
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): **July 23, 2018**

RUBIUS THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of Incorporation)

001-38586
(Commission
File Number)

46-2688109
(IRS Employer
Identification Number)

325 Vassar Street, Suite 1A
Cambridge, MA
(Address of registrant's principal executive office)

02139
(Zip code)

(617) 679-9600
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 203.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

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.

Item 1.01. Entry into a Material Definitive Agreement.

On July 23, 2018, Rubius Therapeutics, Inc. (the “Company”) entered into a purchase and sale agreement related to its previously disclosed letter of intent to purchase a 135,000 square foot manufacturing facility located in Smithfield, Rhode Island for a purchase price of \$8.0 million. The Company currently anticipates that this purchase will close in the third quarter of 2018. The consummation of the purchase remains subject to customary closing conditions, including (i) satisfactory completion of the Company’s due diligence review of the facility and the real property on which it is located, (ii) receipt of the warranty deed, (iii) receipt of customary affidavits and certificates to be made by the seller and (iv) the Company’s payment of the purchase price.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth above in Item 1.01 of this Current Report on Form 8-K is incorporated into this Item 2.03 by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	Purchase and Sale Agreement between the Registrant and Alexion Pharmaceuticals, Inc., dated July 23, 2018.

INDEX TO EXHIBITS

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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 hereunto duly authorized.

Date: July 24, 2018

RUBIUS THERAPEUTICS, INC.

By: /s/ Pablo J. Cagnoni
Pablo J. Cagnoni
Chief Executive Officer

PURCHASE AND SALE AGREEMENT
BY AND BETWEEN
ALEXION PHARMACEUTICALS, INC.
("SELLER")
AND
RUBIUS THERAPEUTICS, INC.
("BUYER")

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into this 23 day of July, 2018 (the “**Effective Date**”), by and between **ALEXION PHARMACEUTICALS, INC.**, a Delaware corporation (“**Seller**”), and **RUBIUS THERAPEUTICS, INC.**, a Delaware Corporation (“**Buyer**”).

RECITALS

Seller is the owner of the Property (as hereinafter defined). Seller desires to sell the Property to Buyer and Buyer desires to buy the Property from Seller, all on and subject to the terms and conditions hereinafter set forth.

ARTICLE 1 Purchase and Sale Agreement

1.1 Agreement to Purchase and Sell. In consideration of the undertakings and mutual covenants of the parties set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller hereby agrees to sell the Property (as hereinafter defined) to Buyer and Buyer, or its nominee, agrees to buy the Property from Seller, for the Purchase Price (as hereinafter defined), payable as provided below and subject to adjustment as provided herein and otherwise on and subject to the terms and conditions contained herein.

ARTICLE 2 The Property and Condition of Property

2.1 Description of the Property. The Property which is the subject of this Agreement consists of the following:

(a) The land located at 100 Technology Way and 30 Hanton City Road, both in Smithfield, Rhode Island which is more particularly described in Schedule A attached hereto (the “Land”) together with (i) all rights, privileges and easements appurtenant to the Land owned by Seller, including, without limitation, all minerals, oil, gas, and other hydrocarbon substances on and under the Land, as well as all development rights, air rights, water, water rights and water stock relating to the Land, any rights to any land lying in the bed of any existing dedicated street, road or alley adjoining the Land and to all strips and gores adjoining the Land, and any other easements, rights-of-way, or appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively referred to as the “Appurtenances”); and (ii) all buildings, improvements, structures and fixtures located on the Land (collectively, the “Improvements”), and, to the extent owned by Seller, all apparatus, equipment and appliances used in connection with the operation or occupancy of the improvements, such as, but without limitation, heating and air conditioning systems and facilities used to provide any utility services, refrigeration, ventilation, garage disposal, recreation, or other services on the improvements, (which Land, together with the Appurtenances and Improvements, is collectively referred to as the “Real Property”).

(b) The tangible personal property owned by Seller, including machinery and equipment, together with all other personal property, equipment and furnishings of Seller located on or in or used in connection with the Real Property to be described in Exhibit B attached hereto, (which Exhibit B Seller and Buyer will finalize prior to the expiration of the Inspection Period (as hereinafter defined) but in any event, the mutually approved Exhibit B will be a condition precedent to Closing) and located on the Land or in the Improvements on the Closing Date (as hereinafter defined) (collectively, the “Personal Property”).

(c) To the extent assignable, all of the interest of Seller in any intangible personal property now or hereafter owned by Seller and used in the ownership, use, and operation of the Real Property, the Appurtenances, Improvements, and Personal Property approved by Seller pursuant to the provisions of this Agreement, any permits and approvals, contracts, agreements, or other rights relating to the ownership, use and operation of the Property, all building warranties and guarantees to the extent in the possession of Seller (all of which are collectively referred to as the “Intangible Property”).

(d) BUYER ACKNOWLEDGES THAT BUYER HAS BEEN GIVEN THE OPPORTUNITY TO FULLY INSPECT THE PROPERTY AND THE BUYER UNDERSTANDS THAT, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 4 BELOW, THE SALE OF THE PROPERTY IS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, TYPE OR NATURE, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, THE FACT THAT NO REPRESENTATIONS OR WARRANTIES ARE BEING MADE OR HAVE BEEN MADE IN CONNECTION WITH THE PROPERTY, TITLE TO THE PROPERTY, THE SUITABILITY OF THE PROPERTY FOR DEVELOPMENT, THE CONDITION OF ANY IMPROVEMENTS THEREON, IF ANY, THE SOIL CONDITION, COMPACTION OR BEARING ABILITY THEREOF, ANY ENVIRONMENTAL OR HAZARDOUS MATERIALS CONDITION, THE INCOME TO BE DERIVED FROM THE PROPERTY, OR THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS) AND THE BUYER IS PURCHASING THE PROPERTY “AS IS,” “WHERE IS” AND “WITH ALL FAULTS,” WITHOUT ANY OBLIGATION ON THE PART OF SELLER. SELLER HEREBY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO QUALITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(e) The provisions of Section 2(d) shall survive the Closing.

The Real Property and Intangible Property are hereinafter referred to collectively as the “Property.”

ARTICLE 3 Purchase Price; Deposit; Adjustments

3.1 Purchase Price. The purchase price is Eight Million Dollars (US\$8,000,000) (the “Purchase Price”), subject to adjustment and as otherwise provided herein.

3.2 Deposit. Within two (2) business days after the Effective Date, Buyer shall deposit with Chicago Title Insurance Company, (the "Title Company") as escrow agent the sum of Four Hundred Thousand Dollars (\$400,000) (the "Deposit") to secure Buyer's obligations under this Agreement. The Title Company shall maintain the Deposit in an interest bearing money market account with an FDIC insured bank and the Deposit and all interest thereon (collectively, the "Escrowed Amount") shall be maintained by the Title Company in such account and shall be disbursed pursuant to the terms and conditions of this Agreement and the Deposit Escrow Agreement attached hereto as Schedule 3.2 (the "Deposit Escrow Agreement").

3.3 Balance of Purchase Price. On the Closing Date (as hereinafter defined) the Purchase Price, subject to a credit for the Escrowed Amount and subject to adjustment as specified herein, shall be paid by wire transfer of immediately available federal funds.

3.4 Prorations of Taxes. All real and personal property taxes attributable to the year in which the Closing occurs shall be prorated and adjusted as of the Closing Date as an adjustment at the Closing (regardless of whether such taxes and special assessments are then due and payable or delinquent). If the tax statements for the calendar year during which the Closing Date occurs are not finally determined, then the tax figures for the immediately prior fiscal year shall be used for the purposes of prorating taxes on the Closing Date, with a further adjustment to be made after the Closing Date as soon as such tax figures are finalized. All special assessments shall be paid in full prior to or out of Closing proceeds. Any tax refunds or proceeds (including interest thereon) on account of a favorable determination resulting from a challenge, protest, appeal or similar proceeding relating to taxes and assessments relating to the Property (i) for all tax periods occurring prior to the applicable tax period in which the Closing occurs shall be retained by and paid exclusively to Seller and (ii) for the applicable tax period in which the Closing occurs shall be prorated as of the Closing Date after reimbursement to Seller and Buyer, as applicable, for all fees, costs and expenses (including reasonable attorneys' and consultants' fees) incurred by Seller or Buyer, as applicable, in connection with such proceedings such that Seller shall retain and be paid that portion of such tax refunds or proceeds as is applicable to the portion of the applicable tax period prior to the Closing Date and Buyer shall retain and be paid that portion of such tax refunds or proceeds as is applicable to the portion of the applicable tax period from and after the Closing Date. Seller shall not, prior to the Closing Date, settle any tax protests or proceedings without the consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. After the Closing, Buyer shall be responsible for and control any tax protests or proceedings for any period for which taxes are adjusted between the parties under this Agreement and for any later period. Buyer and Seller shall cooperate in pursuit of any such proceedings and in responding to reasonable requests of the other for information concerning the status of and otherwise relating to such proceedings; provided, however, that neither party shall be obligated to incur any out-of-pocket fees, costs or expenses in responding to the requests of the other.

3.5 Prorations of Contracts. To the extent Property Contracts are not terminated pursuant to Section 4.2(i) below, prepaid or past due amounts under any Assigned Contracts (as hereinafter defined) shall be prorated and adjusted as of the Closing Date.

3.6 Utilities. Seller shall cause all meters for electricity, gas, water, sewer or other utility usage at the Property to be read on the Closing Date, and Seller shall pay all charges for such utility charges which have accrued on or prior to the Closing Date. If the utility companies are unable or refuse to read the meters on the Closing Date, all charges for such utility charges to the extent unpaid shall be prorated and adjusted as of the Closing Date based on the most recent bills therefor. Seller shall provide notice to Buyer five (5) days prior to the Closing Date setting forth (i) whether utility meters will be read as of the Closing Date and (ii) a copy of the most recent bill for any utility charges which are to be prorated and adjusted as of the Closing Date as an adjustment at the Closing. If the meters cannot be read as of the Closing Date and, therefore, the most recent bill is used to prorate and adjust as of the Closing Date as an adjustment at the Closing, then the parties agree to the extent that the amount of such prior bill proves to be more or less than the actual utility charges for the period in question, a further adjustment shall be made after the Closing Date as soon as the actual charges for such utilities are available.

3.7 Estimates. In the event, on the Closing Date, the precise figures necessary for any of the foregoing adjustments are not capable of determination, then, at Buyer's option, those adjustments shall be made on the basis of good faith estimates of Buyer using currently available information, and final adjustments shall be made within six (6) months after the Closing Date to the extent precise figures are determined or become available.

3.8 Adjustment Payments. The net amount of all adjustments to be made under this Article 3 shall be paid on the Closing Date in immediately available funds. All post-closing adjustments shall be made in immediately available funds.

3.9 Calculation of Prorations. All apportionments and prorations made hereunder shall be made based on the number of days of ownership of the Property in the period applicable to the apportionment, with Buyer responsible for expenses for and after the Closing Date. Prorations of annual payments shall be made based on the number of days of ownership in the applicable annual period.

3.10 Seller's Closing Costs. At the Closing, Seller shall pay and be responsible for the amount due for (i) conveyance tax, documentary tax or any other tax or charge substituted therefor imposed in connection with the consummation of the transaction contemplated hereby; (ii) one-half of any fees charged by Escrow Agent; (iii) recording charges for any instrument which releases or discharges any lien as required by Article 6 hereto; and (iv) Seller's counsel's fees and expenses.

3.11 Buyer's Closing Costs. At the Closing, Buyer shall pay and be responsible for (i) recording charges (other than as listed in Section 3.11 above); (ii) one-half of any fees charged by Escrow Agent; (iii) charges necessary to obtain the survey described in Section 6.1 below; (iv) charges necessary to obtain the title insurance policy and all endorsements thereto described in Section 6.1.1 below; and (v) Buyer's counsel's fees and expenses.

3.12 Closing Statement. Title Company shall prepare a draft closing statement and Seller and Buyer shall provide the Title Company with sufficient information to prepare a draft closing statement at least five (5) days prior to the Closing.

3.13 Survival. The provisions of Article 3 shall survive the Closing.

ARTICLE 4 Representations, Warranties, Covenants and Agreements

4.1 Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as of the date of this Agreement and as of the Closing Date as follows:

(a) This Agreement has been duly authorized, executed and delivered by Seller and all consents required under Seller's organizational documents or by law have been obtained. All documents that are to be executed by Seller and delivered to Buyer on the Closing Date have been, or on the Closing Date will be, duly executed, authorized and delivered by Seller. This Agreement and all such documents are, and on the Closing Date will be, legal, valid and binding obligations of Seller, enforceable in accordance with their terms and do not, and, at the time of the Closing Date will not, violate any provisions of any agreement or judicial or administrative order to which Seller is a party or to which Seller or the Property (or any portion thereof) is subject.

(b) Except as set forth in Schedule 4.1(b) attached hereto, to Seller's actual knowledge, there are no actions, suits or proceedings (including arbitration proceedings), at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, pending or threatened against Seller which challenges Seller's ownership of the Property or could reasonably be expected to have a material adverse effect on Seller's ability to perform its obligations hereunder.

(c) Except as set forth in Schedule 4.1(c) attached hereto, there are no condemnation actions against or relating to the Property or any portion thereof, nor has Seller received any actual notice of any being contemplated.

(d) There are no leases, licenses, occupancy or related agreements or tenancies affecting the Property.

(e) Except for those documents recorded with the Records of Land Evidence of the Town of Smithfield (the "Land Records") and other documents and information available at the Town Clerk's office of the Town of Smithfield and except as listed on Schedule 4.1(e) (which Schedule 4.1(e) Seller and Buyer will finalize prior to the expiration of the Inspection Period (as hereinafter defined) but in any event, the mutually approved Schedule 4.1(e) will be a condition precedent to Closing) there are no Property Contracts related to the use, ownership or operation of the Property. Seller shall deliver true, correct and complete copies of all Property Contracts listed on Schedule 4.1(e) to Buyer in accordance with the terms of Section 5.2 of this Agreement. Seller is conveying the Property to Buyer subject to the terms and conditions set forth in the documents recorded with the Land Records or on file with the Town of Smithfield

and the documents listed on Schedule 4.1(e), all of which Buyer shall have the opportunity to review and determine whether acceptable during the Inspection Period.

(f) Seller has not received any written notice that it is in default under any of the covenants, easements or restrictions affecting or encumbering the Property or any constituent or portion thereof.

(g) Other than entering in a listing agreement with Hayes and Sherry, Seller has not entered into any other contracts for the sale of the Property or any constituent or portion thereof. No other agreement affecting the Property contains any rights of first refusal or options to purchase the Property or any portion thereof or any other rights of others that might prevent the consummation of this Agreement.

(h) Neither Seller nor any constituent partner thereof is a foreign corporation, foreign partnership or foreign estate (as such terms are defined in Section 1445 of the Internal Revenue Code). Seller shall provide Buyer with an affidavit to this effect at Closing or shall otherwise comply with the terms of Section 1445 of the Internal Revenue Code applicable to Seller.

(i) All representations and warranties contained herein are material and may be relied upon by the party receiving the same and shall survive the Closing Date for a period of one (1) year (the "Survival Period"). In the event a written claim is made within the Survival Period, the Survival Period shall toll with respect to such claim while such claim is outstanding. The reference to "Seller's knowledge" as used in Section 4.1 shall be deemed to mean the actual knowledge of Anthony Franco in his capacity as Associate Director, Operations Strategy. Notwithstanding anything to the contrary contained in this Agreement or any documents executed in connection herewith, if the Closing of the transactions contemplated hereunder shall have occurred, (i) the aggregate liability of Seller arising pursuant to or in connection solely with the representations or warranties of Seller under this Agreement or representations or warranties in any Closing Document in the form of liquidated damages (it being acknowledged by Seller and Buyer that ascertaining the amount of actual damages in a real estate transaction would be extraordinarily difficult if not impossible to ascertain and the liquidated damages set forth below constitute Buyer's and Seller's reasonable estimate of such damages) shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) (the "Liability Ceiling") and (ii) in no event shall Seller have any liability to Buyer for such representations or warranties unless and until the aggregate liability of Seller arising pursuant to or in connection with such representations or warranties shall exceed Ten Thousand Dollars (\$10,000) (the "Liability Floor"). If Seller's aggregate liability to Buyer for such representations and warranties shall exceed the Liability Floor, Seller shall be liable for the entire amount thereof up to but not exceeding the Liability Ceiling. The provisions of this Section 4.1 (i) if asserted in writing to be inconsistent or untrue during the Survival Period, shall survive Closing.

4.2 Seller's Covenants. Seller hereby covenants and agrees with Buyer that:

(a) At all times from the execution of this Agreement to the Closing Date, Seller shall maintain the Property in the same condition as the same is in as of the date of this

Agreement, subject only to reasonable use and wear and the terms of Article 9 hereof. Notwithstanding anything to the contrary contained in this Agreement, the parties hereby agree that the Seller shall maintain the Property and the Personal Property in the same manner as heretofore conducted and existing. Such requirements are further defined in Schedule 4.2(a) attached hereto.

(b) At all times from the execution of this Agreement to the Closing Date, it shall maintain such casualty insurance with respect to the Real Property and Improvements against fire and other hazards as is presently insured and shall maintain liability insurance with respect to the Real Property and Improvements as is presently insured, and all such policies shall be kept in full force and effect until the Closing Date.

(c) From and after the date hereof through the earlier of termination of this Agreement or the Closing Date, other than an agreement with Skanska pertaining to maintenance of the Property, Seller shall not (i) enter into any lease affecting the Property or any portion thereof or (ii) modify, amend, cancel, terminate, extend or change the terms of any Permitted Exception, or (iii) enter into any other agreements with respect to the sale or lease of the Property or any portion thereof, in each case without the prior written consent of Buyer which may be granted or withheld in Buyer's sole discretion.

(d) From and after the date hereof through the earlier of termination of this Agreement or the Closing Date, Seller shall not enter into any new contracts or agreements unless terminable on or prior to the Closing Date or place any encumbrance on the Property, without the prior written consent of Buyer which may be granted or withheld in Buyer's sole discretion.

(e) During the pendency of this Agreement, Seller shall not remove from any of the Property any Personal Property, except if worn out, and then only if replaced by Personal Property of equivalent or greater value and utility except for equipment that shall be removed from the Property prior to the Closing Date, which excluded equipment Seller and Buyer will mutually agree upon prior to the expiration of the Inspection Period (as hereinafter defined) but in any event, agreement by Seller and Buyer on the excluded equipment will be a condition precedent to Closing.

(f) During the pendency of this Agreement, Seller shall promptly notify Buyer of the occurrence of any event or circumstance known to Seller that will make any representation or warranty of Seller to Buyer under this Agreement materially untrue or materially misleading as of the Closing Date or any covenant of Seller under this Agreement incapable of being performed.

(g) Seller agrees to terminate as of the Closing Date, any property management or service contract or agreement relating to the Property (each, a "Property Contract") unless Buyer requests otherwise, by written notice to Seller prior to the expiration of the Inspection Period. All costs and expenses that result from such terminations shall be paid by Seller. Any Property Contracts which Buyer designates not to be terminated shall be assigned to Buyer at Closing (the "Assigned Contracts").

(h) Seller shall make all records, invoices, bills and other information and materials relating to the operation of the Property available for Buyer to inspect and copy and shall cooperate fully on all reconciliations and audits, excepting however, any documents and information containing confidential and proprietary information pertaining to Seller.

(i) Seller shall assign all warranties, if any, and to the extent in Seller's possession, relating to the Property to Buyer at Closing.

4.3 **Buyer's Representations and Warranties.** Buyer hereby represents and warrants to Seller as of the date of this Agreement and as of the Closing Date that this Agreement has been duly authorized, executed and delivered by Buyer and all consents required under Buyer's organizational documents or by law have been obtained. All documents that are to be executed by Buyer and delivered to Buyer on the Closing Date have been, or on the Closing Date will be, duly executed, authorized and delivered by Buyer. This Agreement and all such documents are, and on the Closing Date will be, legal, valid and binding obligations of Buyer, enforceable in accordance with their terms and do not, and, at the time of the Closing Date will not, violate any provisions of any agreement or judicial or administrative order to which Buyer is a party or to which Buyer or Property (or any portion thereof) is subject.

ARTICLE 5 Access, Inspection, Diligence

5.1 **Inspections.** Seller agrees that Buyer and its authorized agents, contractors or representatives, if accompanied by a representative of Seller, shall be entitled to enter upon the Real Property and the Improvements during normal business hours upon 48 hours advance notice to Seller (which must be written, e-mail is sufficient), which notice shall include a written description of the scope of such investigations and due diligence activity to be performed or undertaken, to make such investigations, studies and tests including, without limitation, surveys, engineering studies, soil and groundwater tests (including test borings and pits) as Buyer deems necessary or advisable. Any inspections or tests conducted in connection with such inspections shall be conducted so as not to damage the Property and/or so as to minimize interference with the use of the Property by Seller. Buyer agrees to promptly repair or restore promptly any damage to the Property caused by Buyer, its agents, contractors and representatives. All such entries onto the Property shall be at the risk of Buyer, and except to the extent resulting from the gross negligence or willful misconduct of Seller or Seller's agents, contractors or representatives, Seller shall have no liability for any injuries sustained by Buyer or any of Buyer's agents, contractors or representatives. Buyer agrees to indemnify and hold Seller harmless from and against any and all loss, claim, action, demand, injury, death or liability incurred by Seller or the Property caused by any inspections, tests or studies of the Property, which indemnity shall survive Closing or termination of this Agreement, provided that, Buyer shall not be liable for any losses or liabilities resulting from (i) Buyer's investigations discovering or uncovering the existence of any environmental contamination or any other defects or conditions which affect the Property, or (ii) Seller's or Seller's agent's, employee's or contractor's gross negligence or willful misconduct. Upon completion of Buyer's investigations and tests, Buyer shall promptly, at the sole cost and expense of Buyer, to the extent reasonably practicable, restore the Property to substantially the same condition as it existed before Buyer's entry upon the Property.

5.2 Due Diligence Materials. During the period commencing on the Effective Date through July 25, 2018 (the "Inspection Period") and continuing thereafter until the Closing, Buyer and its representatives and agents shall have the right to commence and actively pursue such due diligence as it may deem prudent, Seller shall, during normal business hours, upon advance notice to Seller (which may be oral) make all books, records, plans, building specifications, contracts, agreements or other instruments or documents contained in Seller's files relating to the construction, operation and maintenance of the Property available to Buyer, excepting however, documents and information that contain confidential and proprietary information pertaining to Seller and Seller's business operations. Seller shall, to the extent in Seller's possession, also provide Buyer with copies of all certificates of occupancy for the Property and all studies, site analyses, engineers certificates, existing surveys, existing title insurance policies, contracts, leases, licenses, permits, operating agreements and architects certificates with respect to the Real Property that it has in its possession, or that it has access to, including, without limitation, (i) any site analyses with respect to oil, asbestos, underground storage tanks, Hazardous Substances, lead paint, lead plaster or asbestos on any portion of the Real Property and (ii) any reports regarding compliance with laws (including, but not limited to, ADA, zoning and all other land use matters). Seller agrees to make such items available to Buyer and Buyer's agents, at reasonable times at the mutual convenience of Buyer and Seller. If Buyer so requests, Seller shall request the preparers of any such studies, site analyses or surveys to issue the same for the direct benefit of Buyer, so that Buyer may rely on such site analyses or surveys as if they were prepared for Buyer in the first instance, in each case at Buyer's sole expense.

5.3 Termination by Buyer. In the event that Buyer's due diligence shall reveal any matters which are not acceptable to Buyer, or for any reason or no reason, in its sole discretion, Buyer may elect, by written notice to Seller, with a copy to the Title Company, on or before 5:00 pm eastern time on the last day of the Inspection Period, to elect not to proceed with the transaction described herein, in which event the Title Company is hereby required to return the Escrowed Amount in accordance with the Deposit Escrow Agreement and this Agreement shall be null and void without recourse to either party hereto. In the event that Buyer shall fail to give notice of termination on or before time and date set forth above, Buyer shall be deemed to have elected not to terminate this Agreement and shall proceed to Closing in accordance with the terms and conditions hereof.

ARTICLE 6 Title and Survey

6.1 Title and Survey Review. Buyer shall, during the Inspection Period, review title and survey matters. Buyer shall cause to be prepared for its behalf title insurance commitments, including such affirmative insurance and endorsements as Buyer may desire from the Title Company. Buyer may also cause to be prepared an ALTA/ACSM as built survey of the Real Property, certified to Buyer and the Title Company. Such title commitment and survey being referred to as "Title Evidence". By the end of the Inspection Period, Buyer will make such written objections ("Title Objections") to the form and/or contents of the Title Evidence as Buyer may wish. Buyer's failure to make Title Objections with respect to a particular matter within such time period will constitute a waiver of Title Objections with respect to a particular matter.

Any matter shown on such Title Evidence and not objected to by Buyer shall be a "Permitted Exception" hereunder. Seller will have until the Closing, if Seller so elects in Seller's sole discretion, to cure the Title Objections, and shall use reasonable efforts to cure any and all Title Objections, other than liens of an ascertainable amount created by Seller that encumber the Property ("Monetary Liens") which Seller shall remove or cure by payment of funds from Closing. Seller shall remove any encumbrances or exceptions to title which are created by, through or under Seller after the date of the Title Insurance Commitment and which are not consented to by Buyer under the terms hereof. Buyer shall have the right to a dollar-for-dollar adjustment under Article 3 in favor of Buyer in the amount of any Monetary Liens which are unsatisfied on the Closing Date. If the Title Objections are not cured prior to Closing, Buyer will have the option as its sole and exclusive remedies to (i) terminate this Agreement and receive a refund of the Escrowed Amount in accordance with the Deposit Escrow Agreement or (ii) proceed to close with a reduction in the Purchase Price for any Title Objections uncured by Seller. Notwithstanding anything contained herein to the contrary, other than the clearance of Monetary Liens, Seller shall not be obligated to clear or expend money to dispose of Title Objections or to undertake any legal action to do so.

6.2 Required State of Title. At the Closing, Seller shall convey by statutory quitclaim deed substantially in the form attached hereto as Schedule 6.2(a) to Buyer (or to Buyer's nominee) good and clear record and marketable fee simple title to all of the Land and the Improvements free and clear of any and all tenancies and other occupancies, liens, encumbrances, conditions, easements, assessments, restrictions and other conditions, except for the following:

- (a) The lien, if any, for real estate taxes not yet due and payable;
- (b) The Permitted Exceptions; and
- (c) Provisions of existing building and zoning laws.

6.3 Personal Property. At the Closing, Seller shall convey to Buyer by bill of sale substantially in the form attached hereto as Schedule 6.2(b) the Personal Property.

ARTICLE 7 Conditions to Seller's and Buyer's Performance

7.1 Conditions to Seller's Obligations. The obligations of Seller to consummate the transaction contemplated by this Agreement are, in addition to the other terms and conditions of this Agreement, subject to the following (any one or more of which may be waived in whole or in part by Seller at its discretion):

(a) Buyer having performed in all material respects all covenants and obligations required by this Agreement to be performed by Buyer on or prior to the Closing Date and Buyer's representations and warranties in this Agreement being true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date, and Buyer shall deliver a certificate to such effect at Closing;

- (b) Payment of the Purchase Price, as adjusted and prorated hereunder.

7.2 Conditions to Buyer's Obligations. The obligations of Buyer to consummate the transaction contemplated by this Agreement are, in addition to the other terms and conditions of this Agreement, subject to the following (any one or more of which may be waived in whole or in part by Buyer at its discretion):

- (a) The representations and warranties made by Seller in this Agreement being true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date, and Seller shall deliver a certificate to such effect at Closing;

- (b) Seller having performed in all material respects all covenants and obligations in all material respects required by this Agreement to be performed by Seller on or prior to the Closing Date;

- (c) All service and maintenance contracts not approved by and being assigned to Buyer shall have been terminated in accordance with Section 4.2(h) above;

- (d) Subject to Article 9 hereof, between the expiration of the Inspection Period and the Closing Date there shall have occurred no material adverse change in (i) the condition of the Property (including but not limited to the physical or environmental conditions thereof) and (ii) title, such as the appearance of title matters not previously disclosed in the Title Commitment; and

- (e) Buyer receiving, at Closing, an ALTA Owner's Extended Coverage Policy of Title Insurance insuring good, clear, record, marketable and fee simple title to the Property subject only to the Permitted Exceptions without exception for mechanic's liens or survey matters with local customary endorsements requested by Buyer.

ARTICLE 8 Closing

8.1 Escrow Closing. The consummation of the transaction contemplated in this Agreement (the "Closing") shall occur through an escrow closing conducted by the Title Company on July 31, 2018 (the "Closing Date"), or on such other date as may be agreed to in writing by Seller and Buyer. It is agreed that time is of the essence in this Agreement.

8.2 Seller's Closing Deliveries. On the Closing Date Seller shall deliver or cause to be delivered at its expense each of the following items to Buyer:

- (a) A duly executed and acknowledged quitclaim deed or deeds conveying the Real Property and the Improvements to Buyer with title as provided in Section 6.2, such deed or deeds to be in the form attached hereto as Schedule 8.2(a);

- (b) A duly executed bill of sale without warranties conveying the Personal Property to Buyer in the form attached hereto as Schedule 8.2(b);

- (c) A duly executed assignment and assumption of the Assigned Contracts and the Intangible (the "General Assignment") together with original counterparts of the Assigned Contracts and any warranties and guaranties and agreements, if any, governing the Intangible Property.
- (d) A certificate or certificates of non-foreign status from Seller in the form attached hereto as Schedule 8.2(e);
- (e) Customary affidavits sufficient for the Title Company to delete any exceptions for parties in possession, mechanic's or materialmen's liens from Buyer's title policy and such other affidavits relating to such title policy as the Title Company may reasonably request;
- (f) Evidence reasonably satisfactory to Buyer and the Title Company of Seller's legal existence and good standing and authority to convey the Property pursuant to this Agreement in form and substance satisfactory to Buyer and the Title Company;
- (g) A counterpart original of the closing statement setting forth the Purchase Price, the closing adjustments and the application of the Purchase Price as adjusted;
- (h) Any and all transfer tax returns, declarations of value or other documents required under applicable law or necessary for recordation of the quitclaim deed;
- (i) Evidence that all contracts relating to the Property (other than the Assigned Contracts) have been terminated;
- (j) Such other instruments as Buyer may reasonably request to effectuate the transaction contemplated by this Agreement without additional liability or expense to Seller;
- (k) All books, records, plans, specifications, contracts, agreements and other instruments or documents to the extent in the possession of Seller related to the construction, operation and maintenance of the Property excepting however, documents and information containing confidential and proprietary information pertaining to Seller and Seller's business operations;
- (l) Keys to all locks on the Property in Seller's possession or control, if any;
- (m) A Certificate from Seller stating that all representations and warranties set forth in Section 4.1 hereof remain true, accurate and complete as of the Closing Date; and
- (n) All releases and other documents necessary in order to discharge the withholding tax lien, if applicable, pursuant to R.I. Gen. Laws §44-30-71.3.

8.3 Buyer's Closing Deliveries. On the Closing Date Buyer shall deliver or cause to be delivered at its expense each of the following to Seller:

- (a) A counterpart original of the closing statement setting forth the closing adjustments;
- (b) Such other instruments as Seller may reasonably request to effectuate the transaction contemplated by this Agreement, including a date down of Buyer's representations and warranties made in this Agreement, without additional liability or expense to Buyer; and;
- (c) The balance of the Purchase Price in immediately available funds by federal wire transfer

8.4 Delivery of Deposit. On the Closing Date the Title Company shall deliver or cause to be delivered the Escrowed Amount pursuant to the terms of the Deposit Escrow Agreement.

ARTICLE 9 Casualty and Condemnation

9.1 Casualty. If any of the Improvements are damaged by fire or any other casualty (the cost for repair of which is reasonably estimated to exceed \$200,000 and are not substantially restored to the condition immediately prior to such casualty before the Closing Date, Buyer shall have the following elections:

- (a) to acquire the Property in its then condition and pay the Purchase Price without regard to the casualty, in which event Seller shall pay over or assign to Buyer, on delivery of the quitclaim deed, (i) all amounts recovered or recoverable by Seller on account of any insurance as a result of such casualty, less amounts reasonably expended by Seller for partial restoration; and (ii) an amount of money equal to Seller's insurance deductible; or
- (b) to terminate this Agreement in which event the Title Company shall return the Escrowed Amount pursuant to the terms of the Deposit Escrow Agreement, this Agreement shall terminate and neither Seller nor Buyer shall have any recourse against the other.

9.2 Condemnation. If any portion of or interest in the Property shall be taken or is in the process of being taken and Seller receives written notice thereof by exercise of the power of eminent domain or if any governmental authority notifies Seller in writing prior to the Closing Date of its intent to take or acquire any portion of or interest in the Property (each an "Eminent Domain Taking"), Seller shall give notice promptly to Buyer of such event and Buyer shall have the option to terminate this Agreement by providing notice to Seller to such effect on or before the date which is ten (10) days from Seller's notice to Buyer of such Eminent Domain Taking or on the Closing Date, whichever occurs first, in which event the Escrow Agent shall return the Escrowed Amount pursuant to the terms of the Deposit Escrow Agreement, this Agreement shall terminate, and neither Seller nor Buyer shall have any recourse against the other. If Buyer does not timely notify Seller of its election to terminate this Agreement, Buyer shall purchase the Property and pay the Purchase Price, and Seller shall pay over or assign to Buyer on delivery of the quitclaim deed all awards recovered or recoverable by Seller on account of such Eminent Domain Taking, less any amounts reasonably expended by Seller in obtaining such award.

ARTICLE 10 Brokerage Commissions

10.1 Representations and Indemnity. Seller and Buyer each mutually represent and warrant to the other that they have not dealt with, and are not obligated to pay, any fees or commissions to any broker in connection with the transaction contemplated by this Agreement other than Hayes & Sherry (for the Seller) and Newmark Knight Frank (for the Buyer) (the "Brokers"). Seller is responsible for the compensation of the Brokers pursuant to a separate agreement. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against all liabilities, costs, damages and expenses (including reasonable attorneys' fees) arising from any claims for brokerage or finder's fees, commissions or other similar fees in connection with the transaction covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by Seller or on Seller's behalf. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against all liabilities, costs, damages and expenses (including reasonable attorneys' fees) arising from any claims for brokerage or finders' fees, commissions or other similar fees in connection with the transaction covered by this Agreement insofar as such claims shall be based upon alleged arrangements or agreements made by Buyer or on Buyer's behalf, other than with the Brokers. The covenants and agreements contained in this Article shall survive the termination of this Agreement or the Closing of the transaction contemplated hereunder.

ARTICLE 11 Default, Termination and Remedies

11.1 Seller Default. In the event that Seller breaches or shall have failed in any material respect on the Closing Date to have performed any of the covenants and agreements contained in this Agreement which are to be performed by Seller on or before the Closing Date, any representation or warranty of Seller herein was untrue when made, or Seller shall have caused any representation or warranty to become untrue between the date of this Agreement and the Closing, then Buyer shall have the right to take any and all legal actions necessary to compel Seller's specific performance hereunder (it being acknowledged that damages at law would be an inadequate remedy), and to consummate the transaction contemplated by this Agreement in accordance with the provisions of this Agreement. In the event all of the conditions listed in Section 7.2 have not been satisfied or waived, Buyer may elect to terminate this Agreement and receive the Escrowed Amount and this Agreement shall be null and void without further recourse to either party hereto. Notwithstanding anything to the contrary contained herein, should specific performance be unavailable and rendered meaningless to Buyer due to a willful action of Seller in violation of this Agreement such as the conveyance of the Property to a third party prior to the Closing Date, Buyer shall be entitled to a reimbursement from Seller of Buyer's actual and documented out-of-pocket third party costs incurred in connection with this transaction, not to exceed an amount of One Hundred Fifty Thousand Dollars (\$150,000), which reimbursement right shall survive the termination of this Agreement.

11.2 Buyer Default. In the event all of the conditions to Closing contained in Section 7.2 above have been satisfied and Buyer defaults in its obligation to close hereunder, Seller shall be entitled to receive the Escrowed Amount as liquidated damages, in lieu of all other remedies available to Seller at law or in equity for such default. Seller and Buyer agree

that the damages resulting to Seller as a result of such default by Buyer as of the date of this Agreement are difficult or impossible to ascertain and the liquidated damages set forth in the preceding sentence constitute Buyer's and Seller's reasonable estimate of such damages.

ARTICLE 12 Miscellaneous

12.1 Assignment. Buyer may assign or transfer its rights under this Agreement to any affiliate in which it has a substantial (direct or indirect) economic interest, successor by operation of law, wholly owned subsidiary, entity controlled by Buyer or under common control with Buyer and to any entity owning all or substantially all of the assets of Buyer. The covenants and agreements contained in this Agreement shall extend to and be obligatory upon the permitted successors and assigns of the respective parties to this Agreement.

12.2 Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed given (i) when delivered or refused by hand during regular business hours, (ii) three (3) days after being sent by United States Postal Service, registered or certified mail, postage prepaid, return receipt requested and first class mail, postage prepaid, (iii) the next business day if sent by a reputable national overnight express mail service that provides tracing and proof of receipt or refusal of items mailed, or (iv) when sent if sent by facsimile during business hours, addressed to Seller or Buyer, as the case may be, at the address or addresses or facsimile number set forth below or such other addresses as the parties may designate in a notice similarly sent. Any notice given by a party to Escrow Agent shall be simultaneously given to the other party. Any notice given by a party to the other party relating to its entitlement to the Escrowed Amount shall be simultaneously given to the Escrow Agent. Notices to Seller, Buyer and/or Escrow Agent shall be delivered as follows:

(a) If to Seller:

Alexion Pharmaceuticals, Inc.
100 College Street
New Haven, CT 06510
Attn : Anthony Franco - Associate Director, Operations Strategy
Phone: 1.203.676.7941
Email: Anthony.Franco@Alexion.com

and

Alexion Pharmaceuticals, Inc.
121 Seaport Boulevard
Boston, MA 02210
Attn: Paul Clancy, CFO

And

Alexion Pharmaceuticals, Inc.
121 Seaport Boulevard

Boston, MA 02210
Attn: General Counsel

with a copy to:

Hinckley Allen LLP
100 Westminister Street, Suite 1500
Providence, RI 02903-2319
Attn: David I. Lough, Esq.
Phone: 401-457-5198
Email: dlough@hinckleyallen.com

If to Buyer:

Rubius Therapeutics, Inc.
325 Vassar Street
Cambridge, MA 02139
Attn: Andrew Oh, CFO
Phone: 781-742-4326
Email: aoh@rubiustx.com

with a copy to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02110
Attn: Alexander Randall, Esq.
Phone: 617.570.1425
Email: arandall@goodwinlaw.com

If to the Title Company:

Chicago Title Insurance Company
One State Street — 6th Floor
Providence, RI 02908
Attn: Ann-Marie Widmann
Phone: 401-450-3821
Email: Ann.Widmann@ctt.com

12.3 Interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

12.4 Captions. The captions used in connection with the Articles of this Agreement are for convenience only and shall not be deemed to extend, limit or otherwise define or construe the meaning of the language of this Agreement.

12.5 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

12.6 Amendments. This Agreement may be amended only by a written instrument executed by Seller and Buyer (or Buyer's permitted assignee or permitted transferee).

12.7 Integration. This Agreement (including the schedules and exhibits) embodies the entire agreement between Seller and Buyer with respect to the transactions contemplated in this Agreement, and there have been and are no covenants, agreements, representations, warranties or restrictions between Seller and Buyer with regard thereto other than those set forth or provided for in this Agreement.

12.8 Choice of Law. This Agreement shall be construed under and in accordance with the laws of the State where the Property is located.

12.9 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that both Buyer and Seller are not signatory to the same counterpart.

12.10 Business Day. In the event any date hereunder (including the Closing Date) falls on a Saturday, Sunday or Legal Holiday, the date applicable shall be the next business day.

12.11 Acceptance of the Deed.

The acceptance of the quitclaim deed by the Buyer shall be deemed to be full performance and discharge of all agreements and obligations of the Seller herein contained, except those agreements and obligations expressly intended to survive Closing in this Agreement.

12.12 No Recording of Agreement.

The parties hereto agree that neither this Agreement nor any memorandum or notice thereof shall be recorded with the Smithfield, Rhode Island Records of Land Evidence. Buyer further agrees that the recording of this Agreement, or of any memorandum or short form thereof, by or at the instance of Buyer shall constitute, at Seller's election, a default by Buyer hereunder. Upon Seller's giving notice of such default to Buyer, this Agreement shall terminate and be of no further force or effect except for the provisions of Section 11.2 hereof and those indemnities which expressly survive the termination of this Agreement, and the recording of such notice to Buyer shall be deemed sufficient and adequate notice to third parties that this Agreement is void and of no further force and effect. Notwithstanding anything to the contrary contained herein, in no event shall either party be prohibited from filing this Agreement with the Securities and Exchange Commission ("SEC") to the extent that either party is required to do so pursuant to applicable SEC requirements. The filing of this Agreement with the SEC is not intended to create a cloud on title related to the Real Property.

12.13 Confidentiality.

Subject to those disclosure rights set forth in Section 12.12 above, the Buyer and Seller shall agree to hold all information concerning the Seller's business and the Property in confidence and the Seller and the Buyer agree to hold in confidence the terms and conditions of this Agreement and shall not disclose any such information, except that the parties may disclose such information to their respective owners, officers, directors, employees, insurance companies, legal counsel, investors, financial advisors and similar third parties who need to review the same in connection with the transaction proposed hereby and who are bound by obligations of confidentiality with respect to such information. The foregoing restrictions shall not apply to disclosures of information required by law or court order, or to information concerning the Property or the Seller's business that is available to the general public other than through the disclosure by the Buyer or its agents in violation of this Agreement.

12.14 Time of the Essence. Time is of the essence of this Agreement.

12.15 Use of Proceeds to Clear Title. To enable Seller to make conveyance as herein provided, Seller may, at the time of Closing, use the Purchase Price or any portion thereof to clear the title of any or all encumbrances or interests, provided that provisions reasonably satisfactory to Buyer's attorney is made for prompt recording of all instruments so procured in accordance with conveyancing practice in the jurisdiction in which the Property is located.

12.16 Submission not an Offer or Option. The submission of this Agreement or a summary of some or all of its provisions for examination or negotiation by Buyer or Seller does not constitute an offer by Seller or Buyer to enter into an agreement to sell or purchase the Property, and neither party shall be bound to the other with respect to any such purchase and sale until a definitive agreement satisfactory to the Buyer and Seller in their sole discretion is executed and delivered by both Seller and Buyer.

12.17 Index of Definitions. Schedule 12.4 consists of an index to be used in locating definitions appearing in this Agreement.

ARTICLE 13 IRS Form 1099-S Designation

13.1 Designee. In order to comply with information reporting requirements of Section 6045(e) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder, the parties agree (i) to execute an IRS Form 1099-S Designation Agreement in the form attached hereto as Schedule 13.1 at or prior to the Closing to designate the Escrow Agent (the "Designee") as the party who shall be responsible for reporting the contemplated sale of the Property to the Internal Revenue Service (the "IRS") on IRS Form 1099-S; (ii) to provide the Designee with the information necessary to complete Form 1099-S; (iii) that the Designee shall not be liable for the actions taken under this Agreement, or for the consequences of those actions, except as they may be the result of gross negligence or willful misconduct on the part of the Designee; and (iv) that the Designee shall be indemnified by the parties for any costs or expenses incurred as a result of the actions taken hereunder, except as they may be the result of gross negligence or willful misconduct on the part of the Designee.

The Designee shall provide all parties to this transaction with copies of the IRS Forms 1099-S filed with the IRS and with any other documents used to complete IRS Form 1099-S.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first set forth above.

SELLER:

ALEXION PHARMACEUTICALS, INC.

By: /s/ Paul J. Clancy

Name: Paul J. Clancy

Title: CFO

BUYER:

RUBIUS THERAPEUTICS, INC.

By: /s/ Pablo J. Cagnoni

Name: Pablo J. Cagnoni

Title: Chief Executive Officer
