UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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, 2023

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 001-38547

AUTOLUS THERAPEUTICS PLC
(Exact name of registrant as specified in its charter)

England and Wales	**Not applicable**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

The Mediaworks
191 Wood Lane
London W12 7FP United Kingdom
(Address of principal executive offices)

(44) 20 3829 6230
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
American Depositary Shares, each representing one ordinary share, par value $0.000042 per share	AUTL	The Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically, every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☒ No ☐

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☐ No ☒

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

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☒

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

Yes ☐ No ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes ☐ No ☒

As of November 9, 2023, the registrant had 173,989,157 ordinary shares (including shares in form of ADSs), par value $0.000042 per share, outstanding.

EXPLANATORY NOTE

Autolus Therapeutics plc (the “Company”) qualifies as a “Foreign Private Issuer,” as defined in Rule 3b-4 under the Securities Exchange Act of 1934 (the "Exchange Act") and is exempt from filing quarterly reports on Form 10-Q by virtue of Rules 13a-13 and 15d-13 under the Exchange Act. The Company has voluntarily elected to file this Quarterly Report on Form 10-Q for the quarter ended September 30, 2023.

The Company has voluntarily elected to file this Quarterly Report on Form 10-Q for the quarter ended September 30, 2023. Per the requirements of Form 10-Q, this Quarterly Report on Form 10-Q includes (i) certifications of the Company’s Principal Executive Officer and Principal Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a), (ii) certifications of the Company’s Principal Executive Officer and Principal Financial Officer pursuant to Rules 13a-14(b) and 15d-14(b), (iii) management’s evaluation and conclusions regarding the effectiveness of the Company’s disclosure controls and procedures as of the period ended September 30, 2023 and (iv) discussion of any changes in the Company’s internal control over financial reporting that occurred during the period ended September 30, 2023 that has materially affected, or is reasonably likely to materially affect, the Company’s internal control over financial reporting.

As a Foreign Private Issuer, the Company is also exempt from the proxy solicitation rules under Section 14 of the Exchange Act and Regulation FD, and its officers, directors, and principal shareholders are not subject to the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements about us and our industry that involve substantial risks and uncertainties. All statements other than statements of historical facts contained in this Quarterly Report on Form 10-Q, including statements regarding our strategy, future financial condition, future operations, research and development costs, plans and objectives of management, are forward-looking statements. In some cases, you can identify forward-looking statements by terminology such as “aim,” “anticipate,” “assume,” “believe,” “contemplate,” “continue,” “could,” “design,” “due,” “estimate,” “expect,” “goal,” “intend,” “may,” “objective,” “plan,” “predict,” “positioned,” “potential,” “seek,” “should,” “target,” “will,” “would” and other similar expressions that are predictions of or indicate future events and future trends, or the negative of these terms or other comparable terminology. Although we believe that we have a reasonable basis for each forward-looking statement contained in this Quarterly Report on Form 10-Q, we caution you that these statements are based on a combination of facts and factors currently known by us and our expectations of the future, about which we cannot be certain.

The forward-looking statements in this Quarterly Report on Form 10-Q include, among other things, statements about:

- the development of our product candidates, including statements regarding the initiation, timing, progress and the results of clinical studies or trials and related preparatory work, the period during which the results of the trials will become available and our research and development programs;
- our estimates regarding expenses, future revenue, capital requirements and needs for additional financing;
- our ability to advance our product candidates into, and successfully complete, clinical trials;
- our ability to obtain and maintain regulatory approval of our product candidates in the indications for which we plan to develop them, and any related restrictions, limitations or warnings in the label of an approved drug or therapy;
- the impacts of public health crises like the coronavirus 2019, or COVID-19, and its effects on our operations and business, including interruption of key clinical trial activities, such as clinical trial site monitoring, access to capital, and potential disruption in the operations and business of third-party manufacturers, clinical sites, contract research organizations, or CROs, other service providers and collaborators with whom we conduct business;
- our ability to license additional intellectual property relating to our product candidates from third parties and to comply with our existing license agreement;
- our plans to research, develop, manufacture and commercialize our product candidates;
- the potential benefits of our product candidates;
- the timing or likelihood of regulatory filings and approvals for our product candidates, along with regulatory developments in the United States, European Union, the United Kingdom and other foreign countries;
- the size and growth potential of the markets for our product candidates, if approved, and the rate and degree of market acceptance of our product candidates, including reimbursement that may be received from payors;
- our need for and ability to obtain additional funding, on favorable terms or at all, including as a result of worsening macroeconomic conditions, including changes inflation and interest rates and unfavorable general market conditions, and the impacts thereon of the war in Ukraine, the conflict between Hamas and Israel, and global geopolitical tension;
- our commercialization, marketing and manufacturing capabilities and strategy;
- our plans to collaborate, or statements regarding our current collaborations;

- our ability to attract collaborators with development, regulatory and commercialization expertise;
- our expectations regarding our ability to obtain and maintain intellectual property protection;
- our ability to identify, recruit and retain qualified employees and key personnel;
- our ability to contract with third-party suppliers and manufacturers and their ability to perform adequately;
- the scalability and commercial viability of our manufacturing methods and processes;
- the success of competing therapies that are or may become available;
- whether we are classified as a Passive Foreign Investment Company, "PFIC", for current and future periods;
- additional costs and expenses related to our decision to voluntarily comply with certain U.S. domestic issuer reporting obligations before we are required to do so; and
- any other factors which may impact our financial results or future trading prices of our American Depositary Shares, or ADSs, and the impact of securities analysts' reports on these prices.

Although we believe that the expectations reflected in these forward-looking statements are reasonable, these statements relate to our strategy, future operations, future financial position, future revenue, projected costs, prospects, plans, objectives of management and expected market growth, and involve known and unknown risks, uncertainties and other factors including, without limitation, risks, uncertainties and assumptions regarding the impact of worsening macroeconomic events, including changes inflation and interest rates and unfavorable general market conditions and the impacts of the war in Ukraine, the conflict between Hamas and Israel, and global geopolitical tensions, on our business, operations, strategy, goals and anticipated timelines, our ongoing and planned preclinical activities, our ability to initiate, enroll, conduct or complete ongoing and planned clinical trials, our timelines for regulatory submissions and our financial position that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. You are urged to carefully review the disclosures we make concerning these risks and other factors that may affect our business and operating results in this Quarterly Report on Form 10-Q. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document. Except as required by law, we do not intend, and undertake no obligation, to update any forward-looking information to reflect events or circumstances.

PART I - FINANCIAL INFORMATION

Item 1. Financial statements

AUTOLUS THERAPEUTICS PLC
Unaudited Condensed Consolidated Balance Sheets
(In thousands, except share and per share amounts)

	Note	September 30, 2023	December 31, 2022
Assets			
Current assets:			
Cash and cash equivalents		$ 256,415	$ 382,436
Restricted cash		434	325
Prepaid expenses and other current assets	4	51,533	43,010
Total current assets		**308,382**	**425,771**
Non-current assets:			
Property and equipment, net	5	34,637	35,209
Prepaid expenses and other non-current assets		136	2,176
Operating lease right-of-use assets, net		59,403	23,210
Long-term deposits		943	1,832
Deferred tax asset		2,597	2,076
Total assets		**$ 406,098**	**$ 490,274**
Liabilities and shareholders' equity			
Current liabilities:			
Accounts payable		$ 661	$ 531
Accrued expenses and other liabilities	6	31,388	40,797
Operating lease liabilities, current		5,491	5,038
Total current liabilities		**37,540**	**46,366**
Non-current liabilities:			
Operating lease liabilities, non-current		46,967	19,218
Liability related to future royalties and sales milestones, net	10	140,778	125,900
Other long-term payables		295	116
Total liabilities		**225,580**	**191,600**
Commitments and contingencies	12		
Shareholders' equity:			
Ordinary shares, $0.000042 par value; 290,909,783 shares authorized as of September 30, 2023 and December 31, 2022; 173,936,794 and 173,074,510, shares issued and outstanding at September 30, 2023 and December 31, 2022		8	8
Deferred shares, £0.00001 par value; 34,425 shares authorized, issued and outstanding at September 30, 2023 and December 31, 2022		—	—
Deferred B shares, £0.00099 par value; 88,893,548 shares authorized, issued and outstanding at September 30, 2023 and December 31, 2022		118	118
Deferred C shares, £0.000008 par value; 1 share authorized, issued and outstanding at September 30, 2023 and December 31, 2022		—	—
Additional paid-in capital		1,015,577	1,007,625
Accumulated other comprehensive loss		(33,794)	(38,898)
Accumulated deficit		(801,391)	(670,179)
Total shareholders' equity		**180,518**	**298,674**
Total liabilities and shareholders' equity		**$ 406,098**	**$ 490,274**

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

AUTOLUS THERAPEUTICS PLC

Unaudited Condensed Consolidated Statements of Operations and Comprehensive Loss

(In thousands, except share and per share amounts)

	Note	Three Months Ended September 30, 2023	Three Months Ended September 30, 2022	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022
Grant income		$ —	$ —	$ —	$ 166
License revenue	3	406	2,369	1,698	2,369
Operating expenses:					
Research and development		(37,237)	(37,632)	(105,323)	(109,806)
General and administrative		(10,611)	(8,231)	(31,017)	(24,487)
Loss on disposal of property and equipment		—	—	(3,791)	—
Impairment of operating lease right-of-use assets and related property and equipment		(382)	—	(382)	—
Total operating expenses, net		**(47,824)**	**(43,494)**	**(138,815)**	**(131,758)**
Other expenses, net		(1,597)	(3,740)	(333)	(4,214)
Interest income		3,646	165	10,495	282
Interest expense		(5,014)	(1,850)	(14,939)	(5,448)
Total other expense, net		**(2,965)**	**(5,425)**	**(4,777)**	**(9,380)**
Net loss before income tax		**(50,789)**	**(48,919)**	**(143,592)**	**(141,138)**
Income tax benefit		4,940	6,152	12,380	19,250
Net loss attributable to ordinary shareholders		**(45,849)**	**(42,767)**	**(131,212)**	**(121,888)**
Other comprehensive (loss) income:					
Foreign currency exchange translation adjustment		(5,837)	(14,054)	5,104	(38,994)
Total comprehensive loss		**$ (51,686)**	**$ (56,821)**	**$ (126,108)**	**$ (160,882)**
Basic and diluted net loss per ordinary share	9	$ (0.26)	$ (0.47)	$ (0.75)	$ (1.34)
Weighted-average basic and diluted ordinary shares	9	173,984,101	91,240,801	173,890,666	91,028,562

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

AUTOLUS THERAPEUTICS PLC

Unaudited)Condensed Consolidated Statements of Shareholders' Equity

(In thousands, except share amounts)

	Ordinary Shares		Deferred Shares		Deferred B Shares		Deferred C Shares		Additional Paid in Capital	Accumulated other comprehensive loss	Accumulated deficit	Total Shareholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at June 30, 2023	**173,680,872**	**$ 8**	**34,425**	**$ —**	**88,893,548**	**$ 118**	**1**	**$ —**	**$ 1,012,709**	**$ (27,957)**	**$ (755,542)**	**$ 229,336**
Share-based compensation expense	—	—	—	—	—	—	—	—	2,864	—	—	2,864
Vesting of restricted stock unit awards net of shares withheld to cover tax withholding	253,851	—	—	—	—	—	—	—	—	—	—	—
Exercise of share options	2,071	—	—	—	—	—	—	—	4	—	—	4
Unrealized loss on foreign currency translation	—	—	—	—	—	—	—	—	—	(5,837)	—	(5,837)
Net loss	—	—	—	—	—	—	—	—	—	—	(45,849)	(45,849)
Balance at September 30, 2023	**173,936,794**	**$ 8**	**34,425**	**$ —**	**88,893,548**	**$ 118**	**1**	**$ —**	**$ 1,015,577**	**$ (33,794)**	**$ (801,391)**	**$ 180,518**

	Ordinary Shares		Deferred Shares		Deferred B Shares		Deferred C Shares		Additional Paid in Capital	Accumulated other comprehensive loss	Accumulated deficit	Total Shareholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at June 30, 2022	**90,909,783**	**$ 4**	**34,425**	**$ —**	**88,893,548**	**$ 118**	**1**	**$ —**	**$ 848,370**	**$ (33,510)**	**$ (600,461)**	**$ 214,521**
Share-based compensation expense	—	—	—	—	—	—	—	—	3,337	—	—	3,337
Vesting of restricted stock unit awards	76,804	—	—	—	—	—	—	—	—	—	—	—
Exercise of share options	145,769	—	—	—	—	—	—	—	117	—	—	117
Unrealized loss on foreign currency translation	—	—	—	—	—	—	—	—	—	(14,054)	—	(14,054)
Net loss	—	—	—	—	—	—	—	—	—	—	(42,767)	(42,767)
Balance at September 30, 2022	**91,132,356**	**$ 4**	**34,425**	**$ —**	**88,893,548**	**$ 118**	**1**	**$ —**	**$ 851,824**	**$ (47,564)**	**$ (643,228)**	**$ 161,154**

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

AUTOLUS THERAPEUTICS PLC

Unaudited Condensed Consolidated Statements of Shareholders' Equity

(In thousands, except share amounts)

	Ordinary Shares		Deferred Shares		Deferred B Shares		Deferred C Shares		Additional Paid in Capital	Accumulated other comprehensive loss	Accumulated deficit	Total Shareholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at December 31, 2022	**173,074,510**	**$ 8**	**34,425**	**$ —**	**88,893,548**	**$ 118**	**1**	**$ —**	**$ 1,007,625**	**$ (38,898)**	**$ (670,179)**	**$ 298,674**
Share-based compensation expense	—	—	—	—	—	—	—	—	7,948	—	—	7,948
Vesting of restricted stock unit awards net of shares withheld to cover tax withholding	860,213	—	—	—	—	—	—	—	—	—	—	—
Exercise of share options	2,071	—	—	—	—	—	—	—	4	—	—	4
Unrealized gain on foreign currency translation	—	—	—	—	—	—	—	—	—	5,104	—	5,104
Net loss	—	—	—	—	—	—	—	—	—	—	(131,212)	(131,212)
Balance at September 30, 2023	**173,936,794**	**$ 8**	**34,425**	**$ —**	**88,893,548**	**$ 118**	**1**	**$ —**	**$ 1,015,577**	**$ (33,794)**	**$ (801,391)**	**$ 180,518**

	Ordinary Shares		Deferred Shares		Deferred B Shares		Deferred C Shares		Additional Paid in Capital	Accumulated other comprehensive loss	Accumulated deficit	Total Shareholders' Equity
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at December 31, 2021	**90,907,830**	**$ 4**	**34,425**	**$ —**	**88,893,548**	**$ 118**	**1**	**$ —**	**$ 843,108**	**$ (8,570)**	**$ (521,340)**	**$ 313,320**
Share-based compensation expense	—	—	—	—	—	—	—	—	8,599	—	—	8,599
Vesting of restricted stock unit awards	76,804	—	—	—	—	—	—	—	—	—	—	—
Exercise of share options	147,722	—	—	—	—	—	—	—	117	—	—	117
Unrealized loss on foreign currency translation	—	—	—	—	—	—	—	—	—	(38,994)	—	(38,994)
Net loss	—	—	—	—	—	—	—	—	—	—	(121,888)	(121,888)
Balance at September 30, 2022	**91,132,356**	**$ 4**	**34,425**	**$ —**	**88,893,548**	**$ 118**	**1**	**$ —**	**$ 851,824**	**$ (47,564)**	**$ (643,228)**	**$ 161,154**

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

AUTOLUS THERAPEUTICS PLC
Unaudited Condensed Consolidated Statements of Cash Flows
(In thousands)

	Nine Months Ended September 30, 2023	2022
Cash flows from operating activities:		
Net loss	$ (131,212)	$ (121,888)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	4,790	5,773
Share-based compensation net of amounts capitalized	7,929	8,599
Interest expense accrued on liability related to future royalties and sales milestones, net	14,878	5,427
Foreign exchange differences	(366)	10,537
Loss on termination of operating lease	95	—
Loss on disposal of property and equipment	3,812	—
Impairment of operating lease right-of-use assets and related property and equipment	382	—
Deferred income tax	(520)	(587)
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	(7,655)	(20,809)
Non-current prepaid expenses and other non-current assets	1,932	301
Long-term deposits	937	(5)
Accounts payable	69	(87)
Accrued expenses and other liabilities	(6,823)	15,469
Current and non-current operating lease liabilities, net of operating lease right of use assets	(9,002)	(472)
Net cash used in operating activities	**(120,754)**	**(97,742)**
Cash flows from investing activities:		
Purchases of property and equipment	(9,509)	(10,208)
Net cash used in investing activities	**(9,509)**	**(10,208)**
Cash flows from financing activities:		
Proceeds from the exercise of share options	4	117
Payments of equity issuance costs	(910)	(16)
Net cash (used in) provided by financing activities	**(906)**	**101**
Effect of exchange rate changes on cash, cash equivalents and restricted cash	5,257	(39,459)
Net decrease in cash, cash equivalents and restricted cash	**(125,912)**	**(147,308)**
Cash, cash equivalents and restricted cash, beginning of period	**382,761**	**310,676**
Cash, cash equivalents and restricted cash, end of period	**$ 256,849**	**$ 163,368**
Supplemental non-cash flow information		
Property and equipment purchases included in accounts payable and accrued expenses	$ 1,389	$ 1,219
Right-of-use assets obtained in exchange for operating lease liabilities	$ 41,211	$ 57
Right of use assets terminated and obtained in exchange for operating lease liabilities, net	$ (1,110)	$ —
Capitalized implementation costs included in accrued expenses	$ 74	$ 31
Capitalized share-based compensation	$ 19	$ —
Reconciliation of cash, cash equivalents and restricted cash reported within the condensed consolidated balance sheets:		
Cash and cash equivalents	$ 256,415	$ 163,053
Restricted cash	434	315
Total cash, cash equivalents and restricted cash	**$ 256,849**	**$ 163,368**

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

AUTOLUS THERAPEUTICS PLC
Notes to the Unaudited Condensed Consolidated Financial Statements

Note 1. Nature of the Business

Autolus Therapeutics plc (the "Company") is a biopharmaceutical company developing next-generation programmed T cell therapies for the treatment of cancer and autoimmune diseases. Using its broad suite of proprietary and modular T cell programming technologies, the Company is engineering precisely targeted, controlled and highly active T cell therapies that are designed to better recognize cancer cells, break down their defense mechanisms and attack and kill these cells. The Company believes its programmed T cell therapies have the potential to be best-in-class and to offer cancer patients substantial benefits over the existing standard of care, including the potential for cure in some patients.

The Company is subject to risks and uncertainties common to early-stage companies in the biotechnology industry, including, but not limited to, development by competitors of new technological innovations, dependence on key personnel, protection of proprietary technology, compliance with government regulations and the ability to secure additional capital to fund operations. Product candidates currently under development will require significant additional research and development efforts, including preclinical and clinical testing and regulatory approval, prior to commercialization. These efforts require significant amounts of capital, adequate personnel and infrastructure and extensive compliance-reporting capabilities. Even if the Company's product development efforts are successful, it is uncertain when, if ever, the Company will realize revenue from its product sales.

The Company has funded its operations primarily with proceeds from the sale of equity securities through public offerings and sales pursuant to the Company's at-the-market facility, government grants, U.K. research and development tax credits and receipts from the U.K.'s Research and Development Expenditure Credit program ("RDEC"), out-licensing arrangements and strategic collaboration agreements.

The Company is a public limited company incorporated under the laws of England and Wales, and qualifies as a "foreign private issuer," as such term is defined in Rule 405 under the Securities Act of 1933, as amended (the "Securities Act"), and Rule 3b-4 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, therefore, is not subject to the same requirements that are imposed upon U.S. domestic issuers by the Securities and Exchange Commission (the "SEC"). Effective as of the date of this Quarterly Report on Form 10-Q, the Company has decided to voluntarily file periodic reports, such as annual reports on Form 10-K and quarterly reports on Form 10-Q, and current reports on Form 8-K on U.S. domestic issuer forms, which are more detailed and extensive in certain respects, and which must be filed more promptly, than the forms currently available to foreign private issuers. Although the Company has voluntarily chosen to file periodic reports and current reports on U.S. domestic issuer forms, the Company will maintain its status as a foreign private issuer and is not subject to certain other requirements imposed on U.S. domestic issuers including its officers, directors, and principal shareholders are not subject to the reporting and short-swing profit recovery provisions contained in Section 16 of the Exchange Act.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited condensed consolidated financial statements include those of the Company and its wholly owned subsidiaries, Autolus Holdings (UK) Limited, Autolus Limited, Autolus Inc. and Autolus GmbH, and have been prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP"). All intercompany accounts and transactions have been eliminated upon consolidation. The significant accounting policies used in preparation of these unaudited condensed consolidated financial statements are consistent with those discussed in Note 2, "Summary of Significant Accounting Policies" in the Company's Annual Report on Form 20-F for the year ended December 31, 2022 as filed with the Securities and Exchange Commission on March 7, 2023 (the "Annual Report").

In the opinion of management, all adjustments considered necessary to present fairly the results of the interim periods have been included and consist only of normal and recurring adjustments. Certain information and footnote disclosures have been condensed or omitted as permitted under U.S. GAAP. The results for the three and nine months ended September 30, 2023 are not necessarily indicative of the results to be expected for the year ending December 31, 2023, any other interim periods, or any future year or period. As such, the information included in these unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and the related notes thereto as of and for the year ended December 31, 2022, included in the Annual Report.

The Company has incurred recurring losses since its inception, including net losses of $45.8 million and $42.8 million for the three months ended September 30, 2023 and 2022, respectively and $131.2 million and $121.9 million for the nine months ended September 30, 2023 and 2022, respectively. The Company had an accumulated deficit of $801.4 million and $670.2 million as of September 30, 2023 and December 31, 2022, respectively. The Company expects to continue to generate operating losses in the foreseeable future. The Company's inability to raise additional capital as and when needed could have a negative impact on its financial condition and ability to pursue its business strategies. There can be no assurances, however, that the current operating plan will be achieved or that additional funding will be available on terms acceptable to the Company, or at all. As of the date these unaudited condensed consolidated financial statements are issued, the Company expects that its cash and cash equivalents at September 30, 2023 of $256.4 million will be sufficient to fund the Company's operations for at least twelve months from the issuance date of these unaudited condensed consolidated financial statements and accordingly they have been prepared on the going concern basis.

Foreign Currency Translation

The reporting currency of the Company is the U.S. dollar. The Company has determined the functional currency of the ultimate parent company, Autolus Therapeutics plc, is Pound Sterling. The functional currency of subsidiary operations is the applicable local currency. Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at rates of exchange prevailing at the balance sheet dates. Non-monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rates prevailing at the date of the transaction.

Exchange gains or losses arising from foreign currency transactions are included in the determination of net income (loss) for the respective periods. The Company recorded foreign exchange losses of $1.7 million and $3.8 million for the three months ended September 30, 2023 and 2022, respectively, and foreign exchange losses of $0.4 million and $4.4 million for the nine months ended September 30, 2023 and 2022, respectively, which are included in other (expenses) income, net in the unaudited condensed consolidated statements of operations and comprehensive loss.

Use of Estimates

Lease Term—Impact on Right-of-Use Assets and Lease Liabilities

In September 2021, the Company entered into an arrangement for lease with Forge Life Sciences Nominee, an affiliate of the Reef Group, for the design, construction and lease of the Company's new 70,000 square foot commercial manufacturing facility, referred to as, The Nucleus, in Stevenage, United Kingdom. Under this arrangement, the landlord leased the facility to the Company on agreed terms, upon satisfaction of certain conditions and completion of construction. Since November 2022, the landlord has handed over various portions of the facility to the Company until July 31, 2023 when the landlord and the Company accepted practical completion of The Nucleus. The Company was required to pay a pro-rated license fee for each portion of the facility which the Company has been granted access until execution of the lease agreement. As the landlord provided the Company with access to portions of the facility, the definition of a lease in accordance with ASC 842, was met. The lease term can materially impact the value of the right of use assets and lease liabilities recorded on our balance sheet as required under ASC 842.

On September 19, 2023, the Company entered into a 20 year lease agreement with Forge Life Sciences Nominee for The Nucleus. The Company calculated the lease term for The Nucleus by taking into account, the noncancellable period specified in the agreement together with the periods a license fee was payable by the Company to the landlord for portions of The Nucleus handed over to the Company.

Recent Accounting Pronouncements Not Yet Adopted

There are no new accounting pronouncements that have been issued by the Financial Accounting Standards Board, "FASB", that are applicable to the Company.

Note 3. License Revenue

Revenue comprised of license revenue for the three and nine months ended September 30, 2023, and 2022 and is represented in the table below by geographical location (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
License revenue				
United Kingdom	$ 346	$ 60	$ 346	$ 60
United States	$ 60	$ 2,309	$ 1,352	$ 2,309
Total license revenue	**$ 406**	**$ 2,369**	**$ 1,698**	**$ 2,369**

Research, Option and License Agreement with Cabaletta:

On January 9, 2023, the Company entered into an Option and License Agreement (the "Cabaletta Agreement") with Cabaletta Bio Inc. ("Cabaletta"), pursuant to which the Company granted to Cabaletta a non-exclusive license to research, develop, manufacture, have manufactured, use, and commercialize products incorporating the Company's safety switch technology, "RQR8 technology". Upon the execution of the Cabaletta Agreement, the Company made available the RQR8 licensed know-how to Cabaletta for a non-refundable license fee of $1.2 million. The Company has no further material performance obligations related to the Cabaletta Agreement.

The Company further granted to Cabaletta the option to expand the rights and licenses granted hereunder to include the research, development, manufacture, use, or commercialization of licensed products up to a predetermined number of target options upon payment of an option exercise fee.

The Company identified the following material promises relating to the granting of a non-exclusive license for research, development, manufacturing and commercialization activities as well as the initial transfer of know-how and information to Cabaletta. The Company determined the option exercise fee is not offered at a significant and incremental discount. Accordingly, the option granted to Cabaletta does not represent a material right and, therefore, is not a performance obligation at the outset of the arrangement. The Company determined that the granting of the research license and the initial transfer of know-how were not distinct from one another and must be combined as a performance obligation, as Cabaletta requires the know-how to derive benefit from the license. Based on these determinations, the Company identified one distinct performance obligation at the inception of the contract.

The Company further determined that the license fee payable constituted the entirety of the consideration included in the transaction price at contract inception, which was allocated to the one performance obligation. The amount of the transaction price allocated to the performance obligation is recognized as or when the Company satisfies the performance obligation. The Company determined that the performance obligation was recognized at a point-in-time, upon the delivery of the transfer of know-how and research license to Cabaletta. No license revenue was recognized related to the Cabaletta Agreement for the three months ended September 30, 2023. The Company recognized total license revenue of $1.2 million, related to the Cabaletta Agreement for the nine months ended September 30, 2023.

Upon execution of the Cabaletta Agreement, the transaction price included only the $1.2 million non-refundable license fee payable to the Company. The Company may receive further payments upon the exercise of the options for licensed targets, the achievement of certain development and sales milestones, as well as royalty payments based on net sales of each product covered by the licensed intellectual property.

The future milestones, which represent variable consideration, will be evaluated under the most likely amount method, and were not included in the transaction price, as these amounts were fully constrained as of September 30, 2023.

Research, Option and License Agreement with an Investee of Syncona Portfolio Limited

The Company entered into a license agreement with an investee of Syncona Portfolio Limited on September 2, 2020. The terms of the agreement include a non-refundable license fee, payments based upon achievement of clinical development and regulatory objectives, and royalties on product sales. During the three and nine months ended September 30, 2023, Company received variable consideration arising from the achievement of a development milestone amounting to $0.35 million. Consequently, the Company recognized license revenue of $0.35 million (net of foreign exchange differences).

Research, Option and License Agreement with Moderna:

On June 22, 2021, the Company entered into a Research, Option and License Agreement (the "Moderna Agreement") with ModernaTX, Inc. ("Moderna"), pursuant to which the Company granted to Moderna an exclusive research license to perform research and pre-clinical development activities relating to target sequences with respect to certain of the Company's research targets and products.

During the three and nine months ended September 30, 2022, Moderna exercised its option, pursuant to the terms of the Moderna Agreement, to license the Company's proprietary binders against an undisclosed immuno-oncology target for the development and commercialization of mRNA therapeutics resulting in the Company recognizing $2.2 million (net of foreign exchange differences).

The future milestones, which represent variable consideration, will be evaluated under the most likely amount method, and were not included in the transaction price, as these amounts were fully constrained as of September 30, 2023. For further details on the terms and accounting treatment considerations for the Moderna Agreement, please refer to Note 3, "Revenue" to the Company's consolidated financial statements contained in Company's Annual Report filed on March 7, 2023.

Note 4. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	September 30, 2023	December 31, 2022
Research and development claims receivable	$ 37,111	$ 24,685
Prepayments	7,535	12,337
VAT receivable	2,327	2,701
Other receivable	2,357	1,469
Deferred cost	1,911	1,494
Other assets	127	203
Accounts receivable	165	121
Total prepaid expenses and other current assets	**$ 51,533**	**$ 43,010**

Note 5. Property and Equipment, Net

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

	September 30, 2023	December 31, 2022
Lab equipment	$ 26,362	$ 31,188
Office equipment	4,416	3,573
Furniture and fixtures	1,982	1,221
Leasehold improvements	12,655	13,583
Assets under construction	18,239	13,186
Less: accumulated depreciation	(29,017)	(27,542)
Total property and equipment, net	**$ 34,637**	**$ 35,209**

Depreciation expense for the three months ended September 30, 2023 and 2022 was $1.4 million and $1.8 million, respectively, and for the nine months ended September 30, 2023 and 2022 was $4.8 million and $5.7 million, respectively.

Note 6. Accrued Expenses and Other Liabilities

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

	September 30, 2023	December 31, 2022
Research and development costs	$ 17,863	$ 26,478
Compensation and benefits	10,169	10,181
Professional fees	2,873	3,745
Other liabilities	483	393
Total accrued expenses and other liabilities	**$ 31,388**	**$ 40,797**

Note 7. Shareholders' Equity

Ordinary Shares

Each holder of ordinary shares is entitled to one vote per ordinary share and to receive dividends when and if such dividends are recommended by the Company's board of directors and declared by the shareholders. As of September 30, 2023, the Company has not declared any dividends.

December 2022 Public Offering

In December 2022, the Company completed an underwritten public offering of 81,927,012 ADSs representing 81,927,012 ordinary shares, which includes the partial exercise by the underwriters of an option to purchase an additional 6,927,012 ADSs, at a public offering price of $2.00 per ADS. Aggregate net proceeds to the Company, after underwriting discounts and offering expenses, were $152.4 million.

Restricted stock units

At September 30, 2023, 56,269 ordinary shares underlying restricted stock unit awards have vested, however, these restricted stock unit awards have not been issued and, as such are not included in the calculation of the Company's outstanding shares at September 30, 2023. Subsequent to September 30, 2023, 52,363 ordinary shares underlying restricted stock unit awards have been issued.

Note 8. Share-based Compensation Expense

Share-based compensation expense recorded as research and development expenses, general and administrative expenses and capitalized is as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Research and development	$ 1,525	$ 1,831	$ 4,982	$ 4,802
General and administrative	1,335	1,506	2,947	3,797
Capitalized	4	—	19	—
Total share-based compensation	**$ 2,864**	**$ 3,337**	**$ 7,948**	**$ 8,599**

Note 9. Net loss per share

Basic and diluted net loss per share attributable to ordinary shareholders was calculated as follows (in thousands, except share and per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Numerator				
Net loss	$ (45,849)	$ (42,767)	$ (131,212)	$ (121,888)
Net loss attributable to ordinary shareholders - basic and diluted	$ (45,849)	$ (42,767)	$ (131,212)	$ (121,888)
Denominator				
Weighted-average number of ordinary shares used in net loss per share - basic and diluted	173,984,101	91,240,801	173,890,666	91,028,562
Basic and diluted net loss per ordinary share	$ (0.26)	$ (0.47)	$ (0.75)	$ (1.34)

For all periods presented, outstanding but unvested restricted shares and share options have been excluded from the calculation, because their effects would be anti-dilutive. Therefore, the weighted average number of ordinary shares used to calculate both basic and diluted loss per share is the same for all periods presented.

The following potentially dilutive securities have been excluded from the calculation of diluted net loss per share due to their anti-dilutive effect:

	Three and Nine Months Ended September 30,	
	2023	2022
Unvested restricted shares and units	264,326	996,927
Share options	14,074,842	10,421,137
Warrants	3,265,306	3,265,306
Total potentially dilutive securities	**17,604,474**	**14,683,370**

Note 10. Liability related to future royalties and sales milestones, net

On November 6, 2021, the Company concurrently entered into the following agreements with BXLS V - Autobahn L.P, ("Blackstone"): (i) Strategic Collaboration Agreement (the “Blackstone Collaboration Agreement"), (ii) Securities Purchase Agreement (the “Blackstone Securities Purchase Agreement”), (iii) Warrant Agreement (the “Blackstone Warrant”) and (iv) a Registration Rights Agreement (the “Blackstone Registration Rights Agreement”). The Blackstone Collaboration Agreement, the Blackstone Securities Purchase Agreement, the Blackstone Warrant and the Blackstone Registration Rights Agreement are collectively referred to as the "Blackstone Agreements". The Blackstone Agreements were entered into and in contemplation of one another and, accordingly, the Company assessed the accounting for the Blackstone Agreements in the aggregate. For further details on the terms and accounting treatment considerations for these contracts, please refer to following notes to the Company's consolidated financial statements contained in the Company's Annual Report:

- Note 2, "Summary of significant accounting policies"
- Note 8, “Liability related to future royalties and sales milestones, net”
- Note 9, "Warrants"
- Note 10, "Shareholders' equity"

In November 2021, the upfront payment of $50 million was paid by Blackstone upon execution of the Blackstone Collaboration Agreement. In December 2022, two Blackstone Development Payments were paid by Blackstone of $35 million each as a result of (i) the joint steering committee's review of the Company's interim analysis of pivotal FELIX Phase 2 clinical trial of obe-cel in relapsed/refractory (r/r) adult Acute Lymphoblastic Leukemia (ALL) and (ii) achievement of a pre-agreed manufacturing milestone as a result of completion of planned activities demonstrating the performance and qualification of the Company's obe-cel's manufacturing process. The remaining $30 million will be payable to the Company on the achievement on certain specified regulatory milestones. The Company considers the achievement of the specified regulatory milestone as probable when actually achieved.

The carrying amount of the Blackstone Collaboration Agreement liability is based on the Company's estimate of the future royalties and sales milestones to be paid to Blackstone and the Blackstone Development payment to be received over the life of the arrangement as discounted using an effective interest rate. The excess estimated present value of future royalties and sales milestone payments over the initial carrying amount and future Blackstone Development Payments received, is recognized as a cumulative catch-up method within interest expense using the initial effective interest rate. The imputed rate of interest on the unamortized portion of the Blackstone Collaboration Agreement liability was approximately 15.80% as of September 30, 2023 and December 31, 2022, respectively.

On a quarterly basis, the Company assesses the amount and timing of expected royalty and sales milestone payments using a combination of internal projections and forecasts from external sources. To the extent the present value of such payments are greater or less than its initial estimates or the timing of such payments is materially different than its original estimates, the Company will adjust the amortization of the Blackstone Collaboration Agreement liability using the catch-up method. During the three and nine months ended September 30, 2023, there have been no changes to the estimates used in the determination of the carrying amount of the Blackstone Collaboration Agreement liability.

There are a number of factors that could materially affect the probability, amount and timing of royalty and sales milestone payments to be made by the Company and Blackstone Development payment to be received from Blackstone, respectively, most of which are not within the Company's control. The Blackstone Collaboration Agreement liability is recognized using significant unobservable inputs. These inputs are derived using internal management estimates developed based on third party data and reflect management's judgements, current market conditions surrounding competing products, and forecasts. The significant unobservable inputs include regulatory approvals, estimated patient populations, estimated selling price, estimated sales, estimated peak sales and sales ramp, timing of the expected launch and its impact on the royalties as well as the overall probability of a success.

Changes to the Blackstone Collaboration Agreement liability related to future royalties and sales milestones are as follows:

	Amount in thousands
Balance at December 31, 2021	$ 47,016
Proceeds from Blackstone Development Payments received	70,000
Interest expense accrued on liability related to future royalties and sales milestones, net	8,005
Cumulative catch-up adjustment	879
Balance at December 31, 2022	**$ 125,900**
Interest expense accrued on liability related to future royalties and sales milestones, net	14,878
Balance at September 30, 2023	**$ 140,778**

During the three months ended September 30, 2023 and 2022 interest expense accrued on liability related to future royalties and sales milestones, net amounted to $5.0 million and $1.8 million, respectively. During the nine months ended September 30, 2023 and 2022 interest expense accrued on liability related to future royalties and sales milestones, net amounted to $14.9 million and $5.4 million, respectively.

11. Leases

The Company leases certain office space, laboratory space, and equipment. At the inception of an arrangement, the Company determines whether the arrangement is or contains a lease based on the unique facts and circumstances present.

Operating Leases

In September 2017, the Company executed an arrangement with Cell Therapy Catapult Limited to lease a manufacturing suite at the Cell and Gene Therapy Catapult manufacturing center in Stevenage, United Kingdom for a term through May 2021, at which time the Company had the option to renew or terminate the lease. The lease had a six-month rent-free period. In December 2018, the Company executed an additional lease arrangement for additional manufacturing space for a term through September 2023, at which time the Company has the option to renew or terminate the lease. In addition, in May 2020, the Company executed an arrangement with Cell Therapy Catapult Limited to lease a manufacturing suite at the Cell and Gene Therapy Catapult manufacturing center in Stevenage, United Kingdom for a term through April 2024. In July 2022, the Company and Cell Therapy Catapult Limited mutually agreed: (i) to extend the lease term of a manufacturing suite leased by the Company from April 2024 to February 2025, and (ii) to reduce the lease term of a different manufacturing suite leased by the Company from July 2024 to June 2023. In March 2023, the Company and Cell Therapy Catapult Limited mutually agreed: (i) to terminate the lease relating to the leased manufacturing suite which originally had a lease term until February 2025, (ii) to extend the lease term of one of the remaining manufacturing suites from June 2023 to August 2024, and (iii) to extend the lease term of a third manufacturing suite leased by the Company from September 2023 to August 2024.

The Company recognized a lease termination loss of $0.1 million for the nine months ended September 30, 2023 related to the manufacturing suite terminated and exited on March 31, 2023. In addition, during the nine months ended September 30, 2023, the Company recognized a loss on disposal on leasehold improvements of $3.8 million arising from the manufacturing suite terminated and exited on March 31, 2023.

In October 2018, the Company executed an agreement to sublease office space in Rockville, Maryland for a term through October 2021. The Company then terminated the sublease in February 2020 and immediately entered into a five-year lease for the same space with the landlord. The lease related to this facility is classified as an operating lease.

In January 2019, the Company executed a lease agreement with Whitewood Media Village GP Limited and Whitewood Media Village Nominee Limited to lease the fifth floor of MediaWorks including laboratory space. In August 2021, MediaWorks became the Company's main corporate headquarters. The lease term is nine years and eleven months with an eighteen-month rent free period at the beginning of the lease term. The Company has the option to terminate the lease in November 2026.

In February 2019, the Company entered into a fifteen-year lease for three manufacturing units in Enfield, United Kingdom with option to terminate the lease in February 2029. In addition to base rent, the Company is obligated to pay its proportionate share of building operating expenses and real estate taxes in excess of base year amounts. In March 2021, one of the units was split into two separate units and the Company surrendered one of the units. Upon the surrender, the Company recognized a $0.1 million gain in other (expense) income after recognizing a termination fee of $0.2 million. The Company has no further obligations for the surrendered unit and the right of use asset and lease liability which were recorded for this unit have been written off in the relevant period. The Company subleased two of the three units to third parties with lease terms ranging from October, 2021 to February 2029 and October 2026, respectively. The Company is actively seeking to sublease or assign the lease arrangements relating to the final unit. The Company completed an asset impairment analysis of the right-of-use lease concluding the undiscounted cash flows exceeded the carrying value as of September 30, 2023.

In September 2021, the Company entered into an arrangement for lease with the landlord, Forge Life Sciences Nominee, an affiliate of the Reef Group, for the design, construction and lease of a new 70,000 square foot commercial manufacturing facility in Stevenage, United Kingdom. Under this arrangement, the landlord leased the facility, which will be called The Nucleus, to the Company on agreed terms, upon satisfaction of certain conditions and completion of construction. Since November 2022, the landlord has handed over various portions of the facility to the Company until July 31, 2023 when the landlord and the Company accepted practical completion of The Nucleus. The Company is required to pay a pro-rated license fee for each portion of the facility which the Company has been granted access until the execution of a lease agreement. The Company cumulatively contributed $7.5 million as part as of landlord works and tenant contributions towards the lease as of September 30, 2023 resulting in these payments being taken into account in the determination of the right of use asset for this facility. On July 31, 2023, the landlord and its contractors accepted practical completion of The Nucleus. On September 19, 2023, the Company entered into a 20 year lease agreement with the landlord for The Nucleus. The Company made fit-out costs in other areas of the building and will be required to be removed at the end of the lease term. As a result, as of September 30, 2023, the Company has recognized an estimated Asset Retirement Obligation ("ARO") amounting to $0.1 million.

The following table contains a summary of the lease costs recognized under Accounting Standards Update, "ASU" 2016-02 and other information pertaining to the Company's operating leases for three and nine months ended September 30, 2023 and 2022 (in thousands):

Lease costs	Three Months Ended September 30, 2023	2022	Nine Months Ended September 30, 2023	2022
Operating lease costs	$ 2,061	$ 1,103	$ 5,235	$ 3,542
Variable costs	573	268	657	720
Short term lease costs	227	119	451	231
Total lease costs	**$ 2,861**	**$ 1,490**	**$ 6,343**	**$ 4,493**

Other information	Nine Months Ended September 30, 2023	2022
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash outflows from operating leases (in thousands)	$ 7,817	$ 3,740
Weighted-average remaining lease term - operating leases (in years)	15.9 years	5.1 years
Weighted-average discount rate - operating leases	7.44 %	7.18 %

Future fixed payments for non-cancellable operating leases in effect as of September 30, 2023 are payable as follows (in thousands):

Remainder of 2023	$ 1,975
2024	8,062
2025	6,625
2026	6,396
2027	6,255
Thereafter	60,424
Total lease payments	89,737
Less: imputed interest	(37,279)
Present value of lease liabilities	**$ 52,458**

Sublease Agreements

In October 2021, the Company entered into two separate sublease agreements with two third parties for two manufacturing spaces in Enfield which are currently leased by the Company. The annual lease payments to be received for each of the subleased units are £97,000 and £109,000, over lease terms from October 2021 to February 2029 and October 2021 to October 2026, respectively. In October 2021, the Company received $0.1 million in rental deposits, arising from the sub-lease agreements which have been classified as restricted cash as of September 30, 2023 and December 31, 2022, respectively. Both subleases have been classified as operating leases. The Company recognized the sublease payments on a straight-line basis from the commencement of the sublease agreements.

The following table shows the sublease rental income for the three and nine months ended September 30, 2023 and 2022 (in thousands):

Sublease rental income	Three Months Ended September 30, 2023	2022	Nine Months Ended September 30, 2023	2022
Sublease rental income (included in other income (expenses), net)	$ 61	$ 57	$ 181	$ 183
Total sublease rental income	**$ 61**	**$ 57**	**$ 181**	**$ 183**

Future fixed receipts for non-cancellable operating subleases in effect as of September 30, 2023 are receivable as follows (in thousands):

Remainder of 2023	$	65
2024	$	261
2025	$	261
2026	$	203
2027	$	123
Thereafter	$	106
Total lease payments receivable	**$**	**1,019**

Note 12. Commitments and Contingencies

License Agreements

The Company has entered into an exclusive license agreement with UCL Business Ltd, ("UCLB") which has subsequently been amended and restated. In connection with the UCLB license agreement, the Company is required to make annual license payments and may be required to make payments to UCLB upon the achievement of specified milestones. During the three and nine months ended September 30, 2023, less than $0.1 million and $0.2 million was paid or payable to UCLB by the Company, respectively, relating to the income allocable to the value of the sublicensed intellectual property rights.

In November 2019, the Company entered into an exclusive license agreement with Noile-Immune Biotech Inc. ("Noile") under which the Company will have the right to develop CAR T cell therapies incorporating Noile’s PRIME (proliferation-inducing and migration-enhancing) technology. The Company may be obligated to make additional payments to Noile upon the achievement of development milestones and receipt of regulatory approvals product sale milestones, as well as royalty payments based on possible future sales resulting from the utilization of the licensed technology.

In July 2022, the Company renegotiated a master services agreement with Adaptive Biotechnologies Corporation ("Adaptive"), under which Adaptive's assay is used to analyze patient samples from relapsed/refractory B Cell Acute Lymphoblastic Leukemia (rrB-ALL) patients. Under the agreement, the Company is obligated to make specified payments to Adaptive upon the achievement and receipt of certain regulatory approvals and achievement of commercial milestones in connection with the Company's use of the Adaptive assay.

In September 2023, the Company entered into a non-exclusive sublicense agreement with Miltenyi Biotech B.V. & Co. KG ("Miltenyi") under which the Company will have the right to develop, manufacture and use Miltenyi's or affiliates' sublicensed products. Under the agreement, the Company is obligated to make specified payments to Miltenyi upon the achievement of certain regulatory and clinical milestones. The Company recognized $0.4 million in aggregate relating to an upfront license payment and milestone payment which was deemed probable during the three and nine months ended September 30, 2023.

The Company recognizes the regulatory, clinical and commercial milestones when probable. The Company concluded that, as of September 30, 2023, there were no other milestones for which the likelihood of achievement was currently probable relating to either of the UCLB, Noile, Adaptive or Miltenyi contracts.

Legal Proceedings

From time to time, the Company may be a party to litigation or subject to claims incident to the ordinary course of business. Regardless of the outcome, litigation can have an adverse impact on the Company because of defense and settlement costs, diversion of management resources and other factors. The Company was not a party to any litigation and did not have contingency reserves established for any liabilities as of September 30, 2023 and December 31, 2022.

Capital Commitments

As of September 30, 2023, the Company’s unconditional purchase obligations for capital expenditure totaled $4.2 million and include signed orders for capital equipment and capital expenditure for construction and related expenditure relating to its properties in the United Kingdom and the United States.

Blackstone Strategic Collaboration and Financing Agreement

Refer to Note 10, "Liability related to future royalties and sales milestone, net" for further details to the Blackstone Collaboration Agreement.

Leases

Lease payments under operating leases as of September 30, 2023 and information about the Company's lease arrangements are disclosed in Note 11, "Leases".

Note 13. Related parties

Blackstone Agreements

In November 2021, the Company concurrently entered into the Blackstone Agreements. Subsequent to the execution of the Blackstone Agreements, Blackstone became a related party of the Company. Blackstone owns more than 10% of the Company's outstanding voting securities and is therefore one of the principal owners of the Company. In addition, Blackstone received and exercised their right to nominate one director to the board of directors of the Company.

As of September 30, 2023, the carrying amount of the Blackstone Collaboration Agreement liability was $140.8 million which included aggregated cumulative non-cash interest expense and cumulative catch-up adjustment of $24.9 million. As of December 31, 2022, the carrying amount of the Blackstone Collaboration Agreement liability was $125.9 million which included aggregated cumulative non-cash interest expense (including cumulative catch-up adjustments), of $10.0 million. Refer to Note 10, "Liability related to sales of future royalties and sales milestone, net" for further details.

Syncona Portfolio Limited

Syncona Portfolio Limited is a related party of the Company as Syncona Portfolio Limited owns more than 10% of the Company's outstanding voting securities and is therefore one of the principal owners of the Company. In addition, the chair of the ultimate parent company of Syncona Portfolio Limited is also a director of the Company.

December 2022 public offering

In connection with the Company's December 2022 public offering, certain of the Company's related parties purchased the Company's ADSs from the underwriters at the public offering price of $2.00 per ADSs, and on the same terms as other investors in the Company's public offering. The following table summarizes purchases of ADS by the Company's related parties:

Related party	ADSs purchased	Total purchase price (in millions)
Syncona Portfolio Limited (1)	14,000,000	$ 28.0
Deep Track Capital, LP (2)	15,000,000	30.0
Qatar Investment Authority (3)	15,000,000	30.0
Armistice Capital, LLC (4)	10,000,000	20.0
Entities affiliated with Blackstone (5)	2,500,000	5.0
	56,500,000	**$ 113.0**

(1) Syncona Portfolio Limited is a holder of more than 10% of the Company's share capital.
(2) In connection with this transaction, Deep Track Capital, LP became a holder of more than 5% of the Company's share capital.
(3) In connection with this transaction, Qatar Investment Authority became a holder of more than 5% of the Company's share capital.
(4) In connection with this transaction, Armistice Capital, LLC became a holder of more than 5% of the Company's share capital.
(5) Entities affiliated with Blackstone collectively hold more than 10% of the Company's share capital.

Investee of Syncona Portfolio Limited

The Company entered into a license agreement with an investee of Syncona Portfolio Limited on September 2, 2020. In addition, the chair of the ultimate parent company of Syncona Portfolio Limited is also a director of the Company. The terms of the agreement include a non-refundable license fee, payments based upon achievement of clinical development and regulatory objectives, and royalties on product sales. During the three and nine months ended September 30, 2023, Company received variable consideration arising from the achievement of a development milestone amounting to $0.35 million. Consequently, the Company recognized license revenue of $0.35 million (net of foreign exchange differences).

Note 14. Subsequent Events

The Company evaluated subsequent events through November 9, 2023, the date on which these unaudited condensed consolidated financial statements were issued. The Company has concluded that no subsequent event has occurred that requires disclosure.

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

The following discussion and analysis of our financial condition and results of operations should be read together with the unaudited condensed consolidated financial statements and the related notes to those statements included in this Quarterly Report on Form 10-Q. We also recommend that you read our discussion and analysis of financial condition and results of operations together with our audited financial statements and the notes thereto, which appear in our Annual Report on Form 20-F for the year ended December 31, 2022 as filed with the Securities and Exchange Commission, or the SEC on March 7, 2023.

We maintain our books and records in pounds sterling, our results are subsequently converted to U.S. dollars, and we prepare our consolidated financial statements in accordance with generally accepted accounting principles in the United States, or U.S. GAAP, as issued by the Financial Accounting Standards Board, or FASB. All references in this Report on Form 6-K to "$" are to U.S. dollars and all references to "£" are to pounds sterling. Our unaudited condensed consolidated statements of operations and comprehensive loss for the three months ended September 30, 2023 and 2022 have been translated from pounds sterling into U.S. dollars at the rate of £1.00 to $1.2657 and £1.00 to $1.1769, respectively. Our consolidated statements of operations and comprehensive loss and cash flows for the nine months ended September 30, 2023 and 2022 have been translated from pounds sterling into U.S. dollars at the rate of £1.00 to $1.2439 and £1.00 to $1.2586, respectively. Our unaudited condensed consolidated balance sheet as of September 30, 2023 and audited consolidated balance sheet as of December 31, 2022 have been translated from pounds sterling into U.S. dollars at the rate of £1.00 to $1.2201 and £1.00 to $1.2090, respectively. These translations should not be considered representations that any such amounts have been, could have been or could be converted into U.S. dollars at that or any other exchange rate as of that or any other date.

The statements in this discussion and analysis of our financial condition and results of operations regarding our expectations regarding our future performance, liquidity and capital resources and other non-historical statements are forward-looking statements. Forward-looking statements 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 the forward-looking statements. These risks and uncertainties include, but are not limited to, the risks and uncertainties set forth in the "Risk Factors" section of our Annual Report, this Quarterly Report and any subsequent reports that we file with the SEC.

Overview

We are a biopharmaceutical company developing next-generation programmed T cell therapies for the treatment of cancer and autoimmune diseases. Using our broad suite of proprietary and modular T cell programming technologies, we are engineering precisely targeted, controlled and highly active T cell therapies that are designed to better recognize target cells, break down their defense mechanisms and attack and kill these cells. We believe our programmed T cell therapies have the potential to be best-in-class and to offer patients substantial benefits over the existing standard of care, including the potential for cure in some patients.

Since our inception, we have incurred significant operating losses. For the nine months ended September 30, 2023 and 2022, we incurred net losses of $131.2 million and $121.9 million, respectively, and had an accumulated deficit of $801.4 million and $670.2 million as of September 30, 2023 and December 31, 2022, respectively.

As of September 30, 2023, we had cash and cash equivalents of $256.4 million. Based on our current clinical development plans, we believe our existing cash and cash equivalents will be sufficient to fund our current and planned operating expenses and capital expenditure requirements through at least the next twelve months from the date of issuance of our unaudited condensed consolidated financial statements.

Recent Developments

Key obecabtagene autoleucel (obe-cel) updates and anticipated milestones:

- *Obe-cel in relapsed / refractory (r/r) adult Acute Lymphoblastic Leukemia Acute Lymphoblastic Leukemia (ALL) – The FELIX Study*
  - Longer term follow up data and subgroup analysis data to be presented at the American Society of Hematology (ASH) in December 2023, as well as at medical conferences in the first half of 2024.
  - Biologics License Application (BLA) submission for obe-cel is on track to be submitted to the U.S. Food and Drug Administration (FDA) by the end of 2023 and a submission of a Marketing Authorization Application to the European Medicines Agency (EMA) in the first half of 2024.
- *Obe-cel in B-cell mediated autoimmune diseases*
  - Phase 1 study in refractory systemic lupus erythematosus (SLE) patients is on track to start in early 2024, with initial clinical data expected in late 2024.

Pipeline clinical trials in collaboration with University College London (UCL), updates and anticipated milestones:

- *AUTO1/22 in pediatric B-ALL patients – Phase 1 CARPALL Study*
  - The data presented at the European Society for Blood and Marrow Transplantation (EBMT) in April 2023 on the AUTO1/22 Phase 1 CARPALL study was published in Blood, in August 2023, entitled '*CD19/CD22 targeting with co-transduced CAR T-cells to prevent antigen negative relapse after CAR T-cell therapy of B-ALL*'.
- *AUTO8 in Multiple Myeloma – Phase 1 MCARTY Study*
  - AUTO8 is a next-generation product candidate for multiple myeloma, which comprises two CARs for the multiple myeloma targets, BCMA and CD19. In collaboration with UCL, we initiated a study in 2022. Patients continue to be enrolled and initial data is at ASH in December 2023.
- *AUTO6NG in Neuroblastoma - Phase 1 MAGNETO Study*
  - AUTO6NG contains a CAR that targets GD2 alongside additional programming modules to enhance the activity and persistence. UCL has received Medicines and Health products Regulatory Agency (MHRA) approval for the conduct of a Phase 1 clinical study in children with r/r neuroblastoma. The study will be initiated in Q4 2023.

Key Operational Updates during Q3 2023

- Our new 70,000 square foot commercial manufacturing facility, The Nucleus, in Stevenage, U.K. has completed process performance qualification and is on track to support the BLA submission for obe-cel. We estimate capacity of approximately 2,000 batches per annum which is anticipated to be sufficient to meet US and EU adult ALL demand.

Components of Our Results of Operations

Grant Income

Grant income consists of proceeds from government research grants used to perform specific research and development activities. We recognize grant income over the period in which we recognize the related costs covered under the terms and conditions of the grant. We have received grants from the U.K. government, which are repayable under certain circumstances, including breach or noncompliance with the terms of the grant. For grants with refund provisions, we review the grant to determine the likelihood of repayment. If the likelihood of repayment of the grant is determined to be remote, then the grant is recognized as grant income. We have concluded that the likelihood of any repayment events included in our current grants is remote.

License Revenue

We account for our revenue pursuant to the provisions of Accounting Standards Codification, or ASC Topic 606, *Revenue from Contracts with Customers* ("ASC Topic 606").

We have no products approved for commercial sale and have not generated any revenue from commercial product sales. The total revenue to date has been generated principally from license agreements. As of September 30, 2023, we have entered into various license agreements which included non-refundable upfront license fees, options for future commercial licenses, payments based upon achievement of clinical development and regulatory objectives, payments based upon achievement of certain levels of product sales, and royalties on product sales.

In determining the appropriate amount of revenue to be recognized as we fulfill our obligations under our agreements, we perform the following steps: (i) identification of the promised goods or services in the contract; (ii) determination of whether the promised goods or services are performance obligations, including whether they are distinct in the context of the contract; (iii) measurement of the transaction price, including the constraint on variable consideration; (iv) allocation of the transaction price to the performance obligations based on estimated selling prices; and (v) recognition of revenue when (or as) we satisfy each performance obligation.

License Fees and Multiple Element Arrangements

If a license to our intellectual property is determined to be distinct from the other performance obligations identified in the arrangement, we recognize revenues from non-refundable, upfront fees allocated to the license at such time as the license is transferred to the licensee and the licensee is able to use, and benefit from the license. For licenses that are bundled with other promises, we utilize judgment to assess the nature of the combined performance obligations to determine whether the combined performance obligations are satisfied over time or at a point in time and, if over time, the appropriate method of measuring progress for purposes of recognizing revenue from non-refundable, upfront fees. We evaluate the measure of progress each reporting period and, if necessary, adjust the measure of performance and related revenue recognition.

Appropriate methods of measuring progress include output methods and input methods. In determining the appropriate method for measuring progress, we consider the nature of the service that we promise to transfer to the customer. When we decide on a method of measurement, we will apply that single method of measuring progress for each performance obligation satisfied over time and will apply that method consistently to similar performance obligations and in similar circumstances.

Customer Options

If an arrangement is determined to contain customer options that allow the customer to acquire additional goods or services, the goods and services underlying the customer options that are not determined to be material rights are not considered to be performance obligations at the outset of the arrangement, as they are contingent upon option exercise. We evaluate the customer options for material rights, or options to acquire additional goods or services for free or at a discount. If the customer options are determined to represent a material right, the material right is recognized as a separate performance obligation at the outset of the arrangement. We allocate the transaction price to material rights based on the relative standalone selling price, which is determined based on any identified discount and the probability that the customer will exercise the option. Amounts allocated to a material right are not recognized as revenue until, at the earliest, the option is exercised.

Contingent Research Milestone Payments

ASC Topic 606 constrains the amount of variable consideration included in the transaction price in that either all, or a portion, of an amount of variable consideration should be included in the transaction price. The variable consideration amount should be included only to the extent that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is subsequently resolved. The assessment of whether variable consideration should be constrained is largely a qualitative one that has two elements: the likelihood of a change in estimate, and the magnitude thereof. Variable consideration is not constrained if the potential reversal of cumulative revenue recognized is not significant, for example.

If the consideration in a contract includes a variable amount, we will estimate the amount of consideration in exchange for transfer of promised goods or services. The consideration also can vary if our entitlement to the consideration is contingent on the occurrence or non-occurrence of a future event. We consider contingent research milestone payments to fall under the scope of variable consideration, which should be estimated for revenue recognition purposes at the inception of the contract and reassessed ongoing at the end of each reporting period.

We assess whether contingent research milestones should be considered variable consideration that should be constrained and thus not part of the transaction price. This includes an assessment of the probability that all or some of the milestone revenue could be reversed when the uncertainty around whether or not the achievement of each milestone is resolved, and the amount of reversal could be significant.

U.S. GAAP provides factors to consider when assessing whether variable consideration should be constrained. All of the factors should be considered, and no factor is determinate. We consider all relevant factors.

Royalty Revenue

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

Operating Expenses

Research and Development Expenses

Research and development expenses consist of costs incurred in connection with the research and development of our product candidates, which are partially offset by U.K. research and development expenditure tax credits provided by His Majesty's Revenue & Customs, or HMRC. We expense research and development costs as incurred. These expenses include:

- expenses incurred under agreements with contract research organizations (CROs), as well as investigative sites and consultants that conduct our clinical trials, preclinical studies and other scientific development services;
- manufacturing scale-up expenses and the cost of acquiring and manufacturing preclinical and clinical trial materials;
- employee-related expenses, including salaries, related benefits, travel and share-based compensation expense for employees engaged in research and development functions;
- expenses incurred for outsourced professional scientific development services;
- costs for laboratory materials and supplies used to support our research activities;
- allocated facilities costs, depreciation and other expenses, which include rent and utilities; and
- upfront, milestone and management fees for maintaining licenses under our third-party licensing agreements.

We recognize external development costs based on an evaluation of the progress to completion of specific tasks using information provided to us by our service providers.

Our direct research and development expenses are tracked on a program-by-program basis for our product candidates and consist primarily of external costs, such as fees paid to outside consultants and CROs in connection with our preclinical development, manufacturing and clinical development activities. Our direct research and development expenses by program also include fees incurred under license agreements. We do not allocate employee costs or facility expenses, including depreciation or other indirect costs, to specific programs because these costs are deployed across multiple programs and, as such, are not separately classified. We use internal resources primarily to oversee research and development as well as for managing our preclinical development, process development, manufacturing and clinical development activities.

Research and development activities are central to our business model. Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. As a result, we expect that our research and development expenses will increase substantially over the next few years as we increase personnel costs, initiate and conduct additional clinical trials and prepare regulatory filings related to our product candidates. We also expect to incur additional expenses related to milestone, royalty payments and maintenance fees payable to third parties with whom we have entered into license agreements to acquire the rights related to our product candidates.

The successful development and commercialization of our product candidates is highly uncertain. At this time, we cannot reasonably estimate or know the nature, timing and costs of the efforts that will be necessary to complete the clinical development of any of our product candidates or when, if ever, material net cash inflows may commence from sales of any of our product candidates. This uncertainty is due to the numerous risks and uncertainties associated with development and commercialization activities, including the uncertainty of:

- the scope, progress, outcome and costs of our clinical trials and other research and development activities, including establishing an appropriate safety profile with IND-directed studies;
- successful patient enrollment in, and the initiation and completion of, clinical trials;
- the timing, receipt and terms of any marketing approvals from applicable regulatory authorities;
- establishing commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- development and timely delivery of commercial-grade drug formulations that can be used in our clinical trials and for commercial manufacturing;
- obtaining, maintaining, defending and enforcing patent claims and other intellectual property rights;
- significant and changing government regulation;
- launching commercial sales of our product candidates, if and when approved, whether alone or in collaboration with others;
- maintaining a continued acceptable safety profile of the product candidates following approval; and
- significant competition and rapidly changing technologies within the biopharmaceutical industry.

We may never succeed in achieving regulatory approval for any of our product candidates. We may obtain unexpected results from our clinical trials. We may elect to discontinue, delay or modify clinical trials of some product candidates or focus on others. Any changes in the outcome of any of these variables with respect to the development of our product candidates in clinical development could mean a significant change in the costs and timing associated with the development of these product candidates. For example, if the FDA, the EMA, or another regulatory authority were to delay our planned start of clinical trials or require us to conduct clinical trials or other testing beyond those that we currently expect or if we experience significant delays in enrollment in any of our planned clinical trials, we could be required to expend significant additional financial resources and time on the completion of clinical development of that product candidate. Commercialization of our product candidates can take several years and millions of dollars in development costs.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries, related benefits, travel and share-based compensation expense for personnel in executive, finance, legal and other administrative functions. General and administrative expenses also include allocated facility-related costs, patent filing and prosecution costs and professional fees for marketing, insurance, legal, consulting, and accounting and audit services.

We anticipate that our general and administrative expenses will increase in the future as we increase our headcount to support the planned development of our product candidates. Additionally, if we believe a regulatory approval of one of our product candidates appears likely, we anticipate an increase in payroll and third-party expense as a result of our preparation for commercial operations, especially as it relates to the sales and marketing of our product candidate.

We have experienced, and expect to continue to experience, increased expense with being a public company, including increased accounting, audit, legal, regulatory and compliance costs associated with maintaining compliance with Nasdaq listing rules and SEC requirements, director and officer insurance premiums, as well as higher investor and public relations costs.

Loss on disposal of property and equipment

Loss on disposal of property and equipment primarily consists of losses arising from the disposal of all categories of property and equipment.

Impairment of operating lease right-of-use assets and related property and equipment

Impairment of operating lease right-of-use assets and related property and equipment consists primarily of impairment losses arising from the impairment of leased properties and leasehold improvements that are currently not be utilized by us.

Other expenses, net

Other income, net consists primarily of foreign currency transaction gains and losses, sublease income and gains or losses arising from the termination of leases. Other expense consists primarily of foreign currency transaction losses.

Interest Income

Interest income consists primarily of interest received from banks and money market funds on our cash and cash equivalents balances. We invest funds in a variety of short-term interest-bearing instruments.

Interest Expense

Interest expense consists primarily of non-cash interest expense arising from amortization of the liability related to future royalties and sales milestones, pursuant to our Collaboration Agreement with Blackstone, using the effective interest rate method. On a quarterly basis, we assess the expected present value of the future Blackstone Development Payments under the Blackstone Collaboration Agreement which may be received by us and future royalties and sales milestone payments to Blackstone which may be paid by us. To the extent the amount or timing of such receipts or payments is materially different than our previous estimates we record a cumulative catch-up adjustment to the liability related to future royalties and sales milestones. The adjustment to the carrying amount is recognized as an adjustment to finance expense in the period in which the change in estimate occurred.

Income Tax Benefit

We are subject to corporate taxation in the United Kingdom, United States, Germany and Switzerland. Due to the nature of our business, we have generated losses since inception. Our income tax benefit recognized represents the sum of the research and development tax credits recoverable in the United Kingdom and income tax payable in the United States.

As a company that carries out extensive research and development activities, we benefit from the U.K. research and development tax credit regime under the scheme for small or medium-sized enterprises, or SMEs, and also claim a Research and Development Expenditure Credit, or RDEC, to the extent that our projects are grant funded. Under the SME regime, we are able to surrender some of our trading losses that arise from our qualifying research and development activities for a cash rebate of up to 33.35% of such qualifying research and development expenditure. The U.K. government recently enacted changes which reduce the potential cash rebate under the SME regime to 18.6% for qualifying expenditure incurred on or after April 1, 2023. Additionally, the U.K Government announced but has not yet enacted further changes to the SME regime which include the introduction of a new rate for R&D intensive companies of 27% (which we currently expect to qualify for) and comes into effect for expenditure incurred after April 1, 2023. We have not accounted for these latest changes in our financial statements as they have not yet been enacted.

The net tax benefit of the RDEC reflected in our unaudited condensed consolidated financial statements was 10.5% for each of the nine months ended September 30, 2023 and 2022. Following recent proposed changes by the U.K. government the net tax benefit of the RDEC for qualifying expenditure incurred on or after April 1, 2023 has been increased to 15%. We currently meet the conditions of the SME regime, but also can make claims under the RDEC regime to the extent that our projects are grant funded. We may not be able to continue in the future to qualify as a small or medium-sized enterprise under the SME regime, based on size criteria concerning employee headcount, turnover and gross assets. If we cease to qualify under the SME regime, we may make a claim under the RDEC regime. It should be noted, however, that the types of qualifying expenditure in respect of which we may make claims under the RDEC regime are more restricted than under the SME regime (for example, it may be the case that certain subcontracted costs in respect of which claims may be made under the SME regime do not qualify for relief under the RDEC regime).

Un-surrendered U.K. losses may be carried forward indefinitely to be offset against future taxable profits, subject to numerous utilization criteria and restrictions. The amount that can be offset each year is limited to £5.0 million plus an incremental 50% of U.K. taxable profits. After accounting for tax credits receivable, we had accumulated tax losses for carry forward in the United Kingdom of $320.8 million as of December 31, 2022. No deferred tax assets are recognized on our U.K. losses because there is currently no indication that we will make sufficient taxable profits to utilize these tax losses. We carry a $2.6 million deferred tax asset balance related to the U.S. entity. For the nine months ended September 30, 2023, we have recorded a valuation allowance against the net deferred tax asset where the recoverability due to future taxable profits is unknown. On April 1, 2023 the main rate of the U.K. corporation tax was increased to 25% for companies with profits in excess of £250,000, or the small profits rate of 19% for companies with profits of £50,000 or less (with marginal relief from the main rate available to companies with profits between £50,000 and £250,000).

In the event we generate revenues in the future, we may benefit from the United Kingdom “patent box” regime that allows profits attributable to revenues from patents or patented products to be taxed at an effective rate of 10%.

Value Added Tax, or VAT, is broadly charged on all taxable supplies of goods and services by VAT-registered businesses. Under current rates, an amount of 20% of the value, as determined for VAT purposes, of the goods or services supplied is added to all sales invoices and is payable to HMRC. Similarly, VAT paid on purchase invoices is generally reclaimable from HMRC.

Results of Operations

Comparison of Three Months Ended September 30, 2023 and 2022

The following table summarizes our results of operations for the three months ended September 30, 2023, and 2022 (in thousands):

	Three Months Ended September 30,		
	2023	2022	Change
License revenue	$ 406	$ 2,369	$ (1,963)
Operating expenses:			
Research and development	(37,237)	(37,632)	395
General and administrative	(10,611)	(8,231)	(2,380)
Impairment of operating lease right-of-use assets and related property and equipment	(382)	—	(382)
Total operating expenses, net	**(47,824)**	**(43,494)**	**(4,330)**
Other expenses, net	(1,597)	(3,740)	2,143
Interest income	3,646	165	3,481
Interest expense	(5,014)	(1,850)	(3,164)
Total other expense, net	**(2,965)**	**(5,425)**	**2,460**
Net loss before income tax	**(50,789)**	**(48,919)**	**(1,870)**
Income tax benefit	4,940	6,152	(1,212)
Net loss attributable to ordinary shareholders	**$ (45,849)**	**$ (42,767)**	**$ (3,082)**

License Revenue

License revenue amounting to $0.4 million for the three months ended September 30, 2023 primarily relates to revenue recognized arising from an existing license agreement with an investee of Syncona Portfolio Limited, which is a holder of more than 10% of our share capital. License revenue amounting to $2.4 million for the three months ended September 30, 2022 primarily relates to ModernaTX Inc. ("Moderna") exercising its option to license certain of our technology.

The following tables provide additional detail on our research and development expenses (in thousands):

	Three Months Ended September 30,		
	2023	2022	Change
Direct research and development expenses			
B cell malignancies (Obe-cel, AUTO1/22 & AUTO3)	$ 4,779	$ 13,487	$ (8,708)
Other projects (AUTO4, AUTO5, AUTO6, AUTO7 & AUTO8)	761	398	363
Total direct research and development expense	**$ 5,540**	**$ 13,885**	**$ (8,345)**
Indirect research and development expenses and unallocated costs:			
Personnel related (including share-based compensation)	$ 15,603	$ 13,859	1,744
Indirect research and development expense	16,094	9,888	6,206
Total research and development expenses	**$ 37,237**	**$ 37,632**	**$ (395)**

Research and development expenses decreased by $0.4 million to $37.2 million for the three months ended September 30, 2023 from $37.6 million for the three months ended September 30, 2022 primarily due to:

- a decrease of $4.8 million in clinical costs and manufacturing costs primarily relating to our obe-cel clinical product candidate,
- a decrease of $0.5 million in depreciation and amortization related to property, plant and equipment and intangible assets,
- a decrease of $0.5 million in professional consulting and legal fees in relation to our research and development activities,
- a decrease of $0.2 million related to general office expenses, offset by:
- an increase of $3.2 million in facilities costs related to our new manufacturing facility, The Nucleus, in Stevenage, United Kingdom as well as increases in costs related to maintaining our current leased properties,
- an increase of $1.7 million in salaries and other employment related costs including share-based compensation expense, which was mainly driven by an increase in the number of employees engaged in research and development activities, and
- an increase of $0.7 million related to information technology infrastructure and support for information systems related to our new manufacturing facility.

General and Administrative Expenses

General and administrative expenses increased by $2.4 million to $10.6 million for the three months ended September 30, 2023 from $8.2 million for the three months ended September 30, 2022 primarily due to:

- an increase of $2.0 million in salaries and other employment related costs including share-based compensation expenses, which was mainly driven by an increase in the number of employees engaged in general and administrative activities,
- an increase of $0.4 million related to information technology infrastructure and support for information systems related to the conduct of corporate and commercial operations,
- an increase of $0.3 million in facility costs due to the increase in space utilized for general and administrative activities and related to general office expense,
- an increase of $0.1 million in depreciation and amortization related to property and equipment and intangible assets, offset by:
- a decrease of $0.2 million primarily related to a reduction in directors' and officers' liability insurance premiums, legal and professional fees, and
- a decrease of $0.2 million in costs related to commercial-stage readiness activities.

Impairment of operating lease right-of-use assets and related property and equipment

For the three months ended September 30, 2023, we recognized an impairment loss on operating lease right-of-use assets and related property and equipment of $0.4 million related to a leased property in Stevenage, United Kingdom. There was no impairment recognized for the three months ended September 30, 2022.

Other expenses, net

Other expenses, net decreased to $1.6 million for the three months ended September 30, 2023 from $3.7 million for the three months ended September 30, 2022. The decrease of $2.1 million is primarily due to lower foreign exchange losses for the three months ended September 30, 2023 as compared to the three months ended September 30, 2022.

Interest income

Interest income increased to $3.6 million for the three months ended September 30, 2023, as compared to $0.2 million for the three months ended September 30, 2022. The increase in interest income of $3.4 million primarily relates to increase in yield and also higher account balances associated with our cash and cash equivalents during the three months ended September 30, 2023 as compared to the three months ended September 30, 2022.

Interest expense

Interest expense increased to $5.0 million for the three months ended September 30, 2023 as compared to $1.9 million for the three months ended September 30, 2022. Interest expense increased by $3.1 million primarily due to an increase in the balance of the liability for future royalties and sales milestones, net associated with our Collaboration Agreement with Blackstone.

Income Tax Benefit

Income tax benefit decreased by $1.2 million to $4.9 million for the three months ended September 30, 2023 from $6.2 million for the three months ended September 30, 2022 due to a combination of a decrease in qualifying research and development expenditures, a reduction in effective tax rate related to the U.K. research and development tax credit regime under the scheme for SMEs, partially offset by an adjustment arising from the finalization of our prior year tax returns.

Comparison of Nine Months Ended September 30, 2023 and 2022

The following table summarizes our results of operations for the nine months ended September 30, 2023, and 2022 (in thousands):

	Nine Months Ended September 30,		
	2023	**2022**	**Change**
Grant income	$ —	$ 166	$ (166)
License revenue	1,698	2,369	(671)
Operating expenses:			
Research and development	(105,323)	(109,806)	4,483
General and administrative	(31,017)	(24,487)	(6,530)
Loss on disposal of property and equipment	(3,791)	—	(3,791)
Impairment of operating lease right-of-use assets and related property and equipment	(382)	—	(382)
Total operating expenses, net	**(138,815)**	**(131,758)**	**(7,057)**
Other expenses, net	(333)	(4,214)	3,881
Interest income	10,495	282	10,213
Interest expense	(14,939)	(5,448)	(9,491)
Total other expense, net	**(4,777)**	**(9,380)**	**4,603**
Net loss before income tax	**(143,592)**	**(141,138)**	**(2,454)**
Income tax benefit	12,380	19,250	(6,870)
Net loss attributable to ordinary shareholders	**$ (131,212)**	**$ (121,888)**	**$ (9,324)**

Grant Income

There was no grant income recognized for the nine months ended September 30, 2023 as compared to $0.2 million in reimbursable expenditures for the same period in the prior year.

License Revenue

License revenue decreased by $0.7 million for the nine months ended September 30, 2023. During the nine months ended September 30, 2023, we recognized $1.7 million relating to the execution of the Option and License Agreement with Cabaletta Bio Inc., which included recognition of a non-refundable license fee and license revenue from an investee of Syncona Portfolio Limited, which is a holder of more than 10% of our share capital. During the nine months ended September 30, 2022, license revenue of $2.4 million primarily related to Moderna exercising its option to license certain of our intellectual property.

Research and Development Expenses

The following tables provide additional detail on our research and development expenses (in thousands):

	Nine Months Ended September 30, 2023	2022	Change
Direct research and development expenses			
B cell malignancies (Obe-cel, AUTO1/22 & AUTO3)	$ 12,933	$ 34,880	$ (21,947)
Other projects (AUTO4, AUTO5, AUTO6, AUTO7 & AUTO8)	2,304	2,046	258
Total direct research and development expense	**$ 15,237**	**$ 36,926**	**$ (21,689)**
Indirect research and development expenses and unallocated costs:			
Personnel related (including share-based compensation)	$ 46,485	$ 40,349	$ 6,136
Indirect research and development expense	43,601	32,531	11,070
Total research and development expenses	**$ 105,323**	**$ 109,806**	**$ (4,483)**

Research and development expenses decreased by $4.5 million to $105.3 million for the nine months ended September 30, 2023 from $109.8 million for the nine months ended September 30, 2022 primarily due to:

- a decrease of $15.5 million in clinical costs and manufacturing costs primarily relating to our obe-cel clinical product candidate,
- a decrease of $1.2 million in depreciation and amortization related to property, plant and equipment and intangible assets,
- a decrease of $1.1 million in legal fees and professional consulting fees in relation to our research and development activities,
- a decrease of $0.1 million related to general office expense,
- a decrease of $0.1 million in material transportation costs, offset by:
- an increase of $6.1 million in salaries and other employment related costs including share-based compensation expense, which was mainly driven by an increase in the number of employees engaged in research and development activities,
- an increase of $5.2 million in facilities costs related to our new manufacturing facility, The Nucleus, in Stevenage, United Kingdom as well as increases in costs related to maintaining our current leased properties, and
- an increase of $2.2 million related to information technology infrastructure and support for information systems related to our new manufacturing facility.

General and Administrative Expenses

General and administrative expenses increased by $6.5 million to $31.0 million for the nine months ended September 30, 2023 from $24.5 million for the nine months ended September 30, 2022 primarily due to:

- an increase of $3.9 million in salaries and other employment related costs including share-based compensation expenses, which was mainly driven by an increase in the number of employees engaged in general and administrative activities,
- an increase of $2.0 million in commercial readiness costs due to increased commercial readiness activities being undertaken,
- an increase of $0.5 million related to information technology infrastructure and support for information systems related to the conduct of corporate and commercial operations,
- an increase of $0.4 million in facility costs due to the increase in space utilized for general and administrative activities and related to general office expenses,
- an increase of $0.2 million in depreciation and amortization related to property, plant and equipment and intangible assets, offset by:
- a decrease of $0.5 million primarily related to a reduction in directors' and officers' liability insurance premiums, legal and professional fees.

Loss on disposal of property and equipment

For the nine months ended September 30, 2023, we recognized a loss on disposal of property and equipment of $3.8 million related to fixed assets no longer being utilized in the manufacturing facility exited in Stevenage, United Kingdom and in a leased property in Stevenage, United Kingdom. There were no such disposals for the nine months ended September 30, 2022.

Impairment of operating lease right-of-use assets and related property and equipment

For the nine months ended September 30, 2023, we recognized an impairment loss on operating lease right-of-use assets and related property and equipment of $0.4 million related to a leased property in Stevenage, United Kingdom. There was no impairment recognized for the nine months ended September 30, 2022.

Other expenses, net

Other expenses, net decreased to $0.3 million for the nine months ended September 30, 2023 from $4.2 million for the nine months ended September 30, 2022. The decrease of $3.9 million is primarily due to lower foreign exchange losses of $4.1 million, offset by a lease termination loss of $0.1 million and an increase of other expenses of $0.1 million for the nine months ended September 30, 2023 as compared to the nine months ended September 30, 2022.

Interest Income

Interest income increased to $10.5 million for the nine months ended September 30, 2023, as compared to $0.3 million for the nine months ended September 30, 2022. The increase in interest income of $10.2 million primarily relates to increase in yield and higher account balances associated with our cash and cash equivalents during the nine months ended September 30, 2023 as compared to the nine months ended September 30, 2022.

Interest Expense

Interest expense increased to $14.9 million for the nine months ended September 30, 2023 as compared to $5.4 million for the nine months ended September 30, 2022. Interest expense increased by $9.5 million primarily due to an increase in the balance of the liability for future royalties and sales milestones, net associated with our Collaboration Agreement with Blackstone.

Income Tax Benefit

Income tax benefit decreased by $6.9 million to $12.4 million for the nine months ended September 30, 2023 from $19.3 million for the nine months ended September 30, 2022 due to a decrease in qualifying research and development expenditures and the reduction in effective tax rate related to the U.K. research and development tax credit regime under the scheme for SMEs, partially offset by an adjustment arising from the finalization of our prior year tax returns.

Liquidity and Capital Resources

Since our inception, we have not generated any commercial product revenue and have incurred operating losses and negative cash flows from our operations. We expect to incur significant expenses and operating losses for the foreseeable future as we advance our product candidates through preclinical and clinical development and seek regulatory approval and pursue commercialization of any approved product candidates. We expect that our research and development and general and administrative expenses may increase in connection with our planned research, clinical development and potential commercialization activities. As a result, we will need significant additional capital to fund our operations until such time as we can generate significant revenue from product sales.

We do not currently have any approved products and have never generated any commercial revenue from product sales. We have funded our operations to date primarily with proceeds from government grants, sales of our equity securities, through public offerings and sales pursuant to our at-the-market facility, reimbursable U.K. research and development tax credits and receipts from the U.K. RDEC scheme, out-licensing arrangements and strategic collaboration agreements. From our inception in 2014 through September 30, 2023, we have raised an aggregate of $1.1 billion from these capital sources.

As of September 30, 2023, we had cash and cash equivalents of $256.4 million.

Cash Flows

The following table summarizes our cash flows for each of the periods presented (in thousands):

	Nine Months Ended September 30,	
	2023	2022
Net cash used in operating activities	$ (120,754)	$ (97,742)
Net cash used in investing activities	(9,509)	(10,208)
Net cash (used in) provided by financing activities	(906)	101
Effect of exchange rate changes on cash, cash equivalents and restricted cash	5,257	(39,459)
Net decrease in cash, cash equivalents and restricted cash	$ (125,912)	$ (147,308)

Net Cash Used in Operating Activities

During the nine months ended September 30, 2023, operating activities used $120.8 million of cash, resulting from our net loss of $131.2 million, and net cash used resulting from changes in our operating assets and liabilities of $20.5 million, partially offset by non-cash charges of $31.0 million. Net cash used in operating activities resulting from changes in our operating assets and liabilities for the nine months ended September 30, 2023 consisted primarily of decreases in accrued expenses and other liabilities of $6.8 million, a $9.0 million decrease in current and non-current operating lease liabilities, net of operating lease right of use assets, and a net increase of $5.7 million in prepaid expenses and other current and non-current assets, offset by an increase in accounts payable of $0.1 million and a decrease in long-term deposits of $0.9 million.

During the nine months ended September 30, 2022, operating activities used $97.7 million of cash, resulting from our net loss of $121.9 million, and net cash used resulting from changes in our operating assets and liabilities of $5.6 million, partially offset by non-cash charges of $29.8 million. Net cash used in operating activities resulting from changes in our operating assets and liabilities for the nine months ended September 30, 2022 consisted primarily of a $20.5 million increase in prepaid expenses and other current and non-current assets and an increase in accrued expenses and other liabilities of $15.5 million. This cash used was offset by a decrease in accounts payable of $0.1 million and a $0.5 million decrease in right of use assets from amortization and operating lease liabilities, net.

Net Cash Used in Investing Activities

During the nine months ended September 30, 2023 and 2022, we used $9.5 million and $10.2 million, respectively, of cash in investing activities, all of which consisted of purchases of property and equipment. Property and equipment purchased during the nine months ended September 30, 2023 related primarily to assets under construction associated with the fit-out of our Nucleus manufacturing facility.

Net Cash (used in) provided by Financing Activities

During the nine months ended September 30, 2023, net cash used in financing activities primarily relates to payments of issuance costs relating to prior financings of $0.9 million. During the nine months ended September 30, 2022 net cash provided by financing activities of $0.1 million primarily relates to proceeds received from the exercise of share options.

Funding Requirements

We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we continue pre-commercial readiness activities for obe-cel, complete the qualification of our new commercial manufacturing facility and advance the preclinical activities and clinical trials of our product candidates. Our expenses will increase as we:

- seek regulatory approvals for obe-cel or any other product candidates that successfully complete preclinical and clinical trials;
- establish a sales, marketing and distribution infrastructure in anticipation of commercializing of any product candidates for which we may obtain marketing approval and intend to commercialize on our own or jointly;
- hire additional clinical, medical and development personnel;
- expand our infrastructure and facilities to accommodate our growing employee base; and
- maintain, expand and protect our intellectual property portfolio.

Our primary uses of capital are, and we expect will continue to be, compensation and related expenses, clinical costs, external research and development services, laboratory and related supplies, legal and other regulatory expenses, and administrative and overhead costs. Our future funding requirements will be heavily determined by the resources needed to support the development of our product candidates.

Based on our current clinical development plans, we believe our current cash and cash equivalents will be sufficient to fund our current and planned operating expenses and capital expenditure requirements for at least the next twelve months from the date of the issuance of these unaudited condensed consolidated financial statements. We have based these estimates on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we expect. If we receive regulatory approval for obe-cel or any of our other product candidates, we expect to incur significant commercialization expenses related to product manufacturing, sales, marketing and distribution, depending on where we choose to commercialize. We may also require additional capital to pursue in-licenses or acquisitions of other product candidates.

Because of the numerous risks and uncertainties associated with research, development and commercialization of pharmaceutical product candidates, we are unable to estimate the exact amount of our working capital requirements. Our future funding requirements will depend on and could increase significantly as a result of many factors, including:

- the scope, progress, outcome and costs of our clinical trials and other research and development activities;
- the costs, timing, receipt and terms of any marketing approvals from applicable regulatory authorities;
- the costs of future activities, including product sales, medical affairs, marketing, manufacturing and distribution, for any of our product candidates for which we receive marketing approval;
- the revenue, if any, received from commercial sale of our products, should any of our product candidates receive marketing approval;
- the costs and timing of hiring new employees to support our continued growth;
- the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims; and
- the extent to which we in-license or acquire additional product candidates or technologies.

Until such time, if ever, that we can generate product revenue sufficient to achieve profitability, we expect to finance our cash needs through a combination of public or private equity offerings, reimbursable U.K. research and development tax credits and receipts from the U.K. RDEC scheme, out-licensing arrangements, or strategic collaboration agreements. To the extent that we raise additional capital through the sale of equity, the ownership interest of existing shareholders will be diluted. If we raise additional funds through other third-party funding, collaborations agreements, strategic alliances, licensing arrangements or marketing and distribution arrangements, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products or product candidates that we would otherwise prefer to develop and market ourselves.

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our unaudited condensed consolidated financial statements, which we have prepared in accordance with generally accepted accounting principles in the United States, "U.S. GAAP". The preparation of our unaudited condensed consolidated financial statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, costs and expenses, and the disclosure of contingent assets and liabilities in our unaudited condensed consolidated financial statements. We base our estimates on historical experience, known trends and events and various other factors that we believe are 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. We evaluate our estimates and assumptions on an ongoing basis. Our actual results may differ from these estimates under different assumptions or conditions.

Below we have included an update to our significant judgements and accounting estimates from those included in our Annual Report.

Lease Term—Impact on Right-of-Use Assets and Lease Liabilities

In September 2021, we entered into an arrangement for lease with the landlord, Forge Life Sciences Nominee, an affiliate of the Reef Group, for the design, construction and lease of our new 70,000 square foot commercial manufacturing facility, referred to as, The Nucleus, in Stevenage, United Kingdom. Under this arrangement, the landlord leased the facility to us on agreed terms, upon satisfaction of certain conditions and completion of construction. Beginning in November 2022, the landlord handed over various portions of the facility to us; on July 31, 2023, the landlord confirmed practical completion of The Nucleus. We were required to pay a pro-rated license fee for each portion of the facility which we were granted access until execution of the lease agreement. As the landlord provided us with access to portions of the facility, the definition of a lease in accordance with ASC 842, was met. The lease term can materially impact the value of the right of use assets and lease liabilities recorded on our balance sheet as required under ASC 842.

On September 19, 2023, we entered into a 20-year lease agreement with Forge Life Sciences Nominee for The Nucleus. We calculated the lease term for The Nucleus by taking into account, the noncancellable period specified in the agreement together with the periods a license fee was payable by us to the landlord for portions of The Nucleus handed over to us. The foregoing description of the Nucleus lease is qualified in its entirety by the lease itself, which is filed herewith.

JOBS Act

The Jumpstart Our Business Startups Act, or the JOBS Act, provides that, among other things, an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. As an emerging growth company, we have irrevocably elected not to take advantage of the extended transition period afforded by the JOBS Act for implementation of new or revised accounting standards and, as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for non-emerging growth public companies until the date we are no longer an emerging growth company.

We also currently rely on other exemptions and reduced reporting requirements provided by the JOBS Act. Subject to certain conditions set forth in the JOBS Act, we are not required to, among other things, (i) provide an auditor's attestation report on our system of internal controls over financial reporting pursuant to Section 404(b), (ii) provide all of the compensation disclosure that may be required of non-emerging growth public companies under the Dodd-Frank Wall Street Reform and Consumer Protection Act, (iii) comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements (auditor discussion and analysis), or (iv) disclose certain executive compensation-related items such as the correlation between executive compensation and performance and comparisons of the chief executive officer's compensation to median employee compensation.

As of December 31, 2023, we will no longer be an emerging growth company. As a result, we will no longer be able to take advantage of reduced disclosure and other obligations that are available to emerging growth companies after that date.

Recent Accounting Pronouncements Not Yet Adopted

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations is disclosed in Note 2, "Summary of Significant Accounting Policies," to our unaudited condensed consolidated financial statements included in in this Quarterly Report.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risks in the ordinary course of our business, which are principally limited to interest rate fluctuations and foreign currency exchange rate fluctuations. We maintain significant amounts of cash that are in excess of federally insured limits in various currencies, placed with one or more financial institutions for varying periods according to expected liquidity requirements.

Interest Rate Risk

As of September 30, 2023 and December 31, 2022, we had cash and cash equivalents of $256.4 million and $382.4 million, respectively. Our exposure to interest rate sensitivity is impacted by changes in the underlying U.S. and U.K. bank interest rates. Our surplus cash have been invested in interest-bearing savings and money market funds from time to time. We have not entered into investments for trading or speculative purposes. Due to the conservative nature of our investment portfolio, which is predicated on capital preservation of investments with short-term maturities, we do not believe an immediate one percentage point change in interest rates would have a material effect on the fair market value of our portfolio, and we, therefore, do not expect our operating results or cash flows to be significantly affected by changes in market interest rates.

As of September 30, 2023 and December 31, 2022, we had no debt outstanding that is subject to interest rate variability. Therefore, we are not subject to interest rate risk related to debt. The Blackstone Collaboration Liability has a fixed effective interest rate and is not subject to any fluctuations due to interest rate risk.

Foreign Currency Exchange Risk

We maintain our consolidated financial statements in our functional currency, which is pounds sterling. Monetary assets and liabilities denominated in currencies other than the functional currency are translated into the functional currency at rates of exchange prevailing at the balance sheet dates. Non-monetary assets and liabilities denominated in foreign currencies are translated into the functional currency at the exchange rates prevailing at the date of the transaction. Exchange gains or losses arising from foreign currency transactions are included in the determination of net income (loss) for the respective periods. We recorded foreign exchange losses of $1.7 million and $3.8 million for the three months ended September 30, 2023 and 2022, respectively, and foreign exchange losses of $0.4 million and $4.4 million for the nine months ended September 30, 2023 and 2022, respectively, which are included in other (expenses) income, net in the unaudited condensed consolidated statements of operations and comprehensive loss.

For financial reporting purposes, our consolidated financial statements are prepared using the functional currency and translated into the U.S. dollar. Assets and liabilities are translated at the exchange rates at the balance sheet dates and revenue and expenses are translated at the average exchange rates and shareholders' equity is translated based on historical exchange rates. Translation adjustments are not included in determining net income (loss) but are included in foreign exchange adjustment to accumulated other comprehensive income (loss), a component of shareholders' equity.

We do not currently engage in currency hedging activities in order to reduce our currency exposure, but we may begin to do so in the future. Instruments that may be used to hedge future risks may include foreign currency forward and swap contracts. These instruments may be used to selectively manage risks, but there can be no assurance that we will be fully protected against material foreign currency fluctuations.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

We maintain "disclosure controls and procedures," as defined in Rule 13a-15(e) and Rule 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Securities and Exchange Act of 1934, as amended ("Exchange Act") is accumulated and communicated to our management, including our principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e)) under the Exchange Act as of September 30, 2023.

Based on such evaluation, our Chief Executive Officer and Chief Financial Officer have concluded that our disclosure controls and procedures were effective at September 30, 2023.

Changes in Internal Control over Financial Reporting

No changes in our internal control over financial reporting (as defined in Rules 13a-15(e) and 15d – 15(e)) under the Exchange Act) occurred during the quarter ended September 30, 2023 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.

From time to time, we may become involved in legal proceedings arising in the ordinary course of our business. We are not currently a party to any material legal proceedings, and we are not aware of any pending or threatened legal proceeding against us that we believe could have an adverse effect on our business, operating results or financial condition.

Item 1A. Risk Factors.

Our business has significant risks. In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the risks described in Part I, Item 3D "Risk Factors" of our Annual Report on Form 20-F for the year ended December 31, 2022 (the "Annual Report"), before deciding whether to invest in our share capital. These are not the only risks facing our business. Other risks and uncertainties that we are not currently aware of or that we currently consider immaterial also may materially adversely affect our business, financial condition and future results. Risks we have identified but currently consider immaterial could still also materially adversely affect our business, financial condition and future results of operations if our assumptions about those risks are incorrect or if circumstances change.

There were no material changes during the period covered in this Quarterly Report to the risk factors previously disclosed in Part I, Item 3D of the Annual Report, except as follows:

We expect to incur additional costs and expenses due to our decision to voluntarily comply with certain U.S. domestic issuer reporting obligations before we are required to do so.

We are currently a "foreign private issuer," as such term is defined in Rule 405 under the U.S. Securities Act of 1933, as amended, or the Securities Act, and are not subject to the same requirements that are imposed upon U.S. domestic issuers by the SEC. Effective as of the date of this Quarterly Report on Form 10-Q, we have decided to voluntarily file periodic reports, such as annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K on U.S. domestic issuer forms, which are more detailed and extensive in certain respects, and which must be filed more promptly, than the forms currently available to foreign private issuers. The regulatory and compliance costs to us voluntarily complying with U.S. domestic issuer reporting obligations will be more than the costs incurred reporting as a foreign private issuer.

We will no longer qualify as an "emerging growth company" as of December 31, 2023 and, as a result, we will no longer be able to avail ourselves of certain reduced reporting requirements applicable to emerging growth companies.

We are currently an "emerging growth company" as defined in the JOBS Act and we have taken advantage of exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies, including (i) not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, (ii) reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and (iii) exemptions from the requirements of holding nonbinding advisory shareholder votes on executive compensation and shareholder approval of any golden parachute payments not approved previously. In addition, as an emerging growth company, we are only required to provide two years of audited financial statements and two years of selected financial data in our periodic reports. Under the JOBS Act, emerging growth companies can also delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to take advantage of the benefits of this extended transition period. Our financial statements may therefore not be comparable to those of companies that comply with such new or revised accounting standards.

Because five fiscal years has passed since our initial public offering, we will lose our status as an "emerging growth company" as of December 31, 2023. We will become a "non-accelerated filer" beginning with the filing of our Annual Report on Form 10-K for the year ending December 31, 2023. We expect that the loss of our "emerging growth company" status and our compliance with the additional requirements that we were previously exempt from as an "emerging growth company" will increase our legal and financial compliance costs. In addition, any failure to comply with these additional requirements in a timely manner, or at all, could have an adverse effect on our business and results of operations and could cause a decline in the price of our ADSs.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

None.

Item 6. Exhibits.

The following exhibits are either provided with this Quarterly Report on Form 10-Q or are incorporated herein by reference:

Exhibit number	Description
3.1	Articles of Association of Autolus Therapeutics plc (incorporated by reference to Exhibit 3.1 to our Registration Statement on Form F-1 (file no: 333-224720))
10.1*†	Lease Agreement, dated September 19, 2023, between Forge Life Sciences Nominee I Limited and Forge Life Sciences Nominee 2 Limited, Autolus Limited and Autolus Therapeutics plc relating to The Nucleus Marshgate, Stevenage
10.2*†	Amendment 2 to Supply Agreement, dated as of September 27, 2023, by and between Autolus Limited and Miltenyi Biotec B.V. & Co. KG.
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
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.
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Inline Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Filed herewith

** This certification is being furnished solely to accompany this Quarterly Report on Form 10-Q pursuant to 18 U.S.C. Section 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing of the registrant under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

† Certain portions of the exhibit (indicated by asterisks) have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

SIGNATURES

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

Autolus Therapeutics plc

Date: November 9, 2023

By: /s/ Christian Itin
Name: Christian Itin, Ph.D.
Title: Chief Executive Officer
(Principal Executive Officer)

Date: November 9, 2023

By: /s/ Robert Dolski
Name: Robert Dolski
Title: Chief Financial Officer
(Principal Financial Officer)

Dated 19 September 2023

FORGE LIFE SCIENCES NOMINEE 1 LIMITED AND FORGE LIFE SCIENCES NOMINEE 2 LIMITED

and

AUTOLUS LIMITED

and

AUTOLUS THERAPEUTICS PLC

LEASE OF THE NUCLEUS MARSHGATE STEVENAGE SG1 1FR FORMERLY KNOWN AS PART OF THE MARSHGATE CAR PARK, STEVENAGE

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LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease : 19 September 2023

LR2. Title number(s) : **LR2.1 Landlord's title number(s)**

HD608165

: **LR2.2 Other title numbers**

LR3. Parties to this lease : **Landlord**

Forge Life Sciences Nominee 1 Limited (company number 13523380) and Forge Life Sciences Nominee 2 Limited (company number 13523683) in their capacity as nominees for and on behalf of Forge Life Sciences GP Limited (company number 13520188) all of whose registered offices are at 4th Floor 52-54 Gracechurch Street, London, England, EC3V 0EH acting in the capacity of general partner of Forge Life Sciences L.P. (a limited partnership registered under the Limited Partnerships Act 1907) of the same address as the general partner

: **Tenant**

Autolus Limited registered in England and Wales with company registration number 09115837 whose registered office is at The Mediaworks, 191 Wood Lane, London, England, W12 7FP.

: **Guarantor**

Autolus Therapeutics PLC registered in England and Wales with company registration number 11185179 whose registered office is at The Mediaworks, 191 Wood Lane, London, England, W12 7FP.

LR4. Property : **In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail**.

The property known as The Nucleus Marshgate Stevenage SG1 1FR formerly known as part of the Marshgate car park at Stevenage Town Centre as shown edged red on the plan attached to the lease and further described in clause 1.2.

			The property is let without the benefit of any existing easements other than those expressly referred to in clause 2.2.
LR5.	**Prescribed statements etc.**	:	None
LR6.	**Term for which the Property is leased**	:	The term is as follows: 20 years from and including 19 September 2023 to but excluding 19 September 2043.
LR7.	**Premium**	:	None
LR8.	**Prohibitions or restrictions on disposing of this lease**	:	This lease contains a provision that prohibits or restricts dispositions.
LR9.	**Rights of acquisition etc.**	:	**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land** None
		:	**LR9.2 Tenant's covenant to (or offer to) surrender this lease** None
		:	**LR9.3 Landlord's contractual rights to acquire this lease** None
LR10.	**Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**	:	None
LR11.	**Easements**	:	**LR11.1 Easements granted by this lease for the benefit of the Property** See clause 2.2
		:	**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property** See clauses 2.4 and 2.5
LR12.	**Estate rentcharge burdening the Property**	:	None

LR13.	**Application for standard form of restriction**	:	None
LR14.	**Declaration of trust where there is more than one person comprising the Tenant**	:	None

ADDITIONAL PARTICULARS

Principal Rent	:	£3,050,000 per year (exclusive of VAT) subject to increase in accordance with clause 3.4.1.
Rent Review Dates	:	19 September 2024 and every anniversary of that date.
Permitted Use	:	use as offices, research and development and manufacturing within Class E of Schedule 2 to the Use Classes Order.
Permitted Part	:	any self-contained part of the Property comprising not less than one whole floor of the Property which is capable of beneficial occupation and use, provided that the total number of occupiers of the Property does not exceed two at any time (such total to include the occupancy of the Tenant).

[***]

1. DEFINITIONS AND INTERPRETATION

1.1 Particulars

The words and expressions used in the Particulars and Additional Particulars shall have in this lease the meanings ascribed to them there.

1.2 Further definitions

The following further definitions apply in this lease:

1925 Act means the Law of Property Act 1925.

1954 Act means the Landlord and Tenant Act 1954.

1995 Act means the Landlord and Tenant (Covenants) Act 1995.

Agreement for Lease means the agreement for lease pursuant to which this lease was entered into.

Base Rate means the base lending rate for the time being of a London clearing bank selected by the Landlord or (if that base lending rate is a negative figure) zero per cent.

Contractual Term means the term set out in clause LR6.

EPB Regulations means the Energy Performance of Buildings (England and Wales) Regulations 2012.

EPC means an Energy Performance Certificate and Recommendation Report (as defined in the EPB Regulations).

Fair Proportion means a fair proportion appropriate to the Property or its use to be conclusively decided from time to time by the Landlord's surveyor acting in good faith as an expert.

Group Company means a company that is from time to time a member of the same Group within the meaning of section 42 of the 1954 Act.

Incumbrances means the matters affecting the Property referred to in Schedule 1 so far as they are still subsisting and capable of taking effect and relate to the Property.

Installations means plant, machinery or equipment of any kind, including aerials, satellite dishes, electronic communications apparatus (as defined in section 151 of the Communications Act 2003) or any other communications apparatus.

Insured Risks means loss or damage by fire, explosion, lightning, earthquake, impact by vehicles, flooding, storm, tempest, aircraft and articles dropped from them in peacetime, riot, civil commotion, terrorist activities, malicious damage, burst pipes, overflows from water tanks, subsidence and heave and such other risks as the Landlord may in good faith decide (but excluding any risks which are not insurable on terms which the Landlord in good faith considers reasonable and subject to any excesses, exclusions or limitations imposed by the insurers in accordance with normal practice).

Landlord includes the person for the time being entitled to the immediate reversion to the Term.

Legislation means Acts of Parliament and (for so long as the same continue to apply in England and Wales) the laws, regulations and directives of the European Union including in each case any subordinate legislation; and reference to any specific Legislation includes any consolidation, re-enactment, modification or replacement of it and any subordinate legislation in force from time to time (except that reference to the Use Classes Order is to that Order as in force at the date of this lease).

Outgoings means existing and future rates, taxes, assessments and outgoings, statutory or otherwise, national or local, recurring or non-recurring, and even if novel.

Product Guarantees means the product guarantees and warranties from MSW (UK) Limited (Floor Decking), which was issued on 26 July 2023, and McCaughey Roofing & Cladding Product Guarantee (Roofing), which was issued on 12 October 2022 which are contained in the health and safety file for the Property as at the date of this lease or such replacement product guarantees and warranties as provided for in clause 5.4.4 but only to the extent that they remain subsisting, the warrantor or guarantor has not ceased to trade and the Landlord has the benefit of any such Product Guarantee.

Property has the meaning ascribed to it in the Particulars and includes each and every part of the Property and all additions made in or to it at any time during the Term and all landlord's fixtures and fittings but excludes the air space above the building situated on the Property at the date of this lease.

Rent Days means 25 March, 24 June, 29 September and 25 December in each year.

Service Media means all existing and future media for the passage of substances, energy, telecommunications and other services and utilities and any apparatus and enclosures ancillary to them.

Specified Rate means three per cent per year above Base Rate.

Structure means (as applicable to the Property) foundations, roof, steel frame, concrete floor slabs, load-bearing columns, floor joists, roof supports, and load-bearing walls and external walls (whether or not load-bearing) and the external surfaces of the window frames in the external walls.

Tenant includes the Tenant's successors in title including personal representatives.

Term means the Contractual Term and any continuation or extension of it and any holding over, whether by statute, at common law or otherwise.

Transfer means the transfer of the Property dated 28 October 2021 and made between (1) Stevenage Borough Council and (2) the Landlord.

Uninsured Risks means any risk expressly specified in the Insured Risks definition (which for these purposes shall treat the Insured Risks definition as excluding the wording in brackets) against which the Landlord shall not insure or fully insure: (a) because at the time cover is not obtainable on reasonable terms from a reputable insurance company in the United Kingdom insurance market or (b) by reason of any condition exclusion or limitation which may be imposed by the Landlord's insurers but an Insured Risk does not become an Uninsured Risk for the purposes of this lease by reason only of (a) normal exclusion provisions, including in relation to a normal level of excess liability; or (b) rejection by the insurer of liability, or some part of it, due to any act or default by the Tenant.

Use Classes Order means the Town and Country Planning (Use Classes) Order 1987.

VAT means value added tax charged pursuant to the Value Added Tax Act 1994.

1.3 **Interpretation**

1.3.1 The singular includes the plural and vice versa, person includes corporation, the neuter includes the masculine and feminine and vice versa, and covenants by a party which comprises two or more persons shall be joint and several.

1.3.2 An obligation to do something includes an obligation not to waive any obligation of another person to do it.

1.3.3 An obligation not to do something includes an obligation not to permit or allow another person to do it.

1.3.4 The Tenant shall be liable for any breaches of its obligations in this lease or any other act or default committed by:

(a) any authorised occupier or subtenant of the Property or its or their respective employees, visitors, licensees or contractors; or

(b) any person under the control of the Tenant or acting under the express or implied authority of the Tenant.

1.3.5 Reference to "Tenant's default" includes any act, default or omission of the Tenant or any person referred to at clauses 1.3.4(a) or 1.3.4(b) above.

1.3.6 The headings are only for convenience and are not to affect the interpretation of this lease.

1.3.7 Words given by way of example or inclusion do not imply any limitation.

1.3.8 A covenant to "indemnify" means to indemnify against all actions, claims, demands and proceedings made against the indemnified party and all costs, expenses, damages, liabilities and losses incurred directly or indirectly by the indemnified party.

1.3.9 Reference to a "working day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

1.3.10 The parties to this lease do not intend any of its terms to be enforceable by a third party (as defined in section 1 of the Contracts (Rights of Third Parties) Act 1999) other than the Landlord's and the Tenant's respective successors in title.

2. GRANT OF LEASE

2.1 Demise

The Landlord demises the Property to the Tenant with full title guarantee for the Contractual Term at the Principal Rent.

2.2 Rights granted

The Tenant is granted:

2.2.1 the shared use of any Service Media which the Landlord owns or is entitled to use and which serve the Property;

2.2.2 the right to such shelter and support from adjoining property as the Property enjoys at the date of this lease;

2.2.3 those rights granted pursuant to clause 12.6 of the Transfer which are required by the Tenant for the use and occupation of the Property for the Permitted Use but only insofar as such rights may be granted to the Tenant by the Landlord and subject to the terms on which such rights are granted.

2.3 **No implied rights**

The parties to this lease agree and declare that:

2.3.1 apart from the rights granted by clause 2.2, the Tenant is not granted, and shall not become entitled to, any right of any kind over or from any adjoining or neighbouring property, whether conferred by the operation of section 62 of the 1925 Act or otherwise; and

2.3.2 all light to the Property over any adjoining or neighbouring property is enjoyed by a consent which is within section 3 of the Prescription Act 1832 and revocable by notice with immediate effect at any time.

2.4 **Subjections**

The Property is demised subject to the Incumbrances and all rights of the owners and occupiers of any adjoining or neighbouring property.

2.5 **Reservations**

The Landlord reserves:

2.5.1 for the benefit of any adjoining or neighbouring property, the right to use and make new connections into any Service Media in the Property which are capable of serving other property;

2.5.2 for the benefit of any adjoining or neighbouring property, rights of light, air, support and protection; and

2.5.3 the rights of entry mentioned in other provisions of this lease.

3. **RENTS**

3.1 **Principal Rent**

3.1.1 The Tenant shall pay the Principal Rent by equal payments in advance on the Rent Days, and proportionately for any part of a year. The Principal Rent is payable from and including the date of this lease and the first payment is to be made on the date of this lease.

3.1.2 The amount of the Principal Rent shall be reviewed on each Rent Review Date in accordance with clause 3.4.

3.2 **Insurance contribution**

The Tenant shall pay as additional rent, within fourteen days of demand, an amount equal to the whole of the costs properly incurred by the Landlord in insuring under clause 5.2, including the cost of insurance valuations provided that such valuations are not undertaken more than once in any 24 month period.

3.3 **VAT**

3.3.1 The Tenant shall pay as additional rent and indemnify the Landlord against any VAT at the rate for the time being in force chargeable:

(a) in respect of the above rents or any other payments to be made by the Tenant to the Landlord or any person on the Landlord's behalf in connection with or under any of the provisions of this lease;

(b) in respect of any service or supply to be made by or on behalf of the Landlord pursuant to this lease; and

(c) in respect of any service or supply to be made to the Landlord in connection with this lease, the cost of which is recoverable from the Tenant under the terms of this lease, save insofar as any such VAT is recoverable by the Landlord as an input for VAT purposes;

but (for the avoidance of doubt) the Landlord shall be under no obligation to exercise or not exercise any option or right conferred on it by Legislation that might create, increase, reduce or avoid any liability to VAT referred to in this clause 3.3.

3.3.2 The Tenant shall not do anything that would result in the disapplication of the option to tax in respect of the Landlord's interest in the Property.

3.4 **Rent Review**

3.4.1 In this clause:

(a) "A" is the index figure of the Index for the month two months before the relevant Rent Review Date;

(b) "B" for the first Rent Review Date is the index figure of the Index for the month two months before the commencement of the Term and for each subsequent Rent Review Date is the index figure of the Index for the month two months before the preceding Rent Review Date;

(c) "the Index" means the All Items Retail Prices Index published by the Office for National Statistics or any successor ministry or department;

(d) "the Indexed Rent" is the Principal Rent reserved by the lease immediately before the relevant Rent Review Date multiplied by:

$$\frac{A}{B}$$

3.4.2 From each Rent Review Date the Principal Rent shall be the greater of:

(a) the Principal Rent reserved by the lease immediately before the relevant Rent Review Date; and

(b) the lesser of:

(i) the Principal Rent reserved by the lease immediately before the relevant Rent Review Date multiplied by 1.04; and

(ii) the Indexed Rent for the relevant Rent Review Date.

3.4.3 The Landlord shall, as soon as practicable, give written notice to the Tenant of the revised Principal Rent from each Rent Review Date.

3.4.4 If the Index is re-based after B is published but before A is published, then an appropriate adjustment shall be made in the calculation to ensure that both A and B are calculated on the same basis.

3.4.5 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Principal Rent if either:

(a) it becomes impossible, by reason of any change in the method used to compile the Index or for any other reason, to calculate the Indexed Rent by reference to the Index; or

(b) the Landlord or the Tenant reasonably believes that any change referred to in clause 3.4.4 would fundamentally alter the calculation of the Indexed Rent in accordance with this clause 3.4, and has given notice to the other party of this belief;

This may (where reasonable) include, or consist of, substituting an alternative index for the Index. Failing agreement, the surveyor referred to in clause 3.4.6 shall determine an alternative mechanism.

3.4.6 If any dispute or question arises between the parties as to the amount of the Indexed Rent or the construction of this clause, or if the Landlord and the Tenant fail to reach agreement under clause 3.4.5, either party may require the matter to be decided by an independent surveyor.

3.4.7 The independent surveyor shall act as an arbitrator and clause 6.2 shall apply.

3.4.8 The surveyor can decide what the increase in the Index would have been had it continued on the same basis or, if he considers it appropriate, he can decide an alternative mechanism for setting the Principal Rent taking into account the purposes and intent of this clause for the review of the Principal Rent.

3.4.9 If the Principal Rent payable from the relevant Rent Review Date has not been ascertained by that date, the Tenant shall continue to pay the Principal Rent on account at the rate payable immediately before the relevant Rent Review Date until the Rent Day immediately following the ascertainment of the new Principal Rent. On that Rent Day the Tenant shall pay (as rent in arrear) the amount of the excess of the new rent for the period from the relevant Rent Review Date to that Rent Day over the amount paid on account, together with interest at Base Rate calculated instalment by instalment.

3.4.10 If on the relevant Rent Review Date any statutory restriction on the amount of the Principal Rent or on a review of it is in force, the Landlord may, upon any modification or removal of that restriction, serve notice on the Tenant that the day

following the modification or removal shall be a Rent Review Date. The provisions of this clause 3.4 shall then apply, without prejudice to the review due on the immediately following Rent Review Date.

3.4.11 Immediately after the ascertainment of the new Principal Rent, a memorandum of the new Principal Rent shall be prepared by the Landlord or its solicitors and signed by or on behalf of the parties to this lease in duplicate and attached to this lease and to the counterpart.

3.4.12 For the purpose of this clause 3.4, time shall not be of the essence.

4. TENANT'S OBLIGATIONS

The Tenant covenants throughout the Term as follows:

4.1 Rents

The Tenant shall:

4.1.1 pay to the Landlord the Principal Rent and other reserved rents on their due dates in accordance with clause 3 in each case without any deduction, counter-claim or set-off (other than any deduction required by Legislation); and

4.1.2 if required by the Landlord, pay the Principal Rent by bank standing order or credit transfer to a UK bank account nominated by the Landlord.

All payments made by the Tenant pursuant to this lease shall be paid from a United Kingdom bank account in the name of the Tenant.

4.2 Interest on late payments

The Tenant shall pay interest, both before and after any judgment, on any rent or other sum payable to the Landlord under this lease which the Tenant fails to pay within fourteen days of the due date. The interest shall be payable on demand and shall be calculated at the Specified Rate from the due date until actual payment, unpaid interest being compounded on each of the Rent Days.

4.3 Outgoings

4.3.1 The Tenant shall promptly pay all Outgoings relating to the Property or its occupiers but not tax (other than VAT) on the Landlord's rental income or tax on the Landlord's dealings with its reversion. If any sums payable by the Tenant relate to both the Property and other property, the Tenant shall pay a Fair Proportion of those sums.

4.3.2 The Tenant shall within fourteen days of written demand pay a Fair Proportion of any costs of repairing, maintaining, renewing and (where applicable) lighting and cleaning:

(a) any Service Media; and

(b) any party walls, structures, private roadways, yards or other areas or amenities;

which are used in common with other property.

4.4 **Payment for services and supplies**

The Tenant shall promptly pay for, and indemnify the Landlord against, all charges for gas, water and electricity consumed and all telephone and similar services used, on the Property.

4.5 **Repairs and other works**

The Tenant shall:

4.5.1 keep the Property in good and substantial repair and condition and clean and tidy throughout the Term;

4.5.2 carry out any works to the Property required or recommended by the insurers of the Property or a statutory authority;

4.5.3 decorate, using good quality materials, the interior of the Property in every fifth year of the Term and the exterior of the Property in every third year of the Term and in each case also in the last two months of the Term (however it may end), the final interior decoration being with colours and types of finish previously approved by the Landlord (such approval not to be unreasonably withheld);

4.5.4 replace (with replacements of at least the same quality) any Landlord's fixtures and fittings which become damaged beyond economic repair;

4.5.5 replace any glass which becomes cracked or broken and insure any plate glass with reputable insurers in its full replacement cost in the joint names of the Tenant and the Landlord and produce the policy and the premium receipts to the Landlord on demand;

4.5.6 promptly on becoming aware of it, give notice to the Landlord of any damage or destruction by Insured Risks or anything else which the Landlord is liable to remedy under the Landlord's covenants in this lease; and

4.5.7 indemnify the Landlord in respect of any liability arising out of a Tenant's default;

but the obligations under clauses 4.5.1 to 4.5.4 above do not require the Tenant to repair or remedy any damage caused by any Insured Risks (unless the insurers refuse to pay all or any part of the insurance money because of a Tenant's default) or any Uninsured Risks.

4.6 **Legislation and statutory consents**

4.6.1 The Tenant shall:

(a) comply with all existing and future Legislation and any planning permissions and other statutory consents (in the case of any planning permissions, which are granted after the date of this Lease, only those obtained by or on behalf of or with the consent of the Tenant) applicable to the Property and its use;

(b) promptly give to the Landlord a copy of, and take all necessary steps to comply with, every notice, order or proposal relating to the Property or

its use received by the Tenant from any government department or local or public authority under any Legislation;

(c) if the Landlord reasonably requires, join with the Landlord in making objections or representations against any notice, order or proposal relating to the Property or its use, the costs of which shall be shared equitably between the parties; and

(d) indemnify the Landlord against any liability in respect of any breach of its obligations in this clause 4.6.

4.6.2 The Tenant shall not apply for any planning permission relating to the Property without the Landlord's prior approval provided that the Tenant shall not be obliged to obtain the Landlord's consent to:

(a) the making of any planning application (or its implementation) by or on behalf of the Tenant which permits signage which constitutes a rebranding of the Tenant's signage (that is permitted in accordance with this lease) to accord with changes in the Tenant's corporate style and colours; or

(b) to the making of any planning application (or its implementation) where the Landlord's consent is not required under clause 4.7,

where the Landlord's consent cannot be unreasonably withheld or delayed under clause 4.7 then the Landlord's approval shall not be unreasonably withheld or delayed to the related planning application or the implementation of it.

4.6.3 The Tenant shall give the Landlord a copy of any air conditioning inspection report obtained b the Tenant within 14 days of receiving it.

4.7 **Alterations and signs**

4.7.1 The Tenant shall not alter or add to the Property so as to:

(a) reduce the lettable floor area of the Property;

(b) unite the Property with any other property;

(c) block up or obstruct any outside doors or windows;

(d) stop off or affect the working of any Service Media;

(e) adversely affect the environmental performance or lower the EPC rating of the Property;

(f) cut any load bearing walls or beams;

(g) alter or add to the Property in a way which might affect the structural integrity of the Property; or

(h) alter or add to the Property in a way which would invalidate any warranties in respect of the Property.

4.7.2 Except as permitted by clause 4.7.3, the Tenant shall not make any other alterations or additions to the Property without the Landlord's prior written approval (not to be unreasonably withheld or delayed).

4.7.3 The Tenant may:

(a) install and remove, or make alterations to, internal demountable partitioning at the Property;

(b) make changes to the configuration of the reception area or minor mechanical and electrical alterations;

without the Landlord's approval, provided that the Tenant shall first give the Landlord not less than seven days' written notice of the Tenant's intention to carry out the alterations, together with drawings and specifications showing the proposed alterations.

4.7.4 If approval is given for any works pursuant to clause 4.7.2 or if the Tenant carries out any works permitted under clause 4.7.3, the Tenant shall:

(a) carry them out in a good and workmanlike manner, with suitable materials of good quality and in compliance with all relevant Legislation;

(b) ensure that all electrical items forming part of such works are carried out in accordance with the edition of the Institution of Engineering and Technology Requirements for Electrical Installations which is current at the relevant time;

(c) ensure that any mechanical or electrical alterations are undertaken by a reputable and appropriately insured contractor experienced in working in high quality offices of whom the Landlord has been provided with reasonable prior written notice before the relevant alteration or connection is carried out together with evidence of public liability and PI insurance held by such contractor;

(d) make good any damage caused to the Property by the works to the reasonable satisfaction of the Landlord; and

(e) prior to the end of the Term, except to the extent requested not to do so by the Landlord at least 6 months prior to the end of the Term, remove the alterations or additions and reinstate and make good the Property to the same state and condition it was in immediately before the alterations or additions were carried out.

4.7.5 The Tenant shall not erect or display any signs, notices or advertisements which are visible outside the Property, except for:

(a) business signs that indicate the Tenant's trading name in the style of and consistent with the Tenant's standard business signage from time to time; and

(b) a sign (the location, size and design of which have first been approved by the Landlord, such approval not to be unreasonably withheld or delayed) showing the name of any permitted occupier.

4.8 **Installations and overloading**

4.8.1 The Tenant shall not:

(a) install any Installations outside the Property;

(b) install any Installations inside the Property (except as permitted by clause 4.8.2);

(c) overload any part of the Structure;

(d) overload the Service Media in or serving the Property; or

(e) install any heavy, noisy or vibrating Installations without the Landlord's prior written approval.

4.8.2 The Tenant may with the Landlord's prior written approval (not to be unreasonably withheld or delayed) install Installations inside the Property provided these are only intended to serve the Tenant's or any permitted occupier's business at the Property.

4.9 **Notice to carry out works**

If the Landlord serves on the Tenant a written notice specifying any works required to comply with any of the Tenant's obligations in this lease:

4.9.1 the Tenant shall start those works promptly (or immediately in an emergency) and then diligently proceed with them and shall complete them to the Landlord's reasonable satisfaction and within any reasonable period specified in such notice; and

4.9.2 if the Tenant fails to comply with any part of clause 4.9.1 above, the Landlord may enter the Property and carry out or complete the works. The Tenant shall pay to the Landlord, as a debt due within seven days of written demand, the costs so properly incurred by the Landlord including (but not limited to) legal costs, surveyors' and architects' and other professional fees, insurance premiums and other expenses and any irrecoverable VAT.

4.10 **Use of the Property**

The Tenant shall use the Property only for the Permitted Use and shall not:

4.10.1 do or bring anything onto the Property which is or becomes a legal nuisance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property;

4.10.2 use the Property for any illegal or immoral purpose;

4.10.3 hold any auction, sale or public exhibition or public or political meeting on the Property;

4.10.4 use the Property for gaming or for playing amusement machines or for sleeping or for residential purposes;

4.10.5 stand anything outside the Property;

4.10.6 cause or permit any toxic, contaminative, hazardous or dangerous substances to be on, or to escape or be discharged from, the Property;

4.10.7 use any private roadways, yards or other areas or amenities shared with other property in any unreasonable or improper manner or contrary to any regulations reasonably imposed by the Landlord and notified to the Tenant in writing; or

4.10.8 do or bring anything onto the Property which may invalidate any insurance policy relating to the Property.

4.11 **Assignment and subletting**

4.11.1 The Tenant shall not assign, hold on trust for another, sublet, charge or part with possession of or share occupation of the whole or any part of the Property, except by way of:

(a) an assignment of the whole of the Property complying with clause 4.11.2;

(b) a sublease of the whole or a Permitted Part of the Property complying with clause 4.11.7;

(c) a sharing of occupation of the Property complying with clause 4.11.10; or

(d) a charge of the whole of the Property complying with clause 4.11.11.

4.11.2 The Tenant shall not assign the whole of the Property without the Landlord's prior written approval (not to be unreasonably withheld or delayed). For the purposes of s.19(1A) of the Landlord and Tenant Act 1927, the Landlord may withhold such approval in any of the circumstances set out in clause 4.11.3 and may grant such approval subject to any of the conditions set out in clause 4.11.4. This is without prejudice to the Landlord's right to withhold its approval in other circumstances or to grant it subject to other conditions if it would be reasonable to do so.

4.11.3 The circumstances referred to in clause 4.11.2 are as follows:

(a) there are any subsisting breaches of the Tenant's obligations in this lease;

(b) the Landlord reasonably considers that the proposed assignee is not of sufficient financial standing to enable it to comply with the Tenant's obligations in this lease;

(c) if the proposed assignee is or is intended to be a Group Company of the assigning tenant, the financial standing of the proposed assignee is not (in the opinion of the Landlord acting reasonably) equivalent to or better than the financial standing of the assigning Tenant when assessed together with any guarantor of the assigning Tenant (other than pursuant to an authorised guarantee agreement); or

(d) if, during the first five years of the term of this Lease, the assignee is not an entity primarily engaged in the research, development, manufacture or sale of products in the life sciences sector.

4.11.4 The conditions referred to in clause 4.11.2 are as follows:

(a) the assigning Tenant enters into an authorised guarantee agreement in a form reasonably required by the Landlord in accordance with s.16 of the 1995 Act;

(b) any guarantor of the assigning Tenant gives the Landlord a guarantee that the assigning Tenant shall comply with the terms of that authorised guarantee agreement, such guarantee to be either in the form of clause 7 or (at the Landlord's absolute discretion) in a form reasonably required by the Landlord;

(c) if the Landlord reasonably so requires, at the Landlord's absolute discretion either:

(i) a guarantor or guarantors reasonably acceptable to the Landlord guarantee the liabilities of the assignee either in the form of clause 7 or (at the Landlord's absolute discretion) in a form reasonably required by the Landlord; or

(ii) the assignee provides the Landlord with a rent deposit of such amount and to be held on such terms as the Landlord reasonably requires;

(d) the assignee gives the Landlord a direct covenant in a form reasonably required by the Landlord in which it covenants to pay the rents and observe and perform the Tenant's obligations in this lease for the residue of the Term or until earlier release of the assignee by operation of the 1995 Act.

4.11.5 Any dispute relating to clauses 4.11.3 or 4.11.4 shall be referred to arbitration.

4.11.6 If before completion of the deed of assignment any of the circumstances specified in clause 4.11.3 arise, the Landlord may revoke its licence by notice.

4.11.7 The Tenant shall not sublet the whole or any Permitted Part of the Property unless:

(a) the Tenant obtains the Landlord's prior written approval (not to be unreasonably withheld or delayed);

(b) the rent payable under the sublease is:

(i) not less than the open market rent (without payment of a premium or other inducement) and with a rent free period which does not exceed the usual period in the market for such a letting at the relevant time;

(ii) payable not more than one quarter in advance; and

(iii) (if the term of the sublease extends beyond a Rent Review Date under this lease) subject to review on the same dates and on the same basis as under this lease;

(c) the terms of the sublease are similar to, and no less onerous than, the terms of this lease and in the case of a sublease of part, so far as appropriate to the Permitted Part;

(d) the sublease contains an absolute prohibition against any dealings with the sublet premises other than an assignment of the whole;

(e) the subtenant gives the Landlord a direct covenant in a form reasonably required by the Landlord in which the subtenant covenants:

(i) to observe and perform the Tenant's obligations in this lease (other than the obligation to pay rent) (but only in respect of the sublet property in the case of a sublease of a Permitted Part and provided always that in respect of a sublease of a Permitted Part the subtenant shall not be required to covenant to repair the structure of the sublet property or to carry out external deorations but will be obliged to covenant contribute to the cost of such repairs and decorations) throughout the term of the sublease or until earlier release of the subtenant by operation of the 1995 Act;

(ii) not to assign the whole of the sublet property without the Landlord's prior written approval (not to be unreasonably withheld); and

(iii) to procure that any permitted assignee of the subtenant shall give the Landlord a direct covenant on the same terms as this clause 4.11.7(e); and

(f) the tenancy created by the sublease is validly excluded from sections 24 to 28 of the 1954 Act.

4.11.8 If the Landlord reasonably so requires, the Tenant shall obtain for any subtenant a guarantor reasonably acceptable to the Landlord either in the form of clause 7 or (at the Landlord's absolute discretion) in a form reasonably required by the Landlord.

4.11.9 If the Tenant sublets the Property or a Permitted Part, the Tenant shall:

(a) take all necessary steps and proceedings to remedy any breach of the terms of the sublease;

(b) not waive any breach of the sublease or vary any of its terms, or accept any surrender of part of the sublet premises;

(c) enforce the provisions for rent review and not agree the amount of the reviewed rent without the approval of the Landlord (not to be unreasonably withheld or delayed); and;

(d) if the amount of the reviewed rent is to be determined by a third party, procure that the Landlord's reasonable representations as to the rent are made to the reasonable satisfaction of the Landlord.

4.11.10 A Tenant or subtenant which is a company, may (by way of licence but not subletting) share occupation of the Property or a Permitted Part with a Group Company of itself for so long as both companies remain members of the same group, provided that:

(a) no relationship of landlord and tenant is created; and

(b) the Tenant gives the Landlord written notice of the sharing of the occupation.

4.11.11 The Tenant may with the Landlord's prior written approval (not to be unreasonably withheld or delayed) charge the whole (but not part) of the Property to a bank or other financial institution for a bona fide commercial purpose.

4.11.12 The Tenant shall give the Landlord's solicitors, within four weeks, written notice of any assignment, charge, devolution on death or bankruptcy, or subletting of the whole or a Permitted Part of the Property and a copy of every relevant document, and pay such registration fee as may reasonably be required by the Landlord's solicitors.

4.12 **Rights of entry**

The Tenant shall allow the Landlord and others authorised by the Landlord:

4.12.1 (subject to the Tenant's reasonable requirements with regards to observing health and safety requirements and being accompanied by a representative of the Tenant provided that the Tenant must make that representative available) to enter the Property at reasonable times after giving the Tenant reasonable prior notice of not less than two working days (or at any time without notice in an emergency) for the following purposes:

(a) to inspect its state and condition;

(b) to comply with its obligations under any Legislation;

(c) to show it to prospective purchasers or (during the last six months of the Term) to prospective tenants;

(d) to value it for insurance or rent reviews;

(e) to inspect, repair, maintain, renew or alter any adjacent property or any Service Media serving it or to make new connections into such Service Media;

(f) to carry out works which the Landlord is permitted to carry out under this lease or to comply with the Landlord's obligations in this lease; and

(g) for any other reasonable and proper purposes;

provided that the Landlord causes as little disturbance to the Tenant or any subtenant as reasonably practicable and makes good all damage caused to the Property or the fixtures and fitting of the Tenant or any permitted subtenant; and

4.12.2 to display a notice for re-letting the Property during the last six months of the Term in a reasonably suitable place on the outside of the Property.

4.13 **End of Term**

At the end of the Term (however it may end) the Tenant shall:

4.13.1 give vacant possession of the Property to the Landlord in the condition required by this lease;

4.13.2 give the Landlord a complete copy of the records of prescribed information and the fire safety arrangements in respect of the Property compiled and updated in accordance with the Regulatory Reform (Fire Safety) Order 2005;

4.13.3 give the Landlord a complete copy of any health and safety file required to be compiled and updated in accordance with the Construction (Design and Management) Regulations 2015;

4.13.4 remove from the Property the Tenant's and any permitted occupier's fixtures and fittings and anything else belonging to the Tenant or any permitted occupier including any signs and advertisements and make good all damage caused to the Property by their removal; and

4.13.5 without affecting its obligations under clauses 4.13.1 and 4.13.4, be deemed to authorise the Landlord to sell, as agent for the Tenant, and to account to the Tenant for the net sale proceeds of, anything which the Tenant fails to remove under those obligations, and the Tenant shall indemnify the Landlord against any liability arising out of the sale (including the costs of removal, storage and sale).

4.14 **Reimbursement of costs**

The Tenant shall pay and indemnify the Landlord against any liability (including proper legal costs, surveyors' fees and other professional charges and irrecoverable VAT) which may be incurred by the Landlord in connection with any of the following:

4.14.1 any application by the Tenant to the Landlord for an approval or consent, whether or not it is given (except where it is unlawfully withheld or delayed);

4.14.2 any application by the Tenant to the Landlord for the preparation of any deed or document which under this lease is to be in a form required (or reasonably required) by the Landlord;

4.14.3 the preparation, service and enforcement of any notice of a breach of the Tenant's obligations in this lease including any notice under section 146 or 147 of the 1925 Act or under the Leasehold Property (Repairs) Act 1938, even if forfeiture (where applicable) is avoided otherwise than by relief granted by the Court;

4.14.4 the preparation and service of any schedule of dilapidations served during the Term or within six months of the date on which the Term ends (however it may end) relating to the condition of the Property during the Term or at the date on which it ends (however it may end);

4.14.5 the preparation and service of any notice under the 1995 Act relating to liabilities arising under or in relation to this lease; or

4.14.6 the recovery or attempted recovery of arrears of rent and other sums due under this lease or the enforcement or attempted enforcement of remedies for breach of the Tenant's obligations in this lease.

4.15 **Damage or destruction**

4.15.1 The Tenant shall promptly notify the Landlord in writing of the occurrence of any damage or destruction to the Property of which the Tenant becomes aware.

4.15.2 If the whole or any part of the Property is damaged or destroyed, the Tenant shall pay to the Landlord within seven days of demand an amount equal to:

(a) any uninsured excess under the terms of the insurance maintained under clause 5.2.1; and

(b) any insurance monies which are irrecoverable due to a breach of clause 4.10.8 or a Tenant's default.

4.15.3 The Tenant shall not be liable for any damage or destruction to the Property by the Insured Risks except under this clause 4.15 or the Uninsured Risks.

4.16 **Land Registry**

The Tenant shall:

4.16.1 promptly following the grant of this lease, register this lease and any rights granted and reserved by this lease at the Land Registry; and

4.16.2 promptly following the end of the Term, assist the Landlord in procuring the cancellation of any registration at the Land Registry of or relating to this lease or the rights granted by this lease.

4.17 **Incumbrances and easements**

The Tenant shall:

4.17.1 comply with the Incumbrances;

4.17.2 not grant any right or licence over the Property to a third party;

4.17.3 not stop up or obstruct any windows or lights at the Property;

4.17.4 notify the Landlord promptly if a third party makes or attempts to make any encroachment, or takes any action by which a right may be acquired, over the Property; and

4.17.5 take all steps that the Landlord reasonably requires to prevent any such encroachment or easement being made against or acquired over the Property, the cost of which shall be shared equitably between the parties.

4.18 **EPCs**

4.18.1 The Tenant shall cooperate with the Landlord, so far as is reasonably necessary, to allow the Landlord to obtain an EPC for the Property and shall in particular (but without limitation):

(a) provide the Landlord with copies of any plans or other information held by the Tenant which would assist in obtaining that EPC; and

(b) allow any energy assessor appointed by the Landlord such access to the Property as is reasonably necessary to inspect the Property for the purposes of preparing an EPC.

4.18.2 The Tenant shall not obtain or commission an EPC for the Property unless required to do so by the EPB Regulations. If the Tenant is required to obtain an EPC, the Tenant shall obtain an EPC from an assessor approved by the Landlord (such approval not to be unreasonably withheld or delayed) and shall provide the Landlord with a copy (or shall, at the Landlord's option, pay the Landlord's costs of obtaining an EPC).

4.19 **Replacement of Guarantor**

4.19.1 If any of the events set out in clause 6.1.3(c) apply to the Guarantor, the Tenant shall:

(a) provide a new guarantor with a covenant strength acceptable to the Landlord in place of the outgoing guarantor (and for the avoidance of doubt the new guarantor's covenant strength shall be equal to or greater than the Guarantor's covenant strength as at the date of this Lease);

(b) procure that the new guarantor enters into a deed in favour of the Landlord in the terms of the covenants contained in clause 7 with such modifications as the Landlord may reasonably require; and

(c) pay to the Landlord on demand the Landlord's reasonable and proper legal and other costs in connection with assessing the covenant strength of the proposed new guarantor and in connection with the deed required by clause 4.19.1(b).

4.20 **Assignment of collateral warranties and third party rights**

Upon termination of this lease, (if such termination is on or before the date that is 12 years from and including the date of this lease) the Tenant shall assign to the Landlord the benefit of the collateral warranties and third party rights (as applicable), which were provided to the Tenant pursuant to the Agreement for Lease by the following:

4.20.1 Merit Health Limited (Building Contractor);

4.20.2 Cube Management Services Limited (Employer's Agent);

4.20.3 Fullard Rosier (Principal Designer);

4.20.4 Price & Myers LLP (Civil and Structural Engineer);

4.20.5 KJ Tait Engineers Limited (M&E Engineer);

4.20.6 DE Walker (Clerk of Works);

4.20.7 Paul Mews (Highways);

4.20.8 Norder Design Associates Limited (Architect & Fire Consultant, Acoustic Consultant, Structural Consultant);

4.20.9 Pureplan Building Services Limited (Mechanical and HVAC Engineer);

4.20.10 Peak Sustainability Ltd (BREEAM Assessor);

4.20.11 BD Structures Limited (Steelwork);

4.20.12 Roger Bullivant Limited (Piling);

4.20.13 APS Façade Engineering Limited (Façade);

4.20.14 FP McCann (Pre-cast Concrete);

4.20.15 Marlowe Fire & Security Limited (Access Control; Security; Fire Alarm; CCTV);

4.20.16 Harrison Lighting (Lightening Protection);

4.20.17 Acquisition Systems Limited (EMS);

4.20.18 Kone plc (Lift);

4.20.19 Northern Switchgear & Controls Limited (Switchgear),

subject to consent of the relevant consultant where consent is required under the relevant collateral warranty and/or third party rights.

5. LANDLORD'S OBLIGATIONS

The Landlord covenants with the Tenant as follows (but no person shall be liable as Landlord in relation to any time after its interest in the Property has been transferred):

5.1 Quiet enjoyment

The Landlord shall give the Tenant exclusive possession of the Property during the Term without any lawful interference by the Landlord or any person deriving title under or in trust for the Landlord.

5.2 Insurance

5.2.1 The Landlord shall insure the Property (excluding tenant's and trade fixtures and fittings and excluding any plate glass) with reputable insurers or underwriters through an agency selected by the Landlord against:

(a) loss or damage by the Insured Risks in the full cost (including VAT) of clearance and reinstatement and including professional services;

(b) three years' loss of the Principal Rent;

(c) property owner's and third party liability insurance; and

(d) any other matter which the Landlord reasonably deems it necessary to insure.

5.2.2 The Landlord shall produce evidence of the insurance to the Tenant on reasonable request but not more than once in any period of twelve months.

5.2.3 If the Property is destroyed or damaged by an Insured Risk then, subject to obtaining all necessary statutory and other consents (which the Landlord shall endeavour to obtain as soon as practicable) or any other circumstances beyond the Landlord's reasonable control, the Landlord shall use all insurance money received (other than for loss of rent which shall belong to the Landlord) to rebuild and reinstate the Property and the means of access to it as soon as reasonably practicable.

5.2.4 The Property as rebuilt or reinstated need not be identical, but the Property shall not be materially smaller or less suitable for the Permitted Use than the Property before the damage or destruction.

5.2.5 The Landlord's obligations under clauses 5.2.1 and 5.2.3 shall not apply if the Tenant is in breach of clauses 4.10.8 or 4.15.

5.3 **Damage or destruction by an Uninsured Risk**

5.3.1 If the Property is damaged or destroyed by an Uninsured Risk so that the whole or any part of the Property is inaccessible or unfit for occupation and use, then this clause 5.3 shall apply.

5.3.2 The Principal Rent, or a Fair Proportion of it according to the nature and extent of the damage or destruction, shall immediately cease to be payable by the Tenant until the Property is accessible and fit for occupation and use.

5.3.3 The Landlord may either:

(a) elect to reinstate the Property by serving written notice (a **"Reinstatement Notice"**) on the Tenant; or

(b) terminate this lease with immediate effect by serving written notice on the Tenant.

5.3.4 If the Landlord does not serve a notice on the Tenant pursuant to clause 5.3.3 within 12 months of the date of the damage, then the Tenant may at any time (unless the Landlord has in the meantime served a Reinstatement Notice) serve written notice on the Landlord terminating this lease with immediate effect.

5.3.5 If the Landlord serves a Reinstatement Notice, then:

(a) unless the Landlord is prevented from doing so by failure to obtain all necessary statutory and other consents (which the Landlord shall endeavour to obtain as soon as practicable) or any other circumstances beyond the Landlord's reasonable control, the Landlord shall proceed to reinstate the Property in accordance with the provisions of clause 5.2.4; and

(b) if the Property has not been reinstated so that it is accessible and fit for occupation and use by the end of three years from the date of the Reinstatement Notice, then either the Landlord or the Tenant may at any time (unless in the meantime the Property has been reinstated) serve written notice terminating this lease with immediate effect.

5.3.6 If this lease is terminated pursuant to clause 5.3.3(b), 5.3.4 or 5.3.5(b), the Term shall then end (but without prejudice to the accrued rights of either party).

5.3.7 Any dispute relating to this clause 5.3 shall be referred to arbitration.

5.4 **Product Guarantees**

5.4.1 This clause 5.4 applies if the Tenant serves notice on the Landlord:

(a) specifying a defect or defects at the Property pursuant to which one or more of the Product Guarantees provide cover; and

(b) the Tenant provides the Landlord with such notice reasonable evidence that:

(i) the Tenant has been unsuccessful (having used all reasonable but commercially prudent endeavours) in pursuing the relevant warrantor(s) under the Warranties (as defined in the Agreement for Lease) which would cover such a defect or defects; or

(ii) the Warranties (as defined in the Agreement for Lease) do not cover a defect which is covered by a Product Guarantee.

5.4.2 If the Tenant serves a notice pursuant to clause 5.4.1, the Landlord will (subject to clause 5.4.3):

(a) take such action as the Tenant reasonably requires to pursue the warrantor or guarantor under the Product Guarantee(s) to remedy the relevant defect in accordance with the Product Guarantee; or

(b) assign or transfer the benefit of such Product Guarantee to the Tenant.

5.4.3 The Tenant shall pay and indemnify the Landlord against any costs and expenses (including proper and reasonable legal costs, surveyors' fees and other professional charges and irrecoverable VAT) which may be incurred by the Landlord in connection with clause 5.4.2.

5.4.4 The Landlord shall not do anything or omit to do anything that would render any of the Product Guarantees null and void as prescribed by each relevant Product Guarantee provided that this obligation will not apply if a replacement product guarantee in a similar form to the relevant Product Guarantee which has been or will be rendered null and void is or will be provided by the relevant warrantor or guarantor.

5.5 No implied obligations

This lease does not impose any obligations on the Landlord except those expressly set out in this lease.

6. MISCELLANEOUS

6.1 Damage or destruction

6.1.1 If the Property is damaged or destroyed by any of the Insured Risks so that the whole or any part of the Property is inaccessible or unfit for occupation and use, then (unless the insurers refuse to pay the insurance monies because of a breach of clause 4.10.8) this clause 6.1 shall apply.

6.1.2 The Principal Rent, or a Fair Proportion of it according to the nature and extent of the damage, shall immediately cease to be payable by the Tenant until the Property is accessible and fit for occupation and use or, if earlier, three years after the damage or destruction.

6.1.3 If the Property has not been reinstated in accordance with clause 5.2.3 so that the Property is accessible and fit for occupation and use within three years after the damage or destruction, then either the Landlord or the Tenant (but not a party in breach of its obligations relating to the reinstatement or the payment of the costs of reinstatement) may at any time (unless in the meantime the Property has been reinstated) serve written notice on the other party terminating this lease with immediate effect. The Term shall then end (but without prejudice to the accrued rights of either party) and, subject to clause 6.1.4, the insurance money shall wholly belong to the Landlord.

6.1.4 If the sum insured has been increased, at the Tenant's request and cost, to include the rebuilding cost of any improvements to the Property made by the Tenant at the Tenant's cost and not under an obligation to the Landlord, then such increased part of the insurance money shall be payable to the Tenant.

6.1.5 Any dispute relating to this clause 6.1 shall be referred to arbitration.

6.1.6 If terminated pursuant to clauses 5.3.3(b), 5.3.4, 5.3.5(b) or 6.1.3 then the Landlord shall within fourteen days, refund to the Tenant the due proportion of any Principal Rent and other sums paid in advance by the Tenant in respect of any period falling after the day on which the Term ends.

6.2 **Arbitration**

Where this lease requires any dispute to be referred to arbitration, it shall be referred to an independent chartered surveyor to be appointed jointly by the Landlord and the Tenant or (in the absence of a joint appointment) at the request of either the Landlord or the Tenant by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors. The independent surveyor shall act as an arbitrator in accordance with Part I of the Arbitration Act 1996.

6.3 **Forfeiture**

6.3.1 The Landlord may re-enter the Property (or any part of it as if re-entering the whole) if:

(a) any of the rents reserved by this lease are in arrears twenty eight days or more (in the case of the Principal Rent, whether formally demanded or not);

(b) any of the Tenant's obligations in this lease are not performed or observed; or

(c) any Tenant:

(i) (being an individual) dies, is subject to a petition or application for bankruptcy, or has a bankruptcy order made;

(ii) (being a body corporate or partnership) materially reduces its share capital or its net tangible assets; or has a petition presented for a winding-up order; or enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation not involving any reduction of capital); or is struck off the Register of Companies or is the subject

of an application to be struck off; or has a receiver or administrative receiver appointed over any of its assets; or has against it an application for the appointment of an administrator; or has an administrator appointed; or otherwise ceases to exist;

(iii) (in either case) makes any assignment for the benefit of creditors, or enters into an agreement or proposes or makes any arrangement with creditors for the liquidation of debts by composition or otherwise or suffers any seizure of goods or other process of execution; or

(iv) (in either case) becomes subject to any analogous event in a foreign jurisdiction.

6.3.2 If the Landlord re-enters the Property under clause 6.3.1, the Term shall then end but without prejudice to the rights of either party in respect of any previous breach of this lease by the other.

6.4 Notices

Section 196 of the 1925 Act as amended by the Recorded Delivery Service Act 1962 applies to notices served under this lease and (so far as the law permits) to notices in respect of the Property served under the 1925 Act, the 1954 Act, the Leasehold Property (Repairs) Act 1938 and the 1995 Act.

6.5 Law and Jurisdiction

This lease shall be governed by and interpreted in accordance with English law (including non-contractual disputes or claims). The parties to this lease irrevocably submit to the non-exclusive jurisdiction of the English courts.

7. GUARANTOR'S COVENANT

In this clause 7, Relevant Event means either:

(a) this lease is disclaimed;

(b) this lease is forfeited; or

(c) the Tenant (or the last surviving Tenant if more than one), in the case of an individual, dies or, in the case of a company, is dissolved or the Tenant otherwise ceases to exist.

7.2 Principal Debtor

The Guarantor covenants as follows with the Landlord, as principal debtor:

7.2.1 that the Tenant shall pay the rents reserved by and other sums due under this lease and shall comply with the Tenant's obligations in this lease;

7.2.2 that if the Tenant fails to pay any of those rents or other sums or to observe or perform any of those obligations, the Guarantor shall pay or (as the case may be) shall comply with them; and

7.2.3 (as a separate and independent obligation from its obligations under clauses 7.2.1 and 7.2.2) that the Guarantor shall indemnify the Landlord against any failure by the Tenant to pay any of those rents or other sums or any failure to comply with any of those obligations.

7.3 **Guarantee of Authorised Guarantee Agreement**

So far as the law permits, the Guarantor also covenants with the Landlord, as principal debtor, that:

7.3.1 the Tenant shall pay all sums due and comply with its obligations under any authorised guarantee agreement to be entered into by the Tenant;

7.3.2 that if the Tenant fails to pay any of those sums or to comply with any of those obligations, the Guarantor shall pay or (as the case may be) shall comply with them;

7.3.3 (as a separate and independent obligation from its obligations under clauses 7.3.1 and 7.3.2) that the Guarantor shall indemnify the Landlord against any failure by the Tenant to pay any of those sums or any failure to comply with any of those obligations;

7.3.4 if requested to do so by the Landlord, it shall enter into a separate guarantee of the Tenant's obligations under any authorised guarantee agreement (such guarantee to be in the terms set out in this clause subject to such amendments as the Landlord may reasonably require); and

7.3.5 it shall guarantee the obligations of the Tenant in any new lease that the Tenant may be required to enter into under the terms of the authorised guarantee agreement (such guarantee to be in the terms set out in this clause subject to such amendments as the Landlord may reasonably require).

7.4 **Guarantor's liability**

None of the following or any combination of them shall affect the liability of the Guarantor:

7.4.1 any neglect, delay or forbearance of the Landlord in enforcing the Tenant's obligations;

7.4.2 any refusal by the Landlord to accept rent tendered by or on behalf of the Tenant at a time when the Landlord is entitled (or would, after the service of a notice under section 146 of the 1925 Act, be entitled) to re-enter the Property;

7.4.3 any extension of time given by the Landlord to the Tenant;

7.4.4 any variation of the terms of this lease or the authorised guarantee agreement entered into by the Tenant (subject to section 18 of the 1995 Act);

7.4.5 any surrender of part (as distinct from the whole) of the Property;

7.4.6 any change in the constitution, structure or powers of either the Tenant, the Guarantor or the Landlord;

7.4.7 any legal limitation or any immunity, disability or incapacity of the Tenant (whether or not known to the Landlord) or the fact that any dealings with the Landlord by the Tenant may be outside or in excess of the powers of the Tenant;

7.4.8 the fact that any other person or entity comprising or intended to comprise the Guarantor has not executed this lease or is not bound by the covenant in this clause 7;

7.4.9 any other act, omission, matter or thing whatsoever which, but for this provision, would release the Guarantor either wholly or in part (other than a release by deed given by the Landlord).

7.5 **Grant of new lease**

The Guarantor further covenants with the Landlord that if a Relevant Event occurs prior to the release of the Tenant pursuant to the 1995 Act, the Guarantor shall, if required in writing by the Landlord within six months of becoming aware of the Relevant Event, enter into a new lease of the Property on the terms set out in clause 7.6 and pay the costs of the new lease.

7.6 **Terms of new lease**

The new lease referred to in clause 7.5 is to take effect from the date of the Relevant Event and is to be on the following terms:

7.6.1 for a term equal to the residue of the Term which would have remained had the Relevant Event not occurred;

7.6.2 at the rent reserved by this lease on the date of the Relevant Event (subject to clause 7.7) and subject to review on the same terms and dates as provided by this lease;

7.6.3 including, where appropriate, provisions reflecting clause 7.7;

7.6.4 otherwise subject to the same terms, conditions and provisions contained in this lease and subject to this lease (if this lease is still subsisting) or the right of any person to have this lease vested in it.

7.7 **Rent review in new lease**

If at the date of the Relevant Event there is a rent review pending under this lease, then:

7.7.1 the relevant Rent Review Date in this lease shall also be a rent review date in the new lease;

7.7.2 the initial rent reserved by the new lease shall be the rent at the relevant Rent Review Date as agreed or determined in accordance with the new lease ("New Principal Rent");

7.7.3 until the rent is agreed or determined the rent reserved by the new lease shall be payable at the rate that was payable (ignoring any suspension or abatement of rent) under this lease immediately before the Relevant Event ("New Initial Rent");

7.7.4 the provisions in the new lease relating to the payment of any shortfall and interest following agreement or determination of a rent review shall apply in relation to any

shortfall between the New Initial Rent and the New Principal Rent of the new lease in respect of the period after the date of the Relevant Event.

7.8 **Liability for rent**

If:

7.8.1 a Relevant Event occurs; and

7.8.2 the Guarantor's obligations under clause 7.2 are ended by virtue of the Relevant Event; and

7.8.3 the Landlord does not require the Guarantor to take a new lease in accordance with clause 7.5;

the Guarantor shall nevertheless, within seven days of written demand, pay to the Landlord a sum equal to the rents and all other sums that would have been payable under this lease but for the Relevant Event in respect of the period commencing on the date of the Relevant Event and ending on the earlier of:

7.8.4 the date six months after the Relevant Event; and

7.8.5 the date (if any) on which the Property is relet and any initial period of the reletting free of rent or at a concessionary rent expires.

7.9 **Joint guarantors**

Where two or more persons have guaranteed the obligations of the Tenant, the release of one or more of them shall not release the others.

7.10 **Insolvency of Tenant**

The Guarantor shall not claim in any insolvency proceedings or arrangement of the Tenant in competition with the Landlord. If it nevertheless does so it shall pay to the Landlord the proceeds of all judgments and all distributions it may receive from such proceedings or arrangement to the extent of its liability to the Landlord.

7.11 **Warranty**

The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

7.12 **Waiver of Rights**

The Guarantor waives any rights to require the Landlord to proceed against the Tenant or to pursue any other remedy that may be available to the Landlord before proceeding against the Guarantor.

7.13 **No participation in security**

The Guarantor shall not participate in any security held by the Landlord in respect of the Tenant's obligations under this lease and shall not stand in the place of the Landlord in respect of any such security until all the obligations of the Tenant or the Guarantor to the Landlord under this lease have been performed or discharged.

7.14 **Severance of clause**

The invalidity of any provision of this clause 7 by virtue of the 1995 Act shall not affect the validity of any other provision of this clause.

8. EXECUTION

The parties to this lease have executed and delivered this lease as a deed on the date stated at the beginning of it.

SCHEDULE 1– INCUMBRANCES

All matters (other than mortgages) referred to in the Property and Charges Registers of title number HD608165 provided that such matters were referred to in the Property and Charges Register of title number HD153773 as at 21 May 2021 at 12:24:09 and any matters entered into pursuant to the agreement for the Lease dated 13 September 2021 and made between (1) the Landlord (2) the Tenant and (3) the Guarantor.

EXECUTED as a deed by **FORGE LIFE SCIENCES NOMINEE 1 LTD** acting by a director, in the presence of:

Signature /s/ Abiola Motajo Director
Print name Abiola Motajo

Witness signature /s/ Matt Philpott

Name (in BLOCK CAPITALS) Matt Philpott

Address 4th Floor
52-54 Gracechurch Street EC3V 0EH

EXECUTED as a deed by **FORGE LIFE SCIENCES NOMINEE 2 LTD** acting by a director, in the presence of:

Signature /s/ Abiola Motajo Director
Print name Abiola Motajo

Witness signature /s/ Matt Philpott

Name (in BLOCK CAPITALS) Matt Philpott

Address 4th Floor 52-54 Gracechurch Street

EXECUTED as a deed by **AUTOLUS LIMITED** acting by two directors

Signature /s/ Andrew Mercieca Director
Print name Andrew Mercieca

Signature /s/ Christian Itin Director
Print name Christian Itin

EXECUTED as a deed by
AUTOLUS THERAPEUTICS PLC
acting by a director and a secretary

Signature /s/ Christian Itin Director
Print name Christian Itin

Signature /s/ Alex Driggs Secretary
Print name Alex Driggs

AMENDMENT NO. 2 TO SUPPLY AGREEMENT

This Amendment No. 2 to Supply Agreement (the "Amendment") between the Parties is made and effective as of the date of the last signature (the "Amendment Effective Date"), by and between:

Autolus Limited, a corporation having its principal place of business at MediaWorks, 191 Wood Lane, White City, London, W12 7FP, United Kingdom ("Autolus")

and;

Miltenyi Biotec B.V. & Co. KG, a corporation having its principal place of business at Friedrich-Ebert-Str. 68, 51429 Bergisch Gladbach, Germany ("Miltenyi"),

(together the "Parties" or individually a "Party").

WHEREAS, the Parties entered into that certain supply agreement effective as of 23 March 2018, [***], as amended (the "Supply Agreement") with regard to the supply of certain equipment and related consumables by Miltenyi to Autolus for use in connection with the development and manufacturing of Autolus Products as described therein.

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Supply Agreement; and

WHEREAS, Autolus and Miltenyi now wish to amend the Supply Agreement as set forth below.

In consideration of the foregoing, the Parties agree as follows:

ARTICLE 1 AMENDMENT OF SUPPLY AGREEMENT

1. Amendment to Section 2.1. Section 2.1 is hereby amended and replaced in its entirety to read as follows:

2.1 Supply of Products; General; Sale of Instruments.

(a) During the Term of this Agreement, and subject to the terms and conditions hereof, Miltenyi (or, where necessary to achieve continuity of Miltenyi Product supply, an Affiliate of Miltenyi or Third Party designated by Miltenyi) shall non-exclusively supply and sell to Autolus, and Autolus shall purchase from Miltenyi, Autolus' requirements for the Miltenyi Products listed on Exhibit C solely for the Permitted Use (as defined below).

(b) Each Purchase Order placed under this Agreement shall be exclusively governed by the terms and conditions of this Agreement and the Quality Agreement (as defined below), as applicable and as amended from time to time, unless specifically otherwise agreed between the Parties in writing. General terms and conditions of either Party, shall (regardless of whether contained in any Purchase Order, invoice, acceptance or similar document) not apply. In case of any conflict or inconsistency between the terms and conditions of any individual sales contract concluded hereunder and the terms and conditions of this Agreement and/or the terms and conditions of the Quality Agreement, the terms and conditions of this Agreement, or, as far as quality related topics (matters related to quality aspects of the Miltenyi Products, matters related to quality systems and matters related to quality operations) are concerned, the terms and conditions of the Quality Agreement, if applicable, shall prevail.

(c) The Parties acknowledge and agree that certain additional terms and conditions applicable to the purchase, installation and/or maintenance of CliniMACS Prodigy instruments shall be agreed separately by the Parties from time to time in case Autolus wishes to purchase

such instruments hereunder, which may – based on the agreement of the Parties – contain provisions that deviate from certain terms and conditions of this Agreement. [***].

2. Amendment to Section 2.2(a). Section 2.2(a) is hereby amended and replaced in its entirety to read as follows:

(a) The purchase of the Miltenyi Products hereunder conveys to Autolus the non-exclusive, non-transferable (except as expressly provided herein) right to use, and to permit its Affiliates, Subcontractors, and Licensees to use (i) the purchased Miltenyi Products constituting Clinical Grade Products solely for Ex Vivo Cell Processing in the development and manufacture of the Autolus Products for use of the Autolus Products in the Field in the Territory (including for pre-clinical, clinical, regulatory and commercial purposes), in accordance with applicable Regulatory Authority requirements and approvals (including (to the extent applicable) any relevant clinical trial protocol, IND, and/or IRB approval pertaining to such Autolus Products) in the Field and Territory and (ii) the purchased Miltenyi Products constituting Research Grade Products solely for analytical testing in connection with the manufacturing of the Autolus Products and for their development, in each case under (i) and (ii) consistent with the terms and conditions of this Agreement and in accordance with Applicable Laws (each, a "Permitted Use").

3. Addition of Section 2.12. The Parties agree to append a new Section 2.12 immediately following Section 2.11, incorporating the following text:

2.12 Joint Steering Committee. The Parties will establish a joint steering committee (the "JSC") to oversee the performance of this Agreement. Each Party will appoint the same number of representatives (this number to be determined by agreement of the Parties) with senior level authority and expertise to serve on the JSC. From time to time, on written notice to the other Party, Autolus and Miltenyi each may substitute any of its representatives on the JSC. The JSC will meet each Calendar Quarter and will establish its own procedural rules for its operation in accordance with the requirements of this Agreement. Meetings may be held by telephone, by video conference or in person and each Party shall be responsible for its own expenses including travel and accommodation costs to attend the JSC meetings. The JSC will neither have any power or decision authority to amend this Agreement or to waive compliance with the terms hereof nor to agree on any implementing contracts (e.g. statement of work) under this Agreement. For the avoidance of doubt, the discussions of the JSC including any related documents (e.g. meeting minutes) are deemed to be Confidential Information (as defined below) under this Agreement. The Parties may elect to form one or more working groups relating to specific aspects of this Agreement; any such working groups will report to the JSC, and any disputes at the working group level will be escalated to the JSC for resolution. Disputes in the JSC, if not amicably resolved by the Parties following good faith discussions, may be resolved in accordance with the dispute resolution procedures described in Section 19.2.

4. Amendment to Section 3.1(e). Section 3.1(e) is hereby amended and replaced in its entirety to read as follows:

(e) Quality Agreement. The supply of Miltenyi Products in form of Clinical Grade Products hereunder is subject to the Quality Agreement executed between the Parties, effective as of March 1st, 2019, as thereafter amended (by Revisions of the original agreement) (the "Quality Agreement"). In the event of a conflict between the terms of the Quality Agreement and the terms of this Agreement, the provisions of Section 2.1(b) shall apply.

5. Amendment to Section 3.2(h). Section 3.2(h) is hereby amended and replaced in its entirety to read as follows:

> (h) Clinical Grade Products. For clarity, the provisions of Section 3.2(b) through Section 3.2(g) shall apply to Clinical Grade Products only.

6. Addition of Section 3.2 (j). The Parties agree to append a new Section 3.2 (j) immediately following Section 3.2 (i), incorporating the following text:

> (j) [***] Autolus acknowledges that Miltenyi [***] and Autolus confirms to cooperate with Miltenyi (e.g. by providing requested acceptance and required contributions) [***].

7. Amendment to Section 4.1(d). Section 4.1(d) is hereby amended and replaced in its entirety to read as follows:

> (d) Compliance. Without prejudice specifically to the provisions set forth in Sections 2.2 and 4.1(c), the Miltenyi Products supplied hereunder shall not be used for any purpose that would require Regulatory Authority approvals or consents unless such Regulatory Authority approvals or consents have been obtained. Autolus shall defend and indemnify Miltenyi and its Affiliates against any liability, damage, loss or expense to the extent (i) resulting from or arising out of Autolus' (or its Affiliates', Subcontractors' or Licencees') failure to obtain all necessary Regulatory Authority approvals or consents or to comply with any Regulatory Laws in relation to Autolus' (or its Affiliates', Subcontractors' or Licencees') use of such Miltenyi Products for such purpose, or (ii) resulting from or arising out of Autolus' (or its Affiliates', Subcontractors' or Licencees') failure to otherwise comply with the requirements of Section 4.1(c).

8. Amendment to Section 4.3. Section 4.3 is hereby amended and replaced in its entirety to read as follows:

> 4.3 Regulatory Work. Miltenyi has established, or may from time to time establish, Master Files for one or more Miltenyi Products with one or more Regulatory Authorities in the Territory. Miltenyi shall maintain each such Master File in accordance with Applicable Laws ("Regulatory Work"). To the extent Autolus requests that Miltenyi generate any additional Master File and/or add additional information to any existing Master File, the provisions of Section 4.9 below shall apply.

9. Amendment to Section 4.4. Section 4.4 is hereby amended and replaced in its entirety to read as follows:

> 4.4 [Section intentionally left blank]

10. Amendment to Section 4.8. Section 4.8 is hereby amended and replaced in its entirety to read as follows:

> 4.8 Additional Assistance. In addition to any services in accordance with Section 4.9, Miltenyi shall, if requested by Autolus, consult with and provide reasonable assistance to Autolus with regard to any additional regulatory matters concerning the Miltenyi Products (to the extent related to the standard use of the Miltenyi Products as specified in Miltenyi's then current catalogue), as appropriate, provided that for any assistance and consulting regarding regulatory matters that is Autolus-specific and/or Autolus Product-specific (e.g., relates to Autolus' IND, BLA or marketing authorisation applications (MAA) readiness and/or

commercial preparedness activities) and/or, for instance, requires (a) the generation and/or provision of additional information by Miltenyi for the benefit of filings by Autolus for Autolus Products and/or for any market launch and/or commercialization of Autolus Products (including, but not limited, to the generation of additional documentation regarding Miltenyi Products required for Autolus' regulatory filings, and/or workshops pertaining to technical reviews of Miltenyi documentation), (b) Autolus Product related adaptations of Miltenyi's Master Files, and/or (c) support of Autolus, its Licensees and/or Subcontractors relating to regulatory filings, audits and/or regulatory inspections at Autolus', its Licensees' and/or Subcontractors' manufacturing sites for Autolus Products, Autolus shall separately pay Miltenyi for such consulting and assistance, which scope and limits and payment terms, shall be agreed between the Parties in writing prior to the performance of the assistance and/or consulting by Miltenyi (subject to the Parties' representations, warranties and liabilities under this Agreement) as part of a specific statement of work. Absent Miltenyi's breach of its obligations hereunder and its gross negligence or wilfull misconduct, Autolus shall bear all responsibility for Autolus', its Licensees and/or Autolus' Subcontractors' use of any information, documentation and material provided by Miltenyi (including use in regulatory filings and with regard to any Third Party liability) pursuant to this Section 4.8.

11. Amendment to Section 4.9. Section 4.9 is hereby amended and replaced in its entirety to read as follows:

> 4.9 Additional Filings. Autolus acknowledges that, as of the Effective Date, Master Files have been filed in the countries and jurisdictions listed in Exhibit B. If Autolus desires to pursue clinical trials, use Miltenyi Products in the manufacture of Autolus Products, or pursue commercialization of any Autolus Product in any jurisdiction or country that is not listed in Exhibit B where Miltenyi does not then have an active Master File – always provided that any such (related) use of Miltenyi Products is in accordance with the terms of this Agreement – and if Autolus would not legally be able to conduct such evaluation or commercialization without Miltenyi filing a Master File or making necessary information available to the Regulatory Authority in such jurisdiction or country (each such country an "Additional Country"), then Autolus shall so notify Miltenyi in writing at least [***] months in advance (however, with regard to [***] Autolus shall notify Miltenyi in writing at least [***] months in advance) of initiating any such clinical trial or use of Miltenyi Products in the manufacture of Autolus Products, or pursue commercialization of any Autolus Product in any such jurisdiction or country. The Parties shall then (i) discuss in good faith reasonable terms and conditions under which Miltenyi would be willing to file such Master File or to provide necessary information to the Regulatory Authority, including additional compensation to Miltenyi (if any) and (ii) shall enter into a written statement of work relating thereto covering such aspects; for clarity, prior to the execution of such statement of work, Miltenyi shall not be obliged to file any such Master File or to provide any such information. Notwithstanding the preceding sentence, upon receipt of a corresponding notice from Autolus pursuant to this Section 4.9 with regard to [***], Miltenyi agrees to file relevant Master Files in such country/ies or to provide necessary information to the relevant Regulatory Authority in [***] (each a "Future Country") [***].

12. Amendment to Section 5.1(a). Section 5.1(a) is hereby amended and replaced in its entirety to read as follows:

> (a) Rolling Monthly Forecast; Firm Zone; Binding Quantities (year one (1)). Within [***] Business Days of the Effective Date, and thereafter by the [***] day of each [***] during the Term, Autolus shall submit a [***] rolling Forecast of Autolus' anticipated demand of Miltenyi Products for each of the next [***] consecutive Calendar [***] commencing with the Calendar [***] immediately following the Calendar [***] in which the Forecast is submitted (each, a "[***] Forecast"). The [***] Forecast shall show the demand on a [***] basis. With respect to any [***] Forecast for Miltenyi Products submitted during the Term, [***] of the quantities forecasted for the [***] period of each [***] Forecast (each such [***] period shall be referred to as the "Firm Zone") shall be binding, and the corresponding portion of each

subsequent [***] Forecast shall be consistent with such period. For clarity, all forecasted demands of Miltenyi Products during the Firm Zone shall constitute a binding commitment by Autolus to submit corresponding Purchase Orders for Miltenyi Products. Except with respect to the Firm Zone and the limitations in Section 5.1(e) hereof, a [***] Forecast provided by Autolus shall not be binding upon Autolus. For the avoidance of doubt, the [***] Forecast shall not create any supply obligation on the part of Miltenyi. Any such obligation is subject to the acceptance of respective Purchase Orders (as defined below).

13. Amendment to Section 5.1(b). Section 5.1(b) is hereby amended and replaced in its entirety to read as follows:

(b) Rolling [***] Forecast ([***]). Within [***] Business Days of the Effective Date, and thereafter by the [***] day of [***] during the Term (i.e. [***]), Autolus (or Autolus' designee on behalf of Autolus) shall submit a non-binding [***] rolling Forecast of Autolus' anticipated demand of Miltenyi Products for each of the [***] immediately following the last [***] of the [***] Forecast submitted pursuant to clause (a) above (each, a "[***] Forecast"). Each [***] Forecast shall show the demand on a [***] basis. For the avoidance of doubt, the [***] Forecast shall not create any supply obligation on the part of Miltenyi. Any such obligation is subject to the acceptance of respective Purchase Orders.

14. Amendment to Section 5.1(c). Section 5.1(c) is hereby amended and replaced in its entirety to read as follows:

(c) Long-Term Forecast ([***]). In addition, Autolus (or Autolus' designee on behalf of Autolus) shall within [***] Business Days of the Effective Date, and thereafter by [***] of each Calendar Year during the Term, submit a non-binding [***] rolling Forecast of Autolus' anticipated demand of Miltenyi Products for each of the upcoming [***] consecutive Calendar [***], immediately following the year of the last Calendar [***] of the relevant [***] Forecast (each, a "Long-Term Forecast") for the purposes of assisting Miltenyi with its capacity and production planning for Miltenyi Products during such period. Each Long-Term Forecast shall show the demand on an [***] basis. For the avoidance of doubt, the Long-Term Forecast shall not create any supply obligation on the part of Miltenyi. Any such obligation is subject to the acceptance of respective Purchase Orders.

15. Amendment to Section 5.4(b). Section 5.4(b) is hereby amended and replaced in its entirety to read as follows:

(b) Each Purchase Orders submitted hereunder shall specify

(1) the Global Contract Number;

(2) the specific Miltenyi Product(s) ordered;

(3) the quantities of each Miltenyi Product(s) ordered;

(4) the desired Delivery date(s);

(5) the relevant place of Delivery and the place of destination, to which Miltenyi shall commit to contract for carriage in accordance with Section 6.1(a);

(6) desired special shipping instructions, if any, in accordance with Section 6.1(b); and

(7) the relevant Product Price.

Any Purchase Order submitted hereunder shall also consider that Miltenyi Products may have to be ordered in [***].

16. Addition of Section 5.6. The Parties agree to append a new Section 5.6 immediately following Section 5.5, incorporating the following text:

5.6 [***]. Upon written request by Miltenyi following Autolus' [***], the Parties shall [***] and agree within [***] following such request on an [***] of the [***] considering the then current long-term product demands of Autolus and shall amend this Agreement accordingly. This agreement shall include a [***] for Autolus for the next [***] consecutive [***] during the Term.

17. Amendment to Section 6.1(a). Section 6.1(a) is hereby amended and replaced in its entirety to read as follows:

(a) Any Miltenyi Products supplied under this Agreement shall be delivered [***] (Incoterms® 2020), [***], by providing the relevant Miltenyi Products to [***] on the Delivery Date ("Delivery"), with [***] in the respective accepted Purchase Order [***].

18. Amendment to Section 6.1(b). Section 6.1(b) is hereby amended and replaced in its entirety to read as follows:

(b) Each shipment of Miltenyi Products shall be Delivered on the agreed delivery date(s) (each, a "Delivery Date") confirmed by Miltenyi for the applicable Purchase Order in accordance with applicable Lead Time(s), during normal business hours (Monday to Friday, excluding statutory holidays), unless special arrangements are agreed to by the Parties in writing. [***] shall make all necessary shipping arrangements in accordance with the requirements set forth in Section 6.1(a) above with a carrier agreed between the Parties. Unless otherwise agreed, any handling or logistics efforts of [***] in regards thereto shall be [***] and shall, thus, not be [***]; provided, that [***] reserves the right to [***] for any accepted Purchase Order, or group of accepted Purchase Orders to be [***] with a [***] of less than [***]. This [***] will not exceed the [***] in connection with the applicable [***].

19. Amendment to Section 6.1(c). Section 6.1(c) is hereby amended and replaced in its entirety to read as follows:

(c) [Section intentionally left blank]

20. Amendment to Section 6.2. Section 6.2 is hereby amended and replaced in its entirety to read as follows:

6.2 Title and Risk. Risk of loss or damage to the Miltenyi Products shall pass to Autolus as defined by the applicable Incoterm [***] (Incoterms® 2020) [***] in accordance with

Section 6.1(a) above. Title to the delivered Miltenyi Products shall pass to Autolus simultaneously to such transfer of risk.

21. Amendment to Section 6.4. Section 6.4 is hereby amended and replaced in its entirety to read as follows:

6.4 Minimum Guaranteed Shelf Life; Review of JSC.

(a) Miltenyi will ensure that, at the time of Delivery, the remaining shelf life of each shipped Miltenyi Product shall be no less than the minimum shelf life set forth in Exhibit C.

(b) The JSC will establish a methodology for tracking (i) whether shipments of [***] of [***] are [***] and (ii) whether [***] fulfills its [***] obligations in accordance with this Agreement at any time (including [***]). As part of its standing quarterly agenda, the JSC will review and assess [***] and any additional key performance indicators (for Miltenyi or Autolus) agreed by the JSC.

22. Amendment to Section 6.5. Section 6.5 is hereby amended and replaced in its entirety to read as follows:

6.5 Certificates. Miltenyi shall include proper release certificates, certificates of compliance, and/or certificates of analysis with all shipments of Miltenyi Product(s), as applicable, unless otherwise available on Miltenyi's website, in accordance with the requirements of the Quality Agreement, as applicable.

23. Amendment to Section 6.7(a). Section 6.7(a) is hereby amended and replaced in its entirety to read as follows:

(a) Contingent upon Autolus' continued adherence to its obligations in accordance with this Agreement, including the Forecast obligations and Firm Zone Requirements pursuant to Sections 5.1 and 5.3 above, Miltenyi shall use Commercially Reasonable Efforts to ensure continuous supply of Miltenyi Products to Autolus in accordance with the Forecasts during the Term, in accordance with the provisions of this Section 6.7. Miltenyi may implement and thereafter maintain commercially reasonable [***], including with respect to [***] and similar [***], which shall be reviewed and discussed at the JSC on an annual basis once [***]. Miltenyi understands that the [***], once [***], shall document a consistent process for [***]. The goal of the plans shall be to [***].

24. Amendment to Section 6.8(a). Section 6.8(a) is hereby amended and replaced in its entirety to read as follows:

(a) Upon request by Autolus made reasonably following the Commercial Phase Notification for a specific Autolus Product by Autolus, the Parties shall negotiate in good faith and mutually agree upon additional terms and conditions that are aimed at securing continuity of supply of Miltenyi Products in order to de-risk and minimize negative impacts of a failure to supply of Miltenyi Products on manufacturing and commercialization of the respective

Autolus Product. The Parties acknowledge and agree that the [***] described in Section 6.7(a) may address this aim already, and may, thus, also [***]. Accordingly, Autolus agrees, without prejudice to the general requirements stated in this Section above, [***] until the earlier of: (i) the [***] applicable to such Miltenyi Product are [***], or (ii) [***] following the Commercial Phase Notification for the applicable [***]. While acknowledging that any definitive provisions will depend on the specific Miltenyi Product(s) that is the subject matter of such agreement, and further acknowledging that any such agreement shall be subject to Autolus' specific acceptance of appropriate [***], the Parties agree that any such agreement shall, [***], be based upon the principal terms provided in subsection (b) below.

25. Amendment to Section 7.1. Section 7.1 is hereby amended and replaced in its entirety to read as follows:

7.1 Incoming Inspection, Acceptance Testing. Without prejudice to the provisions set forth in Sections 6.1 and 6.2, Autolus (or, for Miltenyi Product(s) purchased by Autolus but shipped directly to Autolus' Affiliate, Subcontractor, or Licensee, its designee) shall inspect and examine each shipment of Miltenyi Product(s) delivered hereunder [***] in order to (i) determine whether the delivered Miltenyi Product(s) are damaged, (ii) whether or not the correct Miltenyi Products have been delivered and (iii) whether or not the quantity of the Miltenyi Products delivered conforms with the relevant accepted Purchase Order and applicable shipping documentation (collectively the "Incoming Inspection"). Next to this Incoming Inspection, Autolus (or, for Miltenyi Product(s) purchased by Autolus but shipped directly to Autolus' Affiliate, Subcontractor, or Licensee, its designee) shall have a period of [***] days from the date of receipt of each shipment of Miltenyi Products hereunder at the designated facility specified in the accepted Purchase Order to further test or cause to be tested the Miltenyi Products supplied under this Agreement to verify the Miltenyi Products' conformance with the Miltenyi Product Warranty; such testing shall be performed in accordance with the Product Specifications or, the Quality Agreement, as applicable (the "Quality Control Testing"). For clarity, the foregoing requirements of the Incoming Inspection and the Quality Control Testing shall not be construed as dispensing with Miltenyi's standard outgoing quality testing of the Miltenyi Products.

26. Amendment to Section 7.2. Section 7.2 is hereby amended and replaced in its entirety to read as follows:

7.2 Notification and Rejection, Identifiable and Latent Defects.

(a) Autolus shall notify Miltenyi in writing of any insufficiencies, defects and/or non-conformities of the Miltenyi Products with the Miltenyi Product Warranty identified during the Incoming Inspection or the Quality Control Testing as soon as reasonably possible upon detection. However, any insufficiencies, defects and/or non-conformities identified or identifiable in the course of the Incoming Inspection are in any case to be notified to Miltenyi at the latest within [***] days upon receipt of the Miltenyi Product(s) at Autolus's designated facility as specified in the accepted Purchase Order, and any insufficiencies, defects and/or non-conformities identified or identifiable in the course of the Quality Control Testing are in any case to be notified at the latest within [***] days upon receipt of the Miltenyi Product(s) at that designated facility. Except with regard to latent defects as described in Section 7.2(b) below, each shipment of Miltenyi Products shall be deemed accepted by Autolus, if Autolus does not perform the Incoming Inspection or the Quality Control Testing in accordance with the periods set forth in Section 7.1 or if Autolus does not provide Miltenyi

with written notice of rejection regarding the said insufficiencies, defects and/or non-conformities in accordance with the periods set forth in this Section 7.2(a).

(b) Autolus shall notify Miltenyi in writing of any insufficiencies, defects and non-conformities of the Miltenyi Products with the Miltenyi Product Warranty that could not have reasonably been determined during the Incoming Inspection or the Quality Control Testing, but that occur at any later point in time; such notice shall be provided within [***] days of any such insufficiencies, defects and non-conformities becoming apparent. The Miltenyi Products shall be deemed accepted by Autolus with regard to any such latent insufficiencies, defects or non-conformities that could not have been identified during the Incoming Inspection or the Quality Control Testing, if Autolus does not provide Miltenyi with written notice of rejection regarding the said insufficiencies, defects and/or non-conformities in accordance with the period set forth in this Section 7.2(b).

(c) Any written notice of rejection regarding any insufficiencies, defects and/or non-conformities in terms of Section 7.2(a) and Section 7.2(b) shall also describe the reasons for the rejection and the non-conforming characteristics of such rejected Miltenyi Product in reasonable detail. Once a shipment of Miltenyi Products is accepted or deemed accepted according to Section 7.2(a) or Section 7.2(b), Autolus shall have no recourse against Miltenyi, even in the event any such Miltenyi Product is subsequently deemed unsuitable for use for any reason. For clarity, Autolus shall only have the right to reject any delivered Miltenyi Products provided the Miltenyi Products do not conform with the applicable Miltenyi Product Warranty at the time of Delivery and further provided the respective Miltenyi Products are not deemed accepted according to the provisions contained in Section 7.2(a) or Section 7.2(b) above. For the avoidance of doubt, with regard to any insufficiencies, defects and/or non-conformities of any delivered Miltenyi Products not constituting a non-conformance with the Miltenyi Product Warranty there is per se no right of rejection of Autolus.

27. Amendment to Section 7.3. Section 7.3 is hereby amended and replaced in its entirety to read as follows:

7.3 Confirmation. After its receipt of a rejection notice from Autolus (or its duly authorized designee) pursuant to Section 7.2, Miltenyi shall – provided the delivered Miltenyi Products are not deemed accepted according to Section 7.2 above – notify Autolus in writing as soon as reasonably practical whether or not it accepts Autolus' basis for rejection, and Autolus shall reasonably cooperate with Miltenyi in determining in good faith whether such rejection was necessary or justified. Upon Miltenyi's reasonable request, Autolus shall provide (or cause its designees to provide) (i) evidence of appropriate transport, storage and handling for any rejected Miltenyi Product in accordance with the storage and handling instructions set forth in the applicable Product Specifications; and (ii) reasonable testing data demonstrating that the Miltenyi Product in question does not conform to the Miltenyi Product Warranty. If the Parties are unable to agree as to whether a shipment of Miltenyi Products supplied hereunder conforms at the relevant point in time to the applicable Miltenyi Product Warranty, such question shall be submitted to an independent quality control laboratory mutually agreed upon by the Parties. Such independent quality control laboratory shall be bound to secrecy and confidentiality according to the confidentiality standards set forth in this Agreement. The findings of such independent quality control laboratory shall be binding upon the Parties. The cost of the independent quality control laboratory shall be borne by the Party whose results are shown by such laboratory to have been incorrect.

28. Amendment to Section 7.4. Section 7.4 is hereby amended and replaced in its entirety to read as follows:

7.4 Return or Destruction of Rejected Miltenyi Products. Autolus may not return or destroy any batch of Miltenyi Products until (i) it receives written notification from Miltenyi that Miltenyi does not dispute that such batch failed to conform to the applicable Miltenyi Product Warranty or (ii) the findings of the independent quality control laboratory as set forth

in Section 7.3 have confirmed the non-conformance of the Miltenyi Products with the applicable Miltenyi Product Warranty. Miltenyi shall indicate in its notice either that Autolus is authorized to destroy the rejected batch of Miltenyi Products, or that Miltenyi requires return of the rejected Miltenyi Products. Upon written authorization from Miltenyi to do so, Autolus shall promptly destroy the rejected batch of Miltenyi Products and provide Miltenyi with written certification of such destruction. Upon receipt of Miltenyi's request for return, Autolus shall after aligning a return date with Miltenyi promptly return the rejected batch of Miltenyi Products to Miltenyi. In each case, Miltenyi shall reimburse Autolus for the documented, reasonable costs associated with the destruction or return of the rejected Miltenyi Products.

29. Amendment to Section 8.2. Section 8.2 is hereby amended and replaced in its entirety to read as follows:

> 8.2 [***]. Unless otherwise agreed between the Parties, Autolus shall reimburse Miltenyi for [***], if any, owed [***] as set forth on Exhibit E, as updated from time to time [***]. If, during the Term of this Agreement, Miltenyi shall be required to obtain additional [***] that give rise to [***] with respect to Autolus' use of Miltenyi Products, then the Parties shall negotiate in good faith [***].

30. Addition of Section 8.3(e). The Parties agree to append a new Section 8.3(e) immediately following Section 8.3(d), incorporating the following text:

> (e) Initiative on [***]. The Parties will initiate a joint initiative with the aim of identifying and, where possible, [***]. Unless otherwise agreed, the results of this initiative will be discussed and evaluated between the Parties upon either Party's request following Autolus' Commercial Phase Notification. Any benefits and possibilities of [***] based on such initiative, including possible benefits of [***], which may include an agreement by the Parties on establishing an [***] under the Agreement. Once agreed by the Parties, the Parties shall amend this Agreement by written amendment to be executed by both Parties to reflect the agreement reached. If the Parties, despite using Commercially Reasonable Efforts in reaching this agreement, are unable to reach such mutual agreement, then [***], the Parties shall amend the Agreement (in particular Section 6.1(b) and Exhibit F) to establish the following: [***].

31. Amendment to Section 8.4(a). Section 8.4(a) is hereby amended and replaced in its entirety to read as follows:

> (a) Except as otherwise provided herein, all payments are payable within [***] days of Autolus' receipt of each invoice corresponding to a shipment of Miltenyi Products by Miltenyi, such invoices to be issued by Miltenyi or the applicable Miltenyi Affiliate in the Territory.

32. Addition of Section 9.5. The Parties agree to append a new Section 9.5 immediately following Section 9.4, incorporating the following text:

9.5 Clinical Grade Products. The provisions of this Article 9 shall apply to Clinical Grade Products only.

33. Amendment to Section 14.2. Section 14.2 is hereby amended and replaced in its entirety to read as follows:

14.2 Non-Disclosure and Non-Use. During the Term and for [***] years thereafter, each of Miltenyi and Autolus shall keep Confidential Information of the Disclosing Party in strict confidence and shall not (i) use the Disclosing Party's Confidential Information for any use or purpose (including, for clarity, analyze, reverse-engineer, or disassemble any item of Confidential Information or attempt to discover or deduce any trade secret contained in any such Confidential Information) except (a) for performing this Agreement, or (b) as expressly permitted under this Agreement or the Quality Agreement, as applicable, or as otherwise authorized in writing in advance by the Disclosing Party, or (ii) disclose the Disclosing Party's Confidential Information to anyone other than those of its Affiliates, Subcontractors, directors, officers, employees, agents, contractors and consultants, and in the case of Autolus, its Licensees (collectively, "Authorized Representatives") who need to know such Confidential Information for performing this Agreement or a use or purpose expressly permitted under this Agreement or the Quality Agreement, as applicable. Each Receiving Party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the foregoing, each Receiving Party shall take at least those measures that it takes to protect its own confidential information of a similar nature (but in any case not less than reasonable measures) and shall ensure that any Authorized Representative of the Receiving Party who is permitted access to Confidential Information of the Disclosing Party pursuant to subclause (ii) of this Section 14.2 above is contractually or legally bound by obligations of non-disclosure and non-use in scope and content at least as protective of the Disclosing Party's Confidential Information as the provisions hereof prior to any disclosure of the Disclosing Party's Confidential Information to such Authorized Representative. The Receiving Party shall be responsible for any breach of this Agreement and the confidentiality obligations imposed on the Authorized Representatives by its Authorized Representatives.

34. Amendment to Article 16. Article 16 is hereby amended and replaced in its entirety to read as follows:

All notices, demands, requests, consents, approval and other communications required or permitted to be given under this Agreement pertaining to the contractual relationship (including, for instance, any notice of termination, request for assignment, notice of Change of Control etc.) shall be in writing and will be delivered personally, or mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by reputable overnight courier service, confirmed by mailing as described above at the address set forth below or to such other address as any Party may give to the other Party in writing for such purpose in accordance with this Article 16:

If to Miltenyi:

Miltenyi Biotec B.V. & Co. KG
Friedrich-Ebert-Str. 68
51429 Bergisch Gladbach
Germany
Attn: Managing Director

With copy to (for legal matters):
Miltenyi Biotec B.V. & Co. KG
Friedrich-Ebert-Str. 68
51429 Bergisch Gladbach
Germany
Attn: General Counsel

If to Autolus:

Autolus Limited
MediaWorks, 191 Wood Lane
White City
London, W12 7FP
United Kingdom
Attn: Chief Executive Officer

With copy to (for legal matters):
Autolus Limited
MediaWorks, 191 Wood Lane
White City
London, W12 7FP
United Kingdom
Attn: General Counsel

All such communications, if personally delivered on a Business Day, shall be deemed to have been received by a Party hereto and to be effective when so delivered, or if sent by overnight courier service, on the earlier of the Business Day when confirmation of delivery is provided by such service or when actually received by such Party. Each Party shall use commercially reasonable efforts to provide additional notice by email but the failure to provide such notice shall not affect the validity of any such notice. Either Party may change its address and contact details set forth above by giving the other notice thereof in the manner provided herein.

35. Amendment to Section 17.2. Section 17.2 is hereby amended and replaced in its entirety to read as follows:

17.2 Change of Control.

(a) Each Party (for purposes of this Article 17 the "Acquired Party") shall provide written notice to the other of a Change of Control of the Acquired Party or the Acquired Party's parent (if any) and the details of the acquirer (the "New Owner") as soon as the Change of Control can be legally disclosed.

(b) Within [***] days of a Change of Control of the Acquired Party being disclosed, the other Party (the "Requesting Party") may request from the New Owner confirmation in writing that it assumes in full the obligations and rights of the Acquired Party with respect to the supply of Miltenyi Products hereunder. In the event that the New Owner fails to provide such confirmation to the Requesting Party within [***] days of receipt of such written request therefor, the Requesting Party may terminate this Agreement with immediate effect upon giving written notice to the Acquired Party. If the Change of Control occurs prior to [***], the Parties shall, if [***], enter into good faith negotiations regarding [***].

(c) For clarity, the foregoing termination right in this Section 17.2 shall not be understood as to limit or replace any remedies available to the respective Party under this Agreement in the event of a breach of this Agreement by the other Party, e.g. pursuant to Section 6.8, 8.6 or Section 11.5.

36. Amendment to Exhibit C. Exhibit C is hereby amended and replaced in its entirety to read as follows:

[Exhibit C starting on the next page]

Exhibit C List of Miltenyi Products

[***]

37. Amendment to Exhibit E. Exhibit E is hereby amended and replaced in its entirety to read as follows:

Exhibit E Third Party Licenses

[***]

38. Amendment to Exhibit F. Exhibit F is hereby amended and replaced in its entirety to read as follows:

[Exhibit F starting on the next page]

Exhibit F Purchase Prices

[***]

39. Amendment to Exhibit G. Exhibit G is hereby amended and replaced in its entirety to read as follows:

Exhibit G Discounts

[***]

ARTICLE 2 MISCELLANEOUS

(a) Except as expressly amended by this Amendment, the provisions of the Supply Agreement shall continue to govern the rights and obligations of the Parties with regard to its subject matter and all terms and conditions contained therein shall remain in full force and effect and shall, unless otherwise provided in this Amendment, not be deemed amended or modified.

(b) For the avoidance of doubt, the provisions contained in Sections 19.1 and 19.2 of the Supply Agreement shall also apply to this Amendment.

(c) Unless the context requires otherwise, all references to Sections or Exhibits in this Amendment shall be references to the relevant section or exhibit in the Supply Agreement.

(d) This Amendment 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 agreement. The exchange of copies of this Amendment or signature pages thereof by facsimile, email (including by sending a PDF file via email attachment) or other means of electronic transmission as well as the use of electronic signature systems (e.g., DocuSign, Acrobat Sign or similar systems) shall constitute effective execution and delivery of this Amendment as to the Parties and any such electronic copy may be used in lieu of the original copy for all purposes with the same legal effect.

The Parties have executed this Amendment to be effective as of the Amendment Effective Date.

AUTOLUS LIMITED	MILTENYI BIOTEC B.V. & Co. KG
By: /s/ David Brochu [signature]	By: /s/ Boris Stoffel [signature]
Name: David Brochu	Name: Dr. Boris Stoffel
Title: Chief Technical Officer	Title: CEO
Date: Sep 27, 2023	Date: Sep 27, 2023

Exhibit 31.1

Certification by the Principal Executive Officer pursuant to
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Christian Itin, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Autolus Therapeutics plc;

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

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

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

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

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

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

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

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

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

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

Date: November 9, 2023

/s/ Christian Itin, Ph.D.

Name: Christian Itin, Ph.D.

Title: Chief Executive Officer

(Principal Executive Officer)

Exhibit 31.2

Certification by the Principal Financial Officer pursuant to
Securities Exchange Act Rules 13a-14(a) and 15d-14(a)
as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Robert Dolski, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Autolus Therapeutics plc;

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

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

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

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

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

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

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

Exhibit 31.2

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 9, 2023

/s/ Robert Dolski

Name: Robert Dolski

Title: Chief Financial Officer

(Principal Financial Officer)

Exhibit 32.1

Certification pursuant to
18 U.S.C. Section 1350, as adopted pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Christian Itin, Chief Executive Officer of Autolus Therapeutics plc (the "Company"), and Robert Dolski, Chief Financial Officer of the Company, each hereby certifies that, to the best of his or her knowledge:

(1) The Company's Quarterly Report on Form 10-Q for the period ended September 30, 2023, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

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

Date: November 9, 2023

/s/ Christian Itin, Ph.D.
Name: Christian Itin, Ph.D.
Title: Chief Executive Officer
(Principal Executive Officer)

/s/ Robert Dolski.
Name: Robert Dolski
Title: Chief Financial Officer
(Principal Financial Officer)

This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of Autolus Therapeutics plc under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.