and the resulting publicity 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.

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.

**** We will need to expand our organization and we may experience difficulties in managing this growth, which could disrupt our operations.***

As of September 30, 2017, we had 418 full-time employees. As our business activities expand, we expect to expand our full-time employee base and to hire more consultants and contractors. 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.

Our employees, principal investigators, consultants and commercial partners may engage in misconduct or other improper activities, including non-compliance with regulatory standards and requirements and insider trading.

We are exposed to the risk of fraud or other misconduct by our employees, principal investigators, consultants and commercial partners. Misconduct by these parties could include intentional failures to comply with the regulations of the FDA and non-U.S. regulators, provide accurate information to the FDA and non-U.S. regulators, comply with healthcare fraud and abuse laws and regulations in the United States and abroad, report financial information or data accurately or disclose unauthorized activities to us. In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations may restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Such misconduct could also involve the improper use of information obtained in the course of clinical studies, which could result in regulatory sanctions and cause serious harm to our reputation or could cause regulatory agencies not to approve our product candidates. We have adopted a code of conduct applicable to all of our employees, but it is not always possible to identify and deter employee misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of significant fines or other sanctions.

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 subjects 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.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could have a material adverse effect on the success of our business.

We are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. Our operations involve the use of hazardous and flammable materials, including chemicals and biological materials. Our operations also produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials or other work-related injuries, this insurance may not provide adequate coverage against potential liabilities. In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or production efforts. Failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

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. Although our LentiGlobin, Lenti-D, bb2121 and bb21217 product candidates are currently in clinical development, our research programs, including our oncology research programs, may fail to identify other potential product candidates for clinical development for a number of reasons. Our research methodology 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.

We incur significant costs as a result of operating as a public company, and our management devotes substantial time to new compliance initiatives.

As a public company, we have incurred and will continue to incur significant legal, accounting and other expenses. In addition, the Sarbanes-Oxley Act, as well as rules subsequently implemented by the SEC, and The NASDAQ Global Select Market have imposed various requirements on public companies. In July 2010, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or the Dodd-Frank Act, was enacted, resulting in significant corporate governance and executive compensation-related regulations. Stockholder activism, the current political environment and the current high level of government intervention and regulatory reform may lead to substantial new regulations and disclosure obligations, which may lead to additional compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and

financial compliance costs and will make some activities more time-consuming and costly. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance and we may be required to incur substantial costs to maintain our current levels of such coverage.

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 gene therapy 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.

Patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.

On September 16, 2011, the Leahy-Smith America Invents Act, or the Leahy-Smith Act, was signed into law. The Leahy-Smith Act includes a number of significant changes to U.S. patent law, including provisions that affect the way patent applications will be prosecuted and may also affect patent litigation. The U.S. PTO is currently developing regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act, and in particular, the first to file provisions, were enacted March 16, 2013. However, it is not clear what, if any, impact the Leahy-Smith Act will have on the operation of our business. However, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business and financial condition.

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 develop successfully and commercialize our product candidates;
- 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. 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 2. Unregistered Sales of Equity Securities and Use of Proceeds

Purchases of Equity Securities by the Issuer

We repurchased the following shares of our common stock in the periods set forth in the table below:

Period	Total Number of Shares (or Units) Purchased	Average Price Paid per Share (or Unit)	Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plan or Program	Maximum (or Approximate Dollar Value) of Shares (or Units) that May Yet Be Purchased Under the Plans or Programs
September 1 – September 30 (a)	936	\$127.85	--	--

(a) Our 2013 Stock Option and Incentive Plan permits participants to use the fair market value of our common stock they own to pay for the exercise of stock options (“stock swap method”). In connection with the exercise of a stock option to purchase 3,000 shares of our common stock at an exercise price of \$39.89 per share, an optionee tendered 936 shares of our common stock held by the optionee in consideration of the full aggregate exercise price in accordance with the terms of the option and the Option Plan. The shares used under the stock swap method are included in the total number of shares purchased in the table above.

Item 5. 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 Nick Leschly (Chief Executive Officer), Jeffrey Walsh (Chief Financial and Strategy Officer), David Davidson (Chief Medical Officer), Philip Gregory (Chief Scientific Officer)), and certain of our directors (including Daniel Lynch, Mark Vachon and James Mandell) have entered into trading plans covering periods after the date of this Quarterly Report on Form 10-Q 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 6. Exhibits

The exhibits filed as part of this Quarterly Report on Form 10-Q are set forth in the Exhibit Index below, which is incorporated herein by reference.

Exhibit Index

Exhibit Number	Exhibit Title	Form	Incorporated by Reference		
			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/A	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/A	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/A	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/A	333-188605	10.4	May 14, 2013
10.5	Amended and Restated Lease Agreement, dated May 18, 2007, by and between the Registrant and Rivertech Associates II, LLC, as amended	10-Q	001-35966	10.1	November 14, 2013
10.6†	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/A	333-188605	10.6	May 14, 2013
10.7†	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
10.8†	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/A	333-188605	10.7	May 14, 2013
10.9†	License Agreement, dated September 13, 2011, by and between the Registrant and Institut Pasteur, as amended	S-1/A	333-188605	10.8	May 14, 2013
10.10†	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
10.11†	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

Exhibit Number	Exhibit Title	Form	Incorporated by Reference		
			File no.	Exhibit	Filing Date
10.12†	License Agreement, dated December 7, 2011, by and between the Registrant and Research Development Foundation	S-1/A	333-188605	10.9	May 14, 2013
10.13†	Novation Agreement, dated April 2, 2012, by and between the Registrant and The Board of Trustees of the Leland Stanford Junior University	S-1/A	333-188605	10.10	May 14, 2013
10.14†	Master Collaboration Agreement by and between the Registrant and Celgene Corporation, dated March 19, 2013	S-1/A	333-188605	10.11	May 14, 2013
10.15†	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
10.16	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
10.17	Amendment No. 2 to Amended and Restated Master Collaboration Agreement by and between the Registrant and Celgene Corporation, dated September 28, 2017	—	—	—	Filed herewith
10.18†	Amended and Restated License Agreement by and between the Registrant and Celgene Corporation, dated February 16, 2016	10-Q	001-35966	10.16	November 2, 2016
10.19†	Amended and Restated License Agreement by and between the Registrant and Celgene Corporation, dated September 28, 2017	—	—	—	Filed herewith
10.20†	License Agreement by and between the Registrant and Biogen Idec MA Inc., dated August 13, 2014	10-Q	001-35966	10.17	November 2, 2016
10.21†	Letter Agreement by and between the Registrant and Biogen MA Inc., dated September 29, 2017	—	—	—	Filed herewith
10.22†	Exclusive Patent License Agreement by and between the Registrant and the National Institutes of Health, dated August 31, 2015	10-Q	001-35966	10.18	November 2, 2016
10.23#	Amended and Restated Employment Agreement by and between the Registrant and Nick Leschly	S-1/A	333-188605	10.12	June 4, 2013
10.24#	Amended and Restated Employment Agreement by and between the Registrant and Jeffrey T. Walsh	S-1/A	333-188605	10.13	June 4, 2013
10.25#	Amended and Restated Employment Agreement by and between the Registrant and Mitch Finer	S-1/A	333-188605	10.14	June 4, 2013
10.26#	Transitional Services and Separation Agreement by and between the Registrant and Mitch Finer	10-Q	001-35966	10.17	May 6, 2015
10.27#	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
10.28#	Employment Agreement, dated February 3, 2014, by and between the Registrant and Jason F. Cole	10-Q	001-35966	10.18	May 13, 2014
10.29#	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
10.30#	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
10.31#	Employment Agreement, dated October 20, 2014, by and between the Registrant and James DeTore	8-K	001-35966	10.1	November 10, 2014
10.32#	Separation Agreement, dated February 24, 2016, by and between the Registrant and James DeTore	10-Q	001-35966	10.27	May 4, 2016

Exhibit Number	Exhibit Title	Form	Incorporated by Reference		
			File no.	Exhibit	Filing Date
10.33#	Employment Agreement, dated May 30, 2015, by and between the Registrant and Philip D. Gregory	10-Q	001-35966	10.21	August 7, 2015
10.34#	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
10.35#	Employment Agreement, dated November 23, 2016, by and between the Registrant and Susanna High	10-K	001-35966	10.32	February 22, 2017
10.36#	Offer Letter, dated October 14, 2013, by and between the Registrant and Eric Sullivan	10-Q	001-35966	10.19	May 13, 2014
10.37#	2013 Employee Stock Purchase Plan	S-1/A	333-188605	10.17	June 4, 2013
10.38#	Executive Cash Incentive Bonus Plan	S-1/A	333-188605	10.18	May 14, 2013
10.39	Lease, dated June 3, 2013, by and between the Registrant and 150 Second Street, LLC, as amended	S-1/A	333-188605	10.19	June 4, 2013
10.40	Lease Amendment, dated November 15, 2013, by and between the Registrant and 150 Second Street, LLC, as amended	10-K	001-35966	10.19	March 5, 2014
10.41	Lease Amendment, dated June 9, 2014, by and between the Registrant and 150 Second Street, LLC, as amended	10-Q	001-35966	10.24	August 12, 2014
10.42	Consent to Assignment, dated September 30, 2016, by and among the Registrant, ARE-MA Region No. 50, LLC, and Foundation Medicine, Inc.	10-Q	001-35966	10.35	November 2, 2016
10.43	Assignment and Assumption of Lease, dated September 30, 2016, by and between the Registrant and Foundation Medicine, Inc.	10-Q	001-35966	10.36	November 2, 2016
10.44	Lease, dated June 29, 2015, by and between the Registrant and ARE-MA Region No. 38, LLC	10-Q	001-35966	10.29	August 7, 2015
10.45†	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
10.46	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
10.47	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
10.48	Termination of Lease, dated February 10, 2017, by and between the Registrant and ARE-MA Region No. 38, LLC	10-K	001-35966	10.45	February 22, 2017
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

Exhibit Number	Exhibit Title	Incorporated by Reference			
		Form	File no.	Exhibit	Filing Date
101	The following materials from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2017, formatted in XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets, (ii) Condensed Consolidated Statements of Operations and Comprehensive Loss, (iii) Condensed Consolidated Statements of Cash Flows and (iv) Notes to Condensed 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.

Date: November 1, 2017

By: /s/ Nick Leschly
Nick Leschly
President, Chief Executive Officer and Director (Principal Executive Officer and Duly Authorized Officer)

Date: November 1, 2017

By: /s/ Jeffrey Walsh
Jeffrey Walsh
Chief Financial and Strategy Officer (Principal Financial Officer and Duly Authorized Officer)

Amendment No. 2 to
Amended and Restated Master Collaboration Agreement

This Amendment No. 2 to Amended and Restated Master Collaboration Agreement (this “**Amendment No. 2**”) is made as of September 28, 2017 (“**Amendment No. 2 Effective Date**”), by and between bluebird bio, Inc. (“Bluebird”), a Delaware corporation, and Celgene Corporation, a Delaware corporation (“**Celgene Corp.**”), and Celgene European Investment Company LLC (“**Celgene Europe**”), a Delaware limited liability company (Celgene Europe and Celgene Corp., together, “**Celgene**”). Each of Bluebird and Celgene may be referred to herein as a “**Party**” or together as the “**Parties**”. Reference is hereby made to that certain Amended and Restated Master Collaboration Agreement, by and between Bluebird, Celgene Corp. and Celgene Europe, dated June 3, 2015, as amended (the “**Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The third sentence of Section 5.1 of the Agreement is hereby amended and restated to include the following at the end of the sentence:

“, provided further, in the case of Celgene’s exercise of such option with respect to the first Product Candidate after Celgene’s exercise of such option with respect to the Lead Product Candidate (“**Second Product Candidate**”), in lieu of providing the additional information set forth in Exhibit G otherwise required to be included in the Celgene Option Notice at the time of exercise, Celgene shall be permitted to (I) provide to Bluebird by December 31, 2017, the clinical Development plan that Celgene is contemplating to achieve Regulatory Approval for the Second Product Candidate, together with the cost estimates for such a clinical program, and (II) provide to Bluebird the additional information set forth on Exhibit G with respect to the Second Product Candidate at the earlier of (A) thirty (30) days following the completion of the Phase 1 Clinical Study of the Second Product Candidate, and (B) December 31, 2017.

2. This Amendment No. 2 is binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. This Amendment No. 2 is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. Except as expressly modified by this Amendment No. 2, all terms and provisions of the Agreement remain in full force and effect. In the event of a conflict between the terms and provisions of this Amendment No. 2 and the Agreement, the terms and provisions of this Amendment No. 2 shall control. This Amendment No. 2 may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to Amended and Restated Master Collaboration Agreement to be executed by their respective duly authorized officers as of the Amendment No. 2 Effective Date.

BLUEBIRD BIO, INC.

By: ___/s/ Jason F. Cole_____

Name: ___ Jason F. Cole_____

Title: ___ Chief Legal Officer_____

Date: ___ September 28, 2017_____

CELGENE CORPORATION

By: ___/s/ Peter N. Kellogg_____

Name: ___ Peter N. Kellogg_____

Title: ___ Chief Financial Officer_____

Date: ___ September 28, 2017_____

CELGENE EUROPEAN INVESTMENT COMPANY LLC (CEICO)

By: ___/s/ Kevin Mello_____

Name: ___ Kevin Mello_____

Title: ___ Manager_____

Date: ___ September 26, 2017_____

Amended and Restated License Agreement

by and between

bluebird bio, Inc.

and

Celgene Corporation

and

Celgene European Investment Company LLC

September 28, 2017

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List of Appendices

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<u>Appendix I</u>	Manufacturing and Supply Agreement Terms
<u>Schedule 9.2</u>	Exceptions to Bluebird's Representations and Warranties

Amended and Restated License Agreement

This Amended and Restated License Agreement (this “License Agreement”), dated as of September 28, 2017 (the “License Agreement Effective Date”), is made by and between bluebird bio, Inc., a Delaware corporation (“Bluebird”), and Celgene Corporation, a Delaware Corporation (“Celgene Corp”), with respect to all rights and obligations under this License Agreement in the United States (subject to Section 11.18), and Celgene European Investment Company LLC, a Delaware limited liability company, with respect to all rights and obligations under this License Agreement outside of the United States (subject to Section 11.18) (“Celgene Europe” and together with Celgene Corp, “Celgene”). Each of Bluebird and Celgene may be referred to herein as a “Party” or together as the “Parties.”

WHEREAS, Bluebird has developed and owns or has rights to certain Patents and technology relating to developing innovative gene therapies for genetic disorders;

WHEREAS, Celgene is a biopharmaceutical company focused on acquiring, Developing and Commercializing innovative anti-cancer agents; and

WHEREAS, Bluebird and Celgene are parties to that certain Master Collaboration Agreement, dated as of March 19, 2013, pursuant to which the Parties entered into a global strategic collaboration to research, develop and commercialize therapeutic products in the Field (the “Original MCA”);

WHEREAS, the Parties entered into an Amended and Restated Collaboration Agreement, dated as of June 3, 2015 (as amended from time to time, the “Master Collaboration Agreement”), pursuant to which the Parties amended and restated the Original MCA in order to continue the research and development of the Product Candidates pursuant to the terms set forth therein;

WHEREAS, pursuant to the terms of the Master Collaboration Agreement, Celgene has exercised its option to select a Product Candidate to be an Optioned Candidate by delivering to Bluebird a Celgene Option Notice and payment of the applicable Initial Option Fee and Additional Option Fee (such Optioned Candidate, as defined more fully in Appendix A, the “Elected Candidate”); and

WHEREAS, the Parties now wish to enter into an exclusive licensing arrangement whereby Celgene will have exclusive rights to Develop Elected Candidate and Commercialize Licensed Product, all on the terms and conditions set forth here.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the amount and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Definitions.**

The following terms and their correlatives will have the meanings set forth below. Capitalized terms used, but not defined, herein will have the meanings ascribed to such terms in the Master Collaboration Agreement.

1.1 “Applicable Bluebird In-Licenses” means the Applicable Pre-Existing In-Licenses and the Applicable New In-Licenses.

1.2 “Applicable New In-Licenses” means all New In-Licenses of Bluebird or its Affiliates necessary or useful for the research, Development and/or Commercialization of Elected Candidate and Licensed Product that Celgene has elected to list on Appendix B as of the License Agreement Effective Date, plus any other New In-License of Bluebird or its Affiliates that Celgene has elected to include as an Applicable New In-License pursuant to Section 3.2(b).

1.3 “Applicable Pre-Existing In-Licenses” means all Pre-Existing In-Licenses necessary or useful for the research, Development and/or Commercialization of Elected Candidate and Licensed Product, and any extensions or expansions of the scope of such Pre-Existing In-Licenses, including those listed on Appendix C.

1.4 “Biosimilar Product” means, with respect to a Licensed Product in any country, any biosimilar product sold by a Third Party not authorized by or on behalf of Celgene, its Affiliates or Sublicensees, (a) that is a biosimilar biological product, as defined in 21 USC 379j-51 (or any successor or replacement thereof), a similar biological medicinal product, as defined in Annex I to Directive 2001/83/EC (or any successor or replacement thereof), or any similar biosimilar or generic product under the Laws of any country or jurisdiction, or (b) regarding which Regulatory Approval is obtained by referencing Regulatory Data of such Licensed Product.

1.5 “Bluebird In-Licensed IP” means all Patents, Materials and Know-How in-licensed by Bluebird pursuant to Applicable Bluebird In-Licenses, including any extensions or expansions of the scope thereof.

1.6 “Bluebird Technology” means all Bluebird Solely Owned IP and all of Bluebird’s right, title and interest in and to Joint IP.

1.7 “Celgene Development & Commercialization Program” means a Development and Commercialization program for Licensed Product in the Field worldwide.

1.8 “Celgene Licensed Product In-License” means any Applicable Celgene In-License or other agreement between Celgene or any of its Affiliates and a Third Party entered into under Section 4.3(d) pursuant to which Celgene or any of its Affiliates in-licenses any Know-How, Materials or Patents that directly relate to or Cover the Elected Candidate and/or Licensed Product or its Manufacture or use.

1.9 “Celgene Licensed Product In-Licensed IP” means any Patents, Materials and Know-How Controlled at any time during the License Agreement Term by Celgene or any of its Affiliates pursuant to a Celgene Licensed Product In-License or Celgene Other In-License that directly relate to or Cover the Elected Candidate and/or Licensed Product or its Manufacture or use.

1.10 “Celgene Licensed Product IP” means (a) Celgene Technology, (b) Collaboration IP solely owned by Celgene and Celgene’s interest in jointly owned Collaboration IP, and (c) Patents, Materials or Know-How (to the extent not included in subsection (a) or (b)) owned by Celgene or its Affiliates that are Controlled at any time during the License Agreement Term by Celgene or any of its Affiliates, in each case that directly relate to or Cover the Elected Candidate and/or Licensed Product or its Manufacture or use.

1.11 “Celgene Other In-License” means any agreement between Celgene or any of its Affiliates and a Third Party, other than Applicable Celgene In-Licenses and any agreement

between Celgene or any of its Affiliates and a Third Party entered into under Section 4.3(d), pursuant to which Celgene or any of its Affiliates in-licenses any Know-How, Materials or Patents that directly relate to or Cover the Elected Candidate and/or Licensed Product or its Manufacture or use.

1.12 “Celgene Regulatory Rights” means all Regulatory Data, Regulatory Filings and Regulatory Approvals for Elected Candidate and Licensed Product worldwide Controlled by Celgene or any of its Affiliates.

1.13 “Celgene Technology” means all Celgene Solely Owned IP and all of Celgene’s right, title and interest in and to Joint IP.

1.14 “Clinical Study” means any human clinical trial of a Product Candidate.

1.15 “Commercialization” means any and all activities directed to the Manufacturing, marketing, detailing, promotion and securing of reimbursement of a product after Regulatory Approval has been obtained (including making, having made, using, importing, selling and offering for sale such product), and will include post-approval clinical studies, post-launch marketing, promoting, detailing, marketing research, distributing, customer service, administering and commercially selling such product, importing, exporting or transporting such product for commercial sale, and all regulatory compliance with respect to the foregoing.

1.16 “Commercially Reasonable Efforts” means, with respect to the Development or Commercialization of Licensed Product by a Party, that level of efforts and resources that such Party would normally devote to the Development or Commercialization, as the case may be, of a product owned by it or to which it has rights of the type it has hereunder, which is of a similar commercial potential at a similar stage in its lifecycle, in each case taking into account issues of safety and efficacy, product profile, the proprietary position, the then current competitive environment for such product and the likely timing of such product’s entry into the market, the pricing and launching strategy for the respective product, the regulatory environment and status of such product, and other relevant scientific, technical and commercial factors.

1.17 “Control” or “Controlled” means, with respect to any Know-How, Material, Patent, Regulatory Data, Regulatory Filings and Regulatory Approvals, the possession (whether by ownership or license, other than by a license or sublicense granted pursuant to this License Agreement) by a Party or its Affiliates of the ability to grant to the other Party a license or access as provided herein to such item, without violating the terms of any agreement or other arrangement with any Third Party or, other than under Applicable Bluebird In-Licenses, being obligated to pay any royalties or other consideration therefor (“Additional Payments”). For clarity, Other In-Licenses are not “Controlled” for purposes of this License Agreement, unless and only after such Other In-License is converted into an Applicable New In-License pursuant to Section 3.2(b). Notwithstanding the foregoing, as provided in Section 3.2(a), if on or after the License Agreement Effective Date and for such time as the other Party agrees to pay and does in fact pay all Additional Payments with respect to such Party’s access or license to any Know-How, Material, Patent, Regulatory Data, Regulatory Filings and Regulatory Approvals (other than that in-licensed by Bluebird pursuant to an Other In-License), such Know-How, Material, Patent, Regulatory Data,

Regulatory Filings and Regulatory Approvals will be deemed to be included in the definition of “Control”.

1.18 “Covers”, with reference to (a) a Patent, means that the making, using, selling, offering for sale or importing of a product or practice of a method would infringe a Valid Claim of such Patent in the country in which such activity occurs, and (b) Materials or Know-How, means that the Manufacture, Development or Commercialization of a product incorporates, embodies or otherwise makes use of such Materials or Know-How.

1.19 “EU” means the organization of member states of the European Union as it may be constituted from time to time.

1.20 “EU Regulatory Event” means, with respect to a Licensed Product, the earlier to occur of [***].

1.21 “Field” means the targeting of the Target Antigen by the use of (a) T-cells expressing a CAR (with or without other engineering to enhance functionality and/or safety), including virus specific genetically modified T-cells expressing a synthetic CAR, and (b) T-cells expressing native antigen receptors or engineered antigen receptors in which the T-cells are genetically modified to enhance their performance, persistence or safety, in each case under (a) and (b) for the treatment, modulation, palliation or prevention of cancer in humans.

1.22 “First Commercial Sale” means the first sale for use or consumption of any Licensed Product in a country after all required Regulatory Approvals for commercial sale of such Licensed Product have been obtained in such country.

1.23 “First Indication” means the first disease condition for which a particular Licensed Product has been approved by a Regulatory Authority.

1.24 “GAAP” means U.S. generally accepted accounting principles or International Financial Reporting Standards, consistently applied, as designated and used by the applicable Party.

1.25 “Gene Editing” means homing endonuclease (HE) and megaTAL gene editing technologies, including HE/megaTAL-mediated homology directed recombination and Bluebird’s proprietary DARIC cell signaling technology.

1.26 “In-License Payments” means any amounts paid or payable under any Applicable Bluebird In-License that are incurred by Bluebird solely and directly as a result of the grant of a sublicense thereunder under this License Agreement to Celgene, any of Celgene’s contract Third Parties under Section 3.5, or any further Sublicensees of Celgene (including of Celgene’s Affiliates that are granted sublicenses) under this License Agreement. Any such payments will include [***], but excluding [***].

1.27 “Licensed IP” means all (a) Patents, Materials and Know-How Controlled at any time during the term of this License Agreement by Bluebird or any of its Affiliates (including any applicable Collaboration IP and Bluebird Technology), other than pursuant to an Applicable Bluebird In-License, and (b) Bluebird In-Licensed IP, in each case to the extent necessary or useful to Develop Elected Candidate and Develop and Commercialize Licensed Product. [***].

1.28 “Licensed Product” means any product that constitutes or incorporates an Elected Candidate (including all modified and improved versions thereof), in all forms, presentations, and formulations (including manner of delivery and dosage). A modified or improved version of an Elected Candidate constituted or incorporated in a product will be deemed a “Modified Licensed Product” for purposes of Section 4.2 if it is Covered by patentable technology Controlled by Bluebird that (a) is first discovered, created, conceived, developed or reduced to practice after the later of (i) the License Agreement Effective Date and (ii) the end of the Collaboration Program Term, (b) requires the submission of a new BLA with respect to such modified or improved Elected Candidate, and (c) materially contributes to the Elected Candidate being approved for a new indication or new patient population. For clarity, “Modified Licensed Products” are Licensed Products hereunder for all purposes other than Section 4.2.

1.29 “Manufacturing” means the production, manufacture, processing, filling, finishing, packaging, labeling, shipping and holding of product or any intermediate thereof, including process development, process qualification and validation, scale-up, commercial manufacture and analytic development, product characterization, stability testing, quality assurance and quality control. With reference to Elected Candidate and Licensed Product, Manufacturing includes Vector and associated Payload supply.

1.30 “Net Sales” means [***].

1.31 “Pivotal Study” means (a) a Phase 3 Study that is intended by Celgene to be submitted (together with any other registration trials that are prospectively planned when such Phase 3 Study is initiated) for Regulatory Approval in the U.S. or the EU, or (b) any other clinical study that is designed to establish that a pharmaceutical product is safe and efficacious for its intended use, and to determine warnings, precautions, and adverse reactions that are associated with such pharmaceutical product in the dosage range to be prescribed, which clinical study is a registration trial intended to be sufficient for filing an application for a Regulatory Approval for the Licensed Product in the U.S. or another country or some or all of an extra-national territory, solely as evidenced by the acceptance for filing for a Regulatory Approval for such product after completion of such study.

1.32 “Regulatory Exclusivity Period” means with respect to a Licensed Product in a country, the period of time during which (a) Celgene or any of its Affiliates or Sublicensees has been granted the exclusive legal right by a Regulatory Authority (or is otherwise entitled to the exclusive legal right by operation of Law) in such country to market and sell the Licensed Product, or (b) the data and information submitted by Celgene or any of its Affiliates or Sublicensees to the relevant Regulatory Authority in such country for purposes of obtaining Regulatory Approval may not be disclosed, referenced or relied upon in any way by such Regulatory Authority (including by relying upon the Regulatory Authority’s previous findings regarding the safety or effectiveness of the Licensed Product) to support the Regulatory Approval or marketing of any product by a Third Party in such country.

1.33 “Second Indication” means [***].

1.34 “Selling Party” means Celgene and its Sublicensees (including Celgene’s Affiliates that are granted sublicenses pursuant to Section 3.3).

1.35 “**Sublicensee**” means any person or entity (including Affiliates of Celgene) that is granted a sublicense as permitted by Section 3.3 (or an option to take such a sublicense), either directly by Celgene or indirectly by any other Sublicensee hereunder.

1.36 “**Target Antigen**” means the antigen designated as B-cell maturation antigen (BCMA) as further set forth on Appendix D, and naturally occurring variants thereof.

1.37 “**Valid Claim**” means, with respect to a particular country, (a) any claim of an issued and unexpired Patent in such country that (i) has not been held revoked, unenforceable or invalid by a decision of a court or governmental agency of competent jurisdiction, which decision is unappealable or unappealed within the time allowed for appeal and (ii) has not been abandoned, disclaimed, denied or admitted to be invalid or unenforceable through reissue or disclaimer or otherwise in such country, or (b) a claim of a pending Patent application that has not been finally abandoned or finally rejected or expired and which has been pending [***] from the date of filing of the earliest priority Patent application to which such pending Patent application is entitled to claim benefit.

1.38 “**Vector Supplies**” means supplies of Vectors and associated Payloads Manufactured for incorporation into Elected Candidate and Licensed Product for Development or Commercialization thereof.

Definitions for each of the following terms are found in the body of this License Agreement or the Appendices hereto as indicated below:

Defined Terms	Location
Additional IP	Section 3.2(a)
Additional Payments	Section 1.17
Applicable Bluebird In-License	Section 1.1
Applicable New In-License	Section 1.2
Applicable Pre-Existing In-License	Section 1.3
Bankruptcy Code	Section 3.7
Biosimilar Application	Section 7.2(f)
Biosilimar Product	Section 1.4
Biosimilar Product Competition	Section 4.3(e)
Bluebird	Preamble
Bluebird In-Licensed IP	Section 1.5
Bluebird Indemnitees	Section 9.6(a)
Bluebird Technology	Section 1.6
Business Acquisition	Section 3.4(b)
Business Party	Section 3.4(b)
Business Program	Section 3.4(b)
Celgene	Preamble
Celgene Corp	Preamble
Celgene Development & Commercialization Program	Section 1.7
Celgene Europe	Preamble

<i>Defined Terms</i>	<i>Location</i>
Celgene Indemnitees	Section 9.6(b)
Celgene Licensed Product In-License	Section 1.8
Celgene Licensed Product In-Licensed IP	Section 1.9
Celgene Licensed Product IP	Section 1.10
Celgene Other In-License	Section 1.11
Celgene Regulatory Rights	Section 1.12
Celgene Technology	Section 1.13
Clinical Study	Section 1.14
Combination Product	Section 1.30
Commercialization	Section 1.15
Commercially Reasonable Efforts	Section 1.16
Competitive Infringement	Section 7.1
Control	Section 1.17
Covers	Section 1.18
Elected Candidate	Appendix A
EU	Section 1.19
EU Regulatory Event	Section 1.20
Field	Section 1.21
First Commercial Sale	Section 1.22
First Indication	Section 1.23
Fully Burdened Manufacturing Cost	Appendix H
GAAP	Section 1.24
Gene Editing	Section 1.25
In-License Payment	Section 1.26
Indemnification Claim Notice	Section 9.6(c)
Indemnified Party	Section 9.6(c)
Joint IP	Section 5.2
License Agreement	Preamble
License Agreement Effective Date	Preamble
License Agreement Term	Section 10.1
Licensed IP	Section 1.27
Licensed Product	Section 1.28
Litigation Conditions	Section 9.6(d)(i)
Losses	Section 9.6(a)
Major EU Countries	Section 1.20
Manufacturing	Section 1.29
Manufacturing and Supply Agreement	Section 2.4(c)(ii)
Master Collaboration Agreement	Preamble
Milestone Event	Section 4.2
Milestone Payment	Section 4.2
Modified Licensed Product	Section 1.28

<i>Defined Terms</i>	<i>Location</i>
Net Sales	Section 1.30
Original MCA	Preamble
Party(ies)	Preamble
Patent Challenge	Section 10.2(b)
PHSA	Section 7.2(f)
Pivotal Study	Section 1.31
Regulatory Exclusivity Period	Section 1.32
Second Indication	Section 1.33
Selling Party	Section 1.34
Solely Owned IP	Section 5.1
Specific Patent	Section 6.3
Sublicensee	Section 1.35
Third Party Claims	Section 9.6(a)
Valid Claim	Section 1.37
Vector Supplies	Section 1.38

2. **Development and Commercialization.**

2.1 **Development.** As of and after the License Agreement Effective Date, Celgene will assume sole responsibility for, and control of, Developing Elected Candidate and Licensed Product in the Field worldwide, and will establish a Celgene Development & Commercialization Program for that purpose. As of and after the License Agreement Effective Date, Celgene will have sole responsibility for all costs and expenses arising from the Development and Commercialization of Elected Candidate and Licensed Product in the Field worldwide. Notwithstanding the foregoing, if the initial Phase 1 Study with respect to Optioned Candidate has not been completed as of the License Agreement Effective Date, Bluebird will continue to be responsible for the performance of such initial Phase 1 Study under the oversight of the JSC under the Master Collaboration Agreement until completion of such initial Phase 1 Study. In the event Bluebird continues to be responsible for the performance of such initial Phase 1 Study, Bluebird will be responsible for the costs of performing such initial Phase 1 Study on the terms set forth in the Master Collaboration Agreement.

2.2 **Regulatory.** Subject to the last sentence of Section 2.1, (a) as of and after the License Agreement Effective Date, Celgene will lead and have sole control of all efforts with Regulatory Authorities regarding the Development and Commercialization of Elected Candidate and Licensed Product in the Field worldwide, including taking full responsibility for preparing and filing the relevant Regulatory Filings and seeking Regulatory Approval and (b) promptly following the License Agreement Effective Date, Bluebird will, at Celgene's expense, assign to Celgene all Regulatory Filings with respect to Elected Candidate and Licensed Product. For clarity, in the event Bluebird continues to be responsible for the performance of an initial Phase 1 Study following the License Agreement Effective Date in accordance with Section 2.1, Bluebird will retain ownership of any Regulatory Filings (including the IND) for Optioned Candidate until completion of such initial Phase 1 Study. In the event of failure to assign such Regulatory Filings to Celgene, Bluebird hereby consents and grants to Celgene the right to access and reference

(without any further action required on the part of Bluebird, whose authorization to file this consent with any Regulatory Authority is hereby granted) any such Regulatory Filing.

2.3 Technical Assistance. During the Collaboration Program Term, Bluebird will reasonably cooperate with Celgene to provide all technical assistance, and to transfer to Celgene any additional Know-How licensed to Celgene under Section 3.1, requested by Celgene to facilitate the transfer of Development efforts related to Elected Candidate and Licensed Product. Such cooperation will include providing Celgene with reasonable access by teleconference or in-person at Bluebird's facilities to Bluebird personnel involved in the research and Development of Elected Candidate to provide Celgene with a reasonable level of technical assistance and consultation in connection with the transfer of such Know-How. Following the Collaboration Program Term, Bluebird will reasonably cooperate with Celgene to provide reasonable amounts of technical assistance, including to transfer to Celgene any additional Know-How licensed to Celgene under Section 3.1, with respect to Elected Candidate or Licensed Product as reasonably requested by Celgene with reasonable advance notice to Bluebird. Any dispute with respect to the amount and completeness of the technical assistance and cooperation to be provided by Bluebird under this Section 2.3 will be referred to and finally resolved by binding arbitration by a mutually agreeable, disinterested, conflict-of-interest-free individual not affiliated or consulting with either Party. Any such arbitration will be conducted under the then-current rules of the American Arbitration Association.

2.4 Manufacture and Supply.

(a) *Manufacturing*. Subject to Section (b), Celgene will be solely responsible for, and will bear all the costs and expenses of, Manufacturing and supplying all Elected Candidate and Licensed Product for Development and Commercialization in the Field worldwide and, subject to Section 2.4(c), Celgene will purchase Vector Supply from Bluebird or its designee for such purpose.

(b) *Vector Supply*. Bluebird will have the sole right to Manufacture or have Manufactured Vector Supply, and Celgene will have no rights with respect thereto except as provided in Section 2.4(c)(iv). Except as provided in Section 2.4(c)(iv) or in the Manufacturing and Supply Agreement, neither Celgene nor any Affiliate of Celgene (nor any others on behalf of or under license or sublicense from Celgene or any of its Affiliates) will Manufacture (i) any Vector and associated Payload for Licensed Product or (ii) Licensed Product, except for the Manufacture of Licensed Product using Vector Supply supplied by or on behalf of Bluebird. Except as provided in Section 2.4(c)(iv) or in the Manufacturing and Supply Agreement, Celgene and its Affiliates and Sublicensees will purchase all Vector Supply exclusively from Bluebird or its designee.

(c) *Vector Supply Terms*.

(i) Except as provided otherwise in this Section 2.4(c) or in the Manufacturing and Supply Agreement, Bluebird and its Affiliates will Manufacture, or cause a Third Party to Manufacture, all Vector Supply for all Elected Candidate and Licensed Product required for clinical Development and Commercialization in the Field worldwide, and will have the right to make all necessary decisions regarding arrangements with Third Party manufacturers, provided

that Bluebird will reasonably consult with Celgene with respect to all such arrangements and obtain Celgene's prior written consent, which will not be unreasonably withheld, conditioned or delayed. [***].

(ii) The Parties will enter into a "Manufacturing and Supply Agreement," between each other or among the Parties and an Affiliate or a Third Party, covering Vector Supply as soon as reasonably practicable after the License Agreement Effective Date, which agreement will be consistent with and supersede the terms of this Section 2.4(c) and will otherwise be subject in all respects to the terms and conditions of this License Agreement.

(iii) The cost to Celgene of Vector Supply will equal [***] of Bluebird's Fully Burdened Manufacturing Cost for such Manufacture, plus [***], unless otherwise agreed by the Parties in writing.

(iv) The Manufacturing and Supply Agreement will include the terms set forth in Appendix I, including terms permitting Celgene to establish "back-up" and/or "second source" rights for Vector Supply and license grants from Celgene to Bluebird under the Celgene Licensed Product IP and Celgene Licensed Product In-Licensed IP to the extent necessary or useful for Bluebird to Manufacture Vector Supply. [***]. Any such arbitration will be conducted under the then-current rules of the American Arbitration Association. Each Party will prepare and submit a written summary of such Party's position with respect to the disputes issues and any relevant evidence in support thereof to the arbitrator within [***] days of selection of the arbitrator. Upon receipt of such summaries from both Parties, the arbitrator(s) will provide copies of the same to the other Party. The arbitrator will be authorized to solicit briefing or other submissions on particular questions. Within [***] days of the delivery of such summaries by the arbitrator, each Party will submit a written rebuttal of the other Party's summary and may also amend and re-submit its original summary. Oral presentations will not be permitted unless otherwise requested by the arbitrator. The arbitrator will make a final decision with respect to the disputed issues within [***] days following receipt of the last of such rebuttal statements submitted by the Parties [***]. Immediately following such arbitration decision, the Parties will enter into the Manufacturing and Supply Agreement which includes the terms and conditions agreed to by the Parties and such other terms and conditions decided by such arbitrator with respect to the disputed issues.

(v) At Celgene's request, Bluebird will cooperate with Celgene's reasonable requests, at Celgene's cost and expense, to engage in a technology transfer to allow Celgene, in accordance with Section 2.4(c)(iv), to Manufacture Vector Supply (through the first commercial batch of Vector Supply) itself or by through its designated Third Party manufacturer, by transferring all Know-How, Materials, technology and trade secrets Controlled by Bluebird or its Affiliates that are necessary to Manufacture Vector Supply, thereby enabling Celgene (or such Third Party) to Manufacture the Vector Supply.

(vi) Any purchase of Vector Supply from Bluebird or its designee will expressly not include any license rights to any Know-How or Patents, but instead all licenses (implied, by exhaustion or otherwise) will arise under Section 3.1, if and as applicable.

(vii) For the purpose of this License Agreement, certain words and phrases (and their correlatives) relating to Manufacturing will have the meanings set forth on Appendix I.

2.5 Celgene Diligence. Celgene, directly or through one or more of its Sublicensees, will use Commercially Reasonable Efforts: (a) to Develop Licensed Product in the Field and to obtain Regulatory Approvals therefor; and (b) to Commercialize Licensed Product in the Field after obtaining such Regulatory Approval, in each country worldwide where Commercializing Licensed Product would be warranted by using Commercially Reasonable Efforts.

2.6 Annual Update Meetings. At least once during each consecutive twelve (12)-month period from the License Agreement Effective Date until the earlier of first approval of a BLA for Licensed Product by the FDA or first approval of an MAA for Licensed Product by the EMA, within thirty (30) days of Bluebird's written request, the Parties will meet in person at a U.S. site of Celgene for Celgene to provide Bluebird with an update on the Development of Licensed Product by Celgene and its Sublicensees. During such meeting, Celgene will disclose to Bluebird all material information regarding such Development.

2.7 Reports by Celgene. Celgene will prepare and maintain, and will cause its Sublicensees to prepare and maintain, reasonably complete and accurate records regarding the Development of Elected Candidate and Licensed Product, and Commercialization of Licensed Product worldwide after Regulatory Approval therefor. Celgene will provide to Bluebird a reasonably detailed report regarding such efforts at least once every twelve (12)-month period from the License Agreement Effective Date. Such report will contain sufficient detail to enable Bluebird to assess Celgene's compliance with its Development and Commercialization obligations in Section 2.5, including information with respect to the following: (a) the design, status and results of any animal studies and clinical trials for Licensed Product; (b) any regulatory milestones, and any Regulatory Approvals achieved, for Licensed Product; and (c) activities with respect to selling, promoting, supporting, detailing and marketing of Licensed Product. In addition to the foregoing, Celgene will provide Bluebird with such additional information regarding any such activities as Bluebird may reasonably request from time to time.

2.8 Applicable Bluebird In-Licenses and Other IP.

(a) *Maintenance of Applicable Bluebird In-Licenses*. Bluebird (i) will duly perform and observe all of its obligations under the Applicable Bluebird In-Licenses in all material respects and maintain in full force and effect the Applicable Bluebird In-Licenses, and (ii) will not, without Celgene's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), (A) amend, modify, restate, cancel, supplement or waive any provision of any Applicable Bluebird In-License, or grant any consent thereunder, or agree to do any of the foregoing, or (B) exercise any right to terminate any Applicable Bluebird In-License in each case ((A) and (B)) that would reasonably be expected to adversely affect in any respect the rights of Celgene under this License Agreement, provided that Bluebird will provide prior written notice to Celgene of all of the foregoing notwithstanding whether or not any of the foregoing would reasonably be expected to adversely affect in any respect the rights of Celgene under this License Agreement. Bluebird will provide Celgene with written notice as promptly as practicable (and in any event within five (5) business days) after becoming aware of any of the following: (I) any material breach or default by Bluebird or any of its Affiliates of any covenant, agreement or other provision of any Applicable

Bluebird In-License, (II) any notice or claim from the counterparty to any Applicable Bluebird In-License terminating or providing notice of termination of any Applicable Bluebird In-License, (III) any notice or claim alleging any breach of default under any Applicable Bluebird In-License, or (IV) the existence of any facts, circumstances or events which alone or together with other facts, circumstances or events could reasonably be expected (with or without the giving of notice or passage of time or both) to give rise to a breach of or default under or right to terminate any Applicable Bluebird In-License. If Bluebird fails to pay any amounts due under any Applicable Bluebird In-License and if such nonpayment would permit the counterparty to such Applicable Bluebird In-License to terminate or suspend the same or any rights thereunder, Celgene will have the right, but not the obligation, in its sole discretion, to pay such amounts on Bluebird's behalf, and any amounts so paid by Celgene may be taken by Celgene as a credit against any amounts payable to Bluebird under this License Agreement.

(b) *Maintenance of Celgene Licensed Product In-Licenses.* Celgene (i) will duly perform and observe all of its obligations under the Celgene Licensed Product In-Licenses in all material respects and maintain in full force and effect the Celgene Licensed Product In-Licenses, and (ii) will not, without Bluebird's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), [***]. Celgene will provide Bluebird with written notice as promptly as practicable (and in any event within [***]) after becoming aware of any of the following: [***]. If Celgene fails to pay any amounts due under any Celgene Licensed Product In-License [***], Bluebird will have the right, but not the obligation, in its sole discretion, to [***].

(c) *Applicable Bluebird In-License Requirements.* Celgene will abide, and will cause all its Affiliates and applicable Sublicensees to abide, by all requirements of each Applicable Bluebird In-License in all material respects (and in any case in all respects in the case that failure to so abide would result in a breach under the Applicable Bluebird In-License), to the extent applicable to Sublicensees thereunder and to the extent disclosed by Bluebird to Celgene, with the understanding that disclosure by Bluebird of any Applicable Bluebird In-License to Celgene will be deemed disclosure of such requirements of such Applicable Bluebird In-License to Celgene. In the event of a termination of any Applicable Bluebird In-License, Bluebird agrees, to the extent requested by Celgene, to reasonably assist Celgene in securing a direct license from the applicable licensor under any Patents, Materials and Know-How that was licensed to Bluebird and sublicensed to Celgene hereunder prior to such termination. In addition, Bluebird agrees, if requested by Celgene, to reasonably assist Celgene in securing a standby license from the applicable licensor under any Patents, Materials and Know-How that are licensed to Bluebird and sublicensed to Celgene.

3. **License Grants.**

3.1 License by Bluebird. Subject to the terms and conditions of this License Agreement, Bluebird hereby grants to Celgene a worldwide, exclusive (even as to Bluebird) license, with the right to sublicense only as permitted by Section 3.4, under Licensed IP, to Develop Elected Candidate and to Develop and Commercialize Licensed Product. Further, (a) the license to Commercialize granted in this Section 3.1 will cover only the sale and offer for sale of Licensed Product in finished form and not the sale or offer for sale of Vectors (other than as and to the extent incorporated in the Licensed Product), and (b) rights to Manufacture Vectors and associated

Payloads are included within the scope of the license granted to Celgene under this Section 3.1, which rights are subject to the terms and conditions of Section 2.4(c).

3.2 Additional IP; Other In-Licenses.

(a) *Additional IP.* Except as set forth in Section 3.2(b), Celgene may, on or after the License Agreement Effective Date, elect to include within the scope of the Licensed IP any Know-How, Material, Patent, Regulatory Data, Regulatory Filings or Regulatory Approvals ("Additional IP"), that would be Controlled by Bluebird but for required payments of Additional Payments to a Third Party, by (i) providing notice to Bluebird of same and (ii) agreeing to pay and in fact paying all Additional Payments with respect to Celgene's access or license to such Additional IP. Following Bluebird's receipt of such notice and subject to Celgene's performance of its obligations to pay any Additional Payments with respect to Celgene's access or license to such Additional IP, such Additional IP will be deemed Licensed IP hereunder. For avoidance of doubt, this Section 3.2(a) does not apply to Know-How, Materials, Patents, Regulatory Data, Regulatory Filings or Regulatory Approvals licensed to Bluebird under the Applicable Bluebird In-Licenses, all of which are deemed Controlled by Bluebird notwithstanding this Section 3.2(a).

(b) *Other In-Licenses.* Celgene may, on or after the License Agreement Effective Date, elect to convert any Other In-License to an Applicable New In-License by providing notice to Bluebird of same. Upon Bluebird's receipt of such notice, such Other In-License will be an Applicable New In-License hereunder, Appendix B will automatically be updated to include such New In-License and the provisions of this License Agreement applicable to New In-Licenses, including Section 4.1(b), will apply with respect to such New In-License.

3.3 Sublicensing Rights.

(a) *Transfer.* The licenses granted in Sections 3.1 are transferable only upon a permitted assignment of this License Agreement in accordance with Section 11.12.

(b) *Celgene Sublicenses.* The license granted in Section 3.1 may be sublicensed, in full or in part, by Celgene by a written agreement to its Affiliates and Third Parties (with the right to sublicense through multiple tiers), provided, that as a condition precedent to and requirement of any such sublicense:

(i) Celgene will provide Bluebird with a copy of any sublicense agreement with a non-Affiliated Sublicensee within thirty (30) days of execution thereof, and to the extent permitted under any Applicable Bluebird In-License, such sublicense agreement may be redacted as necessary to protect commercially sensitive information;

(ii) Celgene will be responsible for any and all obligations of such Sublicensee as if such Sublicensee were "Celgene" hereunder; and

(iii) Any such Sublicensee will agree in writing to be bound by substantially identical obligations as Celgene hereunder with respect to the activities of such Sublicensee hereunder (and not with respect to the activities of any other), including Know-How disclosure obligations Celgene has to Bluebird hereunder with respect to the activities of such Sublicensee hereunder (but excluding payment obligations).

3.4 Exclusivity.

(a) During the License Agreement Term, neither Party nor its Affiliates (nor any others on behalf of or with, or under license (including a covenant not to sue) or sublicense from, such Party or any its Affiliates) will research, Develop, Manufacture or Commercialize any actual or potential products (including Vectors and associated Payloads) to be used in the Field (which, for the purposes of this Section 3.4, will include all indications and will not be limited to cancer) that specifically target the Target Antigen, other than pursuant to this License Agreement (which includes, for avoidance of doubt, research, Development, Manufacture and Commercialization of improved and modified versions of the Licensed Product by Celgene) or any other Development & Commercialization Agreement (which includes, for avoidance of doubt, research, Development, Manufacture and Commercialization of improved and modified versions of the Licensed Product by Celgene).

(b) Notwithstanding Section 3.4(a), if (i) a Business Combination occurs with respect to either Party with a Third Party or (ii) a Party acquires a Third Party (including by a merger or consolidation) so that such Third Party becomes an Affiliate over which the acquiring Party has control (as defined in the definition of Affiliate), or (iii) a Party acquires all or substantially all of the assets of a Third Party (including any subsidiaries or divisions thereof) (each of (i), (ii) and (iii), a “Business Acquisition”; such Party, the “Business Party”), and, in each case, the Third Party (or any of such Third Party’s Affiliates or any successors or assigns of such Third Party or such Third Party’s Affiliates, other than the Business Party and its Affiliates as of the Business Acquisition) (A) already has, or the acquired assets contain, as applicable, a program that existed prior to, or was planned prior to and is demonstrably to be implemented shortly after, the Business Acquisition or (B) initiates and pursues a new program following such Business Acquisition, in each case that would otherwise violate Section 3.4(a) (a “Business Program”), then such Third Party (or any of such Third Party’s Affiliates or any successors or assigns of such Third Party or such Third Party’s Affiliates, other than the Business Party and its Affiliates as of the Business Acquisition), as applicable, will be permitted to initiate, pursue and continue such Business Program after such Business Acquisition and such initiation, pursuit and continuation will not constitute a violation of Section 3.4(a); provided however that (I) none of the Licensed IP, or other Patents, Materials or Know-How Controlled by the other Party and, in each case, licensed to the Business Party will be used in the Business Program, and (II) the research or Development activities required under this License Agreement will be conducted separately from any research or Development activities directed to such Business Program, including the maintenance of separate lab notebooks and records (password-protected to the extent kept on a computer network) and separate personnel working on each of the activities under this License Agreement and the activities covered under such Business Program.

(c) [***].

(d) [***].

3.5 Contract Manufacturers. Subject to the terms and conditions of this License Agreement, either Party will have the right to appoint by a written agreement “contract manufacturers”, meaning any Third Party or Affiliate of such Party that manufactures Licensed Product (or components therefor, including for Bluebird, Vectors and associated Payloads) for re-

sale, but who itself is not a “Sublicensee” hereunder and thereby exercises “have made” rights granted by the other Party hereunder, as well as “contract research organizations” and other providers performing services on Celgene’s behalf, none of which will be deemed a “Sublicensee” hereunder. Each Party will be responsible for any such contract manufacturer, contract research organization or service provider hereunder, and further will require any such contract manufacturer, contract research organization or service provider to agree in writing to comply with Sections 3.6 and 8.

3.6 No Implied Rights. No license, sublicense or other right is or will be created or granted hereunder by implication, estoppel or otherwise. Any licenses, sublicenses or rights will be granted only as expressly provided in this License Agreement. Celgene will not practice or otherwise use any Licensed IP other than in accordance with the licenses granted in Section 3.1.

3.7 Section 365(n) of the Bankruptcy Code. All rights and licenses granted pursuant to any section of this License Agreement are, and will be deemed to be, rights and licenses to “intellectual property” (as defined in Section 101(35A) of title 11 of the United States Code and of any similar provisions of applicable Laws under any other jurisdiction (the “Bankruptcy Code”). Bluebird agrees that Celgene, as a licensee of rights and licenses under this License Agreement, will retain and may fully exercise all of its rights and elections under the Bankruptcy Code. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Bluebird under the Bankruptcy Code or analogous provisions of applicable Law outside the United States, Celgene will be entitled to a complete duplicate of (or complete access to, as appropriate) any intellectual property licensed to Celgene and all embodiments of such intellectual property, which, if not already in Celgene’s possession, will be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon Celgene’s written request therefor, unless Bluebird elects to continue to perform all of its obligations under this License Agreement or (b) if not delivered under clause (a), following the rejection of this License Agreement by Bluebird in the bankruptcy proceeding upon written request therefor by Celgene.

4. Payments and Royalties.

4.1 Applicable Bluebird In-Licenses and Celgene Licensed Product In-Licenses.

(a) Applicable Pre-Existing In-Licenses. If any In-License Payment becomes due under any Applicable Pre-Existing In-License during the License Agreement Term, Bluebird will pay same, provided that Celgene will reimburse Bluebird for any such In-License Payment within thirty (30) days of Celgene’s receipt of Bluebird’s written invoice therefor, which In-License Payment (other than payments that are royalties) will not exceed [***], and subject to Section 6.1. Any such reimbursement by Celgene to Bluebird (i) is in addition to and not in lieu of the other payments required by this Section 4 and (ii) will not be subject to Section 4.3(d).

(b) Applicable New In-Licenses. Celgene may elect to take a sublicense under any New In-License of Bluebird and its Affiliates and upon such election, such New In-License will be an Applicable New In-License hereunder for all purposes. For the purposes of determining the Parties’ respective payment obligations, all Applicable New In-Licenses as of and following the License Agreement Effective Date will be listed on Appendix B. If any In-License Payment becomes due under any Applicable New In-License during the License Agreement Term, Bluebird

will pay same and, subject to Section 6.1, Celgene will reimburse Bluebird for (i) [***] of such payment that are royalties, which royalties will be subject to Section 4.3(d), and (ii) [***] of such payment that are not royalties, in each case ((i) and (ii)) within thirty (30) days of receipt of Bluebird's written invoice therefor. If Celgene elects to convert an Other In-License to an Applicable New In-License pursuant to Section 3.2(b), Celgene will reimburse Bluebird for [***] of any In-License Payments that became due under such Applicable New In-License during the License Agreement Term to the same extent as if such Applicable New In-License was designated as such as of the License Agreement Effective Date, including with respect to applicable Patent Costs in accordance with Section 6.1, provided that Bluebird provides Celgene with a reasonable accounting of same. If any In-License Payments are royalties due under any Applicable New In-License during the License Agreement Term, such royalties will be subject to Section 4.3(d). To the extent that any grant of a sublicense by Celgene or any Sublicensees under an Applicable New In-License triggers a payment obligation under such Applicable New In-License, Bluebird will pay same and Celgene will reimburse Bluebird for [***] of such payment within thirty (30) days of receipt of Bluebird's written invoice therefor.

(c) *Celgene Licensed Product In-Licenses.* If any payments become due under any Celgene Licensed Product In-License with respect to the Licensed Product, Bluebird will be responsible for [***] of such payments as provided in Section 4.1(e) of the Master Collaboration Agreement, provided that if any such payments are royalties, such royalties will be subject to Section 4.3(d).

4.2 Milestone Payments. Celgene will make milestone payments (each, a "Milestone Payment") to Bluebird upon the occurrence of each of the milestones events (each, a "Milestone Event") as set forth below in this Section 4.2. Each of the Milestone Payments will be payable to Bluebird by Celgene within forty-five (45) days of the achievement of the specified Milestone Event, and such payments when owed or paid will be non-refundable and non-creditable, and not subject to set-off, except as otherwise set forth in Sections 2.8(a), 10.3(c) and 10.6 hereof, and Sections 4.1(e), 4.3 and 10.6 of the Master Collaboration Agreement. Except with respect to Modified Licensed Products, each of the Milestone Payments are payable only once in total under this License Agreement, whether achieved by one or more Licensed Products. Notwithstanding the foregoing, Bluebird will be entitled to receive [***] of the Milestone Payments below, other than the Milestone Payment for the first Milestone Event (*i.e.*, [***]), [***].

<i>Milestone Event</i>	<i>Milestone Payment</i>
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

[***].

4.3 Royalties.

(a) *Rates.* Subject to the remainder of this Section 4.3, Celgene will pay to Bluebird running royalties, on a Licensed Product-by-Licensed Product basis, based on the total aggregate annual Net Sales worldwide by Selling Parties of such Licensed Product in a given calendar year at the following royalty rates:

<i>Annual Worldwide Net Sales of each Licensed Product</i>	<i>Royalty Rate</i>
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

By way of example, in a given calendar year, if the aggregate annual worldwide Net Sales for a Licensed Product is [***] the following royalty payment would be payable for those Net Sales under this Section 4.3(a): [***].

(b) *Royalty Term.* Royalties under Section 4.3(a) will be payable, on a Licensed Product-by-Licensed Product and country-by-country basis, on the Net Sales of any Licensed Product if at least one of the following two (2) conditions apply:

(i) if one or more Valid Claims within any of Patents included within the Licensed IP (including, for clarity, Joint IP) Covers such Licensed Product in such country; or

(ii) on a country-by-country basis, for [***] years from the First Commercial Sale of such Licensed Product in such country, provided that, for the purposes of this Section 4.3(b)(ii), Licensed Products that have achieved Regulatory Approval under different BLAs will be deemed to be separate Licensed Products hereunder, and thus subject to separate [***] year periods on a country-by-country basis.

(c) *Royalty Reduction.* If Licensed Product is royalty-bearing only on account of Section 4.3(b)(ii), then the royalty rates set forth in Section 4.3(a) with respect to Net Sales attributable to Licensed Product will be reduced by [***].

(d) *Third Party Royalty Payments.* If Celgene or its Sublicensee, in its reasonable judgment, is required to obtain a license from any Third Party under any Patent Covering Licensed Product in order to Develop or Commercialize such Licensed Product, and if Celgene (or its Sublicensee) is required to pay to such Third Party under such license any royalties, and the infringement of such Patent cannot reasonably be avoided by Celgene (or its Sublicensee), or if Celgene (or its Sublicensee) is required by a court of competent jurisdiction to pay royalties or lost profits to such a Third Party (and the infringement of such Patent cannot reasonably be avoided), then the amount of Celgene's royalty obligations under this Section 4.3 will be reduced by [***] of the amount of such royalties paid to such Third Party, provided however, that the royalties payable under Section 4.3(a) will not be reduced in any such event below [***] of the amounts set forth in Section 4.3(a) (but as may be further reduced pursuant to Section 4.3(c) or Section 4.3(e)) for each royalty tier. Any royalties payable under any Applicable Pre-Existing In-Licenses may

not be deducted under this Section 4.3(d) from royalties owed to Bluebird. Any royalties payable under any Applicable New In-Licenses and Celgene Licensed Product In-Licenses may be deducted under this Section 4.3(d) from royalties owed to Bluebird. Celgene (or its Sublicensee) will use its commercially reasonable efforts to minimize the amount of any of the foregoing payments owed to Third Parties. Prior to Celgene or its Sublicensee exercising its reasonable judgment under this Section 4.3(d), Celgene will provide Bluebird with written notice of a potential need to obtain any license from Third Parties. The Parties will discuss the best course of action to resolve such potential license requirement(s).

(e) [***].

(f) *Additional Royalty Provisions.* The royalties payable under Section 4.3(a) will be subject to the following:

(i) only one (1) royalty will be payable hereunder with respect to each Licensed Product unit;

(ii) royalties when owed or paid hereunder will, except as provided in Section 4.3(d), be non-refundable and non-creditable and not subject to set-off (except as otherwise provided in Sections 2.8(a), 10.3(c) and 10.6 hereof, Section 17.6 of any Co-Development, Co-Promote and Profit Share Agreement, and Sections 4.1(e), 4.3 and 10.6 of the Master Collaboration Agreement); and

(iii) except as expressly set forth in Sections 4.3(c), 4.3(d) and 4.3(e), no other royalty deductions are permitted hereunder.

4.4 Payment Terms.

(a) *Manner of Payment.* All payments to be made by Celgene hereunder will be made in U.S. dollars by wire transfer to such bank account as Bluebird may designate.

(b) *Reports and Royalty Payments.* For as long as royalties or other payments are due under this Section 4, Celgene will furnish to Bluebird a written report, after the end of each calendar quarter, showing the amount of Net Sales and royalty due under Section 4.3, and any other payments accrued during such calendar quarter, which report will be furnished within [***] of the end of the quarter for Net Sales generated by Celgene and its Affiliates, and within [***] of the end of the quarter for Net Sales generated by Sublicensees. [***]. The reports will include, at a minimum, the following information for the applicable calendar quarter, each listed by country of sale and use: [***].

(c) *Records and Audits.* Celgene will keep, and will cause each of the other Selling Parties, as applicable, to keep, and Bluebird will keep, adequate books and records of accounting for the purpose of calculating all royalties and other amounts payable by either Party to the other Party hereunder and ensuring each Party's compliance hereunder. For the [***] following the end of the calendar year to which each will pertain, such books and records of accounting (including those of the other Selling Parties, as applicable) will be kept at each of their principal place of business. At the request of either Party, the other Party will, and, with respect to Celgene, Celgene will cause each of the other Selling Parties to, permit the requesting Party and its representatives (including an independent auditor), at reasonable times and upon reasonable notice, to examine the books and records maintained pursuant to this Section 4.4(c). Such examinations may not [***]. Except as provided below, the cost of this examination will be borne by [***]. Unless disputed as described below, if such audit concludes that additional payments were owed or that excess payments were made during such period, [***]. In the event of a dispute regarding such books and records, [***], Bluebird and Celgene will work in good faith to resolve the disagreement. If the Parties are unable to reach a mutually acceptable resolution of any such dispute within [***], such dispute will be resolved in accordance with [***].

(d) *Currency Exchange.* With respect to Net Sales invoiced in U.S. dollars, the Net Sales and the amounts due to Bluebird hereunder will be expressed in U.S. dollars. With respect to Net Sales invoiced in a currency other than U.S. dollars, payments will be calculated based on [***].

(e) [***].

(f) *Blocked Payments.* In the event that, by reason of applicable Law in any country, it becomes impossible or illegal for Celgene (or any other Selling Party) to transfer, or have transferred on its behalf, payments owed Bluebird hereunder, Celgene will [***].

(g) *Interest Due.* If any payment due to either Party under this License Agreement is overdue (and is not subject to a good faith dispute), then such paying Party will pay interest thereon (before and after any judgment) at an annual rate (but with interest accruing on a daily basis) of [***].

(h) *Mutual Convenience of the Parties.* The royalty and other payment obligations set forth hereunder have been agreed to by the Parties for the purpose of reflecting and advancing their mutual convenience, including the ease of calculating and paying royalties and other amounts to Bluebird.

5. **Ownership and Inventorship of IP.**

5.1 **Solely-Owned IP.** Subject to Section 5.2, as between the Parties, each Party will own and retain all right, title and interest in and to any and all Know-How and Patents arising therefrom that are discovered, created, conceived, developed or reduced to practice solely by or on behalf of such Party under or in connection with this License Agreement, including as part of the Celgene Development & Commercialization Program ("**Solely Owned IP**"). Subject to the licenses hereunder and the other terms and conditions of this License Agreement, each Party will be solely responsible for the Prosecution and Maintenance, and the enforcement and defense, of any Patents within its Solely Owned IP, and the other Party will have no rights with respect thereto.

5.2 **Joint IP.** The Parties will jointly own any and all Know-How and Patents arising therefrom that are discovered, created, conceived, developed or reduced to practice jointly by or on behalf of the Parties, under or in connection with this License Agreement, including as part of the Celgene Development & Commercialization Program ("**Joint IP**"). Each Party will have an undivided one-half interest in and to Joint IP. Each Party will exercise its ownership rights in and to such Joint IP, including the right to license and sublicense or otherwise to exploit, transfer or encumber its ownership interest, without an accounting or obligation to, or consent required from, the other Party, but subject to the licenses hereunder and the other terms and conditions of this License Agreement, including Section 3.4. At the reasonable written request of a Party, the other Party will in writing grant such consents and confirm that no such accounting is required to effect the foregoing regarding Joint IP. Each Party, for itself and on behalf of its Affiliates, licensees and Sublicensees, and employees, subcontractors, consultants and agents of any of the foregoing, hereby assigns (and to the extent such assignment can only be made in the future hereby agrees to assign), to the other Party a joint and undivided interest in and to all Joint IP. The Prosecution and Maintenance, and the enforcement and defense, of any Patents within Joint IP will be jointly managed by the Parties on mutually agreeable terms to be entered into by the Parties at the time

any such Patents are first filed, provided that (a) all recoveries and Patent Costs arising from the enforcement or defense of any Patents within Joint IP, absent further agreement, will be shared by the Parties in accordance with Section 7.2(e) (provided that sufficient advance written notice of any such Patent Costs is given to the Party not incurring same) and (b) Patent Costs incurred in connection with the Prosecution and Maintenance of Patents within Joint IP will be apportioned as set forth in Sections 6.1 and 6.3, provided that in each case ((a) and (b)), if either Party elects not to pay any such Patent Costs for any such Patent, the Parties will meet and agree upon an equitable way to treat such Patent.

5.3 **Inventorship.** Inventorship determination for all Patents worldwide arising from any Know-How created, conceived or developed by or on behalf of the Parties under or in connection with this License Agreement and thus the ownership thereof will be made in accordance with applicable United States patent Laws.

5.4 **Allocation.** Notwithstanding Sections 5.1 – 5.3, the Patent Committee may allocate ownership of a particular item of intellectual property to improve the prospects of obtaining patent protection with respect to such item of intellectual property, even if such allocation is not in accordance with the terms of Sections 5.1 – 5.3, so long as the Parties mutually agree to such allocation.

6. **Patent Prosecution and Maintenance.**

6.1 **Generally.** Subject to Sections 6.2 and 6.3, Bluebird will have the sole right to Prosecute and Maintain Patents within the Licensed IP. Bluebird will use commercially reasonable efforts to, where applicable and upon Celgene's reasonable request, separate parent Patent applications within the Licensed IP into one or more separate Patent applications for Specific Patents, to the extent permitted under applicable Law, where doing so would not reasonably be expected to materially harm any Patent within the Licensed IP or other Patents owned by Bluebird or its Affiliates, provided that the foregoing limitation will not apply to Licensed IP that is Collaboration IP. Bluebird will be responsible for [***]. Celgene will be responsible for [***]. Except for costs associated with [***] during the License Agreement Term Celgene will be responsible for [***].

6.2 **Celgene Input.** Bluebird will regularly provide Celgene with copies of all applications for Patents within the Licensed IP, and all other material submissions and correspondence with any patent authorities regarding such Patents, in sufficient time to allow for review and comment by Celgene. In addition, Bluebird will provide Celgene and its counsel with an opportunity to consult with Bluebird and its counsel regarding Prosecution and Maintenance of any such Patents in the Field, and Bluebird will consider in good faith all comments timely made by Celgene and its counsel. In the event of any disagreement between any of Bluebird or Celgene, Bluebird will have the final decision-making authority with respect to the matter involved as long as Bluebird acts in good faith.

6.3 **Specific Patents.** For any Patent within the Licensed IP [***] (each "**Specific Patent**"), the following will apply: upon Celgene's written request, and provided that Bluebird reasonably agrees with Celgene that the following Prosecution and Maintenance activities would not materially harm any other Patent within the Licensed IP or other Patents owned by Bluebird or its

Affiliates (other than Collaboration IP), Celgene will control the Prosecution and Maintenance of the Specific Patents, and notwithstanding anything in Section 6.1 to the contrary, Celgene will be solely responsible for the payment of all related Patent Costs. In addition, Celgene will provide Bluebird and its counsel with an opportunity to consult with Celgene and its counsel regarding Prosecution and Maintenance of any such Specific Patents, and Celgene will include or reflect all reasonable comments timely made by Bluebird and its counsel. Celgene acknowledges and agrees that Bluebird may grant similar rights to other exclusive Third Party licensees under any Patent within the Licensed IP that has claims Covering only a product that is not a Licensed Product (or its manufacture or use) and no other product (or its manufacture or use), other than Specific Patents. If the Parties cannot agree whether or not any Patent within the Licensed IP is a Specific Patent, or if Bluebird claims that the foregoing Prosecution and Maintenance activities would materially harm any other Patent within the Licensed IP or other Patents owned by Bluebird or any of its Affiliates, either of the Parties may refer such dispute to a mutually agreeable, disinterested, conflict-of-interest-free individual not affiliated or consulting with either Party and who has at least fifteen (15) years of patent prosecution experience in the pharmaceutical field. Any such arbitration will be conducted under the then-current rules of the American Arbitration Association, and the decision of the arbitrator will be final.

6.4 Election Not to Prosecute or Maintain or Pay Patent Costs. If Bluebird elects not (a) to Prosecute or Maintain any Patents within the Licensed IP in any particular country before the applicable filing deadline or continue such activities once filed in a particular country, or (b) to pay the Patent Costs associated with Prosecution or Maintenance of any Patents within the Licensed IP, then in each such case Bluebird will so notify Celgene, promptly in writing and in good time to enable Bluebird to meet any deadlines by which an action must be taken to preserve such Patent in such country, if Celgene so requests. Upon receipt of each such notice by Bluebird, Celgene will have the right, but not the obligation, to notify Bluebird in writing on a timely basis that Celgene will assume control of the Prosecution or Maintenance of such Patent, and bear the Patent Costs thereafter incurred by Celgene with respect thereto. In addition, Celgene will provide Bluebird and its counsel with an opportunity to consult with Celgene and its counsel regarding Prosecution and Maintenance of any such Patents, and Celgene will include or reflect all reasonable comments timely made by Bluebird and its counsel. If after making such election, Celgene elects not to pay the Patent Costs associated with Prosecution or Maintenance of any such Patent, then in each such case Celgene will so notify Bluebird and on the ninetieth (90th) day after Bluebird's receipt of such notice such Patent will no longer be licensed to Celgene hereunder and will no longer be included within the "Licensed IP" hereunder.

6.5 Third Party Rights. To the extent that a Third Party licensor of Bluebird has retained any right to Prosecute or Maintain any Patent within the Licensed IP licensed to Celgene hereunder (including pursuant to an Applicable Bluebird In-License), or otherwise be involved in such activities, Bluebird will use commercially reasonable efforts to cause such Third Party licensor to take the actions specified by this Section 6 (including Sections 6.6 and 6.7) in a manner consistent with the in-license applicable thereto, but Bluebird will not be deemed to be in breach of its obligations under this Section 6 if, after using such commercially reasonable efforts, it is unable to comply with such obligations because of actions taken or not taken by such Third Party licensor.

6.6 Patent Extensions. Subject to the remainder of this Section 6.6, if any election for patent term restoration or extension, supplemental protection certificate or any of their equivalents may be made with respect to any Patent within the Licensed IP, after consultation with Celgene, the Parties will discuss and seek to reach mutual agreement whether or not to take such action. If the Parties are not able to reach mutual agreement, (a) Celgene will have the sole right to make the final decision whether or not to seek such patent term restoration or extension, supplemental protection certificate or any of their equivalents with respect to Specific Patents and Patents within the Collaboration IP licensed to Celgene hereunder and (b) Bluebird will have the sole right to make the final decision whether or not to seek such patent term restoration or extension, supplemental protection certificate or any of their equivalents with respect to all other Patents within the Licensed IP.

6.7 Regulatory Exclusivity Periods. With respect to any Patent listings required for any Regulatory Exclusivity Periods for Product, the Parties will mutually agree on which Patents within the Licensed IP to list, provided that if the Parties are not able to agree, Celgene will have the right to make the final decision, and provided further that the exercise of such right by Celgene will not increase or otherwise change the rights or obligations of the Parties hereunder.

6.8 Cooperation. Each Party will reasonably cooperate with the other Party in the Prosecution and Maintenance of Patents within the Licensed IP. Such cooperation includes promptly executing all documents, or requiring inventors, subcontractors, employees and consultants and agents of Celgene and Bluebird and their respective Affiliates and Sublicensees to execute all documents, as reasonable and appropriate so as to enable the Prosecution and Maintenance of any such Patents in any country.

6.9 Patent Marking. Celgene will mark, and will cause all other Selling Parties to mark, Product with all Patents within the Licensed IP in accordance with applicable Law, which marking obligation will continue for as long as (and only for as long as) required under applicable Law.

6.10 Common Interest Disclosures. With regard to any information or opinions disclosed pursuant to this License Agreement by one Party to the other Party regarding Prosecution and Maintenance of Patent within the Licensed IP, or enforcement of intellectual property and/or technology by or against Third Parties, Bluebird and Celgene agree that they have a common legal interest in determining the ownership, scope, validity and/or enforcement of the Licensed IP, and whether, and to what extent, Third Party intellectual property rights may affect the conduct of the Development and Commercialization of any Licensed Product, and have a further common legal interest in defending against any actual or prospective Third Party claims based on allegations of misuse or infringement of intellectual property rights relating to the Development or Commercialization of any Licensed Product. Accordingly, the Parties agree that all such information and materials obtained by the Parties from each other will be used solely for purposes of the Parties' common legal interests with respect to the conduct of the Agreement. All such information and materials will be treated as protected by the attorney-client privilege, the work product privilege, and any other privilege or immunity that may otherwise be applicable. By sharing any such information and materials, neither Party intends to waive or limit any privilege or immunity that may apply to the shared information and materials. Neither Party will have the authority to waive any privilege or immunity on behalf of the other Party without such other Party's

prior written consent, nor will the waiver of privilege or immunity resulting from the conduct of one Party be deemed to apply against any other Party. This Section 6.10 will be subject to any right granted by either Party to any Third Party, provided that the grant of such right to such Third Party does not conflict with the other Party's rights or the first Party's obligations under this License Agreement.

7. **Patent Enforcement and Defense.**

7.1 **Notice.** Each Party will promptly notify, in writing, the other Party upon learning of any actual or suspected Competitive Infringement of any Patents within the Licensed IP by a Third Party, or of any claim of invalidity, unenforceability, or non-infringement of any Patents within the Licensed IP, and will, along with such notice, supply the other Party with any evidence in its possession pertaining thereto. For purposes of this License Agreement, "**Competitive Infringement**" means any allegedly infringing activity in the Field (which, for the purposes of this definition, will include all indications and will not be limited to cancer) with respect to a Patent within the Licensed IP, which activity (a) falls within the scope then in effect of the licenses granted by Bluebird to Celgene as set forth in Sections 3.1, (b) is subject to Section 7.2(f), or (c) would be competitive with a Licensed Product and targets the same Target Antigen as such Licensed Product.

7.2 **Enforcement and Defense.**

(a) *Patents within the Licensed IP and Competitive Infringement.*

(i) As between the Parties, [***] will have the first right, but not the obligation, to seek to abate any Competitive Infringement of the Patents within the Licensed IP by a Third Party, or to file suit against any such Third Party for such Competitive Infringement. If [***] does not take steps to abate such Competitive Infringement, or file suit to enforce the Patents within the Licensed IP against such Third Party with respect to such Competitive Infringement, within a commercially reasonable time, [***] will have the right (but not the obligation) to take action to enforce the Patents within the Licensed IP against such Third Party for such Competitive Infringement. [***] will pay all its Patent Costs incurred for such enforcement.

(ii) Neither Party will exercise any of its enforcement rights under this Section 7.2(a) without first consulting with the other Party, provided that this consultation requirement will not limit either Party's rights under this Section 7.2(a).

(b) *Defense.* As between the Parties, [***] will have the first right, but not the obligation, to defend against a declaratory judgment action or other action challenging any Patents within the Licensed IP, other than with respect to [***]. If [***] does not take steps to defend within a commercially reasonable time, or elects not to continue any such defense (in which case it will promptly provide notice thereof to [***]), then [***] will have the right (but not the obligation) to defend any such Patent.

(c) *Withdrawal, Cooperation and Participation.* With respect to any infringement or defensive action identified above in this Section 7.2:

[***]

(d) [***].

(e) *Damages.* Unless otherwise agreed by the Parties, all monies recovered upon the final judgment or settlement of any action described in Section 7.2(a) or any action described in Section 7.2(b) will be used first to [***], with the balance of any such recovery to be divided as follows:

- (i) To the extent such recovery reflects [***];
- (ii) To the extent such recovery reflects [***];
- (iii) For the remainder of any such recovery, [***].

(f) *Biosimilar Applications.* If either Party receives a copy of an application submitted to the FDA under subsection (k) of Section 351 of the Public Health Service Act (“PHSA”) (a “Biosimilar Application”) naming Licensed Product as a reference product or otherwise becomes aware that such a Biosimilar Application has been filed (such as in an instance described in Section 351(1)(9)(C) of the PHSA), such Party will, [***]:

[***]

7.3 *Third Party Rights.* To the extent that a Third Party licensor of Bluebird has retained any right to (a) defend against a declaratory judgment action or other action challenging any Patents within the Licensed IP, (b) seek to abate any Competitive Infringement of the Patents within the Licensed IP by a Third Party, or (c) take any other actions described in Section 7.2(f) for any Patent within the Licensed IP licensed to Celgene hereunder (including pursuant to an Applicable Bluebird In-License), or otherwise be involved in such activities, Bluebird will use commercially reasonable efforts to cause such Third Party licensor to take the actions specified by this Section 7.3 in a manner consistent with the in-license applicable thereto, but Bluebird will not be deemed to be in breach of its obligations under this Section 7.3 if, after using such commercially reasonable efforts, it is unable to comply with such obligations because of actions taken or not taken by such Third Party licensor.

8. **Confidentiality.**

The Parties acknowledge and agree that terms of this License Agreement and all Materials, ideas and information of any kind, whether in written, oral, graphical, machine-readable or other form, whether or not marked as confidential or proprietary, which are transferred, disclosed or made available by a Party or at the request of a Party, including any of the foregoing of Third Parties, will be subject to the provisions of Section 10 of the Master Collaboration Agreement. The Parties agree to issue a joint press release promptly following the License Agreement Effective Date, the form of which shall be mutually approved by the Parties. A redacted version of this License Agreement will be agreed to by the Parties and shall be consistent with the corresponding redacted version of this License Agreement in such manner as is provided in Section 8.3 of the Master Collaboration Agreement.

9. **Warranties; Limitations of Liability; Indemnification.**

9.1 *Representations and Warranties.* Each Party represents and warrants to the other as of the License Agreement Effective Date that it has the legal right and power to enter into this License Agreement, to extend the rights and licenses granted or to be granted to the other in this License Agreement, and to fully perform its obligations hereunder.

9.2 Additional Representations and Warranties of Bluebird. Except as set forth in Schedule 9.2, Bluebird represents and warrants to Celgene that, as of the License Agreement Effective Date:

(a) *Licensed IP.* Appendix F sets forth a complete and accurate list of all Patents included in the Licensed IP, indicating the owner, licensor and/or co-owner(s), if applicable, and, for any Elected Candidate and Licensed Product-relevant subject matter or Materials, if no Patent is specifically licensed, a list of all subject matter or Materials that are included in the Licensed IP, including those licensed under a materials use license or equivalent. Bluebird Controls the Patents listed on Appendix F and the Know-How within the Licensed IP, and is entitled to grant the licenses specified herein. Bluebird has not granted to any Third Party any rights or licenses under such Patents or Know-How within the Licensed IP that would conflict with the licenses granted to Celgene hereunder.

(b) *Third Party Agreements.* The Applicable Bluebird In-Licenses are valid and binding obligations of Bluebird and, to the Knowledge of Bluebird, the applicable licensor, enforceable against Bluebird and, to the Knowledge of Bluebird, the applicable licensor, in accordance with their terms, except as may be limited by general principles of equity (regardless of whether considered in a proceeding at law or in equity) and by applicable bankruptcy, insolvency, moratorium and other similar Laws of general application relating to or affecting creditors' rights generally. Neither Bluebird nor any of its Affiliates has received any notice of any counterparty's intention to terminate any Applicable Bluebird In-License in whole or in part or any notice requesting any amendment, alteration or modification of such Applicable Bluebird In-License or any sublicense or assignment thereunder. There is no breach or default, or event which upon notice or the passage of time, or both, could give rise to any breach or default, in the performance of any Applicable Bluebird In-License by Bluebird or any of its Affiliates or, to the Knowledge of Bluebird, the counterparty thereto, and Bluebird has not received any notice of any such breach, default or event. Except for the Applicable Bluebird In-Licenses, neither Bluebird nor any of its Affiliates is a party to any license, sublicense or other agreement pursuant to which Bluebird or such Affiliate has received a license or other rights relating to the Elected Candidate or Licensed Product. All Patents and Know-How licensed to Bluebird under the Applicable Bluebird In-Licenses are Controlled by Bluebird for purposes of the licenses granted to Celgene under this License Agreement.

(c) *Patents.* To Bluebird's Knowledge, the Patents listed on Appendix F have been procured or are being procured from the respective patent offices in accordance with applicable Law. None of the Patents included in the Licensed IP is or has been involved in any opposition, cancellation, interference, reissue or reexamination proceeding, and no Licensed IP is the subject of any judicial, administrative or arbitral order, award, decree, injunction, lawsuit, proceeding or stipulation. Neither Bluebird nor any of its Affiliates has received any notice alleging that the Patents in the Licensed IP are invalid or unenforceable, or challenging Bluebird's ownership of or right to use any such rights.

(d) *No Conflicts.* The execution, delivery and performance by Bluebird of this License Agreement and the consummation of the transactions contemplated hereby will not result in any violation of, conflict with, result in a breach of or constitute a default under any understanding, contract or agreement to which Bluebird is a party or by which it is bound. Neither Bluebird nor

any of its Affiliates has entered into any agreement or otherwise licensed, granted, assigned, transferred, conveyed or otherwise encumbered or disposed of any right, title or interest in or to any of its assets, including any intellectual property rights, that would in any way conflict with or impair the scope of any rights or licenses granted to Celgene hereunder.

(e) *Outlicenses.* Appendix G sets forth a complete and accurate list of all agreements relating to the licensing, sublicensing or other granting of rights by Bluebird to any Person with respect to the Licensed IP and the Target Antigen, and Bluebird has provided complete and accurate copies of all such agreements to Celgene. Except for the Applicable Bluebird In-Licenses, Bluebird and its Affiliates are not subject to any payment obligations to Third Parties as a result of the execution or performance of this License Agreement. Neither Bluebird nor any of its Affiliates has granted any liens or security interests on the Licensed IP and the Licensed IP is free and clear of any mortgage, pledge, claim, security interest, covenant, easement, encumbrance, lien or charge of any kind.

(f) *No Proceedings.* There is no action, suit, proceeding or investigation pending or, to the Knowledge of Bluebird, currently threatened in writing against or affecting Bluebird that questions the validity of this License Agreement or the right of Bluebird to enter into this License Agreement or consummate the transactions contemplated hereby.

(g) *No Infringement.* Neither Bluebird nor any of its Affiliates has received any notice of any claim that any Patent, Know-How or other intellectual property Controlled by a Third Party would be infringed or misappropriated by the production, use, research, Development, Manufacture or Commercialization of the Elected Candidate or Licensed Product pursuant to this License Agreement, and, to the Knowledge of Bluebird, there are no Patents, Know-How or other intellectual property owned by a Third Party and not included in the Licensed IP or In-Licensed IP that are necessary for the production, use, research, Development, Manufacture or Commercialization of Elected Candidate or Licensed Product.

9.3 *Disclaimers.* Without limiting the respective rights and obligations of the Parties expressly set forth herein, each Party specifically disclaims any guarantee that any Licensed Product will be successful, in whole or in part. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS LICENSE AGREEMENT, THE PARTIES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY PATENTS, KNOW-HOW, ELECTED CANDIDATE OR LICENSED PRODUCT, INCLUDING WARRANTIES OF VALIDITY OR ENFORCEABILITY OF ANY PATENT RIGHTS, TITLE, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, PERFORMANCE, AND NONINFRINGEMENT OF ANY THIRD PARTY PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

9.4 [***].

9.5 *Performance by Others.* The Parties recognize that each Party may perform some or all of its obligations under this License Agreement through Affiliates and permitted subcontractors provided, however, that each Party will remain responsible and liable for the performance by its

Affiliates and permitted subcontractors and will cause its Affiliates and permitted subcontractors to comply with the provisions of this License Agreement in connection therewith.

9.6 Indemnification.

(a) *Indemnification by Celgene.* Celgene will indemnify Bluebird, its Affiliates and their respective directors, officers, employees, Third Party licensors and agents, and their respective successors, heirs and assigns (collectively, “Bluebird Indemnitees”), and defend and save each of them harmless, from and against any and all losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses) (collectively, “Losses”) in connection with any and all suits, investigations, claims or demands of Third Parties (collectively, “Third Party Claims”) against the Bluebird Indemnitees arising from or occurring as a result of: (i) the material breach by Celgene of any term of this License Agreement; (ii) any gross negligence or willful misconduct on the part of Celgene in performing its obligations under this License Agreement; or (iii) the Development or Commercialization by or on behalf of Celgene or any of its Affiliates or Sublicensees of Elected Candidate or Licensed Product, except in each case for those Losses for which Bluebird has an obligation to indemnify Celgene pursuant to Section 9.6(b), as to which Losses each Party will indemnify the other to the extent of their respective liability; provided, however, that Celgene will not be obligated to indemnify Bluebird Indemnitees for any Losses to the extent that such Losses arise as a result of gross negligence or willful misconduct on the part of an Bluebird Indemnitee.

(b) *Indemnification by Bluebird.* Bluebird will indemnify Celgene, its Affiliates and their respective directors, officers, employees and agents, and their respective successors, heirs and assigns (collectively, “Celgene Indemnitees”), and defend and save each of them harmless, from and against any and all Losses in connection with any and all Third Party Claims against Celgene Indemnitees arising from or occurring as a result of: (i) the material breach by Bluebird of any term of this License Agreement; (ii) any gross negligence or willful misconduct on the part of Bluebird in performing its obligations under this License Agreement; or (iii) the Development by or on behalf of Bluebird or any of its Affiliates or Sublicensees of Elected Candidate or Licensed Product, except in each case for those Losses for which Celgene has an obligation to indemnify Bluebird pursuant to Section 9.6(a), as to which Losses each Party will indemnify the other to the extent of their respective liability for the Losses; provided, however, that Bluebird will not be obligated to indemnify Celgene Indemnitees for any Losses to the extent that such Losses arise as a result of gross negligence or willful misconduct on the part of a Celgene Indemnitee.

(c) *Notice of Claim.* All indemnification claims provided for in Sections 9.6(a) and 9.6(b) will be made solely by such Party to this License Agreement (the “Indemnified Party”). The Indemnified Party will promptly notify the indemnifying Party (an “Indemnification Claim Notice”) of any Losses or the discovery of any fact upon which the Indemnified Party intends to base a request for indemnification under Sections 9.6(a) and 9.6(b), but in no event will the indemnifying Party be liable for any Losses that result from any delay in providing such notice. Each Indemnification Claim Notice must contain a description of the claim and the nature and estimated amount of such Loss (to the extent that the nature and amount of such Loss is known at such time). The Indemnified Party will furnish promptly to the indemnifying Party copies of all papers and official documents received in respect of any Losses and Third Party Claims.

(d) *Defense, Settlement, Cooperation and Expenses.*

(i) *Control of Defense.* At its option, the indemnifying Party may assume the defense of any Third Party Claim by giving written notice to the Indemnified Party within thirty (30) days after the indemnifying Party's receipt of an Indemnification Claim Notice, provided however that (A) the Third Party Claim solely seeks monetary damages and (B) the indemnifying Party expressly agrees in writing that as between the indemnifying Party and the Indemnified Party, the indemnifying Party will be solely obligated to satisfy and discharge the Third Party Claim in full and is able to reasonably demonstrate that it has sufficient financial resources (the matters described in (A) and (B), the "Litigation Conditions"). The assumption of the defense of a Third Party Claim by the indemnifying Party will not be construed as an acknowledgment that the indemnifying Party is liable to indemnify the Indemnified Party in respect of the Third Party Claim, nor will it constitute a waiver by the indemnifying Party of any defenses it may assert against the Indemnified Party's claim for indemnification. Upon assuming the defense of a Third Party Claim, the indemnifying Party may appoint as lead counsel in the defense of the Third Party Claim any legal counsel selected by the indemnifying Party (the indemnifying Party will consult with the Indemnified Party with respect to a possible conflict of interest of such counsel retained by the indemnifying Party). In the event the indemnifying Party assumes the defense of a Third Party Claim, the Indemnified Party will immediately deliver to the indemnifying Party all original notices and documents (including court papers) received by the Indemnified Party in connection with the Third Party Claim. Should the indemnifying Party assume the defense of a Third Party Claim, except as provided in Section 9.6(d)(ii), the indemnifying Party will not be liable to the Indemnified Party for any legal costs or expenses subsequently incurred by such Indemnified Party in connection with the analysis, defense or settlement of the Third Party Claim. The Indemnified Party may, at any time, assume the defense of a Third Party Claim if at any time the Litigation Conditions are not satisfied with respect to such Claim. In the event that it is ultimately determined that the indemnifying Party is not obligated to indemnify, defend or hold harmless the Indemnified Party from and against the Third Party Claim, the Indemnified Party will reimburse the indemnifying Party for any and all costs and expenses (including attorneys' fees and costs of suit) and any Third Party Claims incurred by the indemnifying Party in its defense of the Third Party Claim.

(ii) *Right to Participate in Defense.* Without limiting Section 9.6(d)(i), any Indemnified Party will be entitled to participate in, but not control, the defense of such Third Party Claim and to employ counsel of its choice for such purpose; provided, however, that such employment will be at the Indemnified Party's own cost and expense unless (A) the employment thereof has been specifically authorized by the indemnifying Party in writing, (B) the indemnifying Party has failed to assume the defense and employ counsel in accordance with Section 9.6(d)(i) (in which case the Indemnified Party will control the defense), (C) the interests of the Indemnified Party and the indemnifying Party with respect to such Third Party Claim are sufficiently adverse to prohibit the representation by the same counsel of both Parties under applicable Law, ethical rules or equitable principles, or (D) the indemnifying Party no longer satisfies the Litigation Conditions, in which case the indemnifying Party will assume [***] of any such costs and expenses of counsel for the Indemnified Party.

(iii) *Settlement.* With respect to any Third Party Claims that relate solely to the payment of money damages in connection with a Third Party Claim and that will not result in the Indemnified Party's becoming subject to injunctive or other relief or otherwise adversely affecting the business of the Indemnified Party in any manner, and as to which the indemnifying Party will have acknowledged in writing the obligation to indemnify the Indemnified Party hereunder, and subject to the Litigation Conditions being satisfied, the indemnifying Party will have the sole right to agree to the entry of any judgment, enter into any settlement or otherwise dispose of such Loss, on such terms as the indemnifying Party, in its sole discretion, will deem appropriate. With respect to all other Losses in connection with Third Party Claims, where the indemnifying Party has assumed the defense of the Third Party Claim in accordance with Section 9.6(d)(i), the indemnifying Party will have authority to agree to the entry of any judgment, enter into any settlement or otherwise dispose of such Loss provided it obtains the prior written consent of the Indemnified Party (such consent not to be unreasonably withheld, delayed or conditioned). The indemnifying Party will not be liable for any settlement or other disposition of a Loss by an Indemnified Party that is reached without the prior written consent of the indemnifying Party. Regardless of whether the indemnifying Party chooses to defend or prosecute any Third Party Claim, no Indemnified Party will admit any liability with respect to or settle, compromise or discharge, any Third Party Claim without the prior written consent of the indemnifying Party, such consent not to be unreasonably withheld, delayed or conditioned.

(iv) *Cooperation.* If the indemnifying Party chooses to defend or prosecute any Third Party Claim, the Indemnified Party will, and will cause each other Indemnified Party to, cooperate in the defense or prosecution thereof and will furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith. Such cooperation will include access during normal business hours afforded to indemnifying Party to, and reasonable retention by the Indemnified Party of, records and information that are reasonably relevant to such Third Party Claim, and making Indemnified Parties and other employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder, and the indemnifying Party will reimburse the Indemnified Party for all its reasonable out-of-pocket costs and expenses in connection therewith.

(v) *Costs and Expenses.* Except as provided above in this Section 9.6(d), the costs and expenses, including attorneys' fees and expenses, incurred by the Indemnified Party in connection with any claim will be reimbursed on a calendar quarter basis by the indemnifying Party, without prejudice to the indemnifying Party's right to contest the Indemnified Party's right to indemnification and subject to refund in the event the indemnifying Party is ultimately held not to be obligated to indemnify the Indemnified Party.

9.7 Insurance. Each Party will maintain at its sole cost and expense, an adequate liability insurance or self-insurance program (including product liability insurance) to protect against potential liabilities and risk arising out of activities to be performed under this License Agreement, and any agreement related hereto and upon such terms (including coverages, deductible limits and self-insured retentions) as are customary in the U.S. pharmaceutical industry for the activities to be conducted by such Party under this License Agreement. Subject to the preceding sentence, such liability insurance or self-insurance program will insure against all types of liability, including

personal injury, physical injury or property damage arising out of the manufacture, sale, use, distribution or marketing of Licensed Product. The coverage limits set forth herein will not create any limitation on a Party's liability to the other under this License Agreement.

10. **Term and Termination.**

10.1 **Term.** This License Agreement will commence as of the License Agreement Effective Date and, unless sooner terminated in accordance with the terms hereof or by mutual written consent, will continue on a country-by-country basis, until there are no more payments owed Bluebird on Licensed Product in such country (the longest such period of time for any Licensed Product hereunder, the "License Agreement Term"). Upon there being no more such payments hereunder for any such Licensed Product in such country, the licenses contained in Section 3.1 for such Licensed Product will become fully paid up and will remain exclusive with respect to such Licensed Product in such country.

10.2 **Termination by Bluebird.**

(a) **Breach.** Bluebird will have the right to terminate this License Agreement in full upon delivery of written notice to Celgene in the event of any material breach by Celgene of any terms and conditions of this License Agreement in a manner that fundamentally frustrates the transactions contemplated by this License Agreement, provided that such termination will not be effective if such breach, has been cured within [***] after written notice thereof is given by Bluebird to Celgene specifying the nature of the alleged breach (or, if such default cannot be cured within such [***] period, within [***] after such notice if Celgene commences actions to cure such default within such [***] period and thereafter diligently continues such actions, but fails to cure the default by the end of such [***]; provided, however, that to the extent such material breach involves the failure to make a payment when due, such breach must be cured within [***] after written notice thereof is given by Bluebird to Celgene.

(b) **Termination for IP Challenge.** Bluebird will have the right to terminate this License Agreement in full upon written notice to Celgene in the event that Celgene or any of its Affiliates or Sublicensees directly or indirectly challenges in a legal or administrative proceeding the patentability, enforceability or validity of any Patents within the Licensed IP (except as a defense against a claim, action or proceeding asserted by Bluebird against Celgene or its Affiliates or Sublicensees) (a "Patent Challenge"); provided that with respect to any such Patent Challenge by any Sublicensee of Celgene, (i) Bluebird will not have the right to terminate this License Agreement under this Section 10.2(b) if Celgene (A) causes such Patent Challenge to be terminated or dismissed or (B) terminates such Sublicensee's sublicense to the Patents being challenged by the Sublicensee, in each case ((A) and (B)) within [***] Bluebird's notice to Celgene under this Section 10.2(b), and (ii) Bluebird may terminate this License Agreement only with respect to the country or countries in which such Sublicensee has commenced a Patent Challenge unless such country or countries are the United States, France, Germany, Italy, Spain and/or the United Kingdom, in which case Bluebird may terminate this entire License Agreement. In the event Celgene intends to assert a Patent Challenge in any forum, not less than [***] prior to making any such assertion, Celgene will provide to Bluebird a complete written disclosure of each basis known to Celgene for such assertion. Notwithstanding the foregoing, Bluebird's termination right under this Section 10.2(b) will not apply to any Affiliate of Celgene that first becomes an

Affiliate of Celgene after the Effective Date of this License Agreement in connection with a Business Combination, where such Affiliate of Celgene was undertaking activities in connection with a Patent Challenge prior to such Business Combination; provided however that Celgene causes such Patent Challenge to terminate within forty-five (45) days after such Business Combination.

10.3 Termination by Celgene.

(a) *Breach.* Celgene will have the right to terminate this License Agreement in full upon delivery of written notice to Bluebird in the event of any material breach by Bluebird of any terms and conditions of this License Agreement in a manner that fundamentally frustrates the transactions contemplated by this License Agreement, provided that such termination will not be effective if such breach has been cured within [***] after written notice thereof is given by Celgene to Bluebird specifying the nature of the alleged breach (or, if such default cannot be cured within such [***] period, within [***] after such notice if Bluebird commences actions to cure such default within such [***] period and thereafter diligently continues such actions, but fails to cure the default by the end of such [***]).

(b) *Discretionary Termination.* Beginning with the [***], Celgene will have the right to terminate this License Agreement in full at its discretion for any reason by delivering written notice to Bluebird, such termination to be effective [***] following the date of such notice.

(c) *Alternative to Termination Under Section 10.3(a).* If Celgene has the right to terminate this License Agreement under Section 10.3(a) (including expiration of all applicable cure periods thereunder), in lieu of exercising such termination right, Celgene may elect once by written notice to Bluebird before the end of such applicable cure period to have this License Agreement continue in full force and effect and instead have, starting immediately after the end of such applicable cure period, any future Milestone Payments set forth in Section 4.2 and the royalty rates set forth in the table set forth in Section 4.3(a) be reduced by [***], provided that such reduction will not apply if such future Milestone Payments and royalty rates have already been reduced pursuant to Section 11.4(c) of the Master Collaboration Agreement.

10.4 Effects of Termination. Upon termination (but not expiration pursuant to Section 10.1) of this License Agreement for any reason:

(a) *Wind Down.* Celgene will responsibly wind-down, in accordance with accepted pharmaceutical industry norms and ethical practices, any on-going clinical studies for which it has responsibility hereunder in which patient dosing has commenced or, if reasonably practicable and requested by Bluebird, allow Celgene, its Affiliates or its Sublicensees to complete such trials. Celgene will be responsible for any costs associated with such wind-down. Bluebird will pay all costs incurred by either Party to complete such studies should Bluebird request that such studies be completed.

(b) *Sublicenses.* A termination of this License Agreement will not automatically terminate any sublicense granted by Celgene pursuant to Section 3.3 for Commercialization rights with respect to a non-Affiliated Sublicensee, provided that (i) such Sublicensee is not then (A) in material breach of any provision of this License Agreement or (B) in material breach of the applicable sublicense agreement or otherwise in breach of such sublicense agreement in a manner

that would give rise to a right of termination on the part of Celgene, (ii) if Bluebird terminates this License Agreement pursuant to Section 10.2(a) for Celgene's failure to fulfill its payment obligations hereunder, such Sublicensee agrees to and does pay to Bluebird all outstanding amounts that accrued as a result of such Sublicensee's activities under the sublicense, (iii) Bluebird will have the right to step into the role of Celgene as sublicensor under any such sublicense executed after the License Agreement Effective Date, with all the rights that Celgene had under such sublicense, solely with respect to the Licensed IP, prior to termination of this License Agreement (including the right to receive any payments to Celgene by such Sublicensee that accrue from and after the date of the termination of this License Agreement solely with respect to the Licensed IP), (iv) such Sublicensee will pay to Bluebird all amounts that Celgene would have been obligated to pay to Bluebird hereunder with respect to such Sublicensee's activities had this License Agreement not terminated (less any amounts received by Bluebird in clause (iii) above) and (v) the survival of such sublicense will not result in an imposition of any additional obligations on the part of Bluebird that are not included within the scope of this License Agreement. Celgene will include in any sublicense agreement executed after the License Agreement Effective Date that relates solely to the Licensed IP a provision in which said Sublicensee acknowledges its obligations to Bluebird under this Section 10.4(b).

(c) *Cessation of Rights.* Except as otherwise expressly provided in Section 10.4(b), all rights and licenses granted by Bluebird to Celgene in Section 3 will terminate, and Celgene and its Affiliates and Sublicensees will cease all use of Licensed IP and all Development, Manufacture and Commercialization of Elected Candidate and Licensed Product.

(d) *Regulatory Approvals.* To the extent permitted by applicable Law, and subject to Bluebird paying commercially reasonable compensation to Celgene for the assets to be transferred pursuant to this Section 10.4(d) (such compensation to either be mutually agreed to or determined through arbitration as provided in Section 10.4(g) below, and such compensation to be reduced by [***] from what would be commercially reasonable compensation if this License Agreement is terminated by Bluebird pursuant to Section 10.2(a)), all Regulatory Approvals and other regulatory filings and communications owned (in whole or in part) or otherwise Controlled by Celgene and its Affiliates and Sublicensees solely relating to the Elected Candidate and/or Licensed Product, and all other documents solely relating to and necessary to further Develop and Commercialize Elected Candidate and Licensed Product, as such items exist as of the effective date of such termination (including all solely related completed and ongoing clinical studies) will be assigned to Bluebird, and Celgene will provide to Bluebird one (1) copy of the foregoing and all documents contained in or referenced in any such items, together with the raw and summarized data for any clinical studies (and where reasonably available, electronic copies thereof). In the event of failure to obtain assignment, subject to the Parties agreeing on commercially reasonable compensation for the right to access and reference, Celgene hereby consents and grants to Bluebird the right to access and reference (without any further action required on the part of Celgene, whose authorization to file this consent with any Regulatory Authority is hereby granted) any such item.

(e) *Licenses.* Subject to Bluebird paying (i) commercially reasonable compensation to Celgene for the licenses to be granted pursuant to subsection (A) of this Section 10.4(e) (such compensation to either be mutually agreed to or determined through arbitration as provided in Section 10.4(g) below, and such compensation to be reduced by [***] from what would be

commercially reasonable compensation if this License Agreement is terminated by Bluebird pursuant to Section 10.2(a)), and (ii) amounts payable to Celgene's applicable licensors as set forth below, Celgene will grant to Bluebird and its Affiliates (A) a worldwide, perpetual and irrevocable, nontransferable (except in connection with a permitted assignment of this License Agreement in accordance with Section 11.12), exclusive license, with the right to grant sublicenses through multiple tiers (subject to Section 3.3(b), *mutatis mutandis*), under the Celgene Licensed Product IP, and (B) an exclusive sublicense under the Celgene Licensed Product In-Licensed IP, in each case ((A) and (B)) to the extent such Celgene Licensed Product IP and Celgene Licensed Product In-Licensed IP are used in or Cover the Licensed Product as of the effective date of termination and to the extent such Celgene Licensed Product IP and Celgene Licensed Product In-Licensed IP exist as of the effective date of such termination (including in each case any additions, divisions, continuations, continuations-in-part, invention certificates, substitutions, reissues, reexaminations, extensions, registrations, supplementary protection certificates and renewals of such Celgene Licensed Product IP and Celgene Licensed Product In-Licensed IP) solely to the extent necessary to research, Develop, Manufacture and Commercialize the Elected Candidate and Licensed Product. With respect to grants of a sublicense under subsection (B) above, Bluebird will be responsible for all amounts payable to the applicable licensor, excluding maintenance fee payments, payments that are triggered by the grant of a sublicense (but including payments triggered by further grants of sublicenses by Bluebird or its sublicensees) and Patent Costs, that are attributable to Bluebird as a sublicensee thereunder under this License Agreement and Celgene will pay same and Bluebird will reimburse Celgene for [***] of such payments within thirty (30) days of receipt of Celgene's written invoice therefor. Celgene will provide Bluebird with copies of all applicable Celgene Licensed Product In-Licenses promptly following the effective date of the termination of this License Agreement. The Prosecution and Maintenance and enforcement and defense rights and obligations of the Parties with respect to any Patents licensed or sublicensed to Bluebird pursuant to this Section 10.4(e) will be discussed and agreed to by the Parties, with the understanding that such Prosecution and Maintenance and enforcement and defense rights and obligations will be substantially similar to those set forth in Section 6, with the roles of Bluebird and Celgene reversed (and such other changes as are appropriate from the context, and taking into account any rights retained by a Third Party licensor of Celgene to Prosecute and Maintain or enforce and defend any Patent sublicensed to Bluebird under this Section 10.4(e)). Bluebird will abide, and will cause all its Affiliates and applicable sublicensees to abide, by all requirements of each Celgene Licensed Product In-License under which Bluebird is sublicensed under this Section 10.4(e) in all material respects (and in any case in all respects in the case that failure to so abide would result in a breach under the Celgene Licensed Product In-License), to the extent applicable to sublicensees thereunder and to the extent disclosed by Celgene to Bluebird, with the understanding that disclosure by Celgene of any Celgene Licensed Product In-License to Bluebird will be deemed disclosure of such requirements of such Celgene Licensed Product In-License to Bluebird.

(f) *Trademarks.* Subject to Bluebird paying commercially reasonable compensation to Celgene for the license to be granted pursuant to this Section 10.4(f) (such compensation to either be mutually agreed to or determined through arbitration as provided in Section 10.4(g) below, and such compensation to be reduced by [***] from what would be commercially reasonable compensation if this License Agreement is terminated by Bluebird pursuant to Section

10.2(a)), Celgene will exclusively license to Bluebird any registered or unregistered trademarks or internet domain names that are specific to and solely used for the Licensed Product worldwide (it being understood that the foregoing will not include any trademarks or internet domain names that contain the corporate or business name(s) of Celgene).

(g) *Commercially Reasonable Compensation.* If the Parties are unable to agree on the amount of commercially reasonable compensation payable by Bluebird to Celgene pursuant to Sections 10.4(d), 10.4(e) or 10.4(f) within ten (10) days of the effective date of termination of this License Agreement, [***].

(h) *Country Termination.* If this License Agreement is terminated only with respect to a specific country pursuant to Section 10.2(b), the provisions of this Section 10.4 will apply only with respect to such terminated country.

10.5 *Survival.* In addition to the termination consequences set forth in Section 10.4, the following provisions will survive termination or expiration of this License Agreement: Sections 1, 3.3 (mutatis mutandis with respect to licenses granted to Bluebird under Section 10.4), 3.6, 3.7, 4.4, 5, 8, 9.3, 9.4, 9.6, 9.7, 10.4, 10.5 and 11. Termination or expiration of this License Agreement will not relieve the Parties of any liability or obligation which accrued hereunder prior to the effective date of such termination or expiration nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this License Agreement nor prejudice either Party's right to obtain performance of any obligation. All other rights and obligations will terminate upon expiration of this License Agreement.

10.6 *Right to Set-off.* Notwithstanding anything to the contrary in this License Agreement, each Party has the right at all times to retain and set off against all amounts due and owing to the other Party as determined in a final judgment any damages recovered by such Party for any Losses incurred by such Party.

11. **General Provisions.**

11.1 *Cumulative Remedies and Irreparable Harm.* All rights and remedies of the Parties hereunder will be cumulative and in addition to all other rights and remedies provided hereunder or available by agreement, at law or otherwise. Each Party acknowledges and agrees that breach of any of the terms or conditions of this License Agreement would cause irreparable harm and damage to the other and that such damage may not be ascertainable in money damages and that as a result thereof the non-breaching Party would be entitled to seek from a court equitable or injunctive relief restraining any breach or future violation of the terms contained herein by the breaching Party without the necessity of proving actual damages or posting bond. Such right to equitable relief is in addition to whatever remedies either Party may be entitled to as a matter of law or equity, including money damages.

11.2 **Business Combination and IP.**

(a) *Bluebird Business Combination.* Notwithstanding anything to the contrary herein, for purposes of this License Agreement, no Know-How, Materials, Patents, Regulatory Data, Regulatory Filings or Regulatory Approvals not Controlled by Bluebird or any of its Affiliates prior to a Business Combination of Bluebird will be Controlled for purposes of this License Agreement after such Business Combination of Bluebird, other than (i) Applicable Bluebird In-

Licenses to the extent in effect immediately prior to such Business Combination of Bluebird, (ii) Collaboration IP, and (iii) any Patent that claims priority, directly or indirectly, to any other Patent first Controlled before such Business Combination of Bluebird will be Controlled thereafter no matter when such Patent is filed or issued.

(b) *Celgene Business Combination.* Notwithstanding anything to the contrary herein, for purposes of this License Agreement, no Know-How, Materials, Patents Regulatory Data, Regulatory Filings or Regulatory Approvals not Controlled by Celgene or any of its Affiliates prior to a Business Combination of Celgene will be Controlled for purposes of this License Agreement after such Business Combination of Celgene, other than Collaboration IP, and except that any Patent that claims priority, directly or indirectly, to any other Patent first Controlled before such Business Combination of Celgene will be Controlled thereafter no matter when such Patent is filed or issued.

11.3 Relationship of Parties. Nothing in this License Agreement is intended or will be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between the Parties. No Party will incur any debts or make any commitments for the other, except to the extent, if at all, specifically provided therein. There are no express or implied third party beneficiaries hereunder (except for Bluebird Indemnitees and Celgene Indemnitees for purposes of Section 9.6).

11.4 Compliance with Law. Each Party will perform or cause to be performed any and all of its obligations or the exercise of any and all of its rights hereunder in good scientific manner and in compliance with all applicable Law. Without limiting the foregoing, Bluebird will comply with all applicable Laws and regulations (including U.S. Foreign Corrupt Practices Act and any other applicable anti-bribery or anti-kickback laws or regulations).

11.5 Force Majeure. Neither Party will be liable to the other for failure of or delay in performing obligations set forth in this License Agreement (other than any obligation to pay monies when due), and neither will be deemed in breach of such obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of such Party; provided that the Party affected will promptly notify the other of the force majeure condition and will exert reasonable efforts to eliminate, cure or overcome any such causes and to resume performance of its obligations as soon as possible.

11.6 Governing Law. This License Agreement will be governed by and construed in accordance with the Laws of the State of New York, without respect to its conflict of laws rules, provided that any dispute relating to the scope, validity, enforceability or infringement of any Patents or Know-How will be governed by, and construed and enforced in accordance with, the substantive Laws of the jurisdiction in which such Patents or Know-How apply.

11.7 Counterparts; Facsimiles. This License Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. Facsimile or PDF execution and delivery of this License Agreement by either Party will constitute a legal, valid and binding execution and delivery of this License Agreement by such Party

11.8 Headings. All headings in this License Agreement are for convenience only and will not affect the meaning of any provision hereof.

11.9 Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this License Agreement. Accordingly, the rule of construction that any ambiguity in this License Agreement will be construed against the drafting party will not apply.

11.10 Interpretation. Whenever any provision of this License Agreement uses the term “including” (or “includes”), such term will be deemed to mean “including without limitation” (or “includes without limitations”). “Herein,” “hereby,” “hereunder,” “hereof” and other equivalent words refer to this License Agreement as an entirety and not solely to the particular portion of this License Agreement in which any such word is used. All definitions set forth herein will be deemed applicable whether the words defined are used herein in the singular or the plural. Unless otherwise provided, all references to Sections and Appendices in this License Agreement are to Sections and Appendices of this License Agreement. References to any Sections include Sections and subsections that are part of the related Section (e.g., a section numbered “Section 2.1” would be part of “Section 2”, and references to “Section 2.1” would also refer to material contained in the subsection described as “Section 2.1(a”).

11.11 Binding Effect. This License Agreement will inure to the benefit of and be binding upon the Parties, their Affiliates, and their respective lawful successors and assigns.

11.12 Assignment. This License Agreement may not be assigned by either Party, nor may either Party delegate its obligations or otherwise transfer licenses or other rights created by this License Agreement, except as expressly permitted hereunder or otherwise without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned; provided that without consent (a) Celgene may assign this License Agreement to (i) an Affiliate or (ii) its successor in connection with the merger, consolidation, or sale of all or substantially all of its assets, and (a) Bluebird may assign this License Agreement to (i) an Affiliate or (ii) its successor in connection with the merger, consolidation, or sale of all or substantially all of its assets or that portion of its business pertaining to the subject matter of this License Agreement; provided further that, except in the case where a Party is involved in a merger or consolidation where it is the surviving entity and no assets of such Party that are subject to this License Agreement have been transferred as a result of such merger or consolidation, (A) such assigning Party provides the other Party to this License Agreement with at least thirty (30) business days advance written notice of such assignment(s) and the assigning Party agrees in a written agreement delivered prior to such assignment(s) to the non-assigning Party (and upon which such non-assigning Party may rely) to remain fully liable for the performance of its obligations under this License Agreement by its assignee(s), (B) the assignee(s) agree in a written agreement delivered prior to such assignment(s) to the non-assigning Party (and upon which such non-assigning Party may rely) to assume performance of all such assigned obligations, (C) in the case of any assignment by Bluebird, all Licensed IP licensed to Celgene under this License Agreement will be transferred to such assignee(s) effective as of such assignment(s), (D) all of the matters referred to in clauses (A), (B) and (C), as applicable, will be set forth in documentation reasonably acceptable to the non-assigning Party prior to any such assignment(s) (and with such reasonable

acceptance not to be unreasonably withheld, conditioned or delayed) and in all cases will provide the non-assigning Party with the full benefits of its rights under this License Agreement (after taking into account all risks involving applicable counter-party performance and bankruptcy and insolvency risks, including those involving contractual rejection under 11 USC §365) as if no such assignment(s) had occurred, and (E) in the case of any assignment, the assigning Party will reimburse the non-assigning Party for all of the legal fees and expenses incurred by such non-assigning Party in connection with the matters set forth in clause (D) of this sentence in an aggregate amount not to exceed [***], and provided, further, that if Bluebird wishes to assign any Licensed IP to its Affiliates, it will be permitted to do so conditioned on each such Affiliate becoming a party to this License Agreement, in the form of an amendment to this License Agreement executed by Celgene, Bluebird and such Affiliate, pursuant to which such Affiliate would agree to assume all obligations hereunder, and grant to Celgene all rights hereunder, with respect to the Licensed IP. The terms of this License Agreement will be binding upon and will inure to the benefit of the successors, heirs, administrators and permitted assigns of the Parties. Any purported assignment in violation of this Section 11.12 will be null and void *ab initio*.

11.13 Notices. All notices, requests, demands and other communications required or permitted to be given pursuant to this License Agreement will be in writing and will be deemed to have been duly given upon the date of receipt if delivered by hand, recognized international overnight courier, confirmed facsimile transmission, or registered or certified mail, return receipt requested, postage prepaid to the applicable address or facsimile number set forth in Section 13.14 of the Master Collaboration Agreement. Either Party may change its designated address and facsimile number by notice to the other Party in the manner provided in this Section 11.13.

11.14 Amendment and Waiver. This License Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both Parties; provided that any unilateral undertaking or waiver made by one Party in favor of the other will be enforceable if undertaken in a writing signed by the Party to be charged with the undertaking or waiver. Any waiver of any rights or failure to act in a specific instance will relate only to such instance and will not be construed as an agreement to waive any rights or fail to act in any other instance, whether or not similar.

11.15 Severability. In the event that any provision of this License Agreement will, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability will not affect any other provision hereof, and the Parties will negotiate in good faith to modify this License Agreement to preserve (to the extent possible) their original intent.

11.16 Entire Agreement. This License Agreement, together with the Master Collaboration Agreement, is the sole agreement with respect to the subject matter and supersedes all other agreements and understandings between the Parties with respect to same (including Confidential Agreement). In the event of any conflict between the terms of this License Agreement and the terms of the Master Collaboration Agreement, the terms of this License Agreement will control.

11.17 Force Majeure. Neither Celgene nor Bluebird will be liable for failure of or delay in performing obligations set forth in this License Agreement (other than any obligation to pay monies when due), and neither will be deemed in breach of such obligations, if such failure or delay is due to natural disasters or any causes reasonably beyond the control of Celgene or Bluebird

and without the fault or negligence of the Party so failing or delaying; provided that the Party affected will promptly notify the other of the force majeure condition and will exert reasonable efforts to eliminate, cure or overcome any such causes and to resume performance of its obligations as soon as possible.

11.18 Celgene Parties. The Parties hereby acknowledge and agree that (a) Celgene Corp is the party to this License Agreement with respect to all rights and obligations under this License Agreement in the United States, provided that with respect to payment obligations under this License Agreement, Celgene Corp is the responsible party with respect to all such payment obligations; (b) Celgene Europe is the party to this License Agreement with respect to all rights and obligations under this License Agreement outside of the United States, provided that with respect to payment obligations under this License Agreement, Celgene Europe is not a responsible party with respect to any such payment obligations; and (c) as between Bluebird, on the one hand, and Celgene Corp and Celgene Europe, on the other, Celgene Corp shall undertake all actions permitted or required to be taken by Celgene Corp and/or Celgene Europe.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed by their respective duly authorized officers as of the License Agreement Effective Date.

BLUEBIRD BIO, INC.

By: /s/ Jason F. Cole
(Signature)
Name: Jason F. Cole
Title: Chief Legal Officer
Date: September 28, 2017

CELGENE CORPORATION

By: /s/ Peter N. Kellogg
(Signature)
Name: Peter N. Kellogg
Title: Chief Financial Officer
Date: September 28, 2017

CELGENE EUROPEAN INVESTMENT COMPANY LLC (CEICO)

By: /s/ Kevin Mello
(Signature)
Name: Kevin Mello
Title: Manager
Date: September 26, 2017

Appendix A
Additional Defined Terms

“Elected Candidate” means the following Optioned Candidate selected by Celgene under the Master Collaboration Agreement that specifically targets the Target Antigen: [***].

Appendix B
Applicable New In-Licenses
[*]**

Appendix C

Applicable Pre-Existing In-Licenses

[*]**

Appendix D

Target Antigen

B cell maturation antigen (BCMA, gene name TNFRSF17)

Approved symbol

TNFRSF17

Approved name

tumor necrosis factor receptor superfamily, member 17

HGNC ID

HGNC:11913

Previous symbols & names

BCMA

Synonyms

BCM, CD269, TNFRSF13A

Locus type

gene with protein product

Chromosomal location

16p13.1

Gene family

CD molecules

Tumor necrosis factor receptor superfamily

HCOP

Orthology Predictions for TNFRSF17

Appendix E

[Reserved]

Appendix F

**Certain Patents within the Licensed IP Controlled
by Bluebird as of the License Agreement Effective Date**

[***]

Appendix G
Bluebird Agreements

None.

Appendix H
Certain Manufacturing Definitions

“Fully Burdened Manufacturing Costs” means costs to supply applicable therapeutic ingredients, finished products, related inputs and services (a) supplied by an unaffiliated Third Party or (b) manufactured directly by Bluebird; it being understood and agreed that (i) in the case of costs referred to in clause (a) of this sentence where an unaffiliated Third Party is the manufacturer, Fully Burdened Manufacturing Costs will equal [***], and (ii) in the case of costs referred to in clause (b) of this sentence where Bluebird is the manufacturer, Fully Burdened Manufacturing Costs will equal [***].

Appendix I**Manufacturing and Supply Agreement Terms****1. Supply:**

- Vector Supply will be governed by the Manufacturing and Supply Agreement. The terms of the Manufacturing and Supply Agreement will be consistent with the terms of Section 2.4 and will include, but will not be limited to, the following:

[***]

- Quality of the Vector Supplies supplied will be governed by a separate Quality Service Agreement, to be agreed between the Parties.

2. Forecasts:

- The Supply Agreement will define the conditions for non-binding and binding forecasts.

[***]

3. Minimum Supply Quantities:

- [***]

4. Manufacture:

- As indicated in Section 2.4(c)(i) of the License Agreement, Bluebird will Manufacture Vector Supply in-house or utilize Third Party contract manufacturers. Bluebird will have the right to make all necessary decisions regarding arrangements with Third Party manufacturers, provided that Bluebird will reasonably consult with Celgene with respect to all such arrangements and obtain Celgene's prior written consent, which will not be unreasonably withheld, conditioned or delayed.

[***]

5. [*]**

Schedule 9.2

Exceptions to Bluebird's Representations and Warranties in Section 9.2

September 29, 2017

Jason F. Cole, Esq.
bluebird bio, Inc.
50 Second St., Third Floor
Cambridge, MA 02141

Re: Extension of Term for Right of First Offer

Dear Mr. Cole:

Reference is hereby made to that certain License Agreement dated August 13, 2014 (the "License Agreement") by and between Biogen MA Inc., a corporation organized and existing under the laws of Massachusetts, having its principal place of business at 250 Binney Street, Cambridge, Massachusetts 02142, USA ("Biogen") and bluebird bio, Inc., a corporation organized and existing under the laws of Delaware, having its principal place of business at 50 Second Street, Third Floor, Cambridge, MA 02141, USA ("Bluebird"). Any capitalized terms not defined herein shall have the meaning set forth in the License Agreement.

Biogen and Bluebird agree as follows:

The term of Right of First Offer as described in Section 4.1 is hereby extended to [***]. All other terms and conditions of Section 4 shall apply with full force and effect during this extended term and are deemed not to have been lapsed or expired during the period of [***] to the date of this letter.

If you accept this extension, please so indicate by executing a copy of this letter and returning it to Biogen. Upon execution by both Bluebird and Biogen, this letter shall be considered part of the License Agreement, and, except as expressly provided above, shall not be deemed to modify or amend any other provision of the License Agreement. All other provisions of the License Agreement will remain in full force and effect.

This letter may be executed in counterparts, each of which will be deemed an original, notwithstanding variations in format or file designation which may result from electronic transmission, storage and printing of copies of this Amendment from separate computers or printers. Facsimile signatures and signatures transmitted via electronic mail in PDF format will be treated as original signatures.

[Signature page follows]

Sincerely,

/s/ John McDonald

John McDonald
VP, Business Development
BIOGEN MA, INC.

AGREEO TO AND CONFIRMED BY bluebird bio, INC.

By: /s/ Jason F. Cole

Name: Jason F. Cole

Title: Chief Legal Officer

Date: September 29, 2017

CERTIFICATIONS

I, Nick Leschly, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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 15(d)-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: November 1, 2017

By: /s/ Nick Leschly
Nick Leschly
President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATIONS

I, Jeffrey Walsh, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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 15(d)-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: November 1, 2017

By: /s/ Jeffrey Walsh

Jeffrey Walsh
Chief Financial and Strategy Officer
(Principal Financial 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 Quarterly Report on Form 10-Q of bluebird bio, Inc. (the "Company") for the period ended September 30, 2017 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: November 1, 2017

By: /s/ Nick Leschly
Nick Leschly
President, Chief Executive Officer and Director (Principal Executive Officer and Duly Authorized Officer)

Date: November 1, 2017

By: /s/ Jeffrey Walsh
Jeffrey Walsh
Chief Financial and Strategy Officer (Principal Financial Officer and Duly Authorized Officer)