UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

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

For the quarterly period ended March 31, 2025

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: 001-37798

Cartesian Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**26-1622110**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
7495 New Horizon Way, Frederick, MD	**21703**
(Address of principal executive offices)	(Zip Code)

(301) 348-8698

(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	RNAC	The Nasdaq Stock Market LLC

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

Title of each class
Contingent Value Rights

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, 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 ☑
As of April 30, 2025, the registrant had 25,954,291 shares of common stock, par value $0.0001 per share, outstanding.

TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION

Item 1.	Financial Statements (unaudited)	5
	Consolidated Balance Sheets as of March 31, 2025 and December 31, 2024	5
	Consolidated Statements of Operations and Comprehensive Loss for the Three Months ended March 31, 2025 and 2024	6
	Consolidated Statements of Changes in Convertible Preferred Stock and Stockholders' Deficit for the Three Months ended March 31, 2025 and 2024	7
	Consolidated Statements of Cash Flows for the Three Months ended March 31, 2025 and 2024	9
	Notes to Consolidated Financial Statements	10
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	29
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	37
Item 4.	Controls and Procedures	37

PART II. OTHER INFORMATION

Item 1.	Legal Proceedings	39
Item 1A.	Risk Factors	39
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	39
Item 3.	Defaults Upon Senior Securities	39
Item 4.	Mine Safety Disclosures	39
Item 5.	Other Information	39
Item 6.	Exhibits	40
	Signatures	

FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q, or the Quarterly Report, contains forward-looking statements. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. All statements other than statements of historical facts contained in this Quarterly Report, including statements regarding our future results of operations and financial position, business strategy, prospective products, product approvals, research and development costs, timing and likelihood of success, the plans and objectives of management for future operations and future results of anticipated products, the impact of future pandemics or similar events on our business and operations and our future financial results, and the period over which we estimate our existing cash and cash equivalents will be sufficient to fund our future operating expenses and capital expenditure requirements are forward-looking statements. These statements involve known and unknown risks, uncertainties and other important factors that may cause our actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements.

In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expect," "plan," "anticipate," "could," "intend," "target," "project," "contemplate," "believe," "estimate," "predict," "potential", or "continue" or the negative of these terms or other similar expressions. The forward-looking statements in this Quarterly Report are only predictions. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements speak only as of the date of this Quarterly Report and are subject to a number of important factors that could cause actual results to differ materially from those in the forward-looking statements, including the factors described under the sections in this Quarterly Report titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" as well as the following:

- any future payouts under the contingent value right, or CVR, issued to our holders of record as of the close of business on December 4, 2023;
- our ability to achieve the expected benefits or opportunities and related timing with respect to the Merger (as defined below) or to monetize any of our legacy assets;
- our future results of operations and financial position, business strategy, and the length of time that we believe our existing cash resources will fund our operations;
- our market size and our potential growth opportunities;
- our preclinical and clinical development activities;
- our dependence on third-parties, including contract research organizations, or CROs, in the conduct of our preclinical studies and clinical trials;
- the efficacy and safety profile of our product candidates;
- the potential therapeutic benefits and economic value of our product candidates;
- the timing and results of preclinical studies and clinical trials;
- the expected impact of macroeconomic conditions, including from inflation, changes in interest rates, volatile market conditions, current or potential bank failures, and tariffs;
- global events, including the ongoing conflicts between Russia and Ukraine and between Hamas and Israel and geopolitical tensions in and with China on our operations;
- the receipt and timing of potential regulatory designations, approvals and commercialization of product candidates;
- our ability to prevent or minimize the effects of litigation and other contingencies;
- our status as a preclinical and development-stage company and our expectation to incur losses in the future, and the possibility that we never achieve or maintain profitability;
- uncertainties with respect to our ability to access future capital;
- our ability to maximize the value of our pipeline of product candidates;
- our unproven approach to therapeutic intervention;
- our ability to enroll patients in clinical trials, timely and successfully complete those trials and receive necessary regulatory approvals;
- our ability to continue to grow our manufacturing capabilities and resources;

- our ability to manufacture our product candidates, which in some cases are manufactured on a patient-by-patient basis;
- our ability to access manufacturing facilities and to receive or manufacture sufficient quantities of our product candidates;
- our ability to maintain our existing or future collaborations or licenses and to seek new collaborations, licenses or partnerships;
- the impact of pandemics or similar events on our operations, the continuity of our business, including our preclinical studies and clinical trials, and general economic conditions;
- our ability to protect and enforce our intellectual property rights;
- federal, state, and foreign regulatory requirements, including U.S. Food and Drug Administration, or FDA, regulation of our product candidates;
- our ability to obtain and retain key executives and retain qualified personnel; and
- developments relating to our competitors and our industry, including the impact of government regulation and policy changes.

Moreover, we operate in an evolving environment. New risks and uncertainties may emerge from time to time, and it is not possible for management to predict all risk and uncertainties.

You should read this Quarterly Report and the documents that we reference in this Quarterly Report completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise.

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements (unaudited)

Cartesian Therapeutics, Inc. and Subsidiaries
Consolidated Balance Sheets
(Amounts in thousands, except share data and par value)

	March 31, 2025	December 31, 2024
Assets		
Current assets:		
Cash and cash equivalents	$ 180,434	$ 212,610
Accounts receivable	1,765	872
Prepaid expenses and other current assets	2,921	3,144
Total current assets	185,120	216,626
Non-current assets:		
Property and equipment, net	10,174	9,912
Right-of-use asset, net	5,351	5,535
In-process research and development assets	150,600	150,600
Goodwill	48,163	48,163
Long-term restricted cash	1,669	1,669
Investments	2,000	2,000
Other assets	6,053	518
Total assets	$ 409,130	$ 435,023
Liabilities, convertible preferred stock, and stockholders' deficit		
Current liabilities:		
Accounts payable	$ 2,097	$ 288
Accrued expenses and other current liabilities	9,197	12,076
Lease liability	3,704	2,851
Contingent value right liability	—	7,761
Total current liabilities	14,998	22,976
Non-current liabilities:		
Lease liability, net of current portion	10,362	11,133
Warrant liabilities, net of current portion	2,018	3,836
Contingent value right liability, net of current portion	387,400	387,739
Deferred tax liabilities, net	16,141	16,141
Total liabilities	430,919	441,825
Commitments and contingencies (Note 17)		
Stockholders' deficit:		
Series A Preferred Stock, $0.0001 par value; 134,904.563 shares authorized as of March 31, 2025 and December 31, 2024; 120,790.402 shares issued and outstanding as of March 31, 2025 and December 31, 2024	—	—
Series B Preferred Stock, $0.0001 par value; 437,927 shares authorized as of March 31, 2025 and December 31, 2024; 437,927 shares issued and outstanding as of March 31, 2025 and December 31, 2024	—	—
Preferred stock, $0.0001 par value; 9,427,168.437 shares authorized as of March 31, 2025 and December 31, 2024; no shares issued and outstanding as of March 31, 2025 and December 31, 2024	—	—
Common stock, $0.0001 par value; 350,000,000 shares authorized as of March 31, 2025 and December 31, 2024; 25,936,101 and 25,767,369 shares issued and outstanding as of March 31, 2025 and December 31, 2024, respectively	3	3
Additional paid-in capital	692,578	689,887
Accumulated deficit	(709,781)	(692,071)
Accumulated other comprehensive loss	(4,589)	(4,621)
Total stockholders' deficit	(21,789)	(6,802)
Total liabilities, convertible preferred stock, and stockholders' deficit	$ 409,130	$ 435,023

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

Cartesian Therapeutics, Inc. and Subsidiaries
Consolidated Statements of Operations and Comprehensive Loss
(Amounts in thousands, except share and per share data)

	Three Months Ended March 31,	
	2025	**2024**
Revenue:		
Collaboration and license revenue	$ 400	$ 5,840
Grant revenue	700	—
Total revenue	1,100	5,840
Operating expenses:		
Research and development	14,674	9,738
General and administrative	8,315	9,450
Total operating expenses	22,989	19,188
Operating loss	(21,889)	(13,348)
Interest income	2,015	1,164
Change in fair value of warrant liabilities	1,818	1,042
Change in fair value of contingent value right liability	346	(39,300)
Change in fair value of forward contract liabilities	—	(6,890)
Other income, net	—	508
Net loss	$ (17,710)	$ (56,824)
Other comprehensive loss:		
Foreign currency translation adjustment	32	(5)
Total comprehensive loss	$ (17,678)	$ (56,829)
Net loss	(17,710)	(56,824)
Net loss per share allocable to common stockholders:		
Basic and diluted	$ (0.68)	$ (10.50)
Weighted-average common shares outstanding:		
Basic and diluted	25,902,650	5,414,020

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

Cartesian Therapeutics, Inc. and Subsidiaries
Consolidated Statements of Changes in Convertible Preferred Stock and Stockholders' Deficit
(Amounts in thousands, except share data)

	Series A Preferred Stock		Series B Preferred Stock		Common stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Stockholders' deficit
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at December 31, 2024	120,790.402	$ —	437,927	$ —	25,767,369	$ 3	$ 689,887	$ (692,071)	$ (4,621)	$ (6,802)
Issuance of common stock upon exercise of options	—	—	—	—	55,690	—	183	—	—	183
Issuance of vested restricted stock units	—	—			113,042	—	—	—	—	—
Stock-based compensation expense	—	—	—	—	—	—	2,508	—	—	2,508
Currency translation adjustment	—	—	—	—	—	—	—	—	32	32
Net loss	—	—	—	—	—	—	—	(17,710)	—	(17,710)
Balance at March 31, 2025	120,790.402	$ —	437,927	$ —	25,936,101	$ 3	$ 692,578	$ (709,781)	$ (4,589)	$ (21,789)

On April 4, 2024, the Company effected a 1-for-30 reverse split of its issued and outstanding shares of common stock, or the Reverse Stock Split. As a result of the Reverse Stock Split, all figures in this Quarterly Report on Form 10-Q relating to shares of the Company's common stock (such as share amounts, per share amounts, and conversion rates and prices), including but not limited to, the consolidated financial statements and footnotes included herein, have been adjusted to reflect the Reverse Stock Split for all periods presented.

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

Cartesian Therapeutics, Inc. and Subsidiaries
Consolidated Statements of Changes in Convertible Preferred Stock and Stockholders' Deficit
(Amounts in thousands, except share data)

	Series A Preferred Stock		Options for Series A Preferred Stock	Series A Preferred Stock		Series B Preferred Stock		Common stock		Additional paid-in capital	Accumulated deficit	Accumulated other comprehensive loss	Stockholders' deficit
	Shares	Amount	Amount	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at December 31, 2023	435,120.513	$ 296,851	$ 3,703	—	$ —	—	$ —	5,397,597	$ 1	$ 179,062	$ (614,647)	$ (4,600)	$ (440,184)
Issuance of Series A Preferred Stock in connection with private placement and settlement of related forward contract	99,140.326	75,197	—	—	—	—	—	—	—	—	—	—	—
Transfer of Series A Preferred Stock and options for Series A Preferred Stock to permanent equity	(534,260.839)	(372,048)	(3,703)	534,260.839	—	—	—	—	—	375,751	—	—	375,751
Issuance of common stock upon exercise of options	—	—	—	—	—	—	—	52,558	—	154	—	—	154
Issuance of common stock upon exercise of warrants	—	—	—	—	—	—	—	65,681	—	2,877	—	—	2,877
Stock-based compensation expense	—	—	—	—	—	—	—	—	—	1,431	—	—	1,431
Currency translation adjustment	—	—	—	—	—	—	—	—	—	—	—	(5)	(5)
Net loss	—	—	—	—	—	—	—	—	—	—	(56,824)	—	(56,824)
Balance at March 31, 2024	—	$ —	$ —	534,260.839	$ —	—	$ —	5,515,836	$ 1	$ 559,275	$ (671,471)	$ (4,605)	$ (116,800)

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

Cartesian Therapeutics, Inc. and Subsidiaries
Consolidated Statements of Cash Flows
(Amounts in thousands)

	Three Months Ended March 31,	
	2025	**2024**
Cash flows from operating activities		
Net loss	$ (17,710)	$ (56,824)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	1,156	183
Non-cash lease expense	184	512
Loss on disposal of property and equipment	—	2
Stock-based compensation expense	2,508	1,431
Warrant liabilities revaluation	(1,818)	(1,042)
Contingent value right liability revaluation	(346)	39,300
Forward contract liabilities revaluation	—	6,890
Changes in operating assets and liabilities:		
Accounts receivable	(893)	3,864
Unbilled receivable	—	611
Prepaid expenses, deposits and other assets	(5,830)	1,652
Accounts payable	1,819	(633)
Deferred revenue	—	(5,437)
Accrued expenses and other liabilities	(2,178)	(6,426)
Net cash used in operating activities	(23,108)	(15,917)
Cash flows from investing activities		
Purchases of property and equipment	(1,075)	(602)
Net cash used in investing activities	(1,075)	(602)
Cash flows from financing activities		
Equity offering costs	(454)	—
Proceeds from exercise of common warrants	—	2,877
Proceeds from issuance of Series A Preferred Stock, gross in private placement	—	40,000
Proceeds from exercise of stock options	183	154
Payments of contingent value rights distributions	(7,754)	—
Net cash (used in) provided by financing activities	(8,025)	43,031
Effect of exchange rate changes on cash	32	(5)
Net change in cash, cash equivalents, and restricted cash	(32,176)	26,507
Cash, cash equivalents, and restricted cash at beginning of period	214,279	78,288
Cash, cash equivalents, and restricted cash at end of period	$ 182,103	$ 104,795
Non-cash investing and financing activities		
Purchase of property and equipment not yet paid	$ 535	$ —

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

Cartesian Therapeutics, Inc. and Subsidiaries

Notes to Consolidated Financial Statements

1. Description of the Business

Cartesian Therapeutics, Inc., or the Company (formerly known as Selecta Biosciences, Inc., or Selecta), was incorporated in Delaware on December 10, 2007, and is headquartered in Frederick, Maryland. The Company is a clinical-stage biotechnology company pioneering cell therapies for the treatment of autoimmune diseases leveraging its proprietary technology and manufacturing platform to enhance cell function. The Company believes its cell therapies have the potential to deliver deep, durable clinical benefit to a broad group of patients with autoimmune diseases because they can be administered over a short period of time, in an outpatient setting, and without pre-treatment chemotherapy.

On November 13, 2023, the Company acquired, in accordance with the terms of the Agreement and Plan of Merger, or the Merger Agreement, the assets of the Delaware corporation which, immediately prior to the Merger (as defined below), was known as Cartesian Therapeutics, Inc., or Old Cartesian, as disclosed in Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024. The transaction was structured as a stock-for-stock transaction pursuant to which all of Old Cartesian's outstanding shares of capital stock were exchanged based on a fixed exchange ratio for consideration of 224,099 shares of the common stock, par value $0.0001 per share, of the Company, or the common stock, and 384,930.724 shares of the newly designated Series A Non-Voting Convertible Preferred Stock, par value $0.0001 per share, or the Series A Preferred Stock. The Series A Preferred Stock is intended to have economic rights similar to the common stock, but with only limited voting rights. Additionally, the Company assumed all outstanding stock options of Old Cartesian. The common stock and Series A Preferred Stock related to the Merger were issued on December 5, 2023.

In connection with the Merger, the Company entered into a definitive agreement, or the 2023 Securities Purchase Agreement, for a private investment in public equity transaction, or the 2023 Private Placement, with the Investors (as defined below). The 2023 Securities Purchase Agreement provides for the issuance to the Investors of an aggregate of 149,330.115 shares of Series A Preferred Stock for an aggregate purchase price of approximately $60.25 million. See Note 11 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024 for further discussion of the 2023 Private Placement.

In connection with the Merger, a contractual contingent value right, or CVR, was distributed to the holders of record of the Company's common stock and 2022 Warrants (as defined below) as of the close of business on December 4, 2023, but was not distributed to holders of shares of common stock or Series A Preferred Stock issued to stockholders of Old Cartesian or the Investors in the transactions. Holders of the CVRs will be entitled to receive certain payments from proceeds received by the Company, if any, related to the disposition or monetization of the Company's legacy assets following the issuance of the CVRs. For additional information, see Note 7.

On March 27, 2024, the Company's stockholders approved the conversion of shares of Series A Preferred Stock into shares of common stock. For additional information, see Note 11 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

Additionally, on March 27, 2024, the Company's stockholders approved an amendment to the Company's restated certificate of incorporation, as amended, or the Charter, to effect a reverse stock split of the Company's issued and outstanding common stock, at a ratio in the range of 1-for-20 and 1-for-30, with such ratio to be determined at the discretion of the Company's board of directors, or the Board of Directors. The Board of Directors subsequently approved a final reverse stock split ratio of 1-for-30, and the Company effected the Reverse Stock Split on April 4, 2024. As a result of the Reverse Stock Split, all figures in this Quarterly Report on Form 10-Q relating to shares of the Company's common stock (such as share amounts, per share amounts, and conversion rates and prices), have been adjusted to reflect the Reverse Stock Split for all periods presented, including reclassifying an amount equal to the reduction in par value of common stock to additional paid-in capital. Shares of common stock underlying outstanding stock options, restricted stock units and warrants were proportionately reduced and the respective exercise prices, if applicable, were proportionately increased in accordance with their terms. Additionally, the conversion ratio of the Company's Series A Preferred Stock was proportionally adjusted. Stockholders entitled to fractional shares as a result of the Reverse Stock Split received a cash payment in lieu of receiving fractional shares.

On July 2, 2024, the Company entered into a securities purchase agreement, or the 2024 Securities Purchase Agreement, for a private investment in public equity financing, or the 2024 Private Placement, which provided for the issuance of 3,563,247 shares of common stock and 2,937,903 shares of Series B Non-Voting Convertible Preferred Stock, par value $0.0001 per share, or the Series B Preferred Stock, each at a purchase price of $20.00 per share. The 2024 Private Placement resulted in gross proceeds of approximately $130.0 million before deducting placement agent fees and other offering expenses. On September 20, 2024, the Company's stockholders approved the conversion of shares of Series B Preferred Stock into shares of

common stock. For additional information, see Note 11 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

The Company is subject to risks common to companies in the biotechnology industry including, but not limited to, new technological innovations, protection of proprietary technology, dependence on key personnel, compliance with government regulations and the need to obtain additional financing. Product candidates currently under development will require significant additional research and development efforts, including extensive preclinical and clinical testing and regulatory approval, prior to commercialization. These efforts require significant amounts of additional capital, adequate personnel infrastructure and extensive compliance-reporting capabilities.

The Company's product candidates are in preclinical and clinical development. There can be no assurance that the Company's research and development will be successfully completed, that adequate protection for the Company's intellectual property will be obtained, or maintained, that any products developed will obtain necessary government regulatory approval or that any approved products will be commercially viable. Even if the Company's product development efforts are successful, it is uncertain when, if ever, the Company will generate significant revenue from product sales. The Company operates in an environment of rapid change in technology and substantial competition from pharmaceutical and biotechnology companies. In addition, the Company is dependent upon the services of its employees and consultants.

Unaudited Interim Financial Information

The accompanying unaudited consolidated financial statements for the three months ended March 31, 2025 and 2024 have been prepared by the Company pursuant to the rules and regulations of the Securities and Exchange Commission, or the SEC, for interim financial statements. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America, or U.S. GAAP, have been condensed or omitted pursuant to such rules and regulations. These consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and the notes thereto for the year ended December 31, 2024 included in the Company's Annual Report on Form 10-K that was filed with the SEC on March 13, 2025. The unaudited interim financial statements have been prepared on the same basis as the audited consolidated financial statements. In the opinion of management, the accompanying unaudited interim consolidated financial statements contain all adjustments that are necessary for a fair statement of the Company's financial position as of March 31, 2025, the consolidated results of operations for the three months ended March 31, 2025, and cash flows for the three months ended March 31, 2025. Such adjustments are of a normal and recurring nature. The results of operations for the three months ended March 31, 2025 are not necessarily indicative of the results of operations that may be expected for the year ending December 31, 2025.

Liquidity and Management's Plan

The future success of the Company is dependent on its ability to develop its product candidates and ultimately upon its ability to attain and sustain profitable operations. The Company is subject to a number of risks similar to other early-stage life science companies, including, but not limited to, successful development of its product candidates, raising additional capital with favorable terms, protection of proprietary technology and market acceptance of any approved future products. The successful development of product candidates requires substantial working capital, which may not be available to the Company on favorable terms or at all.

To date, the Company has financed its operations primarily through public offerings and private placements of its securities, funding received from research grants, collaboration and license arrangements and a credit facility. The Company currently has no source of product revenue, and it does not expect to generate product revenue for the foreseeable future. To date, the Company's revenue has primarily been from collaboration agreements. The Company has devoted substantially all of its financial resources and efforts to developing its existing product candidates, identifying potential product candidates and conducting preclinical studies and clinical trials. The Company is in the early stages of development of its product candidates, and it has not completed development of any product candidates.

As of March 31, 2025, the Company's cash, cash equivalents, and restricted cash were $182.1 million, of which $1.7 million was restricted cash related to lease commitments. The Company believes the cash, cash equivalents and restricted cash as of March 31, 2025 will enable it to fund its current planned operations for at least the next 12 months from the date of issuance of these financial statements, though it may pursue additional cash resources through public or private equity or debt financings or by establishing collaborations with other companies. Management's expectations with respect to its ability to fund current and long term planned operations are based on estimates that are subject to risks and uncertainties. If actual results are different from management's estimates, the Company may need to seek additional strategic or financing opportunities sooner than would otherwise be expected. However, there is no guarantee that any of these strategic or financing opportunities will be executed on favorable terms, and some could be dilutive to existing stockholders. Further, the liability associated with the CVR Agreement (as defined below) will be settled solely through cash flow received under the Company's License and Development Agreement, or as so amended, the Sobi License, with Swedish Orphan Biovitrum AB (publ.), or Sobi, and any other Gross Proceeds (as defined in the CVR Agreement) net of certain agreed deductions. Under the CVR Agreement, 100% of all milestone payments, royalties and other amounts paid to the Company or controlled entities under the Sobi License, and any

other Gross Proceeds will be distributed, net of specified deductions, to holders of the CVRs. There is no obligation to the Company to fund any amount related to the CVR liability. See Note 7.

If the Company is unable to obtain additional funding on a timely basis, it may be forced to significantly curtail, delay, or discontinue one or more of its planned research or development programs or be unable to expand its operations or otherwise capitalize on its commercialization of its product candidates. As of March 31, 2025, the Company had an accumulated deficit of $709.8 million. The Company anticipates operating losses to continue for the foreseeable future due to, among other things, costs related to research and development of its product candidates and its administrative organization.

2. Basis of Presentation

Principles of Consolidation

The consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries, Selecta (RUS), LLC, or Selecta (RUS), a Russian limited liability corporation, Selecta Biosciences Security Corporation, a Massachusetts securities corporation which the Company dissolved in December 2024, and Cartesian Bio, LLC, a Delaware limited liability company, which is a variable interest entity for which the Company is the primary beneficiary. All significant intercompany accounts and transactions have been eliminated.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. The Company's management considers many factors in selecting appropriate financial accounting policies and controls, and bases its estimates on historical experience and other market-specific or other relevant assumptions that it believes to be reasonable under the circumstances. In preparing these consolidated financial statements, management used significant estimates in the following areas, among others: fair value of the intangible assets acquired in connection with the Merger, fair value of the CVRs, deferred income taxes, revenue recognition, accrued research and development expenses, stock-based compensation expense, fair value of the liability-classified warrants, and impairment of long-lived assets. The Company assesses the above estimates on an ongoing basis; however, actual results could materially differ from those estimates.

Segment Information

Operating segments are defined as components of an enterprise for which separate and discrete information is available for evaluation by the chief operating decision maker, or the CODM, for the purposes of assessing performance and allocating resources. The Company views its operations and manages its business in one operating segment, which prior to the Merger related to the research and development of nanoparticle immunomodulatory drugs for the treatment and prevention of human diseases and subsequent to the Merger relates to the research and development of cell therapy product candidates. The Company's CODM function is fulfilled by its Chief Executive Officer. The CODM function assesses performance for the segment and decides how to allocate resources based on consolidated net loss that is also reported on the consolidated statements of operations and comprehensive loss. The CODM function uses net loss to monitor budget versus actual results to assess performance of the segment. Segment assets are the same as total assets on the Company's consolidated balance sheets. All long-lived assets are located in the United States. Long-lived assets consist of property and equipment, net, and operating lease right-of-use assets.

3. Summary of Significant Accounting Policies

The Company disclosed its significant accounting policies in Note 3 – Summary of Significant Accounting Policies included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024. There have been no material changes to the Company's significant accounting policies during the three months ended March 31, 2025.

Recent Accounting Pronouncements

Not Yet Adopted

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* (ASU 2023-09), which improves the transparency of income tax disclosures by requiring consistent categories and greater disaggregation of information in the effective tax rate reconciliation and income taxes paid disaggregated by jurisdiction. It also includes certain other amendments to improve the effectiveness of income tax disclosures. This guidance will be effective for the annual periods beginning with the year ended December 31, 2025. Early adoption is permitted. Upon adoption, the guidance can be applied prospectively or retrospectively. The Company does not expect the adoption of this guidance to have a material impact on its consolidated financial statements or disclosures.

In November 2024, the FASB issued ASU 2024-03, *Income Statement Reporting - Comprehensive Income - Expense Disaggregation Disclosures (ASU 2024-03)*, which requires public companies to disclose, in interim and annual reporting periods, additional information about certain expenses in notes to financial statements, including purchases of inventory, employee compensation, depreciation, amortization of intangible assets, and selling expenses. This guidance will be effective for the annual period beginning the year ended December 31, 2027 and for interim periods beginning January 1, 2028, with early adoption permitted. The Company is currently in the process of evaluating the impact of the standard's adoption on its consolidated financial statements and related disclosures.

4. Goodwill and Intangible Assets

On November 13, 2023, the Company merged with Old Cartesian in accordance with the terms of the Merger Agreement, by and among Selecta, Sakura Merger Sub I, Inc., a wholly owned subsidiary of Selecta, or First Merger Sub, Sakura Merger Sub II, LLC, a wholly owned subsidiary of Selecta, or Second Merger Sub, and Old Cartesian. Pursuant to the Merger Agreement, First Merger Sub merged with and into Old Cartesian, pursuant to which Old Cartesian was the surviving corporation and became a wholly owned subsidiary of Selecta, or the First Merger. Immediately following the First Merger, Old Cartesian merged with and into Second Merger Sub, pursuant to which Second Merger Sub was the surviving entity, or the Second Merger and, together with the First Merger, the Merger. In connection with the Second Merger, Old Cartesian changed its name to Cartesian Bio, LLC. As a result of the Merger, Selecta changed its corporate name to Cartesian Therapeutics, Inc. See Note 4 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024 for further discussion of the Merger.

Goodwill

The Merger resulted in goodwill of approximately $48.2 million. There were no changes to the carrying value of the Company's goodwill during the three months ended March 31, 2025.

Intangible Assets

The following summarizes the Company's indefinite-lived intangible assets, all of which were acquired in the Merger (in thousands):

	March 31, 2025	December 31, 2024
Descartes-08 for MG	$ 93,900	$ 93,900
Descartes-08 for SLE	56,700	56,700
Total in-process research and development assets	$ 150,600	$ 150,600

5. Investments

In September 2021, the Company and Cyrus Biotechnology, Inc., or Cyrus, entered into a stock purchase agreement, or the Series B Preferred Stock Purchase Agreement. Pursuant to the Series B Preferred Stock Purchase Agreement, the Company purchased 2,326,934 shares of Cyrus' Series B Preferred Stock, par value $0.0001 per share, at a purchase price of $0.8595 per share, for $2.0 million.

In accordance with ASC 810, the Company has a variable interest in Cyrus resulting from its equity investment. The Company will share in Cyrus' expected losses or receive a portion of its expected returns and absorb the variability associated with changes in the entity's net assets. However, the Company is not the primary beneficiary as it does not have the power to direct the activities most significant to Cyrus, and therefore it is not required to consolidate Cyrus. The Company has recognized the $2.0 million investment of Cyrus' Series B Preferred Stock at cost on the purchase date.

As of March 31, 2025 and December 31, 2024, no impairment indicators were present and there were no observable price changes. Therefore, the carrying value of the investment in Cyrus is $2.0 million on the accompanying consolidated balance sheets. The Company's maximum exposure to loss related to this variable interest entity is limited to the carrying value of the investment. The Company has not provided financing to Cyrus other than the amount contractually required by the Series B Preferred Stock Purchase Agreement.

6. Net Loss Per Share Allocable to Common Stockholders

The Company reported a net loss for the three months ended March 31, 2025 and 2024. The following table sets forth the computation of basic and diluted net loss per share allocable to common stockholders for the three months ended March 31, 2025 and 2024 (in thousands, except share and per-share data):

	Three Months Ended March 31,	
	2025	2024
Numerator:		
Net loss	$ (17,710)	$ (56,824)
Denominator:		
Weighted-average common shares outstanding - basic and diluted	25,902,650	5,414,020
Net loss per share:		
Basic and diluted	$ (0.68)	$ (10.50)

The following table represents the potential dilutive shares of common stock excluded from the computation of the diluted net loss per share allocable to common stockholders for all periods presented, as the effect would have been anti-dilutive:

	Three Months Ended March 31,	
	2025	2024
Common stock options and restricted stock units	3,047,628	1,811,636
Warrants to purchase common stock	692,523	975,132
Series A Preferred Stock	4,026,346	17,808,670
Series A Preferred Stock options	—	470,403
Series B Preferred Stock	437,927	—
Total	8,204,424	21,065,841

7. Fair Value Measurements

The following tables present the Company's assets and liabilities that are measured at fair value on a recurring basis as of March 31, 2025 and December 31, 2024 (in thousands):

	March 31, 2025			
	Total	Level 1	Level 2	Level 3
Assets:				
Money market funds (included in cash equivalents)	$ 39,509	$ 39,509	$ —	$ —
Total assets	$ 39,509	$ 39,509	$ —	$ —
Liabilities:				
Warrant liabilities	$ 2,018	$ —	$ —	$ 2,018
Contingent value right liability	$ 387,400	$ —	$ —	$ 387,400
Total liabilities	$ 389,418	$ —	$ —	$ 389,418

	December 31, 2024			
	Total	Level 1	Level 2	Level 3
Assets:				
Money market funds (included in cash equivalents)	$ 39,088	$ 39,088	$ —	$ —
Total assets	$ 39,088	$ 39,088	$ —	$ —
Liabilities:				
Warrant liabilities	$ 3,836	$ —	$ —	$ 3,836
Contingent value right liability	$ 395,500	$ —	$ —	$ 395,500
Total liabilities	$ 399,336	$ —	$ —	$ 399,336

There were no transfers within the fair value hierarchy during the three months ended March 31, 2025 or the year ended December 31, 2024.

Cash, Cash Equivalents, and Restricted Cash

As of March 31, 2025 and December 31, 2024, money market funds were classified as cash and cash equivalents on the accompanying consolidated balance sheets as they mature within 90 days from the date of purchase.

As of March 31, 2025, the Company had restricted cash balances relating to secured letters of credit in connection with its real estate leases. The Company's consolidated statements of cash flows include the following as of March 31, 2025 and 2024 (in thousands):

	March 31,	
	2025	2024
Cash and cash equivalents	$ 180,434	$ 103,418
Long-term restricted cash	1,669	1,377
Total cash, cash equivalents, and restricted cash	$ 182,103	$ 104,795

Warrants to Purchase Common Stock

In December 2019, the Company issued warrants to purchase common stock in connection with a private placement, or the 2019 Warrants. The outstanding 2019 Warrants expired on December 23, 2024 in accordance with their terms. Pursuant to the terms of the 2019 Warrants, the Company could have been required to settle the 2019 Warrants in cash in the event of certain acquisitions of the Company and, as a result, the 2019 Warrants were required to be measured at fair value and reported as a liability on the balance sheet. On December 20, 2022, the Company amended the terms of the outstanding 2019 Warrants held by certain members of the Board of Directors, or the Amended 2019 Warrants, to remove the cash settlement provision. As a result, the Amended 2019 Warrants were remeasured at fair value on December 20, 2022 and reclassified from a liability to equity on the balance sheet.

In April 2022, the Company issued warrants in connection with an underwritten offering, or the 2022 Warrants. Pursuant to the terms of the 2022 Warrants, the Company could be required to settle the 2022 Warrants in cash in the event of an acquisition of the Company under certain circumstances and, as a result, the 2022 Warrants are required to be measured at fair value and reported as a liability on the balance sheet.

The Company recorded the fair value of the 2019 Warrants and the 2022 Warrants upon issuance using the Black-Scholes valuation model and is required to revalue the 2019 Warrants and the 2022 Warrants at each reporting date, with any changes in fair value recorded in the statements of operations and comprehensive loss. The valuations of the 2019 Warrants and the 2022 Warrants are classified as Level 3 of the fair value hierarchy due to the need to use assumptions in the valuations that are both significant to the fair value measurement and unobservable, including the stock price volatility and the expected life of the 2019 Warrants and the 2022 Warrants. Generally, increases (decreases) in the fair value of the underlying stock and estimated term would result in a directionally similar impact to the fair value measurement.

The estimated fair value of the 2019 Warrants and the 2022 Warrants were determined using the following inputs to the Black-Scholes simulation valuation:

Estimated fair value of the underlying stock. The Company estimates the fair value of the common stock based on the closing stock price at the end of each reporting period.

Risk-free interest rate. The risk-free interest rate is based on the U.S. Treasury at the valuation date commensurate with the expected remaining life assumption.

Dividend rate. The dividend rate is based on the historical rate, which the Company anticipates will remain at zero.

Expected life. The expected life of the 2019 Warrants was assumed to be equivalent to their remaining contractual term which expired on December 23, 2024. The expected life of the 2022 Warrants is assumed to be equivalent to their remaining contractual term which expires on April 11, 2027.

Volatility. The Company estimates stock price volatility based on the Company's historical volatility for a period of time commensurate with the expected remaining life of the warrants.

The 2019 Warrants expired on December 23, 2024 and therefore, there were no 2019 Warrants outstanding as of December 31, 2024 or March 31, 2025.

A summary of the Black-Scholes pricing model assumptions used to record the fair value of the 2022 Warrants liability is as follows:

	March 31, 2025	December 31, 2024
Risk-free interest rate	3.89 %	4.25 %
Dividend yield	—	—
Expected life (in years)	2.03	2.28
Expected volatility	94.79 %	92.92 %

The following table reflects a roll-forward of fair value for the Company's Level 3 warrant liabilities (see Note 11 to these unaudited consolidated financial statements) for the three months ended March 31, 2025 (in thousands):

	Warrant liabilities
Fair value as of December 31, 2024	$ 3,836
Change in fair value	(1,818)
Fair value as of March 31, 2025	$ 2,018

Contingent Value Right

On December 6, 2023, as contemplated by the Merger Agreement, the Company entered into a contingent value rights agreement, or the CVR Agreement, pursuant to which each holder of common stock or a 2022 Warrant as of December 4, 2023 was distributed a CVR, issued by the Company for each share of common stock held directly or underlying a 2022 Warrant held by such holder as of December 4, 2023. Holders of warrants other than the 2022 Warrants will be entitled to receive, upon exercise of such warrants and in accordance with the terms of the warrants, 30 CVRs per each share of common stock underlying such warrants.

Each CVR entitles its holder to distributions of the following, pro-rated on a per-CVR basis, during the period ending on the date on which the Royalty Term (as defined in the Sobi License) ends, or the Termination Date:

- 100% of all milestone payments, royalties and other amounts paid to the Company or its controlled affiliates, or the Company Entities, under the Sobi License or, following certain terminations of the Sobi License, any agreement a Company Entity enters into that provides for the development and commercialization of SEL-212; and
- 100% of all cash consideration and the actual liquidation value of any and all non-cash consideration of any kind that is paid to or is actually received by any Company Entity prior to the Termination Date pursuant to an agreement relating to a sale, license, transfer or other disposition of any transferable asset of the Company existing as of immediately prior to the Merger, other than those exclusively licensed under the Sobi License or which the Company Entities are required to continue to own in order to comply with the Sobi License.

The distributions in respect of the CVRs will be made on a semi-annual basis, and will be subject to a number of deductions, subject to certain exceptions or limitations, including for (i) certain taxes payable on the proceeds subject to the CVR distribution, (ii) certain out of pocket costs incurred by the Company Entities, including audit and accounting fees incurred in connection with reporting obligations relating to the CVRs and other expenses incurred in the performance of their obligations and other actions under the CVR Agreement, (iii) a fixed semi-annual amount of $0.75 million for general and administrative overhead, (iv) payments made and remaining obligations on lease liabilities of Selecta immediately prior to the Merger and (v) amounts paid and remaining obligations with regard to the Xork product candidate. Each of the deductions described in (iv) and (v) will be made only if certain milestone payments under the Sobi License are made and are also subject to certain adjustments as contemplated in the CVR Agreement. Upon the achievement of a development milestone in June 2024, Sobi became obligated to make a $30.0 million payment to the Company and made such payment in July 2024. The proceeds from this payment, net of deductions specified in the CVR Agreement, were included in the scheduled distribution to the holders of the CVR in March 2025.

The CVRs represent financial instruments that are accounted for under the fair value option election in ASC 825, *Financial Instruments*, or ASC 825. Under the fair value option election, the CVRs are initially measured at the aggregate estimated fair value of the CVRs and will be subsequently remeasured at estimated fair value on a recurring basis at each reporting period date. The liability was recorded at the date of approval, November 13, 2023, as a dividend. The estimated fair value of the CVR liability was determined using a Monte Carlo simulation model to estimate future cash flows associated with the legacy assets, including the expected milestone and royalty payments under the Sobi License, net of deductions. Changes in fair value of the CVR liability are presented in the consolidated statements of operations and comprehensive loss. The liability value is based on significant inputs not observable in the market such as estimated cash flows, estimated probabilities of success, and expected

volatility of future revenues, which represent a Level 3 measurement within the fair value hierarchy. The significant inputs used to estimate the fair value of the CVR liability, which represented a financial instrument being accounted for under the fair value option, were as follows:

	March 31, 2025	December 31, 2024
Estimated cash flow dates	2025 - 2038	2025-2038
Estimated probability of success	95.0% - 100.0%	95.0% - 100.0%
Expected volatility of future revenues	22.5 %	22.0 %

The following table reflects a roll-forward of fair value for the Company's Level 3 CVR liability for the three months ended March 31, 2025 (in thousands):

	CVR liability
Fair value as of December 31, 2024	$ 395,500
Distributions	(7,754)
Change in fair value	(346)
Fair value as of March 31, 2025	$ 387,400

Forward Contract Liabilities

The Company entered into a contract for the issuance of 149,330.115 shares of Series A Preferred Stock as part of the 2023 Private Placement which was settled in multiple tranches. The Company determined the obligation to issue 148,710.488 shares of Series A Preferred Stock to Dr. Timothy A. Springer, a member of the Company's Board of Directors, and TAS Partners LLC, an affiliate of Dr. Springer, represented a forward contract. See Note 11 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024. The initial fair value of the forward contract liability on November 13, 2023 was insignificant as the fair value of the underlying Series A Preferred Stock was equal to the purchase price of the Series A Preferred Stock as agreed upon in the 2023 Private Placement. Subsequent measurement of the fair value of the forward contract liability was based on the market price of the Company's common stock, which represented the redemption and conversion value of the Series A Preferred Stock, less the purchase price, on an as-converted basis. The non-cash settlement of a portion of the liability occurred on December 13, 2023 with the issuance of the first tranche of the Series A Preferred Stock for $14.8 million. The non-cash settlement of the remaining second and third tranches occurred on January 12, 2024 and February 11, 2024, respectively, for a total of $35.2 million.

8. Property and Equipment

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

	March 31, 2025	December 31, 2024
Laboratory equipment	$ 7,690	$ 7,295
Computer equipment and software	417	415
Leasehold improvements	4,076	3,427
Furniture and fixtures	269	268
Office equipment	170	169
Construction in process	480	695
Total property and equipment	13,102	12,269
Less: Accumulated depreciation	(2,928)	(2,357)
Property and equipment, net	$ 10,174	$ 9,912

Depreciation expense was $0.6 million and $0.2 million for the three months ended March 31, 2025 and 2024, respectively.

9. Accrued Expenses

Accrued expenses consist of the following (in thousands):

	March 31, 2025	December 31, 2024
Payroll and employee related expenses	$ 1,424	$ 3,534
Accrued patent fees	221	813
Accrued external research and development costs	4,917	2,987
Accrued professional and consulting services	1,668	3,674
Property and equipment	531	782
Other	436	286
Accrued expenses	$ 9,197	$ 12,076

10. Leases

7495 New Horizon Way Leases

On February 28, 2024, the Company entered into a lease agreement with 7495 RP, LLC, or the Landlord, pursuant to which it agreed to lease from the Landlord the manufacturing space located at 7495 New Horizon Way, Frederick, Maryland, or the Frederick Lease Agreement. The space consists of 19,199 leasable square feet of integrated manufacturing and office space. The lease commenced on May 1, 2024 which was the date the Landlord delivered full possession of the premises to the Company. The Frederick Lease Agreement will terminate approximately 7.2 years following the commencement date. The Company will have one option to extend the term of the Frederick Lease Agreement for a period of five years at a cost of 100% of the then-fair market value, not to exceed 103% of the then-current base rent.

Base rent, which was due beginning on July 1, 2024, is $0.9 million annually and is subject to an annual upward adjustment of 3% of the then-current rental rate. In addition, the Company is obligated to pay its share of operating costs and taxes related to the property. The Company paid the first month's rent of $0.1 million upon execution of the Frederick Lease Agreement.

The Company assessed the classification of the lease at the commencement date and concluded it should be accounted for as an operating lease. The Company recorded a lease liability and right-of-use asset of $3.6 million and $3.7 million, respectively, on the commencement date. The Frederick Lease Agreement includes a tenant improvement allowance of up to $0.7 million which was recognized as a reduction in the right-of-use asset and lease liability at the commencement date as the Company was reasonably certain to incur reimbursable costs related to alterations equal to or exceeding the amount. Additionally, the prepaid rent was included as an adjustment to the right-of-use asset. The discount rate of 14% was determined based on the Company's incremental borrowing rate adjusted for the lease term, including any reasonably certain renewal periods.

Effective May 7, 2024, the Company and the Landlord entered into the first amendment to the Frederick Lease Agreement, or the First Frederick Lease Agreement Amendment, providing for the expansion of the premises leased pursuant to the Frederick Lease Agreement by approximately 7,842 square feet. In connection with the expansion of the leased premises, the Company is obligated to pay $0.3 million in additional annual base rent for the first year of the term, which is subject to an annual upward adjustment of 3% of the then-current rental rate, as well as its share of operating costs and taxes. The lease commenced on May 7, 2024 which was the date the Landlord delivered full possession of the premises to the Company and will be coterminous with the Frederick Lease Agreement. The rent commencement date was September 1, 2024.

The Company assessed the classification of the lease at the commencement date and concluded it should be accounted for as an operating lease. The Company recorded a lease liability and right-of-use asset each of $1.2 million on the commencement date. The First Frederick Lease Agreement Amendment includes a tenant improvement allowance of up to $0.1 million which was recognized as a reduction in the right-of-use asset and lease liability at the commencement date as the Company was reasonably certain to incur reimbursable costs related to alterations equal to or exceeding the amount. The discount rate of 14% was determined based on the Company's incremental borrowing rate adjusted for the lease term.

Effective August 30, 2024, the Company and the Landlord entered into the second amendment to the Frederick Lease Agreement, or the Second Frederick Lease Agreement Amendment, providing for the expansion of the premises leased pursuant to the Frederick Lease Agreement and First Frederick Lease Agreement Amendment by approximately 2,009 square feet. In connection with the expansion of the leased premises, the Company is obligated to pay $0.1 million in additional annual base rent for the first year of the term, which is subject to an annual upward adjustment of 3% of the then-current rental rate, as well as its share of operating costs and taxes. The lease commenced on September 1, 2024, which was the date the Landlord

delivered full possession of the premises to the Company and will be coterminous with the Frederick Lease Agreement and the First Frederick Lease Agreement Amendment. The rent commencement date was September 1, 2024.

The Company assessed the classification of the lease at the commencement date and concluded it should be accounted for as an operating lease. The Company recorded a lease liability and right-of-use asset each of $0.3 million on the commencement date. The discount rate of 14% was determined based on the Company's incremental borrowing rate adjusted for the lease term.

On March 13, 2025, the Company and the Landlord entered into the third amendment to the Frederick Lease Agreement, or the Third Frederick Lease Agreement Amendment, providing for the expansion of the premises leased pursuant to the Frederick Lease Agreement by approximately 6,439 square feet. The Third Frederick Lease Agreement Amendment is expected to become effective on May 12, 2025. In connection with the expansion of the leased premises, the Company is obligated to pay $0.2 million in additional annual base rent for the first year of the term, which is subject to an annual upward adjustment of 3% of the then-current rental rate, as well as its share of operating costs and taxes. The initial term of the Third Frederick Lease Agreement Amendment is expected to commence on September 1, 2025 once the Landlord delivers full possession of the premises to the Company and will be coterminous with the Frederick Lease Agreement, the First Frederick Lease Agreement Amendment and the Second Frederick Lease Agreement Amendment.

The Company secured a letter of credit from Silicon Valley Bank, a division of First-Citizens Bank & Trust Company (successor by purchase to the Federal Deposit Insurance Corporation as Receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank)), or SVB, for $0.3 million for the Frederick Lease Agreement, the First Frederick Lease Agreement Amendment and the Second Frederick Lease Agreement Amendment, which is recognized as long-term restricted cash as of March 31, 2025 and December 31, 2024 and renews automatically each year.

65 Grove Street Lease

In July 2019, the Company entered into a lease with BRE-BMR Grove LLC for 25,078 square feet of laboratory and office space located at 65 Grove Street, Watertown, Massachusetts, or the Watertown Lease Agreement. As part of the Watertown Lease Agreement, the Company incurred $0.8 million in on-reimbursable construction costs. The lease began in March 2020, when the Company took control of the office space, and the lease term is eight years. The discount rate of 8.9% was determined based on the Company's incremental borrowing rate adjusted for the lease term, including any reasonably certain renewal periods. In connection with the Watertown Lease Agreement, the Company secured a letter of credit from SVB for $1.6 million.

On September 1, 2022, the Company entered into an amendment to the Watertown Lease, or the Watertown Lease Agreement Amendment, to expand the Company's laboratory and office space located at 65 Grove Street, Watertown, Massachusetts by approximately 7,216 square feet. The lease term began on September 1, 2022, consistent with when the Company took control of the office space and expected lease term is 5.7 years. The discount rate of 11.3% was determined based on the Company's incremental borrowing rate adjusted for the lease term including any reasonably certain renewal periods. Rent payments began in November 2022, and the base rent for the first year is $0.1 million per month. The Company recorded the right-of-use asset and operating lease liabilities of $3.2 million during the year ended December 31, 2022 as control of the premises was transferred to the Company during such year.

On October 6, 2022, the Company entered into a sublease agreement to sublease 7,216 square feet of space currently rented by the Company at 65 Grove Street, Watertown, Massachusetts. The sublease commenced on October 24, 2022. The term of the sublease expired on March 31, 2024 with no option to extend the sublease term. Sublease income is included within other income, net in the consolidated statements of operations and comprehensive loss.

As a result of the sublease agreement, rent payments to BRE-BMR Grove LLC for the lease of the office space increased. The change of consideration in the contract was accounted for as a lease modification and the right-of-use asset and lease liability were remeasured at the modification date of October 24, 2022. The discount rate of 11.9% was determined based on the Company's incremental borrowing rate adjusted for the lease term including any reasonably certain renewal periods as of October 24, 2022, resulting in a decrease of less than $0.1 million to both the right-of-use asset and lease liabilities.

In May 2023, the Company received notice from BRE-BMR Grove LLC that the requirements to reduce the amount of the letter of credit for the Watertown Lease had been met. In connection therewith, in June 2023, the Company secured a letter of credit from JPMorgan Chase Bank, N.A. for $1.4 million, which is recognized as long-term restricted cash as of March 31, 2025 and December 31, 2024, and renews automatically each year. The $1.6 million letter of credit with SVB was released from restriction and returned to the Company on July 17, 2023, and therefore was reclassified into cash and cash equivalents in the consolidated balance sheets.

On October 31, 2023, in connection with entering into Amendment No. 1 to the Sobi License as described in Note 13, the Company entered into a sublease agreement with Sobi to sublease approximately 5,600 square feet of space currently rented by the Company at 65 Grove Street, Watertown, Massachusetts for which Sobi paid $1.0 million upfront rental payment. The sublease commenced on November 6, 2023. The term of this sublease expired on November 5, 2024. Sublease income is included within other income, net in the consolidated statements of operations and comprehensive loss.

During the year ended December 31, 2023, the Company determined that the right-of-use asset related to the operating lease for approximately 7,216 square feet at 65 Grove Street was partially impaired as of November 30, 2023. As a result, the Company recognized a $0.7 million right-of-use asset impairment charge in the year ended December 31, 2023.

As a result of the expiration of the sublease to Sobi in November 2024 and the Company's decision to cease use of its office and laboratory space at 65 Grove Street, Watertown, Massachusetts, the Company assessed the right-of-use assets and related furniture and fixtures associated with the Watertown Lease Agreement and Watertown Lease Agreement Amendment for impairment. The carrying value of each asset group was compared against the future net undiscounted cash flows projected to be generate over the remaining lease terms. These projections included management's estimates off cash inflows from potential sublease income. The carrying amount of the asset groups was found to be unrecoverable, thus the Company assessed the fair value of each asset group. The fair value was determined using the income approach, whereby the Company discounted the estimated net cash flows using a rate commensurate with the Company's estimated incremental borrowing rate. As a result of this assessment, which included unrecoverable operating and maintenance costs, the Company determined that each asset group was fully impaired. As such, an impairment charge of $7.6 million was recognized during the year ended December 31, 2024, $7.4 million of which related to the right-of-use assets and $0.2 million related to property and equipment.

704 Quince Orchard Road Leases

In connection with the Merger, the Company acquired two operating leases for office and laboratory space in Gaithersburg, Maryland. These leases expire in January 2027 and do not contain any renewal rights. The discount rate of 11.5% was determined based on the Company's incremental borrowing rate adjusted for the lease term.

For the three months ended March 31, 2025 and 2024, the components of lease costs were as follows (in thousands):

	Three Months Ended March 31,	
	2025	**2024**
Operating lease cost	$ 584	$ 775
Variable lease cost	406	397
Short-term lease cost	11	3
Less: Sublease income	—	(510)
Total lease cost	$ 1,001	$ 665

The maturity of the Company's operating lease liabilities as of March 31, 2025 were as follows (in thousands):

	March 31, 2025
2025 (remainder)	$ 3,328
2026	4,538
2027	4,345
2028	2,314
2029	1,409
Thereafter	2,188
Total future minimum lease payments	18,122
Less: Imputed interest	4,056
Total operating lease liabilities	$ 14,066

The supplemental disclosure for the statements of cash flows related to operating leases was as follows (in thousands):

	Three Months Ended March 31,	
	2025	**2024**
Cash paid for amounts included in the measurement of lease liabilities:	$ 317	$ 761

The changes in the Company's right-of-use assets and lease liabilities for the three months ended March 31, 2025 and 2024 are reflected in the non-cash lease expense and accrued expenses and other liabilities, respectively, in the consolidated statements of cash flows.

The following summarizes additional information related to operating leases:

	March 31,	
	2025	2024
Weighted-average remaining lease term	4.4 years	4.0 years
Weighted-average discount rate	11.8 %	9.9 %

11. Equity

Equity Financings

2024 Private Placement

On July 2, 2024, the Company and certain institutional and accredited investors, or the Purchasers, entered into the 2024 Securities Purchase Agreement for the 2024 Private Placement.

Pursuant to the 2024 Securities Purchase Agreement, the Purchasers agreed to purchase an aggregate of 3,563,247 shares of common stock and 2,937,903 shares of Series B Preferred Stock, inclusive of 2,359,500 shares of Series B Preferred Stock purchased by directors and executive officers of the Company, and related parties thereto, each at a price per share of $20.00. The 2024 Private Placement resulted in gross proceeds of approximately $130.0 million before deducting placement agent fees and other offering expenses.

"At-the-Market" Offering

On December 13, 2024, the Company entered into a Sales Agreement, or the Sales Agreement, with Leerink Partners LLC to sell shares of the Company's common stock, from time to time, through an "at the market" equity offering program under which Leerink Partners LLC will act as sales agent. The shares of common stock sold pursuant to the Sales Agreement will be issued pursuant to the Company's shelf registration statement on Form S-3 (File No. 333-283803), filed on December 13, 2024 with the SEC, and related prospectus supplement, filed on January 8, 2025 with the SEC, for aggregate gross sales proceeds of up to $100.0 million.

During the three months ended March 31, 2025 and the year ended December 31, 2024, the Company sold no shares of its common stock pursuant to the Sales Agreement.

Warrants

The following is a summary of warrant activity for the three months ended March 31, 2025:

	Number of Warrants			
	Equity classified	Liability classified	Total	Weighted-average exercise price
Outstanding at December 31, 2024	6,811	685,712	692,523	$ 46.96
Outstanding at March 31, 2025	6,811	685,712	692,523	$ 46.96

See Note 12 to the consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024 for further discussion of the terms related to the Company's warrants.

Common Stock

On April 4, 2024, the Company implemented the Reverse Stock Split. The Reverse Stock Split became effective at 4:30 p.m. Eastern Time on April 4, 2024. On April 5, 2024, the Company's common stock began trading on The Nasdaq Global Market on a split-adjusted basis under the symbol "RNAC" with a new CUSIP number, 816212302. As a result of the Reverse Stock Split, every 30 shares of common stock outstanding were combined, automatically and without any action on the part of the Company or its stockholders, into one share of common stock. Stockholders entitled to fractional shares as a result of the Reverse Stock Split received a cash payment in lieu of receiving fractional shares. The Reverse Stock Split did not change the number of authorized shares or par value of the Company's common or preferred stock.

Preferred Stock

As of March 31, 2025, the Company had 120,790.402 shares of Series A Preferred Stock and 437,927 shares of Series B Preferred Stock issued and outstanding, respectively, which are convertible into 4,464,273 shares of common stock.

Reserved Shares

The Company has authorized shares of common stock for future issuance as of March 31, 2025 as follows:

	March 31, 2025
Exercise of warrants	692,523
Shares available for future stock incentive awards	4,169,806
Unvested restricted stock units	572,605
Outstanding common stock options	2,475,023
Series A Preferred Stock	4,026,346
Series B Preferred Stock	437,927
Total	12,374,230

12. Stock Incentive Plans

The Company maintained the 2008 Stock Incentive Plan, or the 2008 Plan, for employees, consultants, advisors, and directors. The 2008 Plan provided for the granting of incentive and non-qualified stock option and restricted stock awards as determined by the Board of Directors. In connection with the Merger, all outstanding awards issued under the 2008 Plan were cancelled, and the Board of Directors formally terminated the 2008 Plan.

In June 2016, the Company's stockholders approved the 2016 Incentive Award Plan, or the 2016 Plan, which authorized 40,341 shares of common stock for future issuance under the 2016 Plan and the Company ceased granting awards under the 2008 Plan. Upon the effective date of the 2016 Plan, awards issued under the 2008 Plan remained subject to the terms of the 2008 Plan. Awards granted under the 2008 Plan that expired, lapsed or terminated became available under the 2016 Plan as shares available for future grants.

Additionally, pursuant to the terms of the 2016 Plan, the Board of Directors is authorized to grant awards with respect to common stock, and may delegate to a committee of one or more members of the Board of Directors or executive officers of the Company the authority to grant options and restricted stock units. On December 9, 2020, the Board of Directors established a Stock Option Committee authorized to grant awards to certain employees and consultants subject to conditions and limitations within the 2016 Plan. In June 2024, the Company's stockholders approved an amendment and restatement of the 2016 Plan to reserve an additional 3,466,544 shares of the Company's common stock for issuance. In January 2025, the number of shares of common stock that may be issued under the 2016 Plan was increased by 1,030,694. As of March 31, 2025, 3,598,149 shares remain available for future issuance under the 2016 Plan.

In September 2018, the Company's 2018 Employment Inducement Incentive Award Plan, or the 2018 Inducement Incentive Award Plan, was adopted by the Board of Directors without stockholder approval pursuant to Rule 5635(c)(4) of the Nasdaq Stock Market LLC listing rules, which authorized 39,166 shares of its common stock for issuance. In March 2019, the Board of Directors approved an amendment and restatement of the 2018 Inducement Incentive Award Plan to reserve an additional 66,667 shares of the Company's common stock for issuance thereunder. In December 2023, the Board of Directors approved an amendment and restatement of the 2018 Inducement Incentive Award Plan to reserve an additional 60,833 shares of the Company's common stock for issuance thereunder. In June and December 2024, the Board of Directors approved amendments and restatements of the 2018 Inducement Incentive Award Plan to reserve an additional 360,000 and 450,000 shares, respectively, of the Company's common stock for issuance thereunder. As of March 31, 2025, there are 489,683 shares available for future grant under the 2018 Inducement Incentive Award Plan.

In accordance with the Merger Agreement, the Company assumed Old Cartesian's 2016 Stock Incentive Plan, or the Old Cartesian Plan. The Old Cartesian Plan permits the granting of options or restricted stock to employees, officers, directors, consultants and advisors to the Company. The unvested common stock options and Series A Preferred Stock options assumed by the Company in connection with the Merger generally vest over a four-year period. Additionally, the stock options granted have a contractual term of ten years and only full shares can be exercised as per the individual award agreements. As of March 31, 2025, there are 36,179 shares available for future grant under the Old Cartesian Plan.

In connection with the Merger, the outstanding stock options to purchase Old Cartesian common stock were converted into stock options to purchase 776,865 shares of common stock and 14,112.299 shares of Series A Preferred Stock of the Company. These replacement awards were revalued at their acquisition-date fair value and then attributed to pre- and post-combination service. This resulted in $2.6 million attributed to post-combination service to be recognized as stock-based compensation expense over the remaining terms of the replacement awards, of which $0.2 million and $0.4 million was recognized as research and development expense in the consolidated statements of operations and comprehensive loss during the three months ended March 31, 2025 and 2024, respectively. Following the stockholder approval of the conversion of the Series A Preferred Stock into shares of common stock, the options exercisable for shares of Series A Preferred Stock became exercisable for shares of common stock.

Stock-Based Compensation Expense

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

	Three Months Ended March 31,	
	2025	2024
Research and development	$ 1,275	$ 712
General and administrative	1,233	719
Total stock-based compensation expense	$ 2,508	$ 1,431

Stock Options

The estimated grant date fair values of stock option awards granted under the 2016 Plan and the 2018 Inducement Incentive Award Plan were calculated using the Black-Scholes option pricing model based on the following weighted-average assumptions:

	Three Months Ended March 31,	
	2025	2024
Risk-free interest rate	4.46 %	3.95 %
Dividend yield	—	—
Expected term (in years)	6.20	6.20
Expected volatility	97.44 %	95.37 %
Weighted-average fair value of common stock	$ 17.46	$ 19.78

The expected term of the Company's stock options granted has been determined utilizing the "simplified" method for awards that qualify as "plain-vanilla" options. Under the simplified method, the expected term is presumed to be the midpoint between the vesting date and the end of the contractual term. The Company utilizes this method due to lack of historical exercise data and the plain nature of its stock-based awards. Expected volatilities are based on the Company's historical volatility.

The weighted-average grant date fair value of stock options granted during the three months ended March 31, 2025 and 2024 was $14.03 and $15.79, respectively.

As of March 31, 2025, total unrecognized compensation expense related to unvested common stock options was $17.9 million, which is expected to be recognized over a weighted average period of 3.2 years.

The following table summarizes the stock option activity under the 2016 Plan, the 2018 Inducement Incentive Award Plan, and the Old Cartesian Plan for options for common stock:

	Number of common stock options	Weighted-average exercise price ($)	Weighted-average remaining contractual term (in years)	Aggregate intrinsic value (in thousands)
Outstanding at December 31, 2024	1,706,035	$ 11.99	7.59	$ 12,025
Granted	944,909	$ 17.46		
Exercised	(55,690)	$ 3.29		
Forfeited	(120,231)	$ 18.49		
Outstanding at March 31, 2025	2,475,023	$ 13.96	8.17	$ 7,376
Vested at March 31, 2025	781,188	$ 6.23	5.67	$ 6,490
Vested and expected to vest at March 31, 2025	2,181,547	$ 13.38	8.00	$ 7,376

Restricted Stock Units

During the three months ended March 31, 2025, the Company granted 256,790 restricted stock unit awards with a weighted-average fair value of $16.93 per share based on the closing price of the Company's common stock on the date of grant under the 2016 Plan, which generally vest over a four-year term. Forfeitures are estimated at the time of grant and are adjusted, if necessary, in subsequent periods if actual forfeitures differ from those estimates. The Company has estimated a forfeiture rate of 10% for restricted stock unit awards based on historical experience.

Unrecognized compensation expense related to the restricted stock units was $8.0 million as of March 31, 2025, which is expected to be recognized over a weighted-average period of 3.0 years.

The following table summarizes the Company's restricted stock units under the 2016 Plan and the Old Cartesian Plan:

	Number of shares	Weighted-average grant date fair value ($)
Unvested at December 31, 2024	444,238	$ 19.86
Granted	256,790	16.93
Vested	(113,042)	19.66
Forfeited	(15,381)	17.15
Unvested at March 31, 2025	572,605	$ 18.63

13. Revenue Arrangements

Collaboration and license revenue

Astellas Gene Therapies

License and Development Agreement

In January 2023, the Company entered into the License and Development Agreement, or the Astellas Agreement, with Audentes Therapeutics, Inc., or Astellas. Under the Astellas Agreement, the Company granted Astellas an exclusive license to the Company's IdeXork technology arising from Xork, to develop and commercialize Xork for use in Pompe disease in combination with an Astellas gene therapy investigational or authorized product. Xork, Genovis' IgG Protease, was licensed pursuant to an Exclusive License Agreement, or the Genovis Agreement, with Genovis AB (publ.), or Genovis, as described in Note 15 to these unaudited consolidated financial statements. Astellas paid a $10.0 million upfront payment to the Company upon signing of the Astellas Agreement, and the Company was entitled to receive up to $340.0 million in future additional payments over the course of the partnership that were contingent on the achievement of various development and regulatory milestones and, if commercialized, sales thresholds for annual net sales where Xork is used as a pre-treatment for an Astellas investigational or authorized product. The Company was also eligible for tiered royalty payments ranging from low to high single digits. Any proceeds received from milestone payments or royalties relating to Xork would have been required to be distributed to holders of CVRs, net of certain deductions. A more detailed description of the Astellas Agreement and the Company's evaluation of this agreement under ASC 606 can be found in Note 14 to the consolidated financial statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

In March 2024, the Company was notified by Astellas of its intention to terminate the Astellas Agreement, which occurred effective June 6, 2024.

As of March 31, 2025, there were no unsatisfied performance obligations related to the Astellas Agreement. As of each of March 31, 2025 and December 31, 2024, the Company recorded a receivable of $0.1 million, representing billings for the Xork Development Services (as defined in the Astellas Agreement) that are subject to reimbursement by Astellas. No revenue related to the Astellas Agreement was recognized during the three months ended March 31, 2025. During the three months ended March 31, 2024, revenue of $5.8 million related to the Astellas Agreement was recognized, inclusive of $3.2 million of revenue recognized from performance obligations related to prior periods as a result of the change in transaction price during the three months ended March 31, 2024.

Swedish Orphan Biovitrum AB (publ.)

License and Development Agreement

In June 2020, the Company and Sobi entered into the Sobi License, which was subsequently amended in October 2023. Pursuant to the Sobi License, the Company agreed to grant Sobi an exclusive, worldwide (except as to Greater China) license to develop, manufacture and commercialize the SEL-212 drug candidate, which is currently in development for the treatment of chronic refractory gout. The SEL-212 drug candidate is a pharmaceutical composition containing a combination of SEL-037, or the Compound, and ImmTOR. Pursuant to the Sobi License, in consideration of the license, Sobi agreed to pay the Company a one-time, upfront payment of $75.0 million. Sobi has also agreed to make milestone payments totaling up to $630.0 million to the Company upon the achievement of various development and regulatory milestones and, if commercialized, sales thresholds for annual net sales of SEL-212, and tiered royalty payments ranging from the low double digits on the lowest sales tier to the high teens on the highest sales tier. A more detailed description of the Sobi License and the Company's evaluation of this agreement under ASC 606 can be found in Note 14 to the consolidated financial statements in the Company's Annual Report on Form 10-K for the year ended December 31, 2024. Any proceeds received from milestone payments or royalties relating to the Sobi License would be required to be distributed to holders of CVRs, net of certain deductions.

On June 28, 2024, Sobi initiated a rolling biologics license application to the FDA for SEL-212 for the potential treatment of chronic refractory gout which resulted in the achievement of a development milestone and a $30.0 million payment obligation from Sobi to the Company. As a result, the development milestone was no longer constrained and $30.0 million was recognized as revenue during the year ended December 31, 2024 as there were no remaining performance obligations under the Sobi License. The proceeds from the achievement of the development milestone were received from Sobi in July 2024 and were included, net of deductions as specified in the CVR Agreement, in the distribution to holders of the CVRs in March 2025.

As of each of March 31, 2025 and December 31, 2024, the Company recorded total outstanding receivables of $0.1 million, representing billings for the Phase 3 DISSOLVE program that are subject to reimbursement by Sobi. Additionally, as of March 31, 2025 and December 31, 2024, there was no unbilled receivable outstanding. No revenue was recognized during either of the three months ended March 31, 2025 and 2024.

Transaction Price Allocated to Future Performance Obligations

Remaining performance obligations represent the transaction price of contracts for which work has not been performed, or has been partially performed. As of March 31, 2025 and December 31, 2024, there were no unsatisfied performance obligations from contracts with customers.

Grant revenue

National Institute of Neurological Disorders and Stroke of the National Institutes of Health

In June 2024, the Company received funding approval from the National Institute of Neurological Disorders and Stroke of the National Institutes of Health, or NINDS, for an award of $1.5 million granted for the budget period, which runs from June 2024 through May 2025. Subject to the availability of funds and satisfactory progress of the project, an additional $1.5 million has been recommended by NINDS to be awarded for the budget period June 2025 through May 2026. The funding was provided by NINDS to further the Company's use of RNA-based CAR-T cells to combat autoantibody-associated autoimmune disorders. Grant funding is to be used solely for manufacturing of RNA-based CAR-T cells and analysis of samples to inform mechanism of action. The award period runs through May 31, 2026. The Company will recognize grant revenue when expenses reimbursable under the grant have been incurred.

As of March 31, 2025 and December 31, 2024, the Company recorded a receivable of $1.3 million and $0.6 million, respectively, that is subject to reimbursement by NINDS. The Company recognized grant revenue of $0.7 million during the three months ended March 31, 2025.

14. Related-Party Transactions

2023 Securities Purchase Agreement

On November 13, 2023, the Company entered into the 2023 Securities Purchase Agreement with (i) Dr. Timothy A. Springer, a member of the Company's Board of Directors, (ii) TAS Partners LLC, an affiliate of Dr. Springer, and (iii) Seven One Eight Three Four Irrevocable Trust, a trust associated with Dr. Murat Kalayoglu, a member of the Company's Board of Directors, in which the Company agreed to issue and sell an aggregate of 149,330.115 shares of Series A Preferred Stock for an aggregate purchase price of $60.25 million (see Note 10). The 2023 Private Placement included a delayed settlement mechanism, and as a result, the below issuances and sales to related parties of the Company were made during the three months ended March 31, 2024.

Name	Shares of Series A Preferred Stock purchased	Total aggregate purchase price (in thousands)
Timothy A. Springer, Ph.D.	99,140.326	$ 40,000

Exercise of Amended 2019 Warrants

On March 26, 2024, TAS Partners LLC exercised 65,681 Amended 2019 Warrants, paid the per-share exercise price of $43.80 in cash for an aggregate exercise price of $2.9 million, and received 65,681 shares of common stock and 1,970,443 CVRs.

During the three months ended March 31, 2025, there were no related party transactions.

15. Collaboration and License Agreements

Biogen MA, Inc.

On September 8, 2023, the Company entered into a non-exclusive, sublicensable, worldwide, perpetual patent license agreement, or the Biogen Agreement, with Biogen MA, Inc., or Biogen, to research, develop, make, use, offer, sell and import products or processes containing or using an engineering T-cell modified with an mRNA comprising, or encoding a protein comprising, certain sequences licensed under the Biogen Agreement for the prevention, treatment, palliation and management

of autoimmune diseases and disorders, excluding cancers, neoplastic disorders, and paraneoplastic disorders. The Company is not obligated to pay Biogen any expenses, fees, or royalties.

The Company may terminate the Biogen Agreement for any reason or no reason, and Biogen may terminate the agreement after a notice-and-cure period of 30 days if the Company fails to pay a fee owed to Biogen or for any other material breach of the agreement. The Biogen Agreement will otherwise expire when all claims of all issued patents within the patents and patent applications licensed to the Company under the Biogen Agreement have expired or been finally rendered revoked, invalid or unenforceable by a decision of a court or government agency.

The Biogen Agreement encompasses patents and patent applications in the PCT/US2010/026825 patent family, which was filed March 10, 2010. In general, all patents that issue in this family have an expected expiration date of March 10, 2030, subject to potential patent term adjustments and/or extensions. For the U.S. patents and applications in this family, U.S. Patent 9,034,324 was awarded 677 days of patent term adjustment, which would extend the expiration date of this patent to January 16, 2032, absent any challenges to the patent term. The other issued patent in this family was not awarded any patent term adjustment, so its expected expiration date is March 10, 2030.

National Cancer Institute of the National Institutes of Health

Effective September 16, 2019, the Company entered into a nonexclusive, worldwide license agreement, or the NCI Agreement, with the U.S. Department of Health and Human Services, represented by the National Cancer Institute of the National Institutes of Health, or NCI.

Under the NCI Agreement, the Company was granted a license under certain NCI patents and patent applications designated in the agreement, to make, use, sell, offer and import products and processes within the scope of the patents and applications licensed under the NCI Agreement when developing and manufacturing anti-BCMA CAR-T cell products for the treatment of myasthenia gravis, pemphigus vulgaris, and immune thrombocytopenic purpura according to methods designated in the NCI Agreement.

In connection with the Company's entry into the NCI Agreement, Old Cartesian paid to NCI a one-time $0.1 million license royalty payment. Under the NCI Agreement, the Company is further required to pay NCI a low five-digit annual royalty. The Company must also pay earned royalties on net sales in a low single-digit percentage and pay up to $0.8 million in benchmark royalties upon the Company's achievement of designated benchmarks that are based on the commercial development plan agreed between the parties.

Under the NCI Agreement, the Company must use reasonable commercial efforts to bring licensed products and licensed processes to the point of Practical Application (as defined in the NCI Agreement). Upon the Company's first commercial sale, the Company must use reasonable commercial efforts to make licensed products and licensed processes reasonably accessible to the United States public. After the Company's first commercial sale, the Company must make reasonable quantities of licensed products or materials produced via licensed processes available to patient assistance programs and develop educational materials detailing the licensed products. Unless the Company obtains a waiver from NCI, the Company must have licensed products and licensed processes manufactured substantially in the United States. Prior to the first commercial sale, upon NCI's request, the Company is obligated to provide NCI with commercially reasonable quantities of licensed products made through licensed processes to be used for in vitro research.

Additionally, the Company must use reasonable commercial efforts to initiate a Phase 3 clinical trial of a licensed product by the fourth quarter of 2024, submit a BLA with respect to a licensed product by the fourth quarter of 2026, and make a first commercial sale of a licensed product by the fourth quarter of 2028.

The NCI Agreement terminates upon the expiration of the last to expire of the patent rights licensed thereunder, if not sooner terminated. The NCI Agreement encompasses patents and patent applications in the PCT/US2013/032029 patent family, which was filed March 15, 2013. In general, all patents that issue in this family have an expected expiration of March 15, 2033, subject to potential patent term adjustments and/or extensions. For the U.S. patents and applications in this family, only two patents were awarded patent term adjustments. U.S. Patent 9,765,342 was awarded 297 days of patent term adjustment, which would extend the expiration date of this patent to January 6, 2034, absent any challenges to the patent term. The other patent, U.S. Patent 10,876,123, was awarded three days of patent term adjustment, but this patent is subject to terminal disclaimers filed against other family members, so this patent will not extend beyond the March 15, 2033 date. The other issued patents in this family were not awarded any patent term adjustment, so the expected expiration date for these patents also remains March 15, 2033. There is also a pending patent application which, if issued, will expire on March 15, 2033, but could also be subject to patent term adjustment and to any potential future terminal disclaimers.

NCI has the right to terminate the NCI Agreement, after giving written notice and providing a cure period in accordance with its terms, if the Company is in default of a material obligation. The Company has the unilateral right to terminate the agreement in any country or territory by giving NCI 60 days' written notice. The Company agreed to indemnify NCI against any liability arising out of the Company's, sublicensees' or third parties' use of the licensed patent rights and licensed products or licensed processes developed in connection with the licensed patent rights.

Genovis AB (publ.)

License Agreement

In October 2021, the Company entered into the Genovis Agreement with Genovis. Under the Genovis Agreement, the Company paid to Genovis an upfront payment in exchange for an exclusive license to the Xork enzyme technology across all therapeutic uses in humans, excluding research, preclinical, diagnostic and other potential non-therapeutic applications of the enzyme. Genovis was eligible to earn from the Company development and sales-based milestones and sublicensing fees. The Genovis Agreement was assessed for collaboration components and was determined not to be within the scope of ASC 808 as the risk and rewards are not shared by both parties. The Company was to expense costs related to the Genovis Agreement as incurred until regulatory approval was received in accordance with ASC 730. The Company would have assessed the capitalization of costs incurred after the receipt of regulatory approval and, if applicable, would have amortized these payments based on the expected useful life of each asset, typically based on the expected commercial exclusivity period. The Company was also obligated to pay Genovis tiered royalties of low double digit percentages of worldwide annual net sales of collaboration products which would have been expensed as the commercial sales occurred.

In February 2023, the Company made a $4.0 million payment to Genovis as a result of the sublicense of Xork to Astellas. See Note 13 to these unaudited consolidated financial statements for further discussion on the Astellas Agreement.

In March 2024, the Company notified Genovis of its intention to terminate the Genovis Agreement, which occurred effective September 13, 2024.

Shenyang Sunshine Pharmaceutical Co., Ltd

In May 2014, the Company entered into a license agreement, or the 3SBio License, with Shenyang Sunshine Pharmaceutical Co., Ltd., or 3SBio. The Company has paid to 3SBio an aggregate of $7.0 million in upfront and milestone-based payments under the 3SBio License as of March 31, 2025. The Company is required to make future payments to 3SBio contingent upon the occurrence of events related to the achievement of clinical and regulatory approval milestones of up to an aggregate of $15.0 million for products containing the Company's ImmTOR platform.

16. Income Taxes

As of March 31, 2025, the Company has not recorded any U.S. federal or state income tax benefits for either the net losses the Company has incurred or its earned research and orphan drug credits, due to the uncertainty of realizing a benefit from those items in the future.

17. Commitments and Contingencies

As of March 31, 2025, the Company was not a party to any litigation that could have a material adverse effect on the Company's business, financial position, results of operations or cash flows.

Other

As permitted under Delaware law, the Company indemnifies its officers, directors, consultants and employees for certain events or occurrences that happen by reason of the relationship with, or position held at the Company. Through March 31, 2025, the Company had not experienced any losses related to these indemnification obligations, and no claims were outstanding. The Company does not expect significant claims related to these indemnification obligations and, consequently, concluded that the fair value of these obligations is negligible, and no related reserves were established.

Additionally, as permitted under Delaware law, the Company indemnifies its directors for certain events or occurrences while the director is, or was, serving at the Company's request in such capacity. The term of the indemnification is for the director's lifetime. The maximum potential amount of future payments the Company could be required to make is unlimited; however, the Company has directors' insurance coverage that limits its exposure and enables it to recover a portion of any future amounts paid. The Company also has indemnification arrangements under certain of its facility leases that require it to indemnify the landlord against certain costs, expenses, fines, suits, claims, demands, liabilities, and actions directly resulting from certain breaches, violations, or non-performance of any covenant or condition of the Company's lease. The term of the indemnification is for the term of the related lease agreement. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is unlimited. To date, the Company had not experienced any material losses related to any of its indemnification obligations, and no material claims with respect thereto were outstanding.

The Company is a party in various other contractual disputes and potential claims arising in the ordinary course of business. The Company does not believe that the resolution of these matters will have a material adverse effect on the Company's business, financial position, results of operations or cash flows.

18. Restructuring

In April 2023, in light of then-current market conditions, the Board of Directors took steps to extend the Company's cash runway by pausing further development of the Company's product candidate, SEL-302, for the treatment of methylmalonic acidemia, and conducting a targeted headcount reduction. On August 17, 2023, the Company announced additional steps to extend cash runway and maximize value for stockholders by continuing to prioritize development of the Company's product candidate, SEL-212, and support of its collaboration with Astellas for Xork, and pausing further development of all of the Company's other clinical and preclinical product candidates that it was no longer actively advancing. As a result of these measures, the Company implemented a restructuring plan that resulted in an approximate 90% reduction of the Company's headcount as of April 2023.

The following table summarizes the change in the Company's accrued restructuring balance included in accrued expenses and other current liabilities on its consolidated balance sheets (in thousands):

	As of December 31, 2023	Charges	Cash Payments	As of March 31, 2024
Severance liability	$ 3,896	$ 292	$ (3,320)	$ 868

	As of December 31, 2024	Charges	Cash Payments	As of March 31, 2025
Severance liability	$ 80	$ —	$ (80)	$ —

The Company recognized restructuring expenses consisting of one-time cash severance payments and other employee-related costs. The Company recorded these restructuring charges based on each employee's role to the respective research and development and general and administrative operating expense categories on its consolidated statements of operations and comprehensive loss. For the three months ended March 31, 2025, the Company recognized no restructuring charges. For the three months ended March 31, 2024, the Company recognized $0.2 million in research and development expenses and $0.1 million in general and administrative expenses. Payments for the restructuring plan were completed by March 31, 2025.

19. Segment Information

The following table presents selected financial information with respect to the Company's single operating segment for the three months ended March 31, 2025 and 2024 (in thousands):

	Three Months Ended March 31,	
	2025	2024
Revenue:		
Collaboration and license revenue	$ 400	$ 5,840
Grant revenue	700	—
Total revenue	1,100	5,840
Less		
Operating expenses:		
Legacy Selecta programs	—	2,777
Descartes-08 for MG	7,036	1,266
Early stage programs	990	127
Research and development employee expenses	3,702	3,241
Research and development stock-based compensation expense	1,275	712
Research and development facilities and other expenses	1,671	1,615
General and administrative	8,315	9,450
Other (income) expense, net (1)	(4,179)	43,476
Net loss	$ (17,710)	$ (56,824)

(1) Includes interest income; foreign currency transaction, net; change in fair value of warrant liabilities; change in fair value of contingent value right liability; change in fair value of forward contract liabilities; and other income, net.

20. Subsequent Events

The Company has evaluated subsequent events through the date on which the consolidated financial statements were issued. The Company has concluded that no subsequent events have occurred that require disclosure.

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our unaudited consolidated financial statements and related notes appearing elsewhere in this Quarterly Report and with our audited financial statements and the notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2024, which we filed with the SEC on March 13, 2025. In addition, you should read the "Risk Factors" and "Information Regarding Forward-Looking Statements" sections of this Quarterly Report and our Annual Report on Form 10-K for the year ended December 31, 2024 for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a clinical-stage biotechnology company pioneering cell therapies for the treatment of autoimmune diseases. Unlike DNA cell therapies, our cell therapy method degrades naturally over time without integrating into the cell's genetic material. Therefore, our cell therapies are distinguished by their capacity to be dosed repeatedly like conventional drugs, administered in an outpatient setting, and given without pre-treatment chemotherapy required with many conventional cell therapies. In our Phase 2b clinical trial in patients with myasthenia gravis, or MG, a chronic autoimmune disease that causes disabling muscle weakness and fatigue, we observed that our lead product candidate, Descartes-08, generated a deep and durable clinical benefit, with 83% of participants maintaining improvements in MG severity scales considered clinically meaningful by expert consensus at six months and sustained improvements in MG severity scales considered clinically meaningful by expert consensus at 12 months. Durability of response in MG is commonly measured over a period of 26 to 52 weeks, and maintenance of response over that period is considered durable.

Merger

On November 13, 2023, the Company (formerly known as Selecta Biosciences, Inc., or Selecta) merged with the private Delaware corporation which, immediately prior to the Merger (as defined below), was known as Cartesian Therapeutics, Inc., or Old Cartesian, in accordance with the terms of an Agreement and Plan of Merger, or the Merger Agreement, by and among
Selecta, Sakura Merger Sub I, Inc., a wholly owned subsidiary of Selecta, or First Merger Sub, Sakura Merger Sub II, LLC, a wholly owned subsidiary of Selecta, or Second Merger Sub, and Old Cartesian. Pursuant to the Merger Agreement, First Merger Sub merged with and into Old Cartesian, pursuant to which Old Cartesian was the surviving corporation and became a wholly owned subsidiary of Selecta, or the First Merger. Immediately following the First Merger, Old Cartesian merged with and into Second Merger Sub, pursuant to which Second Merger Sub was the surviving entity, or the Second Merger and, together with the First Merger, the Merger. In connection with the Second Merger, Old Cartesian changed its name to Cartesian Bio, LLC. In connection with the Merger and pursuant to the Merger Agreement, the Company changed its corporate name to Cartesian Therapeutics, Inc. See Note 4 of the notes to the consolidated financial statements in our Annual Report on Form 10-K for the year ended December 31, 2024 for additional information regarding the Merger.

Financial Operations

To date, we have financed our operations primarily through public offerings and private placements of our securities, funding received from research grants, collaboration and license arrangements and a credit facility. We do not have any products approved for sale and have not generated any product sales.

Except for the year ended December 31, 2022, we have incurred significant operating losses since our inception. We incurred a net loss of $17.7 million and $56.8 million for the three months ended March 31, 2025 and 2024, respectively. As of March 31, 2025, we had an accumulated deficit of $709.8 million. We expect to continue to incur significant expenses and operating losses for the foreseeable future as we:

- advance Descartes-08 for MG into Phase 3 development;
- continue to develop our preclinical and clinical-stage product candidates;
- seek regulatory approvals for any product candidates that successfully complete clinical trials;
- maintain, expand and protect our intellectual property portfolio, including through licensing arrangements;
- hire additional staff, including clinical, scientific and management personnel; and
- incur additional costs associated with continuing to operate as a public company.

The following table presents our research and development expenses for the three months ended March 31, 2025 and 2024 (in thousands):

	Three Months Ended March 31,	
	2025	2024
Legacy Selecta programs	$ —	$ 2,777
Descartes-08 for MG	7,036	1,266
Early stage programs	990	127
Research and development employee expenses	3,702	3,241
Research and development stock-based compensation expense	1,275	712
Research and development facilities and other expenses	1,671	1,615
Total research and development expenses	$ 14,674	$ 9,738

Until we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings, and license and collaboration agreements. We may be unable to raise capital when needed or on reasonable terms, if at all, which would force us to delay, limit, reduce or terminate our product development or future commercialization efforts. We will need to generate significant revenues to achieve profitability, and we may never do so.

Concurrently with the closing of the Merger, we entered into a securities purchase agreement, or the 2023 Securities Purchase Agreement, pursuant to which we agreed to issue 149,330.115 shares of Series A Non-Voting Convertible Preferred Stock, par value $0.0001 per share, or the Series A Preferred Stock, in exchange for aggregate gross proceeds of $60.25 million, or the 2023 Private Placement. We granted customary registration rights to investors in connection with the 2023 Private Placement.

On July 2, 2024, we entered into a securities purchase agreement, or the 2024 Securities Purchase Agreement, for a private investment in public equity financing, or the 2024 Private Placement, which provided for the issuance of 3,563,247 shares of common stock and 2,937,903 shares of Series B Non-Voting Convertible Preferred Stock, par value $0.0001 per share, or the Series B Preferred Stock, each at a purchase price of $20.00 per share. The 2024 Private Placement resulted in gross proceeds of approximately $130.0 million before deducting placement agent fees and other offering expenses. We granted customary registration rights to investors in connection with the 2024 Private Placement.

We believe that our existing cash, cash equivalents, and restricted cash as of March 31, 2025 will enable us to fund our operating expenses and capital expenditure requirements into mid-2027. We have based this estimate on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect.

The consolidated financial information presented below includes the accounts of Cartesian Therapeutics, Inc. and our wholly owned subsidiaries, Selecta (RUS) LLC, a Russian limited liability company, or Selecta (RUS), Selecta Biosciences Security Corporation, a Massachusetts securities corporation which was dissolved in December 2024, and Cartesian Bio, LLC, a Delaware limited liability company, which is a variable interest entity for which we are the primary beneficiary. All intercompany accounts and transactions have been eliminated.

Components of our Results of Operations

Collaboration and license revenue

To date, we have not generated any revenue from product sales. Our revenue consists primarily of collaboration and license revenue, which includes amounts recognized related to upfront and milestone payments for research and development funding under collaboration and license agreements. We expect that any revenue we generate will fluctuate from quarter to quarter because of the timing and amounts of fees, research and development reimbursements and other payments from collaborators. We do not expect to generate revenue from product sales for at least the next several years. If we or our collaborators fail to complete the development of our product candidates in a timely manner or fail to obtain regulatory approval as needed, our ability to generate future revenue will be harmed, and will affect the results of our operations and financial position. For further descriptions of the agreements underlying our collaboration and license revenue, see Note 13 to our unaudited consolidated financial statements included elsewhere in this Quarterly Report.

Grant revenue

Additionally, we generate grant revenue which consists of funding received to perform specific research and development services under grant arrangements.

Research and development

Our research and development expenses consist of internal and external research and development costs, which primarily include fees paid to contract research organizations, internal manufacturing and quality related expenses, process development costs, internal research and development expenses, as well as fees paid to contract manufacturing organizations. These costs are primarily associated with compensation expenses for our research and development employees, capital equipment and supplies for our process development and manufacturing process, and other related expenses. Our internal research and development employees as well as our indirect costs are shared across multiple development programs and are not solely dedicated to individual programs.

We expense research and development costs as incurred. Conducting a significant amount of research and development is central to our business model. Product candidates in clinical development generally have higher development costs than those in earlier stages of development, primarily due to the size, duration and cost of clinical trials. The successful development of our clinical and preclinical product candidates is highly uncertain. Clinical development timelines, the probability of success and development costs can differ materially from our expectations. For example, if the FDA or another regulatory authority were to require us to conduct clinical trials beyond those which we currently expect will be required for the completion of clinical development of a product candidate, or if we experience significant delays in enrollment in any of our clinical trials, we could be required to expend significant additional financial resources and time to complete any clinical development.

General and administrative

General and administrative expenses consist primarily of salaries and related benefits, including stock-based compensation, related to our executive, finance, business development and support functions. Other general and administrative expenses include facility-related costs not otherwise allocated to research and development expenses, travel expenses for our general and administrative personnel and professional fees for auditing, tax and corporate legal services, including intellectual property-related legal services.

Impairment of long-lived assets

Impairment of long-lived assets consists of impairment charges on our long-lived assets.

Interest income

Interest income consists primarily of income earned on our cash, cash equivalents and marketable securities.

Other income, net

Other income, net consists of non-operating income and non-operating expenses.

Change in fair value of warrant liabilities

Common warrants classified as liabilities are remeasured quarterly at fair value with the change in fair value recognized as a component of earnings.

Change in fair value of contingent value right liability

The contingent value right liability is remeasured quarterly at fair value with the change in fair value recognized as a component of earnings.

Change in fair value of forward contract liabilities

The forward contract liabilities associated with the delayed issuance of the Series A Preferred Stock related to the Merger and 2023 Private Placement are remeasured quarterly and upon settlement at fair value with the change in fair value recognized as a component of earnings.

Results of Operations

Comparison of the Three Months Ended March 31, 2025 and 2024

	Three Months Ended March 31,			
	2025	2024	Increase (Decrease)	
	(in thousands, except percentages)			
Revenue:				
Collaboration and license revenue	$ 400	$ 5,840	$ (5,440)	(93)%
Grant revenue	700	—	700	100 %
Total revenue	1,100	5,840	(4,740)	(81)%
Operating expenses:				
Research and development	14,674	9,738	4,936	51 %
General and administrative	8,315	9,450	(1,135)	(12)%
Total operating expenses	22,989	19,188	3,801	20 %
Operating loss	(21,889)	(13,348)	(8,541)	64 %
Interest income	2,015	1,164	851	73 %
Change in fair value of warrant liabilities	1,818	1,042	776	74 %
Change in fair value of contingent value right liability	346	(39,300)	39,646	(101)%
Change in fair value of forward contract liabilities	—	(6,890)	6,890	(100)%
Other income, net	—	508	(508)	(100)%
Net loss	$ (17,710)	$ (56,824)	$ 39,114	(69)%

Collaboration and license revenue

During the three months ended March 31, 2025, we recognized $0.4 million of collaboration and license revenue, compared to $5.8 million for the three months ended March 31, 2024, a decrease of $5.4 million. The decrease was primarily due to a recognition of the remaining deferred revenue under the License and Development Agreement, or the Astellas Agreement, with Audentes Therapeutics, Inc., or Astellas, upon notice of termination during the three months ended March 31, 2024.

Grant revenue

During the three months ended March 31, 2025, we recognized $0.7 million of grant revenue. We received funding approval from NINDS during the three months ended June 30, 2024, and as such there was no grant revenue during the three months ended March 31, 2024.

Research and development expenses

The following is a comparison of research and development expenses for the three months ended March 31, 2025 and 2024 (in thousands, except percentages):

	Three Months Ended March 31,			
	2025	2024	Increase (Decrease)	
Legacy Selecta programs	$ —	$ 2,777	$ (2,777)	(100)%
Descartes-08 for MG	7,036	1,266	5,770	456 %
Early stage programs	990	127	863	680 %
Research and development employee expenses	3,702	3,241	461	14 %
Research and development stock-based compensation expense	1,275	712	563	79 %
Research and development facilities and other expenses	1,671	1,615	56	3 %
Total research and development expenses	$ 14,674	$ 9,738	$ 4,936	51 %

For the three months ended March 31, 2025, our research and development expenses were $14.7 million, compared to $9.7 million for the three months ended March 31, 2024, an increase of $5.0 million. The decrease in expenses for legacy Selecta programs was primarily related to decreased expenses for Xork as a result of the termination of the Astellas Agreement in 2024.

The increase in expenses for Descartes-08 for MG was primarily related to the expenses for the Phase 2b trial and the activities associated with the Phase 3 AURORA trial. The increase in our expenses for early stage programs was primarily related to increased manufacturing operations expenses. The increases in our research and development employee expenses and stock-based compensation expense were primarily a result of headcount growth.

General and administrative expenses

For the three months ended March 31, 2025, our general and administrative expenses were $8.3 million, compared to $9.5 million for the three months ended March 31, 2024, a decrease of $1.2 million. The decrease in cost was primarily the result of reductions in expenses in professional fees incurred in connection with the Merger.

Interest income

Interest income for the three months ended March 31, 2025 was $2.0 million, compared to $1.2 million for the three months ended March 31, 2024, an increase of $0.8 million. The increase in interest income was due to increased investment balance.

Change in fair value of warrant liabilities

For the three months ended March 31, 2025, we recognized $1.8 million of income from the decrease in the fair value of warrant liabilities, compared to $1.0 million of income from the decrease in the fair value of warrant liabilities for the three months ended March 31, 2024, an increase of $0.8 million. Fair value of warrant liabilities was determined utilizing the Black-Scholes valuation methodology. The decrease in warrant value was primarily driven by a decrease in the per-share price of our common stock and the expiration of the warrants we issued in 2019 during the year ended December 31, 2024.

Change in fair value of contingent value right liability

For the three months ended March 31, 2025, we recognized $0.3 million of income from the decrease in the fair value of the CVR liability, compared to $39.3 million of expense associated with the increase in the fair value of the CVR liability for the three months ended March 31, 2024, an increase of $39.6 million. The fair value of the CVR liability was determined utilizing a Monte Carlo simulation model. The decrease in the fair value of the CVR liability was primarily due to changes in interest rates.

Change in fair value of forward contract liabilities

The remaining Series A Preferred Stock forward contract liability was settled during the three months ended March 31, 2024. As such, no change in the fair value of the Series A Preferred Stock forward contract liability is reflected in our unaudited consolidated financial statements for the three months ended March 31, 2025.

Other income, net

During the three months ended March 31, 2025, we recognized no other income, net, compared to $0.5 million for the three months ended March 31, 2024. The decrease was primarily due to a decrease in sublease income. The terms of our subleases expired during the year ended December 31, 2024.

Net loss

Net loss for three months ended March 31, 2025 was $17.7 million as compared to net loss of $56.8 million for the three months ended March 31, 2024, a decrease of $39.1 million The change was primarily due to expenses associated with the change in the fair value of the CVR liability and the change in the fair value of the Series A Preferred Stock forward contract liability during the three months ended March 31, 2024.

Liquidity and Capital Resources

Except for net income for the year ended December 31, 2022, we have incurred recurring net losses since our inception. We expect that we will continue to incur losses and that such losses will increase for the foreseeable future. We expect that our research and development and general and administrative expenses will continue to increase and, as a result, we will need additional capital to fund our operations, which we may raise through a combination of equity offerings, debt financings, third-party funding, potential royalty and/or milestone monetization transactions and other collaborations and strategic alliances.

Our cash, cash equivalents, and restricted cash were $182.1 million as of March 31, 2025, of which $1.7 million was restricted cash related to lease commitments.

In addition to our existing cash equivalents, we from time to time have received and may receive in the future research and development funding pursuant to our collaboration and license agreements. Currently, funding from payments under our collaboration agreements represent our only source of committed external funds.

The liability associated with the contingent value rights agreement, or CVR Agreement, entered into on December 6, 2023, will be settled solely through cash flow received under the Sobi License and any other Gross Proceeds (as such term is defined

in the CVR Agreement) net of certain agreed deductions. Under the CVR Agreement, 100% of all milestone payments, royalties, and other amounts paid to us or our controlled entities under the Sobi License, and any other Gross Proceeds, in each case net of certain agreed deductions, will be distributed to holders of the CVRs. There is no contractual obligation for us to fund any amount related to the CVR liability.

Collaboration and License Agreements

In-licenses

In September 2023, we entered into a non-exclusive, sublicensable, worldwide, perpetual patent license agreement, or the Biogen Agreement, with Biogen MA, Inc., or Biogen, to research, develop, make, use, offer, sell and import products or processes containing or using an engineering T-cell modified with an mRNA comprising, or encoding a protein comprising, certain sequences licensed under the Biogen Agreement for the prevention, treatment, palliation and management of autoimmune diseases and disorders, excluding cancers, neoplastic disorders, and paraneoplastic disorders. We are not obligated to pay Biogen any expenses, fees, or royalties. For further description of the Biogen Agreement, see Note 15 to our unaudited consolidated financial statements included elsewhere in this Quarterly Report.

Effective September 2019, we entered into a non-exclusive, worldwide license agreement, or the NCI Agreement, with the U.S. Department of Health and Human Services, represented by the National Cancer Institute of the National Institutes of Health, or NCI. Under the NCI Agreement, we were granted a license under certain NCI patents and patent applications designated in the agreement, to make, use, sell, offer and import products and processes within the scope of the patents and applications licensed under the NCI Agreement when developing and manufacturing anti-BCMA CAR-T cell products for the treatment of MG, pemphigus vulgaris, and immune thrombocytopenic purpura according to methods designated in the NCI Agreement. In connection with our entry into the NCI Agreement, we paid to NCI a one-time $0.1 million license royalty payment. Under the NCI Agreement, we are further required to pay NCI a low five-digit annual royalty. We must also pay earned royalties on net sales in a low single-digit percentage and pay up to $0.8 million in benchmark royalties upon our achievement of designated benchmarks that are based on the commercial development plan agreed between the parties. For further description of the NCI Agreement, see Note 15 to our unaudited consolidated financial statements included elsewhere in this Quarterly Report.

Out-licenses

In January 2023, we entered into the Astellas Agreement with Astellas. Under this agreement, Astellas obtained the sole and exclusive right to commercialize Xork for use in Pompe disease in combination with an Astellas gene therapy investigational or authorized product, with a current focus on AT845. In connection with entry into this agreement, we received a $10.0 million upfront payment and were eligible to receive $340.0 million for certain additional development and commercial milestones plus royalties on any potential commercial sales where Xork is used as a pre-treatment for AT845. As a result of the sublicense of Xork to Astellas, we made a $4.0 million payment to Genovis in February 2023. The Astellas Agreement was terminated effective June 6, 2024. For further description of the Astellas Agreement, see Note 13 to our unaudited consolidated financial statements included elsewhere in this Quarterly Report. Amounts paid and remaining obligations with regard to the Xork product candidate not reimbursed by Astellas through the Astellas Agreement were subject to potential reimbursement through deductions to CVR distributions as described in Note 7 to our unaudited consolidated financial statements included elsewhere in this Quarterly Report and were reimbursed in the March 2025 CVR distribution.

In June 2020, we entered into the Sobi License. Sobi paid us a one-time, upfront payment of $75 million, and upon the closing of a private placement of our common stock to Sobi at a price of $138.468 per share, we received an additional $25 million from Sobi. We are eligible to receive $630.0 million in milestone payments upon the achievement of various development and regulatory milestones and sales thresholds for annual net sales of SEL-212, and tiered royalty payments ranging from the low double digits on the lowest sales tier to the high teens on the highest sales tier. Sobi has agreed to fund the Phase 3 clinical program of SEL-212, which commenced in September 2020. In July 2022, we received $10.0 million for the completion of the enrollment of the DISSOLVE II trial. In July 2024, we received $30.0 million for the milestone associated with the initiation of a rolling biologics license application to the FDA for SEL-212 for the potential treatment of chronic refractory gout by Sobi. Proceeds from milestone payments and royalties on sales of SEL-212, if any, are required to be distributed, net of certain agreed deductions, to holders of the CVRs. For further description of the Sobi License, see Note 13 to our unaudited consolidated financial statements included elsewhere in this Quarterly Report.

Financings

On December 13, 2024, we and Leerink Partners LLC entered into a Sales Agreement, or the Sales Agreement. Under the Sales Agreement, we may issue and sell shares of our common stock, from time to time, through Leerink Partners LLC or aggregate gross sales proceeds of up to $100.0 million. During the three months ended March 31, 2025, we sold no shares of our common stock pursuant to the Sales Agreement.

On November 13, 2023, we entered into the 2023 Securities Purchase Agreement with (i) Dr. Timothy A. Springer, a member of our Board of Directors; (ii) TAS Partners LLC, an affiliate of Dr. Springer, and (iii) Seven One Eight Three Four Irrevocable Trust, a trust associated with Dr. Murat Kalayoglu, a co-founder and the former chief executive officer of Old Cartesian, who joined our Board of Directors effective immediately after the effective time of the Merger, providing for the 2023 Private Placement. In the 2023 Private Placement, we issued and sold an aggregate of 149,330.115 shares of Series A Preferred Stock for an aggregate purchase price of $60.25 million, of which 50,189.789 shares of Series A Preferred Stock were issued and sold in the year ended December 31, 2023 for gross proceeds of $20.25 million, and 99,140.326 shares of Series A Preferred Stock were issued and sold during the three months ended March 31, 2024 for gross proceeds of $40.0 million.

On July 2, 2024, we entered into the 2024 Securities Purchase Agreement for the 2024 Private Placement with certain institutional and accredited investors, or the Purchasers. In the 2024 Private Placement, we issued and sold an aggregate of 3,563,247 shares of common stock and 2,937,903 shares of Series B Preferred Stock for which we generated gross proceeds of approximately $130.0 million.

Future funding requirements

As of the date of this Quarterly Report, we have not generated any revenue from product sales. We do not know when, or if, we will generate revenue from product sales. We will not generate significant revenue from product sales unless and until we obtain regulatory approval and commercialize one of our current or future product candidates. Our primary uses of capital are, and we expect will continue to be, compensation and related expenses, third-party clinical research and development services, laboratory and related supplies, clinical costs, legal and other regulatory expenses, milestone and royalty payments for in-licenses, and general overhead costs. We expect that we will continue to generate losses for the foreseeable future, and we expect the losses to increase as we continue the development of, and seek regulatory approvals for, our product candidates, and begin to commercialize any approved products. We are subject to risks in the development of our products, and we may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. We expect that we will need substantial additional funding to support our continuing operations.

As of March 31, 2025, we had an accumulated deficit of $709.8 million. We anticipate operating losses to continue for the foreseeable future due to, among other things, costs related to research, development of our product candidates, conducting preclinical studies and clinical trials, and our administrative organization. We will require substantial additional financing to fund our operations and to continue to execute our strategy, and we will pursue a range of options to secure additional capital.

We regularly evaluate various potential sources of additional funding such as strategic collaborations, license agreements, debt issuance, potential royalty and/or milestone monetization transactions and the issuance of equity instruments to fund our operations. If we raise additional funds through strategic collaborations and alliances, which may include existing collaboration partners, we may have to relinquish valuable rights to our technologies or product candidates, or grant licenses on terms that are not favorable to us. To the extent that we raise additional capital through the sale of equity instruments, the ownership interest of our existing stockholders will be diluted, and other preferences may be necessary that adversely affect the rights of existing stockholders.

We believe that our existing cash, cash equivalents, and restricted cash as of March 31, 2025 will enable us to fund our operating expenses and capital expenditure requirements into mid-2027. We may pursue additional cash resources through public or private equity or debt financings, by establishing collaborations with other companies or through the monetization of potential royalty and/or milestone payments pursuant to our existing collaboration and license arrangements. Management's expectations with respect to our ability to fund current and long-term planned operations are based on estimates that are subject to risks and uncertainties. If actual results are different from management's estimates, we may need to seek additional strategic or financing opportunities sooner than would otherwise be expected. However, there is no guarantee that any of these strategic or financing opportunities will be executed on favorable terms, and some could be dilutive to existing stockholders. If we are unable to obtain additional funding on a timely basis, we may be forced to significantly curtail, delay, or discontinue one or more of our planned research or development programs or be unable to expand our operations, meet long-term obligations or otherwise capitalize on our commercialization of our product candidates.

Our future capital requirements will depend on many factors, including:

- the scope, progress, results and costs of our clinical trials, preclinical development, manufacturing, laboratory testing and logistics;
- the number of product candidates that we pursue and the speed with which we pursue development;
- our headcount growth and associated costs;
- the costs, timing and outcome of regulatory review of our product candidates;
- the costs and timing of future commercialization activities, including manufacturing, marketing, sales and distribution, for any of our product candidates for which we receive marketing approval;

- the revenue, if any, from commercial sales of our product candidates for which we receive marketing approval;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending any intellectual property-related claims;
- the effect of competing technological and market developments; and
- the extent to which we acquire or invest in businesses, products and technologies, including entering into licensing or collaboration arrangements for product candidates.

Cash Requirements due to Contractual Obligations and Other Commitments

We are under agreement to lease approximately 32,294 square feet of laboratory and office space in Watertown, Massachusetts through May 2028. Remaining lease payments from March 31, 2025 through the end of the lease term total approximately $9.0 million. Payments made and remaining obligations on this lease liability were subject to potential reimbursement through deductions to CVR distributions as described in Note 7 to our unaudited consolidated financial statements included elsewhere in this Quarterly Report and were reimbursed in the March 2025 CVR distribution.

In November 2023, in connection with the Merger, we acquired two leases for office and laboratory space in Gaithersburg, Maryland, which expire in January 2027. Annualized rent is approximately $0.3 million and remaining lease payments from March 31, 2025 through the end of the lease term total approximately $0.6 million.

In February 2024, we entered into an agreement to lease approximately 19,199 square feet of integrated manufacturing and office space in Fredericksburg, Maryland. In May 2024, we entered into an amendment to lease an additional approximately 7,842 square feet at the same site. In August 2024, we entered into a second amendment to lease an additional approximately 2,009 square feet at the same site. In March 2025, we entered into a third amendment to lease an additional approximately 6,439 square feet at the same site. The leases expire coterminously in June 2031. Annualized base rent under the leases is approximately $1.2 million and is subject to annual increases in accordance with the terms of the lease agreement. The leases provide for a tenant improvement allowance of $0.8 million. Remaining lease payments total $9.7 million through the end of the lease term.

We are also party to certain license and collaboration agreements with Biogen, NCI, and Shenyang Sunshine Pharmaceutical Co., Ltd., or 3SBio. We may be obligated to make certain future payments which are contingent upon future events such as our achievement of specified regulatory and commercial milestones, or royalties on net product sales under these agreements. As of March 31, 2025, we were unable to estimate the timing or likelihood of achieving these milestones or generating future product sales. Payments made and remaining obligations on the license agreement with 3SBio are subject to potential reimbursement through deductions to CVR distributions as described in Note 7 to our unaudited consolidated financial statements included elsewhere in this Quarterly Report.

Summary of Cash Flows

	Three Months Ended March 31,	
(In thousands)	**2025**	**2024**
Cash (used in) and provided by:		
Operating activities	$ (23,108)	$ (15,917)
Investing activities	(1,075)	(602)
Financing activities	(8,025)	43,031
Effect of exchange rate changes on cash	32	(5)
Net change in cash, cash equivalents, and restricted cash	$ (32,176)	$ 26,507

Operating activities

Net cash used in operating activities for the three months ended March 31, 2025 was $23.1 million compared to $15.9 million for the three months ended March 31, 2024. The increase in cash used in operating activities of $7.2 million was primarily due to $16.0 million of net loss, adjusted for non-cash items, and $7.1 million of cash used in changes in operating assets and liabilities, in each case during the three months ended March 31, 2025 compared to $9.5 million of net loss, adjusted for non-cash items, and $6.4 million of cash used in changes in operating assets and liabilities during the three months ended March 31, 2024.

Investing activities

Net cash used in investing activities for the three months ended March 31, 2025 was $1.1 million compared to $0.6 million in the same period in 2023, a decrease of $0.5 million. The net cash used in investing activities for the three months ended March 31, 2025 and 2024 consisted primarily of purchases of property and equipment.

Financing activities

Net cash used in financing activities for the three months ended March 31, 2025 was $8.0 million compared to net cash provided by financing activities of $43.0 million for the three months ended March 31, 2024, a decrease of $51.0 million. The net cash used in financing activities in the three months ended March 31, 2025 was primarily the result of payments for the CVR distribution. The net cash provided by financing activities in the three months ended March 31, 2024 was primarily the result of proceeds of the 2023 Private Placement.

Recent Accounting Pronouncements

For a discussion of recently adopted or issued accounting pronouncements refer to Note 3 to our unaudited consolidated financial statements included elsewhere in this Quarterly Report.

Off-Balance Sheet Arrangements

As of March 31, 2025, we did not have any off-balance sheet arrangements as defined in the rules and regulations of the SEC.

Critical Accounting Policies and Use of Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States of America, or U.S. GAAP. The preparation of these consolidated financial statements requires us to make estimates and judgements that affect the reported amounts of assets, liabilities, revenues and expenses, and disclosure of contingent assets and liabilities in our consolidated financial statements. Actual results may differ from these estimates under different assumptions or conditions. During the three months ended March 31, 2025, there were no material changes to our critical accounting policies from those described in our Annual Report on Form 10-K for the year ended December 31, 2024.

Smaller Reporting Company

We qualify as a "smaller reporting company" under the rules of the Securities Act and the Exchange Act. As a result, we may choose to take advantage of certain scaled disclosure requirements available specifically to smaller reporting companies. We will remain a smaller reporting company until the last day of the fiscal year in which the aggregate market value of our common stock held by non-affiliated persons and entities, or our public float, is more than $700 million as of the last business day of our most recently completed second fiscal quarter, or until the fiscal year following the year in which we have at least $100 million in revenue and at least $250 million in public float as of the last business day of our most recently completed second fiscal quarter.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

The market risk inherent in our financial instruments and in our financial position represents the potential loss arising from adverse changes in interest rates. As of March 31, 2025 and December 31, 2024, we had cash, cash equivalents, and restricted cash of $182.1 million and $214.3 million, respectively, consisting of non-interest and interest-bearing money market accounts. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates. Due to the short-term and the low risk profile of our money market accounts and marketable securities, and our current policy to hold marketable securities to maturity, an immediate 100 basis point change in interest rates would not have a material effect on the fair market value of our cash equivalents or short-term marketable securities.

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, as of the end of the period covered by this Quarterly Report, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective at the reasonable assurance level as of March 31, 2025.

Inherent Limitations on Effectiveness of Controls

There are inherent limitations to the effectiveness of any system of internal control over financial reporting. Accordingly, even an effective system of internal control over financial reporting can only provide reasonable assurance with respect to financial statement preparation and presentation in accordance with U.S. GAAP. Our internal controls over financial reporting are subject to various inherent limitations, including cost limitations, judgments used in decision making, assumptions about the likelihood of future events, the soundness of our systems, the possibility of human error, and the risk of fraud. Moreover, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may be inadequate because of changes in conditions and the risk that the degree of compliance with policies or procedures may deteriorate over time.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended March 31, 2025 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

None.

Item 1A. Risk Factors

See the risk factors previously disclosed in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2024. There have been no material changes from the risk factors previously disclosed in such filings.

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

Not applicable.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

During the quarter ended March 31, 2025, no director or officer adopted or terminated any contract, instrument or written plan for the purchase or sale of Cartesian securities intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act or any non-Rule 10b5-1 trading arrangement as defined in Item 408(c) of Regulation S-K.

Item 6. Exhibits

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference			
		Form	File No.	Exhibit	Filing Date
2.1*	Agreement and Plan of Merger, dated November 13, 2023, by and among Selecta Biosciences, Inc., Sakura Merger Sub I, Inc., Sakura Merger Sub II, LLC, and Cartesian Therapeutics, Inc.	8-K	001-37798	2.1	11/13/2023
3.1(a)	Restated Certificate of Incorporation of Selecta Biosciences, Inc.	8-K	001-37798	3.1	6/29/2016
3.1(b)	Certificate of Amendment to the Restated Certificate of Incorporation of Selecta Biosciences, Inc., dated June 21, 2022	8-K	001-37798	3.1	6/21/2022
3.1(c)	Certificate of Amendment to the Restated Certificate of Incorporation of Selecta Biosciences, Inc., dated November 13, 2023	8-K	001-37798	3.3	11/13/2023
3.1(d)	Certificate of Amendment to the Restated Certificate of Incorporation, as amended, of Cartesian Therapeutics, Inc., dated March 28, 2024.	8-K	001-37798	3.2	3/28/2024
3.2	Amended and Restated By-laws of Cartesian Therapeutics, Inc.	10-Q	001-37798	3.2	11/13/2023
4.1(a)	Certificate of Designation of Preferences, Rights and Limitations of Series A Non-Voting Convertible Preferred Stock	8-K	001-37798	3.4	11/13/2023
4.1(b)	Certificate of Amendment to the Certificate of Designation of Series A Non-Voting Convertible Preferred Stock, dated March 26, 2024.	8-K	001-37798	3.1	3/28/2024
4.2	Certificate of Designation of Preferences, Rights and Limitations of Series B Non-Voting Convertible Preferred Stock	8-K	001-37798	3.1	7/2/2024
10.1†	Third Amendment to Lease Agreement by and between 7495 RP, LLC and Cartesian Therapeutics, Inc. dated March 12, 2025	-	-	-	Filed herewith
10.2†#	Separation Agreement and Release by and between Metin Kurtoglu and Cartesian Therapeutics, Inc. dated April 29, 2025	-	-	-	Filed herewith
31.1	Certification of Principal Executive Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	-	-	-	Filed herewith
31.2	Certification of Principal Financial Officer pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002	-	-	-	Filed herewith
32.1	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	-	-	-	Furnished herewith
101.INS	Inline XBRL Instance Document (the Instance Document does not appear in the interactive data file because its XBRL tags are embedded within the Inline XBRL document)	-	-	-	Filed herewith
101.SCH	Inline XBRL Taxonomy Extension Schema Document	-	-	-	Filed herewith
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document	-	-	-	Filed herewith

101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document	-	-	-	Filed herewith
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document	-	-	-	Filed herewith
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document	-	-	-	Filed herewith
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)	-	-	-	Filed herewith

* Certain annexes, schedules and exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted attachment to the SEC on a confidential basis upon request.

† Certain confidential information contained in this exhibit, marked by brackets and asterisks, has been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K because the information (i) is not material and (ii) is the type of information that the Company both customarily and actually treats as private and confidential.

# Indicates management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant in the capacities and on the dates indicated.

CARTESIAN THERAPEUTICS, INC.

Date: May 8, 2025

By: /s/ Carsten Brunn, Ph.D.
Carsten Brunn, Ph.D.
President and Chief Executive Officer, and Director
(Principal Executive Officer)

Date: May 8, 2025

By: /s/ Blaine Davis
Blaine Davis
Chief Financial Officer
(Principal Financial Officer)

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "**Third Amendment**") is made and entered into this 13th day of March, 2025 ("**Effective Date**"), by and between **7495 RP, LLC,** a Maryland limited liability company, having an address at 5377 Jackson Mountain Road, Frederick, Maryland 21702 ("**Landlord**"), and **CARTESIAN THERAPEUTICS, INC.**, a Delaware corporation, having a headquarters address at 704 Quince Orchard Road (Suite 140), Gaithersburg, Maryland 20878 ("**Tenant**").

RECITALS

This Third Amendment is made and entered with respect to the following:

R-1. Landlord and Tenant are the current parties to that certain Lease dated February 28, 2024 (the "**Original Lease**"), as amended by that First Amendment to Lease Agreement dated May 7, 2024, and that Second Amendment to Lease Agreement dated August 30, 2024 (collectively, the "**Lease**"), pursuant to which Landlord has agreed to lease to Tenant approximately 29,050 square feet of Rentable Area on the first and second floors (the "**Existing Premises**") of the building located at 7495 New Horizon Way, Frederick, Maryland 21702 ("**Building**").

R-2. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord on the terms set forth herein, in addition to the Existing Premises, approximately 6,439 square feet of Rentable Area designated as **Suite 120** (the "**Third Expansion Premises**") located on the first (1st) floor of the Building. The Third Expansion Premises is more particularly shown on Exhibit "A" which is attached hereto and made a part hereof.

R-3. Landlord and Tenant desire to expand the Existing Premises to include the Third Expansion Premises, and to otherwise modify the Lease as set forth herein in this Third Amendment.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Landlord and Tenant, Landlord and Tenant covenant and agree as follows:

1. **RECITALS; CAPITALIZED TERMS.** The above-mentioned Recitals are incorporated herein by this reference as though fully set forth at length. Capitalized terms used in this Third Amendment but not defined herein shall have the meanings ascribed to them in the Lease.

2. **TERM**. The term of the Lease with respect to the Third Expansion Premises ("**Expansion Premises Term**") shall commence as of the date that Landlord delivers to Tenant full possession of the Third Expansion Premises with Landlord's Work Substantially Completed (as such terms are defined in the Work Letter attached hereto as Exhibit "B") (sometimes also

referred to as the "**Third Expansion Premises Lease Commencement Date**" or "**TEPLCD**") and shall expire at the expiration of the Term of the Lease (it being the intent of the parties that the term of Tenant's leasing of the Existing Premises and the term of Tenant's leasing of the Third Expansion Premises shall be coterminous). [***] Each subsequent year shall be coterminous with the corresponding Lease Year as provided for in the Lease.

3. **DELIVERY**.

(a) Tenant shall accept the Third Expansion Premises in its "as is" condition on the Third Expansion Premises Lease Commencement Date. Tenant has had an opportunity to inspect the Third Expansion Premises and, except for the completion of Landlord's Work, has determined that the same is sufficient for Tenant's use thereof. Notwithstanding the foregoing, Landlord shall repair with reasonable promptness any latent defects in Landlord's Work reported by Tenant to Landlord in writing within one (1) year of the Third Expansion Premises Lease Commencement Date. If identified in writing, Landlord shall, at Landlord's sole cost and expense, commence to repair or replace said item(s) within a commercially reasonable period of time following receipt of such notice.

(b) The expected Third Expansion Premises Lease Commencement Date is September 1, 2025 (the "**Expected Third Expansion Premises Lease Commencement Date**"). If Landlord does not deliver possession of the Third Expansion Premises on the Expected Third Expansion Premises Lease Commencement Date with Landlord's Work Substantially Completed, Landlord shall not have any liability whatsoever to Tenant on account of such failure to deliver possession of the Third Expansion Premises to Tenant and neither this Third Amendment nor the Lease shall be rendered void or voidable as a result of such delay, except that if Landlord does not deliver possession of the Third Expansion Premises with Landlord's Work Substantially Completed within sixty (60) days after the Expected Third Expansion Premises Lease Commencement Date (the "**Outside Date**"), which Outside Date shall be extended on a day-for-basis due to Tenant Delays or Force Majeure Delays (as such terms are defined in the Work Letter), Tenant shall receive a credit to be applied against next installments of Base Rent due after the Third Expansion Premises Lease Commencement Date in the amount equal to: (i) one hundred percent (100%) of the daily Base Rent per day for the first sixty (60) days after the Outside Date until Landlord delivers full possession of the Third Expansion Premises with Landlord's Work Substantially Completed; and (ii) two hundred percent (200%) of the daily Base Rent per day beginning on the sixty-first (61st) day and continuing thereafter until Landlord delivers full possession of the Third Expansion Premises with Landlord's Work Substantially Completed, but all such periods shall be extended on a day-for-basis due to Tenant Delays or Force Majeure Delays. However, under such circumstances, the Third Expansion Premises Lease Commencement Date shall be postponed until Landlord has delivered possession of the Third Expansion Premises to Tenant with Landlord's Work Substantially Completed.

(c) Landlord shall be responsible, at Tenant's sole cost and expense, to cause the construction of the Improvements as provided for on the Approved Working Drawings as

defined in and as provided for in the Work Letter attached hereto as Exhibit "B" (collectively the "**Landlord's Work**").

4. **PREMISES**. Beginning on the Third Expansion Premises Lease Commencement Date, Tenant shall lease the Third Expansion Premises from Landlord subject to the terms of the Lease, as modified hereby. Notwithstanding any provision of the Lease to the contrary, from and after the Third Expansion Premises Lease Commencement Date, except where there is a conflict with the terms of this Third Amendment, the "**Premises**," as such term is used in the Lease, shall include the Existing Premises and the Third Expansion Premises, containing a total of approximately **35,489 square feet of Rentable Area**. The Premises (including the Existing Premises and the Third Expansion Premises) shall be known as 7495 New Horizon Way, **Suites 120, 130, 140, 150, 210, 220 and 230**, Frederick, Maryland 21703. As of the Effective Date, Section 2.21(b) of the Lease is hereby amended to replace "thirty-nine and sixteen hundredths percent (39.16%)" with "**forty-seven and eighty-four hundredths percent (47.84%).**"

5. RENT.

(a) Third Expansion Premises Annual Rent. In addition to the Base Rent with respect to the Existing Premises, Tenant shall pay to Landlord Base Rent with respect to the Third Expansion Premises ("**Third Expansion Premises Base Rent**") as follows:

Lease Year	Annual Rent	Monthly Base Rent	Rent Per Square Foot
TEPLCD -4/30/26*	$199,609.00	$16,634.08**	$31.00
5/1/26 – 4/30/27	$205,597.27	$17,133.11	$31.93
5/1/27– 4/30/28	$211,765.19	$17,647.10	$32.89
5/1/28 – 4/30/29	$218,118.14	$18,176.51	$33.87
5/1/29 – 4/30/30	$224,661.69	$18,721.81	$34.89
5/1/30 – 4/30/31	$231,401.54	$19,283.46	$35.94

*This period may be less than twelve full calendar months

**Provided Tenant is not in default under the Lease, Landlord agrees to abate the first (1st) full monthly installment of Base Rent payable hereunder (i.e., to equal a total abatement of $16,634.08).

Except as otherwise set forth herein, the foregoing Base Rent for the Third Expansion Premises shall be paid by Tenant to Landlord in accordance with the terms of the Lease, commencing on the Third Expansion Premises Lease Commencement Date. Tenant shall pay the first (1st) full monthly installment of Base Rent payable hereunder upon execution of this Third Amendment.

(b) Additional Rent. Beginning on the Third Expansion Premises Lease Commencement Date Tenant shall pay all Additional Rent for the Third Expansion Premises as required pursuant to the terms of the Lease, including, but not limited to, Section 2 thereof.

6. **SECURITY DEPOSIT**. The parties acknowledge that Landlord is currently holding a security deposit in the amount of **$308,317.24**. Simultaneously with the execution and delivery of this Third Amendment, Tenant shall deposit with Landlord an additional security deposit in the amount of **$49,902.25** (which amount represents three (3) months of Base Rent for the Third Expansion Premises). Landlord shall hold, apply and disburse the entire security deposit (i.e., **$358,219.49**) in accordance with the applicable provisions of the Lease concerning the Security Deposit.

7. **MAINTENANCE AND SERVICES**. Notwithstanding any provision of Section 6 of the Lease to the contrary:

(a) but subject to Section 23 of the Lease as well as Tenant's compliance with Applicable Laws (including, but not limited to, obtaining approval from any Governmental Authority), Tenant shall have the right, at Tenant's sole cost and expense, to replace the HVAC or other Building system exclusively serving the Premises; provided, however, prior to exercising the foregoing right, Tenant shall obtain Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed so long as such replacement does not materially adversely affect any portion of the Building in Landlord's commercially reasonable discretion. If Tenant replaces the HVAC or other Building system which exclusively serves the Premises, Tenant shall assume sole responsibility for the repair, maintenance, or replacement of the same, and Landlord shall be relieved of such responsibility and shall cease including any costs of the same in Operating Costs; and

(b) In accordance with Section 6 of the Lease, from and after the Third Expansion Premises Lease Commencement Date, Landlord shall use all commercially reasonable efforts to provide or cause to be provided to the Premises, HVAC, electricity, water, sewer and other services pursuant to Section 6 of the Lease, on a 24 hours per day/7 days per week basis. If Landlord shall fail to perform any term or covenant on Landlord's part to be observed or performed pursuant to Section 6 of the Lease which materially and adversely affects Tenant's ability to conduct Tenant's business in any portion of the Premises, and Landlord fails to commence a cure for five (5) consecutive business days following Landlord's receipt of notice thereof from Tenant (plus any number of days that Landlord's ability to commence such cure is delayed or interrupted by Tenant or Force Majeure Delays), then Tenant shall have the right to give Landlord a second notice, and for a period of two (2) consecutive, additional business days Landlord fails to diligently (subject to delays or interruptions caused by Tenant) prosecute such cure to completion, then Tenant shall have the right to remedy such non-compliance for the account of Landlord (such remedy, "**Tenant's Self-Help Work**"); provided that (i) Tenant's Self-Help Work shall affect only the Premises, and (ii) Tenant's Self-Help Work shall not affect any base building system unless the same exclusively serves the Premises, and (iii) Tenant shall indemnify Landlord for any Claims from any other tenant or occupant in the Building which arise or result from Tenant's Self-Help Work. Any Tenant's Self-Help Work shall be performed in accordance with all Applicable Laws (including any required approvals from any Governmental Authority) and all applicable provisions of this Lease (other than any such provisions requiring Landlord's

prior approval with respect to any Alterations by Tenant). If Tenant performs any of Landlord's obligations under this Lease, then (i) Tenant shall have no rental abatement remedy pursuant to Section 6.1.2 of the Lease or otherwise; and (ii) Landlord shall be relieved of its obligation to perform the specific obligation undertaken by Tenant; provided however, that Landlord shall reimburse Tenant for the actual third party costs reasonably incurred by Tenant in performing Tenant's Self-Help Work within thirty (30) days after receipt of an invoice therefor, in an amount not to exceed One Hundred Thousand and 00/100 Dollars ($100,00.00) per repair.

8. **REPRESENTATIONS**.

A. To induce Landlord to enter into this Third Amendment, Tenant hereby represents and warrants to Landlord that as of the date of this Third Amendment:

(a) Tenant has not assigned the Lease or sublet any portion of the Existing Premises;

(b) The Lease is unmodified (except as otherwise expressly set forth to the contrary in this Third Amendment) and is in full force and effect;

(c) Tenant has no claims against Landlord arising under or in connection with the Lease, and Tenant has no set off or defenses against the enforcement of any right or remedy of Landlord under the Lease; and

(d) Landlord is not in default of any of its obligations under the Lease and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, will constitute a default by Landlord under the Lease.

B. Landlord hereby represents and warrants to Tenant as of the date of this Third Amendment:

(a) The Lease is unmodified (except as otherwise expressly set forth to the contrary in this Third Amendment) and is in full force and effect; and

(b) To Landlord's knowledge, Tenant is not in default of any of its obligations under the Lease and no event has occurred and no condition exists which, with the giving of notice or the lapse of time, or both, will constitute a default by Tenant under the Lease.

9. **RATIFICATION**. Unless a term or condition of the Lease is expressly contradicted by the terms of this Third Amendment or modified hereby, all terms and conditions of the Lease shall remain in full force and effect and continue to bind Landlord and Tenant. In the event that a term of this Third Amendment is fundamentally inconsistent with a term of the Lease, the terms of this Third Amendment shall control. The terms of the Lease, as modified hereby, are ratified and affirmed by the parties.

10. **ENTIRE AGREEMENT.** This Third Amendment constitutes the entire agreement of the parties with respect to the subject matter addressed herein. No terms, conditions, representations, warranties, promises, or understandings, of any nature whatsoever, express or implied, have been made or relied upon by any party hereto. This Third Amendment may not be modified, waived, discharged or terminated other than by a writing executed by the parties hereto.

11. **BROKER.** Landlord and Tenant each represent and warrant to the other that it has not employed any broker, agent or finder with regard to this Third Amendment, other than Scheer Partners, Inc. which shall be paid by Landlord pursuant to a separate agreement. Each party hereby indemnifies and holds harmless the other for any other claims relating to commissions or brokerage fees arising from a breach of the foregoing representation and warranty.

12. **BINDING EFFECT; MERGER**. The terms and provisions of this Third Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns under the Lease. Notwithstanding anything herein to the contrary, in the event Landlord obtains a judgment against Tenant in connection with the Lease, the Lease shall not merge into the judgment.

13. **COUNTERPARTS; ELECTRONIC SIGNATURES**. This Third Amendment may be executed in multiple counterparts each of which counterparts shall be deemed an original and all of which counterparts collectively shall constitute one and the same document. The parties agree that the signatures of the person executing this Third Amendment may be transmitted via electronic means and shall be sufficient evidence of the execution of this Third Amendment.

14. **GOVERNING LAW**. This Third Amendment shall be governed by and ·interpreted under the laws of the State of Maryland.

15. **AUTHORITY**. Each individual executing this Third Amendment hereby represents and warrants that she or he has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf she or he is executing this Third Amendment to the terms hereof. The parties have read and understood this Third Amendment and have had the opportunity to consult with legal counsel with respect hereto.

[***Signature Page Follows***]

IN WITNESS WHEREOF, each party hereto has executed and ensealed this Third Amendment to Lease Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representatives, the day and year first written above.

LANDLORD:

7495 RP, LLC

By:/s/William C. Robertson

Name: William C. Robertson
Title: Manager

TENANT:

CARTESIAN THERAPEUTICS, INC.

By:/s/Blaine Davis

Name: Blaine Davis
Title:CFO

EXHIBIT “A”

THIRD EXPANSION PREMISES

[***]

EXHIBIT "B"

WORK LETTER

B-1. SPACE PLAN.

Landlord shall construct or cause to be constructed, subject to the provisions set forth in this Exhibit "B", the leasehold improvements for the Third Expansion Premises comprising the Landlord's Work (defined below), as shown on the scope of work and drawing (the "**Space Plan and Scope of Work**"), approved by Landlord and Tenant, a copy of which Space Plan and Scope of Work is attached as Attachment "1" to this Work Letter. Except for the Landlord's Work, Landlord shall otherwise deliver possession of the Third Expansion Premises on the Third Expansion Premises Lease Commencement Date together with all existing leasehold improvements and conditions now installed therein "AS IS" and "WHERE IS".

B-2. WORKING DRAWINGS.

The architect and such other design consultants selected by Landlord (collectively, the "**Architect**") shall, within thirty (30) days after mutual execution of the Lease, prepare a complete set of architectural, mechanical, electrical, plumbing and all other working drawings, as may be necessary, to show the Landlord's Work (the *"***Working Drawings***"*). Notwithstanding the foregoing, Landlord shall engage JennErik Engineering for the design of all MEP systems. The Working Drawings shall conform to, be consistent with, and cover only the work and materials described and contemplated in the Space Plan and Scope of Work, or otherwise mutually agreed by Landlord and Tenant. Within five (5) business days after receipt of the Working Drawings, as modified by any such revisions mutually agreed by Landlord and Tenant, Landlord and Tenant will initial same to confirm their mutual approval thereof (the *"***Approved Working Drawings***"*). Tenant's approval of the Working Drawings shall automatically be deemed given if not refused by Tenant in writing with full and proper reasons stated therefor within the time period aforesaid. All costs of preparing, revising, copying and delivering the Working Drawings and revisions thereof, and Approved Working Drawings shall be paid by Tenant (or shall reimburse Landlord) within twenty (20) days after receipt of a detailed invoice for the same.

B-3. LANDLORD'S WORK.

The work to be performed as shown on the Approved Working Drawings is herein called the "**Landlord's Work**", and shall be performed by VaLogic Bio, LLC ("**General Contractor**"), an affiliate of Landlord and a licensed and insured general contractor in the State of Maryland, as Landlord's general contractor and construction manager, and/or its employees, agents and subcontractors using existing materials or new materials of good quality (as respectively identified within the Approved Working Drawings) and structurally sound and free from any defects or deficiencies and in accordance with all applicable codes, ordinances and

laws, subject to the Lease, and in a good and workmanlike manner. Tenant shall have the right to retain a project manager ("**Project Manager**") to oversee the progress of the construction of the Landlord's Work. General Contractor, the Architect and Landlord will meet with the Project Manager at least weekly as the Landlord's Work progresses.

Landlord will indicate on the Approved Working Drawings the portions of the Landlord's Work, if any, which Tenant is required to remove prior to the expiration or termination of the Lease; and Tenant will timely comply with such requirements and repair any damage to the Third Expansion Premises, Building or Property caused thereby at its own expense. All of the Landlord's Work shall be considered leasehold improvements (except as may otherwise be specified herein) and shall be deemed to be the property of Landlord and shall not be removed from the Third Expansion Premises without the express prior written consent of Landlord. Notwithstanding any provision of this Exhibit "B" to the contrary, Landlord may elect to delegate any responsibilities of Landlord in this Exhibit "B" to General Contractor.

B-4. SUBCONTRACTORS AND MATERIALS.

General Contractor shall have the right, and such right is exclusively reserved to General Contractor, to select the subcontractors and source materials to be used in constructing the Landlord's Work. Subcontractors will be selected by General Contractor on the basis of several factors, including but not limited to cost, quality of work, ability to staff the job, schedule and reputation. All materials and finishes used in the Landlord's Work shall be as specified on the Approved Working Drawings, or, if unspecified, shall be Landlord's building standard materials and finishes, from which Tenant shall make its selection of floor covering materials and paint colors. General Contractor has reasonably accommodated any Tenant requests for the use of specific subcontractors and/or materials, provided the Landlord's Work is not delayed thereby. General Contractor reserves the right (i) to make substitutions of materials of equivalent grade and quality when and if any specified material shall not be readily and reasonably available, and (ii) to make changes necessitated by conditions met in the course of construction, provided that Tenant's approval is first obtained prior to any substantial change from the Approved Working Drawings (which approval shall not be unreasonably withheld, conditioned or delayed so long the proposed changes are in general conformity with the Approved Working Drawings; and which approval shall be deemed given if not refused in writing with full proper reasons stated by Tenant within three (3) business days after Landlord's written request).

B-5. WORK COSTS.

The actual cost to design, permit and perform the Landlord's Work, which includes the fees paid to the Architect and engineers, costs of labor and materials, the fee paid to General Contractor as general contractor and construction manager, and the general conditions of the construction contract, is herein called the "**Work Costs**". General Contractor shall provide Tenant with a cost estimate (the "**Cost Estimate**") containing a list of the contractors selected by General Contractor to perform the Landlord's Work and other respective soft and hard costs

relating to the design, permitting and construction of Landlord's Work and identifying any Special Items (as defined in Paragraph B-6 below) within twenty (20) days after the approval of the Approved Work Drawings. Tenant shall initial the Cost Estimate to confirm its approval thereof and return same to General Contractor within five (5) business days after receipt thereof. However, if the Cost Estimate is greater than **$2,400,000.00** or contains Special Items that will result in a Tenant Delay (as defined in Paragraph B-6 below) Tenant may request value engineering and/or other changes in the Landlord's Work within five (5) business days of receipt of the Cost Estimate in order to reduce the Cost Estimate and/or eliminate Special Items; provided, however, that any time so requested by Tenant to value engineer and/or change the Cost Estimate in excess of ten (10) business days of delivery of the Cost Estimate shall be deemed a Tenant Delay. Landlord shall cause the General Contractor, within ten (10) business days after request by Tenant, to modify the Cost Estimate to reflect the value engineering and/or changes in the Landlord's Work and resubmit same to Tenant for approval, which approval shall be given within five (5) additional business days. Such Cost Estimate shall automatically be deemed approved by Tenant in the event that Tenant should fail to timely notify Landlord in writing of any objection thereto or should Tenant otherwise fail to submit a written request to Landlord, within the time period aforesaid, to value engineer and/or change the Landlord's Work described therein in order to reduce such Work Costs and/or eliminate Special Items as reflected in the Cost Estimate. Once the Cost Estimate is approved or deemed approved, it shall not be exceeded except by approved Change Order (as defined in Paragraph B-6 below) or as a result of subsequent Tenant Delays. Tenant shall pay the Work Costs in accordance with the terms of this Exhibit "B". Landlord will make reasonable efforts to obtain and, if obtained, shall give Tenant the benefits of any trade discounts obtained by General Contractor in connection with the Landlord's Work. Tenant shall pay all Work Costs to General Contractor in good funds, within thirty (30) days after each written requisition (with the final requisition to be made after the Third Expansion Premises Lease Commencement Date when the total Work Costs have been determined, and which requisitions shall be in the form of the American Institute of Architects ("**AIA**") document G-702 and G-703 signed by General Contractor and the Architect and accompanied by an itemized statement of the Work Costs). No requisition shall include work that has not been incorporated into Landlord's Work or delivered and securely stored at the Building). The Project Manager shall have the right to inspect the portion of the Landlord's Work described in a requisition to confirm that such work was property performed.

B-6 SUBSTANTIAL COMPLETION.

Landlord shall exercise commercially reasonable efforts to cause the Landlord's Work to be Substantially Complete (hereinafter defined) on or about **September 1, 2025**, subject to extensions occasioned by any Tenant Delays (hereinafter defined) or Force Majeure Delays (hereinafter defined). For purposes hereof, the phrase "**Tenant Delays**" shall mean all delays in performance of the Landlord's Work caused by or attributed to any of the following: (i) failure of Tenant to furnish any required plan, information, approval or consent within the required period of time, or any failure to reasonably cooperate with Landlord during performance of the Landlord's Work; (ii) performance of any work or activity in the Third Expansion Premises by

Tenant or any of its employees, agents or contractors; (iii) breach or default by Tenant (or anyone acting by or on behalf of Tenant) of any term or provision of the Lease or of the requirements of this Exhibit "B"; (iv) Change Orders (hereinafter defined) to the Landlord's Work, and any request therefor for any Change Order; (v) any Special Items (as hereinafter defined), provided Landlord has notified Tenant of same, and any request therefor for any Specialty Item; (vi) the performance of any Tenant's Work, or (vii) any other act or omission (negligent or otherwise) on the part of Tenant that delays the completion of the Landlord's Work. The phrase "**Force Majeure Delays**" shall mean, for purposes hereof, any delays in performance or completion of the Landlord's Work caused by: (a) strikes, lockouts or other labor or industrial disturbance; (b) shortage or unavailability of materials, utilities or labor; (c) civil disturbance; (d) orders of any government, court or regulatory body claiming jurisdiction; (e) exercise of police power; (f) act of the public enemy; (g) riot, war, sabotage, blockage or embargo; (h) acts of God; (i) lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion or casualty damage; (j) delay in issuance of any permits, inspections, approvals or use and occupancy certificate, if required, by any governmental authority having jurisdiction over the Third Expansion Premises or Building in which the Third Expansion Premises are a part; or (k) any other cause whatsoever beyond the reasonable control of Landlord; provided however in no event that financial difficulties be deemed a Force Majeure Delay (other than in the event Tenant shall fail to timely pay Landlord as required pursuant to the terms of the Lease, including this Exhibit "B"). The phrase "**Change Orders**" as used herein shall mean any modifications, substitutions or changes in the Landlord's Work, as described in the Approved Working Drawings, requested by Tenant. The phrase "**Special Items**" as used herein shall mean all materials, finishes, installations, and other items forming part of the Landlord's Work which (i) are not immediately available as needed to meet Landlord's schedule for Substantial Completion; or (ii) are over and above Landlord's Building standard materials, finishes, or installations. When Tenant requests a Change Order or Special Item, General Contractor will provide Tenant with an estimate of the cost of the Change Order or Special Item and the anticipated delay, if any, that will result therefrom within five (5) business days of said request, and Tenant shall have an additional three (3) business days thereafter to authorize, modify or revoke said Change Order or Special Item.

The Landlord's Work shall be deemed "**Substantially Complete**" (which phrase shall include phrases of similar import used herein concerning the Landlord's Work) when (i) the Landlord's Work to be performed by General Contractor has been completed in accordance with the Approved Working Drawings as certified by the Architect other than Punch List Items, (ii) Landlord has delivered to Tenant and Project Manager, a Certificate of Substantial Completion in the form of AIA document G704 executed by Architect and General Contractor, and (iii) Landlord has received the final building inspection and permission to occupy has been issued (or could have been issued absent Tenant Delays) by the applicable governmental authority, if required. Upon Substantial Completion, Landlord, Tenant, General Contractor, Project Manager and Architect shall conduct a joint inspection of the Third Expansion Premises to verify the Punch List Items. Landlord (or General Contractor) shall notify Tenant in writing of the existence and period of any Force Majeure Delays, Tenant Delays (including any delays caused

by Change Orders or Special Items), which determination shall be final and binding unless within three (3) business days of receipt of such determination by Landlord (or General Contractor), Tenant provides third party confirmation (which may be provided by Tenant's Project Manager) to dispute such determination by Landlord (or General Contractor). If, within five (5) business days thereafter the determination remains in dispute after the parties have used commercially reasonable good faith efforts to resolve the same, such determination shall first be submitted to non-binding mediation by Architect and, if not resolved, then any such disputes shall be resolved by arbitration pursuant to the Construction Industry rules of the American Arbitration Association, and the decision in such arbitration shall be binding and conclusive on the parties, pursuant to the Rules of the American Arbitration Association. Unless the mediation or arbitration makes a finding that Tenant is the sole prevailing party, (i) Tenant shall bear all costs and expenses of such mediation and/or arbitration, and (ii) the number of days elapsed from the date the matter is submitted to mediation through the date Landlord's Work resumes shall be a Tenant Delay. The phrase "**Punch List Items**" as used herein shall mean any unperformed or incomplete elements of the Landlord's Work which, individually or in the aggregate, are minor in character and do not materially adversely interfere with Tenant's access to, use or enjoyment of the Third Expansion Premises, all as reasonably determined by Landlord or Architect. Landlord shall use commercially reasonable efforts to cause such Punch List Items to be completed within thirty (30) days after Substantial Completion of the Landlord's Work (or as soon thereafter as is reasonably practicable) and in a manner so as to minimized interference with Tenant's occupancy of the Third Expansion Premises. After the date of Substantial Completion and delivery of the Third Expansion Premises to Tenant, Tenant shall provide Landlord, General Contractor, and their employees and contractors access to the Third Expansion Premises on request at all reasonable times during normal business hours to perform work on the Punch List Items, and Tenant shall not interfere with such work.

B-7. TENANT'S WORK.

In accordance with General Contractor's construction schedule and within thirty (30) days prior to Substantial Completion of the Landlord's Work, Tenant, at its sole risk and expense and at no cost to Landlord, shall have the right to enter the Building and Third Expansion Premises to install its furniture, furnishings, trade fixtures, equipment, voice and data wiring ("**Tenant's FF&E**") in the Third Expansion Premises necessary for conduct of its business as permitted in the Lease. All such installation of Tenant's FF&E and all other work performed by Tenant in or for the Third Expansion Premises ("**Tenant's Work**") shall be performed in compliance with all provisions and requirements of the Lease, and using qualified, licensed contractors reasonably acceptable to Landlord. Tenant shall not engage any labor to perform Tenant's Work which conflicts with the type of labor engaged by Landlord to perform the Landlord's Work or any other work in the Building, and Tenant shall cease use of any such conflicting labor immediately on Landlord's request. If requested by Landlord or General Contractor, Tenant's entry shall be accompanied by a representative of General Contractor. Tenant shall perform Tenant's Work in such a manner so as not to damage, delay or interfere with the Landlord's Work. Any damage to the Landlord's Work or to the Third Expansion

Premises caused by Tenant (or anyone acting by or on behalf of Tenant) shall be promptly repaired by and at the sole expense of Tenant. Any failure of Tenant (or anyone acting by or on behalf of Tenant) to comply with the terms of this Section shall be deemed a Tenant Delay (if the same shall result in a delay in completion of the Landlord's Work) and may give rise to an Event of Default for purposes of this Lease. Tenant shall not commence performance of any work or installation of any of its property in the Third Expansion Premises, nor apply for any permits that would delay the Landlord's Work or acquisition of permits therefor, until notified in writing by Landlord that Tenant may commence such activities. Landlord will not unreasonably withhold, condition or delay such notification. Tenant and anyone acting by or on behalf of Tenant will fully cooperate in (and not interfere with or delay) the Landlord's Work.

B-8. NOTICE.

Landlord will give Tenant at least fifteen (15) days prior notice of the date Landlord expects to tender to Tenant possession of the Third Expansion Premises with the Landlord's Work Substantially Complete, and will promptly notify Tenant as to any change in such estimated date as soon as the same is known to Landlord. Tenant's acceptance of possession of the Third Expansion Premises shall include therein Tenant's acceptance of the Landlord's Work, subject to the terms of the Lease, and to the attachment thereto of a complete list of Punch List Items which shall be prepared by Landlord and Tenant and signed by Tenant and Landlord on the date Landlord tenders to Tenant possession of the Third Expansion Premises or as soon thereafter as practicable. Notwithstanding the foregoing, acceptance of possession by Tenant of the Third Expansion Premises shall not be a waiver of its rights to have Landlord deliver the completed Landlord's Work, to the extent any incomplete or defective work was not known or readily discoverable upon acceptance of possession, provided that Tenant notifies Landlord of the same within thirty (30) days following the Third Expansion Premises Lease Commencement Date. Landlord shall promptly, after receiving written notice thereof by Tenant, provided that Landlord receives such written notice within one hundred eighty (180) days following the Third Expansion Premises Lease Commencement Date, correct any and all such latent defects or omissions at no cost or expense to Tenant.

B-9. CODE COMPLIANCE AND WARRANTY.

Landlord represents and warrants to Tenant that the Landlord's Work performed in the Third Expansion Premises will be in compliance with all applicable laws, ordinances, rules, orders, regulations and other governmental requirements, as well as requirements of the county Fire Marshal, or any similar body having jurisdiction over the Third Expansion Premises and the Building of which the Third Expansion Premises are a part. Landlord will warrant the Landlord's Work to be free of defects in materials and workmanship for a period of one (1) year from the Third Expansion Premises Lease Commencement Date (except for any misuse by Tenant or for any repairs or replacements by Tenant, at its expense, of any damage to the Third Expansion Premises for which Tenant is responsible as provided in the Lease). Landlord shall use commercially reasonable efforts to assign (to the extent assignable at no cost to Landlord) to

Tenant, the benefit of all construction warranties and manufacturer’s equipment warranties relating to equipment installed in the Third Expansion Premises. If requested by Tenant, Landlord shall attempt to obtain extended warranties from manufacturers and suppliers of such equipment, but the cost of any such extended warranties shall be at Tenant's sole cost and expense.

End of Exhibit

ATTACHMENT “1”
[***]

Exhibit 10.2

Separation Agreement and Release

This Separation Agreement and Release ("Agreement") is made by and between Metin Kurtoglu ("Executive") and Cartesian Therapeutics, Inc. (the "Company") (collectively referred to as the "Parties" or individually referred to as a "Party"). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Employment Agreement (as defined below).

WHEREAS, the Parties have previously entered into that certain Employment Agreement, dated as of March 28, 2024, (the "Employment Agreement"), and the Executive and Cartesian Therapeutics, Inc. (now known as Cartesian Bio, LLC, a subsidiary of the Company) have previously entered into those certain Confidentiality, Invention and Non-Disclosure, and Non-Competition and Non-Solicitation Agreements, each dated as of October 27, 2016 (the "RCAs"); and

WHEREAS, in connection with Executive's termination of employment with the Company or a subsidiary or affiliate of the Company effective May 1, 2025 (the "Separation Date"), the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Executive may have against the Company and any of the Releasees as defined below, including, but not limited to, any and all claims arising out of or in any way related to Executive's employment with or separation from the Company or its subsidiaries or affiliates but, for the avoidance of doubt, nothing herein will be deemed to release any rights or remedies in connection with Executive's ownership of vested shares of the Company, vested benefits or Executive's right to defense or indemnification by the Company or any of its affiliates pursuant to contract or applicable law (collectively, the "Retained Claims"). The Company agrees not to contest Executive's application for unemployment benefits; provided that nothing herein shall prohibit the Company from responding truthfully to requests for information from, or require the Company to make any false or misleading statements to, any governmental authority, and

WHEREAS, the Company may still desire to procure the advisory services of Executive at a future date.

NOW, THEREFORE, in consideration of the severance payments and benefits described in Section 4 of the Employment Agreement, which, pursuant to the Employment Agreement, are conditioned on Executive's execution and non-revocation of this Agreement, and in consideration of the mutual promises made herein, the Company and Executive hereby agree as follows:

1. Severance Payments; Equity Vesting; Salary and Benefits.

   (a) The Company agrees to provide Executive with the severance payments and benefits described in Section 4(b) of the Employment Agreement (collectively, the "Severance Benefits"), payable at the times set forth in, and subject to the terms and conditions of, the Employment Agreement, and subject to Executive's continuing compliance with the RCAs and the Consulting Agreement (as defined below).

   (b) To the extent not already vested, the equity awards granted to Executive on January 2, 2024, under any Company equity compensation plans shall immediately vest in full as of the Effective Date (as defined below). All other terms of the equity awards held by Executive will remain the same.

   (c) To the extent not already paid, and subject to the terms and conditions of the Employment Agreement, the Company shall pay or provide to Executive all other payments or

benefits described in Section 3(c) of the Employment Agreement, subject to and in accordance with the terms thereof.

2. Consulting Agreement. Executive agrees to provide consulting services to the Company during the period beginning May 1, 2025 and ending April 30, 2026, and shall execute and abide by the terms and conditions of the consulting agreement, attached hereto as Exhibit A (the "Consulting Agreement").

3. Release of Claims. Executive agrees that, other than with respect to the Retained Claims, the foregoing consideration represents settlement in full of all outstanding obligations owed to Executive by the Company, any of its direct or indirect subsidiaries and affiliates, and any of their current and former officers, directors, equity holders, managers, employees, agents, investors, attorneys, shareholders, administrators, affiliates, benefit plans, plan administrators, insurers, trustees, divisions, and subsidiaries and predecessor and successor corporations and assigns (collectively, the "Releasees"). Executive, on Executive's own behalf and on behalf of any of Executive's affiliated companies or entities and any of their respective heirs, family members, executors, agents, and assigns, other than with respect to the Retained Claims, hereby and forever releases the Releasees from any matters of any kind, whether presently known or unknown, suspected or unsuspected, that Executive may possess against any of the Releasees arising from any omissions, acts, facts, or damages that have occurred up until and including the date Executive signs this Agreement, including, without limitation:

(a) any and all claims relating to or arising from Executive's employment or service relationship with the Company or any of its direct or indirect subsidiaries or affiliates and the termination of that relationship;

(b) any and all claims relating to, or arising from, Executive's right to purchase, or actual purchase of any shares of stock or other equity interests of the Company or any of its affiliates, including, without limitation, any claims for fraud, misrepresentation, breach of fiduciary duty, breach of duty under applicable state corporate law, and securities fraud under any state or federal law;

(c) any and all claims for wrongful discharge of employment; termination in violation of public policy; discrimination; harassment; retaliation; breach of contract, both express and implied; breach of covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation; negligent or intentional interference with contract or prospective economic advantage; unfair business practices; defamation; libel; slander; negligence; personal injury; assault; battery; invasion of privacy; false imprisonment; conversion; and disability benefits;

(d) any and all claims for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Credit Reporting Act; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; and the Sarbanes-Oxley Act of 2002;

(e) any and all claims for violation of the federal or any state constitution;

(f) any and all claims arising out of any other laws and regulations relating to employment or employment discrimination;

(g) any claim for any loss, cost, damage, or expense arising out of any dispute over the non-withholding or other tax treatment of any of the proceeds received by Executive as a result of this Agreement;

(h) any and all claims arising out of the wage and hour and wage payments laws and regulations of the state or states in which Executive has provided service to the Company or any of its affiliates; and

(i) any and all claims for attorneys' fees and costs.

Executive agrees that the release set forth in this section shall be and remain in effect in all respects as a complete general release as to the matters released. This release does not release claims that cannot be released as a matter of law, including, but not limited to, Executive's right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation, Executive's right to file a charge with or participate in a charge, investigation or proceeding by the Equal Employment Opportunity Commission, or any other local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, against the Company (with the understanding that Executive's release of claims herein bars Executive from recovering monetary or other individual relief from the Company or any Releasee in connection with any charge, investigation or proceeding, or any related complaint or lawsuit, filed by Executive or by anyone else on Executive's behalf before the federal Equal Employment Opportunity Commission or a comparable state or local agency), claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law, claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA, claims to any benefit entitlements vested as the date of separation of Executive's employment, pursuant to written terms of any employee benefit plan of the Company or its affiliates and Executive's right under applicable law and any Retained Claims. This release further does not release claims for of this Agreement arising after the date Executive signs this Agreement.

4. Restrictive Covenants. Executive acknowledges and agrees that the restrictive covenants and other post-termination obligations set forth in the RCAs, including without limitation Executive's obligations relating to confidentiality, non-use and non-disclosure of Proprietary Information (as defined in the RCAs), non-solicitation, cooperation, and return of property, are hereby incorporated by reference and shall remain in full force and effect pursuant to their terms to the maximum extent permitted by applicable law. Without limiting the foregoing, Executive acknowledges and agrees that the noncompetition period under the RCAs shall continue for a period of 18 months after the Separation Date, and that the non-competition provisions of the RCAs shall remain in full force and effect to the maximum extent permitted by applicable law during such period. Further, Executive agrees that the RCAs inure to the benefit of, and are enforceable by, the Company, and that references to the "Company" in the RCAs shall be deemed to include the Company and its subsidiaries. Executive represents and warrants that Executive has complied with all provisions of the RCAs at all times through the Effective Date. If Executive breaches any of Executive's obligations under the RCAs or the Consulting Agreement, or any

other obligations hereunder, then, without limitation of any rights of the Company, the Company's obligation to provide any further Severance Benefits shall terminate.

5. Acknowledgment of Waiver of Claims under ADEA. Executive understands and acknowledges that Executive is waiving and releasing any rights Executive may have under the Age Discrimination in Employment Act of 1967 ("ADEA"), and that this waiver and release is knowing and voluntary. Executive understands and agrees that this waiver and release does not apply to any rights or claims that may arise under the ADEA after the date Executive executes this Agreement. Executive understands and acknowledges that the consideration given for this waiver and release is in addition to anything of value to which Executive was already entitled. Executive further understands and acknowledges that Executive is hereby advised by this writing that: (a) Executive should consult with an attorney prior to executing this Agreement; (b) Executive has 21 days within which to consider this Agreement; (c) Executive has 7 days following Executive's execution of this Agreement to revoke this Agreement pursuant to written notice to the General Counsel of the Company; (d) this Agreement shall not be effective until after the revocation period has expired; and (e) nothing in this Agreement prevents or precludes Executive from challenging or seeking a determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law. In the event Executive signs this Agreement and returns it to the Company in less than the 21-day period identified above, Executive hereby acknowledges that Executive has freely and voluntarily chosen to waive the time period allotted for considering this Agreement.

6. Severability. In the event that any provision or any portion of any provision hereof or any surviving agreement made a part hereof becomes or is declared by a court of competent jurisdiction or arbitrator to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said provision or portion of provision.

7. No Oral Modification. This Agreement may only be amended in a writing signed by Executive and a duly authorized officer of the Company.

8. Governing Law. This Agreement shall be subject to the provisions of Sections 9(a) and 9(c) of the Employment Agreement.

9. Effective Date. Executive has seven (7) days after Executive signs this Agreement to revoke it, and this Agreement will become effective on the eighth (8th) day after Executive signed this Agreement (the "Effective Date"), so long as it has been signed by the Parties and has not been revoked by either Party before such date.

10. Voluntary Execution of Agreement. Executive understands and agrees that Executive executed this Agreement voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full intent of releasing all of Executive's claims against the Company and any of the other Releasees. Executive acknowledges that: (a) Executive has read this Agreement; (b) Executive has not relied upon any representations or statements made by the Company that are not specifically set forth in this Agreement; (c) Executive has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of Executive's own choice or has elected not to retain legal counsel; (d) Executive understands the terms and consequences of this Agreement and

of the releases it contains; and (e) Executive is fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EXECUTIVE

Dated: April 29, 2025

/s/ Metin Kurtoglu, M.D., Ph.D.
Metin Kurtoglu, M.D., Ph.D.

CARTESIAN THERAPEUTICS, INC.

Dated: April 29, 2025

By: /s/ Carsten Brunn, Ph.D.
Name: Carsten Brunn, Ph.D.
Title: Chief Executive Officer

Exhibit A

CARTESIAN THERAPEUTICS, INC.

CONSULTING AGREEMENT
(Metin Kurtoglu, M.D., Ph.D.)

This Consulting Agreement dated as of May 1, 2025 (this "Agreement"), is made by and between Cartesian Therapeutics, Inc., a Delaware corporation (the "Company"), and Metin Kurtoglu, M.D., Ph.D. (the "Consultant").

WHEREAS, the Company desires to engage the Consultant to perform consulting services on behalf of the Company and the Consultant desires to perform such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth herein the parties hereby agree as follows:

1. Consulting Services.

(a) The Company hereby retains the Consultant and the Consultant hereby agrees to perform such consulting and advisory services relating to the Field of Interest (as defined in Section 13(j)) as the Company may request and as set forth in Schedule A (the "Consulting Services").

(b) The Consultant agrees to make himself available to render the Consulting Services, at such times and locations as may be mutually agreed, from time to time as requested by the Company. Except as provided in Schedule A, the Consultant may deliver the Consulting Services over the telephone, in person or by written correspondence.

(c) The Consultant agrees to devote his best efforts to performing the Consulting Services. The Consultant shall comply with all rules, procedures and standards promulgated from time to time by the Company with regard to the Consultant's access to and use of the Company's property, information, equipment and facilities.

2. Compensation. Consultant's compensation arrangements are provided in Schedule A. The Company will reimburse the Consultant for such reasonable business expenses as are incurred by the Consultant in the performance of Consulting Services for the Company and pre-approved in writing by the Company.

3. Independent Contractor. In furnishing the Consulting Services, the Consultant understands that he will at all times be acting as an independent contractor of the Company and, as such, will not be an employee of the Company and will not by reason of this Agreement or by reason of his Consulting Services to the Company be entitled to participate in or to receive any

benefit or right under any of the Company's employee benefit or welfare plans. The Consultant also will be responsible for paying all withholding and other taxes required by law to be paid as and when the same become due and payable. Consultant shall not enter into any agreements or incur any obligations on behalf of the Company.

4. Term. The Company may terminate this Agreement at any time for any reason, without cause and without prior notice.

5. Exceptions to this Agreement.

(a) Certain Other Contracts. The Company acknowledges that the Consultant is now or may become a party to agreements with third parties relating to the disclosure of information, the ownership of inventions, restrictions against competition and/or similar matters, or may start or become affiliated with businesses that engage in activities in cellular therapy or therapeutic modes of treatment. The Consultant represents and agrees that the execution, delivery and performance of this Agreement does not and will not conflict with any other agreement, policy or rule applicable to the Consultant, nor will Consultant start or become affiliated with a business that competes in any therapeutic field or therapeutic treatment that the Company is advancing or chooses to advance. The Consultant will not (i) disclose to the Company any information that he is required to keep secret pursuant to an existing confidentiality agreement with a third party, (ii) use the funding, resources, facilities or inventions of any third party to perform the Consulting Services, or (iii) perform the Consulting Services in any manner that would give any third party rights to any intellectual property created in connection with such services. For lack of doubt, Consultant shall not use any Confidential Information (as defined below), including any gained from employment or any consulting relationship with the Company, in carrying out business activities for any other business with which Consultant may become affiliated.

(b) Prior Inventions. The Consultant has informed the Company, in writing at the time of execution of this Agreement, of any and all inventions which he claims as his own or otherwise intends to exclude from this Agreement because it was developed by him prior to his original employment by the Company, or, if Consultant has not so informed the Company, Consultant represents and warrants that there are no such inventions. The Consultant acknowledges that after execution of this Agreement he shall have no right to exclude any Company Inventions (as defined in Section 7) from this Agreement.

6. Confidential Information. While providing the Consulting Services to the Company and thereafter, the Consultant shall not, directly or indirectly, use any Confidential Information other than pursuant to his provision of the Consulting Services by and for the benefit of the Company, or disclose to anyone outside of the Company any such Confidential Information during or after the term of this Agreement. The term "Confidential Information" as used throughout this Agreement shall mean all trade secrets, proprietary information and other data or information (and any tangible evidence, record or representation thereof), written or oral,

whether prepared, conceived or developed by a consultant or employee of the Company (including the Consultant) or received by the Company from an outside source, which is in the possession of the Company (whether or not the property of the Company) and which is maintained in secrecy or confidence by the Company. Without limiting the generality of the foregoing, Confidential Information shall include:

(a) any idea, improvement, invention, innovation, development, concept, technical data, design, formula, device, pattern, sequence, method, process, composition of matter, computer program or software, source code, object code, algorithm, model, diagram, flow chart, product specification or design, plan for a new or revised product, sample, compilation of information, or work in process, or parts thereof, and any and all revisions and improvements relating to any of the foregoing (in each case whether or not reduced to tangible form); and

(b) the name of any customer, supplier, employee, prospective customer, sales agent, supplier or consultant, any sales plan, marketing material, plan or survey, business plan or opportunity, product or development plan or specification, business proposal, financial record, or business record or other record or information relating to the present or proposed business of the Company.

Notwithstanding the foregoing, the term Confidential Information shall not apply to information which the Company has voluntarily disclosed to the public without restriction or which has otherwise lawfully entered the public domain.

The Consultant acknowledges that the Company from time to time has in its possession information (including product and development plans and specifications) which represent information which is claimed by others to be proprietary and which the Company has agreed to keep confidential. The Consultant agrees that all such information shall be Confidential Information for purposes of this Agreement.

The Consultant understands and agrees that its obligations with respect to Confidential Information shall continue to apply after the termination of its relationship with the Company for any reason. Nothing in this Agreement limits, restricts or in any other way affects the Consultant's communicating with any governmental agency or entity, or communicating with any official or staff person of a governmental agency or entity, concerning matters relevant to the governmental agency or entity. The Consultant understands that it cannot be held criminally or civilly liable under any federal or state trade secret law for disclosing a trade secret (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law, or (b) in a complaint or other document filed under seal in a lawsuit or other proceeding. Notwithstanding this immunity from liability, the Consultant understands that it may be held liable if it unlawfully accesses trade secrets by unauthorized means.

The Consultant agrees that all originals and all copies of materials containing, representing, evidencing, recording, or constituting any Confidential Information, however and whenever produced (whether by the Consultant or others), shall be the sole property of the Company.

7. Inventions.

(a) Certain Inventions Made by Others. Subject to the Consultant's obligations to third parties, during the term of this Agreement, the Consultant will use his best efforts (i) to disclose to the President of the Company, on a confidential basis, technology and product opportunities which come to the attention of the Consultant in the Field of Interest, and (ii) any invention, improvement, discovery, process, formula or method or other intellectual property relating to or useful in, the Field of Interest, whether or not patentable or copyrightable, and whether or not discovered or developed by Consultant.

(b) Inventions Made by the Consultant. The Consultant agrees that all Confidential Information and all other discoveries, inventions, ideas, concepts, trademarks, service marks, logos, processes, products, formulas, computer programs or software, source codes, object codes, algorithms, machines, apparatuses, items of manufacture or composition of matter, or any new uses therefor or improvements thereon, or any new designs or modifications or configurations of any kind, or works of authorship of any kind, including, without limitation, compilations and derivative works, whether or not patentable or copyrightable, conceived, developed, reduced to practice or otherwise made by the Consultant during the term of this Agreement, either alone or with others, and in any way related to or arising out of: (i) the Field of Interest; (ii) the Consulting Services; or (iii) Confidential Information of the Company, whether or not conceived, developed, reduced to practice or made on the Company's premises (collectively, "Company Inventions"), and any and all services and products which embody, emulate or employ any such Company Invention or Confidential Information shall be the sole property of the Company and all copyrights, patents, patent rights, trademarks and reproduction rights to, and other proprietary rights in, each such Company Invention or Confidential Information, whether or not patentable or copyrightable, shall belong exclusively to the Company. The Consultant agrees that all such Company Inventions shall constitute works made for hire under the copyright laws of the United States and hereby assigns and, to the extent any such assignment cannot be made at the present time, agrees to assign, to the Company any and all copyrights, patents and other proprietary rights he may have in any such Company Invention, together with the right to file and/or own wholly without restrictions applications for United States and foreign patents, trademark registration and copyright registration and any patent, or trademark or copyright registration issuing thereon.

8. Consultant's Obligation to Keep Records. Consultant shall make and maintain adequate and current written records of all Company Inventions, and shall disclose all Company Inventions promptly, fully and in writing to the Company immediately upon development of the same and at any time upon request.

9. Consultant's Obligation to Cooperate. The Consultant will, at any time during or after the term of this Agreement, upon request of the Company, execute all documents and perform all lawful acts which the Company considers necessary or advisable to secure its rights hereunder and to carry out the intent of this Agreement. Without limiting the generality of the foregoing, the Consultant will assist the Company in any reasonable manner to obtain for its own benefit patents or copyrights in any and all countries with respect to all Company Inventions assigned pursuant to Section 7, and the Consultant will execute, when requested, patent and other applications and assignments thereof to the Company, or Persons (as defined in Section 13(j)) designated by it, and any other lawful documents deemed necessary by the Company to carry out the purposes of this Agreement, and the Consultant will further assist the Company in every way to enforce any patents and copyrights obtained, including testifying in any suit or proceeding involving any of said patents or copyrights or executing any documents deemed necessary by the Company, all without further consideration than provided for herein. It is understood that reasonable out-of-pocket expenses of the Consultant's assistance incurred at the request of the Company under this Section will be reimbursed by the Company.

10. Nonsolicitation. During the term of this Agreement and for a period of eighteen months after the termination of this Agreement, the Consultant shall not (i) solicit, encourage, or take any other action which is intended to induce any employee of, or consultant to, the Company (or any other Person who may have been employed by, or may have been a consultant to, the Company during the Term) to terminate his or her employment or relationship with the Company in order to become employed by or otherwise perform services for any other Person or (ii) solicit, endeavor to entice away from the Company or otherwise interfere with the relationship of the Company with any Person who is, or was within the then-most recent 12 month period, a client or customer of the Company.

11. Return of Property. Upon termination of the Consultant's engagement with the Company, or at any other time upon request of the Company, the Consultant shall return promptly any and all Confidential Information, including customer or prospective customer lists, other customer or prospective customer information or related materials, computer programs, software, electronic data, specifications, drawings, blueprints, medical devices, samples, reproductions, sketches, notes, notebooks, memoranda, reports, records, proposals, business plans, or copies of them, other documents or materials, tools, equipment, or other property belonging to the Company or its customers which the Consultant may then possess or have under his control. The Consultant further agrees that upon termination of his engagement he shall not take with him any documents or data in any form or of any description containing or pertaining to Confidential Information or any Company Inventions.

12. Miscellaneous.

(a) Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to such subject matter; provided, however, that the Confidentiality, Invention and Non-Disclosure, and Non-Competition and Non-Solicitation Agreements, each dated as of October 27, 2016, by and between the Consultant and Cartesian Therapeutics, Inc. (now known as Cartesian Bio, LLC, a subsidiary of the Company) (the "RCAs") and the Separation Agreement and Release by and between the Consultant and the Company entered into on or around May 1, 2025 (the "Separation Agreement") are not superseded. The Consultant affirms the Consultant's ongoing obligations under the RCAs, which are in addition to (and not in lieu of or modified by) Consultant's obligations under this Agreement.

(b) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not intended to and does not confer upon any person other than the parties hereto any rights or remedies hereunder, except as otherwise expressly provided herein and shall not be assignable by operation of law or otherwise.

(c) Amendments and Supplements. This Agreement may not be altered, changed or amended, except by an instrument in writing signed by the parties hereto.

(d) No Waiver. The terms and conditions of this Agreement may be waived only by a written instrument signed by the party waiving compliance. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance.

(e) Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Maryland, without regard to its principles of conflicts of laws.

(f) Notice. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered by hand, sent by facsimile transmission with confirmation of receipt, sent via a reputable overnight courier service with confirmation of receipt requested, or mailed by registered or certified mail (postage prepaid and return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice), and shall be deemed given on the date on which delivered by hand or otherwise on the date of receipt as confirmed:

To the Company:

Cartesian Therapeutics, Inc.

7495 New Horizon Way
Frederick, MD 21703
Attention: General Counsel

To the Consultant:

Metin Kurtoglu, M.D., Ph.D.
[***]

(g) Remedies. The Consultant recognizes that money damages alone would not adequately compensate the Company in the event of breach by the Consultant of this Agreement, and the Consultant therefore agrees that, in addition to all other remedies available to the Company at law, in equity or otherwise, the Company shall be entitled to injunctive relief for the enforcement hereof. All rights and remedies hereunder are cumulative and are in addition to and not exclusive of any other rights and remedies available at law, in equity, by agreement or otherwise.

(h) Survival; Validity. Notwithstanding the termination of the Consultant's relationship with the Company (whether pursuant to Section 4 or otherwise), the Consultant's covenants and obligations set forth in Sections 6, 7, 9, 10 and 11 shall remain in effect and be fully enforceable in accordance with the provisions thereof. In the event that any provision of this Agreement shall be determined to be unenforceable by reason of its extension for too great a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable. If, after application of the preceding sentence, any provision of this Agreement shall be determined to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the other provisions of this Agreement shall not be affected thereby. Except as otherwise provided in this Section 13(h), any invalid, illegal or unenforceable provision of this Agreement shall be severable, and after any such severance, all other provisions hereof shall remain in full force and effect.

(i) Construction. A reference to a Section or a Schedule shall mean a Section in or Schedule to this Agreement unless otherwise expressly stated. The titles and headings herein are for reference purposes only and shall not in any manner limit the construction of this Agreement which shall be considered as a whole. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa.

(j) Certain Definitions.

"Field of Interest" shall mean RNA cell therapy and therapeutic applications.

"Person" shall mean an individual, a corporation, an association, a partnership, an estate, a trust and any other entity or organization.

(k) Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same Agreement.

*****

IN WITNESS WHEREOF, the parties have caused this Consulting Agreement to be executed as an agreement under seal as of the date first written above.

CARTESIAN THERAPEUTICS, INC.

By:/s/ Carsten Brunn, Ph.D.
Name: Carsten Brunn, Ph.D.
Title: Chief Executive Officer

CONSULTANT:

/s/ Metin Kurtoglu, M.D., Ph.D.
Metin Kurtoglu, M.D., Ph.D.

Schedule A

1. Description of Consulting Services.

The Consultant shall provide such consulting services as the Company reasonably requests in connection with the operation of the Company's business. Without limiting the generality of the foregoing, the Consultant shall be required on an as-needed basis to:

Provide general consulting services, upon request, related to:

- Manufacturing Science and Technology;
- Intellectual Property and related strategy;
- Manufacturing Operations;
- General scientific and technical issues and operations;
- Regulatory strategy.

2. Compensation.

Consultant will receive no additional cash compensation for providing Consulting services. Consultant will provide the above-services in connection with the "Separation Agreement, and shall continue to provide the above-consulting services on an as-needed and requested basis for as long as Consultant continues to receive separation benefits under the Separation Agreement. The Consultant's services under this Agreement shall constitute continued service under the Company options previously granted to Consultant, each of which continue to be governed by the terms and conditions of the applicable award agreement and equity plan.

Exhibit 31.1

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Carsten Brunn, Ph.D., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cartesian Therapeutics, 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.

May 8, 2025

/s/ Carsten Brunn, Ph.D.
Carsten Brunn, Ph.D.
President and Chief Executive Officer, and Director
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Blaine Davis, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Cartesian Therapeutics, 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.

May 8, 2025

/s/ Blaine Davis
Blaine Davis
Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

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

In connection with the Quarterly Report on Form 10-Q of Cartesian Therapeutics, Inc. (the "Company") for the period ended March 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company hereby certifies, pursuant to 18 U.S.C. Section 1350, that to his knowledge:

1. The Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2025 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May 8, 2025

/s/ Carsten Brunn, Ph.D.
Carsten Brunn, Ph.D.
President and Chief Executive Officer, and Director
(Principal Executive Officer)

May 8, 2025

/s/ Blaine Davis
Blaine Davis
Chief Financial Officer
(Principal Financial Officer)