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 001-37687

EDITAS MEDICINE, INC.
(Exact name of registrant as specified in its charter)

Delaware	**46-4097528**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
11 Hurley Street Cambridge, Massachusetts	**02141**
(Address of principal executive offices)	**(Zip Code)**

(617) 401-9000
(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**
Common Stock, $0.0001 par value per share	EDIT	The Nasdaq Stock Market LLC

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 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 "emerging growth company" in Rule 12b-2 of the Exchange Act.

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

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

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

The number of shares of Common Stock outstanding as of October 27, 2023 was 81,673,688.

Editas Medicine, Inc.
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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

Editas Medicine, Inc.
Condensed Consolidated Balance Sheets
(unaudited)
(amounts in thousands, except share and per share data)

	September 30, 2023	December 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	$ 82,537	$ 141,522
Marketable securities	267,080	202,752
Accounts receivable	2,422	5,145
Prepaid expenses and other current assets	6,564	7,335
Total current assets	358,603	356,754
Marketable securities	96,797	93,097
Property and equipment, net	11,559	15,569
Right-of-use assets	31,936	43,648
Restricted cash and other non-current assets	5,755	5,253
Total assets	$ 504,650	$ 514,321
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 10,411	$ 9,511
Accrued expenses	30,278	31,296
Deferred revenue, current	8,221	8,221
Operating lease liabilities	9,693	11,082
Total current liabilities	58,603	60,110
Operating lease liabilities, net of current portion	24,918	32,864
Deferred revenue, net of current portion	60,667	60,667
Total liabilities	144,188	153,641
Stockholders' equity		
Preferred stock, $0.0001 par value per share: 5,000,000 shares authorized; no shares issued or outstanding	—	—
Common stock, $0.0001 par value per share: 195,000,000 shares authorized; 81,668,796 and 68,847,382 shares issued and outstanding at September 30, 2023 and December 31, 2022, respectively	8	7
Additional paid-in capital	1,574,382	1,442,405
Accumulated other comprehensive loss	(1,452)	(3,601)
Accumulated deficit	(1,212,476)	(1,078,131)
Total stockholders' equity	360,462	360,680
Total liabilities and stockholders' equity	$ 504,650	$ 514,321

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

Editas Medicine, Inc.
Condensed Consolidated Statements of Operations
(unaudited)
(amounts in thousands, except share and per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Collaboration and other research and development revenues	$ 5,336	$ 42	$ 18,074	$ 13,176
Operating expenses:				
Research and development	40,512	41,326	108,095	122,960
General and administrative	14,987	16,236	55,198	52,720
Total operating expenses	55,499	57,562	163,293	175,680
Operating loss	(50,163)	(57,520)	(145,219)	(162,504)
Other income, net:				
Other income (expense), net	—	1	(1,590)	4
Interest income, net	5,144	1,793	12,464	2,806
Total other income, net	5,144	1,794	10,874	2,810
Net loss	$ (45,019)	$ (55,726)	$ (134,345)	$ (159,694)
Net loss per share, basic and diluted	$ (0.55)	$ (0.81)	$ (1.81)	$ (2.33)
Weighted-average common shares outstanding, basic and diluted	81,648,250	68,736,125	74,029,645	68,621,574

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

Editas Medicine, Inc.
Condensed Consolidated Statements of Comprehensive Loss
(unaudited)
(amounts in thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Net loss	$ (45,019)	$ (55,726)	$ (134,345)	$ (159,694)
Other comprehensive loss:				
Unrealized gain (loss) on marketable debt securities	833	(904)	2,149	(3,798)
Comprehensive loss	$ (44,186)	$ (56,630)	$ (132,196)	$ (163,492)

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

Editas Medicine, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(unaudited)
(amounts in thousands, except share data)

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive (Loss) Gain	Other Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balance at December 31, 2022	68,847,382	$ 7	$ 1,442,405	$ (3,601)	$ (1,078,131)	$ 360,680
Vesting of restricted common stock awards	146,209	—	—	—	—	—
Stock-based compensation expense	—	—	4,507	—	—	4,507
Unrealized gain on marketable debt securities	—	—	—	1,322	—	1,322
Net loss	—	—	—	—	(49,036)	(49,036)
Balance at March 31, 2023	68,993,591	$ 7	$ 1,446,912	$ (2,279)	$ (1,127,167)	$ 317,473
Issuance of common stock from public offering, net commissions, underwriting discounts and offering costs	12,500,000	1	117,078	—	—	117,079
Exercise of stock options	3,122	—	11	—	—	11
Stock-based compensation expense	—	—	5,215	—	—	5,215
Vesting of restricted common stock awards	64,492	—	—	—	—	—
Issuance of common stock under employee stock purchase plan	55,704	—	435	—	—	435
Unrealized loss on marketable debt securities	—	—	—	(6)	—	(6)
Net loss	—	—	—	—	(40,290)	(40,290)
Balance at June 30, 2023	81,616,909	$ 8	$ 1,569,651	$ (2,285)	$ (1,167,457)	$ 399,917
Stock-based compensation expense	—	—	4,731	—	—	4,731
Vesting of restricted common stock awards	51,887	—	—	—	—	—
Unrealized gain on marketable debt securities	—	—	—	833	—	833
Net loss	—	—	—	—	(45,019)	(45,019)
Balance at September 30, 2023	81,668,796	$ 8	$ 1,574,382	$ (1,452)	$ (1,212,476)	$ 360,462

	Common Stock		Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Other Accumulated Deficit	Total Stockholders' Equity
	Shares	Amount				
Balance at December 31, 2021	68,435,257	$ 7	$ 1,411,827	$ (493)	$ (857,699)	$ 553,642
Exercise of stock options	12,573	—	218	—	—	218
Vesting of restricted common stock awards	154,834	—	—	—	—	—
Stock-based compensation expense	—	—	11,431	—	—	11,431
Unrealized loss on marketable debt securities	—	—	—	(2,016)	—	(2,016)
Net loss	—	—	—	—	(50,515)	(50,515)
Balance at March 31, 2022	68,602,664	$ 7	$ 1,423,476	$ (2,509)	$ (908,214)	$ 512,760
Exercise of stock options	20	—	—	—	—	—
Vesting of restricted common stock awards	77,884	—	—	—	—	—
Stock-based compensation expense	—	—	6,618	—	—	6,618
Issuance of common stock under employee stock purchase plan	37,866	—	367	—	—	367
Unrealized loss on marketable debt securities	—	—	—	(878)	—	(878)
Net loss	—	—	—	—	(53,453)	(53,453)
Balance at June 30, 2022	68,718,434	$ 7	$ 1,430,461	$ (3,387)	$ (961,667)	$ 465,414
Exercise of stock options	4,976	—	80	—	—	80
Vesting of restricted common stock awards	38,319	—	—	—	—	—
Stock-based compensation expense	—	—	5,881	—	—	5,881
Unrealized loss on marketable debt securities	—	—	—	(904)	—	(904)
Net loss	—	—	—	—	(55,726)	(55,726)
Balance at September 30, 2022	68,761,729	$ 7	$ 1,436,422	$ (4,291)	$ (1,017,393)	$ 414,745

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

Editas Medicine, Inc.
Condensed Consolidated Statements of Cash Flows
(unaudited)
(amounts in thousands)

	Nine Months Ended September 30,	
	2023	2022
Cash flow from operating activities		
Net loss	$ (134,345)	$ (159,694)
Adjustments to reconcile net loss to net cash used in operating activities:		
Stock-based compensation expense	14,453	23,930
Depreciation	4,598	4,760
Loss on disposal of fixed assets	1,583	—
Net amortization of premiums and discounts on marketable securities	(2,720)	(226)
Changes in operating assets and liabilities:		
Accounts receivable	2,723	147
Prepaid expenses and other current assets	771	307
Right-of-use assets	11,712	3,641
Other non-current assets	(502)	(719)
Accounts payable	1,102	1,674
Accrued expenses	22	(485)
Deferred revenue	—	(3,333)
Operating lease liabilities	(9,335)	(5,078)
Net cash used in operating activities	(109,938)	(135,076)
Cash flow from investing activities		
Purchases of property and equipment	(3,412)	(3,494)
Proceeds from the sale of equipment	—	18
Purchases of marketable securities	(219,764)	(209,782)
Proceeds from maturities of marketable securities	156,605	354,854
Net cash (used in) provided by investing activities	(66,571)	141,596
Cash flow from financing activities		
Proceeds from offering of common stock, net of issuance costs	117,079	—
Proceeds from exercise of stock options	11	298
Proceeds from issuance of common stock under employee stock purchase plan	435	367
Net cash provided by financing activities	117,525	665
Net (decrease) increase in cash, cash equivalents, and restricted cash	(58,984)	7,185
Cash, cash equivalents, and restricted cash, beginning of period	145,399	207,396
Cash, cash equivalents, and restricted cash, end of period	$ 86,415	$ 214,581
Supplemental disclosure of cash and non-cash activities:		
Fixed asset additions included in accounts payable and accrued expenses	$ 199	$ 413
Cash paid in connection with operating lease liabilities	9,103	11,894
Right-of-use assets obtained in exchange of operating lease obligations	1,069	4,708

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

Editas Medicine, Inc.
Notes to Condensed Consolidated Financial Statements
(unaudited)

1. Nature of Business

Editas Medicine, Inc. (the "Company") is a clinical stage genome editing company dedicated to developing potentially transformative genomic medicines to treat a broad range of serious diseases. The Company was incorporated in the state of Delaware in September 2013. Its principal offices are in Cambridge, Massachusetts.

Since its inception, the Company has devoted substantially all of its efforts to business planning, research and development, recruiting management and technical staff, and raising capital. The Company has primarily financed its operations through various equity financings, payments received under a research collaboration with Juno Therapeutics, Inc., a wholly-owned subsidiary of the Bristol-Myers Squibb Company ("BMS"), and payments received under a strategic alliance and option agreement with Allergan Pharmaceuticals International Limited, which was terminated in August 2020.

The Company is subject to risks common to companies in the biotechnology industry, including but not limited to, risks of failure of preclinical studies and clinical trials, the need to obtain marketing approval for any drug product candidate that it may identify and develop, the need to successfully commercialize and gain market acceptance of its product candidates, dependence on key personnel, protection of proprietary technology, compliance with government regulations, development by competitors of technological innovations and ability to transition from pilot-scale manufacturing to large-scale production of products.

Liquidity

In June 2023, the Company completed a public offering in which it sold 12,500,000 shares of its common stock and received net proceeds of approximately $117.1 million after deducting underwriting discounts and commissions and other offering costs. In May 2021, the Company entered into a common stock sales agreement with Cowen and Company, LLC ("Cowen"), under which the Company from time to time can issue and sell shares of its common stock through Cowen in at-the-market offerings for aggregate gross sale proceeds of up to $300.0 million (the "ATM Facility"). As of September 30, 2023, the Company has not sold any shares of its common stock under the ATM Facility.

The Company has incurred annual net operating losses in every year since its inception. The Company expects that its existing cash, cash equivalents and marketable securities at September 30, 2023, will enable it to fund its operating expenses and capital expenditure requirements into the third quarter of 2025. The Company had an accumulated deficit of $1.2 billion at September 30, 2023, and will require substantial additional capital to fund its operations. The Company has never generated any product revenue. There can be no assurance that the Company will be able to obtain additional debt or equity financing or generate product revenue or revenues from collaborative partners, on terms acceptable to the Company, on a timely basis or at all. The failure of the Company to obtain sufficient funds on acceptable terms when needed could have a material adverse effect on the Company's business, results of operations, and financial condition.

2. Summary of Significant Accounting Policies

Unaudited Interim Financial Information

The condensed consolidated financial statements of the Company included herein have been prepared, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (the "SEC"). Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") have been condensed or omitted from this report, as is permitted by such rules and regulations. Accordingly, these condensed consolidated financial statements should be read in conjunction with the financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022 (the "Annual Report").

The unaudited condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries, Editas Securities Corporation and Editas Medicine, LLC. All intercompany transactions and balances of the subsidiaries have been eliminated in consolidation. In the opinion of management, the information furnished reflects all adjustments, all of which are of a normal and recurring nature, necessary for a fair presentation of the results for the reported interim periods. The Company considers events or transactions that occur after the balance sheet date but before

the financial statements are issued to provide additional evidence relative to certain estimates or to identify matters that require additional disclosure. The three months ended September 30, 2023 and 2022 are referred to as the third quarter of 2023 and 2022, respectively. The results of operations for interim periods are not necessarily indicative of results to be expected for the full year or any other interim period.

Summary of Significant Accounting Policies

The Company's significant accounting policies are described in Note 2, "Summary of Significant Accounting Policies," to the consolidated financial statements included in the Annual Report. There have been no material changes to the significant accounting policies previously disclosed in the Annual Report.

3. Cash Equivalents and Marketable Securities

Cash equivalents and marketable securities consisted of the following at September 30, 2023 (in thousands):

	Amortized Cost	Allowance for Credit Losses	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash equivalents and marketable securities:					
Government agency securities	$ 171,404	$ —	$ —	$ (1,197)	$ 170,207
U.S. Treasuries	143,261	—	22	(12)	143,271
Money market funds	82,537	—	—	—	82,537
Corporate notes/bonds	38,066	—	—	(254)	37,812
Commercial paper	12,598	—	—	(11)	12,587
Total	$ 447,866	$ —	$ 22	$ (1,474)	$ 446,414

Cash equivalents and marketable securities consisted of the following at December 31, 2022 (in thousands):

	Amortized Cost	Allowance for Credit Losses	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Cash equivalents and marketable securities:					
Government agency securities	$ 161,902	$ —	$ 11	$ (2,556)	$ 159,357
Money market funds	141,522	—	—	—	141,522
Corporate notes/bonds	57,575	—	2	(694)	56,883
U.S. Treasuries	50,019	—	3	(229)	49,793
Commercial paper	29,954	—	3	(141)	29,816
Total	$ 440,972	$ —	$ 19	$ (3,620)	$ 437,371

As of September 30, 2023, the Company did not hold any marketable securities that had been in an unrealized loss position for more than twelve months. Furthermore, the Company has determined that there were no material changes in the credit risk of the securities. As of September 30, 2023, the Company holds 29 securities with an aggregate fair value of $96.8 million that had remaining maturities greater than one year.

There were no realized gains or losses on available-for-sale securities during the nine months ended September 30, 2023 or 2022.

4. Fair Value Measurements

Assets measured at fair value on a recurring basis as of September 30, 2023 were as follows (in thousands):

	September 30, 2023	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash equivalents:				
Money market funds	$ 82,537	$ 82,537	$ —	$ —
Marketable securities:				
Government agency securities	170,207	—	170,207	—
Corporate notes/bonds	37,812	—	37,812	—
Commercial paper	12,587	—	12,587	—
U.S. Treasuries	143,271	143,271	—	—
Restricted cash and other non-current assets:				
Money market funds	3,877	3,877	—	—
Total financial assets	$ 450,291	$ 229,685	$ 220,606	$ —

Assets measured at fair value on a recurring basis as of December 31, 2022 were as follows (in thousands):

	December 31, 2022	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash equivalents:				
Money market funds	$ 141,522	$ 141,522	$ —	$ —
Marketable securities:				
Government agency securities	159,357	—	159,357	—
Corporate bonds	56,883	—	56,883	—
U.S. Treasuries	49,793	49,793	—	—
Commercial paper	29,816	—	29,816	—
Restricted cash and other non-current assets:				
Money market funds	3,877	3,877	—	—
Total financial assets	$ 441,248	$ 195,192	$ 246,056	$ —

5. Accrued Expenses

Accrued expenses consisted of the following (in thousands):

	September 30, 2023	December 31, 2022
External research and development expenses	$ 17,135	$ 16,452
Employee related expenses	9,536	10,140
Intellectual property and patent related fees	1,385	1,809
Professional service expenses	943	1,260
Other expenses	1,279	1,635
Total accrued expenses	$ 30,278	$ 31,296

6. Property and Equipment, net

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

	September 30, 2023	December 31, 2022
Laboratory equipment	$ 24,940	$ 24,407
Leasehold improvements	9,648	9,761
Computer equipment	875	875
Construction-in-progress	623	1,573
Furniture and office equipment	264	264
Software	215	215
Total property and equipment	36,565	37,095
Less: accumulated depreciation	(25,006)	(21,526)
Property and equipment, net	$ 11,559	$ 15,569

7. Commitments and Contingencies

In the second quarter of 2023, we entered into a license and service agreement pursuant to which we will lease manufacturing space for our continued research and development activities. As of September 30, 2023, the lease has not commenced for accounting purposes and it is not expected to commence until the second quarter of 2024. The license and service agreement provides for total remaining lease payments of up to $87.8 million over a 10-year lease term. The Company may terminate the license and service agreement in its discretion upon twelve months' prior written notice.

The Company is a party to a number of license agreements under which the Company licenses patents, patent applications and other intellectual property from third parties. As such, the Company is obligated to pay licensors for various costs including upfront licenses fees, annual license fees, certain licensor expense reimbursements, success payments, research funding payments, and milestones triggerable upon certain development, regulatory, and commercial events as well as royalties on future products. These contracts are generally cancellable, with notice, at the Company’s option and do not have significant cancellation penalties. The terms and conditions as well as the accounting analysis for the Company’s significant commitments and contingencies are described in Note 8, “Commitments and Contingencies” to the consolidated financial statements included in the Annual Report. There have been no material changes to the terms and conditions, or the accounting conclusions, previously disclosed in the Annual Report.

Licensor Expense Reimbursement

The Company is obligated to reimburse The Broad Institute, Inc. (“Broad”) and the President and Fellows of Harvard College (“Harvard”) for expenses incurred by each of them associated with the prosecution and maintenance of the patent rights that the Company licenses from them pursuant to the license agreement by and among the Company, Broad and Harvard, including the interference and opposition proceedings involving patents licensed to the Company under the license agreement, and other license agreements between the Company and Broad. As such, the Company anticipates that it has a substantial commitment in connection with these proceedings until such time as these proceedings have been resolved, but the amount of such commitment is not determinable. The Company incurred an aggregate of $1.5 million and $6.1 million in expense during the three and nine months ended September 30, 2023, respectively, for such reimbursement. The Company incurred an aggregate of $2.2 million and $6.1 million in expense during the three and nine months ended September 30, 2022, respectively, for such reimbursement.

8. Collaboration and Profit-Sharing Agreements

The Company has entered into multiple collaborations, out-licenses and strategic alliances with third parties that typically involve payments to or from the Company, including up-front payments, payments for research and development services, option payments, milestone payments and royalty payments to or from the Company. The terms and conditions as well as the accounting analysis for the Company’s significant collaborations, out-licenses and strategic alliances are described in Note 9, “Collaboration and Profit-Sharing Agreements” to the consolidated financial statements included in the Annual Report. There have been no material changes to the terms and conditions, or the accounting conclusions, previously disclosed in the Annual Report.

Collaboration Revenue

As of September 30, 2023, the Company's contract liabilities were primarily related to the Company's collaboration with BMS. The following table presents changes in the Company's accounts receivable and contract liabilities for the nine months ended September 30, 2023 (in thousands):

	Balance at December 31, 2022	Additions	Deductions	Balance at September 30, 2023
Accounts receivable	$ 5,145	$ 2,277	$ (5,000)	$ 2,422
Contract liabilities:				
Deferred revenue	$ 68,888	$ —	$ —	$ 68,888

During the three and nine months ended September 30, 2023, the Company did not recognize any collaboration revenue that had been allocated to deferred revenue from BMS.

9. Stock-based Compensation

Total compensation cost recognized for all stock-based compensation awards in the condensed consolidated statements of operations was as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2023	2022	2023	2022
Research and development	$ 2,571	$ 3,045	$ 7,182	$ 9,803
General and administrative	2,160	2,836	7,271	14,127
Total stock-based compensation expense	$ 4,731	$ 5,881	$ 14,453	$ 23,930

Restricted Stock Unit Awards

The following is a summary of restricted stock unit awards activity for the nine months ended September 30, 2023:

	Shares	Weighted Average Grant Date Fair Value Per Share
Unvested restricted stock unit awards as of December 31, 2022	1,499,070	$ 18.70
Issued	1,331,578	$ 8.71
Vested	(262,588)	$ 19.87
Forfeited	(462,777)	$ 18.86
Unvested restricted stock unit awards as of September 30, 2023	2,105,283	$ 12.20

The restricted stock units issued in the nine months ended September 30, 2023 include 437,842 units granted to certain employees that contain performance-based vesting provisions. The Company recognizes the fair value of the performance-based units through the expected achievement date if the performance-based vesting provisions are deemed probable.

As of September 30, 2023, total unrecognized compensation expense related to unvested restricted stock unit awards was $13.2 million, which the Company expects to recognize over a remaining weighted-average period of 2.54 years.

Stock Options

The following is a summary of stock option activity for the nine months ended September 30, 2023:

	Shares	Weighted Average Exercise Price	Remaining Contractual Life (years)	Aggregate Intrinsic Value
Outstanding at December 31, 2022	5,276,148	$ 23.99	8.00	$ 402
Granted	2,195,300	$ 8.74		
Exercised	(3,122)	$ 3.38		
Cancelled	(1,467,700)	$ 30.95		
Outstanding at September 30, 2023	6,000,626	$ 16.72	7.83	$ 342
Exercisable at September 30, 2023	2,449,032	$ 22.72	6.34	$ 279

As of September 30, 2023, total unrecognized compensation expense related to stock options was $28.1 million, which the Company expects to recognize over a remaining weighted-average period of 2.70 years.

10. Net Loss per Share

Basic net loss per common share is calculated by dividing the net loss attributable to common stockholders by the weighted average number of shares of common stock outstanding during the period, without consideration for potentially dilutive securities. Diluted net loss per share is computed by dividing the net loss attributable to common stockholders by the weighted average number of shares of common stock and potentially dilutive securities outstanding for the period determined using the treasury stock and if converted methods. Contingently issuable shares are included in the calculation of basic loss per share as of the beginning of the period in which all the necessary conditions have been satisfied. Contingently issuable shares are included in diluted loss per share based on the number of shares, if any, that would be issuable under the terms of the arrangement if the end of the reporting period was the end of the contingency period, if the results are dilutive.

For purposes of the diluted net loss per share calculation, unvested restricted stock unit awards and outstanding stock options are considered to be common stock equivalents, but they were excluded from the Company's calculation of diluted net loss per share allocable to common stockholders because their inclusion would have been anti-dilutive. Therefore, basic and diluted net loss per share applicable to common stockholders were the same for all periods presented.

The following common stock equivalents were excluded from the calculation of diluted net loss per share allocable to common stockholders because their inclusion would have been anti-dilutive:

	September 30,	
	2023	2022
Unvested restricted stock unit awards	2,105,283	1,503,682
Outstanding stock options	6,000,626	5,216,124
Total	8,105,909	6,719,806

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 our condensed consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2022, which was filed with the Securities and Exchange Commission ("SEC") on February 22, 2023 (the "Annual Report").

This Quarterly Report on Form 10-Q contains forward-looking statements that involve substantial risks and uncertainties. The words "anticipate," "believe," "estimate," "expect," "intend," "may," "plan," "predict," "project," "would" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. All statements addressing our future operating performance and clinical development and regulatory timelines that we expect or anticipate will occur in the future, as well as expectations for cash runway, are forward-looking statements. There are a number of important risks and uncertainties that could cause our actual results to differ materially from those indicated by forward-looking statements, including uncertainties inherent in the initiation and completion of pre-clinical studies and clinical trials and clinical development of our product candidates; availability and timing of results from pre-clinical studies and clinical trials; whether interim results from a clinical trial will be predictive of the final results of the trial or the results of future trials; expectations for regulatory approvals to conduct trials or to market products and availability of funding sufficient for our foreseeable and unforeseeable operating expenses and capital expenditure requirements. These and other risks are described in greater detail in the Annual Report under the captions "Risk Factor Summary" and Part I, "Item 1A. Risk Factors," as updated by our subsequent filings with the SEC. We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments that we may make.

You should read this Quarterly Report on Form 10-Q and the documents that we have filed as exhibits to this Quarterly Report on Form 10-Q completely and with the understanding that our actual future results may be materially different from what we expect. The forward-looking statements contained in this Quarterly Report on Form 10-Q are made as of the date of this Quarterly Report on Form 10-Q, and we do not assume any obligation to update any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

Overview

We are a clinical stage genome editing company dedicated to developing potentially transformative genomic medicines to treat a broad range of serious diseases. We have developed a proprietary gene editing platform based on CRISPR technology and we continue to expand its capabilities. Our product development strategy is to target diseases where gene editing can be used to enable or enhance therapeutic outcomes for patients, while maximizing probability of technical, regulatory and commercial success. We are focused on advancing gene editing medicines to treat hemoglobinopathies, beginning with the continued development of our current *ex vivo* EDIT-301 program and leveraging the insights gained from this program to pursue next generation *in vivo* gene editing medicines targeting hematopoietic stem cells ("HSCs"). In parallel, we are pursuing the development of *in vivo* gene editing medicines for other organs and tissues that we believe will significantly differentiate our genome editing approach from the current standards of care for serious diseases. As part of these efforts, we are using existing strategic partnerships and collaborations and pursuing further opportunities to extend the reach of our intellectual property portfolio and access complementary technologies to expedite our drug discovery and clinical execution objectives.

Our lead program, EDIT-301, is an experimental *ex vivo* gene-edited medicine to treat sickle cell disease ("SCD"), a severe inherited blood disease that causes premature death, and transfusion-dependent beta thalassemia ("TDT"), the most severe form of beta-thalassemia, another inherited blood disorder characterized by severe anemia. In the second quarter of 2022, we dosed the first patient in our Phase 1/2 clinical trial of EDIT-301, which we refer to as our RUBY trial, for the treatment of severe SCD, and in December 2022, announced initial clinical data from the first two patients treated in the RUBY trial. This clinical data supports human proof of concept by showing that EDIT-301 could safely increase expression of fetal hemoglobin to clinically meaningful levels and correct anemia in SCD patients. After completing sequential dosing of the first two patients, we commenced parallel patient dosing in the first quarter of 2023. Through November 3, 2023, we have enrolled 27 patients in the RUBY trial. We expect to dose the 20th patient in the trial in the January 2024 timeframe. We provided an update on the initial clinical data from the RUBY trial in June 2023 and expect to provide additional clinical updates in December 2023 and in the middle of 2024.

In October 2023, the U.S. Food and Drug Administration ("FDA") granted Regenerative Medicine Advanced Therapy designation to EDIT-301 for the treatment of SCD. A product is eligible for this designation if it is a regenerative medicine therapy that is intended to treat, modify, reverse or cure a serious or life-threatening disease or condition and preliminary clinical evidence indicates that the product candidate has the potential to address unmet medical needs for such disease or condition. The benefits of the designation include early interactions with the FDA to expedite development and review, benefits available to breakthrough therapies, potential eligibility for priority review and accelerated approval based on surrogate or intermediate endpoints.

In December 2021, the FDA cleared our Investigational New Drug ("IND") application for a Phase 1/2 clinical trial of EDIT-301 for the treatment of TDT. This trial, referred to as our EdiTHAL trial, is designed to assess the safety, tolerability, and preliminary efficacy of EDIT-301 for the treatment of TDT. We dosed the first patient in this trial in the first quarter of 2023 and commenced parallel patient dosing in the second quarter of 2023. Through November 3, 2023, we have enrolled eight patients in the EdiTHAL trial. We provided an initial clinical data update on the first patient in the EdiTHAL trial in June 2023 and expect to provide an additional clinical update in December 2023.

In June 2023, we announced initial safety and efficacy data from the first four patients with SCD treated with EDIT-301 in the RUBY trial and from the first TDT patient treated in the EdiTHAL trial. In the RUBY trial, Patients 1 (male) and 2 (female) reached normal hemoglobin levels five months post-treatment with EDIT-301 and maintained a normal hemoglobin level at the 10- and six-month follow-ups, respectively. Each of these patients had fetal hemoglobin levels of greater than 40% persist during the same time frame. Patient 1's total hemoglobin returned to a normal physiological level of 16.4g/dL (male normal range: 13.6–18.0 g/dL) at five months after infusion of EDIT-301 and was maintained at this level at the 10-month follow-up. In addition, Patient 1's fetal hemoglobin fraction increased from 5% at baseline to 45.4% five months after treatment with EDIT-301 and 43.4% at the 10-month follow-up. Patient 2's total hemoglobin reached a normal physiological level of 12.7 g/dL (female normal range: 12.0–16.0 g/dL) at five months after infusion of EDIT-301 and fetal hemoglobin increased from 10.8% at baseline to 51.3% at the six-month follow-up. Patients 3 (female) and 4 (male) in the RUBY trial saw increases in total hemoglobin and fetal hemoglobin fractions at three and two months of follow up, respectively, that followed similar trajectories as those seen in the first two patients at the same timepoints. All four treated RUBY patients were free of vaso-occlusive events following infusion with EDIT-301. In the EdiTHAL trial, the first patient (male) had successful neutrophil and platelet engraftment within 30 days of infusion, and, at one and a half months post-infusion, the patient's response resembled that of the first four RUBY patients, achieving a fetal hemoglobin fraction of 34.9% representing 4 g/dL of total hemoglobin. EDIT-301 was well-tolerated and demonstrated a safety profile consistent with myeloablative conditioning with busulfan, the regimen that is necessary for current gene editing therapies for SCD and TDT, and autologous hematopoietic stem cell transplant by the four patients in the RUBY trial and the first patient in the EdiTHAL trial. After EDIT-301 infusion, no serious adverse events occurred, and no adverse events reported were related to treatment with EDIT-301.

We are also pursuing the development of next generation *in vivo* administered gene editing medicines, in which the medicine is injected or infused into the patient to edit the cells inside the body. We are initially focused on editing HSCs through targeted delivery of our AsCas12a enzyme to our clinically validated HBG1 and HBG2 promotor site. We are also in the discovery stage in developing *in vivo* gene editing medicines for other organs and tissues.

We are pursuing the right combination of gene editing and targeted delivery tools through internal development and the in-licensing of complementary technologies, while also leveraging our intellectual property portfolio to drive potential out-licensing and partnership discussions that can accelerate the achievement of our goal of delivering lifesaving medicines to patients with previously untreatable or under-treated diseases. In cellular therapy medicines, we are leveraging new and existing partnerships to progress engineered cell medicines to treat various cancers. We are advancing alpha-beta T-cell experimental medicines for the treatment of solid and liquid tumors in collaboration with Bristol Myers Squibb Company ("BMS") through its wholly owned subsidiary, Juno Therapeutics, Inc. ("Juno Therapeutics"). This collaboration, which leverages our Cas9 and AsCas12a platform technologies, has resulted in 11 programs. We have also entered into a non-exclusive collaboration and licensing agreement with Immatics N.V. to combine gamma-delta T cell adoptive cell therapies and gene editing to develop medicines for the treatment of cancer.

In August 2023, we entered into a license agreement with Vor Biopharma Inc. ("Vor Bio"), providing Vor Bio a non-exclusive license for the development of *ex vivo* Cas9 gene edited HSC therapies for the treatment and/or prevention of hematological malignancies. Under this agreement, we received an upfront payment and will be eligible for future development, regulatory and commercial milestone payments, as well as royalties on medicines utilizing the related intellectual property.

Since our inception in September 2013, our operations have focused on organizing and staffing our company, business planning, raising capital, establishing our intellectual property portfolio, assembling our core capabilities in gene editing, seeking to identify potential product candidates, and undertaking preclinical studies. Except for EDIT-301, all of our ongoing research programs are still in the preclinical or research stage of development and the risk of failure of all of our research programs is high. We have not generated any revenue from product sales. We have primarily financed our operations through various equity financings and payments received under our research collaboration with BMS and our former strategic alliance with Allergan Pharmaceuticals International Limited (together with its affiliates, "Allergan"), which was terminated in August 2020.

Since inception, we have incurred significant operating losses. Our net losses were $134.3 million and $159.7 million for the nine months ended September 30, 2023 and 2022, respectively. As of September 30, 2023, we had an accumulated deficit of $1.2 billion. We expect to continue to incur significant expenses and operating losses for the foreseeable future. Our net losses may fluctuate significantly from quarter to quarter and from year to year. We anticipate that our expenses will increase substantially as we progress the clinical development of EDIT-301; scale our manufacturing capabilities and expand capacity, including capacity at third-party manufacturers, for EDIT-301; further advance our current research programs and our preclinical development activities; seek to identify additional product candidates and additional research programs; initiate preclinical testing and clinical trials for other product candidates we identify and develop; maintain, expand, and protect our intellectual property portfolio, including reimbursing our licensors for such expenses related to the intellectual property that we in-license from such licensors; hire additional clinical, quality control, and scientific personnel; and incur additional costs associated with operating as a public company. We do not expect to be profitable for the year ending December 31, 2023 or the foreseeable future.

Financial Operations Overview

Revenue

To date, we have not generated any revenue from product sales, and we do not expect to generate any revenue from product sales for the foreseeable future. In connection with our collaboration with BMS, we have received an aggregate of $135.5 million in payments, which have primarily consisted of the initial upfront and amendment payments, development milestone payments, research funding support and certain opt-in fees. We no longer receive research funding support from BMS. As of September 30, 2023, we recorded $56.7 million of deferred revenue in relation to our collaboration with BMS, all of which is classified as long-term on our condensed consolidated balance sheet. Under this collaboration, we will recognize revenue upon delivery of option packages to BMS or upon receipt of development milestone payments. We expect that our revenue will fluctuate from quarter-to-quarter and year-to-year as a result of the timing of when we deliver such option packages or receive such milestone payments.

For additional information about our revenue recognition policy related to the BMS collaboration, see Part II, "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates—Revenue Recognition" included in the Annual Report.

For the foreseeable future we expect substantially all of our revenue will be generated from our collaboration with BMS, and other collaborations or license agreements we enter into.

Expenses

Research and Development Expenses

Research and development expenses consist primarily of costs incurred for our research, preclinical development, process and scale-up development, manufacture and clinical development of our product candidates, and development activities under our collaboration agreements. These costs are expensed as incurred and include:

- employee related expenses including salaries, benefits, and stock-based compensation expense;
- costs under clinical trial agreements with investigative sites;
- costs associated with conducting our preclinical, process and scale-up development, manufacturing, clinical and regulatory activities, including fees paid to third-party professional consultants, service providers and suppliers;

- costs of purchasing lab supplies and non-capital equipment used in our preclinical activities and in manufacturing preclinical and clinical study materials;
- costs for research and development activities under our collaboration agreements;
- facility costs, including rent, depreciation, and maintenance expenses; and
- fees for acquiring and maintaining licenses under our third-party licensing agreements, including any sublicensing or success payments made to our licensors.

At this time, we cannot reasonably estimate or know the nature, timing, and estimated costs of the efforts that will be necessary to complete the development of any product candidates we may identify and develop. This is due to the numerous risks and uncertainties associated with developing such product candidates, including the uncertainty of:

- successful completion of preclinical studies, IND-enabling studies and natural history studies;
- successful enrollment in, and completion of, clinical trials;
- receipt of marketing approvals from applicable regulatory authorities;
- establishing commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- obtaining and maintaining patent and trade secret protection and non-patent exclusivity;
- launching commercial sales of a product, if and when approved, whether alone or in collaboration with others;
- acceptance of a product, if and when approved, by patients, the medical community, and third-party payors;
- effectively competing with other therapies and treatment options;
- a continued acceptable safety profile following approval;
- enforcing and defending intellectual property and proprietary rights and claims; and
- achieving desirable medicinal properties for the intended indications.

A change in the outcome of any of these variables with respect to the development of any product candidates we develop would significantly change the costs, timing, and viability associated with the development of that product candidate.

Research and development activities are central to our business model. We expect research and development costs to increase significantly for the foreseeable future as our development programs progress, including as we continue to progress our clinical trials as well as support preclinical studies for our other research programs.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and other related costs, including stock-based compensation for personnel in executive, finance, investor relations, business development, legal, corporate affairs, information technology, facilities and human resource functions. Other significant costs include corporate facility costs not otherwise included in research and development expenses, legal fees related to intellectual property and corporate matters, and fees for accounting and consulting services.

We anticipate that our general and administrative expenses will increase in the future to support continued research and development activities and potential commercialization of any product candidates we identify and develop. These increases will include increased costs related to the hiring of additional personnel and fees to outside consultants.

We also anticipate increased expenses related to reimbursement of third-party patent-related expenses and expenses associated with operating as a public company, including costs for audit, legal, regulatory, and tax-related services, director and officer insurance premiums, and investor relations costs. With respect to reimbursement of third-party intellectual property-related expenses specifically, given the ongoing nature of the opposition and interference proceedings involving the patents licensed to us under our license agreement with The Broad Institute, Inc. and the President and Fellows of Harvard College, we anticipate general and administrative expenses will continue to be significant.

Other Income, Net

For the nine months ended September 30, 2023 and 2022, other income, net consisted primarily of interest income, partially offset by accretion of discounts associated with other marketable securities.

Critical Accounting Policies and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our condensed consolidated financial statements, which have been prepared in accordance with United States generally accepted accounting principles. The preparation of our condensed consolidated financial statements requires us to make judgments and estimates that affect the reported amounts of assets, liabilities, revenues, and expenses, and the disclosure of contingent assets and liabilities in our condensed consolidated financial statements. We base our estimates on historical experience, known trends and events, and various other factors that we believe to be reasonable under the circumstances. Actual results may differ from these estimates under different assumptions or conditions. On an ongoing basis, we evaluate our judgments and estimates in light of changes in circumstances, facts, and experience. The effects of material revisions in estimates, if any, will be reflected in the condensed consolidated financial statements prospectively from the date of change in estimates.

There have been no material changes to our critical accounting policies from those described in Part II, "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Policies and Estimates" in the Annual Report.

Results of Operations

Comparison of the 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, together with the changes in those items in dollars (in thousands) and the respective percentages of change:

	Three Months Ended September 30,			
	2023	2022	Dollar Change	Percentage Change
Collaboration and other research and development revenues	$ 5,336	$ 42	$ 5,294	n/m
Operating expenses:				
Research and development	40,512	41,326	(814)	(2)%
General and administrative	14,987	16,236	(1,249)	(8)%
Total operating expenses	55,499	57,562	(2,063)	(4)%
Other income, net				
Other income, net	—	1	(1)	(100)%
Interest income, net	5,144	1,793	3,351	n/m
Total other income, net	5,144	1,794	3,350	n/m
Net loss	$ (45,019)	$ (55,726)	$ 10,707	(19)%

For our results of operations, we have included the respective percentage of changes, unless greater than 100% or less than (100)%, in which case we have denoted such changes as not meaningful (n/m).

Collaboration and other research and development revenues

Collaboration and other research and development revenues were $5.3 million for the three months ended September 30, 2023 compared to $42.0 thousand for the same period in 2022. The increase from the three months ended September 30, 2022 is primarily attributable to an upfront payment for the non-exclusive license to Vor Bio in the third quarter of 2023.

Research and development expenses

Research and development expenses decreased by $0.8 million to $40.5 million for the three months ended September 30, 2023 compared to $41.3 million for the same period in 2022. The following table summarizes our research and development expenses for the three months ended September 30, 2023 and 2022, together with the changes in those items in dollars (in thousands) and the respective percentages of change:

	Three Months Ended September 30,			
	2023	2022	Dollar Change	Percentage Change
Employee related expenses	$ 11,198	$ 11,768	$ (570)	(5)%
External research and development	17,593	17,449	144	1 %
Facility expenses	5,073	5,414	(341)	(6)%
Stock-based compensation expense	2,571	3,045	(474)	(16)%
Sublicense and license fees	2,388	1,038	1,350	n/m
Other expenses	1,689	2,612	(923)	(35)%
Total research and development expenses	$ 40,512	$ 41,326	$ (814)	(2)%

The decrease in research and development expenses for the three months ended September 30, 2023 compared to the three months ended September 30, 2022 was primarily attributable to:

- approximately $0.9 million in decreased other expenses related to cost savings with external manufacturing support services;
- approximately $0.6 million in decreased employee-related expenses related to reduced headcount as a result of our strategic reprioritization;
- approximately $0.5 million in decreased stock-based compensation expenses; and
- approximately $0.3 million in decreased facility expenses.

These decreases were partially offset by:

- approximately $1.4 million in increased sublicense and license fees paid in connection with licensing activity; and
- approximately $0.1 million increase in external research and development expenses.

General and administrative expenses

General and administrative expenses decreased by $1.2 million to $15.0 million for the three months ended September 30, 2023 compared to $16.2 million for the three months ended September 30, 2022. The following table

summarizes our general and administrative expenses for the three months ended September 30, 2023 and 2022, together with the changes in those items in dollars (in thousands) and the respective percentages of change:

	Three Months Ended September 30,			
	2023	2022	Dollar Change	Percentage Change
Employee related expenses	$ 3,910	$ 4,709	$ (799)	(17)%
Professional service expenses	3,684	2,513	1,171	47 %
Intellectual property and patent related fees	2,769	3,630	(861)	(24)%
Stock-based compensation expenses	2,160	2,836	(676)	(24)%
Facility and other expenses	2,464	2,548	(84)	(3)%
Total general and administrative expenses	$ 14,987	$ 16,236	$ (1,249)	(8)%

The decrease in general and administrative expenses for the three months ended September 30, 2023 compared to the three months ended September 30, 2022 was primarily attributable to:

- approximately $0.9 million in decreased intellectual property and patent related fees due to reduced legal activity;
- approximately $0.8 million in decreased employee related expenses related to reduced headcount as a result of our strategic reprioritization;
- approximately $0.7 million in decreased stock-based compensation expenses due to a reduction in the market price of our common stock, resulting in a lower valuation of equity awards granted; and
- approximately $0.1 million in decreased facility and other expenses.

These decreases were partially offset by approximately $1.2 million in increased professional service expenses to support strategic initiatives and business development activities.

Other income, net

For the three months ended September 30, 2023 and September 30, 2022 other income, net was $5.1 million and $1.8 million, respectively, which was primarily attributable to interest income, partially offset by accretion of discounts associated with other marketable securities. The increase for three months ended September 30, 2023 was attributable to increased invested balances as well as favorable market rates.

Comparison of the 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, together with the changes in those items in dollars (in thousands) and the respective percentages of change:

	Nine Months Ended September 30,			
	2023	2022	Dollar Change	Percentage Change
Collaboration and other research and development revenues	$ 18,074	$ 13,176	$ 4,898	37 %
Operating expenses:				
Research and development	108,095	122,960	(14,865)	(12)%
General and administrative	55,198	52,720	2,478	5 %
Total operating expenses	163,293	175,680	(12,387)	(7)%
Other income, net				
Other (expense) income, net	(1,590)	4	(1,594)	n/m
Interest income, net	12,464	2,806	9,658	n/m
Total other income, net	10,874	2,810	8,064	n/m
Net loss	$ (134,345)	$ (159,694)	$ 25,349	(16)%

Collaboration and other research and development revenues

Collaboration and other research and development revenues increased by $4.9 million to $18.1 million for the nine months ended September 30, 2023 compared to $13.2 million for nine months ended September 30, 2022. The increase was primarily related to the sale of our wholly owned oncology assets and licenses in January 2023, as well as an upfront payment for a non-exclusive license to Vor Bio in the third quarter of 2023, partially offset by the exercises of a program opt-in under our collaboration with BMS in 2022 for which there was no similar activity in 2023.

Research and development expenses

Research and development expenses decreased by $14.9 million to $108.1 million for the nine months ended September 30, 2023 compared to $123.0 million for the nine months ended September 30, 2022. The following table summarizes our research and development expenses for the nine months ended September 30, 2023 and 2022, together with the changes in those items in dollars (in thousands) and the respective percentages of change:

	Nine Months Ended September 30,			
	2023	2022	Dollar Change	Percentage Change
Employee related expenses	$ 34,970	$ 35,502	$ (532)	(1)%
External research and development expenses	37,110	52,073	(14,963)	(29)%
Facility expenses	16,053	14,476	1,577	11 %
Stock-based compensation expenses	7,182	9,803	(2,621)	(27)%
Sublicense and license fees	4,700	4,526	174	4 %
Other expenses	8,080	6,580	1,500	23 %
Total research and development expenses	$ 108,095	$ 122,960	$ (14,865)	(12)%

The decrease in research and development expenses for the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022 was primarily attributable to:

- approximately $15.0 million in decreased external research and development expenses related to our reprioritization and targeted focus on our EDIT-301 program;

- approximately $2.6 million in decreased stock-based compensation expense due primarily to a reduction in the market price of our common stock, resulting in a lower valuation of equity awards granted; and
- approximately $0.5 million in decreased employee related expenses.

These decreases were partially offset by:

- approximately $1.6 million in increased facility expenses primarily related to increased rent expense incurred in connection with a lease extension for office, manufacturing and lab space;
- approximately $1.5 million in increased other expenses attributable to consulting and external fees to support patient advocacy and medical affairs initiatives; and
- approximately $0.2 million in increased sublicense and license fees.

General and administrative expenses

General and administrative expenses increased by $2.5 million to $55.2 million for the nine months ended September 30, 2023 compared to $52.7 million for the nine months ended September 30, 2022. The following table summarizes our general and administrative expenses for the nine months ended September 30, 2023 and 2022, together with the changes in those items in dollars (in thousands) and the respective percentages of change:

	Nine Months Ended September 30,			
	2023	2022	Dollar Change	Percentage Change
Employee related expenses	$ 12,663	$ 13,067	$ (404)	(3)%
Professional service expenses	17,190	7,075	10,115	n/m
Intellectual property and patent related fees	10,687	10,535	152	1 %
Stock-based compensation expenses	7,271	14,127	(6,856)	(49)%
Facility and other expenses	7,387	7,916	(529)	(7)%
Total general and administrative expenses	$ 55,198	$ 52,720	$ 2,478	5 %

The increase in general and administrative expenses for the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022 was primarily attributable to:

- approximately $10.1 million in increased professional service expenses to support strategic initiatives and business development activities; and
- approximately $0.2 million in increased intellectual property and patent related fees.

These increases were partially offset by:

- approximately $6.9 million in decreased stock-based compensation expenses due primarily to a reduction in the market price of our common stock, resulting in a lower valuation of equity awards granted;
- approximately $0.5 million in decreased facility and other expenses; and
- approximately $0.4 million in decreased employee related expenses.

Other income, net

For the nine months ended September 30, 2023 and September 30, 2022, other income, net was $10.9 million and $2.8 million, respectively, which was primarily attributable to interest income, partially offset by accretion of discounts associated with other marketable securities. The increase for the nine months ended September 30, 2023 is attributable to increased invested balances and favorable market rates.

Liquidity and Capital Resources

Sources of Liquidity

In June 2023, we completed a public offering in which we sold 12,500,000 shares of our common stock and received net proceeds of approximately $117.1 million after deducting underwriting discounts and commissions and other offering costs. As of September 30, 2023, we have raised an aggregate of $1.0 billion in net proceeds through the sale of shares of our common stock in public offerings and at-the-market offerings. We also have funded our business from payments received under our research collaboration with BMS and our strategic alliance with Allergan, which was terminated in August 2020. As of September 30, 2023, we had cash, cash equivalents and marketable securities of $446.4 million.

In May 2021, we entered into a common stock sales agreement with Cowen and Company, LLC ("Cowen"), under which we from time to time can issue and sell shares of our common stock through Cowen in at-the-market offerings for aggregate gross sale proceeds of up to $300.0 million (the "ATM Facility"). As of September 30, 2023, we have not sold any shares of our common stock under the ATM Facility.

In addition to our existing cash, cash equivalents and marketable securities, we are eligible to earn milestone and other payments under our collaboration agreement with BMS and our other collaboration and license agreements. Our ability to earn applicable milestone and other payments and the timing of earning these amounts are dependent upon the timing and outcome of development, regulatory and commercial activities and, as such, are uncertain at this time. As of September 30, 2023, our right to contingent payments under our collaboration agreement with BMS is our only significant committed potential external source of funds.

Cash Flows

The following table provides information regarding our cash flows for the nine months ended September 30, 2023 and 2022 (in thousands):

	Nine Months Ended September 30,	
	2023	2022
Net cash (used in) provided by:		
Operating activities	$ (109,938)	$ (135,076)
Investing activities	(66,571)	141,596
Financing activities	117,525	665
Net (decrease) increase in cash, cash equivalents, and restricted cash	$ (58,984)	$ 7,185

Net Cash Used in Operating Activities

The use of cash in all periods resulted primarily from our net losses adjusted for non-cash charges and changes in components of working capital.

Net cash used in operating activities was approximately $109.9 million for the nine months ended September 30, 2023, which primarily consisted of operating expenses that related to increasing our research efforts, the focused progression of clinical and manufacturing activities in support of the EDIT-301 program, and supporting business operations.

Net cash used in operating activities was approximately $135.1 million for the nine months ended September 30, 2022, which primarily consisted of operating expenses that related to our preclinical and clinical activities, sublicense and license fees, and increased staffing costs to support various business operations.

Net Cash Used in Investing Activities

Net cash used in investing activities was approximately $66.6 million for the nine months ended September 30, 2023, primarily related to purchases of marketable securities of $219.8 million, partially offset by the proceeds from the maturities of marketable securities of $156.6 million.

Net cash provided by investing activities was approximately $141.6 million for the nine months ended September 30, 2022, primarily related to proceeds from maturities of marketable securities of $354.8 million, partially offset by costs used to acquire marketable securities of $209.8 million and purchases of property and equipment of $3.5 million.

Net Cash Provided by Financing Activities

Net cash provided by financing activities was approximately $117.5 million for the nine months ended September 30, 2023, primarily related to proceeds from our June 2023 offering of common stock of $117.1 million after deducting underwriting discounts and commissions and other offering costs, and proceeds received from issuance of common stock under the employee stock purchase plan of $0.4 million.

Net cash provided by financing activities was approximately $0.7 million for the nine months ended September 30, 2022 primarily related to proceeds received from issuance of common stock under our employee stock purchase plan and exercises of options for our common stock.

Funding Requirements

We expect our expenses to increase in connection with our ongoing activities, particularly as we progress the clinical development of EDIT-301; scale our manufacturing capabilities and expand capacity, including capacity at third-party manufacturers, for EDIT-301; further advance our research programs and our preclinical development activities; seek to identify additional research programs and additional product candidates; initiate preclinical testing and clinical trials for other product candidates we identify and develop; maintain, expand, and protect our intellectual property portfolio, including reimbursing our licensors for expenses related to the intellectual property that we in-license from such licensors; hire additional clinical, quality control, and scientific personnel; and incur costs associated with operating as a public company. In addition, if we obtain marketing approval for any product candidate that we identify and develop, we expect to incur significant commercialization expenses related to product sales, marketing, manufacturing, and distribution to the extent that such sales, marketing, and distribution are not the responsibility of a collaborator. We do not expect to generate significant recurring revenue unless and until we obtain regulatory approval for and commercialize a product candidate. Furthermore, since 2016 we have incurred, and in future years we expect to continue to incur significant costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we would be forced to delay, reduce, or eliminate our research and development programs or future commercialization efforts.

We expect that our existing cash, cash equivalents and marketable securities at September 30, 2023, will enable us to fund our operating expenses and capital expenditure requirements into third quarter of 2025. Our forecast of the period of time through which our existing cash, cash equivalents and investments will be adequate to support our operations is a forward-looking statement and involves significant risks and uncertainties. We have based this forecast on assumptions that may prove to be wrong, and actual results could vary materially from our expectations, which may adversely affect our capital resources and liquidity. We could utilize our available capital resources sooner than we currently expect. The amount and timing of future funding requirements, both near- and long-term, will depend on many factors, including, but not limited to:

- the scope, progress, results, and costs of drug discovery, preclinical development, laboratory testing, and clinical or natural history study trials for the product candidates we develop;
- the costs of progressing the clinical development of EDIT-301 to treat SCD and TDT;
- the costs of preparing, filing, and prosecuting patent applications, maintaining and enforcing our intellectual property and proprietary rights, and defending intellectual property-related claims;
- the costs, timing, and outcome of regulatory review of the product candidates we develop;
- the costs of future activities, including product sales, medical affairs, marketing, manufacturing, and distribution, for any product candidates for which we receive regulatory approval;
- the success of our collaboration with BMS;

- whether BMS exercises any of its options to extend the research program term and/or to additional research programs under our collaboration;
- our ability to establish and maintain additional collaborations on favorable terms, if at all;
- the extent to which we acquire or in-license other medicines and technologies;
- the costs of reimbursing our licensors for the prosecution and maintenance of the patent rights in-licensed by us; and
- the costs of operating as a public company.

Identifying potential product candidates and conducting preclinical studies and clinical trials is a time-consuming, expensive, and uncertain process that takes many years to complete, and we may never generate the necessary data or results required to obtain marketing approval and achieve product sales. In addition, any product candidate that we identify and develop, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of genomic medicines that we do not expect to be commercially available for many years, if at all. Accordingly, we will need to continue to rely on additional financing to achieve our business objectives. Adequate additional financing may not be available to us on acceptable terms, or at all.

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances, and licensing arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, our stockholders' ownership interests will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our stockholders. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures, or declaring dividends.

If we raise funds through additional collaborations, strategic alliances, or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs, or product candidates or to grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings 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 product candidates that we would otherwise prefer to develop and market ourselves.

Contractual Obligations

As of September 30, 2023, we had non-cancelable operating leases with future minimum lease payments for a total of $41.9 million, of which $3.7 million will be payable in 2023. These minimum lease payments exclude our share of the facility operating expenses, real-estate taxes and other costs that are reimbursable to the landlord under the leases.

In the second quarter of 2023, we entered into a license and service agreement pursuant to which we will lease manufacturing space for our continued research and development activities. As of September 30, 2023, the lease has not commenced for accounting purposes and it is not expected to commence until the second quarter of 2024. The license and service agreement provides for total remaining lease payments of up to $87.8 million over a 10-year lease term. We may terminate the license and service agreement in our discretion upon twelve months' prior written notice.

Our agreements with certain institutions to license intellectual property include potential milestone payments and success fees, sublicense fees, royalty fees, licensing maintenance fees, and reimbursement of patent maintenance costs that we may be required to pay. Our agreements to license intellectual property include potential milestone payments that are dependent upon the development of products using the intellectual property licensed under the agreements and contingent upon the achievement of development or regulatory approval milestones, as well as commercial milestones. These potential obligations are contingent upon future events and the timing and likelihood of such potential obligations are not known with certainty. For further information regarding these agreements, please see Part I, "Item 1. Business—Our Collaborations and Licensing Strategy" in the Annual Report.

We also enter into contracts in the normal course of business with contract research organizations, contract manufacturing organizations and other vendors to assist in the performance of our research and development activities and

other services and products for operating purposes. These contracts generally provide for termination at any time upon prior notice.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are exposed to market risk related to changes in interest rates. As of September 30, 2023, we had cash and cash equivalents of $82.5 million, primarily held in money market mutual funds, and marketable securities of $363.9 million, primarily consisting of U.S. government-backed securities, commercial paper and corporate debt securities. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because our investments, including cash equivalents, are in the form, or may be in the form of, money market funds or marketable securities and are or may be invested in U.S. Treasury and U.S. government agency obligations. Due to the short-term maturities and low risk profiles of our investments, an immediate 100 basis point change in interest rates would not have a material effect on the fair market value of our investments.

While we contract with certain vendors and institutions internationally, substantially all of our total liabilities as of September 30, 2023 were denominated in the United States dollar and we believe that we do not have any material exposure to foreign currency exchange rate risk.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of September 30, 2023. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the “Exchange Act”), means controls and other procedures of a company that are designed to ensure that information required to be disclosed by the 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 Exchange Act is accumulated and communicated to the company’s management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and our management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of September 30, 2023, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during the period covered by this Quarterly Report on Form 10-Q 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 litigation or other legal proceedings relating to claims arising from the ordinary course of business. There can be no assurance that any proceedings that result from these third-party actions will be resolved in our favor. In addition, if they are not resolved in our favor, there can be no assurance that the result will not have a material adverse effect on our business, financial condition, results of operations, or prospects. Certain of our intellectual property rights, including ones licensed to us under our licensing agreements, are subject to, and from time to time may be subject to, priority and validity disputes. For additional information regarding these matters, see Part I, "Item 1A. Risk Factors—Risks Related to Our Intellectual Property" in our Annual Report on Form 10-K for the year ended December 31, 2022 (the "Annual Report"). Regardless of outcome, litigation or other legal proceedings can have an adverse impact on us because of defense and settlement costs, diversion of management resources, and other factors.

Item 1A. Risk Factors.

Information set forth in this Quarterly Report on Form 10-Q and in the sections entitled "Summary of Risk Factors" and Part I, "Item 1A. Risk Factors" in the Annual Report, includes risks which could materially affect our business, financial condition, results of operations, or prospects. These risks, as well as other risks and uncertainties, could materially and adversely affect our business, results of operations and financial condition, which in turn could materially and adversely affect the trading price of shares of our common stock. Additional risks not currently known to us or that we currently deem to be immaterial may also harm our business.

Item 5. Other Information.

Director and Officer Trading Arrangements

A portion of the compensation of our directors and officers (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934 (the "Exchange Act")) is in the form of equity awards and, from time to time, directors and officers may engage in open-market transactions with respect to the securities acquired pursuant to such equity awards or other of our securities, including to satisfy tax withholding obligations when equity awards vest or are exercised, and for diversification or other personal reasons.

Transactions in our securities by directors and officers are required to be made in accordance with our insider trading policy, which requires that the transactions be in accordance with applicable U.S. federal securities laws that prohibit trading while in possession of material nonpublic information. Rule 10b5-1 under the Exchange Act provides an affirmative defense that enables directors and officers to prearrange transactions in our securities in a manner that avoids concerns about initiating transactions while in possession of material nonpublic information.

During the quarterly period covered by this report, Linda C. Burkly, Ph.D., our Chief Scientific Officer, entered into a Rule 10b5-1 trading arrangement that is intended to qualify as an "eligible sell-to-cover transaction" (as described in Rule 10b5-1(c)(1)(ii)(D)(3) under the Exchange Act). This sell-to-cover arrangement, which was adopted on July 3, 2023, applies to restricted stock units ("RSUs"), whether vesting is based on the passage of time and/or the achievement of performance goals, granted on her start date, July 24, 2023, and any RSUs that may be granted from time to time thereafter (other than those which by their terms require us to withhold shares for tax withholding obligations in connection with vesting and settlement). This arrangement provides for the automatic sale of shares of our common stock that would otherwise be issuable on each settlement date of a covered RSU in an amount necessary to satisfy the applicable withholding obligation, with the proceeds of the sale delivered to us in satisfaction of the applicable withholding obligation. The number of shares that will be sold under this arrangement is not currently determinable as the number will vary based on the extent to which vesting conditions are satisfied, the market price of our common stock at the time of settlement and the potential future grant of additional RSUs subject to this arrangement.

None of our directors or officers terminated a Rule 10b5-1 trading arrangement or adopted or terminated a non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the quarterly period covered by this report.

Item 6. Exhibits

Exhibit Index

Exhibit Number	Description of Exhibit
10.1	Employment Offer Letter, dated July 3, 2023, between the Registrant and Linda C. Burkly (incorporated by reference to Exhibit 10.3 to the Company's Quarterly Report on Form 10-Q (File No. 001-37687) filed with the Securities and Exchange Commission on August 2, 2023)
10.2*	Separation Agreement, dated October 6, 2023 between the Registrant and Bruce Eaton
31.1*	Rule 13a-14(a) Certification of Principal Executive Officer
31.2*	Rule 13a-14(a) Certification of Principal Financial Officer
32.1+	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. §1350
101*	The following financial statements from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023, formatted in Inline XBRL (eXtensible Business Reporting Language): (i) Condensed Consolidated Balance Sheets (unaudited), (ii) Condensed Consolidated Statements of Operations (unaudited), (iii) Condensed Consolidated Statements of Comprehensive Loss (unaudited), (iv) Condensed Consolidated Statements of Stockholders' Equity (unaudited), (v) Condensed Consolidated Statements of Cash Flows (unaudited) and (vi) Notes to Condensed Consolidated Financial Statements (unaudited), tagged as blocks of text and including detailed tags.
104*	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2023, formatted in Inline XBRL.

* Filed herewith

\+ The certifications furnished in Exhibit 32.1 that accompany this Quarterly Report on Form 10-Q are not deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended. Such certifications are not to be deemed to be incorporated by reference into any filings under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that the registrant specifically incorporates them by reference.

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.

EDITAS MEDICINE, INC.

Dated: November 3, 2023

By: /s/ Erick Lucera

Erick Lucera

Chief Financial Officer
(Principal Financial Officer)

11 Hurley Street
Cambridge, MA 02141
P 617-401-9000
F 617-494-0985

VIA HAND DELIVERY & ELECTRONIC MAIL

October 3, 2023 (as revised at your request on October 4, 2023)

Bruce Eaton, Ph.D.

Dear Bruce,

As we discussed, your employment with Editas Medicine, Inc. (the "**Company**") will end effective January 2, 2024 (the "**Separation Date**"). As part of your separation with the Company, the Company will pay the Benefits (as defined in paragraph 1 below) if (i) you sign and return this letter agreement to me by October 10, 2023; (ii) you sign and return the Supplemental Agreement attached hereto as Attachment A (the "**Supplemental Agreement**") on the Separation Date; (iii) you do not revoke your agreement to the Supplemental Agreement; and (iv) you comply with the obligations set forth in the numbered paragraphs herein (including in the Supplemental Agreement).

Because both this letter agreement and the Supplemental Agreement will become binding agreements between you and the Company, you are advised to consult with an attorney before signing this letter agreement and the Supplemental Agreement, and you have been given a reasonable amount of time to review this letter agreement and at least twenty-one (21) days to review the Supplemental Agreement. If you sign and return the Supplemental Agreement on the Separation Date, you may change your mind and revoke your agreement during the seven (7) business day period (the "**Revocation Period**") after you signed it by notifying me in writing.

Although your receipt of the Benefits is expressly conditioned on your (a) entering into this letter agreement and the Supplemental Agreement, (b) not revoking the Supplemental Agreement, and (c) compliance with your obligations set forth in both the letter agreement and the Supplemental Agreement, the following will apply regardless:

- As of your last day of employment, all salary payments from the Company will cease and any benefits you had as of the Separation Date under Company-provided benefit plans, programs, or practices will terminate, except as required by federal or state law.

- You will receive payment for your final wages through your last day of employment with the Company.

- You may, if eligible and at your own cost (except as agreed to in paragraph 1), elect to continue receiving group medical and dental insurance pursuant to the "COBRA" law. You will be sent a COBRA qualifying notice under separate cover and subsequent notices as required by applicable law or regulation. Your costs to continue the coverage will be set forth in these notices. The "qualifying event" under COBRA shall be deemed to have occurred on the Separation Date.

- You are obligated to keep confidential and not to use or disclose any and all non-public information concerning the Company that you acquired during the course of your employment with the Company, including any non-public information concerning the Company's business affairs, business prospects, and financial condition, except as otherwise permitted by paragraph 7 below. Further, you remain subject to your continuing obligations to the Company as set forth in the Employee Non-Competition, Non-Solicitation, Confidentiality, and Assignment Agreement (the "**Restrictive Covenant Agreement**") you previously executed for the benefit of the Company, which remain in full force and effect.

- You must return all Company property to the Company within 5 business days following the Separation Date.

- Except as agreed in paragraph 1, you will have three (3) months following the Separation Date to exercise any stock options under the Company's 2015 Stock Incentive Plan (the "**Plan**") that were vested as of the Separation Date (the "**Vested Options**"). After that three (3) month period, your stock options will expire and you will no longer have any rights with respect thereto. Except as agreed in paragraph 1, any restricted or performance stock unit awards granted to you under the Plan shall be subject to the terms of the Plan and the applicable grant agreement.

If you elect to timely sign and return this letter agreement and timely sign the Supplemental Agreement and do not revoke it within the Revocation Period, the following terms and conditions will also apply:

1. **Separation Benefits** – The Company will provide you with the following separation benefits (the "**Benefits**"):

a. **Separation Pay**. The Company will pay to you an amount equivalent to twelve (12) months of your current base salary, less all applicable taxes and withholdings. This separation pay will be paid in installments in accordance with the Company's regular payroll practices, but in no event shall payments begin earlier than the Company's first payroll date following expiration of the Revocation Period.

b. **COBRA Benefits**. Should you timely elect and be eligible to continue receiving group health insurance pursuant to the "COBRA" law, the Company will, until the earlier of (x) the date that is twelve (12) months following the Separation Date, and (y) the date on which you obtain alternative coverage (as applicable, the "COBRA Contribution Period"), continue to pay the share of the premiums for such coverage to the same extent it was paying such premiums on your behalf immediately prior to the Separation Date. The remaining balance of any premium costs during the COBRA Contribution Period, and all premium costs thereafter, shall be paid by you on a monthly basis for as long as, and to the extent that, you remain eligible for COBRA continuation. You agree that, should you obtain alternative medical and/or dental insurance coverage prior to

the date that is twelve (12) months following the Separation Date, you will so inform the Company in writing within five (5) business days of obtaining such coverage.

c. **2023 Annual Bonus**. You will be eligible to receive a bonus for 2023, as determined by the Board of Directors of the Company (the "**Board**") in connection with the determination of bonuses for the executive team, with any such bonus paid less applicable taxes and withholdings and at the same time as annual bonuses are paid to other executives of the Company.

d. **Equity Awards**. Your Vested Options and performance unit awards shall be amended as follows:

   i. the period of time for you to exercise all or any Vested Options shall be extended to January 2, 2025. You understand that this extension results in any Vested Options that are incentive stock options being converted into non-qualified stock options; and

   ii. notwithstanding your termination of service, any performance stock unit awards outstanding on the Separation Date will remain outstanding and will become earned and become vested to the extent that the applicable performance metrics are determined by the Board or the Organization, Leadership and Compensation Committee thereof (the "**Committee**") to have been achieved on or prior to March 31, 2024, provided that such achievement is certified by the Board or the Committee no later than April 30, 2024.

You will not be eligible for, nor shall you have a right to receive, any payments or benefits from the Company following the Separation Date other than as set forth in this paragraph.

2. **Release of Claims** – In consideration of the Benefits, which you acknowledge you would not otherwise be entitled to receive, you hereby fully, forever, irrevocably and unconditionally release, remise and discharge the Company, its affiliates, subsidiaries, parent companies, predecessors, and successors, and all of their respective past and present officers, directors, stockholders, partners, members, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and corporate capacities) (collectively, the "**Released Parties**") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature that you ever had or now have against any or all of the Released Parties, whether known or unknown, including, but not limited to:

(i) any and all claims arising out of or relating to your employment with and/or separation from the Company, including, but not limited to, all claims under Title

VII of the Civil Rights Act, the Americans With Disabilities Act, the Genetic Information Nondiscrimination Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Rehabilitation Act, Executive Order 11246, Executive Order 11141, the Fair Credit Reporting Act, and the Employee Retirement Income Security Act, all as amended; all claims arising out of the Massachusetts Fair Employment Practices Act, Mass. Gen. Laws ch. 151B, § 1 et seq., the Massachusetts Wage Act, Mass. Gen. Laws ch. 149, § 148 et seq. (Massachusetts law regarding payment of wages and overtime), the Massachusetts Civil Rights Act, Mass. Gen. Laws ch. 12, §§ 11H and 11I, the Massachusetts Equal Rights Act, Mass. Gen. Laws. ch. 93, § 102, Mass. Gen. Laws ch. 214, § 1C (Massachusetts right to be free from sexual harassment law), the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq., Mass. Gen. Laws ch. 214, § 1B (Massachusetts right of privacy law), the Massachusetts Maternity Leave Act, Mass. Gen. Laws ch. 149, § 105D, and the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D, all as amended; all claims arising out of the Colo. Rev. Stat. § 24-34-401 et seq. (Colorado anti-discrimination and anti-retaliation law), the Colorado Family Care Act, 8-13.3-201 et seq., Colo. Rev. Stat. § 19-5-211 (Colorado adoption leave law), Colo. Rev. Stat. § 24-34-402.7 (Colorado domestic violence and crime victim leave law), Colo. Rev. Stat. § 8-5-101 et seq. (Colorado equal pay law), and Colo. Rev. Stat. § 28-3-609 (Colorado military leave law), all as amended;

(ii) all common law claims including, but not limited to, actions in defamation, intentional infliction of emotional distress, misrepresentation, fraud, wrongful discharge, and breach of contract;

(iii) all claims to any non-vested ownership interest in the Company, contractual or otherwise;

(iv) all state and federal whistleblower claims to the maximum extent permitted by law; and

(v) any claim or damage arising out of your employment with and/or separation from the Company (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above;

provided, however, that this release of claims does not prevent you from filing a charge with, cooperating with, or participating in any investigation or proceeding before, the Equal Employment Opportunity Commission or a state fair employment practices agency (except that you acknowledge that you may not recover any monetary benefits in connection with any such charge, investigation, or proceeding, and you further waive any rights or claims to any payment, benefit, attorneys' fees or other remedial relief in connection with any such charge, investigation or proceeding).

3. **Continuing Obligations** – You acknowledge and reaffirm your confidentiality and non-disclosure obligations discussed on the first page of this letter agreement, as well as the continuing obligations set forth in the Restrictive Covenant Agreement, which obligations

survive your separation from employment with the Company. In addition, as an express condition of your receipt of the severance benefits, you acknowledge that you will be required to agree to the non-competition provision set forth in the attached Supplemental Agreement.

4. **Non-Disparagement** – You understand and agree that, to the extent permitted by law and except as otherwise permitted by paragraph 7 below, you will not, in public or private, make any false, disparaging, derogatory or defamatory statements, online (including, without limitation, on any social media, networking, or employer review site) or otherwise, to any person or entity, including, but not limited to, any media outlet, industry group, financial institution or current or former employee, board member, consultant, client or customer of the Company, regarding the Company or any of the other Released Parties, or regarding the Company's business affairs, business prospects, or financial condition. In return, the Company agrees to instruct its officers not to, in public or private, make any false, disparaging, derogatory or defamatory statements online (including, without limitation, on any social media, networking, or employer review site) or otherwise, to any third party regarding you.

5. **Company Affiliation** – You agree that, following the Separation Date, you will not hold yourself out as an officer, employee, or otherwise as a representative of the Company, and you agree to update any directory information that indicates you are currently affiliated with the Company. Without limiting the foregoing, you confirm that, within ten (10) days following the Separation Date, you will update any and all social media accounts (including, without limitation, LinkedIn, Facebook, Twitter and Four Square) to reflect that you are no longer employed by or associated with the Company.

6. **Confidentiality** – You understand and agree that, to the extent permitted by law and except as otherwise permitted by paragraph 7 below, the contents of the negotiations and discussions resulting in this Agreement, shall be maintained as confidential by you and your agents and representatives and shall not be disclosed except as otherwise agreed to in writing by the Company.

7. **Scope of Disclosure Restrictions** – Nothing in this letter agreement prohibits you from communicating with government agencies about possible violations of federal, state, or local laws or otherwise providing information to government agencies, filing a complaint with government agencies, or participating in government agency investigations or proceedings. You are not required to notify the Company of any such communications; provided, however, that nothing herein authorizes the disclosure of information you obtained through a communication that was subject to the attorney-client privilege. Further, notwithstanding your confidentiality and nondisclosure obligations, you are hereby advised as follows pursuant to the Defend Trade Secrets Act: "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order."

8. **Recoupment** – You acknowledge that (a) if you fail to comply with the terms of this letter agreement or the Supplemental Agreement, or (b) as otherwise may be required by law, you will be required to repay to the Company any and all of the Benefits that you have already received, with the value determined in the sole discretion of the Plan Administrator for the Company's Severance Benefits Plan. Payment is due in cash or by check within 10 days after the Company provides notice to you that it is enforcing this provision. In such event, any Benefits not yet received by you will be immediately forfeited.

9. **Cooperation** – You agree that, to the extent permitted by law, you shall cooperate fully with the Company in: (i) any internal investigation; (ii) the investigation, defense or prosecution of any claims or actions which already have been brought, are currently pending, or which may be brought in the future against the Company by a third party or by or on behalf of the Company against any third party, whether before a state or federal court, any state or federal government agency, or a mediator or arbitrator; or (iii) any other administrative, regulatory, or judicial inquiry, investigation, proceeding, or arbitration. Your full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with the Company's counsel, at reasonable times and locations designated by the Company, to investigate or prepare the Company's claims or defenses, to prepare for trial or discovery or an administrative hearing, mediation, arbitration or other proceeding and to act as a witness when requested by the Company. The term "cooperation" does not mean that you must provide information that is favorable to the Company; it means only that you will provide truthful information within your knowledge and possession upon request of the Company. You further agree that, to the extent permitted by law, you will notify the Company promptly in the event that you are served with a subpoena (other than a subpoena issued by a government agency), or in the event that you are asked to provide a third party (other than a government agency) with information concerning any actual or potential complaint or claim against the Company.

10. **Amendment and Waiver** – This letter agreement shall be binding upon the parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by duly authorized representatives of the parties hereto. This letter agreement is binding upon and shall inure to the benefit of the parties and their respective agents, assigns, heirs, executors, successors and administrators. No delay or omission by the Company in exercising any right under this letter agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar to or waiver of any right on any other occasion.

11. **Validity** – Should any provision of this letter agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this letter agreement.

12. **Nature of Agreement –** You understand and agree that this letter agreement is a separation agreement and does not constitute an admission of liability or wrongdoing on the part of the Company.

13. **Acknowledgments –** You acknowledge that the Company is hereby advising you to consult with an attorney of your choosing, that you have been given a reasonable amount

of time to consider this letter agreement and that you have been given at least twenty-one (21) days to consider the Supplemental Agreement. You understand that you may revoke the Supplemental Agreement for a period of seven (7) business days after you sign it by notifying me in writing, and that the Supplemental Agreement shall not be effective or enforceable until the expiration of this seven (7) business day revocation period. You understand and agree that by entering into the Additional Release set forth in paragraph 1 of the Supplemental Agreement, you will be waiving any and all rights or claims you might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that you will be receiving consideration beyond that to which you were previously entitled.

14. **Voluntary Assent –** You affirm that no other promises or agreements of any kind have been made to or with you by any person or entity whatsoever to cause you to sign this letter agreement, and that you fully understand the meaning and intent of this letter agreement. You further state and represent that you have carefully read this letter agreement, understand the contents herein, freely and voluntarily assent to all of the terms and conditions hereof, and sign your name of your own free act.

15. **Applicable Law** – This letter agreement (including the Supplemental Agreement) shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws provisions. You hereby irrevocably submit to and acknowledge and recognize the jurisdiction of the courts of the Commonwealth of Massachusetts, or if appropriate, a federal court located in the Commonwealth of Massachusetts (which courts, for purposes of this letter agreement, are the only courts of competent jurisdiction), over any suit, action or other proceeding arising out of, under or in connection with this letter agreement (including the Supplemental Agreement) or the subject matter hereof.

16. **Entire Agreement** – This letter agreement (including the Supplemental Agreement) contains and constitutes the entire understanding and agreement between the parties hereto with respect to your Benefits and the settlement of claims against the Company and cancels all previous oral and written negotiations, agreements, and commitments in connection therewith, including without limitation the Company's Severance Benefits Plan, as amended.

17. **Tax Acknowledgement** – In connection with the Benefits provided to you pursuant to this letter agreement, the Company shall withhold and remit to the tax authorities the amounts required under applicable law, and you shall be responsible for all applicable taxes with respect to such Benefits under applicable law. You acknowledge that you are not relying upon the advice or representation of the Company with respect to the tax treatment of any of the Benefits set forth in paragraph 1 of this letter agreement.

Very truly yours,

EDITAS MEDICINE, INC.

By: /s/ Linea Aspesi
Linea Aspesi
Executive Vice President, Chief People Officer

I hereby agree to the terms and conditions set forth above. I further understand that my eligibility for the Benefits set forth in paragraph 1 is contingent upon my timely execution, return and non-revocation of the Supplemental Agreement, and that I am being given at least twenty-one (21) days to consider such Supplemental Agreement, and will have seven (7) business days in which to revoke my acceptance after I sign such Supplemental Agreement.

/s/ Bruce Eaton
Bruce Eaton, Ph.D.

October 6, 2023
Date

To be returned in a timely manner as set forth on the first page of this letter agreement.

Attachment A

SUPPLEMENTAL AGREEMENT

1. **Additional Release** – In exchange for the Benefits set forth in the letter agreement to which this Supplemental Agreement is attached, which you acknowledge you would not otherwise be entitled to receive, you hereby fully, forever, irrevocably and unconditionally release, remise and discharge the Company, its affiliates, subsidiaries, parent companies, predecessors, and successors, and all of their respective past and present officers, directors, stockholders, partners, members, employees, agents, representatives, plan administrators, attorneys, insurers and fiduciaries (each in their individual and corporate capacities) (collectively, the "**Released Parties**") from any and all claims, charges, complaints, demands, actions, causes of action, suits, rights, debts, sums of money, costs, accounts, reckonings, covenants, contracts, agreements, promises, doings, omissions, damages, executions, obligations, liabilities, and expenses (including attorneys' fees and costs), of every kind and nature that you ever had or now have against any or all of the Released Parties, whether known or unknown, including, but not limited to:

(i) any and all claims arising out of or relating to your employment with and/or separation from the Company, including, but not limited to, all claims under Title VII of the Civil Rights Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the Genetic Information Nondiscrimination Act, the Family and Medical Leave Act, the Worker Adjustment and Retraining Notification Act, the Rehabilitation Act, Executive Order 11246, Executive Order 11141, the Fair Credit Reporting Act, and the Employee Retirement Income Security Act, all as amended; all claims arising out of the Massachusetts Fair Employment Practices Act, Mass. Gen. Laws ch. 151B, § 1 et seq., the Massachusetts Wage Act, Mass. Gen. Laws ch. 149, § 148 et seq. (Massachusetts law regarding payment of wages and overtime), the Massachusetts Civil Rights Act, Mass. Gen. Laws ch. 12, §§ 11H and 11I, the Massachusetts Equal Rights Act, Mass. Gen. Laws. ch. 93, § 102, Mass. Gen. Laws ch. 214, § 1C (Massachusetts right to be free from sexual harassment law), the Massachusetts Labor and Industries Act, Mass. Gen. Laws ch. 149, § 1 et seq., Mass. Gen. Laws ch. 214, § 1B (Massachusetts right of privacy law), the Massachusetts Maternity Leave Act, Mass. Gen. Laws ch. 149, § 105D, and the Massachusetts Small Necessities Leave Act, Mass. Gen. Laws ch. 149, § 52D, all as amended; all claims arising out of the Colo. Rev. Stat. § 24-34-401 et seq. (Colorado anti-discrimination and anti-retaliation law), the Colorado Family Care Act, 8-13.3-201 et seq., Colo. Rev. Stat. § 19-5-211 (Colorado adoption leave law), Colo. Rev. Stat. § 24-34-402.7 (Colorado domestic violence and crime victim leave law), Colo. Rev. Stat. § 8-5-101 et seq. (Colorado equal pay law), and Colo. Rev. Stat. § 28-3-609 (Colorado military leave law), all as amended;

(ii) all common law claims including, but not limited to, actions in defamation, intentional infliction of emotional distress, misrepresentation, fraud, wrongful discharge, and breach of contract;

(iii) all claims to any non-vested ownership interest in the Company, contractual or otherwise;

(iv) all state and federal whistleblower claims to the maximum extent permitted by law; and

(v) any claim or damage arising out of your employment with and/or separation from the Company (including a claim for retaliation) under any common law theory or any federal, state or local statute or ordinance not expressly referenced above;

provided, however, that this release of claims does not prevent you from filing a charge with, cooperating with, or participating in any investigation or proceeding before, the Equal Employment Opportunity Commission or a state fair employment practices agency (except that you acknowledge that you may not recover any monetary benefits in connection with any such charge, investigation, or proceeding, and you further waive any rights or claims to any payment, benefit, attorneys' fees or other remedial relief in connection with any such charge, investigation or proceeding).

2. **Non-Competition** – As an express condition of your receipt of the Benefits, you agree that, for a period of one (1) year following the Separation Date, you will not, in the Applicable Territory (as defined in your existing Restrictive Covenant Agreement), directly or indirectly, whether as an owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the passive holder of not more than 1% of the outstanding stock of a publicly-held company, engage or assist others in engaging in a Competitive Activity or provide services for a Competitive Company. "Competitive Activity" shall mean any work related to the research, development or commercialization of gene editing therapies to treat hemoglobinopathies. "Competitive Company" shall mean any entity listed on Schedule A to this Supplemental Agreement. The restriction on providing services for a Competitive Company will only apply if you would be performing job duties or services that are of a similar type that you performed for the Company at any time during the last two (2) years of your employment. Without limiting the foregoing, you acknowledge and agree that undertaking any leadership role in a Competitive Company would constitute performing job duties or services of a similar type that you performed for the Company. If any restriction set forth in this paragraph is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range or activities or geographic area as to which it may be enforceable. If you violate the non-competition provisions set forth in this paragraph, you shall continue to be bound by such restrictions until a period of one (1) year has expired without any violation of such provisions. You acknowledge that the Company has given you seven (7) business days to revoke your acceptance of the non-competition restrictions set forth in this paragraph 2. Any such revocation must be submitted to Linea Aspesi in writing. For the avoidance of doubt, in the event that you revoke such agreement, you acknowledge that you will not be eligible to receive the Benefits.

3. **Business Expenses and Final Compensation** – You acknowledge that you have been reimbursed by the Company for all business expenses incurred in conjunction with the performance of your employment and that no other reimbursements are owed to you. You

further acknowledge that you have received payment in full for all services rendered in conjunction with your employment by the Company, including payment for all wages, bonuses, and commissions, that no other compensation is owed to you except as provided in the letter agreement to which this Supplemental Agreement is attached.

4. **Return of Company Property** – You confirm that you have returned to the Company (or will return to the Company within 5 business days of the Separation Date), all keys, files, records (and copies thereof), equipment (including, but not limited to, computer hardware, software, printers, flash drives and other storage devices, wireless handheld devices, cellular phones, tablets, etc.), Company identification, and any other Company owned property in your possession or control, and that you have left intact all, and have otherwise not destroyed, deleted, or made inaccessible to the Company any, electronic Company documents, including, but not limited to, those that you developed or helped to develop during your employment, and that you have not (a) retained any copies in any form or media; (b) maintained access to any copies in any form, media, or location; (c) stored any copies in any physical or electronic locations that are not readily accessible or not known to the Company or that remain accessible to you; or (d) sent, given, or made accessible any copies to any persons or entities that the Company has not authorized to receive such electronic or hard copies. You further confirm that you have cancelled all accounts for your benefit, if any, in the Company's name, including but not limited to, credit cards, telephone charge cards, cellular phone accounts, and computer accounts.

5. **Acknowledgments** – You acknowledge that you have been given at least twenty-one (21) days to consider this Supplemental Agreement (including the Additional Release herein), and that the Company advised you in writing to consult with an attorney of your own choosing prior to signing this Supplemental Agreement. You understand that you may revoke this Supplemental Agreement for a period of seven (7) business days after you sign it by notifying me in writing, and the Supplemental Agreement shall not be effective or enforceable until the expiration of this seven (7) business day revocation period. You understand and agree that by entering into this Supplemental Agreement (including the Additional Release set forth herein), you are waiving any and all rights or claims you might have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, and that you have received consideration beyond that to which you were previously entitled.

6. **Voluntary Assent** – You affirm that no other promises or agreements of any kind have been made to or with you by any person or entity whatsoever to cause you to sign this Supplemental Agreement, and that you fully understand the meaning and intent of this Supplemental Agreement. You state and represent that you have had an opportunity to fully discuss and review the terms of this Supplemental Agreement with an attorney. You further state and represent that you have carefully read this Supplemental Agreement, understand the contents herein, freely and voluntarily assent to all of the terms and conditions hereof, and sign your name of your own free act.

I hereby provide this Supplemental Agreement as of the current date and acknowledge that the execution of this Supplemental Agreement is in further consideration of the benefits described in the letter agreement to which this Supplemental Agreement is attached, to which I acknowledge I would not be entitled if I did not sign this Supplemental Agreement. I intend that this

Supplemental Agreement will become a binding agreement between me and the Company if I do not revoke my acceptance in seven (7) business days.

Bruce Eaton, Ph.D.	Date

SCHEDULE A

Exhibit 31.1

CERTIFICATIONS

I, Gilmore O'Neill, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Editas Medicine, Inc.;

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

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

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

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

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

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

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

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

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

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

Date: November 3, 2023

By: /s/ Gilmore O'Neill
Gilmore O'Neill
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS

I, Erick Lucera, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Editas Medicine, Inc.;

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

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

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

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

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

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

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

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

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

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

Date: November 3, 2023

By: /s/ Erick Lucera

Erick Lucera
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATIONS OF CEO AND CFO PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Quarterly Report on Form 10-Q of Editas Medicine, Inc. (the "Company") for the period ended September 30, 2023, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company hereby certifies, pursuant to 18 U.S.C. (section) 1350, as adopted pursuant to (section) 906 of the Sarbanes-Oxley Act of 2002, that to the best of her or his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

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

Date: November 3, 2023

By: /s/ Gilmore O'Neill
Gilmore O'Neill
Chief Executive Officer

Date: November 3, 2023

By: /s/ Erick Lucera
Erick Lucera
Chief Financial Officer