

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
WASHINGTON, D.C. 20549

FORM 20-F

- REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934
OR
 ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended **June 30, 2021**
OR
 TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
OR
 SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
Date of event requiring this shell company report
For the transition period from _____ to _____
Commission file number 001-37626

MESOBLAST LIMITED

(Exact name of Registrant as specified in its charter)

N/A
(Translation of Registrant's name into English)
AUSTRALIA
(Jurisdiction of incorporation or organization)
Level 38, 55 Collins Street
Melbourne, VIC, 3000, Australia
Telephone: +61 (3) 9639 6036
(Address of principal executive offices)

Silviu Itescu
Chief Executive Officer
Telephone: +61 (3) 9639 6036; Fax: +61 (3) 9639 6030
Level 38, 55 Collins Street
Melbourne, VIC, 3000, Australia

(Name, Telephone, E-mail and/or Facsimile number and Address of Company Contact Person)
Securities registered or to be registered pursuant to Section 12(b) of the Act.

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
American Depositary Shares, each representing five Ordinary Shares*	MESO	The NASDAQ Global Select Market

Securities registered or to be registered pursuant to Section 12(g) of the Act.

None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act.

None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

648,696,070 Ordinary Shares

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

Yes No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Yes No

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, or a non-accelerated filer, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer
Emerging growth company

Act. If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, 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 has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP International Financial Reporting Standards as issued by the International Accounting Standards Board Other

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 Item 18

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

Table of Contents

INTRODUCTION AND USE OF CERTAIN TERMS	2
FORWARD-LOOKING STATEMENTS	3
PART I	5
Item 1. Identity of Directors, Senior Management	5
Item 2. Offer Statistics and Expected Timetable	5
Item 3. Key Information	5
3.A Selected Financial Data	5
3.B Capitalization and Indebtedness	5
3.C Reasons for the offer and use of proceeds	5
3.D Risk Factors	5
Item 4. Information on the Company	40
4.A History and Development of Mesoblast	40
4.B Business Overview	43
4.C Organizational Structure	65
4.D Property, Plants and Equipment	65
Item 4A. Unresolved Staff Comments	65
Item 5. Operating and Financial Review and Prospects	65
5.A Operating Results	66
5.B Liquidity and Capital Resources	76
5.C Research and Development, Patents and Licenses	79
5.D Trend Information	79
5.E Critical Accounting Estimates	79
Item 6. Directors, Senior Management and Employees	80
6.A Directors and Senior Management	83
6.B Compensation	89
6.C Board Practices	110
6.D Employees	112
6.E Share Ownership	113
Item 7. Major Shareholders and Related Party Transactions	114
7.A Major Shareholders	114
7.B Related Party Transactions	114
7.C Interests of Experts and Counsel	114
Item 8. Financial Information	115
8.A Consolidated Statements and Other Financial Information	115
8.B Significant Changes	115
Item 9. The Offer and Listing	115
9.A Offer and Listing Details	115
9.B Plan of Distribution	115
9.C Markets	115
9.D Selling Shareholders	115
9.E Dilution	115
9.F Expenses of the Issue	116

Item 10.	Additional Information	116
10.A	Share Capital	116
10.B	Memorandum and Articles of Association	116
10.C	Material Contracts	121
10.D	Exchange Controls	124
10.E	Taxation	125
10.F	Dividends and Paying Agents	132
10.G	Statement by Experts	132
10.H	Documents on Display	132
10.I	Subsidiary Information	133
Item 11.	Quantitative and Qualitative Disclosures about Market Risk	133
Item 12.	Description of Securities Other than Equity Securities	133
12.A	Debt Securities	133
12.B	Warrants and Rights	133
12.C	Other Securities	133
12.D	American Depositary Shares	133
PART II		134
Item 13.	Defaults, Dividend Arrearages and Delinquencies	134
Item 14.	Material Modifications to the Rights of Security Holders and Use of Proceeds	134
Item 15.	Controls and Procedures	134
Item 16A.	Audit Committee Financial Expert	134
Item 16B.	Code of Ethics	135
Item 16C.	Principal Accountant Fees and Services	135
Item 16D.	Exemptions from the Listing Standards for Audit Committees	135
Item 16E.	Purchases of Equity Securities by the Issuer and Affiliated Purchasers	135
Item 16F.	Change in Registrant's Certifying Accountant	135
Item 16G.	Corporate Governance	135
Item 16H.	Mine Safety Disclosure	136
PART III		136
Item 17.	Financial Statements	136
Item 18.	Financial Statements	136
Item 19.	Exhibits	214
SIGNATURES		216

INTRODUCTION AND USE OF CERTAIN TERMS

Mesoblast Limited and its consolidated subsidiaries publish consolidated financial statements expressed in U.S. dollars, unless otherwise indicated. This Annual Report on Form 20-F is presented in U.S. dollars, unless otherwise indicated. Our consolidated financial statements found in Item 18 of this annual report on Form 20-F are prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board and Australian equivalents to International Financial Reporting Standards as issued by the Australian Accounting Standards Board.

Except where the context requires otherwise and for purposes of this Form 20-F only:

- “ADSS” refers to our American depository shares, each of which represents ordinary shares, and “ADRs” refers to the American depository receipts that evidence our ADSS.
- “Mesoblast,” “we,” “us” or “our” refer to Mesoblast Limited and its subsidiaries.
- “A\$” or “Australian dollar” refers to the legal currency of Australia.
- “AIFRS” refers to the Australian equivalents to International Financial Reporting Standards as issued by the Australian Accounting Standards Board, or AASB.
- “CHF” refers to the legal currency of Switzerland.
- “FDA” refers to the United States Food and Drug Administration.
- “GBP” refers to the legal currency of the United Kingdom.
- “IFRS” refers to the International Financial Reporting Standards as issued by the International Accounting Standards Board, or IASB.
- “S\$” or “SGD” or “Singapore dollar” refers to the legal currency of Singapore.
- “U.S. GAAP” refers to the Generally Accepted Accounting Principles in the United States.
- “US\$” or “U.S. dollars” refers to the legal currency of the United States.
- “U.S.” or “United States” refers to the United States of America.
- “€” or “Euro” refers to the legal currency of the European Union.

Australian Disclosure Requirements

Our ordinary shares are primarily quoted on the Australian Securities Exchange (“ASX”) in addition to our listing of our ADSs on the Nasdaq Global Select Market. As part of our ASX listing, we are required to comply with various disclosure requirements as set out under the Australian *Corporations Act 2001* and the *ASX Listing Rules*. Information furnished under the sub-heading “Australian Disclosure Requirements” is intended to comply with ASX listing and *Corporations Act 2001* disclosure requirements and is not intended to fulfill information required by this Annual Report on Form 20-F.

FORWARD-LOOKING STATEMENTS

This Form 20-F includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, that are based on our current expectations, assumptions, estimates and projections about the Company, our industry, economic conditions in the markets in which we operate, and certain other matters. These statements include, among other things, the discussions of our business strategy and expectations concerning our market position, future operations, margins, profitability, liquidity and capital resources. These statements are subject to known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. Words such as, but not limited to, “believe,” “expect,” “anticipate,” “estimate,” “intend,” “plan,” “target,” “likely,” “will,” “would,” “could,” “should,” “may,” “goal,” “objective” and similar expressions or phrases identify forward-looking statements. We have based these forward-looking statements largely on our current expectations and future events and financial trends that we believe may affect our financial condition, results of operation, business strategy and financial needs. Forward-looking statements include, but are not limited to, statements about:

- the initiation, timing, progress and results of our preclinical and clinical studies, and our research and development programs;
- our ability to advance product candidates into, enroll and successfully complete, clinical studies, including multi-national clinical trials;
- our ability to advance our manufacturing capabilities;
- the timing or likelihood of regulatory filings and approvals, manufacturing activities and product marketing activities, if any;
- our ability to take advantage of the potential benefits of the 21st Century Cures Act;
- the impact that the COVID-19 pandemic could have on business operations;
- the commercialization of our product candidates, if approved;
- regulatory or public perceptions and market acceptance surrounding the use of cell based therapies;
- the potential for our product candidates, if any are approved, to be withdrawn from the market due to patient adverse events or deaths;
- the potential benefits of strategic collaboration agreements and our ability to enter into and maintain established strategic collaborations;
- our ability to establish and maintain intellectual property on our product candidates and our ability to successfully defend these in cases of alleged infringement;
- the scope of protection we are able to establish and maintain for intellectual property rights covering our product candidates and technology;
- our ability to obtain additional financing;
- estimates of our expenses, future revenues, capital requirements and our needs for additional financing;
- our financial performance;
- developments relating to our competitors and our industry;
- the pricing and reimbursement of our product candidates, if approved; and
- other risks and uncertainties, including those listed under the caption “Risk Factors”.

You should read thoroughly this Form 20-F and the documents that we refer to herein with the understanding that our actual future results may be materially different from and/or worse than what we expect. We qualify all of our forward-looking statements by these cautionary statements. Other sections of this Form 20-F include additional factors which could adversely impact our business and financial performance. Moreover, we operate in an evolving environment. New risk factors emerge from time to time and it is not possible for our management to predict all risk factors, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

This Form 20-F also contains third-party data relating to the biopharmaceutical market that includes projections based on a number of assumptions. The biopharmaceutical market may not grow at the rates projected by market data, or at all. The failure of this market to grow at the projected rates may have a material adverse effect on our business and the market price of our ordinary shares and ADSs. Furthermore, if any one or more of the assumptions underlying the market data turns out to be incorrect, actual results may differ from the projections based on these assumptions. You should not place undue reliance on these forward-looking statements.

You should not rely upon forward-looking statements as predictions of future events. The forward-looking statements made in this Form 20-F relate only to events or information as of the date on which the statements are made in this Form 20-F. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 1. Identity of Directors, Senior Management

Not applicable.

Item 2. Offer Statistics and Expected Timetable

Not applicable.

Item 3. Key Information**3.A Selected Financial Data**

Not applicable.

3.B Capitalization and Indebtedness

Not applicable.

3.C Reasons for the offer and use of proceeds

Not applicable.

3.D Risk Factors

You should carefully consider the risks described below and all other information contained in this Annual Report on Form 20-F before making an investment decision. If any of the following risks actually occur, our business, financial condition and results of operations could be materially and adversely affected. In that event, the trading price of our ordinary shares and ADSs could decline, and you may lose part or all of your investment. This Annual Report on Form 20-F also contains forward-looking information that involves risks and uncertainties. Our actual results could differ materially from those anticipated in these forward-looking statements as a result of many factors, including the risks described below and elsewhere in this Annual Report on Form 20-F.

Risks Related to Our Financial Position and Capital Requirements

We have incurred operating losses since our inception and anticipate that we will continue to incur substantial operating losses for the foreseeable future. We may never achieve or sustain profitability.

We are a clinical-stage biotechnology company and we have not yet generated significant revenues. We have incurred net losses during most of our fiscal periods since our inception. Our net loss for the year ended June 30, 2021 was \$98.8 million. As of June 30, 2021, we have an accumulated deficit of \$647.6 million since our inception. We do not know whether or when we will become profitable. Our losses have resulted principally from costs incurred in clinical development and manufacturing activities.

We anticipate that our expenses will increase as we move toward commercialization, including the scaling up of our manufacturing activities and our establishment of infrastructure and logistics necessary to support potential product launches. Biopharmaceutical product development is a highly speculative undertaking and involves a substantial degree of risk. To achieve and maintain profitability, we must successfully develop our product candidates, obtain regulatory approval, and manufacture, market and sell those products for which we obtain regulatory approval. If we obtain regulatory approval to market a product candidate, our future revenue will depend upon the size of any markets in which our product candidates may receive approval, and our ability to achieve and maintain sufficient market acceptance, pricing, reimbursement from third-party payors, and adequate market share for our product candidates in those markets. We may not succeed in these activities, and we may never generate revenue from product sales that is significant enough to achieve profitability. Our failure to become or remain profitable would depress our market value and could impair our ability to raise capital, expand our business, discover or develop other product candidates or continue our operations. A decline in the value of our company could cause you to lose part or all of your investment.

We have never generated revenue from product sales and may never be profitable.

Our ability to generate revenue and achieve profitability depends on our ability, either alone or with strategic collaboration partners, to successfully complete the development of, and obtain the regulatory approvals necessary to commercialize, our product candidates. We do not currently generate revenues from product sales (other than licensing revenue from sales of TEMCELL® HS).

Inj. (“TEMCELL”), a registered trademark of JCR Pharmaceuticals Co., Ltd. (“JCR”), by JCR in Japan, and royalty revenue from net sales of Alofisel® a registered trademark of TiGenix NV (“TiGenix”), previously known as Cx601, an adipose-derived mesenchymal stromal cell product developed by TiGenix, now a wholly owned subsidiary of Takeda Pharmaceutical Company Limited (“Takeda”) and approved for marketing in the EU), and we may never generate product sales. Our ability to generate future revenues from product sales depends heavily on our success in a number of areas, including:

- completing research, preclinical and clinical development of our product candidates;
- seeking and obtaining regulatory and marketing approvals for product candidates for which we complete clinical studies;
- establishing and maintaining supply and manufacturing relationships with third parties that can provide adequate (in amount and quality) products and services to support clinical development and the market demand for our product candidates, if approved;
- launching and commercializing product candidates for which we obtain regulatory and marketing approval, either by collaborating with a partner or, if launched independently, by establishing commercial and distribution capabilities necessary to effectively seek and maintain market access and ensure compliance with legal and regulatory requirements relating to interactions with healthcare providers, healthcare organizations and government agencies;
- obtaining market acceptance of our product candidates as viable treatment options;
- addressing competing technological and market developments;
- obtaining and sustaining an adequate level of reimbursement from payors;
- identifying and validating new cell therapy product candidates;
- negotiating favorable terms in any collaboration, licensing or other arrangements into which we may enter;
- maintaining, protecting and expanding our portfolio of intellectual property rights, including patents, trade secrets, know-how and trademarks;
- attracting, hiring and retaining qualified personnel; and
- implementing additional internal systems and infrastructure, as needed.

Even if one or more of the product candidates that we develop is approved for commercial sale, we anticipate incurring significant costs associated with commercializing and distributing any approved product candidate. Our expenses could increase beyond expectations if we are required by the United States Food and Drug Administration (“FDA”), the European Medicines Agency (“EMA”), or other regulatory agencies, to perform clinical and other studies in addition to those that we currently anticipate. We may not become profitable and may need to obtain additional funding to continue operations.

We require substantial additional financing to achieve our goals, and our failure to obtain this necessary capital or establish and maintain strategic partnerships to provide funding support for our development programs could force us to delay, limit, reduce or terminate our product development or commercialization efforts.

Our operations have consumed substantial amounts of cash since inception. As of June 30, 2021, our cash and cash equivalents were \$136.9 million. We expect to continue to incur significant expenses and increase our cumulative operating losses for the foreseeable future in connection with our planned research, development and product commercialization efforts. In addition, we will require additional financing to achieve our goals and our failure to do so could adversely affect our commercialization efforts. We anticipate that our expenses will increase if and as we:

- continue the research and clinical development of our product candidates, including MPC-150-1M (Class II-IV Chronic Heart Failure (“CHF”)), MPC-06-ID (Chronic Low Back Pain (“CLBP”)), remestemcel-L and MPC-300-IV (inflammatory conditions) product candidates;
- seek to identify, assess, acquire, and/or develop other and combination product candidates and technologies;
- seek regulatory and marketing approvals in multiple jurisdictions for our product candidates that successfully complete clinical studies and identify and apply for regulatory designations to facilitate development and ultimate commercialization of our products;
- establish and maintain collaborations and strategic partnerships with third parties for the development and commercialization of our product candidates, or otherwise build and maintain a sales, marketing and distribution infrastructure and/or external logistics to commercialize any products for which we may obtain marketing approval;
- further develop and implement our proprietary manufacturing processes in both planar technology and our bioreactor programs and expand our manufacturing capabilities and resources for commercial production;

- seek coverage and reimbursement from third-party payors, including government and private payors for future products;
- make milestone or other payments under our agreements pursuant to which we have licensed or acquired rights to intellectual property and technology;
- seek to maintain, protect and expand our intellectual property portfolio;
- seek to attract and retain skilled personnel; and
- develop the compliance and other infrastructure necessary to support product commercialization and distribution.

If we were to experience any delays or encounter issues with any of the above, including clinical holds, failed studies, inconclusive or complex results, safety or efficacy issues, or other regulatory challenges that require longer follow-up of existing studies, additional studies, or additional supportive studies in order to pursue marketing approval, it could further increase the costs associated with the above. Further, the net operating losses we incur may fluctuate significantly from quarter to quarter and year to year, such that a period-to-period comparison of our results of operations may not be a good indication of our future performance.

To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest may be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a shareholder or as a holder of the ADSs. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take certain actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional funds through strategic collaborations or partnerships, or marketing, distribution or licensing arrangements with third parties, we may be required to do so at an earlier stage than would otherwise be ideal and/or may have to limit valuable rights to our intellectual property, technologies, product candidates or future revenue streams, or grant licenses or other rights on terms that are not favorable to us. Furthermore, any additional fundraising efforts may divert our management from their day-to-day activities, which may adversely affect our ability to develop and commercialize our product candidates.

The terms of our loan facilities with Hercules Capital, Inc. (“Hercules”) and NovaQuest Capital Management, L.L.C. (“NovaQuest”) could restrict our operations, particularly our ability to respond to changes in our business or to take specified actions.

On March 6, 2018, we entered into a loan and security agreement with Hercules, for a \$75.0 million non-dilutive, four-year credit facility. We drew the first tranche of \$35.0 million at closing, and we have subsequently drawn a further \$15.0 million. On June 29, 2018, we entered into a loan and security agreement with NovaQuest for a \$40.0 million non-dilutive, eight-year term credit facility, repayable from net sales of our allogeneic product candidate remestemcel-L in pediatric patients with steroid-refractory acute graft versus host disease (“SR-aGVHD”), in the United States and other geographies excluding Asia. We drew the first tranche of \$30.0 million on closing. Our loan facilities with Hercules and NovaQuest contain a number of covenants that impose operating restrictions on us, which may restrict our ability to respond to changes in our business or take specified actions. The Group has an operating objective to at all times maintain unrestricted cash reserves in excess of six months liquidity. This objective aligns with our loan and security agreement with Hercules where we are obliged to maintain certain levels of cash in the United States, and a minimum unrestricted cash balance equal to the lesser of: four months liquidity (defined as the prior four calendar months net cash outflows in operating activities and investing activities, excluding amounts for extraordinary, non-recurring, not regularly scheduled or onetime proceeds and amounts) plus any balance of accounts payable not paid after the 120th day following the invoice date for such accounts payable; and the outstanding loan balance. Our ability to comply with the various covenants under the agreements may be affected by events beyond our control, and we may not be able to continue to meet the covenants. Upon the occurrence of an event of default, Hercules or NovaQuest could elect to declare all amounts outstanding under the loan facility to be immediately due and payable and terminate all commitments to extend further credit. If Hercules or NovaQuest accelerates the repayment, if any, we may not have sufficient funds to repay our existing debt. In addition, in August 2021, we entered into a contractual arrangement with Hercules that extended the interest-only period of the Hercules debt facility to January 1, 2022. Accordingly, as from that date, we are expected to repay the principal amount drawn under such debt facility through to facility expiry in March 2022. Although we intend to refinance this debt, we may not be successful in obtaining refinancing terms that are acceptable. If we were unable to repay the owed amounts, Hercules or NovaQuest could proceed against the collateral granted to it to secure such indebtedness. We have pledged substantially all of our assets as collateral under the loan facility with Hercules, and a portion of our assets relating to the SR-aGVHD product candidate as collateral under the loan facility with NovaQuest.

We are subject to risks associated with currency fluctuations, and changes in foreign currency exchange rates could impact our results of operations.

Historically, a substantial portion of our operating expenses has been denominated in U.S. dollars and our main currency requirements are U.S. dollars, Australian dollars and Singapore dollars. Approximately 89% of our cash and cash equivalents as of June 30, 2021 were denominated in U.S. dollars and 11% were denominated in Australian dollars. Because we have multiple functional currencies across different jurisdictions, changes in the exchange rate between these currencies and the foreign currencies of the transactions recorded in our accounts could materially impact our reported results of operations and distort period-to-period

comparisons. For example, a portion of our research and clinical trials are undertaken in Australia. As such, payment will be made in Australian dollar currency, and may exceed the budgeted expenditure if there are adverse currency fluctuations against the U.S. dollar.

More specifically, if we decide to convert our Australian dollars into U.S. dollars for any business purpose, appreciation of the U.S. dollar against the Australian dollar would have a negative effect on the U.S. dollar amount available to us. Appreciation or depreciation in the value of the Australian dollar relative to the U.S. dollar would affect our financial results reported in U.S. dollar terms without giving effect to any underlying change in our business or results of operations. As a result of such foreign currency fluctuations, it could be more difficult to detect underlying trends in our business and results of operations.

Unfavorable global economic or political conditions could adversely affect our business, financial condition or results of operations.

Our results of operations could be adversely affected by general conditions in the global economy and in the global financial markets. A global financial crisis or a global or regional political disruption could cause extreme volatility in the capital and credit markets. A severe or prolonged economic downturn or political disruption could result in a variety of risks to our business, including weakened demand for our product candidates, if approved, and our ability to raise additional capital when needed on acceptable terms, if at all. A weak or declining economy or political disruption could also strain our manufacturers or suppliers, possibly resulting in supply disruption. Any of the foregoing could harm our business and we cannot anticipate all of the ways in which the political or economic climate and financial market conditions could adversely impact our business.

Risks Related to Clinical Development and Regulatory Review and Approval of Our Product Candidates

Our product candidates are based on our novel mesenchymal lineage cell technology, which makes it difficult to accurately and reliably predict the time and cost of product development and subsequently obtaining regulatory approval. At the moment, no industrially manufactured, non-hematopoietic, allogeneic cell products have been approved in the United States.

Other than with respect to sales of products by our licensees, we have not commercially marketed, distributed or sold any products. The success of our business depends on our ability to develop and commercialize our lead product candidates. We have concentrated our product research and development efforts on our mesenchymal lineage cell platform, a novel type of cell therapy. Our future success depends on the successful development of this therapeutic approach. There can be no assurance that any development problems we experience in the future related to our mesenchymal lineage cell platform will not cause significant delays or unanticipated costs, or that such development problems can be solved. We may also experience delays in developing sustainable, reproducible and scalable manufacturing processes or transferring these processes to collaborators, which may prevent us from completing our clinical studies or commercializing our products on a timely or profitable basis, if at all.

In addition, the clinical study requirements of the FDA, the EMA and other regulatory agencies and the criteria these regulators use to determine the safety and efficacy of a product candidate vary substantially according to the type, complexity, novelty and intended use and market of the potential product candidates. The regulatory approval process for novel product candidates such as ours can be more expensive and take longer to develop than for other, better known or extensively studied pharmaceutical or other product candidates. In addition, adverse developments in clinical trials of cell therapy products conducted by others may cause the FDA or other regulatory bodies to change the requirements for approval of any of our product candidates.

We may fail to demonstrate safety and efficacy to the satisfaction of applicable regulatory agencies.

We must conduct extensive testing of our product candidates to demonstrate their safety and efficacy, including both preclinical animal testing and evaluation in human clinical trials, before we can obtain regulatory approval to market and sell them. Conducting such testing is a lengthy, time-consuming, and expensive process and there is a high rate of failure.

Our current and completed preclinical and clinical results for our product candidates are not necessarily predictive of the results of our ongoing or future clinical trials. Promising results in preclinical studies of a product candidate may not be predictive of similar results in humans during clinical trials, and successful results from early human clinical trials of a product candidate may not be replicated in later and larger human clinical trials or in clinical trials for different indications. If the results of our or our collaborators' ongoing or future clinical trials are negative or inconclusive with respect to the efficacy of our product candidates, or if these trials do not meet the clinical endpoints with statistical significance, or if there are safety concerns or adverse events associated with our product candidates, we or our collaborators may be prevented or delayed in obtaining marketing approval for our product candidates.

Even if ongoing or future clinical studies meet the clinical endpoints with statistical significance, the FDA or other regulatory agencies may still find the data insufficient to support marketing approval based on other factors.

We may encounter substantial delays in our clinical studies, including as a result of the COVID-19 pandemic.

We cannot guarantee that any preclinical testing or clinical trials will be conducted as planned or completed on schedule, if at all. As a result, we may not achieve our expected clinical milestones. A failure can occur at any stage of testing. Events that may prevent successful or timely commencement, enrollment or completion of clinical development include:

- problems which may arise as a result of our transition of research and development programs from licensors or previous sponsors;
- delays in raising, or inability to raise, sufficient capital to fund the planned trials;
- delays by us or our collaborators in reaching a consensus with regulatory agencies on trial design;
- changes in trial design;
- inability to identify, recruit and train suitable clinical investigators;
- inability to add new clinical trial sites;
- delays in reaching agreement on acceptable terms for the performance of the trials with contract research organizations (“CROs”), and clinical trial sites;
- delays in obtaining required Institutional Review Board (“IRB”), approval at each clinical trial site;
- delays in recruiting suitable clinical sites and patients (i.e., subjects) to participate in clinical trials and delays in accruing medical events necessary to complete any events-driven trial;
- imposition of a clinical hold by regulatory agencies for any reason, including negative clinical results, safety concerns or as a result of an inspection of manufacturing or clinical operations or trial sites;
- failure by CROs, other third parties or us or our collaborators to adhere to clinical trial requirements;
- failure to perform in accordance with the FDA’s current Good Clinical Practices (“cGCP”), or applicable regulatory guidelines in other countries;
- delays in testing, validation, manufacturing and delivery of a product candidate to clinical trial sites;
- delays caused by patients not completing participation in a trial or not returning for post-treatment follow-up;
- delays caused by clinical trial sites not completing a trial;
- failure to demonstrate adequate efficacy;
- occurrence of serious adverse events in clinical trials that are associated with a product candidates and that are viewed to outweigh its potential benefits;
- changes in regulatory requirements and guidance that require amending or submitting new clinical protocols; or
- disagreements between us and the FDA or other regulatory agencies regarding a clinical trial design, protocol amendments, or interpreting the data from our clinical trials.

In addition, our ongoing clinical trials may be affected by delays in monitoring and data collection as a result of the COVID-19 pandemic, including due to prioritization of hospital resources, travel restrictions, and the inability to access sites for patient monitoring. In addition, some patients may be unable to comply with clinical trial protocols if quarantines or stay at home orders impede patient movement or interrupt health services.

Delays, including delays caused by the above factors, can be costly and could negatively affect our or our collaborators’ ability to complete clinical trials for our product candidates. If we or our collaborators are not able to successfully complete clinical trials or are not able to do so in a timely and cost-effective manner, we will not be able to obtain regulatory approval and/or will not be able to commercialize our product candidates and our commercial partnering opportunities will be harmed.

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

Identifying and qualifying patients to participate in clinical trials of our product candidates is critical to our success. The timing of our clinical trials depends on the speed at which we can recruit patients to participate in testing our product candidates as well as completion of required follow-up periods. In general, if patients are unwilling to participate in our cell therapy trials because of negative publicity from adverse events in the biotechnology or cell therapy industries or for other reasons, including competitive

clinical trials for similar patient populations, the timeline for recruiting patients, conducting trials and obtaining regulatory approval for our product candidates may be delayed. Additionally, we or our collaborators generally will have to run multi-site and potentially multi-national trials, which can be time consuming, expensive and require close coordination and supervision. If we have difficulty enrolling a sufficient number of patients or otherwise conducting clinical trials as planned, we or our collaborators may need to delay, limit or terminate ongoing or planned clinical trials, any of which would have an adverse effect on our business.

If there are delays in accumulating the required number of trial subjects or, in trials where clinical events are a primary endpoint, if the events needed to assess performance of our clinical candidates do not accrue at the anticipated rate, there may be delays in completing the trial. These delays could result in increased costs, delays in advancing development of our product candidates, including delays in testing the effectiveness, or even termination of the clinical trials altogether.

Patient enrollment and completion of clinical trials are affected by factors including:

- size of the patient population, particularly in orphan diseases;
- severity of the disease under investigation;
- design of the trial protocol;
- eligibility criteria for the particular trial;
- perceived risks and benefits of the product candidate being tested;
- proximity and availability of clinical trial sites for prospective patients;
- availability of competing therapies and clinical trials;
- efforts to facilitate timely enrollment in clinical trials;
- patient referral practices of physicians and level and effectiveness of study site recruitment efforts; and
- ability to monitor patients adequately during and after treatment.

Once enrolled, patients may choose to discontinue their participation at any time during the trial, for any reason. Participants also may be terminated from the study at the initiative of the investigator, for example if they experience serious adverse clinical events or do not follow the study directions. If we are unable to maintain an adequate number of patients in our clinical trials, we may be required to delay or terminate an ongoing clinical trial, which would have an adverse effect on our business.

We may conduct multinational clinical trials, which present additional and unique risks.

We plan to seek initial marketing approval for our product candidates in the United States and in select non-U.S. jurisdictions such as Europe, Japan and Canada. Conducting trials on a multinational basis requires collaboration with foreign medical institutions and healthcare providers. Our ability to successfully initiate, enroll and complete a clinical trial in multiple countries is subject to numerous risks unique to conducting business internationally, including:

- difficulty in establishing or managing relationships with physicians, sites and CROs;
- standards within different jurisdictions for conducting clinical trials and recruiting patients;
- our ability to effectively interface with non-US regulatory authorities;
- our inability to identify or reach acceptable agreements with qualified local consultants, physicians and partners;
- the potential burden of complying with a variety of foreign laws, medical standards and regulatory requirements, including the regulation of pharmaceutical and biotechnology products and treatments, and anti-corruption/anti-bribery laws;
- differing genotypes, average body weights and other patient profiles within and across countries from our donor profile may impact the optimal dosing or may otherwise impact the results of our clinical trials; and
- the COVID-19 pandemic limiting our ability to commence and conduct studies, including recruiting patients.

The complexity of conducting multinational clinical trials could negatively affect our or our collaborators' ability to complete trials as intended which could have an adverse effect on our business.

Serious adverse events or other safety risks could require us to abandon development and preclude, delay or limit approval of our product candidates, or limit the scope of any approved indication or market acceptance.

Participants in clinical trials of our investigational cell therapy products may experience adverse reactions or other undesirable side effects. While some of these can be anticipated, others may be unexpected. We cannot predict the frequency, duration, or severity of adverse reactions or undesirable side effects that may occur during clinical investigation of our product candidates. If any of our product candidates, prior to or after any approval for commercial sale, cause serious adverse events or are associated with other safety risks, a number of potentially significant negative consequences could result, including:

- regulatory authorities may suspend (e.g., through a clinical hold) or terminate clinical trials;
- regulatory authorities may deny regulatory approval of our product candidates;
- regulators may restrict the indications or patient populations for which a product candidate is approved;
- regulatory authorities may require certain labeling statements, such as warnings or contraindications or limitations on the indications for use, and/or impose restrictions on distribution in the form of a risk evaluation and mitigation strategy (“REMS”), in connection with approval, if any;
- regulatory authorities may withdraw their approval, require more onerous labeling statements or impose a more restrictive REMS than any product that is approved;
- we may be required to change the way the product is administered or conduct additional clinical trials;
- patient recruitment into our clinical trials may suffer;
- our relationships with our collaborators may suffer;
- we could be required to provide compensation to subjects for their injuries, e.g., if we are sued and found to be liable or if required by the laws of the relevant jurisdiction or by the policies of the clinical site; or
- our reputation may suffer.

There can be no assurance that adverse events associated with our product candidates will not be observed, in such settings where no prior adverse events have occurred. As is typical in clinical development, we have a program of ongoing toxicology studies in animals for our clinical-stage product candidates and cannot provide assurance that the findings from such studies or any ongoing or future clinical trials will not adversely affect our clinical development activities.

We may voluntarily suspend or terminate our clinical trials if at any time we believe that they present an unacceptable risk to participants or if preliminary data demonstrate that our product candidates are unlikely to receive regulatory approval or unlikely to be successfully commercialized. In addition, regulatory agencies, IRBs or data safety monitoring boards may at any time recommend the temporary or permanent discontinuation of our clinical trials or request that we cease using investigators in the clinical trials if they believe that the clinical trials are not being conducted in accordance with applicable regulatory requirements, or that they present an unacceptable safety risk to participants. If we elect or are forced to suspend or terminate a clinical trial for any of our product candidates, the commercial prospects for that product as well as our other product candidates may be harmed and our ability to generate product revenue from these product candidates may be delayed or eliminated. Furthermore, any of these events could prevent us or our collaborators from achieving or maintaining market acceptance of the affected product and could substantially increase the costs of commercializing our product candidates and impair our ability to generate revenue from the commercialization of these product candidates either by us or by our collaborators.

Several of our product candidates are being evaluated for the treatment of patients who are extremely ill, and patient deaths that occur in our clinical trials could negatively impact our business even if they are not shown to be related to our product candidates.

We are developing MPC-150-IM, which will focus on Class II-IV CHF, and remestemcel-L, which will focus on SR-aGVHD. We have also been developing remestemcel-L in COVID-19 infected patients with moderate to severe acute respiratory distress syndrome (“ARDS”) on ventilator support. The patients who receive our product candidates are very ill due to their underlying diseases.

Generally, patients remain at high risk following their treatment with our product candidates and may more easily acquire infections or other common complications during the treatment period, which can be serious and life threatening. As a result, it is likely that we will observe severe adverse outcomes in patients during our Phase 3 and other trials for these product candidates, including patient death. If a significant number of study subject deaths were to occur, regardless of whether such deaths are attributable to our product candidates, our ability to obtain regulatory approval for the applicable product candidate may be adversely impacted and our business could be materially harmed. Should studies of a candidate product result in regulatory approval, any

association with a significant number of study subject deaths could limit the commercial potential of an approved product candidate, or negatively impact the medical community's willingness to use our product with patients.

The requirements to obtain regulatory approval of the FDA and regulators in other jurisdictions can be costly, time-consuming, and unpredictable. If we or our collaborators are unable to obtain timely regulatory approval for our product candidates, our business may be substantially harmed.

The regulatory approval process is expensive and the time and resources required to obtain approval from the FDA or other regulatory authorities in other jurisdictions to sell any product candidate is uncertain and approval may take years. Whether regulatory approval will be granted is unpredictable and depends upon numerous factors, including the discretion of the regulatory authorities. For example, governing legislation, approval policies, regulations, regulatory policies, or the type and amount of preclinical and clinical data necessary to gain approval may change during the course of a product candidate's clinical development and may vary among jurisdictions. It is possible that none of our existing or future product candidates will ever obtain regulatory approval, even if we expend substantial time and resources seeking such approval.

Further, regulatory requirements governing cell therapy products in particular have changed and may continue to change in the future. For example, in December 2016, the 21st Century Cures Act ("Cures Act") was signed into law in the United States. This law is designed to advance medical innovation, and includes a number of provisions that may impact our product development programs. For example, the Cures Act establishes a new "regenerative medicine advanced therapy" designation ("RMAT"), and creates a pathway for increased interaction with FDA for the development of products which obtain designations. Although the FDA has issued guidance documents in 2018, it remains unclear how and when the FDA will fully implement all deliverables under the Cures Act.

Any regulatory review committees and advisory groups and any contemplated new guidelines may lengthen the regulatory review process, require us to perform additional studies, increase our development costs, lead to changes in regulatory positions and interpretations, delay or prevent approval and commercialization of our product candidates or lead to significant post-approval limitations or restrictions. As we advance our product candidates, we will be required to consult with these regulatory and advisory groups, and comply with applicable guidelines. If we fail to do so, we may be required to delay or discontinue development of our product candidates. Delay or failure to obtain, or unexpected costs in obtaining, the regulatory approval necessary to bring a product candidate to market could decrease our ability to generate sufficient revenue to maintain our business.

The FDA and other regulatory bodies globally have issued numerous guidances regarding the impact of the COVID-19 pandemic on their operations. For example, FDA inspectors are unable to travel or are limited in their ability to travel during the pandemic due to border closures and various stay at home orders. After falling significantly behind in scheduled site inspections FDA has issued guidance for alternative remote inspections or "Remote Interactive Evaluations". In addition, requested meetings with FDA are delayed by a minimum of 3 months while the public health crisis is in effect, due to the increased workload burden on agency staff. These and other guidances applied during the pandemic have the potential to delay the development process for all of Mesoblast candidates.

Our product candidates could fail to receive regulatory approval for many reasons, including the following:

- we may be unable to successfully complete our ongoing and future clinical trials of product candidates;
- we may be unable to demonstrate to the satisfaction of the FDA or other regulatory authorities that a product candidate is safe, pure, and potent for any or all of a product candidate's proposed indications;
- we may be unable to demonstrate that a product candidate's benefits outweigh the risk associated with the product candidate;
- the FDA or other regulatory authorities may disagree with the design or implementation of our clinical trials;
- the results of clinical trials may not meet the level of statistical significance required by the FDA or other regulatory authorities for approval;
- the FDA or other regulatory authorities may disagree with our interpretation of data from preclinical studies or clinical trials;
- a decision by the FDA, other regulatory authorities or us to suspend or terminate a clinical trial at any time;
- the data collected from clinical trials of our product candidates may be inconclusive or may not be sufficient to support the submission of a Biologics License Application ("BLA"), or other submission or to obtain regulatory approval in the United States or elsewhere;
- our third party manufacturers of supplies needed for manufacturing product candidates may fail to satisfy FDA or other regulatory requirements and may not pass inspections that may be required by FDA or other regulatory authorities;

- the failure to comply with applicable regulatory requirements following approval of any of our product candidates may result in the refusal by the FDA or similar foreign regulatory agency to approve a pending BLA or supplement to a BLA submitted by us for other indications or new product candidates; and
- the approval policies or regulations of the FDA or other regulatory authorities outside of the United States may significantly change in a manner rendering our clinical data insufficient for approval.

We or our collaborators may gain regulatory approval for any of our product candidates in some but not all of the territories available and any future approvals may be for some but not all of the target indications, limiting their commercial potential. Regulatory requirements and timing of product approvals vary from country to country and some jurisdictions may require additional testing beyond what is required to obtain FDA approval. Approval by the FDA does not ensure approval by regulatory authorities in other countries or jurisdictions, and approval by one foreign regulatory authority does not ensure approval by regulatory authorities in other countries or by the FDA. The foreign regulatory approval process may include all of the risks associated with obtaining FDA approval.

Our drug candidates may not benefit from an expedited approval path for cellular medicines designated as Regenerative Medicine Advanced Therapies (RMATs) under the 21st Century Cures Act.

On December 21, 2017, the FDA granted RMAT designation for our novel MPC therapy in the treatment of heart failure patients with left ventricular systolic dysfunction and left ventricular assist devices. While the Cures Act offers several potential benefits to drugs designated as RMATs, including eligibility for increased agency support and advice during development, priority review on filing, a potential pathway for accelerated or full approval based on surrogate or intermediate endpoints, and the potential to use patient registry data and other sources of real world evidence for post approval confirmatory studies, there is no assurance that any of these potential benefits will either apply to any or all of our drug candidates or, if applicable, accelerate marketing approval. RMAT designation does not change the evidentiary standards of safety and effectiveness needed for marketing approval.

Furthermore, there is no certainty as to whether any of our product candidates that have not yet received RMAT designation under the Cures Act will receive such designation under the Cures Act. Designation as an RMAT is within the discretion of the FDA. Accordingly, even if we believe one of our products or product candidates meets the criteria for RMAT designation, the FDA may disagree. Additionally, for any product candidate that receives RMAT designation, we may not experience a faster development, review or approval process compared to conventional FDA procedures. The FDA may withdraw RMAT designation if it believes that the product no longer meets the qualifying criteria for designation.

Even if we obtain regulatory approval for our product candidates, our products will be subject to ongoing regulatory scrutiny.

Any of our product candidates that are approved in the United States or in other jurisdictions will continue to be subject to ongoing regulatory requirements relating to the quality, identity, strength, purity, safety, efficacy, testing, manufacturing, marketing, advertising, promotion, distribution, sale, storage, packaging, pricing, import or export, record-keeping and submission of safety and other post-market information for all approved product candidates. In the United States, this includes both federal and state requirements. In particular, as a condition of approval of a BLA, the FDA may require a REMS, to ensure that the benefits of the drug outweigh the potential risks. REMS can include medication guides, communication plans for healthcare professionals and elements to assure safe use (“ETASU”). ETASU can include, but are not limited to, special training or certification for prescribing or dispensing, dispensing only under certain circumstances, special monitoring, and the use of patient registries. Moreover, regulatory approval may require substantial post-approval (Phase 4) testing and surveillance to monitor the drug’s safety or efficacy. Delays in the REMS approval process could result in delays in the BLA approval process. In addition, as part of the REMS, the FDA could require significant restrictions, such as restrictions on the prescription, distribution and patient use of the product, which could significantly impact our ability to effectively commercialize our product candidates, and dramatically reduce their market potential thereby adversely impacting our business, results of operations and financial condition. Post-approval study requirements could add additional burdens, and failure to timely complete such studies, or adverse findings from those studies, could adversely affect our ability to continue marketing the product.

Any failure to comply with ongoing regulatory requirements, as well as post-approval discovery of previously unknown problems, including adverse events of unanticipated severity or frequency, or with manufacturing operations or processes, may significantly and adversely affect our ability to generate revenue from our product candidates, and may result in, among other things:

- restrictions on the marketing or manufacturing of the product candidates, withdrawal of the product candidates from the market, or voluntary or mandatory product recalls;
- suspension or withdrawal of regulatory approval;
- costly regulatory inspections;

- fines, warning letters, or holds on clinical trials;
- refusal by the FDA to approve pending applications or supplements to approved applications filed by us or our collaborators, or suspension or revocation of BLAs;
- restrictions on our operations;
- product seizure or detention, or refusal to permit the import or export of products; or
- injunctions or the imposition of civil or criminal penalties by FDA or other regulatory bodies.

If regulatory sanctions are applied or if regulatory approval is withdrawn, the value of our business and our operating results will be adversely affected.

The FDA's policies, or that of the applicable regulatory bodies in other jurisdictions, may change, and additional government regulations may be enacted that could prevent, limit or delay regulatory approval of our product candidates. We cannot predict the likelihood, nature or extent of government regulation that may arise from future legislation or administrative action, either in the United States or abroad. If we or our collaborators are not able to maintain regulatory compliance, are slow or unable to adopt new requirements or policies, or effect changes to existing requirements, we or our collaborators may no longer be able to lawfully market our product, and we may not achieve or sustain profitability, which would adversely affect our business.

Ethical and other concerns surrounding the use of embryonic stem cell-based therapy may negatively affect regulatory approval or public perception of our non-embryonic stem cell product candidates, which could reduce demand for our products or depress our share price.

The use of embryonic stem cells ("ESCs"), for research and therapy has been the subject of considerable public debate, with many people voicing ethical, legal and social concerns related to their collection and use. Our cells are not ESCs, which have been the predominant focus of this public debate and concern in the United States and elsewhere. However, the distinction between ESCs and non-ESCs, such as our mesenchymal lineage cells, may be misunderstood by the public. Negative public attitudes toward cell therapy and publicity and harm from cell therapy usage clinically by others could also result in greater governmental regulation of cell therapies, which could harm our business. The improper use of cells could give rise to ethical and social commentary adverse to us, which could harm the market demand for new products and depress the price of our ordinary shares and ADSs. Ongoing lack of understanding of the difference between ESCs and non-ESCs could negatively impact the public's perception of our company and product candidates and could negatively impact us.

Additional government-imposed restrictions on, or concerns regarding possible government regulation of, the use of cell therapies in research, development and commercialization could also cause an adverse effect on us by harming our ability to establish important partnerships or collaborations, delaying or preventing the development of certain product candidates, and causing a decrease in the price of our ordinary shares and ADSs, or by otherwise making it more difficult for us to raise additional capital. For example, concerns regarding such possible regulation could impact our ability to attract collaborators and investors. Also, existing and potential government regulation of cell therapies may lead researchers to leave the field of cell therapy research altogether in order to assure that their careers will not be impeded by restrictions on their work. This may make it difficult for us to find and retain qualified scientific personnel.

Orphan drug designation may not ensure that we will benefit from market exclusivity in a particular market, and if we fail to obtain or maintain orphan drug designation or other regulatory exclusivity for some of our product candidates, our competitive position would be harmed.

A product candidate that receives orphan drug designation can benefit from potential commercial benefits following approval. Under the Orphan Drug Act, the FDA may designate a product candidate as an orphan drug if it is intended to treat a rare disease or condition, defined as affecting (1) a patient population of fewer than 200,000 in the United States, (2) a patient population greater than 200,000 in the United States where there is no reasonable expectation that the cost of developing the drug will be recovered from sales in the United States, or (3) an "orphan subset" of a patient population greater than 200,000 in the United States. In the European Union ("EU"), the EMA's Committee for Orphan Medicinal Products grants orphan drug designation to promote the development of products that are intended for the diagnosis, prevention or treatment of a life-threatening or chronically debilitating condition affecting not more than 10,000 persons in the EU. Currently, this designation provides market exclusivity in the U.S. and the EU for seven years and ten years, respectively, if a product is the first such product approved for such orphan indication. This market exclusivity does not, however, pertain to indications other than those for which the drug was specifically designated in the approval, nor does it prevent other types of drugs from receiving orphan designations or approvals in these same indications. Further, even after an orphan drug is approved, the FDA can subsequently approve a drug with similar chemical structure for the same condition if the FDA concludes that the new drug is clinically superior to the orphan product or a market shortage occurs. In the EU, orphan exclusivity may be reduced to six years if the drug no longer satisfies the original designation criteria or can be lost altogether if the marketing

authorization holder consents to a second orphan drug application or cannot supply enough drug, or when a second applicant demonstrates its drug is “clinically superior” to the original orphan drug.

Our remestemcel-L product candidate has received orphan drug designation for the treatment of aGVHD by the FDA and EMA, and our CHF product candidate, rexlemestrocel-L has received orphan drug designation from the FDA for prevention of post-implantation mucosal bleeding in end-stage CHF patients who require a left ventricular assist device (“LVAD”). If we seek orphan drug designations for other product candidates in other indications, we may fail to receive such orphan drug designations and, even if we succeed, such orphan drug designations may fail to result in or maintain orphan drug exclusivity upon approval, which would harm our competitive position.

We may face competition from biosimilars due to changes in the regulatory environment.

In the United States, the Biologics Price Competition and Innovation Act of 2009 created an abbreviated approval pathway for biological products that are demonstrated to be “highly similar”, or biosimilar, to or “interchangeable” with an FDA-approved innovator (original) biological product. This pathway could allow competitors to reference data from innovator biological products already approved after 12 years from the time of approval. For several years the annual budget requests of President Obama’s administration included proposals to cut this 12-year period of exclusivity down to seven years. Those proposals were not adopted by Congress. Under President Biden’s administration, it is unclear if a similar change will be pursued in the future. In Europe, the European Commission has granted marketing authorizations for several biosimilars pursuant to a set of general and product class-specific guidelines for biosimilar approvals issued over the past few years. In Europe, a competitor may reference data from biological products already approved, but will not be able to get on the market until ten years after the time of approval. This 10-year period will be extended to 11 years if, during the first eight of those 10 years, the marketing authorization holder obtains an approval for one or more new therapeutic indications that bring significant clinical benefits compared with existing therapies. In addition, companies may be developing biosimilars in other countries that could compete with our products. If competitors are able to obtain marketing approval for biosimilars referencing our products, our products may become subject to competition from such biosimilars causing the price for our products and our potential market share to suffer, resulting in lower product sales.

Our completed BLA submission for pediatric SR-aGVHD may not be approved and even if it is approved, we will continue to be closely regulated by FDA.

As a biological product, our allogeneic cellular medicine, remestemcel-L, for the treatment of pediatrics with SR-aGVHD, requires regulatory approval from the FDA before it may legally be distributed in U.S. commerce. In particular, remestemcel-L will require FDA approval of a BLA under Section 351 of the Public Health Service Act to be commercialized.

We have received Fast Track designation from the FDA for remestemcel-L in pediatrics with SR-aGVHD. Fast Track designation may provide for a more streamlined development or approval process but it does not change the standards for approval and may be rescinded by the FDA if the product no longer meets the qualifying criteria. A biologic product that receives Fast Track designation can be eligible for regulatory benefits, including rolling BLA review. Rolling review of a BLA enables individual modules of the application to be submitted to and reviewed by the FDA on an ongoing basis, rather than waiting for all sections of a BLA to be completed before submission.

Remestemcel-L had been accepted for Priority Review by the FDA with an action date of September 30, 2020, under the Prescription Drug User Fee Act (“PDUFA”). In August 2020, the Oncologic Drugs Advisory Committee (“ODAC”) of the FDA voted in favor that available data from a single-arm Phase 3 trial and evidence from additional studies support the efficacy of remestemcel-L in pediatric patients with SR-aGVHD. Although the FDA considers the recommendation of the panel, the final decision regarding the approval of the product is made solely by the FDA, and the recommendations by the panel are non-binding. On September 30, 2020, the FDA issued a Complete Response Letter to our BLA for remestemcel-L for the treatment of pediatric SR-aGVHD. Despite the overwhelming ODAC vote, the FDA recommended that we conduct at least one additional randomized, controlled study in adults and/or children to provide further evidence of the effectiveness of remestemcel-L for SR-aGVHD.

We have initiated and continue to have discussion with the FDA through a well-established FDA process aimed towards supporting a resubmission of the current BLA with a six-month review period.

The FDA reviews a BLA to determine, among other things, whether a product is safe, pure and potent and the facility in which it is manufactured, processed, packed, or held meets standards designed to assure the product’s continued safety, purity and potency. During the course of review of our BLA, the FDA may request or require additional preclinical, clinical, chemistry and manufacturing, controls (or CMC), or other data and information. The development and provision of these data and information may be time consuming and expensive. Our failure to comply, or the failure of our contract manufacturers to satisfy, applicable FDA CMC requirements could result in a delay or failure to obtain approval of our BLA. If the FDA determines that the application,

manufacturing process or manufacturing facilities are not acceptable, it will outline the deficiencies in our submission and may request additional testing or information. The testing and approval process requires substantial time, effort and financial resources, and may take several years to complete. In addition, the FDA or other regulatory agencies may find the data from our clinical studies insufficient to support marketing approval. For example, our Phase 3 study for remestemcel-L for the treatment of pediatric SR-aGVHD, which met the primary clinical endpoint with statistical significance, was conducted as a single-arm study due to the seriousness of the condition, the rapid clinical deterioration of affected patients, the mounting literature suggesting a meaningful treatment effect, and the position in the medical community that a randomized controlled trial was neither feasible nor ethical in this patient population. While we have provided the FDA with comparator outcomes from control subjects, it is possible that the FDA may not find the data sufficient for approval. In addition, new government requirements, including those resulting from new legislation, may be established, or the FDA's policies may change, which could delay or prevent regulatory approval of our products under development.

It is possible that we will have to participate in other Advisory Committee proceedings for other of our product candidates. FDA Advisory Committees are convened to conduct public hearings on matters of importance that come before the FDA, to review the issues involved, and to provide advice and recommendations to the FDA. New product candidates may be referred for review by Advisory Committees whether the FDA has identified issues or concerns in respect of such candidates or not. Advisory Committee input and recommendations may be used at the discretion of the FDA. Advisory Committee proceedings are in part conducted publicly. While the recommendations made by Advisory Committees in respect of marketing applications for any product are not dispositive, such determinations and recommendations are often influential, and may be made available publicly and to the advantage of our competitors. In addition, it is possible that safety findings and recommendations as well as other concerns and considerations raised by Advisory Committee members, who constitute a multi-disciplinary group of experts (including representatives and/or advocates from the consumer sector), may impact the FDA's review of our product candidate submissions or labeling unfavorably. Furthermore, commentary from Advisory Committee proceedings can figure into future product and other litigation.

Even if we receive regulatory approval for our remestemcel-L product, such approval may entail limitations on the indicated uses for which such product may be marketed and/or require post-marketing testing and surveillance to monitor safety or efficacy of our product. The FDA may limit further marketing of our product based on the results of post-marketing studies, if compliance with pre- and post-marketing regulatory standards is not maintained, or if problems occur after our product reaches the marketplace such as later discovery of previously unknown problems or concerns with our product, including adverse events of unanticipated severity or frequency, or with our manufacturing processes.

The COVID-19 pandemic could adversely impact the BLA review process for remestemcel-L.

The FDA has accepted for Priority Review our BLA for remestemcel-L for the treatment of pediatric SR-aGVHD. The FDA reviews a BLA to determine, among other things, whether a product is safe, pure and potent and the facility in which it is manufactured, processed, packed, or held meets standards designed to assure the product's continued safety, purity and potency.

Our contract manufacturing partner, Lonza, manufactures remestemcel-L at its facility in Singapore. Singapore is experiencing a number of COVID-19 cases in its population and has increased the DORSCON level to orange. If new cases continue to be identified, it could negatively impact business continuity at this facility as staff numbers may be affected by quarantine requirements.

If the business continuity at Lonza's Singaporean facility is negatively affected, the FDA could be unable to assess the compliance of such facility with the standards required to assure remestemcel-L's continued safety, purity and potency. In this case, the BLA review process for remestemcel-L could be negatively affected.

The ability of FDA inspectors to visit the site to conduct GMP inspections has been impacted by regional travel restrictions, and other COVID-19 measures. The FDA may in general have slower response times in assessing our BLA filing. Such an impact may delay the approval of the BLA. FDA has issued guidance for remote inspections – called Remote Interactive Evaluations. It is not clear that such an evaluation during the pandemic will be offered by FDA or considered adequate for a pre-approval inspection of the manufacturing site and process.

Risks Related to Collaborators

We rely on third parties to conduct our nonclinical and clinical studies and perform other tasks for us. If these third parties do not successfully carry out their contractual duties, meet expected deadlines, or comply with regulatory requirements, we may not be able to obtain regulatory approval for or commercialize our product candidates in a timely and cost-effective manner or at all, and our business could be substantially harmed.

We have relied upon and plan to continue to rely upon third-party entities, including CROs, academic institutions, hospitals and other third-party collaborators, to monitor, support, conduct and/or oversee preclinical and clinical studies of our current and future product candidates. We rely on these parties for execution of our nonclinical and clinical studies, and control only certain aspects of

their activities. Nevertheless, we are responsible for ensuring that each of our studies is conducted in accordance with the applicable protocol, legal, regulatory, and scientific standards and our reliance on the CROs does not relieve us of our regulatory responsibilities. If we or any of these third-parties fail to comply with the applicable protocol, legal, regulatory, and scientific standards, the clinical data generated in our clinical studies may be deemed unreliable and the FDA, EMA or comparable foreign regulatory authorities may require us to perform additional clinical studies before approving our marketing applications.

If any of our relationships with these third parties terminate, we may not be able to enter into arrangements with alternative parties or do so on commercially reasonable terms. In addition, these parties are not our employees, and except for remedies available to us under our agreements with such third parties, we cannot control whether or not they devote sufficient time and resources to our on-going nonclinical and clinical programs. If third parties do not successfully carry out their contractual duties or obligations or meet expected deadlines, if they need to be replaced or if the quality or accuracy of the data they obtain is compromised due to the failure to adhere to our protocols, regulatory requirements, or for other reasons, our clinical studies may be extended, delayed, or terminated and we may not be able to obtain regulatory approval for or successfully commercialize our product candidates. Third parties may also generate higher costs than anticipated. As a result, our results of operations and the commercial prospects for our product candidates would be harmed, our costs could increase, and our ability to generate revenue could be delayed.

Switching or adding additional third parties involves additional cost and requires management time and focus. In addition, there is a natural transition period when a new third party commences work. As a result, delays occur, which can materially impact our ability to meet our desired clinical development timelines. Though we carefully manage our relationships with these third parties, there can be no assurance that we will not encounter similar challenges or delays in the future or that these delays or challenges will not have a material adverse impact on our business, financial condition, and prospects.

Our existing product development and/or commercialization arrangements, and any that we may enter into in the future, may not be successful, which could adversely affect our ability to develop and commercialize our product candidates.

We are a party to, and continue to seek additional, collaboration arrangements with biopharmaceutical companies for the development and/or commercialization of our current and future product candidates. We may enter into new arrangements on a selective basis depending on the merits of retaining certain development and commercialization rights for ourselves as compared to entering into selective collaboration arrangements with leading pharmaceutical or biotechnology companies for each product candidate, both in the United States and internationally. To the extent that we decide to enter into collaboration agreements, we will face significant competition in seeking appropriate collaborators. Any failure to meet our clinical milestones with respect to an unpartnered product candidate would make finding a collaborator more difficult. Moreover, collaboration arrangements are complex, costly and time consuming to negotiate, document and implement, and we cannot guarantee that we can successfully maintain such relationships or that the terms of such arrangements will be favorable to us. If we fail to establish and implement collaboration or other alternative arrangements, the value of our business and operating results will be adversely affected.

We may not be successful in our efforts to establish, implement and maintain collaborations or other alternative arrangements if we choose to enter into such arrangements. The terms of any collaboration or other arrangements that we may establish may not be favorable to us. The management of collaborations may take significant time and resources that distract our management from other matters.

Our ability to successfully collaborate with any existing or future collaborators may be impaired by multiple factors including:

- a collaborator may shift its priorities and resources away from our programs due to a change in business strategies, or a merger, acquisition, sale or downsizing of its company or business unit;
- a collaborator may cease development in therapeutic areas which are the subject of our strategic alliances;
- a collaborator may change the success criteria for a particular program or product candidate thereby delaying or ceasing development of such program or candidate;
- a significant delay in initiation of certain development activities by a collaborator will also delay payments tied to such activities, thereby impacting our ability to fund our own activities;
- a collaborator could develop a product that competes, either directly or indirectly, with our current or future products, if any;
- a collaborator with commercialization obligations may not commit sufficient financial or human resources to the marketing, distribution or sale of a product;
- a collaborator with manufacturing responsibilities may encounter regulatory, resource or quality issues and be unable to meet demand requirements;
- a collaborator may exercise its rights under the agreement to terminate our collaboration;

- a dispute may arise between us and a collaborator concerning the research or development of a product candidate or commercialization of a product resulting in a delay in milestones, royalty payments or termination of a program and possibly resulting in costly litigation or arbitration which may divert management attention and resources;
- the results of our clinical trials may not match our collaborators' expectations, even if statistically significant;
- a collaborator may not adequately protect or enforce the intellectual property rights associated with a product or product candidate; and
- a collaborator may use our proprietary information or intellectual property in such a way as to invite litigation from a third party.

Any such activities by our current or future collaborators could adversely affect us financially and could harm our business reputation.

Risks Related to Our Manufacturing and Supply Chain

We have no experience manufacturing our product candidates at a commercial scale. We may not be able to manufacture our product candidates in quantities sufficient for development and commercialization if our product candidates are approved, or for any future commercial demand for our product candidates.

We have manufactured clinical and commercial quantities of our mesenchymal lineage cell product candidates in manufacturing facilities owned by Lonza Walkersville, Inc. and Lonza Bioscience Singapore Pte. Ltd. (collectively referred to as "Lonza"). We have commenced manufacture of commercial batches in preparation for a successful BLA review, and subsequent launch. We anticipate a prior approval inspection of the facilities and our testing laboratories by the FDA. In the event that the inspections result in observations that need to be corrected, it may delay the approval and launch of this product.

In addition, the production of any biopharmaceutical, particularly cell-based therapies, involves complex processes and protocols. We cannot provide assurance that such production efforts will enable us to manufacture our product candidates in the quantities and with the quality needed for clinical trials and/or any resulting commercialization.

If we are unable to do so, our clinical trials and commercialization efforts, if any, may not proceed in a timely fashion and our business will be adversely affected. If any of our product candidates are approved for commercialization and marketing, we may be required to manufacture the product in large quantities to meet demand. Producing product in commercial quantities requires developing and adhering to complex manufacturing processes that are different from the manufacture of a product in smaller quantities for clinical trials, including adherence to additional and more demanding regulatory standards. Although we believe that we have developed processes and protocols that will enable us to consistently manufacture commercial-scale quantities of product, we cannot provide assurance that such processes and protocols will enable us to manufacture our product candidates in quantities that may be required for commercialization of the product with yields and at costs that will be commercially attractive. If we are unable to establish or maintain commercial manufacture of the product or are unable to do so at costs that we currently anticipate, our business will be adversely affected.

We are focusing on the introduction of novel manufacturing approaches with the potential to result in efficiency and yield improvements to our current process. Certain of these novel approaches include modifying the media used in cell production. Another approach includes the development of 3-dimensional ("3D") bioreactor-based production for mesenchymal lineage cells. There is no guarantee that we will successfully complete either of these processes or meet all applicable regulatory requirements. This may be due to multiple factors, including the failure to produce sufficient quantities and the inability to produce cells that are equivalent in physical and therapeutic properties as compared to the products produced using our current manufacturing processes. In the event our transition to these improved manufacturing processes is unsuccessful, we may not be able to produce certain of our products in a cost-efficient manner and our business may be adversely affected.

The COVID-19 pandemic may adversely impact the manufacturing and commercialization of remestemcel-L, and other product candidates.

On October 17, 2019, we announced that we had entered into a manufacturing service agreement with Lonza Bioscience Singapore Pte. Ltd. for the supply of commercial product for the potential approval and launch of remestemcel-L. We currently also manufacture our other product candidates with Lonza Singapore.

Due to the COVID-19 pandemic, countries in which Mesoblast has operations, including Singapore - where our contract manufacturer is located, have implemented some level of quarantine "stay at home" orders, and other restrictions in order to contain spread of the virus. Continued restrictions on the movement of people and products may adversely affect our and our contract manufacturer's ability to operate efficiently. In addition, the COVID-19 pandemic could also adversely affect our or our contract manufacturer's ability to acquire raw materials or components required in our manufacturing process, including bone marrow. As a result, the manufacturing and the commercialization of remestemcel-L and other product candidates could be adversely affected.

We have also seen substantial delays to lead times for many raw materials, which is being driven by the pandemic. Such extension of lead times has the potential to delay the ability to manufacture product in a timely manner and could impact our ability to meet market demand once approved.

We rely on contract manufacturers to supply and manufacture our product candidates. Our business could be harmed if Lonza fails to provide us with sufficient quantities of these product candidates or fails to do so at acceptable quality levels or prices.

We do not currently have, nor do we plan to acquire, the infrastructure or capability internally to manufacture our mesenchymal lineage cell product candidates for use in the conduct of our clinical trials, and we currently lack the internal resources and the capability to manufacture any of our product candidates on a clinical or commercial scale. As a result, we currently depend on Lonza to manufacture our mesenchymal lineage cell product candidates. Relying on Lonza to manufacture our mesenchymal lineage cell product candidates entails risks, and Lonza may:

- cease or reduce production or deliveries, raise prices or renegotiate terms;
- be unable to meet any product specifications and quality requirements consistently;
- delay or be unable to procure or expand sufficient manufacturing capacity, which may harm our reputation or frustrate our customers;
- not have the capacity sufficient to support the scale-up of manufacturing for our product candidates;
- have manufacturing and product quality issues related to scale-up of manufacturing;
- experience costs and validation of new equipment facilities requirement for scale-up that it will pass on to us;
- fail to comply with cGMP and similar international standards;
- lose its manufacturing facility in Singapore, stored inventory or laboratory facilities through fire or other causes, or other loss of materials necessary to manufacture our product candidates;
- experience disruptions to its operations by conditions unrelated to our business or operations, including the bankruptcy or interruptions of its suppliers;
- experience carrier disruptions or increased costs that it will pass on to us;
- fail to secure adequate supplies of essential ingredients in our manufacturing process;
- experience failure of third parties involved in the transportation, storage or distribution of our products, including the failure to deliver supplies it uses for the manufacture of our product candidates under specified storage conditions and in a timely manner;
- terminate agreements with us; and
- appropriate or misuse our trade secrets and other proprietary information.

Any of these events could lead to delays in the development of our product candidates, including delays in our clinical trials, or failure to obtain regulatory approval for our product candidates, or it could impact our ability to successfully commercialize our current product candidates or any future products. Some of these events could be the basis for FDA or other regulatory action, including injunction, recall, seizure or total or partial suspension of production.

In addition, the lead time needed to establish a relationship with a new manufacturer can be lengthy and expensive, and we may experience delays in meeting demand in the event we must switch to a new manufacturer. We are expanding our manufacturing collaborations in order to meet future demand and to provide back-up manufacturing options, which also involves risk and requires significant time and resources. Our future collaborators may need to expand their facilities or alter the facilities to meet future demand and changes in regulations. These activities may lead to delays, interruptions to supply, or may prove to be more costly than anticipated. Any problems in our manufacturing process could have a material adverse effect on our business, results of operations and financial condition.

We may not be able to manufacture or commercialize our product candidates in a profitable manner.

We intend to implement a business model under which we control the manufacture and supply of our product candidates, including but not exclusively, through our product suppliers, including Lonza. We and the suppliers of our product candidates, including Lonza, have no experience manufacturing our product candidates at commercial scale. Accordingly, there can be no assurance as to whether we and our suppliers will be able to scale-up the manufacturing processes and implement technological improvements in a manner that will allow the manufacture of our product candidates in a cost effective manner. Our or our collaborators' inability to sell our product candidates at a price that exceeds our cost of manufacture by an amount that is profitable for us will have a material adverse result on the results of our operations and our financial condition.

Collaborators' ability to identify, test and verify new donor tissue in order to create new master cell banks involves many risks.

The initial stage of manufacturing involves obtaining mesenchymal lineage cell-containing bone marrow from donors, for which we currently rely on our suppliers. Mesenchymal lineage cells are isolated from each donor's bone marrow and expanded to create a master cell bank. Each individual master cell bank comes from a single donor. A single master cell bank can source many production runs, which in turn can produce up to thousands of doses of a given product, depending on the dose level. The process of identifying new donor tissue, testing and verifying its validity in order to create new master cell banks and validating such cell bank with the FDA and other regulatory agencies is time consuming, costly and prone to the many risks involved with creating living cell products. There could be consistency or quality control issues with any new master cell bank. Although we believe we and our collaborators have the necessary know-how and processes to enable us to create master cell banks with consistent quality and within the timeframe necessary to meet projected demand and we have begun doing so, we cannot be certain that we or our collaborators will be able to successfully do so, and any failure or delays in creating new master cell banks may have a material adverse impact on our business, results of operations, financial conditions and growth prospects and could result in our inability to continue operations.

We and our collaborators depend on a limited number of suppliers for our product candidates' materials, equipment or supplies and components required to manufacture our product candidates. The loss of these suppliers, or their failure to provide quality supplies on a timely basis, could cause delays in our current and future capacity and adversely affect our business.

We and our collaborators depend on a limited number of suppliers for the materials, equipment and components required to manufacture our product candidates, as well as various "devices" or "carriers" for some of our programs (e.g., the catheter for use with MPC-150-IM, and the hyaluronic acid used for disc repair). The main consumable used in our manufacturing process is our media, which currently is sourced from fetal bovine serum ("FBS"). This material comes from limited sources, and as a result is expensive. Consequently, we or our collaborators may not be able to obtain sufficient quantities of our product candidates or other critical materials equipment and components in the future, at affordable prices or at all. A delay or interruption by our suppliers may also harm our business, and operating results. In addition, the lead time needed to establish a relationship with a new supplier can be lengthy, and we or our collaborators may experience delays in meeting demand in the event we must switch to a new supplier. The time and effort to qualify for and, in some cases, obtain regulatory approval for a new supplier could result in additional costs, diversion of resources or reduced manufacturing yields, any of which would negatively impact our operating results. Our and our collaborators' dependence on single-source suppliers exposes us to numerous risks, including the following:

- our or our collaborators' suppliers may cease or reduce production or deliveries, raise prices or renegotiate terms;
- our or our collaborators' suppliers may not be able to source materials, equipment or supplies and components required to manufacture our product candidates as a result of the COVID-19 outbreak;
- we or our collaborators may be unable to locate suitable replacement suppliers on acceptable terms or on a timely basis, or at all; and
- delays caused by supply issues may harm our reputation, frustrate our customers and cause them to turn to our competitors for future needs.

We and our collaborators and Lonza are subject to significant regulation with respect to manufacturing our product candidates. The Lonza manufacturing facilities on which we rely may not continue to meet regulatory requirements or may not be able to meet supply demands.

All entities involved in the preparation of therapeutics for clinical studies or commercial sale, including our existing manufacturers, including Lonza, are subject to extensive regulation. Components of a finished therapeutic product approved for commercial sale or used in late-stage clinical studies must be manufactured in accordance with current international Good Manufacturing Practice and other international regulatory requirements. These regulations govern manufacturing processes and procedures (including record keeping) and the implementation and operation of quality systems to control and assure the quality of investigational products and products approved for sale. Poor control of production processes can lead to the introduction of contaminants or to inadvertent changes in the properties or stability of our product candidates. We, our collaborators, or suppliers must

supply all necessary documentation in support of a BLA on a timely basis and must adhere to current Good Laboratory Practice and current Good Manufacturing Practice regulations enforced by the FDA and other regulatory agencies through their facilities inspection program. Lonza and other suppliers have never produced a commercially approved cellular therapeutic product and therefore have not yet obtained the requisite regulatory authority approvals to do so.

Before we can begin commercial manufacture of our products for sale in the United States, we must obtain FDA regulatory approval for the product, in addition to the approval of the processes and quality systems associated with the manufacturing of such product, which requires a successful FDA inspection of the facility handling the manufacturing of our product, including Lonza's manufacturing facilities. The novel nature of our product candidates creates significant challenges in regards to manufacturing. For example, the U.S. federal and state governments and other jurisdictions impose restrictions on the acquisition and use of tissue, including those incorporated in federal Good Tissue Practice regulations. We may not be able to identify or develop sources for the cells necessary for our product candidates that comply with these laws and regulations.

In addition, the regulatory authorities may, at any time before or after product approval, audit or inspect a manufacturing facility involved with the preparation of our product candidates or raw materials or the associated quality systems for compliance with the regulations applicable to the activities being conducted. Although we oversee each contract manufacturer involved in the production of our product candidates, we cannot control the manufacturing process of, and are dependent on, the contract manufacturer for compliance with the regulatory requirements. If the contract manufacturer is unable to comply with manufacturing regulations, we may be subject to fines, unanticipated compliance expenses, recall or seizure of any approved products, total or partial suspension of production and/or enforcement actions, including injunctions, and criminal or civil prosecution. These possible sanctions would adversely affect our business, results of operations and financial condition. If the manufacturer fails to maintain regulatory compliance, the FDA or other applicable regulatory authority can impose regulatory sanctions including, among other things, refusal to approve a pending application for a new drug product or biologic product, withdrawal of an approval, or suspension of production. As a result, our business, financial condition, and results of operations may be materially harmed.

We will rely on third parties to perform many necessary services for the commercialization of our product candidates, including services related to the distribution, storage and transportation of our products.

We will rely upon third parties for certain storage, distribution and other logistical services. In accordance with certain laws, regulations and specifications, our product candidates must be stored and transported at extremely low temperatures within a certain range. If these environmental conditions deviate, our product candidates' remaining shelf-lives could be impaired or their efficacy and safety could become adversely affected, making them no longer suitable for use. If any of the third parties that we intend to rely upon in our storage, distribution and other logistical services process fail to comply with applicable laws and regulations, fail to meet expected deadlines, or otherwise do not carry out their contractual duties to us, or encounter physical damage or natural disaster at their facilities, our ability to deliver product to meet commercial demand may be significantly impaired. In addition, as our cellular therapies will constitute a new form of product, experience in commercial distribution of such therapies in the United States is extremely limited, and as such is subject to execution risk. While we intend to work closely with our selected distribution logistics providers to define appropriate parameters for their activities to ensure product remains intact throughout the process, there is no assurance that such logistics providers will be able to maintain all requirements and handle and distribute our products in a manner that does not significantly impair them, which may impact our ability to satisfy commercial demand.

Product recalls or inventory losses caused by unforeseen events may adversely affect our operating results and financial condition.

Our product candidates are manufactured, stored and distributed using technically complex processes requiring specialized facilities, highly specific raw materials and other production constraints. The complexity of these processes, as well as strict company and government standards for the manufacture, storage and distribution of our product candidates, subjects us to risks. For example, during the manufacturing process we have from time to time experienced several different types of issues that have led to a rejection of various batches. Historically, the most common reasons for batch rejections include major process deviations during the production of a specific batch and failure of manufactured product to meet one or more specifications. While product candidate batches released for the use in clinical trials or for commercialization undergo sample testing, some latent defects may only be identified following product release. In addition, process deviations or unanticipated effects of approved process changes may result in these product candidates not complying with stability requirements or specifications. The occurrence or suspected occurrence of production and distribution difficulties can lead to lost inventories, and in some cases product recalls, with consequential reputational damage and the risk of product liability. The investigation and remediation of any identified problems can cause production delays, substantial expense, lost sales and delays of new product launches. In the event our production efforts require a recall or result in an inventory loss, our operating results and financial condition may be adversely affected.

Risks Related to Commercialization of Our Product Candidates

Our future commercial success depends upon attaining significant market acceptance of our product candidates, if approved, among physicians, patients and healthcare payors.

Even when product development is successful and regulatory approval has been obtained, our ability to generate significant revenue depends on the acceptance of our products by physicians, payors and patients. Many potential market participants have limited knowledge of, or experience with, cell therapy-based products, so gaining market acceptance and overcoming any safety or efficacy concerns may be more challenging than for more traditional therapies. Our efforts to educate the medical community and third-party payors on the benefits of our product candidates may require significant resources and may never be successful. Such efforts to educate the marketplace may require more or different resources than are required by the conventional therapies marketed by our competitors. We cannot assure you that our products will achieve the expected market acceptance and revenue if and when they obtain the requisite regulatory approvals. Alternatively, even if we obtain regulatory approval, that approval may be for indications or patient populations that are not as broad as intended or desired or may require labeling that includes significant use or distribution restrictions or safety warnings. The market acceptance of each of our product candidates will depend on a number of factors, including:

- the efficacy and safety of the product candidate, as demonstrated in clinical trials;
- the clinical indications for which the product is approved, and the label approved by regulatory authorities for use with the product, including any warnings or contraindications that may be required on the label;
- acceptance by physicians, patients, and with pediatric indications by parents/caregivers of the product as a safe and effective treatment;
- the cost, safety and efficacy of treatment in relation to alternative treatments;
- the continued projected growth of markets for our various indications;
- relative convenience and ease of administration;
- the prevalence and severity of adverse side effects;
- the effectiveness of our, and our collaborators' sales and marketing efforts; and
- sufficient third-party insurance and other payor (e.g., governmental) coverage and reimbursement.

Market acceptance is critical to our ability to generate significant revenue. Any product candidate, if approved and commercialized, may be accepted in only limited capacities or not at all. If any approved products are not accepted by the market to the extent that we expect, we may not be able to generate significant revenue and our business would suffer.

If, in the future, we are unable to establish our own commercial capabilities across sales, marketing and distribution, or enter into licensing or collaboration agreements for these purposes, we may not be successful in independently commercializing any future products.

We have limited sales, marketing or distribution infrastructure and experience. Commercializing our product candidates, if such product candidates obtain regulatory approval, would require significant sales, distribution and marketing capabilities. Where and when appropriate, we may elect to utilize contract sales forces or distribution collaborators to assist in the commercialization of our product candidates. If we enter into arrangements with third parties to perform sales, marketing and distribution/price reporting services for our product candidates, the resulting revenue or the profitability from this revenue to us may be lower than if we had sold, marketed and distributed that product ourselves. In addition, we may not be successful in entering into arrangements with third parties to sell, market and distribute any future products or may be unable to do so on terms that are favorable to us. We may have little control over such third parties, and any of these third parties may fail to devote the necessary resources and attention to sell, market and distribute our current or any future products effectively.

To the extent we are unable to engage third parties to assist us with these functions, we will have to invest significant amounts of financial and management resources, some of which will need to be committed prior to any confirmation that any of our proprietary product candidates will be approved. For any future products for which we decide to perform sales, marketing and distribution functions ourselves, we could face a number of additional risks, including:

- our inability to recruit and retain adequate numbers of effective sales and marketing personnel or to develop alternative sales channels;
- the inability of sales personnel to obtain access to physicians or persuade adequate numbers of physicians to prescribe any future products;

- the inability of account teams to obtain formulary acceptance for our products, allowing for reimbursement and hence patient access;
- the lack of complementary products to be offered by sales personnel, which may put us at a competitive disadvantage relative to companies with multiple products; and
- unforeseen costs and expenses associated with creating and maintaining an independent sales and marketing organization.

We face substantial competition, which may result in others discovering, developing or commercializing products before, or more successfully, than we do.

The biopharmaceutical industry is highly competitive and subject to rapid change. The industry continues to expand and evolve as an increasing number of competitors and potential competitors enter the market. Many of our potential competitors have significantly greater development, financial, manufacturing, marketing, technical and human resources than we do. Large pharmaceutical companies, in particular, have extensive experience in conducting clinical trials, obtaining regulatory approvals, manufacturing pharmaceutical and biologic products and commercializing such therapies. Recent and potential future merger and acquisition activity in the biotechnology and pharmaceutical industries may result in even more resources being concentrated among a smaller number of our competitors. Established pharmaceutical companies may also invest heavily to accelerate discovery and development of novel compounds that could make our product candidates obsolete. As a result of all of these factors, our competitors may succeed in obtaining patent protection and/or FDA approval or discovering, developing and commercializing our product candidates or competitors to our product candidates before we do. Specialized, smaller or early-stage companies may also prove to be significant competitors, particularly those with a focus and expertise in cell therapies. In addition, any new product that competes with an approved product must demonstrate compelling advantages in efficacy, convenience, tolerability and safety in order to overcome price competition and to be commercially successful. If we are not able to compete effectively against potential competitors, our business will not grow and our financial condition and results of operations will suffer.

Our marketed products may be used by physicians for indications that are not approved by the FDA. If the FDA finds that we marketed our products in a manner that promoted off-label use, we may be subject to civil or criminal penalties.

Under the Federal Food, Drug and Cosmetic Act ("FDCA"), and other laws, if any of our product candidates are approved by the FDA, we would be prohibited from promoting our products for off-label uses. This means, for example, that we would not be able to make claims about the use of our marketed products outside of their approved indications, and we would not be able to proactively discuss or provide information on off-label uses of such products, with very specific and limited exceptions. The FDA does not, however, prohibit physicians from prescribing products for off-label uses in the practice of medicine. Should the FDA determine that our activities constituted the promotion of off-label use, the FDA could issue a warning or untitled letter or, through the Department of Justice, bring an action for seizure or injunction, and could seek to impose fines and penalties on us and our executives. In addition, failure to follow FDA rules and guidelines relating to promotion and advertising can result in, among other things, the FDA's refusal to approve a product, the suspension or withdrawal of an approved product from the market, product recalls, fines, disgorgement of money, operating restrictions, injunctions or criminal prosecutions, and also may figure into civil litigation against us.

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

In the United States, there have been and continue to be a number of legislative initiatives to contain healthcare costs. For example, in 2010, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act, or collectively, the Affordable Care Act, was passed. The Affordable Care Act is a sweeping law intended to broaden access to health insurance, reduce or constrain the growth of healthcare spending, enhance remedies against fraud and abuse, add new transparency requirements for healthcare and the health insurance industry, impose new taxes and fees on the healthcare industry and impose additional health policy reforms. There have been a number of judicial and congressional challenges to certain aspects of the Affordable Care Act. We can provide no assurance that the Affordable Care Act, as currently enacted or as amended in the future, will not adversely affect our business and financial results, and we cannot predict how future federal or state legislative or administrative changes relating to healthcare reform will affect our business.

Currently, the outcome of potential reforms and changes to government negotiation/regulation to healthcare costs are unknown. If changes in policy limit reimbursements that we are able to receive through federal programs, it could negatively impact reimbursement levels from those payors and private payors, and our business, revenues or profitability could be adversely affected.

If we or our collaborators fail to obtain and sustain an adequate level of reimbursement for our products by third-party payors, sales and profitability would be adversely affected.

Our and our collaborators' ability to commercialize any products successfully will depend, in part, on the extent to which coverage and reimbursement for our products and related treatments will be available from government healthcare programs, private health insurers, managed care plans, and other organizations. Additionally, even if there is a commercially viable market, if the level of third-party reimbursement is below our expectations, our revenue and profitability could be materially and adversely affected.

Third-party payors, such as government programs, including Medicare or Medicaid in the United States, or private healthcare insurers, carefully review and increasingly question the coverage of, and challenge the prices charged for medical products and services, and many third-party payors limit or delay coverage of or reimbursement for newly approved healthcare products. Reimbursement rates from private health insurance companies vary depending on the company, the insurance plan and other factors, including the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

A current trend in the U.S. healthcare industry as well as in other countries around the world is toward cost containment. Large public and private payors, managed care organizations, group purchasing organizations and similar organizations are exerting increasing influence on decisions regarding the use of, and reimbursement levels for, particular treatments. In particular, third-party payors may limit the covered indications. Cost-control initiatives could decrease the price we might establish for any product, which could result in product revenue and profitability being lower than anticipated.

There may be significant delays in obtaining coverage and reimbursement for newly approved drugs, and coverage may be more limited than the purposes for which the drug is approved by the FDA or other regulatory authorities. Moreover, eligibility for coverage and reimbursement does not imply that a drug will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution expenses. Interim reimbursement levels for new drugs, if applicable, may also be insufficient to cover our and any collaborator's costs and may not be made permanent. Reimbursement rates may vary according to the use of the drug and the clinical setting in which it is used, may be based on reimbursement levels already set for lower cost drugs and may be incorporated into existing payments and treatment codes for other services. Our inability to promptly obtain coverage and profitable payment rates from both government-funded and private payors for any approved products that we develop could have a material adverse effect on our operating results, our ability to raise capital needed to commercialize products and our overall financial condition.

Furthermore, reimbursement systems in international markets vary significantly by country and by region, and reimbursement approvals must be obtained on a country-by-country basis. Our existing or future collaborators, if any, may elect to reduce the price of our products in order to increase the likelihood of obtaining reimbursement approvals which could adversely affect our revenues and profits. In many countries, including for example in Japan, products cannot be commercially launched until reimbursement is approved. Further, the post-approval price negotiation process in some countries can exceed 12 months. In addition, pricing and reimbursement decisions in certain countries can be affected by decisions taken in other countries, which can lead to mandatory price reductions and/or additional reimbursement restrictions across a number of other countries, which may thereby adversely affect our sales and profitability. In the event that countries impose prices which are not sufficient to allow us or our collaborators to generate a profit, our collaborators may refuse to launch the product in such countries or withdraw the product from the market, which would adversely affect sales and profitability.

Due to the novel nature of our cell therapy and the potential for our product candidates to offer therapeutic benefit in a single administration, we face uncertainty related to pricing and reimbursement for these product candidates.

Our target patient populations for some of our product candidates may be relatively small, and as a result, the pricing and reimbursement of our product candidates, if approved, must be adequate to support commercial infrastructure. If we are unable to obtain adequate levels of reimbursement, our ability to successfully market and sell our product candidates will be adversely affected. Due to the novel nature of our cell therapy technology, the manner and level at which reimbursement is provided for services related to our product candidates (e.g., for administration of our product to patients) is uncertain. Inadequate reimbursement for such services may lead to physician resistance and adversely affect our ability to market or sell our products. Further, if the results of our clinical

trials and related cost benefit analyses do not clearly demonstrate the efficacy or overall value of our product candidates in a manner that is meaningful to prescribers and payors, our pricing and reimbursement may be adversely affected.

Price controls may be imposed in foreign markets, which may adversely affect our future profitability.

In some countries, particularly EU member states, Japan, Australia and Canada, the pricing of prescription drugs is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after receipt of marketing approval for a product. In addition, there can be considerable pressure by governments and other stakeholders on prices and reimbursement levels, including as part of cost containment measures. Political, economic and regulatory developments may further complicate pricing negotiations, and pricing negotiations may continue after reimbursement has been obtained. Reference pricing used by various EU member states and parallel distribution, or arbitrage between low-priced and high-priced member states, can further reduce prices. In some countries, we or our collaborators may be required to conduct a clinical trial or other studies that compare the cost-effectiveness of our product candidates to other available therapies in order to obtain or maintain reimbursement or pricing approval. Publication of discounts by third-party payors or authorities may lead to further pressure on the prices or reimbursement levels within the country of publication and other countries. If reimbursement of our products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our business, revenues or profitability could be adversely affected.

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

Our projections of the number of people with diseases targeted by our product candidates are based on estimates. These estimates may prove to be incorrect and new studies may change the estimated incidence or prevalence of these diseases. In addition, physicians who we believe have access to patients in need of our products may in fact not often treat the diseases targeted by our product candidates, and may not be amenable to use of our product. Further, the number of patients in the United States, Europe and elsewhere may turn out to be lower than expected, may not be otherwise amenable to treatment with our products, or new patients may become increasingly difficult to identify or gain access to, all of which would adversely affect our results of operations and our business.

We are exposed to risks related to our licensees and our international operations, and failure to manage these risks may adversely affect our operating results and financial condition.

We and our subsidiaries operate out of Australia, the United States, Singapore, the United Kingdom and Switzerland. We have licensees, with rights to commercialize products based on our MSC technology, including JCR in Japan. Our primary manufacturing collaborator, Lonza, serves us primarily out of their facilities in Singapore, and through contractual relationships with third parties, has access to storage facilities in the U.S., Europe, Australia and Singapore. As a result, a significant portion of our operations are conducted by and/or rely on entities outside the markets in which certain of our trials take place, our suppliers are sourced, our product candidates are developed, and, if any such product candidates obtain regulatory approval, our products may be sold. Accordingly, we import a substantial number of products and/or materials into such markets. We may be denied access to our customers, suppliers or other collaborators or denied the ability to ship products from any of these sites as a result of a closing of the borders of the countries in which we operate, or in which these operations are located, due to economic, legislative, political, health or military conditions in such countries. If any of our product candidates are approved for commercialization, we may enter into agreements with third parties to market them on a worldwide basis or in more limited geographical regions. We expect that we will be subject to additional risks related to entering into international business relationships, including:

- unexpected changes in tariffs, trade barriers and regulatory requirements;
- economic weakness, including inflation, or political instability in particular foreign economies and markets;
- logistics and regulations associated with shipping cell samples and other perishable items, including infrastructure conditions and transportation delays;
- potential import and export issues and other trade barriers and restrictions with the U.S. Customs and Border Protection and similar bodies in other jurisdictions;
- compliance with tax, employment, immigration and labor laws for employees living or traveling abroad;
- workforce uncertainty in countries where labor unrest is more common than in the United States;
- reduced protection for intellectual property rights in some countries and practical difficulties of enforcing intellectual property and contract rights abroad;

- changes in diplomatic and trade relationships, including new tariffs, trade protection measures, import or export licensing requirements, trade embargoes and other trade barriers;
- tariffs imposed by the U.S. on goods from other countries, including the recently implemented tariffs and additional tariff that have been proposed by the U.S. government on various imports from China and the EU and by the governments of these jurisdictions on certain U.S. goods, and any other possible tariffs that may be imposed on products such as ours, the scope and duration of which, if implemented, remains uncertain;
- deterioration of political relations between the U.K. and the EU, which could have a material adverse effect on our sales and operations in these countries;
- changes in social, political and economic conditions or in laws, regulations and policies governing foreign trade, manufacturing, development and investment both domestically as well as in the other countries and jurisdictions into which we sell our products;
- fluctuations in currency exchange rates and the related effect on our results of operations;
- increased financial accounting and reporting burdens and complexities;
- potential increases on tariffs or restrictions on trade generally;
- production shortages resulting from any events affecting raw material supply or manufacturing capabilities abroad; and
- business interruptions resulting from geopolitical actions, including war and terrorism, or natural disasters including earthquakes, typhoons, floods and fires.

Use of animal-derived materials could harm our product development and commercialization efforts.

Some of the manufacturing materials and/or components that we use in, and which are critical to, implementation of our technology involve the use of animal-derived products, including FBS. Suppliers or regulatory changes may limit or restrict the availability of such materials for clinical and commercial use. While FBS is commonly used in the production of various marketed biopharmaceuticals, the suppliers of FBS that meet our strict quality standards are limited in number and region. As such, to the extent that any such suppliers or regions face an interruption in supply (for example, if there is a new occurrence of so-called “mad cow disease”), it may lead to a restricted supply of the serum currently required for our product manufacturing processes. Any restrictions on these materials would impose a potential competitive disadvantage for our products or prevent our ability to manufacture our cell products. The FDA has issued regulations for controls over bovine material in animal feed. These regulations do not appear to affect our ability to purchase the manufacturing materials we currently use. However, the FDA may propose new regulations that could affect our operations. Our inability to develop or obtain alternative compounds would harm our product development and commercialization efforts. There are certain limitations in the supply of certain animal-derived materials, which may lead to delays in our ability to complete clinical trials or eventually to meet the anticipated market demand for our cell products.

If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of our product candidates.

We face an inherent risk of product liability as a result of the human clinical use of our product candidates and will face an even greater risk if we commercialize any products. For example, we may be sued if any product we develop allegedly causes injury or is found to be otherwise unsuitable during product testing, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability, and a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against product liability claims, we may incur substantial liabilities or be required to limit commercialization of our product candidates. Even a successful defense would require significant financial and management resources. Regardless of the merits or eventual outcome, liability claims may result in:

- decreased demand for our products, even if such products are approved;
- injury to our reputation;
- withdrawal of clinical trial participants;
- costs to defend the related litigations;
- a diversion of management’s time and our resources;
- substantial monetary awards to trial participants or patients;
- product recalls, withdrawals, or labeling, marketing or promotional restrictions;

- increased cost of liability insurance;
- loss of revenue;
- the inability to commercialize our product candidates; and
- a decline in our ordinary share price.

Failure to obtain and retain sufficient product liability insurance at an acceptable cost to protect against potential product liability claims could prevent or inhibit the commercialization of products we develop. Additionally, our insurance policies have various exclusions, and we may be subject to a product liability claim for which we have no coverage or reduced coverage. Any claim that may be brought against us could result in a court judgment or settlement in an amount that is not covered, in whole or in part, by our insurance or that is in excess of the limits of our insurance coverage. We will have to pay any amounts awarded by a court or negotiated in a settlement that exceed our coverage limitations or that are not covered by our insurance, and we may not have, or be able to obtain, sufficient capital to pay such amounts.

Risks Related to Our Intellectual Property

We may not be able to protect our proprietary technology in the marketplace.

Our success will depend, in part, on our ability to obtain patents, protect our trade secrets and operate without infringing on the proprietary rights of others. We rely upon a combination of patents, trade secret protection, and confidentiality agreements to protect the intellectual property of our product candidates. Patents might not be issued or granted with respect to our patent applications that are currently pending, and issued or granted patents might later be found to be invalid or unenforceable, be interpreted in a manner that does not adequately protect our current product or any future products, or fail to otherwise provide us with any competitive advantage. As such, we do not know the degree of future protection that we will have on our proprietary products and technology, if any, and a failure to obtain adequate intellectual property protection with respect to our product candidates and proprietary technology could have a material adverse impact on our business.

Filing, prosecuting and defending patents throughout the world would be prohibitively expensive, so our policy is to patent technology in jurisdictions with significant or otherwise relevant commercial opportunities or activities. However, patent protection may not be available for some of the products or technology we are developing. If we must spend significant time and money protecting or enforcing our patents, designing around patents held by others or licensing, potentially for large fees, patents or other proprietary rights held by others, our business, results of operations and financial condition may be harmed.

The patent positions of biopharmaceutical products are complex and uncertain.

The scope and extent of patent protection for our product candidates are particularly uncertain. To date, our principal product candidates have been based on specific subpopulations of known and naturally occurring adult stem cells. We anticipate that the products we develop in the future will continue to include or be based on the same or other naturally occurring stem cells or derivatives or products thereof. Although we have sought and expect to continue to seek patent protection for our product candidates, their methods of use and methods of manufacture, any or all of them may not be subject to effective patent protection. Publication of information related to our product candidates by us or others may prevent us from obtaining or enforcing patents relating to these products and product candidates. Furthermore, others may independently develop similar products, may duplicate our products, or may design around our patent rights. In addition, any of our issued patents may be declared invalid. If we fail to adequately protect our intellectual property, we may face competition from companies who attempt to create a generic product to compete with our product candidates. We may also face competition from companies who develop a substantially similar product to our other product candidates that may not be covered by any of our patents.

Filing, prosecuting and defending patents on product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the U.S. can be less extensive than those in the U.S. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the U.S. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the U.S., or from selling or importing products made using our inventions in and into the U.S. or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own products and further, may export otherwise infringing products to territories where we have patent protection, but enforcement is not as strong as that in the U.S. These products may compete with our current or future products, if any, and our patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of certain countries do not favor the enforcement of patents, trade secrets and other intellectual

property protection, particularly those relating to biotechnology products, which could make it difficult for us to stop the infringement of our patents or marketing of competing products in violation of our proprietary rights generally. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate and the damages or other remedies awarded, if any, may not be commercially meaningful. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license.

We may be unable to adequately prevent disclosure of trade secrets and other proprietary information.

We maintain certain of our proprietary know-how and technological advances as trade secrets, especially where we do not believe patent protection is appropriate or obtainable, including, but not exclusively, with respect to certain aspects of the manufacturing of our products. However, trade secrets are difficult to protect. We take a number of measures to protect our trade secrets including, limiting disclosure, physical security and confidentiality and non-disclosure agreements. We enter into confidentiality agreements with our employees, consultants, outside scientific collaborators, contract manufacturing partners, sponsored researchers and other advisors and third parties to protect our trade secrets and other proprietary information. These agreements may not effectively prevent disclosure of confidential information and may not provide an adequate remedy in the event of unauthorized disclosure of confidential information. In addition, others may independently discover our trade secrets and proprietary information. Costly and time-consuming litigation could be necessary to enforce and determine the scope of our proprietary rights. Failure to obtain or maintain trade secret protection, or failure to adequately protect our intellectual property could enable competitors to develop generic products or use our proprietary information to develop other products that compete with our products or cause additional, material adverse effects upon our business, results of operations and financial condition.

We may be forced to litigate to enforce or defend our intellectual property rights, and/or the intellectual property rights of our licensors.

We may be forced to litigate to enforce or defend our intellectual property rights against infringement by competitors, and to protect our trade secrets against unauthorized use. In so doing, we may place our intellectual property at risk of being invalidated, unenforceable, or limited or narrowed in scope and may no longer be used to prevent the manufacture and sale of competitive product. Further, an adverse result in any litigation or other proceedings before government agencies such as the United States Patent and Trademark Office ("USPTO"), may place pending applications at risk of non-issuance. Further, interference proceedings, derivation proceedings, entitlement proceedings, ex parte reexamination, inter partes reexamination, inter partes review, post-grant review, and opposition proceedings provoked by third parties or brought by the USPTO or any foreign patent authority may be used to challenge inventorship, ownership, claim scope, or validity of our patent applications. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential and proprietary information could be compromised by disclosure during this type of litigation.

Intellectual property disputes could cause us to spend substantial resources and distract our personnel from their normal responsibilities.

Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses, and could distract our technical and/or management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the market price of our ADSs and ordinary shares. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to adequately conduct such litigation or proceedings. Some of our competitors may be able to sustain the costs of litigation proceedings more effectively than we can because of their greater financial resources and personnel. In addition, the uncertainties associated with litigation could have a material adverse effect on our ability to raise the funds necessary to conduct our clinical trials, continue our internal research programs, in-license needed technology or enter into strategic collaborations that would help us bring our product candidates to market. As a result, uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our ability to compete in the marketplace.

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

Changes in either the patent laws or interpretation of the patent laws in the United States could increase the uncertainties and costs surrounding the prosecution of patent applications and the enforcement or defense of issued patents. Under the current patent laws, a third party that files a patent application in the USPTO before us for a particular invention could therefore be awarded a patent

covering such invention even if we had made that invention before it was made by such third party. This requires us to be cognizant of the time from invention to filing of a patent application.

The current US legislation allows third party submissions of prior art to the USPTO during patent prosecution and additional procedures for attacking the validity of a patent through USPTO administered post-grant proceedings, including post-grant review, *inter partes* review, and derivation proceedings. Because a lower evidentiary standard applies in USPTO proceedings compared to the evidentiary standards applied in United States federal courts in actions seeking to invalidate a patent claim, a third party could potentially provide evidence in a USPTO proceeding sufficient for the USPTO to hold a claim invalid even though the same evidence would be insufficient to invalidate the claim if challenged in a district court action. Accordingly, a third party may attempt to use available USPTO procedures to invalidate our patent claims that would not otherwise have been invalidated if first challenged by the third party in a district court action. These post-grant review (PGR) proceedings, which are similar to European "opposition" proceedings and provide third-party petitioners with the ability to challenge the validity of a patent on more expansive grounds than those permitted in other USPTO proceedings, allow for validity to be examined by the USPTO based not only on prior art patents and publications, but also on prior invalidating public use and sales, the presence of non-statutory subject matter in the patent claims and inadequate written description or lack of enablement. Discovery for PGR proceedings is accordingly likely to be expansive given that the issues addressed in PGR are more comprehensive than those addressed in other USPTO proceedings.

As compared to intellectual property-reliant companies generally, the patent positions of companies in the development and commercialization of biologics and pharmaceuticals are particularly uncertain. Recent U.S. Supreme Court rulings have narrowed the scope of patent protection available in certain circumstances and weakened the rights of patent owners in certain situations. These rulings have created uncertainty with respect to the validity and enforceability of patents, even once obtained. Depending on future actions by the U.S. Congress, the federal courts, and the USPTO, the laws and regulations governing patents could change in unpredictable ways that could have a material adverse effect on our existing patent portfolio and our ability to protect and enforce our intellectual property in the future.

If third parties claim that intellectual property used by us infringes upon their intellectual property, commercialization of our product candidates and our operating profits could be adversely affected.

There is a substantial amount of litigation, both within and outside the United States, involving patent and other intellectual property rights in the biopharmaceutical industry. We may, from time to time, be notified of claims that we are infringing upon patents, trademarks, copyrights, or other intellectual property rights owned by third parties, and we cannot provide assurances that other companies will not, in the future, pursue such infringement claims against us or any third-party proprietary technologies we have licensed. Any such claims could also be expensive and time consuming to defend and divert management's attention and resources, and could delay or prevent us from commercializing our product candidates. Our competitive position could suffer as a result. Although we have reviewed certain third-party patents and patent filings that we believe may be relevant to our product candidates, we have not conducted a freedom-to-operate search or analysis for our product candidates, and we may not be aware of patents or pending or future patent applications that, if issued, would block us from commercializing our product candidates. Thus, we cannot guarantee that our product candidates, or our commercialization thereof, do not and will not infringe any third party's intellectual property.

If we do not obtain patent term extension in the United States under the Hatch-Waxman Act and in foreign countries under similar legislation, thereby potentially extending the term of our marketing exclusivity of our product candidates, our business may be materially harmed.

Depending on the timing, duration and specifics of FDA marketing approval of our product candidates, if any, one of the U.S. patents covering each of such approved product(s) or the use thereof may be eligible for up to five years of patent term restoration under the Hatch-Waxman Act. The Hatch-Waxman Act allows a maximum of one patent to be extended per FDA approved product. Patent term extension also may be available in certain foreign countries upon regulatory approval of our product candidates, including by the EMA in the EU or the PMDA in Japan. Nevertheless, we may not be granted patent term extension either in the United States or in any foreign country because of, for example, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the term of extension, as well as the scope of patent protection during any such extension, afforded by the governmental authority could be less than we request. In addition, if a patent we wish to extend is owned by another party and licensed to us, we may need to obtain approval and cooperation from our licensor to request the extension.

If we are unable to obtain patent term extension or restoration, or the term of any such extension is less than we request, the period before we might face generic or follow-on competition could be shortened and we may not be able to stop our competitors from launching competing products following our patent expiration, and our revenue could be reduced, possibly materially.

Risks Related to Our Business and Industry

If we fail to attract and keep senior management and key scientific, commercial, regulatory affairs and other personnel, we may be unable to successfully develop our product candidates, conduct our clinical trials and commercialize our product candidates.

We are highly dependent on members of our executive management, particularly Dr. Silviu Itescu, our Chief Executive Officer. Dr. Itescu was an early pioneer in the study and clinical development of cell therapeutics and is globally recognized in the field of regenerative medicine. The loss of the services of Dr. Itescu or any other member of the executive management team could impede the achievement of our research, development and commercialization objectives.

Recruiting and retaining qualified scientific, clinical, manufacturing, regulatory affairs, sales and marketing personnel will also be critical to our success. We may not be able to attract and retain these personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies for similar personnel. We also experience competition for the hiring of scientific and clinical personnel from universities and research institutions.

Our employees, principal investigators, consultants and collaboration partners may engage in misconduct or other improper activities, including noncompliance with laws and regulatory standards and requirements and insider trading.

We are exposed to the risk of employee fraud or other misconduct. Misconduct by employees could include failures to comply with FDA regulations, to provide accurate information to the FDA, to comply with manufacturing standards we have established, to comply with federal and state healthcare fraud and abuse laws and regulations, to report financial information or data accurately or to disclose unauthorized activities to us. In particular, sales, marketing and business arrangements (including arrangements with healthcare providers, opinion leaders, research institutions, distributors and payors) in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, kickbacks, self-dealing and other abusive practices. These laws and regulations restrict or prohibit a wide range of activity relating to pricing, discounting, marketing and promotion, sales commissions, customer incentive programs and other business arrangements. Employee misconduct could also involve the improper use of information obtained in the course of clinical trials, which could result in regulatory sanctions and serious harm to our reputation, or, given we are a listed company in Australia and the United States, breach of insider trading or other securities laws and regulations. It is not always possible to identify and deter employee misconduct, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to be in compliance with such laws or regulations. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of significant fines or other sanctions.

We may acquire other companies or assets which could divert our management's attention, result in additional dilution to our shareholders and otherwise disrupt our operations and harm our operating results.

We have in the past and may in the future seek to acquire businesses, products or technologies that we believe could complement or expand our product offerings, enhance our technical capabilities or otherwise offer growth opportunities. For example, we acquired MSC assets from Osiris Therapeutics, Inc. in 2013. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses in identifying, investigating and pursuing suitable acquisitions, whether or not they are consummated. If we acquire additional businesses, we may not be able to integrate the acquired personnel, operations and technologies successfully, or effectively manage the combined business following the acquisition. We also may not achieve the anticipated benefits from the acquired business due to a number of factors, including:

- incurrence of acquisition-related costs;
- diversion of management's attention from other business concerns;
- unanticipated costs or liabilities associated with the acquisition;

- harm to our existing business relationships with collaborators as a result of the acquisition;
- harm to our brand and reputation;
- the potential loss of key employees;
- use of resources that are needed in other parts of our business; and
- use of substantial portions of our available cash to consummate the acquisition.

In the future, if our acquisitions do not yield expected returns, we may be required to take charges to our operating results arising from the impairment assessment process. Acquisitions may also result in dilutive issuances of equity securities or the incurrence of debt, which could adversely affect our operating results. In addition, if an acquired business fails to meet our expectations, our business, results of operations and financial condition may be adversely affected.

We and our collaborators must comply with environmental laws and regulations, and failure to comply with these laws and regulations could expose us to significant liabilities.

We and our collaborators are subject to various federal, state and local environmental laws, rules and regulations, including those relating to the discharge of materials into the air, water and ground, the manufacture, storage, handling, use, transportation and disposal of hazardous and biological materials, and the health and safety of employees with respect to laboratory activities required for the development of products and technologies. In the event of contamination or injury, or failure to comply with environmental, occupational health and safety and export control laws and regulations, it could cause an interruption of our commercialization efforts, research and development efforts, or business operations, and we could be held liable for any resulting damages and any such liability could exceed our assets and resources.

We work with outside scientists and their institutions in developing product candidates. These scientists may have other commitments or conflicts of interest, which could limit our access to their expertise and harm our ability to leverage our discovery platform.

We work with scientific advisors and collaborators at academic research institutions in connection with our product development. These scientific advisors serve as our link to the specific pools of trial participants we are targeting in that these advisors may:

- identify individuals as potential candidates for study;
- obtain their consent to participate in our research;
- perform medical examinations and gather medical histories;
- conduct the initial analysis of suitability of the individuals to participate in our research based on the foregoing; and
- collect data and biological samples from trial participants periodically in accordance with our study protocols.

These scientists and collaborators are not our employees, rather they serve as either independent contractors or the primary investigators under research collaboration agreements that we have with their sponsoring academic or research institution. Such scientists and collaborators may have other commitments that would limit their availability to us. Although our scientific advisors generally agree not to do competing work, if an actual or potential conflict of interest between their work for us and their work for another entity arises, we may lose their services. It is also possible that some of our valuable proprietary knowledge may become publicly known through these scientific advisors if they breach their confidentiality agreements with us, which would cause competitive harm to our business.

If our ability to use cumulative carry forward net operating losses is or becomes subject to certain limitations or if certain tax incentive credits from which we may benefit expire or no longer apply to us, our business, results of operations and financial condition may be adversely affected.

We are an Australian company subject to taxation in Australia and other jurisdictions. As of June 30, 2021, our cumulative operating losses have a total potential tax benefit of \$149.7 million at local tax rates (excluding other temporary differences). These losses may be available for use once we are in a tax profitable position. These losses were incurred in different jurisdictions and can only be offset against profits earned in the relevant jurisdictions. Tax losses are able to be carried forward at their nominal amount indefinitely in Australia and in Singapore, and for up to 20 years in the U.S. as long as certain conditions are met; however, new tax reform legislation in the United States allows for indefinite carryforward of any net operating loss arising in a tax year ending after December 31, 2018, subject to certain conditions. In order to use these tax losses, it is necessary to satisfy certain tests and, as a result,

we cannot assure you that the tax losses will be available to offset profits if and when we earn them. Utilization of our net operating loss and research and development credit carryforwards in the U.S. may be subject to substantial annual limitation due to ownership change limitations that could occur in the future generally provided by Section 382 of the Internal Revenue Code of 1986, as amended. In addition, U.S. tax reform introduced a limitation on the amount of net operating losses arising in taxable years beginning after December 31, 2017, that a corporation may deduct in a single tax year equal to the lesser of the available net operating loss carryover or 80 percent of a taxpayer's pre-net operating loss deduction taxable income. With respect to carryforward net operating losses in the U.S. that are subject to the 20-year carry-forward limit, our carry forward net operating losses first start to expire in 2032.

In addition, we may be eligible for certain research and development tax incentive refundable credits in Australia that may increase our available cash flow. The Australian federal government's Research and Development Tax Incentive grant is available for eligible research and development purposes based on the filing of an annual application. The Australian government may in the future decide to modify the requirements of, reduce the amounts of the research and development tax incentive credits available under, or discontinue its research and development tax incentive program. For instance, the Australian government undertook a review of its Research and Development Tax Incentive program in 2016 and in the May 2018 Federal budget announced its intention to pass certain recommendations of the review panel into law to reduce the research and development tax incentive credits available in certain circumstances. One of the changes announced in May 2018 was to reduce the amount of the research and development tax incentive credits available by capping the annual refundable tax offset amount at A\$4.0 million for companies with an annual aggregate turnover of less than A\$20.0 million, however, refundable tax offsets related to spend incurred on clinical trials conducted in Australia would not be capped. If the Research and Development Tax program incentives are revoked or modified, or if we no longer qualify as a small-medium business under the A\$20.0 million turnover test or we are no longer eligible for such incentives due to other circumstances, our business, results of operations and financial condition may be adversely affected.

Our combined worldwide turnover did not exceed A\$20.0 million for the year ended June 30, 2021 making us eligible for the refundable cash tax offset for the research and development tax incentive. However, management determined the majority of activities were not eligible under the incentive scheme and therefore did not apply for a tax offset. We were ineligible for the refundable tax offset for the research and development tax incentive for the year ended June 30, 2020. Consequently, no income was recognized from the Research and Development Tax Incentive program for the years ended June 30, 2021 and 2020. There can be no assurances that we will benefit from these incentives in the future if our annual aggregate turnover is in excess of A\$20.0 million or that such tax incentive credit programs will not be revoked or modified in any way in the future.

Taxing authorities could reallocate our taxable income within our subsidiaries, which could increase our consolidated tax liability.

We conduct operations in multiple tax jurisdictions and the tax laws of those jurisdictions generally require that the transfer pricing between affiliated companies in different jurisdictions be the same as those between unrelated companies dealing at arms' length, and that such prices are supported by contemporaneous documentation. While we believe that we operate in compliance with applicable transfer pricing laws and intend to continue to do so, our transfer pricing procedures are not binding on applicable tax authorities. If tax authorities in any of these countries were to successfully challenge our transfer pricing as not reflecting arms' length transactions, they could require us to adjust our transfer pricing and thereby reallocate our income to reflect these revised transfer pricing, which could result in a higher tax liability to us, and possibly interest and penalties, and could adversely affect our business, results of operations and financial condition.

The pharmaceutical industry is highly regulated and pharmaceutical companies are subject to various federal and state fraud and abuse laws, including, without limitation, the federal Anti-Kickback Statute and the federal False Claims Act.

Healthcare fraud and abuse regulations are complex and can be subject to varying interpretations as to whether or not a statute has been violated. The laws that may affect our ability to operate include:

- the federal Anti-Kickback Statute which prohibits, among other things, the knowing and willful payment of remuneration to induce or reward patient referrals, prescribing or recommendation of products, or the generation of business involving any item or service which may be payable by the federal health care programs (e.g., drugs, supplies, or health care services for Medicare or Medicaid patients);
- the federal False Claims Act which prohibits, among other things, individuals or entities from knowingly presenting, or causing to be presented, claims for payment for government funds (e.g., payment from Medicare or Medicaid) or knowingly making, using, or causing to be made or used a false record or statement, material to a false or fraudulent claim for government funds;
- the federal *Health Insurance Portability and Accountability Act of 1996* ("HIPAA"), as amended by the *Health Information Technology for Economic and Clinical Health Act*, and its implementing regulations, imposes certain requirements relating to the privacy, security and transmission of individually identifiable health information. Among

other things, HIPAA imposes civil and criminal liability for the wrongful access or disclosure of protected health information;

- the federal *Physician Payments Sunshine Act*, created under Section 6002 of the *Patient Protection and Affordable Care Act* (“ACA”), as amended, requires certain manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid or the Children’s Health Insurance Program (with certain exceptions) to report information related to certain payments or other transfers of value made or distributed to physicians and teaching hospitals, or to entities or individuals at the request of, or designated on behalf of, those physicians and teaching hospitals and to report annually certain ownership and investment interests held by physicians and their immediate family members;
- the FDCA, which, among other things, regulates the testing, development, approval, manufacture, promotion and distribution of drugs, devices and biologics. The FDCA prohibits manufacturers from selling or distributing “adulterated” or “misbranded” products. A drug product may be deemed misbranded if, among other things, (i) the product labeling is false or misleading, fails to contain requisite information or does not bear adequate directions for use; (ii) the product is manufactured at an unregistered facility; or (iii) the product lacks the requisite FDA clearance or approval;
- the U.S. *Foreign Corrupt Practices Act* (“FCPA”), which prohibits corrupt payments, gifts or transfers of value to non-U.S. officials; and
- non-U.S. and U.S. state law equivalents of each of the above federal laws, such as anti-kickback and false claims laws which may apply to items or services reimbursed by any third-party payor, including commercial insurers.

Any failure to comply with these laws, or the regulations adopted thereunder, could result in administrative, civil, and/or criminal penalties, and could result in a material adverse effect on our reputation, business, results of operations and financial condition.

The federal fraud and abuse laws have been interpreted to apply to arrangements between pharmaceutical manufacturers and a variety of health care professionals and healthcare organizations. Although the federal Anti-Kickback Statute has several statutory exemptions and regulatory safe harbors protecting certain common activities from prosecution, all elements of the potentially applicable exemption or safe harbor must be met in order for the arrangement to be protected, and prosecutors have interpreted the federal healthcare fraud statutes to attack a wide range of conduct by pharmaceutical companies. In addition, most states have statutes or regulations similar to the federal anti-kickback and federal false claims laws, which apply to items and services covered by Medicaid and other state programs, or, in several states, apply regardless of the payor. Administrative, civil and criminal sanctions may be imposed under these federal and state laws.

Further, the ACA, among other things, amended the intent standard under the Anti-Kickback Statute such that a person or entity no longer needs to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. In addition, the ACA makes clear that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim under the federal False Claims Act. Any violations of these laws, or any action against us for violation of these laws, even if we successfully defend against it, could result in a material adverse effect on our reputation, business, results of operations and financial condition.

A failure to adequately protect private health information could result in severe harm to our reputation and subject us to significant liabilities, each of which could have a material adverse effect on our business.

Throughout the clinical trial process, we may obtain the private health information of our trial subjects. There are a number of state, federal and international laws protecting the privacy and security of health information and personal data. As part of the *American Recovery and Reinvestment Act 2009* (“ARRA”), Congress amended the privacy and security provisions of HIPAA. HIPAA imposes limitations on the use and disclosure of an individual’s healthcare information by healthcare providers conducting certain electronic transactions, healthcare clearinghouses, and health insurance plans, collectively referred to as covered entities. The HIPAA amendments also impose compliance obligations and corresponding penalties for non-compliance on certain individuals and entities that provide services to or perform certain functions on behalf of healthcare providers and other covered entities involving the use or disclosure of individually identifiable health information, collectively referred to as business associates. ARRA also made significant increases in the penalties for improper use or disclosure of an individual’s health information under HIPAA and extended enforcement authority to state attorneys general. The amendments also create notification requirements to federal regulators, and in some cases local and national media, for individuals whose health information has been inappropriately accessed or disclosed. Notification is not required under HIPAA if the health information that is improperly used or disclosed is deemed secured in accordance with certain encryption or other standards developed by the U.S. Department of Health and Human Services, or HHS. Most states have laws requiring notification of affected individuals and state regulators in the event of a breach of personal information, which is a broader class of information than the health information protected by HIPAA. Many state laws impose significant data security requirements, such as encryption or mandatory contractual terms to ensure ongoing protection of personal information. Activities outside of the U.S.

implicate local and national data protection standards, impose additional compliance requirements and generate additional risks of enforcement for non-compliance. The EU's General Data Protection Regulation, Canada's *Personal Information Protection and Electronic Documents Act* and other data protection, privacy and similar national, state/provincial and local laws and regulations may also restrict the access, use and disclosure of patient health information abroad. We may be required to expend significant capital and other resources to ensure ongoing compliance with applicable privacy and data security laws, to protect against security breaches and hackers or to alleviate problems caused by such breaches, and the failure to so comply may lead to fines or penalties.

Our operations are subject to anti-corruption laws, including Australian bribery laws, the United Kingdom Bribery Act, and the FCPA and other anti-corruption laws that apply in countries where we do business.

Anti-corruption laws generally prohibit us and our employees and intermediaries from bribing, being bribed or making other prohibited payments to government officials or other persons to obtain or retain business or gain some other business advantage. Although we believe that we have adequate policies and enforcement mechanisms to ensure legal and regulatory compliance with the FCPA, the U.K. Bribery Act 2010 and other similar regulations, we participate in collaborations and relationships with third parties, and it is possible that any of our employees, subcontractors, agents or partners may violate any such legal and regulatory requirements, which may expose us to criminal or civil enforcement actions, including penalties and suspension or disqualification from U.S. federal procurement contracting. In addition, we cannot predict the nature, scope or effect of future regulatory requirements to which our international operations might be subject or the manner in which existing laws might be administered or interpreted.

There is no assurance that we will be completely effective in ensuring our compliance with all applicable anti-corruption laws or other laws including trade related laws. If we are not in compliance with these laws, we may be subject to criminal and civil penalties, disgorgement and other sanctions and remedial measures, and legal expenses, which could have an adverse impact on our business, financial condition, results of operations and liquidity. Likewise, any investigation of any potential violations of these laws by respective government bodies could also have an adverse impact on our reputation, our business, results of operations and financial condition.

We may lose our foreign private issuer status, which would then require us to comply with the Exchange Act's domestic reporting regime and cause us to incur additional legal, accounting and other expenses.

In order to maintain our current status as a foreign private issuer, either (1) a majority of our ordinary shares must be either directly or indirectly owned of record by non-residents of the United States or (2) (a) a majority of our executive officers or directors must not be U.S. citizens or residents, (b) more than 50 percent of our assets cannot be located in the U.S. and (c) our business must be administered principally outside the U.S. If we lost this status, we would be required to comply with the Exchange Act reporting and other requirements applicable to U.S. domestic issuers, which are more detailed and extensive than the requirements for foreign private issuers. We may also be required to make changes in our corporate governance practices in accordance with various SEC rules and Nasdaq listing standards. Further, we would be required to comply with U.S. GAAP, as opposed to IFRS, in the preparation and issuance of our financial statements for historical and current periods. The regulatory and compliance costs to us under U.S. securities laws if we are required to comply with the reporting requirements applicable to a U.S. domestic issuer may be higher than the cost we would incur as a foreign private issuer. As a result, we expect that a loss of foreign private issuer status would increase our legal and financial compliance costs.

If we fail to maintain proper internal controls, our ability to produce accurate financial statements or comply with applicable regulations could be impaired.

Section 404(a) of the *Sarbanes-Oxley Act of 2002* (the "Sarbanes-Oxley Act") requires that our management assess and report annually on the effectiveness of our internal controls over financial reporting and identify any material weaknesses in our internal controls over financial reporting. In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, we have expended, and anticipate that we will continue to expend, significant resources, including accounting-related costs and significant management oversight.

If either we are unable to conclude that we have effective internal controls over financial reporting or our independent auditors are unwilling or unable to provide us with an unqualified report on the effectiveness of our internal controls over financial reporting as required by Section 404(b) of the Sarbanes-Oxley Act, investors may lose confidence in our operating results, the price of the ADSs could decline and we may be subject to litigation or regulatory enforcement actions. In addition, if we are unable to meet the requirements of Section 404 of the Sarbanes-Oxley Act, we may not be able to remain listed on Nasdaq Global Select Market ("Nasdaq").

We have incurred and will continue to incur significant increased costs as a result of operating as a company whose ADSs are publicly traded in the United States, and our management will continue to be required to devote substantial time to compliance initiatives.

As a company whose ADSs are publicly traded in the United States, we have incurred and will continue to incur significant legal, accounting, insurance and other expenses. The Sarbanes-Oxley Act, Dodd-Frank Wall Street Reform and Consumer Protection Act and related rules implemented by the SEC and Nasdaq, have imposed various requirements on public companies including requiring establishment and maintenance of effective disclosure and financial controls. Our management and other personnel will need to continue to devote a substantial amount of time to these compliance initiatives, and we will need to add additional personnel and build our internal compliance infrastructure. Moreover, these rules and regulations have increased and will continue to increase our legal and financial compliance costs and will make some activities more time-consuming and costly. These laws and regulations could also make it more difficult and expensive for us to attract and retain qualified persons to serve on our board of directors, our board committees or as our senior management. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of the ADSs, fines, sanctions and other regulatory action and potentially regulatory investigations and enforcement and/or civil litigation.

We have never declared or paid dividends on our ordinary shares, and we do not anticipate paying dividends in the foreseeable future. Therefore, you must rely on price-appreciation of our ordinary shares or ADSs for a return on your investment.

We have never declared or paid cash dividends on our ordinary shares. For the foreseeable future, we currently intend to retain all available funds and any future earnings to support our operations and to finance the growth and development of our business. Any future determination to declare cash dividends will be made at the discretion of our board of directors, subject to compliance with applicable laws and covenants under the loan facilities with Hercules and NovaQuest or other current or future credit facilities, which may restrict or limit our ability to pay dividends, and will depend on our financial condition, operating results, capital requirements, general business conditions and other factors that our board of directors may deem relevant. We do not anticipate paying any cash dividends on our ordinary shares in the foreseeable future. As a result, a return on your investment in our ordinary shares or ADSs will likely only occur if our ordinary share or ADS price appreciates. There is no guarantee that our ordinary shares or ADSs will appreciate in value in the future.

Australian takeover laws may discourage takeover offers being made for us or may discourage the acquisition of a significant position in our ordinary shares or ADSs.

We are incorporated in Australia and are subject to the takeover laws of Australia. Among other things, we are subject to the Australian *Corporations Act 2001* (the "Corporations Act"). Subject to a range of exceptions, the Corporations Act prohibits the acquisition of a direct or indirect interest in our issued voting shares if the acquisition of that interest will lead to a person's voting power in us increasing to more than 20%, or increasing from a starting point that is above 20% and below 90%. Australian takeover laws may discourage takeover offers being made for us or may discourage the acquisition of a significant position in our ordinary shares. This may have the ancillary effect of entrenching our board of directors and may deprive or limit our shareholders' opportunity to sell their ordinary shares or ADSs and may further restrict the ability of our shareholders to obtain a premium from such transactions.

Significant disruptions of information technology systems, data security breaches or unauthorized disclosure of sensitive data could adversely affect our business by exposing us to liability and affect our business and reputation.

The Company is increasingly dependent on critical, complex, and interdependent information technology systems (IT systems), including cloud based software and external servers, some of which are managed or hosted by third parties, to support business processes as well as internal and external communications. The information and data processed and stored in our IT systems, and those of our research collaborators, CROs, contract manufacturers, suppliers, distributors, or other third parties for which we depend to operate our business, may be vulnerable to cybersecurity breaches from unauthorized activity by our employees, contractors or malware, hacking, business email compromise, phishing or other cyberattacks directed by other parties. Such breaches can result in loss, damage, denial-of-service, unauthorized access or misappropriation and may pose a risk that sensitive data, including our intellectual property, trade secrets or personal information of our employees, patients, customers or other business partners may be exposed to unauthorized persons or to the public. In addition, our increased reliance on personnel working from home may negatively impact productivity, or disrupt, delay, or otherwise adversely impact our business. The increase in working remotely could increase our cybersecurity risk, create data accessibility concerns, and make us more susceptible to communication disruptions, any of which could adversely impact our business operations or delay necessary interactions with local and federal regulators, manufacturing sites, clinical trial sites, and other third parties.

The rapidly moving nature of technology and the increasing sophistication of cybersecurity threats, may mean our measures to prevent, respond to and minimize such risks may be ineffective. If a material incident or interruption were to occur, it could result in a

disruption of our development programs and future commercial operations, including due to a loss, corruption or unauthorized disclosure of our proprietary or sensitive information. Additionally, the costs to the company to investigate and mitigate cybersecurity incidents could be significant. Any disruption, security breach, or action by the company, its employees, or contractors that might be inconsistent with the rapidly evolving data privacy and security laws and regulations applicable within Australia and the United States and elsewhere where we conduct business, could result in; enforcement actions by both countries state and federal governments or foreign governments, liability or sanctions under data privacy laws including healthcare laws such as the Privacy Act or HIPAA that protect certain types of sensitive information, regulatory penalties, other legal proceedings such as but not limited to private litigation, the incurrence of significant remediation costs, disruptions to our development programs, business operations and collaborations, diversion of management efforts and damage to our reputation which could harm our business and operations.

Risks Related to Our Trading Markets

The market price and trading volume of our ordinary shares and ADSs may be volatile and may be affected by economic conditions beyond our control. Such volatility may lead to securities litigation.

The market price of our ordinary shares and ADSs may be highly volatile and subject to wide fluctuations. In addition, the trading volume of our ordinary shares and ADSs may fluctuate and cause significant price variations to occur. We cannot assure you that the market price of our ordinary shares and ADSs will not fluctuate or significantly decline in the future.

Some specific factors that could negatively affect the price of our ordinary shares and ADSs or result in fluctuations in their price and trading volume include:

- results of clinical trials of our product candidates;
- results of clinical trials of our competitors' products;
- regulatory actions with respect to our products or our competitors' products;
- actual or anticipated fluctuations in our quarterly operating results or those of our competitors;
- publication of research reports by securities analysts about us or our competitors in the industry;
- our failure or the failure of our competitors to meet analysts' projections or guidance that we or our competitors may give to the market;
- fluctuations of exchange rates between the U.S. dollar and the Australian dollar;
- additions to or departures of our key management personnel;
- issuances by us of debt or equity securities;
- litigation or investigations involving our company, including: shareholder litigation; investigations or audits by regulators into the operations of our company; or proceedings initiated by our competitors or clients;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs, joint ventures, strategic investments or changes in business strategy;
- the passage of legislation or other regulatory developments affecting us or our industry;
- fluctuations in the valuation of companies perceived by investors to be comparable to us;
- changes in trading volume of ADSs on the Nasdaq and of our ordinary shares on the ASX;
- sales or perceived potential sales of the ADSs or ordinary shares by us, our directors, senior management or our shareholders in the future;
- short selling or other market manipulation activities;
- announcement or expectation of additional financing efforts;
- terrorist acts, acts of war or periods of widespread civil unrest;
- natural disasters and other calamities;
- changes in market conditions for biopharmaceutical companies; and
- conditions in the U.S. or Australian financial markets or changes in general economic conditions.

In the past, following periods of volatility in the market price of a company's securities, shareholders often instituted securities class action litigation against that company. If we were involved in a class action suit, it could divert the attention of senior

management, require significant expenditure for defense costs, and, if adversely determined, could have a material adverse effect on our results of operations and financial condition. In October 2020, in light of the Complete Response Letter released by the FDA and the decline in the market price of our ADSs, a purported class action lawsuit was filed in the U.S. Federal District Court for the Southern District of New York on behalf of purchasers or acquirers of our ADSs against our Company, our Chief Executive Officer, its Chief Financial Officer and its Chief Medical Officer for alleged violations of the U.S. Securities Exchange Act of 1934. We will vigorously defend this and any other similarly-based litigation should it arise. We cannot provide any assurance as to the possible outcome or cost to us from the lawsuit, particularly as it is at an early stage, nor how long it may take to resolve lawsuit.

The dual listing of our ordinary shares and the ADSs may adversely affect the liquidity and value of these securities.

Our ADSs are listed on the Nasdaq and our ordinary shares are listed on the ASX. We cannot predict the effect of this dual listing on the value of our ordinary shares and ADSs. However, the dual listing of our ordinary shares and ADSs may dilute the liquidity of these securities in one or both markets and may adversely affect the development of an active trading market for the ADSs in the United States. The price of the ADSs could also be adversely affected by trading in our ordinary shares on the ASX, and vice versa.

If securities or industry analysts do not publish research reports about our business, or if they issue an adverse opinion about our business, the market price and trading volume of our ordinary shares and/or ADSs could decline.

The trading market for our ordinary shares and ADSs could be influenced by the research and reports that securities or industry analysts publish about us or our business. Securities and industry analysts may discontinue research on our company, to the extent such coverage currently exists, or in other cases, may never publish research on our company. If too few securities or industry analysts commence coverage of our company, the trading price for our ordinary shares and ADSs would likely be negatively impacted. If one or more of the analysts who cover us downgrade our ordinary shares or ADSs or publish inaccurate or unfavorable research about our business, the market price of our ADSs would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, demand for our ordinary shares and/or ADSs could decrease, which might cause our price and trading volume to decline.

Risks Related to Ownership of Our ADSs

An active trading market for the ADSs may not develop in the United States.

Our ADSs are listed in the United States on the Nasdaq under the symbol "MESO." However, we cannot assure you that an active public market in the United States for the ADSs will develop on that exchange, or if developed, that this market will be sustained.

We currently report our financial results under IFRS, which differs in certain significant respect from U.S. GAAP.

Currently we report our financial statements under IFRS. There have been and there may in the future be certain significant differences between IFRS and U.S. GAAP, including differences related to revenue recognition, intangible assets, share-based compensation expense, income tax and earnings per share. As a result, our financial information and reported earnings for historical or future periods could be significantly different if they were prepared in accordance with U.S. GAAP. In addition, we do not intend to provide a reconciliation between IFRS and U.S. GAAP unless it is required under applicable law. As a result, you may not be able to meaningfully compare our financial statements under IFRS with those companies that prepare financial statements under U.S. GAAP.

As a foreign private issuer, we are permitted and expect to follow certain home country corporate governance practices in lieu of certain Nasdaq requirements applicable to domestic issuers and we are permitted to file less information with the Securities and Exchange Commission than a company that is not a foreign private issuer. This may afford less protection to holders of our ADSs.

As a "foreign private issuer", as defined in Rule 405 under the *Securities Exchange Act of 1933*, as amended (the "Securities Act"), whose ADSs will be listed on the Nasdaq, we will be permitted to, and plan to, follow certain home country corporate governance practices in lieu of certain Nasdaq requirements. For example, we may follow home country practice with regard to certain corporate governance requirements, such as the composition of the board of directors and quorum requirements applicable to shareholders' meetings. This difference may result in a board that is more difficult to remove and less shareholder approvals required generally. In addition, we may follow home country practice instead of the Nasdaq Global Select Market requirement to hold executive sessions and to obtain shareholder approval prior to the issuance of securities in connection with certain acquisitions or private placements of securities. The above differences may result in less shareholder oversight and requisite approvals for certain acquisition or financing related decisions. Further, we may follow home country practice instead of the Nasdaq Global Select Market requirement to obtain shareholder approval prior to the establishment or amendment of certain share option, purchase or other compensation plans. This difference may result in less shareholder oversight and requisite approvals for certain company

compensation related decisions. A foreign private issuer must disclose in its annual reports filed with the Securities and Exchange Commission, or SEC, and the Nasdaq Global Select Market, the requirements with which it does not comply followed by a description of its applicable home country practice. The Australian home country practices described above may afford less protection to holders of the ADSs than that provided under the Nasdaq Global Select Market rules.

Further, as a foreign private issuer, we are exempt from certain rules under the "Exchange Act", that impose disclosure requirements as well as procedural requirements for proxy solicitations under Section 14 of the Exchange Act. In addition, our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act. Moreover, we are not required to file periodic reports and financial statements with the SEC as frequently or as promptly as a company that files as a domestic issuer whose securities are registered under the Exchange Act, nor are we generally required to comply with the SEC's Regulation FD, which restricts the selective disclosure of material non-public information. Accordingly, the information may not be disseminated in as timely a manner, or there may be less information publicly available concerning us generally than there is for a company that files as a domestic issuer.

ADS holders may be subject to additional risks related to holding ADSs rather than ordinary shares.

ADS holders do not hold ordinary shares directly and, as such, are subject to, among others, the following additional risks.

- As an ADS holder, we will not treat you as one of our shareholders and you will not be able to exercise shareholder rights, except through the American depositary receipt, or ADR, depositary as permitted by the deposit agreement.
- Distributions on the ordinary shares represented by your ADSs will be paid to the ADR depositary, and before the ADR depositary makes a distribution to you on behalf of your ADSs, any withholding taxes that must be paid will be deducted. Additionally, if the exchange rate fluctuates during a time when the ADR depositary cannot convert the foreign currency, you may lose some or all of the value of the distribution.
- We and the ADR depositary may amend or terminate the deposit agreement without the ADS holders' consent in a manner that could prejudice ADS holders.

ADS holders must act through the ADR depositary to exercise your voting rights and, as a result, you may be unable to exercise your voting rights on a timely basis.

As a holder of ADSs (and not the ordinary shares underlying your ADSs), we will not treat you as one of our shareholders, and you will not be able to exercise shareholder rights. The ADR depositary will be the holder of the ordinary shares underlying your ADSs, and ADS holders will be able to exercise voting rights with respect to the ordinary shares represented by the ADSs only in accordance with the deposit agreement relating to the ADSs. There are practical limitations on the ability of ADS holders to exercise their voting rights due to the additional procedural steps involved in communicating with these holders. For example, holders of our ordinary shares will receive notice of shareholders' meetings by mail or email and will be able to exercise their voting rights by either attending the shareholders meeting in person or voting by proxy. ADS holders, by comparison, will not receive notice directly from us. Instead, in accordance with the deposit agreement, we will provide notice to the ADR depositary of any such shareholders meeting and details concerning the matters to be voted upon. As soon as practicable after receiving notice from us of any such meeting, the ADR depositary will mail to holders of ADSs the notice of the meeting and a statement as to the manner in which voting instructions may be given by ADS holders. To exercise their voting rights, ADS holders must then instruct the ADR depositary as to voting the ordinary shares represented by their ADSs. Due to these procedural steps involving the ADR depositary, the process for exercising voting rights may take longer for ADS holders than for holders of ordinary shares. The ordinary shares represented by ADSs for which the ADR depositary fails to receive timely voting instructions will not be voted. Under Australian law and our Constitution, any resolution to be considered at a meeting of the shareholders shall be decided on a show of hands unless a poll is demanded by the shareholders at or before the declaration of the result of the show of hands. Under voting by a show of hands, multiple "yes" votes by ADS holders will only count as one "yes" vote and will be negated by a single "no" vote, unless a poll is demanded.

If we are or become classified as a passive foreign investment company, our U.S. securityholders may suffer adverse tax consequences.

Based upon an analysis of our income and assets for the taxable year ended June 30, we do not believe we were a passive foreign investment company (a "PFIC") for our most recent tax year. In general, if at least 75% of our gross income for any taxable year consists of passive income or at least 50% of the average quarterly value of assets is attributable to assets that produce passive income or are held for the production of passive income, including cash, then we will be classified as a PFIC for U.S. federal income tax purposes. Passive income for this purpose generally includes dividends, interest, certain royalties and rents, and gains from commodities and securities transactions. Passive assets for this purpose generally includes assets held for the production of passive income. Accordingly, passive assets generally include any cash, cash equivalents and cash invested in short-term, interest bearing, debt instruments or bank deposits that are readily convertible into cash. Since PFIC status depends upon the composition of our

income and assets and the market value of our assets from time to time, and since the determination of PFIC status must be made annually at the end of each taxable year, there can be no assurance that we will not be considered a PFIC for any future taxable year. Investors should be aware that our gross income for purposes of the PFIC income test depends on the receipt of active revenue, and there can be no assurances that such active revenue will continue, or that we will receive other gross income that is not considered passive for purposes of the PFIC income test. If we were a PFIC for any taxable year during a U.S. investor's holding period for the ordinary shares or ADSs, we would ordinarily continue to be treated as a PFIC for each subsequent year during which the U.S. investor owned the ordinary shares or ADSs. If we were treated as a PFIC, U.S. investors would be subject to special punitive tax rules with respect to any "excess distribution" received from us and any gain realized from a sale or other disposition (including a pledge) of the ordinary shares or ADSs unless a U.S. investor made a timely "qualified electing fund" or "mark-to-market" election. For a more detailed discussion of the U.S. tax consequences to U.S. investors if we were classified as a PFIC, see Item 10.E- "Taxation — Certain Material U.S. Federal Income Tax Considerations to U.S. Holders — Passive Foreign Investment Company".

Changes in foreign currency exchange rates could impact amounts you receive as a result of any dividend or distribution we declare on our ordinary shares.

Any significant change in the value of the Australian dollar may impact amounts you receive in U.S. dollars as a result of any dividend or distribution we declare on our ordinary shares as a holder of our ADSs. More specifically, any dividends that we pay on our ordinary shares will be in Australian dollars. The depository for the ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on our ordinary shares or other deposited securities after deducting its fees and expenses, including any such fees or expenses incurred to convert any such Australian dollars into U.S. dollars. You will receive these distributions in U.S. dollars in proportion to the number of our ordinary shares your ADSs represent. Depreciation of the U.S. dollar against the Australian dollar would have a negative effect on any such distribution payable to you.

You may not receive distributions on our ordinary shares represented by the ADSs or any value for such distribution if it is illegal or impractical to make them available to holders of ADSs.

While we do not anticipate paying any dividends on our ordinary shares in the foreseeable future, if such a dividend is declared, the depository for the ADSs has agreed to pay to you the cash dividends or other distributions it or the custodian receives on our ordinary shares or other deposited securities after deducting its fees and expenses. You will receive these distributions in proportion to the number of our ordinary shares your ADSs represent. However, in accordance with the limitations set forth in the deposit agreement, it may be unlawful or impractical to make a distribution available to holders of ADSs. We have no obligation to take any other action to permit the distribution of the ADSs, ordinary shares, rights or anything else to holders of the ADSs. This means that you may not receive the distributions we make on our ordinary shares or any value from them if it is unlawful or impractical to make them available to you. These restrictions may have a material adverse effect on the value of your ADSs.

You may be subject to limitations on transfers of your ADSs.

ADSs are transferable on the books of the depository. However, the depository may close its transfer books at any time or from time to time when it deems expedient in connection with the performance of its duties. In addition, the depository may refuse to deliver, transfer or register transfers of ADSs generally when our books or the books of the depository are closed, or at any time if we or the depository deems it advisable to do so because of any requirement of law or of any government or governmental body, or under any provision of the deposit agreement, or for any other reason.

U.S. investors may have difficulty enforcing civil liabilities against our company, our directors or members of our senior management.

Several of our officers and directors are non-residents of the United States, and a substantial portion of the assets of such persons are located outside the U.S. As a result, it may be impossible to serve process on such persons in the United States or to enforce judgments obtained in U.S. courts against them based on civil liability provisions of the securities laws of the U.S. Even if you are successful in bringing such an action, there is doubt as to whether Australian courts would enforce certain civil liabilities under U.S. securities laws in original actions or judgments of U.S. courts based upon these civil liability provisions. In addition, awards of punitive damages in actions brought in the U.S. or elsewhere may be unenforceable in Australia or elsewhere outside the U.S. An award for monetary damages under the U.S. securities laws would be considered punitive if it does not seek to compensate the claimant for loss or damage suffered and is intended to punish the defendant. The enforceability of any judgment in Australia will depend on the particular facts of the case as well as the laws and treaties in effect at the time. The U.S. and Australia do not currently have a treaty or statute providing for recognition and enforcement of the judgments of the other country (other than arbitration awards) in civil and commercial matters. As a result, our public shareholders and holders of the ADSs may have more difficulty in protecting their interests through actions against us, our management, our directors than would shareholders of a corporation incorporated in a jurisdiction in the United States.

Item 4. Information on the Company

4.A History and Development of Mesoblast

Mesoblast Limited

Mesoblast Limited was incorporated on June 8, 2004 as a public company in Australia under the *Corporations Act 2001* with an indefinite duration. On December 16, 2004 we became listed on the Australian Securities Exchange (the "ASX"). On November 13, 2015, we became listed on the Nasdaq Global Select Market ("Nasdaq") and from this date we have been dual-listed in Australia and the United States. Our registered office is located at the following address:

Mesoblast Ltd
Level 38
55 Collins Street
Melbourne VIC 3000
Australia
Telephone: +61 3 9639 6036
Web: www.mesoblast.com

Our agent for service of process in the United States is Mesoblast Inc., 505 Fifth Avenue, Level 3, New York, NY 10017. All information we file with the SEC is available through the SEC's Electronic Data Gathering, Analysis and Retrieval system, which may be accessed through the SEC's website at www.sec.gov.

For a list of our significant subsidiaries, see Exhibit 8.1 to this Annual Report.

Important Corporate Developments

Fiscal year 2021 to date of annual report

August	Announced Chief Financial Officer (CFO) Josh Muntner will be leaving the organization and Andrew Chaponnel, currently Head of Finance, will assume the role of interim CFO, effective August 31, 2021.
July	<p>90 day survival outcomes from the randomized controlled trial of remestemcel-L in 222 ventilator-dependent COVID-19 patients with moderate/severe acute respiratory distress syndrome (“ARDS”) were highlighted at the International Society for Cell & Gene Therapy (ISCT) Scientific Signatures Series event on Cell and Gene-Based Therapies in Lung Diseases and Critical Illnesses</p> <p>Provided an update on the strategy for potential approval pathways for rexlemestrocel-L in the United States (US) with chronic low back pain (“CLBP”) due to degenerative disc disease refractory to available therapies, including filing a request for a Type C meeting with the United States Food and Drug Administration (“FDA”) and an amended collaboration agreement with its partner in Europe and Latin America, Grünenthal.</p>
May	The peer-reviewed journal Respiratory Research published results showing respiratory and functional clinical outcomes in patients with chronic obstructive pulmonary disease and elevated levels of the inflammatory biomarker C-reactive protein treated with Mesoblast’s mesenchymal stromal cell (“MSC”) product candidate remestemcel-L.
April	Announced results from the randomized controlled trial of remestemcel-L in 222 ventilator-dependent COVID-19 patients with moderate to severe acute respiratory distress syndrome (“ARDS”).
March	<p>Philip J. Facchina joined the Board of Directors. Mr Facchina is Chief Strategy Officer of SurgCenter Development, one of the largest private operators of ambulatory surgical centers in the US specializing in spine, orthopaedic and total joint procedures.</p> <p>Successful completion of an A\$138.0 million (US\$110.0 million) private placement led by a strategic US investor group through the placement of 60.1 million new fully-paid ordinary shares at a price of A\$2.30. The investors also received warrants to acquire a further 15 million shares at a price of A\$2.88 per share, a 25% premium to the placement price, which may raise up to a further A\$43.2 million, on or before March 15, 2028.</p>
February	<p>Pediatrics (Journal of the American Academy of Pediatrics) published a paper on the first two children treated with Mesoblast’s MSC product candidate remestemcel-L for life-threatening multisystem inflammatory syndrome (“MIS-C”) associated with COVID-19.</p> <p>Announced the results from the Phase 3 randomized controlled trial of our allogeneic mesenchymal precursor cell (“MPC”) therapy rexlemestrocel-L in 404 enrolled patients with CLBP due to degenerative disc disease (“DDD”) refractory to conventional treatments.</p>
January	<p>Dr Silviu Itescu presented additional data from the DREAM-HF Phase 3 trial in patients with chronic heart failure at the H.C. Wainwright Virtual BioConnect 2021 Conference.</p> <p>Announced additional results from the DREAM-HF randomized controlled Phase 3 trial in 537 treated patients with chronic heart failure with reduced left ventricular ejection fraction (“HFrEF”) who received rexlemestrocel-L or control sham.</p>
December	<p>Following the third interim analysis on the first 180 patients in the randomized controlled trial of remestemcel-L in ventilator-dependent patients with moderate to severe ARDS due to COVID-19 infection, the Data Safety Monitoring Board (DSMB) recommended that the trial complete with the currently enrolled 223 patients, and that all be followed-up as planned.</p> <p>Announced the top-line results from the DREAM-HF Phase 3 randomized controlled trial of its allogeneic cell therapy rexlemestrocel-L in 537 patients with advanced chronic heart failure.</p> <p>The FDA granted Fast Track designation for remestemcel-L in the treatment of ARDS due to COVID-19 infection. Fast Track designation is granted if a therapy demonstrates the potential to address unmet medical needs for a serious or life-threatening disease. ARDS is the primary cause of death in patients with COVID-19.</p>
November	Announced we had entered into a license and collaboration agreement with Novartis for the development, manufacture, and commercialization of remestemcel-L, with an initial focus on the treatment of ARDS including that associated with COVID-19. The agreement remains subject to certain closing conditions, including time to analyze the results from the COVID-19 ARDS trial.
October	A randomized, controlled study of remestemcel-L delivered by an endoscope directly to the areas of inflammation and tissue injury in up to 48 patients with medically refractory Crohn’s disease and ulcerative colitis commenced at Cleveland Clinic.

The FDA issued a Complete Response Letter to the Company's Biologics License Application ("BLA") for RYONCIL™ ("RYONCIL") in pediatric patients with steroid-refractory acute graft versus host disease ("SR-aGVHD"). Despite the overwhelming Oncologic Drugs Advisory Committee ("ODAC") of the FDA vote in August 2020, the FDA recommended that Mesoblast conduct at least one additional randomized, controlled study in adults and/or children to provide further evidence of the effectiveness of remestemcel-L for SR-aGVHD.

September Remestemcel-L was selected as the winner of the Fierce Innovation Awards - Life Sciences Edition 2020 for Biotech Innovation.

The independent DSMB recommended continuation of the Phase 3 trial of remestemcel-L in patients with ARDS due to COVID-19 infection, following completion of the trial's first interim analysis.

Received ethics approval to include Australian hospitals in the Phase 3 randomized controlled trial of remestemcel-L in ventilator-dependent COVID-19 patients with ARDS.

August The ODAC voted overwhelmingly in favor that available data support the efficacy of RYONCIL in pediatric patients with SR-aGVHD. The ODAC is an independent panel of experts that evaluates efficacy and safety of data and makes appropriate recommendations to the FDA.

July Appointment of Dagmar Rosa-Bjorkeson to the role of Chief Operating Officer. Her responsibilities include managing commercial operations, leading the business units, building out key strategic alliances, and overseeing product launches.

An Expanded Access Protocol was initiated in the United States for compassionate use of remestemcel-L in the treatment of COVID-19 infected children with cardiovascular and other complications of MIS-C. MIS-C is a life-threatening complication of COVID-19 in otherwise healthy children and adolescents that includes massive simultaneous inflammation of multiple critical organs and their vasculature.

4.B Business Overview

Mesoblast has developed a range of late stage product candidates derived from our first and second generation proprietary mesenchymal lineage cell therapy technology platforms.

Remestemcel-L is our first generation mesenchymal lineage stromal cell product platform and is in late stage development for treatment of systemic inflammatory diseases including:

- Pediatric steroid refractory acute Graft versus Host Disease (SR-aGVHD);
- Acute respiratory distress syndrome (ARDS); and
- Biologic refractory inflammatory bowel disease.

Rexlemestrocel-L is our second generation mesenchymal lineage precursor cell product platform and is in late stage development for treatment of:

- Advanced chronic heart failure (CHF); and
- Chronic low back pain (CLBP) due to degenerative disc disease.

Both platforms have life cycle management strategies with promising emerging pipelines.

The Company's proprietary manufacturing processes yield industrial-scale, cryopreserved, off-the-shelf, cellular medicines. These cell therapies, with defined pharmaceutical release criteria, are planned to be readily available to patients worldwide upon receiving marketing authorizations.

Mesoblast's immuno-selected, culture expanded cellular medicines are based on mesenchymal precursor cells ("MPCs") and their progeny, MSCs. These are rare cells (approximately 1:100,000 in bone marrow) found around blood vessels that are central to blood vessel maintenance, repair and regeneration. These cells have a unique immunological profile with immunomodulatory effects that reduce inflammation allowing healing and repair. This mechanism of action enables the targeting of multiple disease pathways across a wide spectrum of complex diseases with significant unmet medical needs.

Mesenchymal lineage cells are collected from the bone marrow of healthy adult donors and proprietary processes are utilized to expand them to a uniform, well characterized, and highly reproducible cell population. This enables manufacturing at industrial scale for commercial purposes. Another key feature of Mesoblast's cells is they can be administered to patients without the need for donor-recipient matching or recipient immune suppression.

Mesoblast's approach to product development is to ensure rigorous scientific investigations are performed with well-characterized cell populations in order to understand mechanisms of action for each potential indication. Extensive preclinical translational studies guide clinical trials that are structured to meet stringent safety and efficacy criteria set by international regulatory agencies. All trials are conducted under the continuing review of independent Data Safety Monitoring Boards comprised of independent medical experts and statisticians. These safeguards are intended to ensure the integrity and reproducibility of results, and to ensure that outcomes observed are scientifically reliable.

Allogeneic, Off-the-Shelf, Commercially Scalable Products

Our technology platform enables development of a diverse range of products derived from the mesenchymal cell lineage in adult tissues. MPCs constitute the earliest known cell type in the mesenchymal lineage in vivo.

MPCs can be isolated using monoclonal antibodies and culture-expanded using methods that enable efficient expansion without differentiation. MSCs are defined biologically in culture following density gradient separation from other tissue cell types and following culture by plastic adherence. MSCs presumably represent culture-expanded in-vitro progeny of the undifferentiated MPCs present in-vivo. The functional characteristics of each cell type enable product development for specific indications.

Our proprietary mesenchymal lineage cell-based products have distinct biological characteristics enabling their use for allogeneic purposes.

Immune Privilege: Mesenchymal lineage cells are immune privileged, in that they do not express specific cell surface co-stimulatory molecules that initiate immune allogeneic responses.

Expansion: We have developed proprietary methods that enable the large scale expansion of our cells while maintaining their ability to produce the key biomolecules associated with tissue health and repair. This allows us to produce a cellular product intended to demonstrate consistent and well-defined characterization and activity.

In contrast, autologous cell therapy products, which are produced from the patient's own cells, require individual product regulatory testing and do not benefit from manufacturing economies of scale. Moreover, autologous therapies may be vulnerable to significant patient-to-patient variability.

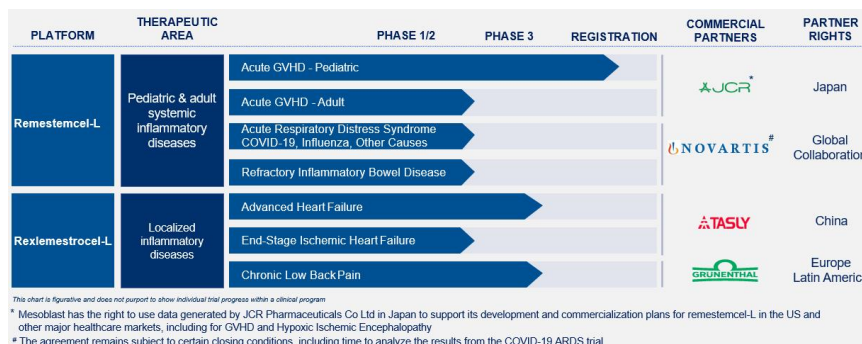
Products Commercialized by Licensees

Two allogeneic mesenchymal stromal cell (MSC) products developed and commercialized by Mesoblast licensees have been approved in Japan and Europe, with both licensees the first to receive full regulatory approval for an allogeneic cellular medicine in these major markets.

Mesoblast's licensee in Japan, JCR, is marketing its MSC-based product in Japan for the treatment of aGVHD in children and adults. TEMCELL was the first allogeneic cellular medicine to receive full regulatory approval in Japan. Mesoblast receives royalty income on sales of TEMCELL in Japan.

In 2017, Mesoblast granted TiGenix, now a wholly owned subsidiary of Takeda, exclusive access to certain of its patents to support global commercialization of Alofisel®, previously known as Cx601, the first allogeneic MSC therapy to receive central marketing authorization approval from the European Commission. Mesoblast receives royalty income on Takeda's worldwide sales of Alofisel® in the local treatment of perianal fistulae.

Mesoblast Product Candidates



Remestemcel-L (RYONCIL™) for the Treatment of Steroid Refractory Acute Graft Versus Host Disease

Overview

Remestemcel-L (RYONCIL) is an intravenously delivered product candidate for the treatment of steroid-refractory acute graft versus host disease, or SR-aGVHD, following an allogeneic bone marrow transplant.

In a bone marrow transplant, donor cells can attack the recipient, causing GVHD. The donor T-cell mediated inflammatory response involves secretion of TNF-alpha and IFN-gamma, resulting in activation of pro-inflammatory T-cells and tissue damage in the skin, gut and liver, which can be fatal.

Remestemcel-L is suggested to have immunomodulatory properties to counteract the cytokine storms that are implicated in various inflammatory conditions. The mechanism of action is thought to involve down-regulating the production of pro-inflammatory cytokines, increasing production of anti-inflammatory cytokines, and enabling recruitment of naturally occurring anti-inflammatory cells to involved tissues.

This life-threatening disease occurs in approximately 50% of patients who receive an allogeneic bone marrow transplant (BMT). Over 30,000 patients worldwide undergo an allogeneic BMT annually, primarily during treatment for blood cancers, and these numbers are increasing. In patients with the most severe form of SR-aGVHD (Grade C/D or III/IV) mortality can be as high as 90% despite optimal best available therapy. There are currently no FDA-approved treatments in the United States for children under 12 with SR-aGVHD.

Current Status and Anticipated Milestones

Mesoblast submitted its completed BLA to the FDA for remestemcel-L in January 2020. The BLA was subsequently accepted for priority review by the FDA on March 30, 2020, with a PDUFA action date set for September 30, 2020. In August 2020, the ODAC to the FDA voted overwhelmingly in favor (nine to one⁽¹⁾) that the available data support the efficacy of remestemcel-L in pediatric patients with SR-aGVHD. FDA issued a complete response letter on September 30, 2020, noting deficiencies related to clinical and CMC data. Mesoblast continues to be in discussion with the FDA through a well-established regulatory process that may include a resubmission with a six month review with the aim of achieving approval of remestemcel-L in the treatment of SR-aGVHD in children.

There are currently no FDA-approved treatments in the US for children under 12 with SR-aGVHD and only one FDA-approved treatment in the US for other SR-aGVHD patients.

We believe the U.S. pediatric SR-aGVHD market requires a small, targeted commercial footprint. The target call point for SR-aGVHD will primarily be board-certified pediatric physicians in hematology/oncology who perform hematopoietic stem cell transplants. In the U.S., there are approximately 80 centers that perform pediatric transplants, with 50% of all transplants occurring at approximately 15 centers. Similarly, there are approximately 110 centers that perform adult transplants with half of those transplants occurring at approximately 20 centers.

The Company has put in place a lifecycle extension strategy to generate evidence-based clinical outcomes to maximize the value of remestemcel-L in other pediatric and adult rare diseases that do not require large distribution channels. Planning is underway to conduct a post-marketing study in adult patients with SR-GVHD. In addition, we plan to expand investigator-initiated clinical trials for chronic GVHD and other indications that are currently underway or planned for the near future.

(1) This vote includes a change to the original vote by one of the ODAC panel members after electronic voting closed.

Remestemcel-L for Moderate to Severe Acute Respiratory Distress Syndrome due to COVID-19 Infection

Overview

COVID-19 ARDS results from a severe inflammatory reaction, referred to as a cytokine storm, to infection from the SARS CoV-2 virus. This cytokine storm can cause significant damage to the lungs and other organs and is the primary cause of death in this high mortality condition. COVID ARDS is a major area of unmet need that typically requires extended hospitalization in intensive care and intervention by mechanical ventilation.

The extensive safety data of remestemcel-L and its anti-inflammatory effects in acute GVHD is a compelling rationale for evaluating remestemcel-L in COVID-19 ARDS. Following intravenous delivery of remestemcel-L, the cells migrate to the areas of inflammation particularly in the lungs resulting in the potential for remestemcel-L to tame the cytokine storm in ARDS.

The clinical protocol evaluating remestemcel-L in patients in the Phase 3 trial was based on results from patients treated with remestemcel-L under an emergency IND/EAP compassionate use at Mount Sinai Hospital in New York. Twelve patients with moderate to severe COVID ARDS on mechanical ventilation were given 2 infusions within one week. Nine of the 12 patients (75%) were successfully taken off the ventilator and discharged from hospital within a median of 10 days.

Nearly 200 million COVID-19 global cases have been confirmed and over 4 million deaths, with 35 million cases and 613,000 deaths occurring in the United States. Currently there is no FDA approved therapy in the United States for the specific treatment of moderate-to-severe COVID-19 ARDS.

Current Status and Anticipated Milestones

A randomized placebo-controlled Phase 3 trial of remestemcel-L in ventilator-dependent patients with ARDS due to COVID-19 was initiated, with the first patients dosed in May 2020. The trial was halted in December 2020 after the Data Safety Monitoring Board (DSMB) performed a third interim analysis on the trial's first 180 patients, noting that the trial was not likely to meet the 30-day mortality reduction endpoint at the planned 300 patient enrolment. The trial was powered to achieve a primary endpoint of 43%

reduction in mortality at 30 days for treatment with remestemcel-L on top of maximal care. The DSMB recommended that the trial complete with the enrolled 222 patients, and that all be followed-up as planned.

The trial enrolled 222 mechanically ventilated COVID-19 patients with moderate/severe ARDS across the US, of whom 217 were randomized 1:1 and received either standard of care alone or standard of care plus 2 intravenous infusions of remestemcel-L at a dose of 2 million cells/kg 3-5 days apart. This was the same remestemcel-L dosing regimen used in the earlier compassionate use program where 11 of 12 patients were younger than 65 and 75% successfully came off ventilatory support.

At follow-up through day 60, remestemcel-L reduced overall mortality by 14% across the entire population of treated patients (n=217), and by 46% in the pre-specified population of patients under age 65 (n=123). In an exploratory analysis through day 60, remestemcel-L reduced mortality by 75% and increased days alive off mechanical ventilation in patients under age 65 when combined with dexamethasone, in comparison with controls on dexamethasone.

Mesoblast has met with the FDA in regard to potential emergency use authorization (EUA) for remestemcel-L in the treatment of ventilator-dependent patients with moderate or severe acute respiratory distress syndrome (ARDS) due to COVID-19. The FDA advised Mesoblast that an additional clinical study in COVID ARDS would be required which, if statistically positive, could provide a dataset in conjunction with the recently completed 222 patient clinical study that might be sufficient to support an EUA. FDA provided guidance that the existing COVID ARDS Investigational New Drug (IND) file and future submissions for remestemcel-L in this indication may continue to cross-reference manufacturing information in Biologics License Application (BLA) 125706 for pediatric steroid-refractory acute graft versus host disease (SR-aGVHD). FDA indicated that potency assays must be established and agreed prior to commencement of the proposed Phase 3 clinical trial. FDA indicated that the potency assays currently in development appeared to be reasonable based on in vitro results provided in the briefing document, the in vitro activity of the product appears to be relatively well established, though the relationship between in vitro activity and the product's actual mechanism of action remains theoretical. Mesoblast intends to meet with FDA's Office of Tissue and Advanced Therapies (OTAT) in Q4 CY21 to address potency assays for remestemcel-L in relation to SR-aGVHD, attributes which we believe to be also relevant to COVID ARDS.

Remestemcel-L for Inflammatory Bowel Disease – Crohn's Disease and Ulcerative Colitis

Overview

According to recent estimates, more than three million people (1.3%) in the United States alone have inflammatory bowel disease, with more than 33,000 new cases of Crohn's disease and 38,000 new cases of ulcerative colitis diagnosed every year. Despite recent advances, approximately 30% of patients are primarily unresponsive to anti-TNF α agents and even among responders, up to 10% will lose their response to the drug every year. Up to 80% of patients with medically refractory Crohn's disease eventually require surgical treatment of their disease, which can have a devastating impact on quality of life.

Current Status

A randomized, controlled study of remestemcel-L delivered by an endoscope directly to the areas of inflammation and tissue injury in up to 48 patients with medically refractory Crohn's disease and ulcerative colitis has commenced at Cleveland Clinic in October 2020. The investigator-initiated study is the first in humans using local cell delivery in the gut and will enable Mesoblast to compare clinical outcomes using this delivery method with results from an ongoing randomized, placebo-controlled trial in patients with biologic-refractory Crohn's disease where remestemcel-L was administered intravenously.

Rexlemestrocel-L (REVASCOR®) for Advanced and End-stage Heart Failure

Overview

Mesoblast is developing rexlemestrocel-L (REVASCOR) to fill the treatment gap for both advanced and end-stage chronic heart failure (CHF). The objective is to use rexlemestrocel-L to prevent or delay further progression of heart failure morbidities or cardiac death in patients who are no longer adequately responsive to maximal standard of care heart failure drugs.

Patients with advanced or end-stage CHF continue to represent high unmet medical need despite recent advances in new therapeutic agents for chronic heart failure. The American Heart Association estimated in 2017 that prevalence is expected to grow 46% by 2030 in the U.S., affecting more than 8 million Americans. CHF causes severe economic, social, and personal costs. In the U.S., it is estimated that CHF results in direct costs of \$60.2 billion annually when identified as a primary diagnosis and \$115.0 billion as part of a disease milieu. Mesoblast believes that targeting high-risk chronic patients with the highest unmet clinical needs provides the company with the most efficient path to market.

REVASCOR consists of 150 million MPCs administered by direct cardiac injection in patients suffering from advanced or end-stage CHF and progressive loss of heart function following damage to the heart muscle caused by a heart attack, coronary artery disease, hypertension, genetic factors, or other causes.

MPCs release a range of factors when triggered by specific receptor-ligand interactions within damaged tissue. Based on preclinical data, we believe that the factors released from the MPCs induce functional cardiac recovery by simultaneous activation of multiple pathways, including induction of endogenous vascular network formation, reduction in harmful inflammation, reduction in cardiac fibrosis, and reversal of endothelial dysfunction through activation of intrinsic tissue precursors.

CHF is classified in relation to the severity of the symptoms experienced by the patient. The most commonly used classification system for functional severity of heart failure, established by the NYHA, is:

- Class I (mild): patients experience none or very mild symptoms with ordinary physical activity
- Class II (mild/moderate): patients experience fatigue and shortness of breath during moderate physical activity
- Class III (moderate/severe): patients experience shortness of breath during even light physical activity
- Class IV or end-stage (severe): patients are exhausted even at rest

Risk for recurrent heart failure-related hospitalizations, occurrence of non-fatal myocardial infarction (MI, heart attack) or non-fatal stroke, or death increases progressively with increases in left ventricular volumes, reduction in left ventricular ejection fraction (LVEF), and progression in NYHA functional class. Approximately 50% of all CHF patients have heart failure with reduced ejection fraction (HFrEF) defined as LVEF $\leq 40\%$, and are at considerable risk of repeated hospitalizations and death despite maximal drug therapy.

Current Status and Anticipated Milestones

Program for Class II/III CHF patients

A multicenter, double-blinded, 1:1 randomized, sham-procedure-controlled Phase 3 study of remestemcel-L was completed across North America with 565 NYHA Class II/III patients at high risk of repeated heart failure hospitalizations or a terminal cardiac event (cardiac death, LVAD placement, heart transplant or insertion of an artificial heart). The enrollment criteria for this trial included a prior decompensated heart failure event (e.g. hospitalization) within the previous nine months and/or very high level of NT-proBNP, a protein used in diagnosis and screening of CHF. These inclusion criteria were designed for enrichment in patients with substantial left ventricular contractile abnormality, advanced CHF due to left ventricular systolic dysfunction and higher risk of recurrent decompensated heart failure hospitalizations and TCEs. This target patient population was shown to respond effectively to treatment with REVASCOR in our previous Phase 2 trial.

The trial's primary efficacy endpoint is a comparison of recurrent non-fatal HF-MACE between either MPC-treated patients or sham-treated controls.

Topline results from the 537 patients who met the criteria which allowed for treatment to occur on a 1:1 randomization basis between rexllestrocel-L and sham control were announced in December 2021. Over a mean 30 months of follow-up, patients with advanced chronic heart failure who received a single endomyocardial treatment with rexllestrocel-L on top of maximal therapies had 60% reduction in incidence of heart attacks or strokes and 60% reduction in death from cardiac causes when treated at an earlier stage in the progressive disease process. Despite significant reduction in the pre-specified endpoint of cardiac death, there was no reduction in recurrent non-fatal decompensated heart failure events, which was the trial's primary endpoint.

The combination of the three pre-specified outcomes of cardiac death, heart attack or stroke into a single composite outcome - called the three-point Major Adverse Cardiovascular Event (MACE) is a well-established endpoint used by the United States Food and Drug Administration (FDA) to determine cardiovascular risk. Rxllestrocel-L reduced this three-point MACE by 30% compared to controls across the population of 537 patients. In the NYHA class II subgroup of 206 patients, rexllestrocel-L reduced the three-point MACE by 55% compared to controls.

Program in End Stage Heart Failure Patients Requiring Mechanical Support

Relexmestrocel-L is also being evaluated in patients with end-stage HFrEF implanted with a left ventricular assist device (“LVAD”).

A Phase 2 trial was conducted by a multi-center team of researchers within the United States National Institutes of Health (“NIH”)-funded Cardiothoracic Surgical Trials Network (“CTSN”), led by Icahn School of Medicine at Mount Sinai, New York. The National Institute of Neurological Disorders and Stroke, and the Canadian Institutes for Health Research also supported this trial. Results of this Phase 2 trial were released in November 2018. The trial was a prospective, multi-center, double-blind, placebo controlled, 2:1 randomized (MPC to placebo), single-dose cohort trial to evaluate the safety and efficacy of injecting a dose of 150 million MPCs into the native myocardium of LVAD recipients. Patients with advanced CHF, implanted with an FDA-approved LVAD as bridge-to-transplant or destination therapy, were eligible to participate in the trial. All patients were followed until 12 months post randomization.

In this Phase 2 trial, the trial did not show a significant difference in the ability for patients to tolerate a wean for a period of 60 minutes. However, in relation to the clinically meaningful endpoint of reduction in major GI bleeding episodes and related hospitalizations, a single injection of REVASCOR administered directly into the heart resulted in a 76% reduction in major GI bleeding events and in a 65% reduction in associated hospitalizations. This suggests that REVASCOR reversed endothelial dysfunction which is responsible for the abnormal vasculature in the GI tract and severe bleeding in LVAD patients.

Strategic Partnerships

In September 2018, Mesoblast entered into a strategic cardiovascular partnership with Tasly for China. Tasly has met with the National Medical Products Administration of China to discuss the potential regulatory approval pathway for REVASCOR in China. Tasly and Mesoblast will leverage each other’s clinical trial results in China, the U.S. and other territories to support their respective regulatory submissions. In May 2021, Tasly and Mesoblast met with the Center for Drug Evaluation (“CDE”) in China to initiate formal discussions relating to a study of chronic HFrEF patients.

Relexmestrocel-L for Chronic Low Back Pain (CLBP) due to Degenerative Disc Disease (DDD)

Overview

MPC-06-ID consists of a unit dose of 6 million MPCs administered by syringe directly into a damaged disc.

In CLBP, damage to the disc is the result of a combination of factors related to aging, genetics, and micro-injuries, which compromises the disc’s capacity to act as a fluid-filled cushion between vertebrae and to provide anatomical stability. Damage to the disc also results in an inflammatory response with ingrowth of nerves which results in chronic pain. This combination of anatomic instability and nerve ingrowth results in CLBP and functional disability.

With respect to mechanisms of action in CLBP, extensive pre-clinical studies have established that MLCs have anti-inflammatory effects and secrete multiple paracrine factors that stimulate new proteoglycan and collagen synthesis by chondrocytes in vitro and by resident cells in the nucleus and annulus in vivo.

In 2016, over 7 million people in the U.S. alone were estimated to suffer from CLBP caused by DDD, of which 3.2 million patients have moderate disease. This market is projected to have annual growth rate similar to that of the US population annual growth rate. After failure of conservative measures (medication, injections, physical therapy etc.), there is a need for non-opioid treatments that are effective over a sustained period of time. When disc degeneration has progressed to a point that pain and loss of function can no longer be managed by conservative means, major invasive surgery such as spinal fusion is the most commonly offered option.

All non-surgical therapies for progressive, severe and debilitating pain due to degenerating intervertebral discs treat the symptoms of the disease. However, they do not address the underlying cause of the disease. Surgical intervention is not always successful in addressing the patient’s pain and functional deficit. It has been estimated that the incidence of failed back surgery is as high as 50% for standard procedures and may increase for more complex surgeries. Total costs of low back pain are estimated to be between \$100.0 billion and \$200.0 billion annually with two thirds attributed to patients’ decreased wages and productivity.

As a result, we believe that the most significant unmet need and commercial opportunity in the treatment of CLBP is a therapy that has the ability to impact the chronic pain and disability associated with the condition.

Current Status and Anticipated Milestones

The Phase 3 clinical trial for CLBP completed enrollment in March 2018 with 404 patients enrolled across 48 centers in the United States and Australia randomized 1:1:1 to receive either 6 million MPCs with hyaluronic acid (MPC+HA), 6 million MPCs without hyaluronic acid (MPC) or saline control. Although the trial's composite outcomes of pain reduction together with functional responses to treatment were not met by either MPC group; the MPC+HA treatment group achieved substantial and durable reductions in CLBP compared to control through 24 months across the entire evaluable study population (n=391) compared with saline controls. Greatest pain reduction was observed in the pre-specified population with CLBP of shorter duration than the study median of 68 months (n=194) and subjects using opioids at baseline (n=168) with the MPC+HA group having substantially greater reduction at all time points (1, 3, 6, 12, 18 and 24 months) compared with saline controls. There was no appreciable difference in the safety of MPC groups compared to saline control over the 24-month period of follow-up in the entire study population. In subjects using opioids at baseline, the MPC+HA demonstrated a reduction in the average opioid dose over 24 months, while saline control subjects had essentially no change.

Strategic Partnerships

Grünenthal, a global leader in pain management, and Mesoblast entered into a strategic partnership to develop and commercialize MPC-06-ID for the treatment of chronic low back pain associated with degenerative disc disease in patients who have exhausted conservative treatment options in Europe and Latin America.

Complementary Technologies

In addition to having the most mature and diverse allogeneic cell therapy product pipeline and technology platform in the field of cellular medicines, we have strategically targeted the acquisition of rights to technologies that are complementary to and synergistic with our mesenchymal lineage cell technology platform. The aim of this activity is to maintain our technology leadership position in the regenerative medicine space, while simultaneously expanding our targeted disease applications and managing the life-cycle of our current lead programs.

Our complementary technologies and additional product candidates include other types of mesenchymal lineage cells, cell surface modification technologies, pay-loading technology and protein and gene technologies.

Manufacturing and Supply Chain

Our manufacturing strategy for our cellular product candidates focuses on the following important factors:

- (i) ability for product delineation to protect pricing and partner markets by creating distinct products using discrete manufacturing processes, culture conditions, formulations, routes of administration, and/or dose regimens;
- (ii) establishing proprietary commercial scale-up and supply to meet increasing demand;
- (iii) implementing efficiencies and yield improvement measures to reduce cost-of-goods;
- (iv) maintaining regulatory compliance with best practices; and
- (v) establishing and maintaining multiple manufacturing sites for product supply risk mitigation.

The cell therapy manufacturing and distribution process generally involves five major steps.

- Procure bone marrow—acquire bone marrow from healthy adults with specific FDA-defined criteria, which is accompanied by significant laboratory testing to establish the usability of the donated tissues.
- Create master cell banks—isolate MLCs from the donated bone marrow and perform a preliminary expansion to create master cell banks. Each individual master cell bank comes from a single donor.
- Expand to therapeutic quantities—expand master cell banks to produce therapeutic quantities, a process that can yield thousands of doses per master cell bank, with the ultimate number depending on the dose for the respective product candidate being produced.
- Formulate, package and cryopreserve.
- Distribute—our cellular products are cryopreserved at the manufacturer and shipped to storage sites in the U.S. and other jurisdictions via cryoshippers. Those distribution centers then re-package and send the products on to treatment centers in cryoshippers. Treatment centers will either move the products into their own freezers or receive the cryoshipper in “real time” and the product stays in the cryoshipper until thawed for patient use within a well-defined window. We intend to continue utilizing this approach in the future.

To date our product candidates have been manufactured in two-dimensional, or 2D, planar, 10-layer cell factories, using media containing fetal bovine serum, or FBS.

The relatively small patient numbers and orphan drug designation for remestemcel-L lead us to believe that 2D manufacturing will be adequate to meet demand for this product candidate if fully approved. We also believe that 2D manufacturing process and facilities are commercially feasible for Phase 3 trial supply and the initial launch of MPC-06-ID for CLBP.

However, to build up commercial supply for certain of our product candidates long-term, we are developing novel manufacturing processes using three-dimensional, or 3D, bioreactors with greater capacity to improve efficiency and yields, with resulting lower-cost of goods. We intend to evaluate products produced in 3D bioreactors in pre-clinical and potentially clinical studies, which may serve as FDA required comparability studies to 2D if successful.

We are also focusing on the introduction of FBS-free media which has the potential to result in efficiency and yield improvements to the current 2D process. We intend to conduct comparability studies to illustrate that products produced with this media are equivalent to those produced using FBS based media. While we remain confident in our ability to deliver successful outcomes from each of these activities, any unexpected issues or challenges faced in doing so could delay our programs or prevent us from continuing our programs.

Our manufacturing activities to date have met stringent criteria set by international regulatory agencies, including the FDA. By using well-characterized cell populations, our manufacturing processes promote reproducibility and batch-to-batch consistency for our allogeneic cell product candidates. We have developed robust quality assurance procedures and lot release assays to support this reproducibility and consistency.

Intellectual Property

We have a large patent portfolio of issued and pending claims covering compositions of matter, uses for our mesenchymal lineage cell-based technologies and other proprietary regenerative product candidates and technologies, as well as for elements of our manufacturing processes, with approximately 1,089 patents and patent applications across 77 patent families as of July 2021.

One of our major objectives is to continue to protect and expand our extensive estate of patent rights and trade secrets, which we believe enables us to deliver commercial advantages and long-term protection for our product candidates based on our proprietary technologies, and support our corporate strategy to target large, mature and emerging healthcare markets for our exploratory therapeutic product candidates.

More specifically, our patent estate includes issued patent and patent applications in major markets, including, but not limited to, the United States, Europe, Japan and China. The patents that we have obtained, and continue to apply for, cover mesenchymal lineage cell technologies and product candidates derived from these technologies, irrespective of the tissue source, including bone marrow, adipose, placenta, umbilical cord and dental pulp.

These patents cover, among other technology areas, a variety of MLCs (including MPCs and MSCs), and the use of MLC for expansion of hematopoietic stem cells, or HSCs. Among the indication-specific issued or pending patents covering product candidates derived from our mesenchymal lineage cells are those which are directed to our lead product candidates: aGVHD, ARDS, CLBP, CHF and chronic inflammatory conditions such as RA. We also have issued and pending patents covering other pipeline indications, including diabetic kidney disease, inflammatory bowel disease (e.g., Crohn's disease), neurologic diseases, eye diseases and additional orthopedic diseases. In addition, we have in-licensed patents covering complementary technologies, such as other types of mesenchymal lineage cells, cell surface modification technologies, pay-loading technology and protein and gene technologies, as part of our strategy to expand our targeted disease applications and manage the life-cycle of our current lead programs.

Our patent portfolio also includes issued and pending coverage of proprietary manufacturing processes that are being used with our current two-dimensional manufacturing platform as well as the 3D bioreactor manufacturing processes currently under development. These cell manufacturing patents cover isolation, expansion, purification, scale up, culture conditions, aggregates minimization, cryopreservation, release testing and potency assays. In addition, we maintain as a trade secret, among other things, our proprietary FBS-free media used in our 3D bioreactor manufacturing processes.

We maintain trade secrets covering a significant body of know-how and proprietary information relating to our core product candidates and technologies. We protect our confidential know-how and trade secrets in a number of ways, including requiring all employees and third parties that have access to our confidential information to sign non-disclosure agreements, limiting access to confidential information on a need-to-know basis, maintaining our confidential information on secure computers, and providing our contract manufacturers with certain key ingredients for our manufacturing process.

In addition, in many major jurisdictions there are other means that may be available to us by which we would be able to extend the period during which we have commercial exclusivity for our product candidates, which include, but are not limited to the exclusive right to reference our data, orphan drug exclusivity and patent term extensions.

As part of our strategy, we seek patent protection for our product candidates and technologies in major jurisdictions including the United States, Europe, Japan, China, and Australia and file independent and/or counterpart patents and patent applications in other jurisdictions globally that we deem appropriate under the circumstances, including India, Canada, Hong Kong, Israel, Korea and Singapore. As of July 2021, our patent portfolio includes the following patents and patent applications in the following major jurisdictions: 81 granted U.S. patents and 37 pending U.S. patent applications; 61 granted Japanese patents and 25 pending Japanese patent applications; 34 granted Chinese patents and 25 pending Chinese patent applications; 51 granted European patents and 27 pending European patent applications; and 52 granted Australian patents and 22 pending Australian patent applications.

Our policy is to patent the technology, inventions and improvements that we consider important to the development of our business, only in those cases in which we believe that the costs of obtaining patent protection is justified by the commercial potential of the technology and associated product candidates, and typically only in those jurisdictions that we believe present significant commercial opportunities to us. In those cases where we choose neither to seek patent protection nor protect the inventions as trade secrets, we may publish the inventions so that it defensively becomes prior art in order for us to secure a freedom to operate position and to prevent third parties from patenting the invention.

We also seek to protect as trade secrets our proprietary and confidential know-how and technologies that are either not patentable or where we deem it inadvisable to seek patent protection. To this end, we generally require all third parties with whom we share confidential information and our employees, consultants and advisors to enter into confidentiality agreements prohibiting the disclosure of confidential information. These agreements with our employees and consultants engaged in the development of our technologies require disclosure and assignment to us of the ideas, developments, discoveries and inventions, and associated intellectual property rights, important to our business. Additionally, these confidentiality agreements, among others, require that our employees, consultants and advisors do not bring to us, or use without proper authorization, any third party's proprietary technology.

License and Collaboration Agreements

All of our revenue relates to upfront, royalty and milestone payments recognized under the license and collaboration agreements below. For further information on the categorical revenue breakdown during the last three fiscal years, see "Item 18. Financial Statements – Note 3".

Grünenthal arrangement

In September 2019, Mesoblast entered into a strategic partnership with Grünenthal GmbH (Grünenthal) to develop and commercialize MPC-06-ID, the Company's Phase 3 allogeneic cell therapy candidate for the treatment of chronic low back pain due to degenerative disc disease in patients who have exhausted conservative treatment options. The agreement was amended by the parties in June 2021. Under the partnership, Grünenthal will have exclusive commercialization rights to MPC-06-ID for Europe and Latin America. Mesoblast may receive up to \$112.5 million in upfront and milestone payments prior to product launch, inclusive of \$17.5 million already received, if certain clinical and regulatory milestones are satisfied and reimbursement targets are achieved. Cumulative milestone payments could exceed \$1.0 billion depending on the final outcome of Phase 3 studies and patient adoption. Mesoblast will also receive tiered double-digit royalties on product sales. There cannot be any assurance as to the total amount of future milestone and royalty payments that Mesoblast will receive nor when they will be received.

JCR Pharmaceuticals Co., Ltd.—Hematological Malignancies and Hepatocytes Collaboration in Japan

In October 2013, we acquired all of Osiris Therapeutics, Inc.'s business and assets related to culture expanded MSCs. These assets included assumption of a collaboration agreement with JCR ("JCR Agreement"), which will continue in existence until the later of 15 years from the first commercial sale of any product covered by the agreement and expiration of the last Osiris patent covering any such product. JCR is a research and development oriented pharmaceutical company in Japan. Under the JCR Agreement we assumed from Osiris, JCR has the right to develop our MSCs in two fields for the Japanese market: exclusive in conjunction with the treatment of hematological malignancies by the use of HSCs derived from peripheral blood, cord blood or bone marrow, or the First JCR Field; and non-exclusive for developing assays that use liver cells for non-clinical drug screening and evaluation, or the Second JCR Field. Under the JCR Agreement, JCR obtained rights in Japan to our MSCs, for the treatment of aGVHD. JCR also has a right of first negotiation to obtain rights to commercialize MSC-based products for additional orphan designations in Japan. We retain all rights to those products outside of Japan.

JCR received full approval in September 2015 for its MSC-based product for the treatment of children and adults with aGVHD, TEMCELL. TEMCELL is the first culture-expanded allogeneic cell therapy product to be approved in Japan. It was launched in Japan in February 2016.

Under the JCR Agreement, JCR is responsible for all development and manufacturing costs including sales and marketing expenses. With respect to the First JCR Field, we have received all sales milestone payments, a total of \$3.0 million. Ongoing we are entitled to escalating double-digit royalties in the twenties. These royalties are subject to possible renegotiation downward in the event of competition from non-infringing products in Japan. With respect to the Second JCR Field, we are entitled to a double digit profit share in the fifties.

Intellectual property is licensed both ways under the JCR Agreement, with JCR receiving exclusive and non-exclusive rights as described above from us and granting us non-exclusive, royalty-free rights (excluding in the First JCR Field and Second JCR Field in Japan) under the intellectual property arising out of JCR's development or commercialization of MSC-based products licensed in Japan.

JCR has the right to terminate the JCR Agreement for any reason, and we have a limited right to terminate the JCR Agreement, including a right to terminate in the event of an uncured material breach by JCR. In the event of a termination of the JCR Agreement other than for our breach, JCR must provide us with its owned product registrations and technical data related to MSC-based products licensed in Japan and all licenses of our intellectual property rights will revert to us.

We have expanded our partnership with JCR in Japan for two new indications: for wound healing in patients with EB in October 2018, and for neonatal HIE, a condition suffered by newborns who lack sufficient blood supply and oxygen to the brain, in June 2019. We will receive royalties on TEMCELL product sales for EB and HIE, if and when such indications receive marketing approval in Japan.

We have the right to use all safety and efficacy data generated by JCR in Japan to support our development and commercialization plans for our MSC product candidate remestemcel-L in the United States and other major healthcare markets, including for GVHD, EB and HIE.

Lonza—Manufacturing Collaboration

In September 2011, we entered into a manufacturing services agreement, or MSA, with Lonza Walkersville, Inc. and Lonza Bioscience Singapore Pte. Ltd., collectively referred to as Lonza, a global leader in biopharmaceutical manufacturing. Under the MSA, we pay Lonza on a fee for service basis to provide us with manufacturing process development capabilities for our product candidates, including formulation development, establishment and maintenance of master cell banks, records preparation, process validation, manufacturing and other services.

We have agreed to order a certain percentage of our clinical requirements and commercial requirements for MPC products from Lonza. Lonza has agreed not to manufacture or supply commercially biosimilar versions of any of our product candidates to any third party, during the term of the MSA, subject to our meeting certain thresholds for sales of our products.

We can trigger a process requiring Lonza to construct a purpose-built manufacturing facility exclusively for our product candidates. In return if we exercise this option, we will purchase agreed quantities of our product candidates from this facility. We also have a right to buy out this manufacturing facility at a pre-agreed price two years after the facility receives regulatory approval.

The MSA will expire on the three-year anniversary of the date of the first commercial sale of product supplied under the MSA, unless it is terminated earlier. We have the option of extending the MSA for an additional 10 years, followed by the option to extend for successive three-year periods subject to Lonza's reasonable consent. We may terminate the MSA with two years prior written notice, and Lonza may terminate with five years prior written notice. The MSA may also terminate for other reasons, including if the manufacture or development of a product is suspended or abandoned due to the results of clinical trials or guidance from a regulatory authority. In the event we request that Lonza construct the manufacturing facility described above, neither we nor Lonza may terminate before the third anniversary of the date the facility receives regulatory approval to manufacture our product candidates, except in certain limited circumstances. Upon expiration or termination of the MSA, we have the right to require Lonza to transfer certain technologies and lease the Singapore facility or the portion of such facility where our product candidates are manufactured, subject to good faith negotiations.

We currently rely, and expect to continue to rely, on Lonza for the manufacture of our product candidates for preclinical and clinical testing, as well as for commercial manufacture of our product candidates if marketing approval is obtained.

In October 2019, we entered into an agreement with Lonza for commercial manufacture of remestemcel-L for pediatric SR-aGVHD. This agreement will facilitate inventory build ahead of the planned US market launch of remestemcel-L and commercial supply to meet Mesoblast's long-term market projections. The agreement provides for Lonza to expand its Singapore cGMP facilities if required to meet long-term growth and capacity needs for the product. Additionally, it anticipates introduction of new technologies and process improvements which are expected to result in significant increases in yields and efficiencies.

Singapore Economic Development Board (EDB)—Singapore Operations

In May 2014, the Economic Development Board of Singapore, or EDB, granted us certain financial incentives tied to revenues generated by our Singapore operations, among other things. These incentives include two separate 15-year periods (each broken into five-year increments) of potential incentives, one related primarily to non-manufacturing activities and the other related to manufacturing activities. We will be eligible for these incentives if we meet certain investment or activity thresholds in Singapore, including employment levels, amounts of business or manufacturing related expenses, and the performance of various services including business development, planning, manufacturing, intellectual property management, marketing and distribution.

For example, in order to obtain full financial benefits from the EDB for our manufacturing-related incentives, we must manufacture at least 50% of the global volume of our first three commercial products in Singapore (subject to certain exceptions), and we would be required to construct and operate a manufacturing facility in Singapore, and hire and maintain a specified number of professionals (including supply chain personnel) in connection with the operation of that facility. The activities under our MSA with Lonza could be used to fulfill all or part of the requirements to obtain the EDB financial incentives.

Central Adelaide Local Health Network Incorporated—Mesenchymal Precursor Cell Intellectual Property

In October 2004, we, through our wholly-owned subsidiary, Angioblast Systems Inc., now Mesoblast, Inc., acquired certain intellectual property relating to our MPCs, or Medvet IP, pursuant to an Intellectual Property Assignment Deed, or IP Deed, with Medvet Science Pty Ltd, or Medvet. Medvet's rights under the IP Deed were transferred to Central Adelaide Local Health Network Incorporated, or CALHNI, in November 2011. In connection with our use of the Medvet IP, we are obligated to pay CALHNI, as successor in interest to Medvet, (i) certain aggregated milestone payments of up to \$2.2 million and single-digit royalties on net sales of products covered by the Medvet IP, for cardiac muscle and blood vessel applications and bone and cartilage regeneration and repair applications, subject to minimum annual royalties beginning in the first year of commercial sale of those products and (ii) and single-digit royalties on net sales of the specified products for applications outside the specified fields. Additionally, we are obligated to pay CALHNI a double-digit percentage in the teens of any revenue that we receive in exchange for a grant of a sublicense to the Medvet IP in the specified fields. Under the IP Deed, we also granted to Medvet a non-exclusive, royalty-free license to the Medvet IP for non-commercial, internal research and academic research.

Pursuant to the IP Deed, we were assigned the rights in three U.S. patents or patent applications (including all substitutions, continuations, continuations-in-part, divisional, supplementary protection certificates, renewals, all letters patent granted thereon, and all reissues, reexaminations, extensions, confirmations, revalidations, registrations and patents of addition and foreign equivalents thereof) and all future intellectual property rights, including improvements, that might arise from research conducted at CALHNI related to MPCs and methods of isolating, culturing and expanding MPCs and their use in any therapeutic area. We also acquired all related materials, information and know-how.

Osiris Acquisition—Continuing Obligations

In October 2013, we and Osiris entered into a purchase agreement, as amended, or the Osiris Purchase Agreement, under which we acquired all of Osiris' business and assets related to culture expanded MSCs. Pursuant to the Osiris Purchase Agreement, we also agreed to make certain milestone and royalty payments to Osiris pertaining to remestemcel-L for the treatment of aGVHD and Crohn's disease. Each milestone payment is for a fixed dollar amount and may be paid in cash or our ordinary shares or ADSs, at our option. The maximum amount of future milestone payments we may be required to make to Osiris is \$40.0 million. Any ordinary shares or ADSs we issue as consideration for a milestone payment will be subject to a contractual one year holding period, which may be waived in our discretion. In the event that the price of our ordinary shares or ADSs decreases between the issue date and the expiration of any applicable holding period, we will be required to make an additional payment to Osiris equal to the reduction in the share price multiplied by the amount of issued shares under that milestone payment. This additional payment can be made either wholly in cash or 50% in cash and 50% in our ordinary shares, in our discretion. We have also agreed to pay varying earnout amounts as a percentage of annual net sales of acquired products, ranging from low single-digit to 10% of annual sales in excess of \$750.0 million. These royalty payments will cease after the earlier of a ten year commercial sales period and the first sale of a relevant competing product. The first royalty payments were made in 2016.

In July 2018, we entered into a Development and Commercialization Agreement with Tasly.

The Development and Commercialization Agreement provides Tasly with exclusive rights to develop, manufacture and commercialize REVASCOR in China for the treatment or prevention of CHF and MPC-25-IC for the treatment or prevention of AMI. Tasly will fund all development, manufacturing and commercialization activities in China for REVASCOR and MPC-25-IC. On closing, we received a \$20.0 million upfront technology access fee. Further, we will receive \$25.0 million upon product regulatory approvals in China. Mesoblast will receive double-digit escalating royalties on net product sales. Mesoblast is eligible to receive six escalating milestone payments upon the product candidates reaching certain sales thresholds in China.

Tasly can terminate the Development and Commercialization Agreement with a specified amount of notice, on the later of (a) third anniversary of the agreement coming into effect and (b) receipt of marketing approval in China for each of REVASCOR or MPC-25-IC. Mesoblast has termination rights with respect to certain patent challenges by Tasly and if certain competing activities are undertaken by Tasly. Either party may terminate the agreement on material breach of the agreement if such breach is not cured within the specified cure period or if certain events related to bankruptcy of the other party occur.

TiGenix NV – patent license for treatment of fistulae

In December 2017, we entered into a Patent License Agreement with TiGenix, now a wholly owned subsidiary of Takeda, which granted Takeda exclusive access to certain of our patents to support global commercialization of the adipose-derived MSC product Alofisel®, previously known as Cx601, a product candidate of Takeda, for the local treatment of fistulae. The agreement includes the right for Takeda to grant sub-licenses to affiliates and third parties.

As part of the agreement, we received \$5.9 million (€5.0 million) before withholding tax as a non-refundable upfront payment and a further payment of \$5.9 million (€5.0 million) before withholding tax 12 months after the patent license agreement date. We are entitled to further payments of up to €10.0 million when Takeda reaches certain product regulatory milestones. Additionally, we receive single digit royalties on net sales of Alofisel®.

The agreement will continue in full force in each country (other than the United States) until the date upon which the last issued claim of any licensed patent covering Alofisel® expires in such country (currently expected to be 2029) or, with respect to the United States, until the later of (i) the date upon which the last issued claim of any licensed patent covering Alofisel® in the United States expires (currently expected to be around 2031) or (ii) the expiration of the regulatory exclusivity period in the United States with an agreed maximum term.

Either we or Takeda may terminate the agreement for any material breach that is not cured within 90 days after notice thereof. We also have the right to terminate the agreement, with a written notice in the event that Takeda file a petition in bankruptcy or insolvency or Takeda makes an assignment of substantially all of its assets for the benefit of its creditors.

Takeda have the right to terminate their obligation to pay royalties for net sales in a specific country if it is of the opinion that there is no issued claim of any licensed patent covering Alofisel® in such country, subject to referral of the matter to the joint oversight/cooperation committee established under the agreement if we disagree.

Competition

The biotechnology and pharmaceutical industries are highly competitive and are characterized by rapidly advancing technologies and a strong emphasis on proprietary products. Any product candidates that we and our collaborators successfully develop and commercialize will compete with existing products and new products that may become available in the future.

A number of our potential competitors, particularly large biopharmaceutical companies, have significantly greater financial resources and general expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved products than we do. Our market has been characterized by significant consolidation by pharmaceutical and biotechnology companies, which is likely to result in even more resources being concentrated among a smaller number of our potential competitors.

Government Regulation

We are developing cellular therapy product candidates. These products are subject to extensive legislation. Governmental authorities around the world, including the FDA, are charged with the administration and enforcement of numerous laws and regulations that impact all aspects of the development, production, importing, testing, approval, labeling, promotion, advertising, and sale of products such as ours. Such governmental authorities are also charged with administering what is often a lengthy and technical review and approval process before candidate therapies such as ours may be marketed for any use. Authorization or approval for marketing must generally be obtained from the local health authorities in each country in which the product is to be sold. Approval and authorization procedures may differ from country to country, as may the requirements for maintaining approvals. It is typical however for these procedures to require evidence of rigorous testing and documentation regarding the candidate therapy, which may include significant non-clinical and clinical evaluations. Extensive controls and requirements apply to the non-clinical and clinical development of our therapeutic candidates. Those requirements and their enforcement and implementation by local regulatory authorities around the world significantly impact whether a product candidate can be developed into a marketable product, and notably impact the cost, resources and timing for any such development. Changes in regulatory requirements and differences in requirements from country to country may also increase the costs of bringing new technologies such as ours to market and maintaining approvals, if obtained.

To obtain marketing approval of a new product, an extensive dossier of evidence establishing the safety, efficacy and quality of the product must be submitted for review by regulatory authorities. Dossier form and substance, while often similar may have notable differences in different countries. Submission of an application to regulators does not guarantee approval to market that product, despite the fact that criteria for approval in many countries may be quite similar. Some regulatory authorities may require additional data and analyses, and may have standards that apply that are more stringent than others for review of the submitted dossier and content. Additionally, the review process, risk tolerance, and openness to new technologies may vary from country to country.

Obtaining marketing approval can take several months to several years, depending on the country, the quality of the data, the efficiencies and procedures of the reviewing regulatory authority and their familiarity with the product technology. Some countries, like the US, may have accelerated approval processes for certain categories of products, for example products which represent a breakthrough in the field, or which meet certain thresholds and have obtained certain designations of particular interest. Nevertheless, ultimate availability to patients may be affected, even post approval, by requirements in some countries to negotiate selling prices and reimbursement terms with government regulators or other payors.

Maintaining marketing approval may require the conduct of additional post-approval studies in some situations, and the continued capture, monitoring and assessment of safety and other information about the product, as well as adherence to requirements to ensure the purity and integrity of manufactured product. The process for obtaining and maintaining regulatory authorizations and approvals to market our products and the subsequent compliance with appropriate federal, state, local and foreign laws and regulations require the expenditure of substantial time and the commitment of significant financial and other resources, and we may not be able to obtain the required regulatory approvals.

Product Development Process

All of our product candidates are regulated as biological products by the Center for Biologics Evaluation and Research in the FDA. In the United States, biological products are subject to federal regulation under the Federal Food, Drug, and Cosmetic Act ("FDCA"), the Public Health Service ("PHS") Act, and other federal, state, local and foreign statutes and regulations. Both the FDCA and the PHS Act, as applicable, and their corresponding regulations govern, among other things, the testing, manufacturing, safety, efficacy, labeling, packaging, storage, record keeping, distribution, import, export, reporting, advertising and other promotional practices involving drugs and biological products. Before clinical testing of a new drug or biological product may commence, the sponsor of the clinical study must submit an application for investigational new drug ("IND") application to FDA, which must include, among other information, the proposed clinical study protocol(s). To obtain marketing authorization once clinical testing has concluded, a BLA must be submitted for FDA approval.

The process required by the FDA before a biological product may be marketed in the U.S. generally involves the following:

- completion of nonclinical laboratory studies, meaning in vivo and in vitro experiments in which an investigational product is studied prospectively in a test system under laboratory conditions to determine its safety, must be conducted according to cGLP (good laboratory practice) regulations, as well as, in the case of nonclinical laboratory studies involving animal test systems, in accordance with applicable requirements for the humane use of laboratory animals and other applicable regulations;
- submission to the FDA of an application for an IND, which must become effective before human clinical studies may begin;

- performance of adequate and well-controlled human clinical studies according to the FDA's cGCPs (good clinical practices) and all other applicable regulatory requirements for the protection of human research subjects and their health information, to establish the safety, purity and potency of the proposed product for its intended use and to ensure the product has an appropriate risk-benefit profile;
- development and demonstration of a manufacturing process that can produce product of consistent and adequate quality;
- submission to the FDA of a BLA for marketing approval demonstrating the quality, safety, and efficacy of the product which must be supported by substantial evidence from adequate and well-controlled clinical investigations as well as demonstration of mode of action through non-clinical studies, evidence to support appropriate manufacturing capabilities and controls, and evidence of the stability of the product in the form it is intended to be provided;
- negotiation with FDA of proposed product labeling (and determination of appropriate risk mitigation strategies and programs, if any required), as well as participation in any required advisory committee proceedings;
- satisfactory completion of an FDA inspection of all manufacturing, testing and distribution facilities where the product is produced, tested or stored and distributed, to assess compliance with cGMP (good manufacturing practices) to assure that the facilities, methods and controls for production are adequate to preserve the product's identity, strength, purity and potency;
- potential FDA inspection of nonclinical facilities and likely inspection of select clinical study sites that generated the data in support of the BLA; and
- FDA review and approval of the BLA.

Human testing of a biological product candidate is preceded by preclinical testing, including nonclinical laboratory studies in which the product candidate is studied prospectively in a test system under laboratory conditions to determine its safety. A test system may include any animal, plant, microorganism, or subparts thereof to which the test or control article is administered or added for study.

The clinical study sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and a proposed clinical protocol, to the FDA as part of the IND. Some preclinical testing may continue even after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA places the clinical study covered by the IND on a clinical hold within that 30-day time period. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical study can begin. The FDA may also impose clinical holds on a product candidate at any time during clinical studies due to safety concerns or non-compliance. If the FDA imposes a clinical hold, studies may not recommence unless FDA removes the clinical hold and then only under terms authorized by the FDA. Accordingly, we cannot be sure that submission of an IND will result in the FDA allowing clinical studies to begin, or that, once begun, issues will not arise that suspend or terminate such studies.

Clinical studies involve the administration of the product candidate to subjects under the supervision of qualified independent investigators, generally physicians or other qualified scientists and medical personnel who are not employed by or under the study sponsor's control. Clinical studies are conducted under protocols detailing, among other things, the objectives of the clinical study, dosing procedures, subject selection and exclusion criteria, and the parameters to be used to monitor subject safety, including stopping rules that assure a clinical study will be stopped if certain adverse events, or AEs, should occur. Each new protocol and certain amendments to the protocol must be submitted to the FDA. Clinical studies must be conducted in accordance with the FDA's cGCP regulations and guidance, and monitored to ensure compliance with applicable regulatory requirements. These include the requirement that written informed consent is obtained from all subjects who participate in the study. Further, each clinical study must be reviewed and approved by an independent Institutional Review Board, or IRB, at or servicing each institution at which the clinical study will be conducted. An IRB is charged with protecting the welfare and rights of study participants and considers such items as whether the risks to individuals participating in the clinical studies are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the form and content of the informed consent document that must be signed by each clinical study subject or his or her legal representative and must monitor the clinical study until completed. Throughout the study, certain information about certain serious adverse events must be reported to the IRB, in some cases on an expedited basis, and to FDA (as well as to regulators in other countries in which studies of the product are also being conducted).

Human clinical studies are typically conducted in three sequential phases that may in some cases overlap or be combined:

- **Phase 1.** The product candidate is initially introduced into a small number of human subjects. In the case of cellular therapy products, the initial human testing is conducted in patients with the disease or condition targeted by the biological product candidate. Phase 1 studies are intended to determine the metabolism and pharmacologic actions (including adverse reactions), the side effects associated with increasing doses, immunogenicity, and, if possible, to gain early

evidence of effectiveness. The information obtained in Phase 1 should be sufficient to permit the design of well-controlled, scientifically valid Phase 2 studies.

- **Phase 2.** Controlled clinical studies are conducted in a larger number of human subjects to evaluate the effectiveness of the drug for a particular indication or indications in patients with the disease or condition under study. Phase 2 studies are intended to assess side effects and risks, and to examine exposure–response relationships, and to further explore pharmacologic actions and immunogenicity associated with the drug. These studies also provide helpful information for the design of phase 3 studies.
- **Phase 3.** Assuming preliminary evidence suggesting effectiveness has been obtained in phase 2 (generally considered to be “proof of concept”), controlled studies are conducted in a larger group of subjects to gather additional information about effectiveness and safety in order to evaluate the overall benefit-risk relationship of the drug and to provide an adequate basis for physician labeling.

Post-approval clinical studies, sometimes referred to as Phase 4 clinical studies, may be conducted after initial marketing approval. In some cases, FDA may require a Phase 4 study to be performed as a condition of product approval. Sponsors also can voluntarily conduct Phase 4 studies to gain additional experience from the treatment of patients in the intended therapeutic indication, particularly for long-term safety follow-up or in select populations. FDA regulations extend to all phases of clinical development and apply to sponsors and investigators of clinical studies. FDA oversight includes inspection of the sites and investigators involved in conducting the studies.

Concurrent with clinical studies, companies usually complete additional animal studies, and must also develop additional information about the physical characteristics of the biological product as well as finalize a process for manufacturing the product in commercial quantities in accordance with cGMP requirements.

To help reduce the risk of the introduction of adventitious agents with use of biological products, the PHS Act emphasizes the importance of manufacturing control for products whose attributes cannot be precisely defined. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things; the sponsor must develop methods for testing the identity, purity and potency of the final biological product. All such testing and controls requires the application of significant human and financial resources.

Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the biological product candidate does not undergo unacceptable deterioration over its shelf life.

U.S. Review and Approval Processes

After the completion of clinical studies of a product candidate, FDA approval of a BLA must be obtained before commercial marketing of the biological product. The BLA must include results of product development, laboratory and animal studies, human studies, information on the manufacture and composition of the product, proposed labeling and other relevant information. In addition, under the Pediatric Research Equity Act (“PREA”), a BLA or supplement to a BLA must contain data to assess the safety and effectiveness of the product for the claimed indications in all relevant pediatric subpopulations and to support dosing and administration for each pediatric subpopulation for which the product is safe and effective. The FDA may grant deferrals for submission of data or full or partial waivers. Unless otherwise required by regulation, PREA does not apply to any biological product for an indication for which orphan designation has been granted. The testing and approval processes require substantial time and effort and there can be no assurance that the FDA will accept the BLA for filing and, even if filed, that any approval will be granted on a timely basis, if at all.

Under the Prescription Drug User Fee Act (“PDUFA”), as amended, each BLA must be accompanied by a substantial user fee. PDUFA also imposes an annual product fee for biologics and an annual establishment fee on facilities used to manufacture prescription biologics. Fee waivers or reductions are available in certain circumstances, including a waiver of the application fee for the first application filed by a small business.

Additionally, an application fee is not assessed on BLAs for products designated as orphan drugs, unless the product also includes a non-orphan indication.

Within 60 days following submission of the application, the FDA reviews the BLA submitted to determine if it is substantially complete before the agency accepts it for filing. The FDA may refuse to file any marketing application that it deems incomplete or not properly reviewable at the time of submission and may request additional information. In this event, the BLA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review of the BLA. The FDA reviews the application to determine, among other things, whether the proposed product is safe and effective, for its intended use, and has an acceptable purity

profile, and whether the product is being manufactured in accordance with cGMP to assure and preserve the product's identity, safety, potency and purity. The FDA may refer applications for novel products or products that present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and a recommendation as to whether the application should be approved and under what conditions. The FDA is not bound by the recommendations of an advisory committee, but it considers such recommendations carefully when making decisions. During the product approval process, the FDA also will determine whether a Risk Evaluation and Mitigation Strategy, or REMS, is necessary to assure the safe use of the product. If the FDA concludes a REMS is needed, the sponsor of the BLA must submit a proposed REMS; the FDA will not approve the application without a REMS, if required.

Before approving a BLA, the FDA will typically inspect the facilities at which the product is manufactured. The FDA will not approve the product unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving a BLA, the FDA will typically inspect one or more clinical sites to assure that the clinical studies were conducted in compliance with IND study and cGCP requirements. To assure cGMP and cGCP compliance, an applicant must incur significant expenditure of time, money and effort in the areas of training, record keeping, production, and quality control.

Notwithstanding the submission of relevant data and information, the FDA may ultimately decide that the BLA does not satisfy its regulatory criteria for approval and deny approval. Data obtained from clinical studies are not always conclusive and the FDA may interpret data differently than we interpret the same data. If the agency decides not to approve the marketing application, it will issue a complete response letter describing specific deficiencies in the application identified by the FDA. Additionally, the complete response letter may recommend actions that the applicant might take to place the application in a condition for approval. Such recommended actions could include the conduct of additional studies. If a complete response letter is issued, the applicant may either resubmit the BLA, addressing all of the deficiencies identified in the letter, or withdraw the application.

If a product receives regulatory approval, the approval may be significantly limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. The FDA may impose restrictions and conditions on product distribution, prescribing, or dispensing in the form of a risk management plan, or otherwise limit the scope of any approval. In addition, the FDA may require post-approval clinical studies, to further assess a product's safety and effectiveness, and testing and surveillance programs to monitor the safety of approved products that have been commercialized.

One of the performance goals agreed to by the FDA under the PDUFA is to complete its review of 90% of standard BLAs within 10 months from filing and 90% of priority BLAs within six months from filing, whereupon a review decision is to be made. The FDA does not always meet its PDUFA goal dates and its review goals are subject to change from time to time. The review process and the PDUFA goal date may be extended by three months if the FDA requests or the application sponsor otherwise provides additional information or clarification regarding information already provided in the submission within the last three months before the PDUFA goal date.

Post-Approval Requirements

Maintaining substantial compliance with applicable federal, state, and local statutes and regulations requires the expenditure of substantial time and the commitment of substantial human and financial resources. Rigorous and extensive FDA regulation of biological products continues after approval, particularly with respect to cGMP. We will rely, and expect to continue to rely, on third parties for the production of clinical and commercial quantities of any products that we may commercialize. Manufacturers of our products are required to comply with applicable requirements in the cGMP regulations, including quality control and quality assurance and maintenance of records and documentation.

Other post-approval requirements applicable to drug and biological products include reporting post marketing surveillance to continuously monitor the safety of the approved product. This is done through the collection of spontaneous reports of adverse events and side effects, the assessment of safety signals, if any, and prescription event monitoring, among other methods. FDA maintains a system of postmarketing surveillance because all possible side effects of a new drug may not be evident in preapproval studies, which involve only several hundred to several thousand patients. Through postmarketing surveillance and risk assessment programs, FDA and sponsors seek to identify adverse events that did not appear during the drug approval process. In addition, FDA monitors adverse events such as adverse reactions and poisonings. FDA may use this information for a variety of purposes to identify safety signals not previously identified with the product, to update drug labeling, and, on rare occasions, to reevaluate the approval or marketing decision with respect to a product.

In addition, post-approval regulatory requirements include reporting of cGMP deviations that may affect the identity, potency, purity and overall safety of a distributed product, record-keeping requirements, and complying with electronic record and signature requirements. After a BLA is approved, the product also may be subject to official lot release. As part of the manufacturing process,

the manufacturer is required to perform certain tests on each lot of the product before it is released for distribution. If the product is subject to official release by the FDA, the manufacturer submits samples of each lot of product to the FDA together with a release protocol showing a summary of the history of manufacture of the lot and the results of all of the manufacturer's tests performed on the lot. The FDA also may perform certain confirmatory tests on lots of some products before releasing the lots for distribution by the manufacturer. In addition, the FDA conducts laboratory research related to the regulatory standards on the safety, purity, potency, and effectiveness of drug and biological products. The FDA will also conduct routine scheduled and unannounced inspections of drug production and control facilities and processes, using field investigators and analysts, to assure ongoing safety and effectiveness of approved marketed products. Inspections may be made in conjunction with regulators from other jurisdictions and in certain cases, inspection findings and observations may be made public or may impair our ability to use the inspected facility, or to continue to produce and market a product.

We also must comply with the FDA's advertising and promotion requirements, such as those related to direct-to-consumer advertising, the prohibition on promoting products for uses or in patient populations that are not described in the product's approved labeling (known as "off-label use"), industry-sponsored scientific and educational activities, and promotional activities involving the internet and notably, social media. In addition, discovery of previously unknown problems or the failure to comply with the applicable regulatory requirements may result in restrictions on the marketing of a product or withdrawal of the product from the market as well as possible civil or criminal sanctions. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval, may subject an applicant or manufacturer to administrative or judicial civil or criminal sanctions and adverse publicity. Sanctions authorized under FDA's legal authorities could include refusal to approve pending applications, withdrawal of an approval, clinical hold, warning or untitled letters, product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, mandated corrective advertising or communications with doctors, debarment, restitution, disgorgement of profits, or civil or criminal penalties.

Violations of the FDCA may serve as a basis for the refusal of, or exclusion from, government contracts, including federal reimbursement programs, as well as other adverse consequences including lawsuits and actions by state attorneys general. Any agency or judicial enforcement action could have a material adverse effect on us. Drug and biological product manufacturers and other entities involved in the manufacture and distribution of approved drug or biological products are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with cGMPs and other laws. Accordingly, manufacturers must continue to expend time, money, and effort in the area of production and quality control to maintain cGMP compliance. Discovery of problems with a product after approval may result in restrictions on a product, manufacturer, or holder of an approved BLA, including withdrawal of the product from the market. In addition, changes to a manufacturing process or facility generally require prior FDA approval before being implemented and other types of changes to the approved product, such as adding new indications and additional labeling claims, are also subject to further FDA review and approval.

U.S. Patent Term Restoration and Marketing Exclusivity

Depending upon the timing, duration and specifics of the FDA approval of the use of our product candidates, some of our U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, commonly referred to as the Hatch-Waxman Amendments. The Hatch-Waxman Amendments permit a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. However, patent term restoration cannot extend the remaining term of a patent beyond a total of 14 years from the product's approval date. The patent term restoration period is generally one-half the time between the effective date of an IND and the submission date of a new drug application, or NDA, or BLA plus the time between the submission date of an NDA or BLA and the approval of that application. Only one patent applicable to an approved product is eligible for the extension and the application for the extension must be submitted prior to the expiration of the patent. The U.S. Patent and Trademark Office, in consultation with the FDA, reviews and approves the application for any patent term extension or restoration.

Under the Hatch-Waxman Amendments, a drug product containing a new chemical entity as its active ingredient is entitled to five years of market exclusivity, and a product for which the sponsor is required to generate new clinical data is entitled to three years of market exclusivity. A drug or biological product can also obtain pediatric market exclusivity in the U.S. Pediatric exclusivity, if granted, adds six months to existing exclusivity periods and patent terms. This six-month exclusivity, which runs from the end of other exclusivity protection or patent term, may be granted based on the voluntary completion of a pediatric study in accordance with an FDA-issued "Written Request" for such a study.

The Biologics Price Competition and Innovation Act of 2009 created an abbreviated approval pathway for biological products shown to be similar to, or interchangeable with, an FDA-licensed reference biological product. Biosimilarity, which requires that there be no clinically meaningful differences between the biological product and the reference product in terms of safety, purity, and potency, can be shown through analytical studies, animal studies, and a clinical study or studies. Interchangeability requires that a product is biosimilar to the reference product and the product must demonstrate that it can be expected to produce the same clinical

results as the reference product and, for products administered multiple times, the biologic and the reference biologic may be switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic.

A new biologic is granted 12 years of exclusivity from the time of first licensure during which a biosimilar may not be launched.

Government Regulation Outside of the U.S.

European Union Regulation

In addition to regulations in the U.S., we will be subject to a variety of regulations in other jurisdictions governing, among other things, clinical studies and any commercial sales and distribution of our products. In particular, we view the EU and Japan as important jurisdictions for our business.

For purposes of developing our products, we must obtain the requisite approvals from regulatory authorities in each country prior to the commencement of clinical studies or marketing of the product in those countries. Certain countries outside of the U.S. have a similar process that requires the submission of a clinical study application much like the IND prior to the commencement of human clinical studies. In the EU, for example, a clinical trial application (“CTA”), must be submitted to each country’s national health authority and an independent ethics committee, much like the FDA and the IRB, respectively. Once the CTA is approved in accordance with a country’s requirements, clinical study development may proceed.

The EU has two main procedures for obtaining marketing authorizations in the EU Member States: a centralized procedure or national authorization procedure, under the latter of which one can seek to go through the mutual recognition procedure or the decentralized procedure. All biotechnology products are assessed through the centralized procedure.

Under the centralized authorization procedure, sponsors submit a single marketing-authorization application to the EMA. This allows the marketing-authorization holder to market the product and make it available to patients and healthcare professionals throughout the EU on the basis of a single marketing authorization. EMA’s Committee for Medicinal products for Human Use (“CHMP”) carries out a scientific assessment of the application and give a recommendation on whether the medicine should be marketed or not. Once granted by the EMA, the centralized marketing authorization is valid in all EU Member States as well as in the European Economic Area countries Iceland, Liechtenstein and Norway. The centralized procedure is mandatory for biotechnology products.

Any product candidates we seek to commercialize in the EU are subject to review and approval by the European Medicines Authority (“EMA”). Submissions for marketing authorization to the EMA must be received and validated by that body which appoints a Rapporteur and Co-Rapporteur to review it. The entire review process must be completed within 210 days, with a “clock-stop” at day 120 to allow the submitting company to respond to questions set forth in the Rapporteur and Co-Rapporteur’s assessment report. Once the company responds in full, the clock for review re-starts on day 121. If further clarification is needed, the EMA may request an Oral Explanation on day 180, and the company submitting the application must appear before the CHMP to provide the requested information. On day 210, the CHMP will vote to recommend for or against the approval of the application. The final decision of EMA for marketing authorization following a positive CHMP recommendation is typically made within 60 days, with a draft decision within 15 days of the CHMP recommendation.

After Marketing Authorizations have been granted, the company must submit periodic safety reports to the EMA (if approval was granted under the Centralized Procedure) or to the National Health Authorities (if approval was granted under the DCP or the MRP). In addition, pharmacovigilance measures must be implemented and monitored to ensure appropriate adverse event collection, evaluation and expedited reporting, as well as timely updates to any applicable risk management plans. For some medications, post approval studies may be required to complement available data with additional data to evaluate long term effects or to gather additional efficacy data.

European marketing authorizations have an initial duration of five years. After this time, the marketing authorization may be renewed by the competent authority on the basis of re-evaluation of the risk/benefit balance. Any marketing authorization which is not followed within three years of its granting by the actual placing on the market of the corresponding medicinal product ceases to be valid.

To obtain regulatory approval of an investigational biological product under EU regulatory systems, we must submit a marketing authorization application. The application used to file the BLA in the U.S. is similar to that required in the EU, with the exception of, among other things, country-specific document requirements. The EU also provides opportunities for market exclusivity. For example, in the EU, upon receiving marketing authorization, new chemical entities generally receive eight years of data exclusivity and an additional two years of market exclusivity. If granted, data exclusivity prevents regulatory authorities in the EU from referencing the innovator's data to assess a generic application. During the additional two-year period of market exclusivity, a generic marketing authorization can be submitted, and the innovator's data may be referenced, but no generic product can be marketed until the expiration of the market exclusivity. However, there is no guarantee that a product will be considered by the EU's regulatory authorities to be a new chemical entity, and products may not qualify for data exclusivity. Products receiving orphan designation in the EU can receive 10 years of market exclusivity, during which time no similar medicinal product for the same indication may be placed on the market. An orphan product can also obtain an additional two years of market exclusivity in the EU for pediatric studies. No extension to any supplementary protection certificate can be granted on the basis of pediatric studies for orphan indications.

The criteria for designating an "orphan medicinal product" in the EU are similar in principle to those in the U.S. Under Article 3 of Regulation (EC) 141/2000, a medicinal product may be designated as orphan if (1) it is intended for the diagnosis, prevention or treatment of a life-threatening or chronically debilitating condition; (2) either (a) such condition affects no more than five in 10,000 persons in the EU when the application is made, or (b) the product, without the benefits derived from orphan status, would not generate sufficient return in the EU to justify investment; and (3) there exists no satisfactory method of diagnosis, prevention or treatment of such condition authorized for marketing in the EU, or if such a method exists, the product will be of significant benefit to those affected by the condition, as defined in Regulation (EC) 847/2000. Orphan medicinal products are eligible for financial incentives such as reduction of fees or fee waivers and are, upon grant of a marketing authorization, entitled to 10 years of market exclusivity for the approved therapeutic indication. The application for orphan drug designation must be submitted before the application for marketing authorization. The applicant will receive a fee reduction for the marketing authorization application if the orphan drug designation has been granted, but not if the designation is still pending at the time the marketing authorization is submitted. Orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review and approval process.

The 10-year market exclusivity may be reduced to six years if, at the end of the fifth year, it is established that the product no longer meets the criteria for orphan designation, for example, if the product is sufficiently profitable not to justify maintenance of market exclusivity. Additionally, marketing authorization may be granted to a similar product for the same indication at any time if:

- the second applicant can establish that its product, although similar, is safer, more effective or otherwise clinically superior;
- the applicant consents to a second orphan medicinal product application; or
- the applicant cannot supply enough orphan medicinal product.

In addition to law and regulation specific to drug development, we note that new data protection regulations that have gone into effect in Europe are likely to have a significant impact on our activities, personnel, and may have an impact on our ability to timely complete clinical trials and effectively develop and commercialize our product candidates. The General Data Protection Regulation (the "GDPR") was approved and adopted by the EU Parliament in April 2016 and went into effect on May 25, 2018. Unlike a Directive, the GDPR does not require any enabling legislation to be passed by any government. The GDPR not only applies to organizations located within the EU but may also apply to organizations located outside of the EU if they offer goods or services to, or monitor the behavior of, EU data subjects or if they process the personal data of subjects residing in the European Union. The implications of this regulation are therefore far reaching and may impose significant burdens on the Company and its processes and systems. Additionally, the UK government has implemented a Data Protection Bill, which also went into effect on May 25, 2018, that substantially implements the GDPR. For other countries outside of the EU, such as countries in Eastern Europe, Latin America or Asia, the requirements governing the conduct of clinical studies, product licensing, coverage, pricing and reimbursement vary from country to country. In all cases, again, the clinical studies are conducted in accordance with cGCP and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki.

If we fail to comply with applicable foreign regulatory requirements, we may be subject to, among other things, fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

Pharmaceutical Coverage, Pricing and Reimbursement

Significant uncertainty exists as to the coverage and reimbursement status of any product candidates for which we obtain regulatory approval. In the U.S. and markets in other countries, sales of any products for which we receive regulatory approval for commercial sale will depend, in part, on the availability of coverage and adequate reimbursement from third-party payors. Third-party payors include government programs such as Medicare or Medicaid, managed care plans, private health insurers, and other organizations. These third-party payors may deny coverage or reimbursement for a product or therapy in whole or in part if they determine that the product or therapy was not medically appropriate or necessary. Third-party payors may attempt to control costs by limiting coverage to specific drug products on an approved list, or formulary, which might not include all of the FDA-approved drug products for a particular indication, and by limiting the amount of reimbursement for particular procedures or drug treatments. In addition, in the United States, participation in government health programs such as Medicare and Medicaid are subject to complex rules and controls relating to price reporting and calculation of prices to ensure that pricing provided to government entities for periodic reporting purposes is aligned and compliant with numerous complex statutory requirements. The infrastructure and/or external resources necessary to ensure continued compliance with these requirements is extensive and manufacturers are subject to audit both by the Centers for Medicare and Medicaid Services and by State Medicaid authorities.

The cost of pharmaceuticals and devices continues to generate substantial governmental and third-party payor interest. We expect that the pharmaceutical industry will experience pricing pressures due to the trend toward managed healthcare, the increasing influence of managed care organizations and additional legislative proposals. Third-party payors are increasingly challenging the price and examining the medical necessity and cost-effectiveness of medical products and services, in addition to their safety and efficacy. We may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of our products, in addition to the costs required to obtain the FDA approvals. Our product candidates may not be considered medically necessary or cost-effective. A payor's decision to provide coverage for a drug product does not imply that an adequate reimbursement rate will be approved. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development.

Some third-party payors also require pre-approval of coverage for new or innovative devices or drug therapies before they will reimburse healthcare providers who use such therapies. While we cannot predict whether any proposed cost-containment measures will be adopted or otherwise implemented in the future, these requirements or any announcement or adoption of such proposals could have a material adverse effect on our ability to obtain adequate prices for our product candidates and to operate profitably.

In international markets, reimbursement and healthcare payment systems vary significantly by country, and many countries have instituted price ceilings on specific products and therapies. There can be no assurance that our products will be considered medically reasonable and necessary for a specific indication, that our products will be considered cost-effective by third-party payors, that coverage or an adequate level of reimbursement will be available or that the third-party payors reimbursement policies will not adversely affect our ability to sell our product profitably.

Healthcare Reform

In the U.S. and foreign jurisdictions, there have been a number of legislative and regulatory changes to the healthcare system that could affect our future results of operations. In particular, there have been and continue to be a number of initiatives at the U.S. federal and state levels that seek to reduce healthcare costs. In the U.S., the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, or the Medicare Modernization Act, changed the way Medicare covers and pays for pharmaceutical products. The Medicare Modernization Act expanded Medicare coverage for drug purchases by the elderly by establishing Medicare Part D and introduced a new reimbursement methodology based on average sales prices for physician administered drugs under Medicare Part B. In addition, this legislation provided authority for limiting the number of drugs that will be covered in any therapeutic class under the new Medicare Part D program. Cost reduction initiatives and other provisions of this legislation could decrease the coverage and reimbursement rate that we receive for any of our approved products. While the Medicare Modernization Act applies only to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own reimbursement rates.

Therefore, any reduction in reimbursement that results from the Medicare Modernization Act may result in a similar reduction in payments from private payors.

In March 2010, President Obama signed into law the ACA, a sweeping law intended to broaden access to health insurance, reduce or constrain the growth of healthcare spending, enhance remedies against healthcare fraud and abuse, add new transparency requirements for healthcare and health insurance industries, impose new taxes and fees on pharmaceutical and medical device manufacturers and impose additional health policy reforms. We expect that the rebates, discounts, taxes and other costs resulting from the ACA over time will have a negative effect on our expenses and profitability in the future. Furthermore, expanded government investigative authority and increased disclosure obligations may increase the cost of compliance with new regulations and programs.

The current presidential administration and Congress are also expected to continue recent attempts to make changes to the current health care laws and regulations. The impact of those changes on us and potential effect on the pharmaceutical industry as a whole is currently unknown. But, any changes to the health care laws or regulations, especially to Medicare drug reimbursement, are likely to have an impact on our results of operations and may have a material adverse effect on our results of operations. We cannot predict what other health care programs and regulations will ultimately be implemented at the federal or state level or the effect of any future legislation or regulation in the United States may have on our business.

It is possible that healthcare reform measures that have been and may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved product, and could seriously harm our future revenue. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors, and formulary restrictions among private payors including the largest pharmacy benefit managers have increased over recent months, especially as regards to new and high cost market entrants. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability, or commercialize our products.

In addition, different pricing and reimbursement schemes exist in other countries. In the European Community, governments influence the price of pharmaceutical products through their pricing and reimbursement rules and control of national healthcare systems that fund a large part of the cost of those products to consumers. Some jurisdictions operate positive and negative list systems under which products may be marketed only once a reimbursement price has been agreed upon. Some of these countries may require, as condition of obtaining reimbursement or pricing approval, the completion of clinical trials that compare the cost-effectiveness of a particular product candidate to currently available therapies. Other member states allow companies to fix their own prices for medicines but monitor and control company profits. The downward pressure on healthcare costs in general, particularly prescription drugs, has become very intense. As a result, increasingly high barriers are being erected to the entry of new products. In addition, in some countries, cross-border imports from low-priced markets exert a commercial pressure on pricing within a country.

Other Healthcare Laws and Compliance Requirements

In the U.S., the research, manufacturing, distribution, sale and promotion of drug products, including biologics, and medical devices are potentially subject to regulation by various federal, state and local authorities in addition to the FDA, divisions of the U.S. Department of Health and Human Services, including the Office of Inspector General and the Centers for Medicare and Medicaid Services, the U.S. Department of Justice, state Attorneys General, and other state and local government agencies. For example, sales, marketing and scientific/educational grant programs must comply with fraud and abuse laws such as the federal Anti-Kickback Statute, as amended, the federal False Claims Act, as amended, and similar state laws. Pricing and rebate programs must comply with the Medicaid Drug Rebate Program requirements of the Omnibus Budget Reconciliation Act of 1990, as amended, and the Veterans Health Care Act of 1992, as amended. If products are made available to authorized users of the Federal Supply Schedule of the General Services Administration, additional laws and requirements apply. All of these activities are also potentially subject to federal and state consumer protection and unfair competition laws.

The federal Anti-Kickback Statute prohibits any person, including a prescription drug manufacturer (or a party acting on its behalf), from knowingly and willfully soliciting, receiving, offering or providing remuneration, directly or indirectly, to induce or reward either the referral of an individual, or the furnishing, recommending, or arranging for a good or service, for which payment may be made under a federal healthcare program such as the Medicare and Medicaid programs. This statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on one hand and prescribers, purchasers, and formulary managers on the other. The term "remuneration" has been broadly interpreted to include anything of value, including for example, gifts, discounts, the furnishing of supplies or equipment, credit arrangements, payments of cash, waivers of payments, ownership interests and providing anything at less than its fair market value. Even the award of grant moneys, or the provision of in kind support, publicity and even authorship, in certain cases, may be deemed to be "remuneration." Although there are a number of statutory exceptions and regulatory safe harbors protecting certain business arrangements from prosecution, the exception and safe harbors are drawn narrowly, and practices that involve remuneration intended to induce prescribing, purchasing or recommending may be subject to scrutiny if they do not qualify for an exception or safe harbor. Our practices may not in all cases meet all of the criteria for safe harbor protection from federal Anti-Kickback Statute liability. The reach of the Anti-Kickback Statute was broadened by the recently enacted ACA, so that the government need no longer prove, for purposes of establishing intent under the federal Anti-Kickback Statute, that a person or entity had actual knowledge of the statute or specific intent to violate it. In addition, the ACA provides that a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the federal False Claims Act (discussed below). Additionally, many states have adopted laws similar to the federal Anti-Kickback Statute, and some of these state prohibitions apply to the referral of patients for healthcare items or services reimbursed by any third-party payor, including private payors. In at least some cases, these state laws do not contain safe harbors.

The federal False Claims Act imposes liability on any person or entity that, among other things, knowingly presents, or causes to be presented, a false or fraudulent claim for payment by a federal healthcare program. The qui tam provisions of the False Claims Act allow a private individual to bring civil actions on behalf of the federal government and share in any recovery. In recent years, the number of suits brought by private individuals has increased dramatically. In addition, various states have enacted false claims laws analogous to the False Claims Act. Many of these state laws apply where a claim is submitted to any third-party payor and not merely a federal healthcare program. There are many potential bases for liability under the False Claims Act. Liability arises, primarily, when an entity knowingly submits, or causes another to submit, a false claim for reimbursement to the federal government. The False Claims Act has been used to assert liability on the basis of inadequate care, kickbacks and other improper referrals, improperly reported government pricing metrics such as Best Price or Average Manufacturer Price, improper use of Medicare numbers when detailing the provider of services, improper promotion of off-label uses (i.e., uses not expressly approved by FDA in a drug's label), and allegations as to misrepresentations with respect to the services rendered.

Substantial resources have been allocated by both the Department of Justice and the Federal Bureau of Investigation, among other branches of the US government to identify and investigate possible health care fraud activities. Recent investigations include those relating to allegedly egregious price increases by manufacturers and alleged fraud involving co-pay arrangements supported by sponsors. As new theories of liability arise, there is a corresponding cost of doing business in order to maintain compliance.

Our future activities relating to the reporting of discount and rebate information and other information affecting federal, provincial, state and third party reimbursement of our products, and the sale and marketing of our products and our service arrangements or data purchases, among other activities, may be subject to scrutiny under these laws. We are unable to predict whether we would be subject to actions under the False Claims Act or a similar state law, or the impact of such actions. However, the cost of defending such claims, as well as any sanctions imposed, could adversely affect our financial performance. Also, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), created several new federal crimes including healthcare fraud and false statements relating to healthcare matters. The healthcare fraud provision of HIPAA prohibits knowingly and willfully executing a scheme to defraud any healthcare benefit program, including private third-party payors. The false statements provision prohibits knowingly and willfully falsifying, concealing or covering up a material fact or making any materially false, fictitious or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services.

In addition, we may be subject to, or our marketing activities may be limited by, data privacy and security regulation by both the federal government and the states in which we conduct our business. For example, HIPAA and its implementing regulations established uniform federal standards for certain "covered entities" (healthcare providers, health plans and healthcare clearinghouses) governing the conduct of certain electronic healthcare transactions and protecting the security and privacy of protected health information. The American Recovery and Reinvestment Act of 2009, commonly referred to as the economic stimulus package, included expansion of HIPAA's privacy and security standards called the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which became effective on February 17, 2010. Among other things, HITECH makes HIPAA's privacy and security standards directly applicable to "business associates"—independent contractors or agents of covered entities that create, receive, maintain, or transmit protected health information in connection with providing a service for or on behalf of a covered entity. HITECH also increased the civil and criminal penalties that may be imposed against covered entities, business associates and possibly other persons, and gave state attorneys general new authority to file civil actions for damages or injunctions in federal courts to enforce the federal HIPAA laws and seek attorney's fees and costs associated with pursuing federal civil actions.

There are also an increasing number of state "sunshine" laws that require manufacturers to make reports to states on pricing and marketing information, as well as regarding payments to healthcare professionals. Several states have enacted legislation requiring pharmaceutical companies to, among other things, establish marketing compliance programs, file periodic reports with the state, make periodic public disclosures on sales, marketing, pricing, clinical trials and other activities, and/or register their sales representatives, as well as to prohibit certain other sales and marketing practices. State laws are not harmonized and contain different reporting requirements and restrictions which must be noted and adhered to. We currently do not report under these state laws, but will be required to do if we are successful in obtaining marketing authorization for our products. We will need to develop the infrastructure or rely on third party contractors to assist us in our compliance with these laws, and failure to comply may result in financial and other penalties and consequences. In addition, beginning in 2013, a similar "sunshine" federal requirement began requiring manufacturers to track and report to the federal government certain payments and other transfers of value made to certain covered recipients, including physicians and other healthcare professionals, and teaching hospitals. In addition to payments, reporting may encompass requirements to report on ownership or investment interests held by physicians and their immediate family members. The efforts and resources needed to track and report payments go well beyond our affiliates operating in the United States, as reporting is required also for payments made by affiliated entities in many cases to US covered recipients. In other jurisdictions (eg, Australia, Japan and Europe) similar "sunshine-like" laws have also been adopted, which may require disclosure of certain payment and other information to covered recipients. Extensive administration and systems, including to aggregate and categorize spend, are necessary in order to enable compliant and timely reporting under these requirements. The US federal government began disclosing the reported information on a publicly available website in 2014. These laws may affect our development, sales, marketing, and other promotional

activities by imposing administrative and compliance burdens on us. If we fail to track and report as required by these laws or otherwise fail to comply with these laws, we could be subject to the penalty and sanctions of the pertinent state and federal authorities.

Because of the breadth of these laws and the narrowness of available statutory and regulatory exemptions, it is possible that some of our business activities could be subject to challenge under one or more of such laws. If our operations are found to be in violation of any of the federal and state laws described above or any other governmental regulations that apply to us, we may be subject to penalties, including criminal and significant civil monetary penalties, damages, fines, imprisonment, exclusion from participation in government healthcare programs, injunctions, recall or seizure of products, total or partial suspension of production, denial or withdrawal of premarketing product approvals, private qui tam actions brought by individual whistleblowers in the name of the government or refusal to allow us to enter into supply contracts, including government contracts, and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations. To the extent that any of our products are sold in a foreign country, we may be subject to similar foreign laws and regulations, which may include, for instance, applicable post-approval requirements, including safety surveillance, anti-fraud and abuse laws, implementation of corporate compliance programs and reporting of payments or transfers of value to healthcare professionals.

Australian Disclosure Requirements

Business Strategies and Prospects for Future Years

We are focused on the following core strategic imperatives:

- continue to innovate and optimize our disruptive technology platform for cell-based therapeutics;
- develop a portfolio of clinically distinct products;
- focus on bringing late-stage products to market and portfolio prioritization;
- enabling manufacturing scale-up to meet demands of the portfolio;
- leverage talent base to continue to establish a culture of shared leadership and accountability;
- focus on strategic partnerships;
- focus on prudent cash management; and
- continue to strengthen our substantial and robust intellectual property estate.

Dividends

No dividends were paid during the course of the fiscal year ended June 30, 2021. There are no dividends or distributions recommended or declared for payment to members, but not yet paid, during the year.

4.C Organizational Structure

See “Item 4. Information on the Company – 4.B Business Overview – Overview”, “Item 18. Financial Statements – Note 12” and Exhibit 8.1 to this Annual Report.

4.D Property, Plants and Equipment

We lease approximately 11,150 square feet of office space in Melbourne, Australia, where our headquarters are located. We pay approximately A\$1,100,000 per year for this lease, which expires in April 2026. We also lease approximately 15,600 square feet in New York City, where significant development and commercial activities are conducted. We pay approximately \$995,000 per year for this lease, which expires in September 2024. We also lease laboratory and office space in Singapore. We pay approximately S\$267,000 per year for this lease, which expires in August 2022. We also lease laboratory and office space in Texas and pay approximately \$202,000 per year for this lease, which expires in May 2022. All of our manufacturing operations are currently located at Lonza’s manufacturing facilities. See “Item 4.B Business Overview – Manufacturing and Supply Chain.”

Item 4A. Unresolved Staff Comments

Not applicable.

Item 5. Operating and Financial Review and Prospects

5.A Operating Results

This operating and financial review should be read together with our consolidated financial statements in this Annual Report, which have been prepared in accordance with IFRS as published by the IASB.

Financial Overview

We have incurred significant losses since our inception. We have incurred net losses during most of our fiscal periods since our inception. For the year ended June 30, 2021, we had an accumulated deficit of \$647.6 million. Our net loss for the year ended June 30, 2021 was \$98.8 million.

We anticipate that we may continue to incur significant losses for the foreseeable future. There can be no assurance that we will ever achieve or maintain profitability.

We expect our future capital requirements will continue as we:

- continue the research and clinical development of our product candidates;
- initiate and advance our product candidates into larger clinical studies;
- seek to identify, assess, acquire, and/or develop other product candidates and technologies;
- seek regulatory and marketing approvals in multiple jurisdictions for our product candidates that successfully complete clinical studies;
- establish collaborations with third parties for the development and commercialization of our product candidates, or otherwise build and maintain a sales, marketing, and distribution infrastructure to commercialize any products for which we may obtain marketing approval;
- further develop and implement our proprietary manufacturing processes and expand our manufacturing capabilities and resources for commercial production;
- seek coverage and reimbursement from third-party payors, including government and private payors for future products;
- make interest payments, principal repayments and other charges on our debt financing arrangements;
- make milestone or other payments under our agreements pursuant to which we have licensed or acquired rights to intellectual property and technology;
- seek to maintain, protect, and expand our intellectual property portfolio; and
- seek to attract and retain skilled personnel.

We expect our research and development and management and administration expenses to remain relatively consistent over the next 12 months. Subject to us achieving successful regulatory approval, we expect an increase in our total expenses driven by an increase in our product manufacturing and selling, general and administrative expenses as we move towards commercialization. Therefore, we will need additional capital to fund our operations, which we may raise through a combination of equity offerings, debt financings, other third-party funding, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements. We do not know when, or if, we will generate revenues from our product sales significant enough to generate profits. We do not expect to generate significant revenue from product sales unless and until we obtain regulatory approval of and commercialize one or more of our cell-based product candidates. For further discussion on our ability to continue as a going concern, see Note 1(i) in our accompanying financial statements.

Commercialization and Milestone Revenue. Commercialization and milestone revenue relates to upfront, royalty and milestone payments recognized under development and commercialization agreements; milestone payments, the receipt of which is dependent on certain clinical, regulatory or commercial milestones; as well as royalties on product sales of licensed products, if and when such product sales occur; and revenue from the supply of products. Payment is generally due on standard terms of 30 to 60 days.

Amounts received prior to satisfying the revenue recognition criteria are recorded as deferred consideration in our consolidated balance sheet, depending on the nature of the arrangement. Amounts expected to be recognized as revenue within the 12 months following the balance sheet date are classified within current liabilities. Amounts not expected to be recognized as revenue within the 12 months following the balance sheet date are classified within non-current liabilities.

In the year ended June 30, 2021, we recognized \$7.2 million in commercialization revenue relating to royalty income earned on sales of TEMCELL® Hs. Inj., a registered trademark of JCR Pharmaceuticals Co. Ltd. ("TEMCELL"), in Japan by our licensee, JCR Pharmaceuticals Co. Ltd. ("JCR"), compared with \$6.6 million for the year ended June 30, 2020. Also in the year ended June 30, 2021, we recognized \$0.2 million in commercialization revenue from royalty income earned on sales of Alofisel® in Europe, compared with a minimal amount in the year ended June 30, 2020. These amounts were recorded in revenue as there are no further performance obligations required in regard to these items.

In the year ended June 30, 2020, we recognized \$15.0 million in milestone revenue for the upfront fee received in October 2019 in relation to our strategic partnership with Grünenthal for the development and commercialization in Europe and Latin America of our Phase 3 allogeneic MPC product, MPC-06-ID for the treatment of chronic low back pain due to degenerative disc disease in patients who have exhausted conservative treatment options. This amount was recorded in revenue as the performance obligation in regards to this milestone had been satisfied as the right of use license of IP had been transferred to Grünenthal upon signing of the contract. There was no milestone revenue recognized in relation to this strategic partnership with Grünenthal in the year ended June 30, 2021.

In the year ended June 30, 2020, we recognized the remaining \$10.0 million in milestone revenue from the \$20.0 million upfront payment received in October 2018 in relation to our strategic alliance with Tasly Pharmaceutical Group ("Tasly") for the development, manufacture and commercialization in China of our allogeneic MPC products, MPC-150-IM and MPC-25-IC. Tasly has received exclusive rights to, and will fund all development, manufacturing and commercialization activities in China for MPC-150-IM and MPC-25-IC. This amount was recorded in revenue as the control for this portion of revenue was transferred to Tasly during this period. There was no milestone revenue recognized in relation to this strategic alliance with Tasly in the year ended June 30, 2021.

Interest Revenue. Interest revenue is accrued on a time basis by reference to the principal outstanding and at the effective interest rate applicable.

Research and Development. Research and development expenditure is recognized as an expense as incurred.

Our research and development expenses consist primarily of:

- third party costs comprising all external expenditure on our research and development programs such as fees paid to Contract Research Organizations ("CROs") and on our pre-commercial activities, such as research pertaining to market access and pricing, brand marketing and initiation of trade and distribution contracts. Third party costs also comprise fees paid to consultants who perform research on our behalf and under our direction, rent and utility costs for our research and development facilities, and database analysis fees;
- third party costs under license and/or sub-license arrangements for the research and development, license, manufacture and/or commercialization of products and/or product candidates, such as payments for options to acquire rights to products and product candidates as well as contingent obligations under the agreements;
- product support costs consisting primarily of salaries and related overhead expenses for personnel in research and development and pre-commercial functions (for example wages, salaries and associated costs such as superannuation, share-based incentives and payroll taxes, plus travel costs and recruitment fees for new hires);
- intellectual property support costs comprising payments to our patent attorneys to progress patent applications and all costs of renewing our granted patents; and
- amortization of currently marketed products on a straight-line basis over the life of the asset.

Our research and development expenses are not charged to specific products or programs, since the number of clinical and preclinical product candidates or development projects tends to vary from period to period and since internal resources are utilized across multiple products and programs over any given period of time. As a result, our management does not maintain and evaluate research and development costs by product or program. Acquired in-process research and development is capitalized as an asset and is not amortized but is subject to impairment review during the development phase. Upon completion of its development, the acquired in-process research and development amortization will commence.

Manufacturing Commercialization. Manufacturing commercialization expenditure is recognized as an expense as incurred. Our manufacturing commercialization expenses consist primarily of:

- salaries and related overhead expenses including share-based incentives for personnel in manufacturing functions;
- fees paid to our contract manufacturing organizations, which perform process development on our behalf and under our direction;
- costs related to laboratory supplies used in our manufacturing development efforts; and
- provision for the carrying value of pre-launch inventory costs on the balance sheet.

Management and Administration. Management and administration expenses consist primarily of salaries and related costs including share-based incentives for employees in executive, corporate and administrative functions. Other significant management and administration expenses include legal and professional services, rent and depreciation of leasehold improvements, insurance and information technology services.

Fair Value Remeasurement of Contingent Consideration. Remeasurement of contingent consideration pertains to the acquisition of assets from Osiris Therapeutics, Inc. (“Osiris”). The fair value remeasurement of contingent consideration is recognized as a net result of changes to the key assumptions of the contingent consideration valuation such as probability of success, market penetration, developmental timelines, product pricing, and the increase in valuation as the time period shortens between the valuation date and the potential settlement dates of contingent consideration. As the net result of changes to the key assumptions and the time period shortening, we recognized net remeasurement gains of \$18.7 million and \$1.3 million for the years ended June 30, 2021 and 2020, respectively.

Other Operating Income and Expenses. Other operating income and expenses primarily comprise foreign exchange gains and losses.

Foreign exchange gains and losses relate to unrealized foreign exchange gains and losses on our foreign currency amounts in our Australian based entity, whose functional currency is the A\$, and foreign currency amounts in our Switzerland and Singapore based entities, whose functional currencies are the US\$, plus realized gains and losses on any foreign currency payments to our suppliers due to movements in exchange rates. We recognized foreign exchange gains of \$1.5 million and \$0.2 million in the years ended June 30, 2021 and 2020, respectively.

Finance Costs. Finance costs consists of remeasurement of borrowing arrangements, interest expense in relation to finance lease charges, accrued interest expense and interest expense in relation to the amortization of transaction costs and other charges associated with the borrowings as represented in our consolidated balance sheet using the effective interest rate method over the period of initial recognition through maturity.

Remeasurement of borrowing arrangements pertains to our loan and security agreements with Hercules Capital, Inc. (“Hercules”) and NovaQuest Capital Management, L.L.C. (“NovaQuest”). Remeasurement of borrowing arrangements is recognized when there is a revision in the estimated future cash flows which is recorded as an adjustment of the carrying amount of the financial liability. The carrying amount is recalculated by computing the present value of the revised estimated future cash flows at the financial instrument’s original effective interest rate. In the years ended June 30, 2021 and 2020, we recognized remeasurement gains of \$0.4 million and \$1.3 million in relation to our existing credit facility with Hercules, respectively. In the years ended June 30, 2021 and 2020, we recognized a remeasurement gain of \$4.8 million and a remeasurement loss of \$0.7 million in relation to our existing credit facility with NovaQuest, respectively.

Income Tax Benefit/Expense. Income tax benefit/expense consists of net changes in deferred tax assets and liabilities recognized on the balance sheet during the period. We recognized a non-cash income tax benefit of \$0.8 million in the year ended June 30, 2021 and \$9.4 million in the year ended June 30, 2020.

Results of Operations

Comparison of Our Results for the Year ended June 30, 2021 with the Year ended June 30, 2020

The following table summarizes our results of operations for the years ended June 30, 2021 and 2020, together with the changes in those items in dollars and as a percentage.

(in U.S. dollars, in thousands except per share information)	Year ended June 30,		\$ Change	% Change
	2021	2020		
Consolidated Income Statement Data:				
Revenue:				
Commercialization revenue	\$ 7,434	\$ 6,614	820	12%
Milestone revenue	—	25,000	(25,000)	(100%)
Interest revenue	22	542	(520)	(96%)
Total revenue	7,456	32,156	(24,700)	(77%)
Research & development	(53,012)	(56,188)	3,176	(6%)
Manufacturing commercialization	(32,719)	(25,309)	(7,410)	29%
Management and administration	(30,867)	(25,609)	(5,258)	21%
Fair value remeasurement of contingent consideration	18,687	1,380	17,307	NM
Other operating income and expenses	1,539	324	1,215	NM
Finance costs	(10,714)	(14,109)	3,395	(24%)
Loss before income tax	(99,630)	(87,355)	(12,275)	14%
Income tax benefit	819	9,415	(8,596)	(91%)
Loss attributable to the owners of Mesoblast Limited	\$ (98,811)	\$ (77,940)	(20,871)	27%
Losses per share from continuing operations attributable to the ordinary equity holders:				
	Cents	Cents	Cents	% Change
Basic - losses per share	(16.33)	(14.74)	(1.59)	11%
Diluted - losses per share	(16.33)	(14.74)	(1.59)	11%

* NM = not meaningful.

Revenue

Revenues were \$7.5 million for the year ended June 30, 2021, compared with \$32.2 million for the year ended June 30, 2020, a decrease of \$24.7 million. The following table shows the movement within revenue for the year ended June 30, 2021 and 2020, together with the changes in those items.

(in U.S. dollars, in thousands)	Year ended June 30,		\$ Change	% Change
	2021	2020		
Revenue:				
Commercialization revenue	7,434	6,614	820	12%
Milestone revenue	—	25,000	(25,000)	(100%)
Interest revenue	22	542	(520)	(96%)
Revenue	\$ 7,456	\$ 32,156	(24,700)	(77%)

Commercialization revenue from royalty income earned on sales of TEMCELL in Japan and Alofisel® in Europe increased by \$0.8 million. Royalty income on sales of TEMCELL in Japan by our licensee JCR increased \$0.6 million from \$6.6 million in the year ended June 30, 2020 to \$7.2 million in the year ended June 30, 2021. Royalty income on sales of Alofisel® in Europe by our licensee Takeda increased \$0.2 million from a minimal amount in the year ended June 30, 2020 to \$0.2 million in the year ended June 30, 2021.

We recognized \$15.0 million in milestone revenue during the year ended June 30, 2020 for the upfront fee received upon completion of the strategic partnership with Grünenthal for the development and commercialization in Europe and Latin America of our Phase 3 allogeneic MPC product, MPC-06-ID. Additionally, we recognized \$10.0 million in milestone revenue during the year ended June 30, 2020 due to the recognition of the remaining \$10.0 million from the \$20.0 million upfront technology access fee received in October 2018 in relation to our strategic alliance with Tasly for the development, manufacture and commercialization in

China of our allogenic MPC products, MPC-150-IM and MPC-25-IC. No milestone revenue was recognized in the year ended June 30, 2021.

The \$0.5 million decrease in interest revenue for the year ended June 30, 2021, compared with the year ended June 30, 2020 was primarily driven by lower interest rates on US\$ cash deposits in the year ended June 30, 2021, when compared with the year ended June 30, 2020.

Research and development

Research and development expenses were \$53.0 million for the year ended June 30, 2021, compared with \$56.2 million for the year ended June 30, 2020, a decrease of \$3.2 million. The \$3.2 million decrease in research and development expenses primarily reflects a decrease in third party costs partially offset by an increase in product support costs.

(in U.S. dollars, in thousands)	Year ended June 30,		\$ Change	% Change
	2021	2020		
Research and development:				
Third party costs	19,269	26,912	(7,643)	(28%)
Product support costs	29,649	24,995	4,654	19%
Intellectual property support costs	2,635	2,826	(191)	(7%)
Amortization of current marketed products	1,459	1,455	4	0%
Research and development	\$ 53,012	\$ 56,188	(3,176)	(6%)

Third party costs, which consist of all external expenditure on our research and development programs, decreased by \$7.6 million in the year ended June 30, 2021 compared with the year ended June 30, 2020.

This \$7.6 million decrease was due to a reduction in our third party costs for our Phase 3 clinical trials for MPC-150-IM (CHF), MPC-06-ID (CLBP) and remestemcel-L (for pediatric SR-aGVHD) as activities and costs have reduced as enrollment was completed in January 2019, March 2018 and December 2017, respectively. We continued to incur costs for MPC-150-IM (CHF) and MPC-06-ID (CLBP) during the year ended June 30, 2021 as patients were monitored during follow up visits, other testing was completed and data was analyzed. In the year ended June 30, 2021, there was an increase in third party costs associated with clinical enrollment and patient monitor for our Phase 3 clinical trial for the treatment of ARDS in COVID-19 patients. This trial commenced in April 2020 and enrollment was completed in December 2020. In the year ended June 30, 2021, we also incurred costs of \$1.7 million associated with our pre-commercial activities as we prepared for the potential launch of remestemcel-L in the United States.

Product support costs, which consist primarily of salaries and related overhead expenses for personnel in research and development and pre-commercial functions, have increased by \$4.6 million, for the year ended June 30, 2021 compared with the year ended June 30, 2020. Within this \$4.6 million increase, \$5.1 million relates to an increase in product support costs for research and development functions and \$0.5 million relates to a decrease in product support costs for pre-commercial functions.

The \$5.1 million increase in product support costs for personnel in research and development functions is primarily due to an increase of \$1.5 million across salaries and associated costs as full time equivalents increased by 4.3 (8%) from 51.2 for the year ended June 30, 2020 to 55.5 for the year ended June 30, 2021. There was also an increase of \$0.4 million in consulting expenses and \$4.2 million in share-based payment expenses for the year ended June 30, 2021 compared with the year ended June 30, 2020. These increases were offset by a decrease of \$0.6 million in travel expenses and \$0.4 million in recruitment expenses in the year ended June 30, 2021 compared with the year ended June 30, 2020.

The \$0.5 million decrease in product support costs for personnel in pre-commercial functions is primarily due to a decrease of \$0.4 million in share-based payment expenses and \$0.4 million across recruitment and travel expenses in the year ended June 30, 2021 compared with the year ended June 30, 2020. These decreases were offset by an increase of \$0.1 million in consulting expenses for the year ended June 30, 2021 compared with the year ended June 30, 2020. The full time equivalents remained relatively consistent from 7.6 for the year ended June 30, 2020 to 7.5 for the year ended June 30, 2021; however overall costs of salaries and associated expenses increased by \$0.2 million due to one-off restructuring costs during the year ended June 30, 2021 compared with the year ended June 30, 2020.

Also included in research and development expenses are intellectual property support costs, which consist of payments to our patent attorneys to progress patent applications and costs of renewing our granted patents. These costs have decreased by \$0.2 million in the year ended June 30, 2021 compared with the year ended June 30, 2020 due to decreased activities across our MSC-based patent portfolio.

Manufacturing commercialization

Manufacturing commercialization expenses were \$32.7 million for the year ended June 30, 2021, compared with \$25.3 million for the year ended June 30, 2020, an increase of \$7.4 million as we invested in manufacturing of remestemcel-L as part of our readiness strategy for potential FDA approval and incurred costs on potency assay work that will support both the aGVHD Biologics License Application (“BLA”) resubmission and the Investigational New Drug (“IND”) for the Phase 3 trial COVID ARDS and completed process development to increase yields necessary for long-term commercial supply.

(in U.S. dollars, in thousands)	Year ended June 30,		\$ Change	% Change
	2021	2020		
Manufacturing commercialization:				
Platform technology	30,842	23,342	7,500	32%
Manufacturing support costs	1,877	1,967	(90)	(5%)
Manufacturing commercialization	\$ 32,719	\$ 25,309	7,410	29%

Platform technology costs, which consist of fees paid to our contract manufacturing organizations and for laboratory supplies used in manufacturing commercialization of our MPC and MSC based products, increased by \$7.5 million for the year ended June 30, 2021 compared with year ended June 30, 2020. The increase was primarily due to increased spend for manufacturing of remestemcel-L as part of our readiness strategy for potential FDA approval, potency assay work that will support both the aGVHD BLA resubmission and the IND for the Phase 3 trial COVID ARDS and increased costs for process development of our proprietary technology that facilitates the increase in yields necessary for the long-term commercial supply of its product candidates, and next generation manufacturing processes to reduce labor, drive down cost of goods and improve manufacturing efficiencies.

Manufacturing support costs, which consist primarily of salaries and related overhead expenses for personnel in manufacturing commercialization functions remained relatively consistent for the year ended June 30, 2021 compared with the year ended June 30, 2020.

Management and administration

Management and administration expenses were \$30.9 million for the year ended June 30, 2021, compared with \$25.6 million for the year ended June 30, 2020, an increase of \$5.3 million. This increase was primarily due to an increase in share-based payments and legal and professional fees.

(in U.S. dollars, in thousands)	Year ended June 30,		\$ Change	% Change
	2021	2020		
Management and administration:				
Labor and associated expenses	13,935	13,409	526	4%
Corporate overheads	10,690	8,891	1,799	20%
Legal and professional fees	6,242	3,309	2,933	89%
Management and administration	\$ 30,867	\$ 25,609	5,258	21%

Labor and associated expenses increased by \$0.5 million from \$13.4 million for the year ended June 30, 2020 to \$13.9 million for the year ended June 30, 2021. This \$0.5 million increase in the year ended June 30, 2021 is primarily due to an increase of \$0.7 million in share-based payment expenses and \$0.2 million in director fees. These increases were offset by a decrease of \$0.5 million in consulting expenses and \$0.3 million in recruitment. There was also a decrease in overall costs of salaries and associated expenses by \$0.5 million in the year ended June 30, 2021, compared with the year ended June 30, 2020 due to full time equivalents decreasing by 0.5 (2%) from 26.9 for the year ended June 30, 2020 to 26.4 for the year ended June 30, 2021. Labor and associated expenses also experienced unfavorable exchange rate fluctuations of \$0.9 million in the year ended June 30, 2021 compared with the year ended June 30, 2020, as the A\$ strengthened against the US\$ given the majority of management and administration expenses are incurred in A\$ by our headquarter office located in Australia.

Corporate overhead expenses increased by \$1.8 million from \$8.9 million for the year ended June 30, 2020 to \$10.7 million for the year ended June 30, 2021 primarily due to an increase in insurance premiums and depreciation expenses.

Legal and professional fees increased by \$2.9 million from \$3.3 million for the year ended June 30, 2020 to \$6.2 million for the year ended June 30, 2021 primarily due to increased legal and other advisory fees associated with one-off regulatory, partnering and financing activities incurred during the year ended June 30, 2021.

Fair value remeasurement of contingent consideration

Fair value remeasurement of contingent consideration was a \$18.7 million gain for the year ended June 30, 2021 compared with a \$1.3 million gain for the year ended June 30, 2020. The \$18.7 million gain for the year ended June 30, 2021 was due to the remeasurement of contingent consideration pertaining to the acquisition of assets from Osiris. This gain was a net result of changing the key assumptions of the contingent consideration valuation such as probability of success and development timelines primarily as a result of receiving the Complete Response Letter from the FDA on the BLA for remestemcel-L for the treatment of pediatric SR-aGVHD on September 30, 2020.

The \$1.3 million gain for the year ended June 30, 2020 was due to the remeasurement of contingent consideration pertaining to the acquisition of assets from Osiris. This gain is a net result of changes to the key assumptions of the contingent consideration valuation such as development timelines, market penetration, product pricing and the increase in valuation as the time period shortens between the valuation date and the potential settlement dates of contingent consideration.

With respect to future milestone payments, contingent consideration will be payable in cash or shares at our discretion. With respect to commercialization, product royalties will be payable in cash which will be funded from royalties received from net sales.

Other operating income and expenses

In other operating income and expenses, we recognized income of \$1.5 million for the year ended June 30, 2021, compared with \$0.3 million for the year ended June 30, 2020, an increase in income of \$1.2 million. The following table shows movements within other operating income and expenses for the year ended June 30, 2021 and 2020, together with the changes in those items:

(in U.S. dollars, in thousands)	Year ended June 30,		\$ Change	% Change
	2021	2020		
Other operating income and expenses:				
Foreign exchange (gains)/losses (net)	(1,471)	(246)	(1,225)	NM
Government grant revenue	(68)	(78)	10	(13%)
Other operating (income) and expenses	\$ (1,539)	\$ (324)	(1,215)	NM

* NM = not meaningful.

We are subject to foreign exchange gains and losses on foreign currency cash balances, creditors and debtors. In the year ended June 30, 2020, we recognized a foreign exchange gain of \$0.2 million. In the year ended June 30, 2021, we recognized a foreign exchange gain of \$1.5 million, primarily due to movements in exchange rates on US\$ deposits held in Mesoblast Limited, whose functional currency is the A\$, as the A\$ appreciated against the US\$.

Finance costs

(in U.S. dollars, in thousands)	Year ended June 30,		\$ Change	% Change
	2021	2020		
Finance costs:				
Remeasurement of borrowing arrangements	(5,225)	(607)	(4,618)	NM
Interest expense	15,939	14,716	1,223	8%
Finance costs	\$ 10,714	\$ 14,109	(3,395)	(24%)

* NM = not meaningful.

In the year ended June 30, 2021, we recognized an overall \$5.2 million gain for remeasurement of borrowing arrangements in relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows from our existing credit facilities with Hercules and NovaQuest, an increase of \$4.6 million as compared with a \$0.6 million gain for the year ended June 30, 2020.

Within the \$5.2 million gain in the year ended June 30, 2021, we recognized a \$4.8 million gain for remeasurement of borrowing arrangements in relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows as a net result of changes to the key assumption in development timelines in relation to our existing credit facility with NovaQuest. In the year ended June 30, 2020, we recognized a \$0.7 million loss for remeasurement of borrowing arrangements in

relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows in relation to our existing credit facility with NovaQuest.

Also within the \$5.2 million gain in the year ended June 30, 2021, we recognized a gain of \$0.4 million for remeasurement of borrowing arrangements in relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows from our existing credit facilities with Hercules, a decrease of \$0.9 million as compared with a gain of \$1.3 million for the year ended June 30, 2020.

Interest expense increased by \$1.2 million from \$14.7 million for the year ended June 30, 2020 to \$15.9 million for the year ended June 30, 2021.

Within the \$15.9 million interest expenses in the year ended June 30, 2021, we recognized \$8.3 million of interest expense in relation to our loan and security agreement with Hercules, an increase of \$0.3 million as compared with \$8.0 million for the year ended June 30, 2020. Within this \$8.3 million recognized in the year ended June 30, 2021, \$4.9 million was recognized with regard to interest expense payable on the loan balance within the year and a further \$3.4 million of interest expense was recognized with regard to the amortization of transaction costs incurred on the outstanding loan principal for the year ended June 30, 2021 using the effective interest rate method over the period of initial recognition through maturity.

Also within the \$15.9 million interest expense in the year ended June 30, 2021, we recognized \$7.0 million of interest expense in relation to our loan and security agreement with NovaQuest, an increase of \$0.8 million as compared with \$6.2 million for the year ended June 30, 2020. Interest expense relating to the NovaQuest loan are accrued on the loan principal balance and all interest payments will be deferred until after the first commercial sale of our allogeneic product candidate remestemcel-L for the treatment of pediatric patients with SR-aGVHD in the United States and other geographies excluding Asia ("pediatric SR-aGVHD").

In the years ended June 30, 2021 and 2020, in line with IFRS 16 *Leases*, we also recognized interest expense of \$0.6 million and \$0.5 million in relation to lease charges, respectively.

Loss after income tax

(in U.S. dollars, in thousands)	Year ended June 30,		\$ Change	% Change
	2021	2020		
Loss before income tax	(99,630)	(87,355)	(12,275)	14%
Income tax benefit	819	9,415	(8,596)	(91%)
Loss after income tax	\$ (98,811)	\$ (77,940)	(20,871)	27%

Loss before income tax was \$99.6 million for the year ended June 30, 2021 compared with \$87.3 million for the year ended June 30, 2020, an increase in the loss by \$12.3 million. This increase is the net effect of the changes in revenues and expenses that have been discussed above.

A non-cash income tax benefit of \$0.8 million was recognized in the year ended June 30, 2021, in relation to the net change in deferred tax assets and liabilities recognized on the balance sheet during the period.

A non-cash income tax benefit of \$9.4 million was recognized in the year ended June 30, 2020 in relation to the net change in deferred tax assets and liabilities recognized on the balance sheet during the period.

Comparison of Our Results for the Year ended June 30, 2020 with the Year ended June 30, 2019

For results of operations for the years ended June 30, 2020 and 2019, together with the changes in those items in dollars and as a percentage and the related discussions on these results, refer to Results of Operations within "Item 5.A Operating Results" in our annual report on Form 20-F for the year ended June 30, 2020, filed with the SEC on September 3, 2020.

Certain Differences Between IFRS and U.S. GAAP

IFRS differs from U.S. GAAP in certain respects. Management has not assessed the materiality of differences between IFRS and U.S. GAAP. Our significant accounting policies are described in "Item 18 Financial Statements – Note 22".

Quantitative and Qualitative Disclosure about Market Risk

The following sections provide quantitative information on our exposure to interest rate risk, share price risk, and foreign currency exchange risk. We make use of sensitivity analyses which are inherently limited in estimating actual losses in fair value that can occur from changes in market conditions. For further assessment on our market risks, see "Item 18. Financial Statements – Note 10(a)."

Foreign currency exchange risk

We have foreign currency amounts owing relating to clinical, regulatory and overhead activities and foreign currency deposits held primarily in our Australian based entity, whose functional currency is the A\$. We also have foreign currency amounts in our Switzerland and Singapore based entities, whose functional currencies are the US\$. These foreign currency balances give rise to a currency risk, which is the risk of the exchange rate moving, in either direction, and the impact it may have on our financial performance.

We manage the currency risk by evaluating levels to hold in each currency by assessing our future activities which will likely be incurred in those currencies which enables us to minimize foreign currency deposits held in each entity.

Interest rate risk

Our main interest rate risk arises from the portion of our long-term borrowings with a floating interest rate, which exposes us to cash flow interest rate risk. As interest rates fluctuate, the amount of interest payable on financing where the interest rate is not fixed will also fluctuate. Interest rate risk can be managed by interest rate swaps, which can be entered into to convert the floating interest rate to a fixed interest rate as required. Additionally, we can repay the loan facility at our discretion and we can also refinance if we are able to achieve terms suitable to us in the marketplace or from our existing lenders.

Upon entering the agreement with Hercules, we completed a cost benefit analysis of entering an interest rate swap arrangement. We did not enter into any interest rate swaps during the year ended June 30, 2021.

We are also exposed to interest rate risk that arises through movements in interest income we earn on our deposits. The interest income derived from these balances can fluctuate due to interest rate changes. This interest rate risk is managed by periodically reviewing interest rates available for suitable interest bearing accounts to ensure we earn interest at market rates. We ensure that sufficient funds are available, in at call accounts, to meet our working capital requirements.

Price risk

Price risk is the risk that future cash flows derived from financial instruments will be altered as a result of a market price movement, which is defined as movements other than foreign currency rates and interest rates. We are exposed to price risk which arises from long-term borrowings under our facility with NovaQuest, where the timing and amount of principal and interest payments is dependent on net sales of remestemcel-L for the treatment of pediatric SR-aGVHD. As net sales of remestemcel-L for the treatment of SR-aGVHD in pediatric patients in these territories increase/decrease, the timing and amount of principal and interest payments relating to this type of financing arrangement will also fluctuate, resulting in an adjustment to the carrying amount of the financial liability. The adjustment is recognized in the Income Statement as remeasurement of borrowing arrangements within finance costs and expenses in the period the revision is made.

We are also exposed to price risk on contingent consideration provision balances, as expected unit revenues are a significant unobservable input used in the level 3 fair value measurements.

We do not consider any exposure to price risk other than those already described above.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, other than the purchase commitments and contingent liabilities as mentioned below.

Contractual Obligations and Commitments

Contractual commitments:

Purchase commitments means an agreement to purchase goods or services that is enforceable and legally binding that specifies all significant terms, including: fixed or minimum quantities to be purchased; fixed, minimum or variable price provisions; and the approximate timing of the transaction. Purchase obligations are not recognized as liabilities at June 30, 2021.

In December 2019, we commenced production under our manufacturing service agreement with Lonza for the supply of commercial product for the potential approval and launch of remestemcel-L for the treatment of pediatric SR-aGVHD in the US market. As a result of receiving the Complete Response Letter from the FDA on the BLA for remestemcel-L on September 30, 2020, in March 2021 we entered an agreement to reduce the remaining minimum financial commitment of our manufacturing service agreement with Lonza through to November 2021, with an option to extend the non-cancellable term to June 2024 at our discretion. In June 2021, we exercised the option to extend the non-cancellable term of this agreement to June 2024.

This agreement contains lease and non-lease components. As of June 2021, the agreement contains a minimum remaining financial commitment of the non-lease component of \$24.0 million, disclosed within the total contractual cashflows on an undiscounted basis as purchase commitments. We have accounted for the lease component within the agreement as a lease liability separately from the non-lease components. As of June 30, 2021, the minimum financial commitment of the lease component is \$5.0 million on an undiscounted basis, as disclosed within the total contractual cash flows as lease liabilities.

We have agreements with third parties related to contract manufacturing and other goods and services. As of June 30, 2021, we had \$9.6 million of non-cancellable purchase commitments related to raw materials, manufacturing agreements and other goods and services, which are expected to be paid through 2022. This amount represents our minimum contractual obligations, including termination fees. Certain agreements provide for termination rights subject to termination fees. Under such agreement, we are contractually obligated to make certain payments, mainly, to reimburse them for their unrecoverable outlays incurred prior to cancellation.

We do not have any other purchase commitments as of June 30, 2021.

Lease commitment – as lessee:

We lease various offices under non-cancellable leases expiring within 1 to 5 years. The leases have varying terms, escalation clauses and renewal rights. On renewal, the terms of the leases are renegotiated. We also lease a manufacturing suite under the non-cancellable manufacturing services agreement with Lonza for the supply of commercial product for the potential approval and launch of remestemcel-L for the treatment of pediatric SR-aGVHD in the US market expiring within 3 years.

Contingent liabilities

We acquired certain intellectual property relating to our MPCs, or Medvet IP, pursuant to an Intellectual Property Assignment Deed, or IP Deed, with Medvet Science Pty Ltd, or Medvet. Medvet's rights under the IP Deed were transferred to Central Adelaide Local Health Network Incorporated, or CALHNI, in November 2011. In connection with our use of the Medvet IP, on completion of certain milestones we will be obligated to pay CALHNI, as successor in interest to Medvet, (i) certain aggregated milestone payments of up to \$2.2 million and single-digit royalties on net sales of products covered by the Medvet IP, for cardiac muscle and blood vessel applications and bone and cartilage regeneration and repair applications, subject to minimum annual royalties beginning in the first year of commercial sale of those products and (ii) single-digit royalties on net sales of the specified products for applications outside the specified fields.

We have entered into a number of agreements with other third parties pertaining to intellectual property. Contingent liabilities may arise in the future if certain events or developments occur in relation to these agreements and as of June 30, 2021 we have assessed that the probability of outflows is remote.

Capital commitments

We did not have any commitments for future capital expenditure outstanding as of June 30, 2021.

Australian Disclosure Requirements

Significant Changes in the State of Affairs

There have been no significant changes within the state of our affairs during the year ended June 30, 2021 except as noted in the “Important Corporate Developments” section included in Item 4.A.

Likely Developments and Expected Results of Operations

In September 2020, the U.S. Food and Drug Administration (“FDA”) issued a Complete Response Letter to our Biologics License Application (“BLA”) filing of remestemcel-L for the treatment of children with steroid-refractory acute graft versus host disease (“SR-aGVHD”), a life-threatening complication of an allogeneic bone marrow transplant. Despite the overwhelming Oncologic Drugs Advisory Committee (“ODAC”) of the FDA vote in August 2020, the FDA recommended that we conduct at least one additional randomized, controlled study in adults and/or children to provide further evidence of effectiveness of remestemcel-L for SR-aGVHD. We continue to be in discussion with the FDA through a well-established regulatory process that may include a resubmission with a six month review with the aim of achieving approval of remestemcel-L in the treatment of SR-aGVHD in children.

Other significant milestones are expected in the upcoming financial year in relation to our other Tier 1 product candidates, as detailed elsewhere in this report.

Environmental Regulations

Our operations are not subject to any significant environmental regulations under either Commonwealth of Australia or State/Territory legislation. We consider that adequate systems are in place to manage our obligations and are not aware of any breach of environmental requirements pertaining to us.

5.B Liquidity and Capital Resources

Sources of Liquidity

We held total cash and cash equivalents of \$136.9 million as of June 30, 2021. Over the next twelve months in order to meet our forecast expenditure, including repayment of the Hercules debt facility, cash inflows will be required. Management and the directors believe we will achieve this given plans to complete either one or more strategic partnerships or restructure existing loan agreements, and have prepared the financial report on a going concern basis. The dependency on these planned objectives indicates material uncertainty which may cast significant doubt (or substantial doubt as contemplated by Public Company Accounting Oversight Board (“PCAOB”) standards) on our ability to continue as a going concern and that we may be unable to realize our assets and discharge our liabilities in the normal course of business. For our audited financial statements, see “Item 18 Financial Statements” included in our Form 20-F.

Our primary sources of liquidity have historically been equity raisings, upfront and milestone payments from strategic license agreements and borrowings under our loan agreements. We also expect net sales to become a source of liquidity. While in the long-term we expect to be able to complete transactions, draw upon these facilities and achieve approval of our product candidates to provide liquidity as needed, there can be no assurance as to whether we will be successful or, if successful, what the terms or proceeds may be.

Cash flows

(in U.S. dollars, in thousands)	Year ended June 30,		\$ Change	% Change
	2021	2020		
Cash Flow Data:				
Net cash (outflows) in operating activities	(106,681)	(56,365)	(50,316)	89%
Net cash (outflows) in investing activities	(1,647)	(3,273)	1,626	(50%)
Net cash inflows by financing activities	114,466	137,044	(22,578)	(16%)
Net increase in cash and cash equivalents	6,138	77,406	(71,268)	(92%)

Comparison of cash flows for the Year ended June 30, 2021 with the Year ended June 30, 2020

Net cash outflows in operating activities

Net cash outflows for operating activities were \$106.7 million for the year ended June 30, 2021, compared with \$56.4 million for the year ended June 30, 2020, an increase of \$50.3 million. The increase of \$50.3 million is due to an increase in cash outflows of \$29.2 million and a decrease in cash inflows of \$21.1 million in the year ended June 30, 2021 compared with the year ended June 30, 2020.

The \$21.1 million decrease of inflows comprised: inflows from upfront fee and milestone payment received in relation to the strategic partnership with Grünenthal decreased by \$17.5 million in the year ended June 30, 2021 compared with the year ended June 30, 2020; receipts for the research and development tax incentive decreased by \$1.5 million in the year ended June 30, 2021 compared with the year ended June 30, 2020; inflows from royalty income earned on sales of TEMCELL in Japan decreased by \$1.6 million during the year ended June 30, 2021, compared with the year ended June 30, 2020; and inflows from interest receipts reduced by \$0.5 million in the year ended June 30, 2021 compared with the year ended June 30, 2020.

Outflows for payments to suppliers and employees and interest and other costs of finance paid increased by \$29.2 million from \$83.7 million for the year ended June 30, 2020 to \$112.9 million for the year ended June 30, 2021 primarily due to an increase in payments in relation to product manufacturing and operating costs and research and development costs.

Net cash inflows in investing activities

Net cash outflows for investing activities decreased by \$1.6 million for the year ended June 30, 2021, compared with the year ended June 30, 2020 primarily due to a \$0.6 million decrease in payments for fixed assets, such as plant and equipment and intellectual property and a \$1.0 million decrease in payments for contingent consideration in the year ended June 30, 2021 compared with the year ended June 30, 2020.

Net cash inflows in financing activities

Net cash inflows for financing activities decreased by \$22.6 million for the year ended June 30, 2021, compared with the year ended June 30, 2020. In the year ended June 30, 2020, we received a \$50.6 million receipt of gross proceeds from a share placement to existing and new Australian and global institutional investors completed in October 2019, and proceeds of \$89.9 million from share placements to existing and new institutional investors in May 2020. In the year ended June 30, 2021, we received \$108.6 million of proceeds from a private placement completed in March 2021. We received \$9.2 million in receipts from employee share option exercises during the year ended June 30, 2021, compared to \$4.4 million for the year ended June 30, 2020. In the year ended June 30, 2021, we received receipts of \$1.4 million for shares issued through the exercise of incentive rights in connection with the Kentgrove Capital equity facility agreement. These receipts were offset by a \$2.9 million payment for lease liabilities during the year ended June 30, 2021, compared to \$1.6 million for the year ended June 30, 2020. Additionally, there were \$1.8 million and \$6.3 million of payments for associated capital raising costs in the year ended June 30, 2021 and 2020, respectively.

Comparison of cash flows for the Year ended June 30, 2020 with the Year ended June 30, 2019

For discussion on comparison of cash flows for the years ended June 30, 2020 and 2019, refer to Cash Flows within “Item 5.B Liquidity and Capital Resources” in our annual report on Form 20-F for the year ended June 30, 2020, filed with the SEC on September 3, 2020.

Operating Capital Requirements

We do not know when, or if, we will generate revenues from our product sales significant enough to generate profits. We do not expect to generate significant revenue from product sales unless and until we obtain regulatory approval of and commercialize more of our cell-based product candidates. We anticipate that we will continue to incur losses for the foreseeable future, and we expect the losses to increase as we continue the development of, and seek regulatory approvals for, our cell-based product candidates, and begin to commercialize any approved products either directly ourselves or through a collaborator or partner. We are subject to all of the risks inherent in the development of new cell-based products, and we may encounter unforeseen expenses, difficulties, complications, delays and other unknown factors that may adversely affect our business. We anticipate that we will need substantial additional funding in connection with our continuing operations.

We expect that our research and development expenses and our management and administration expenses to remain relatively consistent over the next 12 months. Subject to us achieving successful regulatory approval we expect an increase in our total expenses driven by an increase in our product manufacturing and selling, general and administrative expenses as we move towards commercialization. Therefore, we will need additional capital to fund our operations, which we may raise through a combination of

equity offerings, debt financings, other third-party funding, marketing and distribution arrangements and other collaborations, strategic alliances and licensing arrangements.

Additional capital may not be available on reasonable terms, if at all. If we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of one or more of our product candidates. If we raise additional funds through the issuance of additional debt or equity securities, it could result in dilution to our existing shareholders, increased fixed payment obligations and the existence of securities with rights that may be senior to those of our ordinary shares. If we incur further indebtedness, we could become subject to covenants that would restrict our operations and potentially impair our competitiveness, such as limitations on our ability to incur additional debt, limitations on our ability to acquire, sell or license intellectual property rights and other operating restrictions that could adversely impact our ability to conduct our business. Any of these events could significantly harm our business, financial condition and prospects.

Borrowings

Hercules

In March 2018, we entered into a loan and security agreement with Hercules, for a \$75.0 million non-dilutive, four-year credit facility. We drew the first tranche of \$35.0 million on closing and a further tranche of \$15.0 million was drawn in January 2019. The loan matures in March 2022.

In May 2021, we amended the terms of the loan and security agreement to extend the interest-only period to October 1, 2021. In August 2021, we amended the terms of the loan and security agreement to extend the interest-only period to January 1, 2022. Principal repayments can be further deferred to March 2022, subject to achieving certain milestones.

Interest on the loan is payable monthly in arrears on the 1st day of the month. At closing date, the interest rate was 9.45% per annum. At June 30, 2019, in line with increases in the U.S. prime rate, the interest rate was 10.45%. On August 1, September 19 and October 31, in line with the decreases in the U.S. prime rate, the interest rate on the loan decreased to 10.20%, 9.95% and 9.70%, respectively, and remains at 9.70% at June 30, 2021 in line with the terms of the loan agreement. As at June 30, 2021, we recognized \$2.2 million in interest payable within twelve months as a current liability.

In the years ended June 30, 2021 and 2020, we recognized gains of \$0.4 million and \$1.3 million, respectively, in the Income Statement as remeasurement of borrowing arrangements within finance costs. These remeasurements relate to adjustments of the carrying amount of our financial liability to reflect the revised estimated future cash flows from our existing credit facility.

NovaQuest

On June 29, 2018, we drew the first tranche of \$30.0 million of the principal amount from the \$40.0 million loan and security agreement with NovaQuest. There is a four-year interest only period, until July 2022, with the principal repayable in equal quarterly instalments over the remaining period of the loan. The loan matures in July 2026. Interest on the loan will accrue at a fixed rate of 15% per annum.

All interest and principal payments will be deferred until after the first commercial sale of remestemcel-L for the treatment in pediatric SR-aGVHD. We can elect to prepay all outstanding amounts owing at any time prior to maturity, subject to a prepayment charge, and may decide to do so if net sales of remestemcel-L for pediatric SR-aGVHD are significantly higher than current forecasts.

If there are no net sales of remestemcel-L for pediatric SR-aGVHD, the loan is only repayable on maturity in 2026. If in any annual period 25% of net sales of remestemcel-L for pediatric SR-aGVHD exceed the amount of accrued interest owing and, from 2022, principal and accrued interest owing ("the payment cap"), Mesoblast will pay the payment cap and an additional portion of excess sales which may be used for early prepayment of the loan. If in any annual period 25% of net sales of remestemcel-L for pediatric SR-aGVHD is less than the payment cap, then the payment is limited to 25% of net sales of remestemcel-L for pediatric SR-aGVHD. Any unpaid interest will be added to the principal amounts owing and shall accrue further interest. At maturity date, any unpaid loan balances are repaid.

Because of this relationship of net sales and repayments, changes in our estimated net sales may trigger an adjustment of the carrying amount of the financial liability to reflect the revised estimated cash flows. The carrying amount adjustment is recalculated by computing the present value of the revised estimated future cash flows at the financial instrument's original effective interest rate. The adjustment is recognized in the Income Statement as remeasurement of borrowing arrangements within finance costs in the period the revision is made.

In the year ended June 30, 2021, we recognized a gain of \$4.8 million in the Income Statement as remeasurement of borrowing arrangements within finance costs in relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows as a net result of changes to the key assumptions in development timelines. In the year ended June 30,

2020, we recognized a loss of \$0.7 million in the Income Statement as remeasurement of borrowing arrangements within finance costs in relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows.

As at June 30, 2021, we recognized a current liability of \$0.3 million which represents the present value of \$0.4 million loan administration fee which is payable annually in June.

The carrying amount of the loan and security agreement with NovaQuest is subordinated to our floating rate loan with our senior creditor, Hercules.

Compliance with loan covenants

Our loan facilities with Hercules and NovaQuest contain a number of covenants that impose operating restrictions on us, which may restrict our ability to respond to changes in our business or take specified actions. We have an operating objective to at all times maintain unrestricted cash reserves in excess of six months liquidity. The objective aligns with our loan and security agreement with Hercules where we are obliged to maintain certain levels of cash in the United States, and a minimum unrestricted cash balance equal to the lesser of: four months liquidity (defined as the prior four calendar months net cash outflows in operating activities and investing activities, excluding amounts for extraordinary, non-recurring, not regularly scheduled or onetime proceeds and amounts) plus any balance of accounts payable not paid after the 120th day following the invoice date for such accounts payable; and the outstanding loan balance.

We have complied with the financial and other restrictive covenants of our borrowing facilities during the year ended June 30, 2021 and during the year ended June 30, 2020.

5.C Research and Development, Patents and Licenses

For a description of the amount spent during each of the last two fiscal years on company-sponsored research and development activities, as well as the components of research and development expenses, see “Item 5.A Operating Results – Results of Operations.”

For a description of our research and development process, see “Item 4.B Business Overview.”

5.D Trend Information

As a biotechnology company which primarily is still in the development stage, we are subject to costs of our clinical trials and other work necessary to support applications for regulatory approval of our product candidates. Health regulators have increased their focus on product safety. In addition, regulators have also increased their attention on whether or not a new product offers evidence of substantial treatment effect. These developments have led to requests for more clinical trial data, for the inclusion of a higher number of patients in clinical trials, and for more detailed analyses of the trials. In light of these developments, we expect these aspects of our research and development expenses may need to increase as we continue to fund our programs to the market. Notwithstanding this upward trend, our research and development expenses may still fluctuate from period to period due to varied rates of patient enrollment and the timing of our clinical trials as our existing trials are completed and new trials commence. We cannot predict with any degree of accuracy the outcome of our research or commercialization efforts.

5.E Critical Accounting Estimates

Not applicable.

Item 6. Directors, Senior Management and Employees

(Start of the Remuneration Report for **Australian Disclosure Requirements**)

The Mesoblast board of directors (“the Board”) presents the 2020/2021 Remuneration Report, which has been prepared in accordance with the relevant Corporations Act 2001 (“Corporations Act”) and accounting standards requirements.

The remuneration report sets out remuneration information for our company’s key management personnel (“KMP”) as defined in the International Accounting Standards 24 ‘Related Party Disclosures’ and the Australian Corporations Act 2001 for the financial year ended June 30, 2021.

The remuneration report has been audited as required by s308 (3C) of the Corporations Act.

Introductory Comments from Donal O’Dwyer, Nomination and Remuneration Committee Chairman

The 2021 financial year was an eventful one in terms of Company milestones with significant developments across all of the Company’s programs, as well as on the partnering and financing fronts.

We are very aware that the market value of the company is lower now than it was at this time last year and the factors that have led to this circumstance. The milestones have not all followed the roadmap as envisaged at this time last year. The FDA’s complete response letter was contrary to expectations following a 9:1 positive recommendation from the Oncologic Drugs Advisory Committee and recruitment in the COVID-19 acute respiratory distress syndrome trial was stopped following the third interim analysis by the Data Safety and Monitoring Board.

While these outcomes were not as planned, the Mesoblast executive team responded quickly to adapt strategies so that Mesoblast’s path to commercialization can progress. There was also progress made within the programs for the treatment of chronic lower back pain due to degenerative disc disease and chronic heart failure, for which Phase 3 trials completed during the year with encouraging results.

The combination of mixed outcomes balanced by levels of program execution that were above expectation are reflected in this year’s remuneration outcomes, with an STI outcome of 65% and 60% of maximum for the CEO and CFO respectively, incorporating committee exercise of negative discretion. On the LTI front, no vesting milestones were realized for this year for the KMP. Fixed remuneration for our KMP has remained static year on year.

Last year we reported significant changes made to the remuneration framework by the Nomination and Remuneration Committee, which remain in place. These changes were positively received by investors, who overwhelmingly voted for the remuneration report resolution at the 2020 AGM (96.18%). The changes included:

- Decreasing the amount of annual cash that the CEO could earn through halving the STI opportunity from 100% of fixed remuneration to a maximum of 50% of fixed remuneration (the STI represented 14% of total maximum remuneration opportunity in FY21).
- Decreasing the weighting of the CEO’s fixed remuneration and increasing the weight of pay contingent on performance.
- Making long term incentives a major part of the CEO’s remuneration package. These consist of an option grant subject to milestone performance conditions which must be achieved over 3 years. If achieved earlier, vesting is restricted so that it is only by the third year that all options will have vested.
- Requiring KMP and executive options to be subject to both milestone achievement and continued service before vesting.
- Describing the KMP LTI rationale and performance conditions with greater detail.

Not only have these changes resulted in lower cash costs, preserving our cash reserves for investing in research and commercialization, but the change in remuneration mix towards long-term performance tested options better ensures that executive outcomes are aligned to those of shareholders. The executives only receive the value from any milestone-based options that vest if shareholders also realize increases in share price over the same period.

During the last year, in order to ensure our remuneration settings remained competitive, we commissioned an international remuneration consultancy firm to help us rigorously and independently benchmark our executives on a role-by-role basis against an industry peer group of US listed organizations (14 companies selected with consideration to organization size, region, industry and clinical stage) and a peer group of listed ASX companies. Overall, the report supported the senior executive remuneration levels across Mesoblast, with the settings being competitive on an overall remuneration basis across both the industry peer group and the ASX peer group, although the LTI opportunities were at the lower end of the range for the industry peer group.

With respect to the CEO’s remuneration, the findings were similar to the other senior executives as it relates to fixed remuneration and STI. However, the relativity of the CEO’s LTI opportunity to the industry group benchmark was not aligned to that for the rest of the senior executive team, with the CEO’s LTI and total remuneration opportunity being significantly below market.

While we determined it prudent to remain below market, we increased the CEO's maximum LTI opportunity at the end of FY20 from 40% to 58% of total remuneration to partially correct the imbalance. To conserve cash, no adjustments were made to fixed remuneration or STI cash opportunity from their reduction in FY20 to permit a rebalance to the higher LTI opportunity. Our decision was also consistent with the stated preference of our investors for long term at risk pay that is aligned to the **increase** in shareholder wealth. This change was put to shareholders at the FY20 AGM for the CEO's FY21 LTI grant, which was passed with 94.96% support.

It is important to note when considering this change that:

- The LTI options will have no value unless share price increases.
- Milestone-based LTI awards in life science sectors typically have a higher risk profile than those in the broader market, and may not materialize to levels anticipated at grant.

As in FY20, the COVID-19 pandemic did not this year materially lead to a reduction in Mesoblast's circumstances, nor require Mesoblast to utilize government support. Mesoblast has actively implemented a COVID-19 program focused on employee safety and has instituted various changes to working requirements to minimize threats to our employees arising from the pandemic. While there has been some impact on our work schedule and efficiency the Board has deemed these to be minimal, such that there need be no special consideration of incentive targets set for KMP executives.

In summary, we believe FY21 has shown that the Mesoblast framework is fit for purpose by appropriately remunerating executives in the short term for consistent, timely, safe and efficient achievement of research objectives as well as strategic agility to remain on the path to commercialization, and ensuring zero executive LTI value accrues unless shareholder value has increased. We trust you will agree and support our remuneration framework and as always welcome your further feedback.

Donal O'Dwyer
Nomination and Remuneration Committee Chairman

Key Management Personnel (KMP)

Key management personnel (KMP), defined as individuals who have authority and responsibility for planning, directing and controlling the activities of the company, directly or indirectly, and including all directors, are listed in Table 1.

Table 1 – Mesoblast KMP during FY2021

Name	Position	Country	Portion of year served as KMP
Non-executive directors			
Joseph Swedish	Independent Chairman, Board of Directors Member, Audit and Risk Committee	US	Full Year
William Burns	Independent Vice Chair, Board of Directors Member, Nomination and Remuneration Committee	Switzerland	Full Year
Donal O'Dwyer	Independent Non-executive Director Chair, Nomination and Remuneration Committee Member, Audit and Risk Committee	Australia	Full Year
Michael Spooner	Independent Non-executive Director Chair, Audit and Risk Committee Member, Nomination and Remuneration Committee	Australia	Full Year
Eric Rose	Independent Non-executive Director	US	Full Year
Shawn Cline Tomasello	Independent Non-executive Director Member, Nomination and Remuneration Committee	US	Full Year
Philip Facchina	Independent Non-executive Director	US	Since March 29, 2021
Executive director			
Silviu Itescu	Chief Executive Officer Executive Director	Australia	Full Year
Other executive KMP			
Josh Muntner	Chief Financial Officer	US	Full Year

Details of Directors and Senior Management

Board of Directors

Joseph Swedish, MHA

Appointed as Chairman of the Board of Directors on April 1, 2019.

Experience and expertise

Joseph. R. Swedish has more than two decades of healthcare leadership experience as the CEO for major United States healthcare enterprises. Most recently, he has served as Executive Chairman, President and CEO of Anthem Inc., America's leading health benefits provider. Prior to joining Anthem, Mr. Swedish was CEO for several major integrated healthcare delivery systems, including Trinity Health and Colorado's Centura Health. Currently, he sits on the board of directors of IBM Corporation, CDW Corporation, and Centrexion Therapeutics. Mr. Swedish is a member and previously Chairman of Duke University's Fuqua School of Business Board of Visitors. Previously, he was Chairman of the Catholic Health Association and the America's Health Insurance Plans. Mr. Swedish received a bachelor's degree from the University of North Carolina and his master's degree in health administration from Duke University.

Other current directorships of listed public companies

Non-Executive Director, IBM Corporation (since 2017)

Non-Executive Director, CDW Corporation (since 2015)

Former directorships of listed public companies within the last 3 years

Executive Chairman, Anthem, Inc. (2013 - 2018)

William Burns, BA

Non-Executive Member of the Board of Directors

Experience and expertise

Mr. Burns has served on our board of directors since 2014 and was appointed Vice Chairman in 2016. He spent his entire management career at the Beecham Group and F. Hoffmann-La Roche Ltd. He was Chief Executive Officer of Roche Pharmaceuticals from 2001 to 2009, when he joined the board of directors of F. Hoffmann-La Roche Ltd. until he retired in 2014. He is the Chair of Molecular Partners, and has been a Non-Executive Director of Shire PLC, Chugai Pharmaceutical Co., Genentech, Crucell, and Chairman of Biotie Therapies Corp. from 2014 until its sale to Acorda Therapeutics Inc. in 2016. Mr Burns is also a member of the Oncology Advisory Board of the Universities of Cologne/Bonn in Germany. In 2014, he was appointed a trustee of the Institute of Cancer Research, London, and from March 2016 until April 2020 a Governor of The Wellcome Trust in London, UK. His extensive experience in the pharmaceutical industry, specifically as a member of the board of directors of other pharmaceutical companies, provides pharmaceutical, healthcare, industry, leadership and management expertise.

Other current directorships of listed public companies

Chair of Molecular Partners (since 2018)

Former directorships of listed public companies within the last 3 years

Non-executive Director, Shire (UK) (2010 – 2018)

Philip Facchina

Appointed to the Board as a Non-Executive Director on March 29, 2021.

Experience and expertise

Mr. Facchina brings more than 35 years of experience in corporate strategy, capital markets, finance, and business development across several industries, including healthcare. Since 2018, Mr. Facchina has been Chief Strategy Officer at SurgCenter Development, the largest privately held operator of ambulatory surgery centers in the US, overseeing the company's strategic relationships, including its relationships with the broad US ASC market, certain hospital systems and other market constituents. Prior to SurgCenter, Mr. Facchina spent two decades in the public and private capital markets, where he managed liquid and illiquid portfolios, and managed public and private capital transactions of equity and debt, led M&A and special advisory processes including take-privates. From 2008 to 2017, Mr. Facchina served as a Partner, Co-Portfolio Manager and the Chief Operating Officer of Ramsey Asset Management, an institutional investment management firm, and from 1998 to 2008 Mr. Facchina led the technology, media and communications and healthcare investment banking groups of FBR Capital Markets. Mr. Facchina currently serves as an independent director for ViON

Corporation and Millennium Global Treasury Services, and is Advisor to the CEO of Johanna Foods Inc, where he heads the Audit Committee and he also serves as an advisor to New Markets Venture Partners. Previously, among other directorships and committee posts, Mr. Facchina served on the Board of Web.com, where he led Corporate Governance. Mr. Facchina is a qualified financial expert for SEC and NASDAQ purposes.

Other current directorships of listed public companies
None

Former directorships of listed public companies within the last 3 years
Web.com (2010-2018)

Donal O'Dwyer, BE, MBA

Non-Executive Member of the Board of Directors

Experience and expertise

Mr. O'Dwyer has served on our board of directors since 2004. He has over 25 years of experience as a senior executive in the global cardiovascular and medical devices industries. From 1996 to 2003, Mr. O'Dwyer worked for Cordis Cardiology, the cardiology division of Johnson & Johnson's Cordis Corporation, initially as its president (Europe) and from 2000 as its worldwide president. Prior to joining Cordis, Mr. O'Dwyer worked with Baxter Healthcare, rising from plant manager in Ireland to president of the Cardiovascular Group, Europe, now Edwards Lifesciences. Mr. O'Dwyer is a qualified civil engineer with an MBA. He is on the board of directors of Fisher & Paykel Healthcare Ltd and NIB Holdings Ltd. He also served on the board of Cochlear Ltd for 15 years and retired from their board in October 2020. With his experience as a senior executive and a director, as well as his extensive experience in the cardiovascular and medical devices industries, Mr. O'Dwyer provides business, science, engineering and management expertise.

Other current directorships of listed public companies
Non-executive Director, Fisher & Paykel Healthcare (since 2013)
Non-executive Director, NIB Holdings Ltd (since 2016)

Former directorships of listed public companies within the last 3 years
Non-executive Director, CardiacX Ltd (formerly called Atcor Medical Holdings Ltd) (2004 – 2019)
Non-executive Director, Cochlear Ltd (2005 - 2020)

Eric Rose, MD

Non-Executive Member of the Board of Directors

Experience and expertise

Dr. Rose has served on our board of directors since 2013. From 2007 through 2021, Dr. Rose was with SIGA Technologies initially as CEO from 2007 to 2017 and then Chairman. From 2008 through 2012, Dr. Rose served as the Edmond A. Guggenheim Professor and Chairman of the Department of Health Evidence and Policy at the Mount Sinai School of Medicine. From 1994 through 2007, Dr. Rose served as Chairman of the Department of Surgery and Surgeon-in-Chief of the Columbia Presbyterian Center of New York Presbyterian Hospital. From 1982 through 1992, he led the Columbia Presbyterian heart transplantation program in the United States. Dr. Rose currently sits on the board of directors of ABIOMED. His experience as a surgeon, researcher and businessman provides medical, pharmaceutical, scientific and industry expertise.

Other current directorships of listed public companies
Non-executive Director, ABIOMED, Inc. (2007 – 2012, 2014 – present)

Former directorships of listed public companies within the last 3 years
Chairman, SIGA Technologies, Inc. (2017 - 2021)

Michael Spooner, BCom, ACA, MAICD

Non-Executive Member of the Board of Directors

Experience and expertise

Mr. Spooner has served on the Board of Directors since 2004. During this period he has filled various roles including as Chairman from the date of the ASX public listing in 2004 until 2007. Over the past several years Mr. Spooner has served on the board of directors in various capacities at several Australian and international biotechnology companies, including BiVacor Pty Ltd (2009-2013), Advanced Surgical Design & Manufacture Limited (2010-2011), Peplin, Inc. (2004-2009), Hawaii Biotech, Inc. (2010-2012), Hunter Immunology Limited (2007-2008), and Ventracor Limited (2001-2003). He has been the Chairman of Simavita Ltd since May 2016 and Chairman of MicrofluidX since February 2018. Prior to returning to Australia in 2001, Mr. Spooner spent much of his career internationally where he served in various roles including as a partner to PA Consulting Group, a UK-based management consultancy, and a Principal Partner and Director of Consulting Services with PricewaterhouseCoopers (Coopers & Lybrand) in Hong Kong. In addition Mr Spooner has owned and operated several international companies providing services and has consulted to a number of U.S. and Asian public companies. Mr. Spooner provides executive management, commercial, business strategy and accounting expertise as well as established relationships with investment firms and business communities worldwide.

Other current directorships of listed public companies

Former directorships of listed public companies within the last 3 years
Chairman, Simavita Ltd (2016 - 2021)

Shawn Cline Tomasello, BS, MBA

Appointed to the Board as a Non-Executive Director on July 11, 2018.

Experience and expertise

With more than 30 years' experience in the pharmaceutical and biotech industries, Shawn Cline Tomasello has substantial commercial and transactional experience. Since 2015, Ms. Tomasello had been Chief Commercial Officer at leading immuno-oncology cell therapy company Kite Pharma, where she played a pivotal role in the company's acquisition in 2017 by Gilead Sciences for \$11.9 billion. Prior to this she served as Chief Commercial Officer at Pharmacyclics, Inc., which was acquired in 2015 by AbbVie, Inc. for \$21 billion. Ms. Tomasello previously was President of the Americas, Hematology and Oncology at Celgene Corporation where she managed over \$4 billion in product revenues, and was instrumental in various global expansion and acquisition strategies. She has also held key positions at Genentech, Pfizer Laboratories, Miles Pharmaceuticals and Procter & Gamble. Ms. Tomasello currently serves on the Board of Directors of Gamida Cell, Ltd. and UroGen Pharma, Ltd, TCR2 Therapeutics, and 4D Molecular Therapeutics. She previously served on the board of Principia Biopharma; acquired by Sanofi, Abeona Therapeutics (resigned), Clementia Pharmaceuticals, Inc. which was acquired by Ipsen, SA, and Diplomat Specialty which was acquired by United Healthcare. She received a MBA from Murray State University and a B.S. in Marketing from the University of Cincinnati. Her extensive experience in the pharmaceutical and biotech industries, particularly in the commercial and transactional fields, provides industry, leadership and management expertise.

Other current directorships of listed public companies

Director, Gamida Cell, Ltd. (since 2019)
Director, UroGen Pharma, Ltd. (since 2019)
Director, TCR² Therapeutics Inc. (since 2021)
Director, 4D Molecular Therapeutics (since 2020)

Former directorships of listed public companies within the last 3 years

Director, Clementia Pharmaceuticals, Inc. which was acquired by Ipsen, SA. (2018 – 2019)
Non-Executive Director, Diplomat Pharmacy, Inc. (2015 – 2020)
Director, Abeona Therapeutics, Inc. (2020)
Director, Principia Biopharma, Inc. which was acquired by Sanofi (2019-2020)

Senior Management

Silviu Itescu, MBBS (Hons), FRACP, FACP, FACRA

Chief Executive Officer

Executive Member of the Board of Directors

Experience and expertise

Dr. Itescu is our Chief Executive Officer (“CEO”). He has served our board of directors since our founding in 2004, was Executive Director from 2007 to 2011, and became CEO and Managing Director in 2011. Prior to founding Mesoblast in 2004, Dr. Itescu established an international reputation as a physician scientist in the fields of stem cell biology, autoimmune diseases, organ transplantation, and heart failure. He has been a faculty member of Columbia University in New York, and of Melbourne and Monash universities in Australia. In 2011, Dr. Itescu was named BioSpectrum Asia Person of the Year. In 2013, he received the inaugural Key Innovator Award from the Vatican’s Pontifical Council for Culture for his leadership in translational science and clinical medicine in relation to adult stem cell therapy. Dr. Itescu has consulted for various international pharmaceutical companies, has been an adviser to biotechnology and health care investor groups, and has served on the board of directors of several publicly listed life sciences companies.

Other current directorships of listed public companies

None

Former directorships of listed public companies within the last 3 years

None

Josh Muntner, BFA, MBA

Resigned effective August 31, 2021

Chief Financial Officer

Mr. Muntner has accrued 20 years’ experience in healthcare investment banking and corporate finance, and has been involved in a wide range of healthcare-related transactions with approximately \$11.0 billion in value. Most recently, he led corporate development and financial transactions at Nasdaq-listed biotechnology company, ContraFect Corporation. Previously, Mr. Muntner served as Managing Director and Co-Head of Healthcare Investment Banking at Janney Montgomery Scott, and spent nine years at Oppenheimer & Co. and its U.S. predecessor, CIBC World Markets. He also served as an investment banker at Prudential Securities. Mr. Muntner has a BFA from Carnegie Mellon and a MBA from the Anderson School at UCLA.

Andrew Chaponnel, BCom, CAANZ

Chief Financial Officer (interim) – appointed effective August 31, 2021

Mr. Chaponnel has around 25 years of experience in finance roles including 9 years with Mesoblast, initially as the Group Financial Controller (6 years) and for the past 3 years as Head of Finance. As part of Mesoblast Group finance leadership he has been integral to the implementation and maintenance of our borrowing arrangements, various strategic partnerships, equity placements, the NASDAQ IPO and leads both ASX and NASDAQ financial reporting. Previously Mr. Chaponnel has held several roles including management roles in chartered accountancy, logistics, retail and a CFO role within construction before moving into Healthcare. He is a member of the Chartered Accountants of Australia & New Zealand.

Fred Grossman D.O. FAPA

Chief Medical Officer

Dr. Grossman joined Mesoblast in August 2019 and leads the Medical Affairs, Drug Safety Clinical Operations and Biostatistics teams. Dr. Grossman is a Board-Certified psychiatrist and Fellow of the American Psychiatric Association with over 30 years of experience in research, academia, and practice. He has held executive positions leading and building clinical development, medical affairs, and pharmacovigilance in large and small pharmaceutical companies including Eli Lilly, Johnson & Johnson, Bristol Myers Squibb, Sunovion, Glenmark, and NeuroRx. Dr. Grossman has developed and supported the launch of numerous blockbuster medications addressing significant unmet medical needs across multiple therapeutic areas including CNS, immunology, immuno-oncology, respiratory, cardiovascular/metabolics, and virology. He has close relationships with thought leaders worldwide and has negotiated directly with the FDA and Global Health Authorities for approval of many drugs across therapeutic areas. He has numerous publications and presentations and has held several academic appointments.

Peter Howard, BSc, LLB (Hons)

General Counsel

Mr. Howard has served as our General Counsel and Corporate Executive since July 2011. As external counsel and partner at Australian law firm, Middletons (now, K&L Gates), Mr. Howard has been integrally involved with Mesoblast since its inception and public listing on the ASX in 2004. More generally, Mr. Howard has extensive experience with many biopharmaceutical firms and major research institutions, covering public listings, private financings, strategic, licensing, intellectual property and mergers and acquisition activities. He has done so in several roles, including as a partner at a major law firm, entrepreneur, director and senior executive.

John McMannis, PhD

Head of Manufacturing— Resigned during the reporting year but remains a consultant

Dr. McMannis served as our Head of Manufacturing since 2011. He has 27 years of experience in clinical cellular therapy trials in both academic and commercial environments. Before joining Mesoblast, Dr. McMannis served at the University of Texas MD Anderson Cancer Center as a Professor of Medicine from 1999 to 2011, and as the Director of the Cell Therapy Laboratory from 1999 to 2011, and as the Technical Director of the Cord Blood Bank from 2008 to 2011. Before his tenure at the University of Texas MD Anderson Cancer Center, Dr. McMannis was a Senior Director Technical Affairs at the Immunotherapy Division of Baxter and Therapy Scientist at COBE BCT (now Terumo BCT). Dr. McMannis has served on the scientific advisory boards at BioSafe SA, Biolife Solutions, Inc., and General Electric and on the board of directors for the American Association of Blood Banks, or AABB, and the National Marrow Donor Program, or NMDP, which operates the “Be the Match” donor program.

Justin Horst, BS

Head of Manufacturing

Justin Horst has 18 years of experience in clinical cell therapy manufacturing and industry development. During the past eight years, he has been Mesoblast’s Deputy Head of Manufacturing, with accountability for chemistry, manufacturing and control of the manufacturing processes. Before joining Mesoblast, Mr. Horst was at Lonza Walkersville Inc. for 10 years, holding numerous senior level positions within the manufacturing, project management, and business development groups. At Lonza, he was instrumental in the establishment of the contract manufacturing business, and managed multiple manufacturing teams supporting numerous custom supply processes. Mr. Horst obtained his B.S. in Biology from Towson University in Maryland.

Dagmar Rosa-Bjorkeson, MS, MBA

Chief Operating Officer

Dagmar Rosa-Bjorkeson has more than 25 years of global experience in the pharmaceutical industry, including executive leadership in corporate and product strategy, market development and operational execution. She has led multiple successful product launches, including Gilenya® for multiple sclerosis and Elidel® for atopic eczema. During her 17 years at Novartis, Ms. Rosa-Bjorkeson was Vice President and Head of its Multiple Sclerosis Business Unit; Vice President, Business Development and Licensing in the United States; and Country Head and President for Novartis Sweden. More recently, she served as Executive Vice President and President, Biosimilars, at Baxalta, now a wholly owned subsidiary of Takeda Pharmaceutical Company. Ms. Rosa-Bjorkeson was also Executive Vice President and Chief Strategy and Development Officer at Mallinckrodt Pharmaceuticals. She holds an MBA in Marketing, an MS in Chemistry and a BS, Chemistry from the University of Texas.

Michael Schuster, MBA

Pharma Partnering

Mr. Schuster, who joined Mesoblast in 2004, leads the Group's partnering discussions. Previously he was the head of the Group's investor relations outreach program and was part of the founding executive team at both Mesoblast Limited and Angioblast Systems, Inc. Mr. Schuster was Executive Vice President of Global Therapeutic Programs from 2010 to 2013 and was the Director of Business Development and Vice President of Operations from 2004 to 2010. He holds an undergraduate degree in science from Tufts University, a Master’s degree in Immunology & Microbiology from New York Medical College, and an MBA from Fordham University in New York.

Paul Simmons, PhD

Head of Research and New Product Development

Dr. Simmons has served as our Head of Research and New Product Development since 2011. He has nearly 30 years of experience in stem cell research, especially research in basic hematopoiesis and in precursor cells for the stromal system of the bone marrow, and served as President of the International Society of Stem Cell Research, or ISSCR, from 2006 to 2007. Prior to joining Mesoblast, Dr. Simmons held the C. Harold and Lorine G. Wallace Distinguished University Chair at the University of Texas Health from 2008 to 2011 and served as the inaugural Professor and Director of the Centre for Stem Cell Research at the Brown Foundation Institute of Molecular Medicine from 2006 to 2011. Dr. Simmons is, or has served as, an associate editor, a member of the editorial board, or a reviewer on multiple scientific and medical journals including Experimental Hematology, Cytotherapy and Stem Cell Research, Cell Stem Cell, Stem Reports, Science and Nature.

Geraldine Storton, BSc, MMS, MBA

Head of Regulatory Affairs and Quality Management

Ms. Storton is a seasoned pharmaceutical executive with more than 30 years' experience across the full value chain of Pharmaceutical and Medical Device Research and Development, production and commercialization worldwide. She has an extensive background in regulatory affairs and quality, most recently as a consultant to cell therapy companies. Prior to this, Ms. Storton held executive roles at Hospira, and its predecessor companies in both regulatory affairs and quality, with a focus on major program management. As Vice President, Program Management, Quality, at Hospira headquarters in Chicago, she led a company-wide quality remediation program to improve compliance in manufacturing across 15 facilities worldwide. As Regional Director, Commercial Quality ANZ, Asia and Japan, Ms. Storton was responsible for quality oversight and management of all products sold in Asia Pacific countries. Her responsibilities included regulatory compliance, batch release, field actions, complaints management, change control, due diligence and new product launch. As director of global regulatory operations, Ms. Storton managed development and registration of new products and on-market management of the existing product portfolio for all Hospira's products developed or manufactured within Asia Pacific for global distribution. She joined Mesoblast in December 2015.

There are no family relationships among any of our directors and senior management. The business address of each of our directors and senior management is Mesoblast Limited, Level 38, 55 Collins Street, Melbourne, VIC 3000, Australia.

KMP Interests

The relevant interest of each KMP, as defined by section 608 of the Corporations Act, in the share capital of Mesoblast, as notified by the directors to the ASX in accordance with section 205G(1) of the Corporations Act, at the date of this report is as follows:

Table 2 – KMP Interests

Director	Mesoblast Limited ordinary shares	Options over Mesoblast Limited ordinary shares
Silviu Itescu	68,958,928	3,085,334
Josh Muntner	—	1,000,000
William Burns	63,000	220,000
Donal O'Dwyer	1,234,392	100,000
Eric Rose	—	220,000
Michael Spooner	1,069,000	100,000
Joseph Swedish	—	500,000
Shawn Cline Tomasello	—	200,000
Philip Facchina ⁽¹⁾	273,224	—

(1) The board approved a grant of 200,000 options for Philip Facchina on April 15, 2021, this grant is subject to shareholder approval at the upcoming AGM. Mr Facchina also has a relevant interest in 68,306 warrants over ordinary shares.

Meeting of Directors

The number of meetings our board of directors (including committee meetings of directors) held during the year ended June 30, 2021 and the number of meetings attended by each director were:

Table 3 – Meeting of Directors

Director	Board of Directors		Audit and Risk Committee		Nomination and Remuneration Committee	
	A*	B*	A	B	A	B
Joseph Swedish	25	24	4	3	—	—
William Burns	25	21	—	—	6	6
Silviu Itescu	25	25	—	—	—	—
Donal O'Dwyer	25	24	4	4	6	6
Eric Rose	25	23	—	—	—	—
Shawn Tomasello	25	24	—	—	6	5
Michael Spooner	25	23	4	4	6	6
Philip Facchina	6	6	—	—	—	—

A = Number of meetings held during the time the director held office or was a member of the committee.

B = Number of meetings attended by board/committee members

— = Not a member of the relevant committee

* = This includes both meetings scheduled in the board calendar as well as teleconference meetings organized on an ad-hoc basis. Each director attended every scheduled meeting in the board calendar.

6.B Compensation

KMP Remuneration Governance

The Board is responsible for Mesoblast's remuneration strategy and approach. The Nomination and Remuneration Committee advises the Board on remuneration and incentive policies and practices generally, and makes specific recommendations on remuneration packages and other terms of employment for executive Directors, other senior executives and non-executive Directors.

The Nomination and Remuneration Committee is wholly comprised of independent members: Donal O'Dwyer (Chair), William Burns, Michael Spooner and Shawn Tomasello. The board is satisfied that Donal O'Dwyer and Michael Spooner are independent despite their long-standing tenure on the board and Mr. Spooner's brief role as an executive Chairman following the company's incorporation.

The Nomination and Remuneration Committee is primarily responsible for making recommendations to the Board on:

- Board appointments
- Non-executive director fees
- Executive remuneration framework
- Remuneration for executive directors, namely the CEO, and other key executives
- Short-term and long-term incentive awards
- Share ownership plans

The Nomination and Remuneration Committee's objective is to ensure remuneration policies are fair and competitive and have regard for industry benchmarks whilst being aligned with the objectives of our company.

The Committee receives proposals from the executive team, which it critically reviews. When appropriate the Nomination and Remuneration Committee will seek advice or recommendations from independent expert consultants, such as the benchmarking study received during the year and referenced in the introductory comments to this report. Advice provided by consultants during the year did not constitute a 'remuneration recommendation' as defined in section 9B of the Corporations Act and was received free from any undue influence by Key Management Personnel to whom the advice related.

Executive Remuneration Strategy

The Company's remuneration strategy is designed to ensure Mesoblast can:

- Attract and retain experienced leaders and emerging experts in an innovative field and on a global basis
- Reward performance that will lead in the long term to improved patient outcomes and increased shareholder wealth.

Our team is small. Mesoblast has only 83 employees, 58% of whom are in the US, with the remainder in Australia, Singapore and Switzerland. Retaining these employees, who often are at the top of their respective fields, is imperative in ensuring Mesoblast can continue in a consistent manner to work towards what are difficult, complex and long-term goals.

Biopharmaceutical product development is a highly specialized and speculative undertaking and it involves a substantial degree of risk. To achieve and maintain long term profitability, companies must successfully develop product candidates, obtain regulatory approval, and manufacture, market and sell those products for which regulatory approval is obtained. If this occurs, revenues depend on the size of markets in which product candidates receive approval, the ability to achieve and maintain sufficient market acceptance, pricing, reimbursement from third-party payors, and adequate market share for our product candidates in those markets. Not all companies succeed in these activities, and not all companies generate revenue from product sales that is significant enough to achieve profitability.

To have a chance of success, it is imperative that executives

- a) possess the specialized skills to understand the complex products being developed and the various regulatory requirements imposed across the globe
- b) apply high degrees of discipline to ensure research and trials are undertaken safely and effectively, to a rigorous standard and schedule, within tight budget constraints
- c) seek to deliver earlier, with lower costs, key, well-defined milestones critical to progressing Mesoblast technology
- d) stay focused on the end goal of commercialization.

While it may be many years from initial research until milestones lead to profitable outcomes, this does not reduce the importance of the milestones themselves. Without the interim milestone steps on the way to therapy commercialization, the extensive safety and efficacy data required would not be sufficient and approval by global regulatory authorities would not be achievable. Time and costs are an important component part in this process of research, testing and milestone achievement, as both have compounding effects on shareholder value.

To address the above, Mesoblast's remuneration framework comprises:

- competitive fixed remuneration
- annual incentives payments contingent on intensive research, approvals and trials being undertaken on time and budget
- longer term milestone-based incentive payments
- payment delivered, in part, as options, which conserves cash, aligns with shareholder interests, and focuses executives on strategy, risk management, and execution that optimizes shareholder value.

Mesoblast generally sets cash-based STIs at a lower quantum than option-based LTIs to conserve cash flow, focus executives on value creation, and align executives with shareholders.

The current average tenure of our executive team of 7 years suggests that the framework works well to attract and retain appropriate executive leadership.

Executive Remuneration Framework

Further details on the Mesoblast Executive Remuneration Framework is provided in Table 4 – Executive Remuneration Framework.

Table 4 – Executive Remuneration Framework

	Fixed Pay	Short-term Incentives	Performance-based Remuneration	Long-term Incentives
Strategic Rationale	<p>Attract and retain key personnel on a global basis via competitive remuneration.</p> <p>Comply with regional statutory and customary benefits (e.g., superannuation in Australia; medical insurance in the US.)</p>	<p>Focuses attention on key KPIs (in areas such as clinical, financial and partnering strategy, manufacturing, commercial, or organizational structure and development) under cost and time constraints that will lead to long-term improvement in patient outcomes and shareholder wealth.</p>	<p>Serves multi-pronged purpose:</p> <ul style="list-style-type: none"> - Aligns remuneration outcomes with shareholder wealth creation. - Provides a framework for wealth creation by prioritizing key objectives that are critical for long-term profitability. - Rewards speed of achievement, that can have long term compounding effects - Retains employees via deferral - Provides value only if milestones accumulate for increases in share price, aligning with the shareholder experience. - Conserves cash. - Enables risk management via malus. 	
Process	<p>Assessed annually on market relativities in relevant markets based on position accountabilities. The Nomination and Remuneration Committee makes specific recommendations to the board on remuneration packages for senior executives for approval.</p>	<p>Paid annually for performance against annual corporate and individual KPIs. The Nomination and Remuneration Committee sets the CEO's KPIs. These are used to measure the company performance, which determines the pool available for other employees. Allocations from that pool for senior management are determined with reference to individual KPIs which have been set by the CEO. Resulting outcomes are approved by the Nomination and Remuneration Committee.</p>		<p>The Nomination and Remuneration Committee assesses vesting for the LTI milestones.</p>

Eligibility	All employees	All employees hired on or before March 31, 2021 are eligible for consideration. Employees hired during the year are recognized on a pro-rata basis.	All eligible participants who are in positions to influence achievement of our long-term outcomes and, where required, for attraction and retention.
Quantum of opportunity	Set according to each position's accountabilities, the incumbent's experience and qualifications, and regional market relativities.	Set as a percentage of fixed pay. Quantum generally lower than LTI to conserve cash. Current CEO maximum STI: 50% of Fixed Remuneration. Current CFO maximum STI: 50% of Fixed Remuneration.	Set using a percentage of fixed pay as a guideline. Current CEO maximum LTI: approximately 200% of fixed remuneration. As disclosed in the FY20 AGM, the CEO grant was increased to bridge some of the gap with industry LTI practice while also decreasing the weighting of the CEO fixed remuneration and STI. The grant received 94.96% approval. Current CFO maximum LTI: 100% of fixed remuneration The actual grant value for the CEO and CFO LTI may vary year on year from this proportion based on various factors being taken account including: - shareholder dilution - internal relativities - share price volatility While the value may fluctuate on a year-to-year basis, the guideline should stand on a long term basis. Options over ordinary shares in Mesoblast Limited with a 7-year expiry date. Option exercise price will be based on the 5-day VWAP to grant date.
Delivered as	Cash	Cash	
Performance and service period	N/A	1 year	Three years with provision for earlier vesting limited to one third per year to (a) encourage speed of achievement, and (b) defer material amounts for better governance and (c) encourage executive focus on achievements that have a longer term impact on shareholder value.

Discretion, malus and clawback

N/A

The board has the authority to use its discretion to amend individual outcomes "in year", including down to zero, prior to any payment.

The board has ultimate discretion in determining vesting outcomes. Until options are exercised, the board may also apply discretion in situations where executives have behaved dishonestly or fraudulently to lapse options (unvested and vested).

Cessation of employment

No award will be made to employees who have ceased employment.

Unvested options are forfeited unless Board exercises discretion. Vested options can be retained subject to being exercised within 60 days of cessation or other timeframe specified by the board.

Hedging

The company's share trading policy prohibits hedging via the company's derivatives.

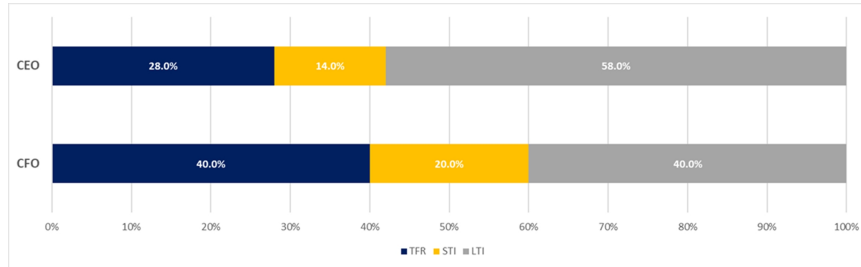
Oversight

Individual outcomes are reviewed and approved first by the Nomination & Remuneration Committee and then the Board.

Remuneration Mix

The target remuneration mix at maximum for the CEO and the CFO is described in Figure 1.

Figure 1 – KMP Remuneration Mix.



The actual grant value year-on-year may vary from the target remuneration mix depending on factors such as:

- Dilution considerations
- Internal relativities
- Date of grant
- Difficulty of milestones

Responses to frequent questions on the Mesoblast framework

The following table presents responses to common queries on the Mesoblast remuneration framework.

Table 5 – Executive Remuneration Framework

<p>Why do you use milestone performance measures for the STI and LTI?</p>	<p>Traditional financial metrics are not meaningful, nor can they be effectively used to accurately reflect the performance of our company. What creates lasting shareholder value are successful outcomes from research and development, entry into new collaborations and achievement of other planned and well considered corporate objectives. Success will only result in significant reward under the LTI if the market values our achievements. If it does, our share price increases. The LTI options become valuable. If not, the options have no intrinsic value. This combination of milestones and payment in options work in tandem for a sober, fair payment for performance aligned with shareholder returns. This is a standard biotechnology company practice.</p>
<p>Why does some of the long term incentive award vest earlier than a three year period?</p>	<p>Within biotechnology, basing long term incentives on achievement of performance milestones is a tried and true measure of aligning pay with performance. The other factor that is critical is time. While we allow three years for milestones, earlier is better, because we will have achieved it using less cash expense than if achieved at the end of 3 years. Therefore, we have configured the plan to allow for early vesting for early achievement, but only to a point. We still insist that even if all milestones are achieved early, some options remain unvested for 3 years, to ensure that, if given a choice with a limited budget, employees focus on those milestones most likely to deliver the most value over the longer term, as well as encouraging employee retention. We believe that this framework is innovative, and a great fit for the nature of our business. We acknowledge it does not look and feel like a typical ASX-listed company LTI, and therefore may not meet the standard guidelines applied by many, but we are not typical. We are open to considering alternatively designed incentives that address the value drivers of milestone achievement, time to achieve them, prioritization of milestones with most value potential given limited resourcing, and impact on longer term share price. But so far we have not found any quite as effective.</p>
<p>What is Mesoblast's position on diversity?</p>	<p>The Group values diversity and recognizes the benefits it can bring to the organization's ability to achieve its goals. Diversity can lead to a competitive advantage through broadening the talent pool for recruitment of high quality employees, by encouraging innovation and improving a corporation's professionalism and reputation. Accordingly, the Group is committed to promoting diversity within the organization and has adopted a formal policy outlining the Group's diversity objectives.</p> <p>With respect to gender diversity, as at 30 June 2021, 54% of the Company's employee base were female and 30% of the Company's senior executives were female. The Board is conscious of the gender imbalance at board level (with only one of the seven non-executive directors being female) and has an objective to increase this number as vacancies arise and circumstances permit.</p>
<p>Why is there no STI deferral?</p>	<p>STI is not a heavily weighted part of the remuneration framework across the Company.</p> <p>There is sufficient remuneration deferred already, in the form of unvested options, that would be at risk in the event of poor conduct, mismanagement or reputational damage.</p>
<p>Why is there no consideration of ENS (Environment and Sustainability) issues in the STI or LTI vesting considerations?</p>	<p>Mesoblast's mission to bring to market innovative medicines comprised of naturally-occurring cellular materials to treat serious and life-threatening illnesses is fundamentally consistent with ENS principles, although there are relevant supply chain and carbon footprint considerations. At this stage, Mesoblast's physical footprint is limited to office and laboratory space for its employee base of less than 100, so while management is actively engaged in reducing the Company's carbon footprint, its ability to materially improve its ENS impact is currently limited. We will continue to consider having ENS-related remuneration milestones in the future, in particular if and when Mesoblast has its own manufacturing facilities and approved products.</p>

Mesoblast performance during FY2021

Table 6 provides share price performance data and selected financial results.

Table 6 – Company share price performance and selected financial results over the last five years

	Currency	2021	2020	2019	2018	2017
Share price (ASX:MSB)						
– closing at June 30	A\$	1.98	3.25	1.48	1.48	2.08
– high for the year	A\$	5.50	4.45	2.34	2.36	3.44
– low for the year	A\$	1.72	1.02	1.04	1.19	1.03
Market capitalization at June 30 (millions)	A\$	1,285	1,898	738	714	891
– increase/(decrease) – (millions)	A\$	(613)	1,160	24	(177)	479
– increase/(decrease) – as %		(32%)	157%	3%	(20%)	116%
Revenue (millions)	US\$	7.5	32.2	16.7	17.3	2.4
– increase/(decrease) – as %		(77%)	92%	(4%)	619%	(94%)
Loss before income tax (millions)	US\$	99.6	87.4	98.8	66.0	90.2
Net Assets (millions)	US\$	581.4	549.3	481.1	546.0	516.8

FY2021 has been an extremely busy year for Mesoblast. The team has reached important corporate and clinical outcomes across Mesoblast's major programs including:

- Successful completion of US\$110 million private placement, with cash balance at June 30, 2021, of US\$136.9 million. Private placement was led by US investor group SurgCenter Development (SurgCenter), one of the largest private operators of ambulatory surgical centers (ASC) in the US specializing in spine, orthopaedic and total joint procedures.
- Appointment of Philip J. Facchina, Chief Strategy Officer of SurgCenter, to the Mesoblast Board of Directors
- Responding to the receipt of the United States Food & Drug Administration (FDA) Complete Response Letter last October via discussions with the United States Food & Drug Administration (FDA). These have occurred through a well-established regulatory process that may include a resubmission with a six-month review with the aim of achieving approval of remestemcel-L in the treatment of steroid-refractory acute graft versus host disease (SR-aGVHD) in children.
- Collating, analysing, finalising and releasing results from the randomized controlled trial of remestemcel-L in 222 ventilator-dependent COVID-19 patients with moderate/severe acute respiratory distress syndrome (ARDS). These showed that patients who received remestemcel-L had a reduced mortality through 60 and 90 days in the pre-specified population under 65 years old.
- Collating, analysing, finalising and releasing results from the trial of rexlemestrocel-L (MPC-06-ID) in 404 patients with chronic low back pain (CLBP) due to degenerative disc disease (DDD). These showed that a single injection of rexlemestrocel-L + hyaluronic acid (HA) carrier may provide at least two years of pain reduction, with opioid sparing activity in patients using opioids at baseline.
- Collating, analysing, finalising and releasing results from the Phase 3 trial of rexlemestrocel-L (REVASCOR®) in 537 patients with chronic heart failure (CHF) with reduced left ventricular ejection fraction (HFrEF), which showed that a single dose of rexlemestrocel-L resulted in substantial reductions in heart attacks and strokes across the entire evaluable study population of NYHA class II and III patients and a significant and durable reduction in cardiac death in patients with New York Heart Association (NYHA) class II disease.
- Commencement of an investigator-led randomized, controlled study of remestemcel-L delivered by an endoscope directly to the areas of inflammation and tissue injury in up to 48 patients with medically refractory Crohn's disease or ulcerative colitis.
- Mesoblast has entered into a license and collaboration agreement with Novartis for the development, manufacture, and commercialization of remestemcel-L, with an initial focus on the treatment of acute respiratory distress syndrome (ARDS), including that associated with COVID-19. The agreement remains subject to certain closing conditions, including time to analyze the results from the COVID-19 ARDS trial.

Remuneration outcomes for the year ended June 30, 2021

Fixed remuneration

The CEO and CFO's fixed remuneration did not change from FY2020 to FY2021. The CEO's fixed remuneration has not changed since 2015.

STI

As announced last year, the quantum of the CEO's STI opportunity reduced by 50% from FY2019 to FY2020 due to the introduction of an LTI into the CEO's remuneration mix in response to investor feedback. This has reduced the cash cost of the CEO's total remuneration by 40%.

The CEO's STI objectives and outcomes for FY21 incorporating committee discretion are described in Table 7, resulting in an STI outcome of 65% of maximum for the CEO. The CFO's STI outcome was 60% of maximum.

Table 7 - Performance against FY2021 STI KPIs

KPI Category	KPI	Maximum as % of total STI	Rating	Outcome as % of total STI
Execute on Major Clinical Programs				
Significant progress has been made on our major clinical programs during this year with major Phase 3 readouts and FDA interactions. The Board acknowledges that not all the clinical and regulatory outcomes across the programs were as planned, but management's prompt response to these outcomes and adaptation and execution of strategies to enable the continued progress each program was considered commendable. The Board assessed that this objective was partially achieved.				
Total for Major Clinical Programs		70%	70%	49%
Remestemcel-L -Acute GVHD	<ul style="list-style-type: none"> Post CRL outcome, execute FDA strategy for accelerated approval in pediatric acute GVHD through Type A meeting and dispute resolution process. 	(15%)		
Remestemcel-L -COVID 19 ARDS	<ul style="list-style-type: none"> Completion of Phase 3 trial enrolment and readout. Progress in regulatory pathway through meeting with FDA. Manufacturing process developments. 	(30%)		
Chronic Heart Failure (CHF) and Chronic Lower Back Pain (CLBP)	<ul style="list-style-type: none"> Progress in regulatory pathway through meeting with FDA. Manufacturing process developments. 	(25%)		
Execute on Financing and Partnering Strategy				
There have been substantial achievements during the year in this category. A partnership was signed with a large pharmaceutical company, but at the time of this report it has yet to close. Accordingly, the Board has decided that this outcome was only partially met for this year's STI outcome. Additionally, a well-executed private placement ensured the Group was well funded and able to continue its important development and commercialization work. This placement was completed at a minimal discount to the market price. The Board assessed this objective was completely achieved.				
Partnering	<ul style="list-style-type: none"> Execution of a major partnering transaction achieved through the strategic partnership with a large pharmaceutical company. 	20%	30%	6%
Finance	<ul style="list-style-type: none"> Successfully raised US\$110 million of capital to fund ongoing operations in March 2021 with minimal discount to prevailing share price at the time. Successfully deferred principal repayment terms on our existing structure debt arrangements as a result of achieving key commercial milestones. 	10%	100%	10%

This results in an overall STI outcome of 65% of maximum, such that the CEO has forfeited 35% of his total incentive opportunity.

LTI

Two conditions must be met for milestone options to vest.

- The milestone for that option must be met
- Achievement must be within the performance period

No LTI option tranches became eligible to vest during FY21 for the CEO. The vesting of the CEO's LTI is based on meeting clinical and commercialization milestones, as well as completion of licensing or collaboration agreements to build shareholder value. The FDA's approval of remestemcel-L was targeted for September FY21. Since this did not occur, this tranche did not become eligible to vest and will not unless approval is achieved within the three-year period.

Details on the LTI options that could have vested based on FY21 performance and have vested based on prior year performance are summarized in Table 8, along with the financial year in which those options will vest after milestones have been met.

Where an LTI milestone remains commercial in confidence it has been described in general terms. Many milestones also have an associated delivery window and/or budget which are taken into account when determining if it was achieved. Some clinical outcomes can be partially met depending on the quality and/or cost of results or extent of patient participation.

Table 8 – LTI Outcomes of July 2019 and 2020 grants

	Number of options granted/Date granted	Milestone	Portion of grant attributed to milestone	Status	FY in which the tranche will vest based on time-based vesting conditions (1)
CEO	1,200,000 Nov 2020(1)	• Clinical/Commercialisation milestones related to clinical and commercialization progress across the Company's lead programs.	40%	Pending	Pending
		• Completion of a significant licensing/collaboration agreement to build shareholder value and other confidential financing objectives.	40%	Pending	Pending
		• Manufacturing milestones related to process development.	20%	Pending	Pending
	1,346,667(2) Nov 2019	• Granting of a PDUFA date for remestemcel-L(4).	50%	Achieved during FY20	FY21- 66.7% FY22- 33.3%
		• US FDA approval of remestemcel-L(3).	50%	Pending	Pending
CFO	350,000 July 2020	• Support and implementation of licensing deal with a large pharmaceutical company.	33.3%	Pending	Pending
		• Completion of corporate financing transaction of material value.	33.3%	Pending	Pending
		• Prepare and execute fund raising transactions including equity, debt and other financing transactions.	33.3%	Pending	Pending

500,000 July 2019	• Completion of capital raisings (September 2019, May 2020).	40%	Achieved during FY20	FY21 – 41.7% FY22 – 41.7% FY23 – 16.6%
	• Support and implementation of Grünenthal licensing deal (September 2019).	40%	Achieved during FY20	FY21 – 41.7% FY22 – 41.7% FY23 – 16.6%
	• Execute key value accretive business development transactions.	20%	Pending	Pending

- (1) This grant was approved by the Board on July 16, 2020 and granted on November 24, 2020 after shareholder approval for the grant was received at the AGM.
- (2) This grant was approved by the Board on July 20, 2019 and granted on November 27, 2019 after shareholder approval for the grant was received at the AGM. 538,667 of the options granted were not milestone based and have not been included in the above table. The 538,667 options were granted as a substitute for a reduction made to the FY2019 short-term cash bonus to conserve cash.
- (3) For the treatment of pediatric SR acute GVHD.

Table 9 represents remuneration paid to each executive KMP during the year as required by Section 300A of the Corporations Act 2001.

Table 9 – Statutory remuneration paid to executive KMP

Name	Year	Currency	Short-term benefits					Post-employment benefits Super-annuation \$	Long-term benefits Long service leave \$	Share-based payments Options ⁽³⁾ \$	Other Termination benefits \$	Total Statutory Remuneration \$	% of performance-based remuneration %
			Base salary \$	Short-term cash bonus ⁽¹⁾ \$	Annual Leave/Holiday Pay \$	Non-monetary benefits \$	Health and Other Benefits ⁽²⁾ \$						
Silviu Itescu - Executive Director													
	2021	A\$	1,010,000	328,250	77,687	—	—	21,694	16,880	1,207,365	—	2,661,876	58%
	2020	A\$	1,010,000	555,500	69,931	—	—	21,003	16,926	978,232	—	2,651,592	58%
Josh Muntner - Executive KMP													
	2021	A\$ ⁽⁴⁾	509,877	213,255	7,842	—	47,192	—	—	404,296	—	1,182,462	52%
	2020	A\$ ⁽⁴⁾	568,876	306,652	18,245	—	41,066	—	—	339,301	—	1,274,140	51%
	2021	US\$	382,000	159,771	5,875	—	35,356	—	—	302,898	—	885,900	52%
	2020	US\$	382,000	205,917	12,252	—	27,576	—	—	227,840	—	855,585	51%

- (1) In FY2021, the CFO bonus amount includes a deferred sign-on payment of US\$45,171 in addition to an amount of US\$114,600 awarded for achieving 60% of his STI target. In FY2020, the CFO bonus amount includes a deferred sign-on payment of US\$24,467 in addition to an amount of US\$181,450 awarded for achieving 95% of his STI target.
- (2) Includes health, dental, vision, life, long and short-term disability insurances.
- (3) The CEO's share based payment includes amounts related to options approved at the November 2019 AGM. The amounts included are A\$280,418 and A\$197,446 for FY2020 and FY2021, respectively.
- (4) The A\$ results have been determined by calculating the average rate of the exchange rates on the last trading day of each month during the period. A US\$:A\$ exchange rate of 1:0.7492 has been used for the year ended June 30, 2021 and 1:0.6715 for the year ended June 30, 2020.

Non-Executive Director (“NED”) Remuneration

As at June 30, 2021 the Board comprised of seven NEDs; two based in Australia, four in the United States and one in Switzerland. These directors are global experts in the biopharmaceutical industry and capital markets, each with relevant experience in biotechnology and/or healthcare industries.

The NED fees (in Table 10) reflect responsibilities and work involved with directing a company of Mesoblast’s technological and geographical complexity, our financial position, regulatory and compliance context, and market practice in each director’s domicile. The fee levels and structures reflect what is necessary to recruit and retain directors with global experience in this industry. There have been no changes to NED fees from last year.

Table 10 – NED fees
(exclusive of superannuation where applicable for Australian directors)

Position	Currency	As at June 30, 2021		
		Board of Directors	Audit and Risk Committee	Nomination and Remuneration Committee
Chair	US\$	250,000	—	—
Chair	A\$	—	20,000	20,000
Vice Chair	A\$	175,000	—	—
Member	A\$	128,250	10,000	10,000

The NEDs’ fixed fees for their services are not to exceed a maximum fee pool of A\$1,500,000, as approved by shareholders at the 2018 Annual General Meeting.

NEDs do not receive performance-related remuneration and are not provided with retirement benefits other than statutory superannuation. NEDs are reimbursed for costs directly related to conducting Mesoblast business. The key terms of NED service are documented in a letter of appointment to the Board.

Mesoblast grants options to directors, usually at the start of their tenure. Options in lieu of cash are typical in the biotechnology industry. These options vest one third each after one, two and three years. The options are only able to be forfeited by the director if they engage in conduct that is adverse to the company or breach the terms of their engagement.

The grants enable Mesoblast to secure directors with global pharmaceutical experience cash-effectively. Governance is not compromised because no performance or service conditions apply. The majority of shareholders voted in favor of the grants made during FY20 at the AGM in November 2019. There were no grants made during FY21, however the Board did approve an initial grant of 200,000 options to Philip Facchina. These options were approved by the Board on April 15th, 2021 are subject to shareholder approval at the 2021 AGM and are consistent with the grants made to other recently appointed directors.

Further detail on the number of options and exercise price can be found in section “Terms and conditions of share-based payment arrangements”.

Remuneration Details - NEDs

Details of the remuneration of our NEDs for the years ended June 30, 2021 and June 30, 2020 are in Table 11.

Table 11 – Director Fees

Name	Year	Currency	Base Salary	Super-annuation	Share-based payments Options	Total Statutory Remuneration
Joseph Swedish	2021	A\$	334,876	—	75,224	410,100
Joseph Swedish	2020	A\$	370,706	—	175,571	546,277
William Burns	2021	A\$	185,000	—	50,327	235,327
William Burns	2020	A\$	185,000	—	62,495	247,495
Donal O'Dwyer	2021	A\$	158,250	15,034	9,921	183,205
Donal O'Dwyer	2020	A\$	158,250	15,034	23,241	196,525
Eric Rose	2021	A\$	128,250	—	50,327	178,577
Eric Rose	2020	A\$	128,250	—	62,495	190,745
Michael Spooner	2021	A\$	158,250	15,034	9,921	183,205
Michael Spooner	2020	A\$	158,250	15,034	23,241	196,525
Shawn Tomasello	2021	A\$	136,583	—	17,595	154,178
Shawn Tomasello	2020	A\$	128,250	—	43,489	171,739
Philip Facchina ⁽¹⁾	2021	A\$	32,063	—	22,087	54,150
Total non-executive directors	2021	A\$	1,133,272	30,068	235,402	1,398,742
Total non-executive directors	2020	A\$	1,128,706	30,068	390,532	1,549,306
Total non-executive directors (2)	2021	US\$	849,047	22,527	176,363	1,047,938
Total non-executive directors (2)	2020	US\$	757,926	20,191	262,242	1,040,359

(1) Philip Facchina base salary is for a part year as he was appointed March 29, 2021.

(2) The A\$ results have been determined by calculating the average rate of the exchange rates on the last trading day of each month during the period. A US\$:A\$ exchange rate of 1:0.7492 has been used for the year ended June 30, 2021 and 1:0.6715 for the year ended June 30, 2020.

Terms and conditions of option grants and equity holdings

Details of options over ordinary shares provided as remuneration to each director and member of key management personnel for the years ended June 30, 2021 and June 30, 2020 are provided in the tables below.

Table 12 – The value of options granted, exercised and lapsed.

	Number of options granted	Remuneration consisting of options (1)	Value of options granted (2) A\$	Value of options exercised (3) A\$	Value of options lapsed (4) A\$
For the year ended June 30, 2021					
Silviu Itescu	1,200,000	46%	1,104,000	—	—
Joseph Swedish	—	18%	—	—	—
William Burns	—	21%	—	—	—
Donal O'Dwyer	—	5%	—	—	—
Eric Rose	—	28%	—	—	—
Michael Spooner	—	5%	—	—	—
Shawn Tomasello	—	11%	—	—	—
Philip Facchina(5)	—	41%	—	—	—
Josh Muntner	350,000	35%	322,000	533,664	—
For the year ended June 30, 2020					
Silviu Itescu	1,885,334	37%	1,950,001	—	—
Joseph Swedish	—	32%	—	—	—
William Burns	100,000	25%	93,500	—	—
Donal O'Dwyer	—	12%	—	—	—
Eric Rose	100,000	33%	93,500	—	—
Michael Spooner	—	12%	—	—	—
Shawn Tomasello	—	25%	—	—	—
Josh Muntner	500,000	27%	544,650	—	—

- (1) The percentage of the value of remuneration consisting of options, based on the value of options expensed during the year presented in accordance with IFRS 2 *Share-based Payment*. For details on the assumptions made for each grant, see information in note 17 Share-based payments within Item 18 Financial Statements of this report.
- (2) The accounting value at acceptance date of options that were granted during the year presented as part of remuneration, determined using Black-Scholes valuation model and in accordance with IFRS 2 *Share-based Payment*. The acceptance date is the date at which the entity and the employee agree to a share-based payment arrangement, being when the entity and the employee have a shared understanding of the terms and conditions of the arrangement.
- (3) The intrinsic value at exercise date of options that were exercised during the year presented, having been granted as part of remuneration previously.
- (4) The intrinsic value at lapse date of options that lapsed during the year.
- (5) The board approved a grant of 200,000 options for Philip Facchina on April 15, 2021, this grant is subject to shareholder approval at the upcoming AGM. Mr Facchina also has a relevant interest in 68,306 warrants over ordinary shares.

There have been no modifications to any terms and conditions of share-based payment transactions during the years ended June 30, 2021 and 2020.

Reconciliation of Options held by KMP

The table below shows a reconciliation of options held by each KMP from the beginning to the end of FY2021.

Table 13 – Reconciliation of options held by each KMP during FY2021.

Name	Grant Date	Balance at July 1, 2020		Granted during FY2021 Number	Vested during FY2021		Exercised during FY2021		Forfeited / Lapsed during FY2021		Balance at June 30, 2021	
		Vested	Unvested		Number	%	Number	%	Number	%	Vested and exercisable	Unvested
Silviu Itescu	24-Nov-20(1)	—	—	1,200,000	—	—	—	—	—	—	—	1,200,000
Silviu Itescu	27-Nov-19(2)	—	1,885,334	—	628,445	33	—	—	—	—	628,445	1,256,889
Josh Muntner	16-Jul-20	—	—	350,000	—	—	—	—	—	—	—	350,000
Josh Muntner	20-Jul-19	—	500,000	—	166,667	33	—	—	—	—	166,667	333,333
Josh Muntner	15-Jul-18	100,000	200,000	—	100,000	33	150,000	50	—	—	50,000	100,000
William Burns	27-Nov-19	—	100,000	—	33,333	33	—	—	—	—	33,333	66,667
William Burns	30-Nov-18	40,000	80,000	—	40,000	33	—	—	—	—	80,000	40,000
Donal O'Dwyer	30-Nov-18	33,333	66,667	—	33,333	33	—	—	—	—	66,666	33,334
Eric Rose	27-Nov-19	40,000	80,000	—	40,000	33	—	—	—	—	80,000	40,000
Eric Rose	17-Nov-19	—	100,000	—	33,333	33	—	—	—	—	33,333	66,667
Michael Spooner	30-Nov-18	33,333	66,667	—	33,333	33	—	—	—	—	66,666	33,334
Joseph Swedish	27-Nov-19	100,000	200,000	—	100,000	33	—	—	—	—	200,000	100,000
Joseph Swedish	30-Nov-18	133,334	66,666	—	66,666	33	—	—	—	—	200,000	—
Shawn Tomasello	30-Nov-18	66,667	133,333	—	66,667	33	—	—	—	—	133,334	66,666
Philip Facchina(3)	—	—	—	—	—	—	—	—	—	—	—	—

(1) This grant was approved by the Board on July 16, 2020 and granted on November 24, 2020 after shareholder approval for the grant was received at the AGM.

(2) This grant was approved by the Board on July 20, 2019 and granted on November 27, 2019 after shareholder approval for the grant was received at the AGM.

(3) The board approved a grant of 200,000 options for Philip Facchina on April 15, 2021, this grant is subject to shareholder approval at the upcoming AGM.

Terms and conditions of share-based payment arrangements

The terms and conditions of each grant of options affecting remuneration in the current or a future reporting period are as follows:

Table 14 – Terms and conditions of share-based payment arrangements

<u>Grant date</u>	<u>Recipients of Grants</u>	<u>Vesting date</u>	<u>Expiry date</u>	<u>Exercise price</u> AS	<u>Value per option at</u> <u>acceptance date</u> AS
24-Nov-20 ⁽¹⁾	Silviu Itescu	Vesting in accordance with the following schedule, but only after achievement of performance milestones: one third - 16-Jul-2021 one third - 16-Jul-2022 one third - 16-Jul-2023	15-Jul-27	3.41	0.92 ⁽³⁾
16/07/2020	Josh Muntner	Vesting in accordance with the following schedule, but only after achievement of performance milestones: one third - 16-Jul-2021 one third - 16-Jul-2022 one third - 16-Jul-2023	15-Jul-27	3.41	0.92 ⁽³⁾
27-Nov-19 ⁽²⁾	Silviu Itescu	Vesting in accordance with the following schedule, but only after achievement of performance milestones: one third - 19-Jul-2020 one third - 19-Jul-2021 one third - 19-Jul-2022	19-Jul-26	1.47	1.03
27-Nov-19 ⁽²⁾	Silviu Itescu	one third - 19-Jul-2020 one third - 19-Jul-2021 one third - 19-Jul-2022	19-Jul-26	1.47	1.03
27-Nov-19	William Burns Eric Rose	one third - 17-Nov-2020 one third - 17-Nov-2021 one third - 17-Nov-2022	17-Nov-26	1.83	0.94
27-Nov-19	Joseph Swedish	one third - 4-Apr-2020 one third - 4-Apr-2021 one third - 4-Apr-2022	3-Apr-26	1.48	0.78
20-Jul-19	Josh Muntner	Vesting in accordance with the following schedule, but only after achievement of performance milestones: one third - 19-Jul-2020 one third - 19-Jul-2021 one third - 19-Jul-2022	19-Jul-26	1.47	1.09 ⁽⁴⁾
30-Nov-18	William Burns Eric Rose Michael Spooner Donal O'Dwyer	one third - 30-Nov-2019 one third - 30-Nov-2020 one third - 30-Nov-2021	29-Nov-25	1.33	0.54
30-Nov-18	Joseph Swedish	one third - 18-Jun-2019 one third - 18-Jun-2020 one third - 18-Jun-2021	17-Jun-25	1.52	0.85
30-Nov-18	Shawn Tomasello	one third - 11-Jul-2019 one third - 11-Jul-2020 one third - 11-Jul-2021	10-Jul-25	1.56	0.78
15-Jul-18	Josh Muntner	one third - 15-Jul-2019 one third - 15-Jul-2020 one third - 15-Jul-2021	14-Jul-25	1.72	0.58 ⁽⁵⁾

- (1) This grant was approved by the Board on July 16, 2020 and granted on November 24, 2020 after shareholder approval for the grant was received at the AGM.
 (2) This grant was approved by the Board on July 20, 2019 and granted on November 27, 2019 after shareholder approval for the grant was received at the AGM.
 (3) The acceptance date on which these options have been valued is July 5, 2021.
 (4) The acceptance date on which these options have been valued is December 17, 2019.
 (5) The acceptance date on which these options have been valued is January 17, 2019.

Table 15 - Shares provided to KMPs on the exercise of remuneration options

	No. of options exercised during the period	No. of ordinary shares in Mesoblast Limited issued	Exercise Date	Value per share at exercise date AS	Exercise price per option AS
For the year ended June 30, 2021					
Josh Muntner	150,000	150,000	31-Aug-20	5.28	1.72
For the year ended June 30, 2020					
Nil	—	—	—	—	—

Options Granted as Remuneration

The following table presents options that have been granted over unissued shares during or since the end of the year ended June 30, 2021, to our Directors and our next 5 most highly remunerated officers.

Table 16 – Options Granted as Remuneration

Name	Issue Date	Exercise Price AS	Number of shares, under option
Directors			
Silviu Itescu	24-Nov-20 ⁽¹⁾	3.41	1,200,000
Non-Directors			
Fred Grossman	16-Jul-20	3.41	615,000
Peter Howard	16-Jul-20	3.41	350,000
Dagmar Rose-Bjorkeson ⁽²⁾	—	—	—
Michael Schuster	16-Jul-20	3.41	400,000
Geraldine Storton	16-Jul-20	3.41	350,000

- (1) This grant was approved by the Board on July 16, 2020 and granted on November 24, 2020 after shareholder approval for the grant was received at the AGM.
 (2) Dagmar Rose-Bjorkeson did not receive an option grant on July 16, 2020 as she had recently received a sign on related option grant in May 2020.

KMP Shareholdings

The table below shows a reconciliation of ordinary shares held by each KMP from the beginning to the end of the 2021 financial year.

Table 17 – KMP Shareholdings

Name	Balance at the start of the year	Received during the year upon exercise of options	Acquisitions/ (Disposals) during the year	Balance at the end of the year
Silviu Itescu	68,958,928	—	—	68,958,928
Josh Muntner	—	150,000	(150,000)	—
Joseph Swedish	—	—	—	—
William Burns	63,000	—	—	63,000
Donal O'Dwyer	1,234,392	—	—	1,234,392
Eric Rose	—	—	—	—
Michael Spooner ⁽¹⁾	1,091,335	—	—	1,091,335
Shawn Tomasello	—	—	—	—
Philip Facchina	—	—	273,224	273,224

(1) This total includes shareholdings of related parties, of this balance, Mr. Spooner has a relevant interest, as defined under the Corporations Act, of 1,069,000 ordinary shares.

Employment Agreements

The employment of our CEO and CFO are formalized in employment agreements, the key terms of which are as follows:

Table 18 – KMP Employment Agreements

Name	Term	Notice period	Termination benefit
Silviu Itescu (CEO)	Initial term of 3 years commencing April 1, 2014, and continuing subject to a 12 month notice period.	12 months	12 months base salary
Josh Muntner (CFO)	An ongoing employment agreement until notice is given by either party.	1 month	12 months base salary

On termination of employment our CEO, who is based in Australia, is entitled to receive his statutory entitlements of accrued annual and long service leave, together with any superannuation benefits.

On termination of employment our CFO, who is based in the United States, is entitled to participate in the Company's healthcare plan during the severance period.

There is no entitlement to a termination payment in the event of resignation (except, in the case of the CFO, if the Company has materially reduced his role or benefits or materially moved office location) or removal for misconduct.

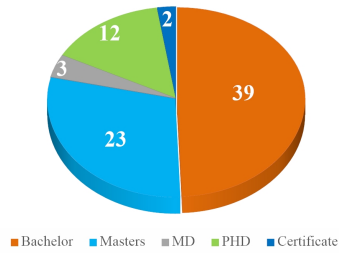
KMP Loans or related transactions

There were no loans or related transactions with KMP during the financial year.

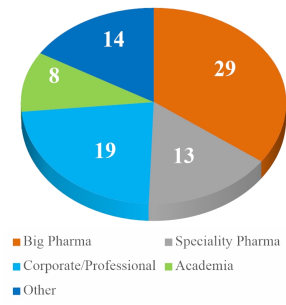
Employee Profile

As of June 30, 2021, we had 83 (2020:102) employees globally:

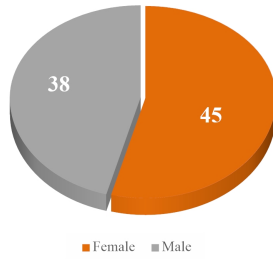
Employees by Education



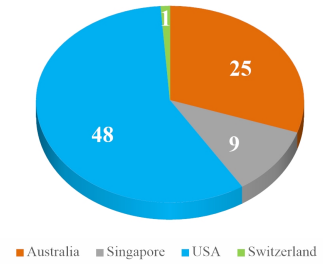
Employees by Experience



Employees by Gender



Employees by Region



58% of our employees and a majority of our executives are based in the United States where Mesoblast operational activities are concentrated.

Australia is corporate headquarters where 30% of the employees work. This includes the CEO and a portion of the executive team. The remaining 11% of employees are located in Singapore and 1% in Switzerland where research and development activities are primarily conducted.

(End of Remuneration Report)

Australian Disclosure Requirements**Shares under option**

Unissued ordinary shares of Mesoblast Limited under option at the date of this Directors' report are as follows:

Grant date	Exercise price of options AS	Expiry date of options	Number of shares under option
10/07/2015	4.20	30/06/2022	1,753,334
26/08/2015	4.05	16/08/2022	75,000
27/04/2016	2.80	6/03/2023	1,858,979
31/10/2016	2.80	6/03/2023	200,000
18/07/2020	2.86	30/06/2022	1,500,000
6/12/2016	1.31	5/12/2023	623,000
6/12/2016	1.19	5/12/2023	1,950,730
16/09/2017	1.54	15/09/2024	50,000
16/09/2017	1.40	15/09/2024	150,000
13/10/2017	1.94	12/10/2024	1,090,000
13/10/2017	1.76	12/10/2024	902,425
24/11/2017	1.41	23/11/2024	750,000
24/11/2017	1.28	23/11/2024	750,000
18/06/2018	1.52	17/06/2025	200,000
11/07/2018	1.56	10/07/2025	200,000
18/07/2018	1.87	17/07/2025	4,201,666
18/07/2018	1.87	17/07/2025	350,000
15/07/2018	1.72	14/07/2025	150,000
30/11/2018	1.33	29/11/2025	590,000
19/01/2019	1.45	18/01/2026	3,333
19/01/2019	1.45	18/01/2026	150,000
4/04/2019	1.48	3/04/2026	300,000
20/07/2019	1.62	19/07/2026	3,638,671
20/07/2019	1.47	19/07/2026	3,999,998
20/07/2019	1.47	19/07/2026	1,346,667
20/07/2019	1.47	19/07/2026	538,667
20/07/2019	1.47	19/07/2026	700,000
20/07/2019	1.47	19/07/2026	400,000
29/08/2019	1.47	28/08/2026	150,000
29/08/2019	1.62	28/08/2026	400,000
29/08/2019	1.47	28/08/2026	800,000
25/11/2019	1.98	24/11/2026	295,000
29/05/2019	1.48	28/05/2026	350,000
18/11/2019	1.83	17/11/2026	200,000
25/11/2019	1.80	24/11/2026	100,000
25/11/2019	1.98	24/11/2026	450,000
24/01/2020	3.38	23/01/2027	10,000
17/04/2020	2.51	16/04/2027	50,000
18/05/2020	4.02	17/05/2027	1,200,000
18/05/2020	3.65	17/05/2027	2,400,000
16/07/2020	3.75	15/07/2027	4,280,000
16/07/2020	3.41	15/07/2027	3,050,000
16/07/2020	3.41	15/07/2027	325,000
16/07/2020	3.41	15/07/2027	350,000
16/07/2020	3.41	15/07/2027	300,000
16/07/2020	3.41	15/07/2027	1,200,000
26/08/2020	5.76	25/08/2027	5,000
11/09/2020	4.78	10/09/2027	200,000
8/10/2020	3.84	7/10/2027	200,000
20/11/2020	3.60	19/11/2027	200,000
20/11/2020	3.60	19/11/2027	100,000
17/02/2021	2.67	16/02/2028	250,000
30/06/2021	-	30/08/2021	45,746
Grand Total			45,333,216

No option holder has any right under the options plan to participate in any other of our share issues.

Shares issued on exercise of options during the year

Detail of shares or interests issued as a result of the exercise of options during or since the end of the financial year are:

Grant date	Currency	Number of shares issued	Issue Price	Amount unpaid per share
10-Jul-15	A\$	515,000	4.20	—
27-Apr-16	A\$	769,355	2.80	—
27-Apr-16	A\$	116,666	2.74	—
30-Jun-16	A\$	900,000	2.20	—
06-Dec-16	A\$	300,000	1.31	—
06-Dec-16	A\$	426,668	1.19	—
13-Jan-17	A\$	300,000	1.65	—
28-Jun-17	A\$	150,000	2.23	—
16-Sep-17	A\$	16,666	1.54	—
13-Oct-17	A\$	565,000	1.94	—
13-Oct-17	A\$	400,000	1.76	—
18-Jul-18	A\$	944,998	1.87	—
15-Jul-18	A\$	150,000	1.72	—
19-Jan-19	A\$	1,667	1.45	—
20-Jul-19	A\$	523,661	1.62	—
20-Jul-19	A\$	800,002	1.47	—
25-Nov-19	A\$	98,334	1.98	—
29-May-19	A\$	100,000	1.48	—
Total		7,078,017		—

Indemnification of Officers

During the financial year, we paid premiums in respect of a contract insuring our directors and company secretaries, and all of our executive officers. The liabilities insured are to the extent permitted by the *Corporations Act 2001*. Further disclosure required under section 300(9) of the *Corporations Act 2001* is prohibited under the terms of the insurance contract.

Proceedings on Our Behalf

The *Corporations Act 2001* allows specified persons to bring, or intervene in, proceedings on our behalf. No proceedings have been brought or intervened in on our behalf with leave of the Court under section 237 of the *Corporations Act 2001*.

Non-Audit Services

We may decide to employ the auditor on assignments additional to their statutory audit duties where the auditor's expertise and experience are relevant and considered to be important.

The board of directors considers the position and in accordance with advice received from the audit committee, only permits the provision of the non-audit services compatible with the general standard of independence for auditors imposed by the *Corporations Act 2001*.

During both the current and prior financial years, no fees were paid or payable for non-audit services provided by the auditor of the parent entity, its related practices and non-related audit firms.

Auditor's Independence Declaration

A copy of the auditor's independence declaration under Section 307C of the *Corporations Act* in relation to the audit for the year ended June 30, 2021 is included in Exhibit 99.2 of this annual report on Form 20-F.

Rounding of Amounts

Our company is of a kind referred to in *ASIC Corporations (Rounding in Financial/Directors' Reports) Instrument 2016/191*, issued by the Australian Securities and Investments Commission, relating to the 'rounding off' of amounts in the directors' report.

Unless mentioned otherwise, amounts within this report have been rounded off in accordance with that Legislative Instrument to the nearest thousand dollars, or in certain cases, to the nearest dollar.

The components of our directors' report are incorporated in various places within this annual report on the Form 20-F. A table charting these components is included within 'Exhibit 99.1 Appendix 4E'.

Directors' Resolution

This report is made in accordance with a resolution of the directors.

/s/ Joseph R Swedish
Joseph R Swedish
Chairman

/s/ Silviu Itescu
Silviu Itescu
Chief Executive Officer

Dated: August 31, 2021

Board Practices

Our board of directors currently consists of eight members, including seven non-executive directors and one executive director, our Chief Executive Officer.

Our directors are generally elected to serve three-year terms in a manner similar to a “staggered” board of directors under Delaware law. No director, except the Managing Director (currently designated as our Chief Executive Officer, Silviu Itescu), may hold office for a period in excess of three years, or beyond the third annual general meeting following the director’s last election, whichever is the longer, without submitting himself or herself for re-election. As a result of the staggered terms, not all of our directors will be elected in any given year. The current term of Mr. Spooner, Mr. Swedish and Ms. Tomasello will expire at the annual shareholders’ meeting in 2021.

<u>Name</u>	<u>First election at AGM</u>	<u>Last election at AGM</u>	<u>End of current term</u>
William Burns	2014	2019	2022
Donal O’Dwyer	2004	2017	2023
Eric Rose	2013	2019	2022
Michael Spooner	2004	2018	2021
Joseph Swedish	2018	2018	2021
Shawn Cline Tomasello	2018	2018	2021
Philip Facchina	2021	N/A	N/A

We believe that each of our directors has relevant industry experience. The membership of our board of directors is directed by the following requirements:

- our Constitution specifies that there must be a minimum of 3 directors and a maximum of 10, and our board of directors may determine the number of directors within those limits;
- we may appoint or remove any director by resolution passed in the general meeting of shareholders;
- our directors may appoint any person to be a director, and that person only holds office until the next general meeting at which time the director may stand for election by shareholders at that meeting;
- it is the intention of our board of directors that its membership consists of a majority of independent directors who satisfy the criteria for independence recommended by the ASX’s Corporate Governance Principles and Recommendations;
- the chairperson of our board of directors should be an independent director who satisfies the criteria for independence recommended by the ASX’s Corporate Governance Principles and Recommendations;
- Australia’s Corporations Act requires that at least two of our directors must be resident Australians; and
- our board of directors should, collectively, have the appropriate level of personal qualities, skills, experience, and time commitment to properly fulfill its responsibilities or have ready access to such skills where they are not available.

Our board of directors is responsible for, and has the authority to determine, all matters relating to our corporate governance, including the policies, practices, management and operation. The principal roles and responsibilities of our board of directors are to:

- facilitate board of directors and management accountability to our company and its shareholders;
- ensure timely reporting to shareholders;
- provide strategic guidance to us, including contributing to the development of, and approving, the corporate strategy;
- oversee management and ensure there are effective management processes in place;
- monitor:
 - o organizational performance and the achievement of our strategic goals and objectives;
 - o financial performance including approval of the annual and half-year financial reports and liaison with our auditors;
 - o progress of major capital expenditures and other significant corporate projects including any acquisitions or divestments;
 - o compliance with our code of conduct;
 - o progress in relation to our diversity objectives and compliance with its diversity policy;

- review and approve business plans, the annual budget and financial plans including available resources and major capital expenditure initiatives;
- approve major corporate initiatives;
- enhance and protect the reputation of the organization;
- oversee the operation of our system for compliance and risk management reporting to shareholders; and
- ensure appropriate resources are available to senior management.

Our non-executive directors do not have any service contracts with Mesoblast that provide for benefits upon termination of employment.

Committees

To assist our board of directors with the effective discharge of its duties, it has established a Nomination and Remuneration Committee and an Audit and Risk Management Committee. Each committee operates under a specific charter approved by our board of directors.

Nomination and Remuneration Committee. The members of our Nomination and Remuneration Committee are Messrs. Burns, O'Dwyer (Chairman), Spooner and Ms. Tomasello, all of whom are independent, non-executive directors. The remuneration committee is a committee of our board of directors, and is primarily responsible for making recommendations to our board of directors on:

- board appointments;
- non-executive director fees;
- the executive remuneration framework;
- remuneration of executive directors, including the CEO and other key executives;
- short-term and long-term incentive awards; and
- share ownership plans.

The committee's objective is to ensure remuneration policies are fair and competitive and in line with similar industry benchmarks while aligned with our objectives. The remuneration committee seeks independent advice from remuneration consultants as and when it deems necessary. See "Management—Remuneration."

Audit and Risk Management Committee. The members of our Audit and Risk Management Committee are Messrs. O'Dwyer, Spooner (Chairman) and Swedish, all of whom are independent, non-executive directors. This committee oversees, reviews, acts on and reports on various auditing and accounting matters to our board of directors, including the selection of our independent accountants, the scope of our annual audits, fees to be paid to the independent accountants, the performance of our independent accountants and our accounting practices. In addition, the committee oversees, reviews, acts on and reports on various risk management matters to our board of directors.

The effective management of risk is central to our ongoing success. We have adopted a risk management policy to ensure that:

- appropriate systems are in place to identify, to the extent that is reasonably practical, all material risks that we face in conducting our business;
- the financial impact of those risks is understood and appropriate controls are in place to limit exposures to them;
- appropriate responsibilities are delegated to control the risks; and
- any material changes to our risk profile are disclosed in accordance with our continuous disclosure reporting requirements in Australia.

It is our objective to appropriately balance, protect and enhance the interests of all of our shareholders. Proper behavior by our directors, officers, employees and those organizations that we contract to carry out work is essential in achieving this objective.

We have established a code of conduct, which sets out the standards of behavior that apply to every aspect of our dealings and relationships, both within and outside Mesoblast. The following standards of behavior apply:

- patient well-being;
- comply with all laws that govern us and our operations;
- act honestly and with integrity and fairness in all dealings with others and each other;
- avoid or manage conflicts of interest;
- use our assets properly and efficiently for the benefit of all of our shareholders; and
- seek to be an exemplary corporate citizen.

6.D Employees

As of June 30, 2021, we had 83 employees, 48 of whom are based in the United States, 25 of whom are based in Australia, including our CEO and certain executive team members, 9 of whom are based in Singapore, and 1 of whom is based in Switzerland. We had 102 and 83 employees as of June 30, 2020 and 2019, respectively.

The table below sets forth the breakdown of the total year-end number of our employees by main category of activity and geographic area for the past three years:

As of June 30, 2021	Research & Development	Commercial	Manufacturing	Corporate	Total
USA	35	1	1	11	48
Australia	9	—	—	16	25
Singapore	6	—	2	1	9
Switzerland	1	—	—	—	1
Total	51	1	3	28	83

As of June 30, 2020	Research & Development	Commercial	Manufacturing	Corporate	Total
USA	43	11	3	13	70
Australia	7	—	—	15	22
Singapore	5	—	3	1	9
Switzerland	—	—	—	1	1
Total	55	11	6	30	102

As of June 30, 2019	Research & Development	Commercial	Manufacturing	Corporate	Total
USA	37	1	3	10	51
Australia	7	—	—	16	23
Singapore	5	—	2	1	8
Switzerland	—	—	—	1	1
Total	49	1	5	28	83

We have no collective bargaining agreement with our employees. We have not experienced any work stoppages to date and consider our relations with our employees to be good.

See "Item 6.A Directors and Senior Management – Employee Profile".

6.E Share Ownership

The table below sets forth information regarding the beneficial ownership of our ordinary shares based on 648,696,070 ordinary shares outstanding at June 30, 2021 by each of our directors and key management personnel.

We have determined beneficial ownership in accordance with the rules of the SEC - it generally means that a person has a beneficial ownership of a security if he, she or it possesses sole or shared voting or investment power of that security, including options that are exercisable within 60 days of June 30, 2021. Ordinary shares subject to options currently exercisable or exercisable within 60 days of June 30, 2021 are deemed to be outstanding for computing the percentage ownership of the person holding these options and the percentage ownership of any group of which the holder is a member, however are not deemed outstanding for computing the percentage of any other person.

Unless otherwise indicated, to our knowledge each shareholder possesses sole voting and investment power over the ordinary shares listed. None of our shareholders has different voting rights from other shareholders. Unless otherwise indicated, the principal address of each of the shareholders below is c/o Mesoblast Limited, Level 38, 55 Collins Street, Melbourne 3000, Australia.

Name	Ordinary Shares beneficially owned	
	Number	%
Directors and key management personnel:		
Silviu Itescu ⁽¹⁾	69,991,374	10.8%
Josh Muntner ⁽²⁾	600,001	*
William Burns ⁽³⁾	176,333	*
Donal O'Dwyer ⁽⁴⁾	1,301,058	*
Eric Rose ⁽⁵⁾	113,333	*
Michael Spooner ⁽⁶⁾	1,126,666	*
Joseph Swedish ⁽⁷⁾	400,000	*
Shawn Tomasello ⁽⁸⁾	200,000	*
Philip Facchina ⁽⁹⁾	341,530	*
All directors and key management personnel as a group (9 persons)	74,250,295	11.4%

* Less than 1% of the outstanding ordinary shares.

- (1) Includes (a) 67,756,838 ordinary shares owned by Dr. Itescu, (b) 487,804 ordinary shares owned by Josaka Investments Pty Ltd, the trustee of Dr. Itescu's self-managed superannuation fund, (c) 714,286 ordinary shares owned by Tamit Nominees Pty Ltd, an Australian corporation owned by Dr. Itescu and (d) 1,032,446 ordinary shares subject to options exercisable at a price of AS\$1.47 per share until July 19, 2026.
- (2) Includes 600,001 ordinary shares subject to options of which; 150,000 are exercisable at a price of AS\$1.72 per share until July 14, 2025, 333,334 are exercisable at a price of AS\$1.47 per share until July 19, 2026 and 116,667 are exercisable at a price of AS\$3.41 per share until July 15, 2027.
- (3) Includes (a) 63,000 ordinary shares owned by Mr. Burns and (b) 113,333 ordinary shares subject to options of which; 80,000 exercisable at a price of AS\$1.33 per share until November 29, 2025 and 33,333 exercisable at a price of AS\$1.83 per share until November 17, 2026.
- (4) Includes (a) 1,234,392 ordinary shares owned by Dundrum Investments Ltd. as trustee for The O'Dwyer Family Trust. Mr. O'Dwyer and his spouse are the sole shareholders of Dundrum Investments Ltd and (b) 66,666 ordinary shares subject to options exercisable at a price of AS\$1.33 per share until November 29, 2025.
- (5) Includes 113,333 ordinary shares subject to options of which; 80,000 are exercisable at a price of AS\$1.33 per share until November 29, 2025 and 33,333 are exercisable at a price of AS\$1.83 per share until November 17, 2026.
- (6) Includes (a) 1,060,000 ordinary shares owned by Mr. Spooner and (b) 66,666 ordinary shares subject to options exercisable at a price of AS\$1.33 per share until November 29, 2025.
- (7) Includes 400,000 ordinary shares subject to options of which; 200,000 are exercisable at a price of AS\$1.52 per share until June 17, 2025 and 200,000 are exercisable at a price of AS\$1.48 per share until April 3, 2026.
- (8) Includes 200,000 ordinary shares subject to options exercisable at a price of AS\$1.56 per share until July 10, 2025.
- (9) Includes (a) 273,224 ordinary shares owned by HNP, LLC and (b) 68,306 warrants over ordinary shares owned by HNP, LLC.

Item 7. Major Shareholders and Related Party Transactions**7.A Major Shareholders**

The following table and accompanying footnotes present certain information regarding the beneficial ownership of our ordinary shares based on 648,696,070 ordinary shares outstanding at June 30, 2021 by each person known by us to be the beneficial owner of more than 5% of our ordinary shares. Based upon information known to us, as of June 30, 2021 we had 37 shareholders (ordinary shares) in the United States. These shareholders held an aggregate of 155,392,384 of our ordinary shares, or approximately 24% of our outstanding ordinary shares. None of our shareholders has different voting rights from other shareholders.

Name	Ordinary Shares beneficially owned	
	Number	%
5% or Greater Shareholders:		
Silviu Itescu ⁽¹⁾	69,991,374	10.8%
M&G Investment Group ⁽²⁾	53,392,209	8.2%
Thorney Holdings ⁽³⁾	34,155,365	5.3%

(1) Includes (a) 67,756,838 ordinary shares owned by Dr. Itescu, (b) 487,804 ordinary shares owned by Josaka Investments Pty Ltd, the trustee of Dr. Itescu's self-managed superannuation fund and (c) 714,286 ordinary shares owned by Tamit Nominees Pty Ltd, an Australian corporation owned by Dr. Itescu and (d) 1,032,446 ordinary shares subject to options exercisable at a price of A\$1.47 per share until July 19, 2026.

(2) Includes ordinary shares owned indirectly through custodial accounts, over which shares M&G Investment Group retains voting and dispositive power, as well as 1,639,344 warrants. The address for M&G Investment Group is 5 Laurence Pountney Hill, London EC4R 0HH, United Kingdom.

(3) Includes ordinary shares owned indirectly through custodial accounts, over which shares Thorney Holdings retains voting and dispositive power, as well as 819,672 warrants. The address for Thorney Holdings is 55 Collins Street, Level 39, Melbourne, Victoria 3000, Australia.

To our knowledge, there have not been any significant changes in the ownership of our ordinary shares by major shareholders over the past three years, except as follows (which is based on substantial shareholder notices filed with the ASX and SEC).

- M&G Investment Group reported on October 16, 2018 that it disposed of 1,348,839 ordinary shares (including 42,631 ADSs, each representing 5 ordinary shares) between December 13, 2017 and September 11, 2018, and that in total it held 68,041,831 ordinary shares (including 1,490,212 ADSs, each representing 5 ordinary shares), or 13.67% of the total voting power as of that date. It reported on January 30, 2019 that in total it held 67,993,821 ordinary shares or 13.67% of the total voting power as of that date. It reported that as of July 10, 2019 in total it held 65,636,115 ordinary shares (including 1,491,414 ADSs, each representing 5 ordinary shares), or 13.15% of the total voting power as of that date. It reported that as of on October 8, 2019 in total it held 70,636,115 ordinary shares (including 1,491,414 ADSs, each representing 5 ordinary shares), or 13.15% of the total voting power as of that date. It reported that as of May 25, 2020 in total it held 70,068,935 ordinary shares (including 1,391,475 ADSs, each representing 5 ordinary shares), or 12.05% of the total voting power as of that date. It reported that as of August 6, 2020 in total it held 64,531,906 ordinary shares (including 1,385,525 ADSs, each representing 5 ordinary shares), or 11.04% of the total voting power as of that date. It reported that as of August 20, 2020 in total it held 58,000,971 ordinary shares (including 1,142,337 ADSs, each representing 5 ordinary shares), or 9.91% of the total voting power as of that date. It reported that as of September 3, 2020 in total it held 51,752,865 ordinary shares (including 908,090 ADSs, each representing 5 ordinary shares), or 8.84% of the total voting power as of that date.

7.B Related Party Transactions

The Company has not entered into any related party transactions during the year ended June 30, 2021 other than compensation made to Directors and other members of key management personnel, see "Item 6.B Compensation".

7.C Interests of Experts and Counsel

Not applicable.

Item 8. Financial Information

8.A Consolidated Statements and Other Financial Information

See “Item 18. Financial Statements.”

Legal Proceedings

In October 2020, in light of the Complete Response Letter released by the FDA and the decline in the market price of our ADS, a purported class action lawsuit was filed in the U.S. Federal District Court for the Southern District of New York on behalf of purchasers or acquirers of our ADSs against the Company, its Chief Executive Officer, its Chief Financial Officer and its Chief Medical Officer for alleged violations of the U.S. Securities Exchange Act of 1934. The Company will vigorously defend this and any other similarly-based litigation should it arise. The Company cannot provide any assurance as to the possible outcome or cost to us from the lawsuit, particularly as it is at an early stage, nor how long it may take to resolve such lawsuit. Thus, the Company has not accrued any amounts in connection with such legal proceedings other than ongoing attorney’s fees.

Dividend policy

Since our inception, we have not declared or paid any dividends on our shares. We intend to retain any earnings for use in our business and do not currently intend to pay cash dividends on our ordinary shares. Dividends, if any, on our outstanding ordinary shares will be declared by and subject to the discretion of our board of directors, and subject to Australian law.

Any dividend we declare will be paid to the holders of ADSs, subject to the terms of the deposit agreement, to the same extent as holders of our ordinary shares, to the extent permitted by applicable law and regulations, less the fees and expenses payable under the deposit agreement. Any dividend we declare will be distributed by the depository bank to the holders of our ADSs, subject to the terms of the deposit agreement. See “Item 12.D. Description of American Depositary Shares.”

8.B Significant Changes

There were no events that have arisen subsequent to June 30, 2021 and prior to the signing of this report that would likely have a material impact on the financial results presented.

Item 9. The Offer and Listing

9.A Offer and Listing Details

Our ordinary shares have been listed in Australia on the Australian Securities Exchange (ASX) since December 2004. Our ordinary shares have been trading under the symbol “MSB”.

American Depositary Shares (“ADSs”), each representing five ordinary shares, are available in the US through an American Depositary Receipts (“ADR”) program. This program was established under the deposit agreement which we entered into with JP Morgan Chase Bank N.A. as depository and our ADR holders. Our ADRs have been listed on the Nasdaq Global Select Market since August 2015 and are traded under the symbol “MESO”.

9.B Plan of Distribution

Not applicable.

9.C Markets

See “Item 9.A Offer and Listing Details.”

9.D Selling Shareholders

Not applicable.

9.E Dilution

Not applicable.

9.F Expenses of the Issue

Not applicable.

Item 10. Additional Information

10.A Share Capital

Not applicable.

10.B Memorandum and Articles of Association

Our Constitution is similar in nature to the bylaws of a U.S. corporation. It does not provide for or prescribe any specific objectives or purposes of Mesoblast. Our Constitution is subject to the terms of the ASX Listing Rules and the Australian Corporations Act. It may be modified or repealed and replaced by special resolution passed at a meeting of shareholders, which a resolution is passed by at least 75% of the votes cast by shareholders (including proxies and representatives of shareholders) entitled to vote on the resolution.

Under Australian law, a company has the legal capacity and powers of an individual both within and outside Australia. The material provisions of our Constitution are summarized below. This summary is not intended to be complete nor to constitute a definitive statement of the rights and liabilities of our shareholders, and is qualified in its entirety by reference to the complete text of our Constitution, a copy of which is on file with the SEC.

Directors

Interested Directors

Except as permitted by the Corporations Act and the ASX Listing Rules, a director must not vote in respect of a matter that is being considered at a directors' meeting in which the director has a material personal interest according to our Constitution. Such director must not be counted in a quorum, must not vote on the matter and must not be present at the meeting while the matter is being considered.

Pursuant to our Constitution, the fact that a director holds office as a director, and has fiduciary obligations arising out of that office will not require the director to account to us for any profit realized by or under any contract or arrangement entered into by or on behalf of Mesoblast and in which the director may have an interest.

Unless a relevant exception applies, the Corporations Act requires our directors to provide disclosure of certain interests and prohibits directors of companies listed on the ASX from voting on matters in which they have a material personal interest and from being present at the meeting while the matter is being considered. In addition, unless a relevant exception applies, the Corporations Act and the ASX Listing Rules require shareholder approval of any provision of financial benefits (including the issue by us of ordinary shares and other securities) to our directors, including entities controlled by them and certain members of their families.

Borrowing Powers Exercisable by Directors

Pursuant to our Constitution, our business is managed by our board of directors. Our board of directors has the power to raise or borrow money, and charge any of our property or business or all or any of our uncalled capital, and may issue debentures or give any other security for any of our debts, liabilities or obligations or of any other person, and may guarantee or become liable for the payment of money or the performance of any obligation by or of any other person.

Election, Removal and Retirement of Directors

We may appoint or remove any director by resolution passed in a general meeting of shareholders. Additionally, our directors are elected to serve three-year terms in a manner similar to a "staggered" board of directors under Delaware law. No director except the Managing Director (currently designated as our chief executive officer, Silviu Itescu) may hold office for a period in excess of three years, or beyond the third annual general meeting following the director's last election, whichever is the longer, without submitting himself or herself for re-election.

A director who is appointed during the year by the other directors only holds office until the next general meeting at which time the director may stand for election by shareholders at that meeting.

In addition, provisions of the Corporations Act apply where at least 25% of the votes cast on a resolution to adopt our remuneration report (which resolution must be proposed each year at our annual general meeting) are against the adoption of the report at two successive annual general meetings. Where these provisions apply, a resolution must be put to a vote at the second annual general meeting to the effect that a further meeting, or a spill meeting, take place within 90 days. At the spill meeting, the directors in office when the remuneration report was considered at the second annual general meeting (other than the Managing Director) cease to hold office and resolutions to appoint directors (which may involve re-appointing the former directors) are put to a vote.

Voting restrictions apply in relation to the resolutions to adopt our remuneration report and to propose a spill meeting. These restrictions apply to our key management personnel and their closely related parties. See “Rights and Restrictions on Classes of Shares—Voting Rights” below.

Pursuant to our Constitution, a person is eligible to be elected as a director at a general meeting only if:

- the person is in office as a director immediately before the meeting, in respect of an election of directors at a general meeting that is a spill meeting as defined in section 250V(1) of the Corporations Act;
- the person has been nominated by the directors before the meeting;
- where the person is a shareholder, the person has, at least 35 business days but no more than 90 business days before the meeting, given to us a notice signed by the person stating the person's desire to be a candidate for election at the meeting; or
- where the person is not a shareholder, a shareholder intending to nominate the person for election at that meeting has, at least 35 business days but no more than 90 business days before the meeting, given to us a notice signed by the shareholder stating the shareholder's intention to nominate the person for election, and a notice signed by the person stating the person's consent to the nomination.

Share Qualifications

There are currently no requirements for directors to own our ordinary shares in order to qualify as directors.

Rights and Restrictions on Classes of Shares

Subject to the Corporations Act and the ASX Listing Rules, the rights attaching to our ordinary shares are detailed in our Constitution. Our Constitution provides that any of our ordinary shares may be issued with preferential, deferred or special rights, privileges or conditions, with any restrictions in regard to dividends, voting, return of share capital or otherwise as our board of directors may determine from time to time. Subject to the Corporations Act, the ASX Listing Rules and any rights and restrictions attached to a class of shares, we may issue further ordinary shares on such terms and conditions as our board of directors resolve. Currently, our outstanding ordinary share capital consists of only one class of ordinary shares.

Dividend Rights

Our board of directors may from time to time determine to pay dividends to shareholders; however, no dividend is payable except in accordance with the thresholds set out in the Corporations Act.

Voting Rights

Under our Constitution, the general conduct and procedures of each general meeting of shareholders will be determined by the chairperson, including any procedures for casting or recording votes at the meeting whether on a show of hands or on a poll. A poll may be demanded by the chairman of the meeting; by at least five shareholders present and having the right to vote on at the meeting; or any shareholder or shareholders representing at least 5% of the votes that may be cast on the resolution on a poll. On a show of hands, each shareholder entitled to vote at the meeting has one vote regardless of the number of ordinary shares held by such shareholder. If voting takes place on a poll, rather than a show of hands, each shareholder entitled to vote has one vote for each ordinary share held and a fractional vote for each ordinary share that is not fully paid, such fraction being equivalent to the proportion of the amount that has been paid (not credited) of the total amounts paid and payable, whether or not called (excluding amounts credited), to such date on that ordinary share.

Under Australian law, an ordinary resolution is passed on a show of hands if it is approved by a simple majority (more than 50%) of the votes cast by shareholders present (in person or by proxy) and entitled to vote. If a poll is demanded, an ordinary resolution is passed if it is approved by holders representing a simple majority of the total voting rights of shareholders present (in

person or by proxy) who (being entitled to vote) vote on the resolution. Special resolutions require the affirmative vote of not less than 75% of the votes cast by shareholders present (in person or by proxy) and entitled to vote at the meeting.

Pursuant to our Constitution, each shareholder entitled to attend and vote at a meeting may attend and vote:

- in person physically or by electronic means;
- by proxy, attorney or by representative; or
- other than in relation to any clause which specifies a quorum, a member who has duly lodged a valid vote delivered to us by post, fax or other electronic means approved by the directors in accordance with the Constitution.

Under Australian law, shareholders of a public listed company are generally not permitted to approve corporate matters by written consent. Our Constitution does not specifically provide for cumulative voting.

Note that ADS holders may not directly vote at a meeting of the shareholders but may instruct the depository to vote the number of deposited ordinary shares their ADSs represent. Under voting by a show of hands, multiple “yes” votes by ADS holders will only count as one “yes” vote and will be negated by a single “no” vote, unless a poll is demanded.

There are a number of circumstances where the Corporations Act or the ASX Listing Rules prohibit or restrict certain shareholders or certain classes of shareholders from voting. For example, key management personnel whose remuneration details are included elsewhere in this prospectus are prohibited from voting on the resolution that must be proposed at each annual general meeting to adopt our remuneration report, as well as any resolution to propose a spill meeting. An exception applies to exercising a directed proxy which indicates how the proxy is to vote on the proposed resolution on behalf of someone other than the key management personnel or their closely related parties; or that person is chair of the meeting and votes an undirected proxy where the shareholder expressly authorizes the chair to exercise that power. Key management personnel and their closely related parties are also prohibited from voting undirected proxies on remuneration related resolutions. A similar exception to that described above applies if the proxy is the chair of the meeting.

Right to Share in Our Profits

Subject to the Corporations Act and pursuant to our Constitution, our shareholders are entitled to participate in our profits by payment of dividends. The directors may by resolution declare a dividend or determine a dividend is payable, and may fix the amount, the time for and method of payment.

Rights to Share in the Surplus in the Event of Winding Up

Our Constitution provides for the right of shareholders to participate in a surplus in the event of our winding up.

Redemption Provisions

Under our Constitution and subject to the Corporations Act, the directors have power to issue and allot shares with any preferential, deferred or special rights, privileges or conditions; with any restrictions in regard to the dividend, voting, return of capital or otherwise; and preference shares which are liable to be redeemed or converted.

Sinking Fund Provisions

Our Constitution allows our directors to set aside any amount available for distribution as a dividend such amounts by way of reserves as they think appropriate before declaring or determining to pay a dividend, and may apply the reserves for any purpose for which an amount available for distribution as a dividend may be properly applied. Pending application or appropriation of the reserves, the directors may invest or use the reserves in our business or in other investments as they think fit.

Liability for Further Capital Calls

According to our Constitution, our board of directors may make any calls from time to time upon shareholders in respect of all monies unpaid on partly paid shares respectively held by them, subject to the terms upon which any of the partly paid shares have been issued. Each shareholder is liable to pay the amount of each call in the manner, at the time and at the place specified by our board of directors. Calls may be made payable by instalment.

Provisions Discriminating Against Holders of a Substantial Number of Shares

There are no provisions under our Constitution discriminating against any existing or prospective holders of a substantial number of our ordinary shares.

Variation or Cancellation of Share Rights

The rights attached to shares in a class of shares may only be varied or cancelled by a special resolution of shareholders, together with either:

- a special resolution passed at a separate meeting of members holding shares in the class; or
- the written consent of members with at least 75% of the votes in the class.

General Meetings of Shareholders

General meetings of shareholders may be called by our board of directors or, under the Corporations Act, by a single director. Except as permitted under the Corporations Act, shareholders may not convene a meeting. Under the Corporations Act, shareholders with at least 5% of the votes that may be cast at a general meeting may call and arrange to hold a general meeting. The Corporations Act requires the directors to call and arrange to hold a general meeting on the request of shareholders with at least 5% of the votes that may be cast at a general meeting. Notice of the proposed meeting of our shareholders is required at least 28 days prior to such meeting under the Corporations Act.

No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Under our Constitution, the presence, in person or by proxy, attorney or representative, of two shareholders constitutes a quorum, or if we have less than two shareholders, then those shareholders constitute a quorum. If a quorum is not present within 30 minutes after the time appointed for the meeting, the meeting must be either dissolved if it was requested or called by shareholders or adjourned in any other case. A meeting adjourned for lack of a quorum is adjourned to the same day in the following week at the same time and place, unless otherwise decided by our directors. The reconvened meeting is dissolved if a quorum is not present within 30 minutes after the time appointed for the meeting.

Change of Control

Takeovers of listed Australian public companies, such as Mesoblast, are regulated by the Corporations Act, which prohibits the acquisition of a “relevant interest” in issued voting shares in a listed company if the acquisition will lead to that person’s or someone else’s voting power in Mesoblast increasing from 20% or below to more than 20% or increasing from a starting point that is above 20% and below 90% (“Takeovers Prohibition”), subject to a range of exceptions.

Generally, a person will have a relevant interest in securities if the person:

- is the holder of the securities or the holder of an ADS over the shares;
- has power to exercise, or control the exercise of, a right to vote attached to the securities; or
- has the power to dispose of, or control the exercise of a power to dispose of, the securities (including any indirect or direct power or control)

If, at a particular time:-

- a person has a relevant interest in issued securities; and
- the person has:
 - o entered or enters into an agreement with another person with respect to the securities;
 - o given or gives another person an enforceable right, or has been or is given an enforceable right by another person, in relation to the securities; or
 - o granted or grants an option to, or has been or is granted an option by, another person with respect to the securities; and
- the other person would have a relevant interest in the securities if the agreement were performed, the right enforced or the option exercised,

then, the other person is taken to already have a relevant interest in the securities.

There are a number of exceptions to the above Takeovers Prohibition on acquiring a relevant interest in issued voting shares above 20%. In general terms, some of the more significant exceptions include:

- when the acquisition results from the acceptance of an offer under a formal takeover bid;
- when the acquisition is conducted on market by or on behalf of the bidder during the bid period for a full takeover bid that is unconditional or only conditional on certain 'prescribed' matters set out in the Corporations Act;
- when the acquisition has been previously approved by resolution passed at general meeting by shareholders of Mesoblast;
- an acquisition by a person if, throughout the six months before the acquisition, that person or any other person has had voting power in Mesoblast of at least 19% and, as a result of the acquisition, none of the relevant persons would have voting power in Mesoblast more than three percentage points higher than they had six months before the acquisition;
- when the acquisition results from the issue of securities under a pro rata rights issue;
- when the acquisition results from the issue of securities under a dividend reinvestment plan or bonus share plan;
- when the acquisition results from the issue of securities under certain underwriting arrangements;
- when the acquisition results from the issue of securities through a will or through operation of law;
- an acquisition that arises through the acquisition of a relevant interest in another company listed on the ASX or other Australian financial market or a foreign stock exchange approved in writing by ASIC;
- an acquisition arising from an auction of forfeited shares; or
- an acquisition arising through a compromise, arrangement, liquidation or buy-back.

A formal takeover bid may either be a bid for all securities in the bid class or a fixed proportion of such securities, with each holder of bid class securities receiving a bid for that proportion of their holding. Under our Constitution, a proportionate takeover bid must first be approved by resolution of our shareholders in a general meeting before it may proceed.

Breaches of the takeovers provisions of the Corporations Act are criminal offenses. In addition, ASIC and, on application by ASIC or an interested party, such as a shareholder, the Australian Takeovers Panel have a wide range of powers relating to breaches of takeover provisions, including the ability to make orders cancelling contracts, freezing transfers of, and rights (including voting rights) attached to, securities, and forcing a party to dispose of securities including by vesting the securities in ASIC for sale. There are certain defenses to breaches of the takeover provisions provided in the Corporations Act.

Ownership Threshold

There are no provisions in our Constitution that require a shareholder to disclose ownership above a certain threshold. The Corporations Act, however, requires a substantial shareholder to notify us and the ASX once a 5% interest in our ordinary shares is obtained. Further, once a shareholder has (alone or together with associates) a 5% or greater interest in us, such shareholder must notify us and the ASX of any increase or decrease of 1% or more in its interest in our ordinary shares. In addition, the Constitution requires a shareholder to provide information to the Company in relation to its entry into any arrangement restricting the transfer or other disposal of shares, which are of the nature of arrangements that Mesoblast is required to disclose under the ASX Listing Rules. Following our initial public offering in the United States, our shareholders are also subject to disclosure requirements under U.S. securities laws.

Issues of Shares and Change in Capital

Subject to our Constitution, the Corporations Act, the ASX Listing Rules and any other applicable law, we may at any time grant options over unissued shares and issue shares on any terms, with any preferential, deferred or special rights, privileges or conditions; with any restrictions in regard to dividend, voting, return of capital or otherwise, and for the consideration and other terms that the directors determine. Our power to issue shares includes the power to issue bonus shares (for which no consideration is payable to Mesoblast), preference shares and partly paid shares.

Subject to the requirements of our Constitution, the Corporations Act, the ASX Listing Rules and any other applicable law, including relevant shareholder approvals, we may reduce our share capital (provided that the reduction is fair and reasonable to our shareholders as a whole, does not materially prejudice our ability to pay creditors and obtains the necessary shareholder approval) or buy back our ordinary shares including under an equal access buy-back or on a selective basis. Under the Constitution, the directors may do anything required to give effect to any resolution altering or approving the reduction of our share capital.

Access to and Inspection of Documents

Inspection of our records is governed by the Corporations Act. Any member of the public has the right to inspect or obtain copies of our share registers on the payment of a prescribed fee. Shareholders are not required to pay a fee for inspection of our share registers or minute books of the meetings of shareholders. Other corporate records, including minutes of directors' meetings, financial records and other documents, are not open for inspection by shareholders. Where a shareholder is acting in good faith and an inspection is deemed to be made for a proper purpose, a shareholder may apply to the court to make an order for inspection of our books.

10.C Material Contracts

Manufacturing Service Agreements with Lonza Bioscience Singapore Pte. Ltd.

In September 2011, we entered into a manufacturing services agreement, or MSA, with Lonza Walkersville, Inc. and Lonza Bioscience Singapore Pte. Ltd., collectively referred to as Lonza, a global leader in biopharmaceutical manufacturing. Under the MSA, we pay Lonza on a fee for service basis to provide us with manufacturing process development capabilities for our product candidates, including formulation development, establishment and maintenance of master cell banks, records preparation, process validation, manufacturing and other services.

We have agreed to order a certain percentage of our clinical requirements and commercial requirements for MPC products from Lonza. Lonza has agreed not to manufacture or supply commercially biosimilar versions of any of our product candidates to any third party, during the term of the MSA, subject to our meeting certain thresholds for sales of our products.

We can trigger a process requiring Lonza to construct a purpose-built manufacturing facility exclusively for our product candidates. In return if we exercise this option, we will purchase agreed quantities of our product candidates from this facility. We also have a right to buy out this manufacturing facility at a pre-agreed price two years after the facility receives regulatory approval.

The MSA will expire on the three-year anniversary of the date of the first commercial sale of product supplied under the MSA, unless it is sooner terminated. We have the option of extending the MSA for an additional 10 years, followed by the option to extend for successive three-year periods subject to Lonza's reasonable consent. We may terminate the MSA with two years prior written notice, and Lonza may terminate with five years prior written notice. The MSA may also terminate for other reasons, including if the manufacture or development of a product is suspended or abandoned due to the results of clinical trials or guidance from a regulatory authority. In the event we request that Lonza construct the manufacturing facility described above, neither we nor Lonza may terminate before the third anniversary of the date the facility receives regulatory approval to manufacture our product candidates, except in certain limited circumstances. Upon expiration or termination of the MSA, we have the right to require Lonza to transfer certain technologies and lease the Singapore facility or the portion of such facility where our product candidates are manufactured, subject to good faith negotiations.

We currently rely, and expect to continue to rely, on Lonza for the manufacture of our MPC product candidates for preclinical and clinical testing, as well as for commercial manufacture of our MPC product candidates if marketing approval is obtained.

In October 2019, we entered into an agreement with Lonza for commercial manufacture of remestemcel-L for pediatric SR-aGVHD. This agreement will facilitate inventory build ahead of the planned US market launch of remestemcel-L and commercial supply to meet Mesoblast's long-term market projections. The agreement provides for Lonza to expand its Singapore cGMP facilities if required to meet long-term growth and capacity needs for the product. Additionally, it anticipates introduction of new technologies and process improvements which are expected to result in significant increases in yields and efficiencies.

Under the agreement, we agree to order a certain percentage of our commercial requirements for remestemcel-L from Lonza. The agreement is subject to standard provisions for termination and its effects, including termination by either party for uncured, material breach of the other, by us in the event of FDA rejects our BLA filing for remestemcel-L and after a specified minimum period following the initiation date by either party, on advance notice to the other, which in the case Lonza is the terminating party is intended to provide us sufficient time to transfer the manufacture of the product to an alternative manufacturer.

License Agreement with Grünenthal GmbH

In September 2019, we entered into a strategic partnership with Grünenthal GmbH (Grünenthal) to develop and commercialize MPC-06-ID, the Company's Phase 3 allogeneic cell therapy candidate for the treatment of chronic low back pain due to degenerative disc disease in patients who have exhausted conservative treatment options. The agreement was amended by the parties in June 2021. Under the partnership, Grünenthal will have exclusive commercialization rights to MPC-06-ID for Europe and Latin America. We may receive up to \$112.5 million in upfront and milestone payments prior to product launch, inclusive of \$17.5 million already received, if certain clinical and regulatory milestones are satisfied and reimbursement targets are achieved. Cumulative milestone

payments could exceed \$1.0 billion depending on the final outcome of Phase 3 studies and patient adoption. We will also receive tiered double-digit royalties on product sales. There cannot be any assurance as to the total amount of future milestone and royalty payments that Mesoblast will receive nor when they will be received.

Grünenthal is able to terminate the agreement with a specified period of notice without cause, or on shorter notice in the case of certain clinical, regulatory and commercial events. We have termination rights with respect to certain patent challenges by Grünenthal. Either party may terminate the agreement on material breach of the agreement if such breach is not cured within the specified cure period or if certain events related to bankruptcy of the other party occurs. For more information, see "Item 18. Financial Statements - Note 3 – Revenue recognition."

Agreements with JCR Pharmaceuticals Co., Ltd.

In October 2013, we acquired all of Osiris Therapeutics, Inc.'s business and assets related to culture expanded MSCs. These assets included assumption of a collaboration agreement with JCR ("JCR Agreement"), which will continue in existence until the later of 15 years from the first commercial sale of any product covered by the agreement and expiration of the last Osiris patent covering any such product. JCR is a research and development oriented pharmaceutical company in Japan. Under the JCR Agreement we assumed from Osiris, JCR has the right to develop our MSCs in two fields for the Japanese market: exclusive in conjunction with the treatment of hematological malignancies by the use of HSCs derived from peripheral blood, cord blood or bone marrow, or the First JCR Field; and non-exclusive for developing assays that use liver cells for non-clinical drug screening and evaluation, or the Second JCR Field. Under the JCR Agreement, JCR obtained rights in Japan to our MSCs, for the treatment of aGVHD. JCR also has a right of first negotiation to obtain rights to commercialize MSC-based products for additional orphan designations in Japan. We retain all rights to those products outside of Japan.

JCR received full approval in September 2015 for its MSC-based product for the treatment of children and adults with aGVHD, TEMCELL. TEMCELL is the first culture-expanded allogeneic cell therapy product to be approved in Japan. It was launched in Japan in February 2016.

Under the JCR Agreement, JCR is responsible for all development and manufacturing costs including sales and marketing expenses. With respect to the First JCR Field, we have received all sales milestone payments, a total of \$3.0 million. Ongoing we are entitled to escalating double-digit royalties in the twenties. These royalties are subject to possible renegotiation downward in the event of competition from non-infringing products in Japan. With respect to the Second JCR Field, we are entitled to a double digit profit share in the fifties.

Intellectual property is licensed both ways under the JCR Agreement, with JCR receiving exclusive and non-exclusive rights as described above from us and granting us non-exclusive, royalty-free rights (excluding in the First JCR Field and Second JCR Field in Japan) under the intellectual property arising out of JCR's development or commercialization of MSC-based products licensed in Japan.

JCR has the right to terminate the JCR Agreement for any reason, and we have a limited right to terminate the JCR Agreement, including a right to terminate in the event of an uncured material breach by JCR. In the event of a termination of the JCR Agreement other than for our breach, JCR must provide us with its owned product registrations and technical data related to MSC-based products licensed in Japan and all licenses of our intellectual property rights will revert to us.

We have expanded our partnership with JCR in Japan for two new indications: for wound healing in patients with EB in October 2018, and for neonatal HIE, a condition suffered by newborns who lack sufficient blood supply and oxygen to the brain, in June 2019. We will receive royalties on TEMCELL product sales for EB and HIE, if and when such indications receive marketing approval in Japan.

We have the right to use all safety and efficacy data generated by JCR in Japan to support our development and commercialization plans for our MSC product candidate remestemcel-L in the United States and other major healthcare markets, including for GVHD, EB and HIE.

Loan Agreement with Hercules

In March 2018, we entered into a loan and security agreement with Hercules for a \$75.0 million non-dilutive, secured four-year credit facility with an initial interest rate of 9.45%. We drew the first tranche of \$35.0 million on closing and a further tranche of \$15.0 million was drawn in January 2019. The loan matures in March 2022. In May 2021, we amended the terms of the loan and security agreement to extend the interest-only period to October 1, 2021. In August 2021, we amended the terms of the loan and security agreement to extend the interest-only period to January 1, 2022. Principal repayments can be further deferred to the loan maturity date of March 2022 if certain milestones are satisfied. Interest on the loan is payable monthly in arrears on the 1st day of the month. The

interest rate is floating. It is computed daily based on the actual number of days elapsed and it is the greater of either 9.45% or the prime rate as reported in the Wall Street Journal plus a certain margin. At June 30, 2019, in line with increases in the U.S. prime rate, the interest rate was 10.45%. On August 1, September 19 and October 31, in line with the decreases in the U.S. prime rate, the interest rate on the loan decreased to 10.20%, 9.95% and 9.70%, respectively and remains at 9.70% at June 30, 2021 in line with the amended terms of the loan agreement. The loan agreement contains certain covenants, see “Item 5.B Liquidity and Capital Resource – Borrowings.”

Loan Agreement with NovaQuest

In June 2018, we entered into a non-dilutive secured loan with NovaQuest for \$40.0 million. We drew the first tranche of \$30.0 on closing. There is a four-year interest only period, until July 2022, with the principal repayable in equal quarterly instalments over the remaining period of the loan. The loan matures in July 2026. Interest on the loan will accrue at a fixed rate of 15% per annum. The loan agreement contains certain covenants, see “Item 5.B Liquidity and Capital Resource – Borrowings.”

All interest and principal payments will be deferred until after the first commercial sale of our allogeneic product candidate MSC-100-IV in pediatric patients with steroid refractory aGVHD, in the United States and other geographies excluding Asia (“pediatric aGVHD”). We can elect to prepay all outstanding amounts owing at any time prior to maturity, subject to a prepayment charge, and may decide to do so if net sales of pediatric aGVHD are significantly higher than current forecasts.

If there are no net sales of pediatric aGVHD, the loan is only repayable on maturity in 2026. If in any annual period 25% of net sales of pediatric aGVHD exceed the amount of accrued interest owing and from 2022, principal and accrued interest owing (“the payment cap”), Mesoblast will pay the payment cap and an additional portion of excess sales which may be used for early prepayment of the loan. If in any annual period 25% of net sales of pediatric aGVHD is less than the payment cap, then the payment is limited to 25% of net sales of pediatric aGVHD. Any unpaid interest will be added to the principal amounts owing and will accrue further interest. At maturity date, any unpaid loan balances are repaid.

Osiris Acquisition—Continuing Obligations

In October 2013, we and Osiris entered into a purchase agreement, as amended, or the Osiris Purchase Agreement, under which we acquired all of Osiris’ business and assets related to culture expanded MSCs. Pursuant to the Osiris Purchase Agreement, we also agreed to make certain milestone and royalty payments to Osiris pertaining to remestemcel-L for the treatment of aGVHD and Crohn’s disease. Each milestone payment is for a fixed dollar amount and may be paid in cash or our ordinary shares or ADSs, at our option. The maximum amount of future milestone payments we may be required to make to Osiris is \$40.0 million. Any ordinary shares or ADSs we issue as consideration for a milestone payment will be subject to a contractual one year holding period, which may be waived in our discretion. In the event that the price of our ordinary shares or ADSs decreases between the issue date and the expiration of any applicable holding period, we will be required to make an additional payment to Osiris equal to the reduction in the share price multiplied by the amount of issued shares under that milestone payment. This additional payment can be made either wholly in cash or 50% in cash and 50% in our ordinary shares, in our discretion. We have also agreed to pay varying earnout amounts as a percentage of annual net sales of acquired products, ranging from low single-digit to 10% of annual sales in excess of \$750.0 million. These royalty payments will cease after the earlier of a ten year commercial sales period and the first sale of a relevant competing product. The first royalty payments were made in 2016.

Agreements with Tasly Pharmaceutical Group

In July 2018, we entered into a Development and Commercialization Agreement with Tasly.

The Development and Commercialization Agreement provides Tasly with exclusive rights to develop, manufacture and commercialize in China MPC-150-IM for the treatment or prevention of chronic heart failure and MPC-25-IC for the treatment or prevention of acute myocardial infarction. Tasly will fund all development, manufacturing and commercialization activities in China for MPC-150-IM and MPC-25-IC. On closing, we received a \$20.0 million upfront technology access fee. Further, we will receive \$25.0 million on product regulatory approvals in China. Mesoblast will receive double-digit escalating royalties on net product sales. Mesoblast is eligible to receive six escalating milestone payments upon the product candidates reaching certain sales thresholds in China.

The Development and Commercialization Agreement provides that Tasly can terminate this agreement with a specified amount of notice, on the later of (a) third anniversary of the agreement coming into effect and (b) receipt of marketing approval in China for each of MPC-150-IM or MPC-25-IC. Mesoblast has termination rights with respect to certain patent challenges by Tasly and if certain competing activities are undertaken by Tasly. Either party may terminate the agreement on material breach of the agreement if such breach is not cured within the specified cure period or if certain events related to bankruptcy of the other party occurs.

In December 2017, we entered into a Patent License Agreement with TiGenix NV, now a wholly owned subsidiary of Takeda, which granted Takeda exclusive access to certain of our patents to support global commercialization of the adipose-derived mesenchymal stromal cell product Alofisel®, previously known as Cx601, a product candidate of Takeda, for the local treatment of fistulae. The agreement includes the right for Takeda to grant sub-licenses to affiliates and third parties.

As part of the agreement, we received \$5.9 million (€5.0 million) before withholding tax as a non-refundable upfront payment and a further payment of \$5.9 million (€5.0 million) before withholding tax 12 months after the patent license agreement date. We are entitled to further payments up to €10.0 million when Takeda reaches certain product regulatory milestones. Additionally, we receive single digit royalties on net sales of Alofisel®.

The agreement will continue in full force in each country (other than the United States) until the date upon which the last issued claim of any licensed patent covering Alofisel® expires in such country (currently expected to be 2029) or, with respect to the United States, until the later of (i) the date upon which the last issued claim of any licensed patent covering Alofisel® in the United States expires (currently expected to be around 2031) or (ii) the expiration of the regulatory exclusivity period in the United States with an agreed maximum term.

Either we or Takeda may terminate the agreement for any material breach that is not cured within 90 days after notice. We also have the right to terminate the agreement with a written notice in the event that Takeda file a petition in bankruptcy or insolvency or Takeda makes an assignment of substantially all of its assets for the benefit of its creditors.

Takeda has the right to terminate its obligation to pay royalties for net sales in a specific country if it is of the opinion that there is no issued claim of any licensed patent covering Alofisel® in such country, subject to referral of the matter to the joint oversight/cooperation committee established under the agreement if we disagree.

10.D Exchange Controls

The Australian dollar is freely convertible into U.S. dollars. In addition, there are currently no specific rules or limitations regarding the export from Australia of profits, dividends, capital or similar funds belonging to foreign investors, except that certain payments to non-residents must be reported to the Australian Transaction Reports and Analysis Centre (“AUSTRAC”), which monitors such transaction, and amounts on account of potential Australian tax liabilities may be required to be withheld unless a relevant taxation treaty can be shown to apply.

Regulation of acquisition by foreign entities

Under Australian law, in certain circumstances foreign persons are prohibited from acquiring more than a limited percentage of the shares in an Australian company without approval from the Australian Treasurer. These limitations are set forth in the Australian Foreign Acquisitions and Takeovers Act 1975. These limitations are in addition to the more general overarching Takeovers Prohibition of an acquisition of more than a 20% interest in a public company (in the absence of an applicable exception) under the takeovers provisions of Australia’s Corporations Act by any person whether foreign or otherwise.

Under the Foreign Acquisitions and Takeovers Act, as currently in effect, any foreign person, together with associates, or parties acting in concert, is prohibited from acquiring 20% or more of the shares in any company having consolidated total assets of or that is valued at A\$266.0 million or more (or A\$1,154.0 million or more in case of U.S. investors or investors from certain other countries). No asset threshold applies in the case of foreign government investors. Different rules apply to sensitive industries (such as media, telecommunications, and encryption and security technologies), companies owning land or that are agribusinesses. “Associates” is a broadly defined term under the Foreign Acquisitions and Takeovers Act and includes in relation to any person:

- any relative of the person;
- any person with whom the person is acting or proposes to act in concert;
- any person with whom the person carries on a business in partnership;
- any entity of which the person is a 'senior officer' (such as a director or executive);
- if the person is an entity, any holding entity or any senior officer of the entity;
- any entity whose senior officers are accustomed or obliged to act in accordance with the directions, instructions or wishes of the person or if the person is an entity, its senior officers or vice versa;

- any corporation in which the person holds a 'substantial interest' (i.e., 20%) or any person holding a substantial interest in the person if a corporation;
- a trustee of a trust in which the person holds a substantial interest or if the person is the trustee of a trust, a person who holds a substantial interest in the trust;
- if the person is a foreign government, a separate government entity or a foreign government investor in relation to a foreign country, any other person that is a foreign government, a separate government entity or foreign government investor, in relation to that country.

The Australian Treasurer also has power in certain circumstances to make an order specifying that two or more persons are associates.

In addition, a foreign person may not acquire shares in a company having consolidated total assets of or that is valued at A\$266 million or more (or A\$1,154 million or more in case of U.S. investors or investors from certain other countries) if, as a result of that acquisition, the total holdings of all foreign persons and their associates will exceed 40% in aggregate without the approval of the Australian Treasurer. If the necessary approvals are not obtained, the Treasurer may make an order requiring the acquirer to dispose of the shares it has acquired within a specified period of time. The same rule applies if the total holdings of all foreign persons and their associates already exceeds 40% and a foreign person (or its associate) acquires any further shares, including in the course of trading in the secondary market of the ADSs. Different rules apply to government investors, and acquisitions of interests in sensitive business acquisitions, agribusiness and land owning entities.

Each foreign person seeking to acquire holdings in excess of the above caps (including their associates, as the case may be) would need to complete an application form setting out the proposal and relevant particulars of the acquisition/shareholding and pay the relevant application fees. The Australian Treasurer then has 30 days to consider the application and make a decision. However, the Australian Treasurer may extend the period by up to a further 90 days by publishing an interim order. The Australian Foreign Investment Review Board, an Australian advisory board to the Australian Treasurer has provided a guideline titled *Australia's Foreign Investment Policy* which provides an outline of the policy. As for the risk associated with seeking approval, the policy provides, among other things, that the Treasurer will reject an application if it is contrary to the national interest.

If the level of foreign ownership in Mesoblast exceeds 40% at any time, we would be considered a foreign person under the Foreign Acquisitions and Takeovers Act. In such event, we would be required to obtain the approval of the Australian Treasurer for our company, together with our associates, to acquire (i) more than 20% of an Australian company or business having total assets of, or that is valued at, A\$266 million or more; or (ii) any direct or indirect ownership in Australian land; or (iii) any 'direct interest' in any agribusiness.

The percentage of foreign ownership in our company may also be included in determining the foreign ownership of any Australian company or business in which we may choose to invest. Since we have no current plans for any such acquisition and do not own any property, any such approvals required to be obtained by us as a foreign person under the Takeovers Act will not affect our current or future ownership or lease of property in Australia.

Our Constitution does not contain any additional limitations on the right to hold or vote our securities by reason of being a non-resident.

Australian law requires the transfer of shares in our company to be made in writing or electronically through the Clearing House Electronic Sub-register System.

10.E Taxation

The following summary of the material Australian and U.S. federal income tax consequences of an investment in our ADSs or ordinary shares is based upon laws and relevant interpretations thereof in effect as of the date of this Form 20-F, all of which are subject to change, possibly with retroactive effect. This summary does not deal with all possible tax consequences relating to an investment in our ADSs or ordinary shares, such as the tax consequences under U.S. state, local and other tax laws other than Australian and U.S. federal income tax laws.

Certain Material U.S. Federal Income Tax Considerations to U.S. Holders

The following summary describes certain material U.S. federal income tax consequences to U.S. holders (as defined below) of the ownership and disposition of our ordinary shares and ADSs as of the date hereof. Except where noted, this summary deals only

with our ordinary shares or ADSs acquired and held as capital assets within the meaning of Section 1221 of the Internal Revenue Code of 1986, as amended (the "Code"). This section does not discuss the tax consequences to any particular holder, nor any tax considerations that may apply to holders subject to special tax rules, such as:

- banks, insurance companies, regulated investment companies and real estate investment trusts;
- financial institutions;
- individual retirement and other tax-deferred accounts;
- certain former U.S. citizens or long-term residents;
- brokers or dealers in securities or currencies;
- traders that elect to use a mark-to-market method of accounting;
- partnerships and other entities treated as partnership or pass through entities for U.S. federal income tax purposes, and partners or investors in such entities;
- tax-exempt organizations (including private foundations);
- persons that may have been subject to the alternative minimum tax;
- persons that hold or dispose of ordinary shares or ADSs as a position in a straddle or as part of a hedging, constructive sale, conversion or other integrated transaction;
- persons that have a functional currency other than the U.S. dollar;
- persons that own (directly, indirectly or constructively) 10% or more of the vote or value of our equity;
- persons subject to special tax accounting rules as a result of any item of gross income with respect to ordinary shares or ADSs being taken into account in an applicable financial statement;
- persons who acquire ordinary shares or ADSs pursuant to the exercise of any employee share option or otherwise as compensation; or
- persons that are not U.S. holders (as defined below).

In this section, a "U.S. holder" means a beneficial owner of ordinary shares or ADSs, other than a partnership or other entity treated as a partnership for U.S. federal income tax purposes, that is, for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the United States (for U.S. federal income tax purposes);
- a corporation (or other entity treated as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the United States or any state thereof or the District of Columbia;
- an estate the income of which is includable in gross income for U.S. federal income tax purposes regardless of its source; or
- a trust (i) the administration of which is subject to the primary supervision of a court in the United States and for which one or more U.S. persons have the authority to control all substantial decisions or (ii) that has an election in effect under applicable U.S. income tax regulations to be treated as a U.S. person.

The discussion below is based upon the provisions of the Code, and the U.S. Treasury regulations, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be replaced, revoked or modified, possibly with retroactive effect, so as to result in U.S. federal income tax consequences different from those discussed below. In addition, this summary is based, in part, upon the terms of the deposit agreement and assumes that the deposit agreement, and all other related agreements, will be performed in accordance with their terms.

If a partnership or an entity or arrangement treated as a partnership for U.S. federal income tax purposes acquires, owns or disposes of ordinary shares or ADSs, the U.S. federal income tax treatment of a partner generally will depend on the status of the partner and the activities of the partnership. Partners of partnerships that acquire, own or dispose of ordinary shares or ADSs should consult their tax advisors.

You are urged to consult your own tax advisor with respect to the U.S. federal, as well as state, local and non-U.S., tax consequences to you of acquiring, owning and disposing of ordinary shares or ADSs in light of your particular circumstances, including the possible effects of changes in U.S. federal income and other tax laws and the effects of any tax treaties.

ADSs

Assuming the deposit agreement and all other related agreements will be performed in accordance with their terms, a U.S. holder of ADSs will be treated as the beneficial owner for U.S. federal income tax purposes of the underlying shares represented by the ADSs. The U.S. Treasury has expressed concerns that parties to whom American depository shares are released before shares are delivered to the depository, or intermediaries in the chain of ownership between holders of American depository shares and the issuer of the security underlying the American depository shares, may be taking actions that are inconsistent with claiming foreign tax credits by holders of American depository shares. These actions would also be inconsistent with claiming the reduced rate of tax, described below, applicable to dividends received by certain non-corporate holders. Accordingly, the creditability of any foreign taxes and the availability of the reduced tax rate for dividends received by certain non-corporate U.S. holders, each described below, could be affected by actions taken by such parties or intermediaries.

Distributions

Subject to the passive foreign investment company, or PFIC, rules discussed below, U.S. holders generally will include as dividend income the U.S. dollar value of the gross amount of any distributions of cash or property (without deduction for any withholding tax), other than certain pro rata distributions of ordinary shares, with respect to ordinary shares or ADSs to the extent the distributions are made from our current or accumulated earnings and profits, as determined for U.S. federal income tax purposes. A U.S. holder will include the dividend income on the day actually or constructively received: (i) by the holder, in the case of ordinary shares, or (ii) by the depository, in the case of ADSs. To the extent, if any, that the amount of any distribution by us exceeds our current and accumulated earnings and profits, as so determined, the excess will be treated first as a tax-free return of the U.S. holder's tax basis in the ordinary shares or ADSs and thereafter as capital gain. Notwithstanding the foregoing, we do not intend to determine our earnings and profits on the basis of U.S. federal income tax principles. Consequently, any distributions generally will be reported as dividend income for U.S. information reporting purposes. See “—Backup Withholding Tax and Information Reporting Requirements” below. Dividends paid by us will not be eligible for the dividends-received deduction generally allowed to U.S. corporate shareholders.

The U.S. dollar amount of dividends received by an individual, trust or estate with respect to the ordinary shares or ADSs will be subject to taxation at preferential rates if the dividends are “qualified dividends.” Dividends paid on ordinary shares or ADSs will be treated as qualified dividends if (i)(a) we are eligible for the benefits of a comprehensive income tax treaty with the United States that the Secretary of the Treasury of the United States determines is satisfactory for this purpose and includes an exchange of information program or (b) the dividends are with respect to ordinary shares (or ADSs in respect of such shares) which are readily tradable on a U.S. securities market; (ii) certain holding period requirements are met; and (iii) we are not classified as a PFIC for the taxable year in which the dividend is paid or for the preceding taxable year. The Agreement between the Government of the United States of America and the Government of Australia for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income, or the Treaty, has been approved for the purposes of the qualified dividend rules, and we expect to qualify for benefits under the Treaty. In addition, our ADSs are listed on the Nasdaq Global Select Market, and as such U.S. Treasury Department guidance indicates that our ADSs will be readily tradable on an established U.S. securities market. Thus, we believe that as long as we are not a PFIC, dividends we pay generally should be eligible for the preferential tax rates on qualified dividends. However, the determination of whether a dividend qualifies for the preferential tax rates must be made at the time the dividend is paid. U.S. holders should consult their own tax advisors regarding the availability of the preferential tax rates on dividends.

Includible distributions paid in Australian dollars, including any Australian withholding taxes, will be included in the gross income of a U.S. holder in a U.S. dollar amount calculated by reference to the spot exchange rate in effect on the date of actual or constructive receipt, regardless of whether the Australian dollars are converted into U.S. dollars at that time. If Australian dollars are converted into U.S. dollars on the date of actual or constructive receipt, the tax basis of the U.S. holder in those Australian dollars will be equal to their U.S. dollar value on that date and, as a result, a U.S. holder generally should not be required to recognize any foreign currency exchange gain or loss. If Australian dollars so received are not converted into U.S. dollars on the date of receipt, the U.S. holder will have a basis in the Australian dollars equal to their U.S. dollar value on the date of receipt. Any foreign currency exchange gain or loss on a subsequent conversion or other disposition of the Australian dollars generally will be treated as ordinary income or loss to such U.S. holder and generally will be income or loss from sources within the United States for foreign tax credit limitation purposes.

Dividends received by a U.S. holder with respect to ordinary shares (or ADSs in respect of such shares) will be treated as foreign source income, which may be relevant in calculating the holder's foreign tax credit limitation. The limitation on foreign taxes eligible for credit is calculated separately with respect to specific classes of income. For this purpose, dividends distributed by us with respect to ADSs or ordinary shares will generally constitute “passive category income” but could, in the case of certain U.S. holders, constitute “general category income.”

Subject to certain complex limitations, including the PFIC rules discussed below, a U.S. holder generally will be entitled, at such holder's option, to claim either a credit against such holder's U.S. federal income tax liability or a deduction in computing such holder's U.S. federal taxable income in respect of any Australian taxes withheld. If a U.S. holder elects to claim a deduction, rather than a foreign tax credit, for Australian taxes withheld for a particular taxable year, the election will apply to all foreign taxes paid or accrued by or on behalf of the U.S. holder in the particular taxable year.

The availability of the foreign tax credit and the application of the limitations on its availability are fact specific and are subject to complex rules. You are urged to consult your own tax advisor as to the consequences of Australian withholding taxes and the availability of a foreign tax credit or deduction. See “—Australian Tax Considerations Australian—Income Tax—Taxation of Dividends” below.

Sale, Exchange or Other Disposition of Ordinary Shares or ADSs

Subject to the PFIC rules discussed below, a U.S. holder generally will, for U.S. federal income tax purposes, recognize capital gain or loss, if any, on a sale, exchange or other disposition of ordinary shares or ADSs equal to the difference between the amount realized on the disposition and the U.S. holder's tax basis (in U.S. dollars) in the ordinary shares or ADSs. This recognized gain or loss will generally be long-term capital gain or loss if the U.S. holder has held the ordinary shares or ADSs for more than one year. Generally, for U.S. holders who are individuals (as well as certain trusts and estates), long-term capital gains are subject to U.S. federal income tax at preferential rates. For foreign tax credit limitation purposes, gain or loss recognized upon a disposition generally will be treated as from sources within the United States. The deductibility of capital losses is subject to limitations for U.S. federal income tax purposes.

You should consult your own tax advisor regarding the tax consequences if a foreign tax is imposed on a disposition of ADSs or ordinary shares, including availability of a foreign tax credit or deduction in respect of any Australian tax imposed on a sale or other disposition of ordinary shares or ADSs. See “—Australian Tax Considerations—Australian Income Tax—Tax on Sales or Other Dispositions of Shares—Capital Gains Tax.”

Passive Foreign Investment Company

As a non-U.S. corporation, we will be a PFIC for any taxable year if either: (i) 75% or more of our gross income for the taxable year is passive income (such as certain dividends, interest, rents or royalties and certain gains from the sale of shares and securities or commodities transactions, including amounts derived by reason of the temporary investment of funds raised in offerings of our ordinary shares or ADSs); or (ii) the average quarterly value of our gross assets during the taxable year that produce passive income or are held for the production of passive income is at least 50% of the value of our total assets. For purposes of the PFIC asset test, passive assets generally include any cash, cash equivalents and cash invested in short-term, interest bearing debt instruments or bank deposits that are readily convertible into cash. If we own at least 25% (by value) of the stock of another corporation, we will be treated, for purposes of the PFIC income and asset tests, as owning our proportionate share of the other corporation's assets and receiving our proportionate share of the other corporation's income.

We do not believe that we were a PFIC for the taxable year ending June 30, 2021. However, if there is a change in the type or composition of our gross income, or our actual business results do not match our projections, it is possible that we may become a PFIC in future taxable years. Investors should be aware that our gross income for purposes of the PFIC income test depends on the receipt of Australian research and development tax incentive credits and other revenue, and there can be no assurances that such tax incentive credit programs will not be revoked or modified, that we will continue to conduct our operations in the manner necessary to be eligible for such incentives or that we will receive other gross income that is not considered passive for purposes of the PFIC income test. The value of our assets for purposes of the PFIC asset test will generally be determined by reference to our market capitalization, which may fluctuate. The composition of our income and assets will also be affected by how, and how quickly, we spend the cash raised in offerings of our ordinary shares or ADSs. Under circumstances where our gross income from activities that produce passive income significantly increases relative to our gross income from activities that produce non-passive income or where we decide not to deploy significant amounts of cash for active purposes, our risk of becoming classified as a PFIC may substantially increase. Since a separate factual determination as to whether we are or have become a PFIC must be made each year (after the close of such year), we cannot assure you that we will not be or become a PFIC in the current year or any future taxable year. There can be no assurance that we will not be a PFIC for any taxable year, as PFIC status is determined each year and depends on the composition of our income and assets and the value of our assets in such year. If we are a PFIC for any taxable year, upon request, we intend to provide U.S. holders with the information necessary to make and maintain a “Qualified Electing Fund” election, as described below.

Default PFIC Rules

If we are a PFIC for any taxable year during which you own our ordinary shares or ADSs, unless you make the mark-to-market election or the Qualified Electing Fund election described below, you will generally be (and remain) subject to additional taxes and interest charges, regardless of whether we remain a PFIC in any subsequent taxable year, (i) on certain “excess distributions” we may

make; and (ii) on any gain realized on the disposition or deemed disposition of your ordinary shares or ADSs. Distributions in respect of your ordinary shares (or ADSs in respect of such shares) during the taxable year will generally constitute “excess” distributions if, in the aggregate, they exceed 125% of the average amount of distributions in respect of your ordinary shares (or ADSs) over the three preceding taxable years or, if shorter, the portion of your holding period before such taxable year.

To compute the tax on “excess” distributions or any gain: (i) the “excess” distribution or the gain will be allocated ratably to each day in your holding period for the ADSs or the ordinary shares; (ii) the amount allocated to the current taxable year and any taxable year before we became a PFIC will be taxed as ordinary income in the current year; (iii) the amount allocated to other taxable years will be taxable at the highest applicable marginal rate in effect for that year; and (iv) an interest charge at the rate for underpayment of taxes will be imposed with respect to any portion of the “excess” distribution or gain described under (iii) above that is allocated to such other taxable years. In addition, if we are a PFIC or, with respect to a particular U.S. holder, we are treated as a PFIC for the taxable year in which the distribution was paid or the prior taxable year, no distribution that you receive from us will qualify for taxation at the preferential rate for non-corporate holders discussed in “—Distributions” above. You should consult with your own tax advisor regarding the application of the default PFIC rules based on your particular circumstances.

If we are a PFIC for any taxable year during which a U.S. holder holds our ADSs or ordinary shares and any of our non-U.S. subsidiaries is also a PFIC (i.e., a lower-tier PFIC), such U.S. holder would be treated as owning a proportionate amount (by value) of the shares of the lower-tier PFIC and would be subject to the rules described above on certain distributions by the lower-tier PFIC and our disposition of shares of the lower-tier PFIC, even though such U.S. holder would not receive the proceeds of those distributions or dispositions. You should consult with your own tax advisor regarding the application to you of the PFIC rules to any of our subsidiaries if we are a PFIC.

Mark-to-Market Election

If we are a PFIC for any taxable year during which you own our ADSs or ordinary shares, you will be able to avoid the rules applicable to “excess” distributions or gains described above if the ordinary shares or ADSs are “marketable” and you make a timely “mark-to-market” election with respect to your ordinary shares or ADSs. The ordinary shares or ADSs will be “marketable” stock as long as they remain regularly traded on a national securities exchange, such as the Nasdaq Global Select Market, or a foreign securities exchange regulated by a governmental authority of the country in which the market is located and which meets certain requirements, including that the rules of the exchange effectively promote active trading of listed stocks. If such stock is traded on such a qualified exchange or other market, such stock generally will be “regularly traded” for any calendar year during which such stock is traded, other than in de minimis quantities, on at least 15 days during each calendar quarter, but no assurances can be given in this regard. Our ordinary shares are traded on the ASX, which may qualify as an eligible foreign securities exchange for this purpose.

If you are eligible to make a “mark-to-market” election with respect to our ordinary shares or ADSs and you make this election in a timely fashion, you will generally recognize as ordinary income or ordinary loss the difference between the fair market value of your ordinary shares or ADSs on the last day of any taxable year and your adjusted tax basis in the ordinary shares or ADSs. Any ordinary income resulting from this election will generally be taxed at ordinary income rates. Any ordinary losses will be deductible only to the extent of the net amount of previously included income as a result of the mark-to-market election, if any. Your adjusted tax basis in the ordinary shares or ADSs will be adjusted to reflect any such income or loss. Any gain recognized on the sale or other disposition of your ordinary shares or ADSs in a year when we are a PFIC will be treated as ordinary income, and any loss will be treated as an ordinary loss (but only to the extent of the net amount previously included as ordinary income as a result of the mark-to-market election).

Because a mark-to-market election cannot be made for any lower-tier PFICs that we may own, a U.S. holder may continue to be subject to the PFIC rules with respect to such holder's indirect interest in any investments held by us that are treated as an equity interest in a PFIC for U.S. federal income tax purposes, including shares in any of our subsidiaries that are treated as PFICs.

You should consult with your own tax advisor regarding the applicability and potential advantages and disadvantages to you of making a “mark-to-market” election with respect to your ordinary shares or ADSs if we are or become a PFIC, including the tax issues raised by lower-tier PFICs that we may own and the procedures for making such an election.

QEF Election

Alternative rules to those set forth under “Default PFIC Rules” above apply if an election is made to treat us as a “Qualified Electing Fund,” or QEF, under Section 1295 of the Code. A QEF election is available only if a U.S. holder receives an annual information statement from us setting forth such holder's pro rata share of our ordinary earnings and net capital gains, as calculated for U.S. federal income tax purposes.

Upon request from a U.S. holder, we will endeavor to provide to the U.S. holder within 90 days after the request an annual information statement, in order to enable the U.S. holder to make and maintain a QEF election for us or for any of our subsidiaries that is or becomes a PFIC. However, there is no assurance that we will have timely knowledge of our or our subsidiaries' status as a PFIC in the future or of the required information to be provided. You should consult your own tax advisor regarding the availability and tax consequences of a QEF election with respect to the ordinary shares or ADSs or with respect to any lower-tier PFIC that we may own under your particular circumstances.

Reporting

If we are a PFIC for any taxable year during which you own our ordinary shares or ADSs, as a U.S. holder, you will generally be required to file IRS Form 8621 on an annual basis and other reporting requirements may apply. The PFIC rules are complex and you should consult with your own tax advisor regarding whether we or any of our subsidiaries are a PFIC, the tax consequences of any elections that may be available to you, and how the PFIC rules may affect the U.S. federal income tax consequences of the receipt, ownership, and disposition of our ordinary shares or ADSs.

Tax on Net Investment Income

Certain non-corporate U.S. holders will be subject to a 3.8% tax on the lesser of (i) the U.S. holder's "net investment income" for the relevant taxable year; and (ii) the excess of the U.S. holder's modified adjusted gross income for the taxable year over a certain threshold. A U.S. holder's net investment income will generally include dividends received on the ordinary shares or ADSs and net gains from the disposition of ordinary shares or ADSs, unless such dividend income or net gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). A U.S. holder that is an individual, estate or trust should consult the holder's tax advisor regarding the applicability of the tax on net investment income to the holder's dividend income and gains in respect of the holder's investment in the ordinary shares or ADSs.

Backup Withholding Tax and Information Reporting Requirements

U.S. backup withholding tax and information reporting requirements generally apply to payments to non-corporate holders of ordinary shares or ADSs. Information reporting will apply to payments of dividends on, and to proceeds from the disposition of, ordinary shares or ADSs by a paying agent within the United States to a U.S. holder, other than U.S. holders that are exempt from information reporting and properly certify their exemption. A paying agent within the United States will be required to withhold at the applicable statutory rate, currently 24%, in respect of any payments of dividends on, and the proceeds from the disposition of, ordinary shares or ADSs within the United States to a U.S. holder (other than U.S. holders that are exempt from backup withholding and properly certify their exemption) if the holder fails to furnish its correct taxpayer identification number or otherwise fails to comply with applicable backup withholding requirements. U.S. holders who are required to establish their exempt status generally must provide a properly completed IRS Form W-9.

Backup withholding is not an additional tax. Amounts withheld as backup withholding may be credited against a U.S. holder's U.S. federal income tax liability. A U.S. holder generally may obtain a refund of any amounts withheld under the backup withholding rules in excess of such holder's U.S. federal income tax liability by filing the appropriate claim for refund with the IRS in a timely manner and furnishing any required information.

Certain U.S. holders may be required to report (on IRS Form 8938) information with respect to such holder's interest in "specified foreign financial assets" (as defined in Section 6038D of the Code), including stock of a non-U.S. corporation that is not held in an account maintained by a U.S. "financial institution". Persons who are required to report specified foreign financial assets and fail to do so may be subject to substantial penalties. U.S. holders are urged to consult their own tax advisors regarding foreign financial asset reporting obligations and their possible application to the holding of ordinary shares or ADSs.

The discussion above is a general summary only. It is not intended to constitute a complete analysis of all tax considerations applicable to an investment in our ADSs or ordinary shares. You should consult with your own tax advisor concerning the tax consequences to you of an investment in our ADSs or ordinary shares in light of your particular circumstances.

Australian Tax Considerations

In this section, we discuss the material Australian income tax, stamp duty and goods and services tax considerations related to the acquisition, ownership and disposal by the absolute beneficial owners of the ordinary shares or ADSs. It is based upon existing Australian tax law as of the date of this annual report, which is subject to change, possibly retrospectively. This discussion does not address all aspects of Australian tax law which may be important to particular investors in light of their individual investment circumstances, such as shares held by investors subject to special tax rules (for example, financial institutions, insurance companies or tax exempt organizations). In addition, this summary does not discuss any foreign or state tax considerations, other than stamp duty

and goods and services tax. Prospective investors are urged to consult their tax advisors regarding the Australian and foreign income and other tax considerations of the acquisition, ownership and disposition of the shares. This summary is based upon the premise that the holder is not an Australian tax resident and is not carrying on business in Australia through a permanent establishment (referred to as a "Foreign Shareholder" in this summary).

Australian Income Tax

Nature of ADSs for Australian Taxation Purposes

Ordinary shares represented by ADSs held by a U.S. holder will be treated for Australian taxation purposes as held under a "bare trust" for such holder. Consequently, the underlying ordinary shares will be regarded as owned by the ADS holder for Australian income tax and capital gains tax purposes. Dividends paid on the underlying ordinary shares will also be treated as dividends paid to the ADS holder, as the person beneficially entitled to those dividends. Therefore, in the following analysis we discuss the tax consequences to non-Australian resident holders of ordinary shares which, for Australian taxation purposes, will be the same as to U.S. holders of ADSs.

Taxation of Dividends

Australia operates a dividend imputation system under which dividends may be declared to be "franked" to the extent of tax paid on company profits. Fully franked dividends are not subject to dividend withholding tax. Dividends payable to non-Australian resident shareholders that are not operating from an Australian permanent establishment, or Foreign Shareholders, will be subject to dividend withholding tax, to the extent the dividends are not foreign (i.e., non-Australian) sourced and declared to be conduit foreign income, or CFI, and are unfranked. Dividend withholding tax will be imposed at 30%, unless a shareholder is a resident of a country with which Australia has a double taxation agreement and qualifies for the benefits of the treaty. Under the provisions of the current Double Taxation Convention between Australia and the United States, the Australian tax withheld on unfranked dividends that are not CFI paid by us to which a resident of the United States is beneficially entitled is limited to 15%.

If a company that is a non-Australian resident shareholder directly owns a 10% or more interest, the Australian tax withheld on unfranked dividends (that are not CFI) paid by us to which a resident of the United States is beneficially entitled is limited to 5%. In limited circumstances the rate of withholding can be reduced to zero.

Tax on Sales or Other Dispositions of Shares—Capital Gains Tax

Foreign Shareholders will not be subject to Australian capital gains tax on the gain made on a sale or other disposal of our ordinary shares, unless they, together with associates, hold 10% or more of our issued capital, at the time of disposal or for 12 months of the last 2 years prior to disposal.

Foreign Shareholders who own a 10% or more interest would be subject to Australian capital gains tax if more than 50% of our assets held directly or indirectly, determined by reference to market value, consists of Australian real property (which includes land and leasehold interests) or Australian mining, quarrying or prospecting rights. The Double Taxation Convention between the United States and Australia is unlikely to limit the amount of this taxable gain. Australian capital gains tax applies to net capital gains of Foreign Shareholders at the Australian tax rates for non-Australian residents, which start at a marginal rate of 32.5%. Net capital gains are calculated after reduction for capital losses, which may only be offset against capital gains.

The 50% capital gains tax discount is not available to non-Australian residents on gains accrued after May 8, 2012. Companies are not entitled to a capital gains tax discount.

Broadly, where there is a disposal of certain taxable Australian property, the purchaser will be required to withhold and remit to the Australian Taxation Office ("ATO") 12.50% of the proceeds from the sale. A transaction is excluded from the withholding requirements in certain circumstances, including where the value of the taxable Australian property is less than A\$750,000, the transaction is an on-market transaction conducted on an approved stock exchange, a securities lending, or the transaction is conducted using a broker operated crossing system. There is also an exception to the requirement to withhold where the Commissioner issues a clearance certificate which broadly certifies that the vendor is not a foreign person. The Foreign Shareholder may be entitled to receive a tax credit for the tax withheld by the purchaser which they may claim in their Australian income tax return.

Tax on Sales or Other Dispositions of Shares—Shareholders Holding Shares on Revenue Account

Some Foreign Shareholders may hold ordinary shares on revenue rather than on capital account for example, share traders. These shareholders may have the gains made on the sale or other disposal of the ordinary shares included in their assessable income under the ordinary income provisions of the income tax law, if the gains are sourced in Australia.

Foreign Shareholders assessable under these ordinary income provisions in respect of gains made on ordinary shares held on revenue account would be assessed for such gains at the Australian tax rates for non-Australian residents, which start at a marginal rate of 32.5%. Some relief from Australian income tax may be available to such non-Australian resident shareholders under the Double Taxation Convention between the United States and Australia.

To the extent an amount would be included in a Foreign Shareholder's assessable income under both the capital gains tax provisions and the ordinary income provisions, the capital gain amount would generally be reduced, so that the shareholder would not be subject to double tax on any part of the income gain or capital gain.

The comments above in "Tax on Sales or Other Dispositions of Shares—Capital Gains Tax" regarding a purchaser being required to withhold 12.5% tax on the acquisition of certain taxable Australian property equally applies where the disposal of the Australian real property asset by a foreign resident is likely to generate gains on revenue account, rather than a capital gain.

Dual Residency

If a shareholder were a resident of both Australia and the United States under those countries' domestic taxation laws, that shareholder may be subject to tax as an Australian resident. If, however, the shareholder is determined to be a U.S. resident for the purposes of the Double Taxation Convention between the United States and Australia, the Australian tax may be subject to limitation by the Double Taxation Convention. Shareholders should obtain specialist taxation advice in these circumstances.

Australian Death Duty

Australia does not have estate or death duties. As a general rule, no capital gains tax liability is realized upon the inheritance of a deceased person's ordinary shares. The disposal of inherited ordinary shares by beneficiaries may, however, give rise to a capital gains tax liability if the gain falls within the scope of Australia's jurisdiction to tax (as discussed above).

Stamp Duty

No Australian stamp duty is payable by Australian residents or non-Australian residents on the issue, transfer and/or surrender of the ADSs or the ordinary shares in Mesoblast, provided that all of the ADSs and ordinary shares in Mesoblast are listed on Nasdaq and ASX and the shares issued, transferred and/or surrendered do not represent 90% or more of the issued shares in Mesoblast.

Goods and Services Tax

The supply of ADSs and/or ordinary shares in Mesoblast will not be subject to Australian goods and services tax.

10.F Dividends and Paying Agents

Not applicable.

10.G Statement by Experts

Not applicable.

10.H Documents on Display

Any statement in this Form 20-F about any of our contracts or other documents is not necessarily complete. If the contract or document is filed as an exhibit to the Form 20-F the contract or document is deemed to modify the description contained in this Form 20-F. You must review the exhibits themselves for a complete description of the contract or document.

You may review a copy of our filings with the SEC, as well as other information furnished to the SEC, including exhibits and schedules filed with it, at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information. In addition, the SEC maintains a website at <http://www.sec.gov> that contains reports and other information regarding issuers that file electronically with the SEC. These SEC filings are also available to the public from commercial document retrieval services.

We are required to file or furnish reports and other information with the SEC under the Securities Exchange Act of 1934 and regulations under that act. As a foreign private issuer, we are exempt from the rules under the Exchange Act prescribing the form and content of proxy statements and our officers, directors and principal shareholders are exempt from the reporting and short swing profit recovery provisions contained in Section 16 of the Exchange Act.

10.I Subsidiary Information

For information about our subsidiaries, see “Item 18. Financial Statements – Note 12.”

Item 11. Quantitative and Qualitative Disclosures about Market Risk

For information about our exposure to market risk and how we manage this risk, see “Item 18. Financial Statements – Note 10.”

Item 12. Description of Securities Other than Equity Securities

12.A Debt Securities

Not applicable.

12.B Warrants and Rights

Not applicable.

12.C Other Securities

Not applicable.

12.D American Depositary Shares

Fees Payable by ADR Holders

Holders of our ADRs may have to pay our ADS depositary, JPMorgan Chase Bank N.A. (JPMorgan), fees or charges up to the amounts described in the following table:

<u>Persons depositing or withdrawing ordinary shares or ADS holders must pay:</u>	<u>Description of service</u>
\$5.00 (or less) per 100 ADSs (or portion of 100 ADSs)	<ul style="list-style-type: none"> • Issuance of ADSs, including issuances pursuant to a deposits of shares, share or rights distributions, stock dividend, stock split, merger or any other transactions affecting the issuance of ADSs • Cancellation of ADSs for the purpose of withdrawal of deposited securities • Cash distribution to ADS holders • Transfers of ADRs • Administrative services performed by the depositary
\$0.05 (or less) per ADS	
\$1.50 per ADR	
\$0.05 (or less) per ADS per calendar year	

Fees Payable by the Depositary to the Issuer

From time to time, the depositary may make payments to us to reimburse and/or share revenue from the fees collected from ADS holders, or waive fees and expenses for services provided, generally relating to costs and expenses arising out of establishment and maintenance of the ADS program. In performing its duties under the deposit agreement, the depositary may use brokers, dealers or other service providers that are affiliates of the depositary and that may earn or share fees or commissions.

Item 13. Defaults, Dividend Arrearages and Delinquencies

Not applicable.

Item 14. Material Modifications to the Rights of Security Holders and Use of Proceeds

Not applicable.

Item 15. Controls and Procedures***Evaluation of Disclosure Controls and Procedures***

Our management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of June 30, 2021. "Disclosure controls and procedures," as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is (i) recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and (ii) accumulated and communicated to the company's management, including its principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Based on the evaluation of our disclosure controls and procedures, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective as of June 30, 2021.

Management's Report on Internal Controls over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as defined in Rule 13a-15(f) and 15d-15(f) under the Exchange Act. Our management conducted an assessment of the effectiveness of our internal control over financial reporting as of June 30, 2021 based on the criteria set forth in *Internal Control-Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the assessment, our management has concluded that its internal control over financial reporting was effective as of June 30, 2021. Our auditor, PricewaterhouseCoopers, an independent registered public accounting firm, have provided an attestation report on our internal control over financial reporting, which is included herein.

Changes in Internal Control over Financial Reporting

There were no changes to our internal control over financial reporting that occurred during the period covered by this Form 20-F that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Controls

Our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving the desired control objectives. Our management recognizes that any control system, no matter how well designed and operated, is based upon certain judgments and assumptions and cannot provide absolute assurance that its objectives will be met. Similarly, an evaluation of controls cannot provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud, if any, have been detected.

Item 16A. Audit Committee Financial Expert

The Board of Directors of Mesoblast Ltd has determined that Michael Spooner possesses specific accounting and financial management expertise and is an Audit Committee Financial Expert as defined by the SEC. The Board of Directors has also determined that Donal O'Dwyer and Joseph Swedish, members of the Audit and Risk Management Committee, have sufficient experience and ability in finance and compliance matters to enable them to adequately discharge their responsibilities. All members of the Audit and Risk Management Committee are "independent" according to the listing standards of the Nasdaq Global Select Market.

Item 16B. Code of Ethics

Our Code of Conduct covers conflicts of interest, confidentiality, fair dealing, protection of assets, compliance with laws and regulations, whistle blowing, security trading and commitments to stakeholders. In summary, the code requires that at all times all Company personnel act with the utmost integrity, objectivity and in compliance with the letter and the spirit of the law and Company policies. This document is accessible on our internet website at: <http://www.mesoblast.com/company/corporate-governance/code-of-conduct-and-values>.

Item 16C. Principal Accountant Fees and Services

Pre-Approval of Audit and Non-Audit Services

The Audit and Risk Management Committee's pre-approval is required for all services provided by PwC. These services may include audit services, audit-related services, tax services and permissible non-audit services, and are subject to a specific budget. The Audit and Risk Management Committee uses a combination of two approaches – general pre-approval and specific pre-approval – in considering whether particular services or categories of services are consistent with the SEC's rules on auditor independence. Under general pre-approval proposed services may be pre-approved without consideration of specific case-by-case services.

Audit and Non-Audit Services Fees

See "Item 18. Financial Statements – Note 18". For the purpose of SEC classification, there were no audit-related, tax or other fees that were paid or payable to PwC that were not pre-approved by the Audit and Risk Management Committee during the years ended June 30, 2021 and 2020.

Item 16D. Exemptions from the Listing Standards for Audit Committees

Not applicable.

Item 16E. Purchases of Equity Securities by the Issuer and Affiliated Purchasers

Not applicable.

Item 16F. Change in Registrant's Certifying Accountant

Not applicable.

Item 16G. Corporate Governance

Under Nasdaq Stock Market Rule 5615(a)(3), foreign private issuers, such as our company, are permitted to follow certain home country corporate governance practices instead of certain provisions of the Nasdaq Stock Market Rules. For example, we may follow home country practice with regard to certain corporate governance requirements, such as the composition of the board of directors and quorum requirements applicable to shareholders' meetings. In addition, we may follow home country practice instead of the Nasdaq Stock Market Rules requirement to hold executive sessions and to obtain shareholder approval prior to the issuance of securities in connection with certain acquisitions or private placements of securities. Further, we may follow home country practice instead of the Nasdaq Stock Market Rules requirement to obtain shareholder approval prior to the establishment or amendment of certain share option, purchase or other compensation plans. A foreign private issuer that elects to follow a home country practice instead of any Nasdaq rule must submit to Nasdaq, in advance, a written statement from an independent counsel in such issuer's home country certifying that the issuer's practices are not prohibited by the home country's laws. We submitted such a written statement to Nasdaq.

Other than as set forth below, we currently intend to comply with the corporate governance listing standards in the Nasdaq Stock Market Rules to the extent possible under Australian law. However, we may choose to change such practices to follow home country practice in the future.

The Nasdaq Stock Market Rules require that a listed company specify that the quorum for any meeting of the holders of share capital be at least 33 1/3% of the outstanding shares of the company's common voting stock. We follow our home country practice, rather than complying with this rule. Consistent with Australian law, our bylaws do not require a quorum of at least 33 1/3% of the issued voting shares of Mesoblast for any general meeting of its shareholders. Our constitution provides that a quorum for a general meeting of our shareholders constitutes two shareholders present in person, by proxy, by attorney, or, where the shareholders is a body corporate, by representative. This provision and our practice of holding meetings with this quorum are not prohibited by the ASX Listing Rules or any other Australian law.

Item 16H. Mine Safety Disclosure

Not applicable.

PART III

Item 17. Financial Statements

See "Item 18. Financial Statements".

Item 18. Financial Statements

The following financial statements are filed as part of this annual report on Form 20-F.

Australian Disclosure Requirements

All press releases, financial reports and other information are available on our website: www.mesoblast.com

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders of Mesoblast Limited

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheet of Mesoblast Limited and its subsidiaries (the "Company") as of June 30, 2021 and 2020, and the related consolidated income statement and statements of comprehensive income, changes in equity and cash flows for each of the three years in the period ended June 30, 2021, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of June 30, 2021, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of June 30, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended June 30, 2021 in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board and Australian equivalent International Financial Reporting Standards as issued by the Australian Accounting Standards Board. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of June 30, 2021, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Substantial Doubt About the Company's Ability to Continue as a Going Concern

The accompanying consolidated financial statements have been prepared assuming the Company will continue as a going concern. As discussed in Note 1(i) to the consolidated financial statements, additional cash inflows will be required over the next twelve months in order to meet forecast expenditure, including repayment of the Hercules debt facility, that raises substantial doubt about its ability to continue as a going concern. Management's plans in regard to this matter are also described in Note 1(i). The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management's Report on Internal Control over Financial Reporting appearing under Item 15. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed 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. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in

accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Impairment assessment of in-process research and development intangible assets and goodwill

As described in Note 6(c) to the consolidated financial statements, the Company's consolidated in-process research and development ("IPRD") intangible asset balance and consolidated goodwill balance were \$427.8 million and \$134.5 million at June 30, 2021, respectively. Management tests the IPRD intangible asset and goodwill balances for impairment on an annual basis. The recoverability of the carrying values of goodwill and IPRD intangible assets are estimated by management using future cash flow projections and assumptions related to the outcome of research and development activities. These significant judgements and assumptions made by management are specific to the nature of the Company's activities including estimates of market populations, product pricings, launch timings, probabilities of success and discount rates.

The principal considerations for our determination that performing procedures relating to the impairment assessment of IPRD intangible assets and goodwill is a critical audit matter are there were significant judgments made by management in estimating the recoverable amount of the Company's IPRD and goodwill. This in turn led to a high degree of auditor judgment, subjectivity and effort in performing procedures to evaluate management's cash flow projections and significant assumptions, including estimates of market populations, product pricings, launch timings, probabilities of success and discount rates. In addition, the audit effort involved the use of professionals with specialized skill and knowledge to assist in performing these procedures and evaluating the audit evidence obtained.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's impairment assessment, including controls over significant assumptions. These procedures also included, among others, testing the Company's process used to develop the fair value estimate, which included (i) evaluating the appropriateness of the valuation methodology and discounted cash flow models used to estimate the recoverable amount of the Company's IPRD and goodwill; (ii) testing the completeness, accuracy and relevance of the underlying data used in the models; and (iii) evaluating the reasonableness of significant assumptions used by management including estimates of market populations, product pricings, launch timings, probabilities of success and discount rates. Evaluating the significant assumptions relating to the estimates of the recoverable amount of IPRD and goodwill involved evaluating whether the assumptions used by management were reasonable considering consistency with (i) external market and industry data; (ii) the outcome of clinical trials; (iii) announcements made by the Company; and (iv) other comparable estimates of the Company's valuation released by securities analysts. Professionals with specialized skill and knowledge were used to assist in the evaluation of the Company's discount rate assumption.

Fair value measurement of the provision for contingent consideration

As described in Note 5(g) to the consolidated financial statements, the Company had a balance of \$25.4 million as at June 30, 2021 for the provision for contingent consideration, which management determined using an internal valuation with a discounted cash flow model requiring the use of inputs classified as level 3 in the fair value hierarchy. Significant assumptions used by management to value the provision for contingent consideration included probabilities of success.

The principal considerations for our determination that performing procedures relating to the fair value measurement of contingent consideration is a critical audit matter are there were significant judgements made by management in estimating the fair value of the

provision for contingent consideration. This in turn led to high degree of auditor judgement, subjectivity and effort in performing procedures to evaluate management's cash flow projections and significant assumptions, including probabilities of success.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's process for valuing the provision for contingent consideration, including controls over significant assumptions. These procedures also included, among others, testing the Company's process used to develop the fair value estimate, which included (i) evaluating the appropriateness of the valuation methodology and discounted cash flow model used to estimate the value of the provision; (ii) testing the completeness, accuracy and relevance of the underlying data used in the model; and (iii) evaluating the reasonableness of significant assumptions used by management including, including probabilities of success. Evaluating the significant assumptions relating to the estimates of the fair value measurement of the provision for contingent consideration involved evaluating whether the assumptions used by management were reasonable considering consistency with (i) external market and industry data; (ii) the outcome of clinical trials; (iii) announcements made by the Company; and (iv) evidence obtained from our procedures over the impairment assessment of IPRD intangible assets and goodwill.

/s/ PricewaterhouseCoopers
Melbourne, Australia
August 31, 2021

We have served as the Company's auditor since 2008.

Index to Financial Statements

Consolidated Income Statement	141
Consolidated Statement of Comprehensive Income	142
Consolidated Statement of Changes in Equity	143
Consolidated Balance Sheet	144
Consolidated Statement of Cash Flows	145
Notes to Consolidated Financial Statements	146

Consolidated Income Statement

(in U.S. dollars, in thousands, except per share amount)	Note	2021	Year Ended June 30, 2020	2019
Revenue	3	7,456	32,156	16,722
Research & development		(53,012)	(56,188)	(59,815)
Manufacturing commercialization		(32,719)	(25,309)	(15,358)
Management and administration		(30,867)	(25,609)	(21,625)
Fair value remeasurement of contingent consideration	3	18,687	1,380	(6,264)
Other operating income and expenses	3	1,539	324	(334)
Finance costs	3	(10,714)	(14,109)	(12,080)
Loss before income tax	3	(99,630)	(87,355)	(98,754)
Income tax (expense)/benefit	4	819	9,415	8,955
Loss attributable to the owners of Mesoblast Limited		(98,811)	(77,940)	(89,799)
Losses per share from continuing operations attributable to the ordinary equity holders of the Group:		Cents	Cents	Cents
Basic - losses per share		(16.33)	(14.74)	(18.16)
Diluted - losses per share		(16.33)	(14.74)	(18.16)

The above consolidated income statement should be read in conjunction with the accompanying Notes.

Consolidated Statement of Comprehensive Income

(in U.S. dollars, in thousands)	Note	2021	Year Ended June 30, 2020	2019
Loss for the period		(98,811)	(77,940)	(89,799)
Other comprehensive (loss)/income				
<i>Items that may be reclassified to profit and loss</i>				
Exchange differences on translation of foreign operations	7(b)	(1,524)	1,146	(137)
<i>Items that will not be reclassified to profit and loss</i>				
Financial assets at fair value through other comprehensive income	7(b)	209	(446)	(4)
Other comprehensive (loss)/income for the period, net of tax		<u>(1,315)</u>	<u>700</u>	<u>(141)</u>
Total comprehensive losses attributable to the owners of Mesoblast Limited		<u>(100,126)</u>	<u>(77,240)</u>	<u>(89,940)</u>

The above consolidated statement of comprehensive income should be read in conjunction with the accompanying Notes.

Mesoblast Limited
Consolidated Statement of Changes in Equity

(in U.S. dollars, in thousands)	Note	Issued Capital	Share Option Reserve	Investment Revaluation Reserve	Foreign Currency Translation Reserve	Warrant Reserve	Retained Earnings/(accumulated losses)	Total
Balance as of July 1, 2018		889,481	75,974	21	(39,276)	—	(380,192)	546,008
Loss for the period		—	—	—	—	—	(89,799)	(89,799)
Other comprehensive income/(loss)		—	—	(4)	(137)	—	—	(141)
Total comprehensive profit/(loss) for the period		—	—	(4)	(137)	—	(89,799)	(89,940)
Transactions with owners in their capacity as owners:								
Contributions of equity net of transaction costs		19,441	—	—	—	—	—	19,441
		19,441	—	—	—	—	—	19,441
Transfer of services rendered in shares		1,170	(1,170)	—	—	—	—	—
Transfer of exercised options		313	(313)	—	—	—	—	—
Fair value of share-based payments	17	—	5,533	—	—	—	—	5,533
Reclassification of modified options to liability		—	10	—	—	—	—	10
		1,483	4,060	—	—	—	—	5,543
Balance as of June 30, 2019	7(a)	910,405	80,034	17	(39,413)	—	(469,991)	481,052
Balance as of July 1, 2019		910,405	80,034	17	(39,413)	—	(469,991)	481,052
Adjustment on adoption of IFRS 16 (net of tax)		—	—	—	—	—	(827)	(827)
Adjusted balance as of July 1, 2019		910,405	80,034	17	(39,413)	—	(470,818)	480,225
Loss for the period		—	—	—	—	—	(77,940)	(77,940)
Other comprehensive income/(loss)		—	—	(446)	1,146	—	—	700
Total comprehensive profit/(loss) for the period		—	—	(446)	1,146	—	(77,940)	(77,240)
Transactions with owners in their capacity as owners:								
Contributions of equity net of transaction costs		137,840	—	—	—	—	—	137,840
		137,840	—	—	—	—	—	137,840
Tax credited / (debited) to equity		—	979	—	—	—	—	979
Transfer of exercised options		3,205	(3,205)	—	—	—	—	—
Fair value of share-based payments	17	—	7,522	—	—	—	—	7,522
		3,205	5,296	—	—	—	—	8,501
Balance as of June 30, 2020	7(a)	1,051,450	85,330	(429)	(38,267)	—	(548,758)	549,326
Balance as of July 1, 2020		1,051,450	85,330	(429)	(38,267)	—	(548,758)	549,326
Loss for the period		—	—	—	—	—	(98,811)	(98,811)
Other comprehensive income/(loss)		—	—	209	(1,524)	—	—	(1,315)
Total comprehensive profit/(loss) for the period		—	—	209	(1,524)	—	(98,811)	(100,126)
Transactions with owners in their capacity as owners:								
Contributions of equity net of transaction costs		106,809	—	—	—	—	—	106,809
		106,809	—	—	—	—	—	106,809
Tax credited / (debited) to equity		—	(91)	—	—	—	—	(91)
Transfer of exercised options		4,894	(4,894)	—	—	—	—	—
Fair value of share-based payments	17	—	12,510	—	—	—	—	12,510
Issuance of warrants		—	—	—	—	12,969	—	12,969
		4,894	7,525	—	—	12,969	—	25,388
Balance as of June 30, 2021	7(a)	1,163,153	92,855	(220)	(39,791)	12,969	(647,569)	581,397

The above consolidated statement of changes in equity should be read in conjunction with the accompanying Notes.

(in U.S. dollars, in thousands)		As of June 30,	
	Note	2021	2020
Assets			
Current Assets			
Cash & cash equivalents	5(a)	136,881	129,328
Trade & other receivables	5(b)	4,842	1,574
Prepayments	5(b)	6,504	5,646
Total Current Assets		148,227	136,548
Non-Current Assets			
Property, plant and equipment	6(a)	3,021	2,293
Right-of-use assets	6(b)	9,119	7,978
Financial assets at fair value through other comprehensive income	5(c)	2,080	1,871
Other non-current assets	5(d)	1,724	3,311
Intangible assets	6(c)	580,546	581,601
Total Non-Current Assets		596,490	597,054
Total Assets		744,717	733,602
Liabilities			
Current Liabilities			
Trade and other payables	5(e)	19,598	24,972
Provisions	6(d)	18,710	29,197
Borrowings	5(f)	53,200	32,455
Lease liabilities	6(b)	2,765	3,519
Total Current Liabilities		94,273	90,143
Non-Current Liabilities			
Deferred tax liability	6(e)	—	730
Provisions	6(d)	17,017	27,563
Borrowings	5(f)	41,045	57,023
Lease liabilities	6(b)	8,485	6,317
Deferred consideration	6(f)	2,500	2,500
Total Non-Current Liabilities		69,047	94,133
Total Liabilities		163,320	184,276
Net Assets		581,397	549,326
Equity			
Issued Capital	7(a)	1,163,153	1,051,450
Reserves	7(b)	65,813	46,634
(Accumulated losses)/retained earnings		(647,569)	(548,758)
Total Equity		581,397	549,326

The above consolidated balance sheet should be read in conjunction with the accompanying Notes.

Consolidated Statement of Cash Flows

(in U.S. dollars, in thousands)	Note	2021	Year Ended June 30, 2020	2019
Cash flows from operating activities				
Commercialization revenue received		6,121	7,676	4,359
Upfront and milestone payments received		—	17,500	26,409
Government grants and tax incentives received		68	1,577	1,654
Payments to suppliers and employees (inclusive of goods and services tax)		(106,920)	(77,710)	(86,294)
Interest received		17	546	726
Interest and other costs of finance paid		(5,932)	(5,947)	(4,641)
Income taxes paid		(35)	(7)	(3)
Net cash (outflows) in operating activities	8(b)	(106,681)	(56,365)	(57,790)
Cash flows from investing activities				
Investment in fixed assets		(1,647)	(2,096)	(279)
Payments for contingent consideration		—	(1,027)	(721)
Payments for licenses		—	(150)	—
Net cash (outflows) in investing activities		(1,647)	(3,273)	(1,000)
Cash flows from financing activities				
Proceeds from borrowings		—	512	43,572
Repayment of borrowings		—	(512)	—
Payments of transaction costs from borrowings		(13)	—	(1,614)
Proceeds from issue of shares		106,268	144,946	30,258
Proceeds from issue of warrants		12,969	—	—
Payments for share issue costs		(1,827)	(6,277)	(608)
Payments for lease liabilities		(2,931)	(1,625)	—
Net cash inflows by financing activities		114,466	137,044	71,608
Net increase in cash and cash equivalents		6,138	77,406	12,818
Cash and cash equivalents at beginning of period		129,328	50,426	37,763
FX gain/(losses) on the translation of foreign bank accounts		1,415	1,496	(155)
Cash and cash equivalents at end of period	8(a)	136,881	129,328	50,426

The above consolidated statement of cash flows should be read in conjunction with the accompanying Notes.

Mesoblast Limited (“the Company”) and its subsidiaries (“the Group”) are primarily engaged in the development of regenerative medicine products. The Group’s primary proprietary regenerative medicine technology platform is based on specialized cells known as mesenchymal lineage cells. The Company was formed in 2004 as an Australian company and has been listed on the Australian Securities Exchange (the “ASX”) since 2004. In November 2015, the Company listed in the United States of America (“U.S.”) on the Nasdaq Global Select Market (“Nasdaq”) and from this date has been dual-listed in Australia and the U.S.

These financial statements and notes are presented in U.S. dollars (“\$” or “USD” or “US\$”), unless otherwise noted, including certain amounts that are presented in Australian dollars (“AUD” or “A\$”) and Singapore dollars (“SGD” or “S\$”).

1. Basis of preparation

The general purpose financial statements of Mesoblast Limited and its subsidiaries have been prepared in accordance with International Financial Reporting Standards, as issued by the International Accounting Standards Board and Australian equivalent International Financial Reporting Standards, as issued by the Australian Accounting Standards Board. Mesoblast Limited is a for-profit entity for the purpose of preparing the financial statements.

The financial statements cover Mesoblast Limited and its subsidiaries. The financial statements were authorized for issue by the board of directors on August 31, 2021. The directors have the power to amend and reissue the financial statements.

(i) *Going concern*

The Group held total cash and cash equivalents of \$136.9 million as of June 30, 2021. Over the next twelve months in order to meet our forecast expenditure, including repayment of the Hercules debt facility, cash inflows will be required. Management and the directors believe the Group will achieve this given plans to complete either one or more strategic partnerships or restructure existing loan agreements, and have prepared the financial report on a going concern basis. The dependency on these planned objectives indicates material uncertainty which may cast significant doubt (or substantial doubt as contemplated by Public Company Accounting Oversight Board (“PCAOB”) standards) on our ability to continue as a going concern and that the Group may be unable to realize our assets and discharge our liabilities in the normal course of business.

(ii) *Historical cost convention*

These financial statements have been prepared under the historical cost convention, as modified by the revaluation of financial assets at fair value through other comprehensive income, financial assets and liabilities (including derivative instruments) at fair value through profit or loss, certain classes of property, plant and equipment and investment property.

(iii) *New and amended standards adopted by the Group*

There were no new or amended standards adopted by the Group in the year ended June 30, 2021. These financial statements follow the same accounting policies as compared to the June 30, 2020 consolidated financial statements and related notes as filed with the Australian Securities Exchange and the Securities and Exchange Commission.

(iv) *New accounting standards and interpretations not yet adopted by the Group*

There were no new accounting standards and interpretations not yet adopted by the Group for the June 30, 2021 reporting period that are expected to materially impact the Group.

(v) *Use of estimates*

The preparation of these consolidated financial statements requires the Group to make estimates and judgments that affect the reported amounts of assets, liabilities, income and expenses and related disclosures. On an ongoing basis, the Group evaluates its significant accounting policies and estimates. Estimates are based on historical experience and on various market-specific and other relevant assumptions that the Group believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities.

Estimates are assessed each period and updated to reflect current information, such as the economic considerations related to the impact that COVID-19 could have on the Group's significant accounting estimates. COVID-19 has not led to a material deterioration in the Group's financial circumstances, nor required the Group to utilize government support.

The Group is facing some challenges from the pandemic. The Group's current and potential future clinical trials have and may experience some delays given reduced capacity at hospitals for completing activities and impacts on patient mobility for treatments or final visits. In addition, requested meetings with FDA are delayed by a minimum of 3 months while the public health crisis is in effect, due to the increased workload burden on agency staff.

Due to the COVID-19 pandemic, countries in which the Group has operations, including Singapore - where our contract manufacturer is located, have implemented some level of quarantine "stay at home" orders, and other restrictions in order to contain spread of the virus. Continued restrictions on the movement of people and products may adversely affect our and our contract manufacturer's ability to operate efficiently. In addition, the COVID-19 pandemic could also adversely affect our or our contract manufacturer's ability to acquire raw materials or components required in our manufacturing process, including bone marrow. As a result, the manufacturing and the commercialization of remestemcel-L and other product candidates could be adversely affected.

The Group has also seen substantial delays to lead times for certain raw materials, which is being driven by the pandemic. Such extension of lead times has the potential to delay the ability to manufacture product in a timely manner and could impact our ability to meet market demand once approved.

2. Significant changes in the current reporting period

(i) *Significant events*

The financial position and performance of the Group was affected by the following events during the year ended June 30, 2021:

- In August 2020, the Oncologic Drugs Advisory Committee ("ODAC") of the FDA voted in favor that available data from a single-arm Phase 3 trial and evidence from additional studies support the efficacy of remestemcel-L in pediatric patients with SR-aGVHD. Although the FDA considers the recommendation of the panel, the final decision regarding the approval of the product is made solely by the FDA, and the recommendations by the panel are non-binding.
In September 2020, the FDA issued a Complete Response Letter to Mesoblast's BLA for remestemcel-L for the treatment of pediatric SR-aGVHD. Despite the overwhelming ODAC vote, the FDA recommended that Mesoblast conduct at least one additional randomized, controlled study in adults and/or children to provide further evidence of the effectiveness of remestemcel-L for SR-aGVHD.
In November 2020, a Type A meeting was held with the FDA to discuss the review of the BLA for remestemcel-L. The current FDA review team have not agreed to approval. However, there was consensus with the review team on the proposed optimization of potency assays and on use of biomarkers to demonstrate the product's bioactivity in-vivo.
In June 2021, the Group met with the FDA's Center for Biologics Evaluation and Research (CBER) on potential pathways to regulatory approval of remestemcel-L (SR-aGVHD) in children. It was recommended that the Group as a next step discuss with CBER's review team at the Office of Tissue and Advanced Therapies (OTAT) our approach to address certain outstanding chemistry, manufacturing and controls (CMC) items, including potency assays, which could support a resubmission of the current BLA for remestemcel-L with a six-month review period.
- In August 2020, the Group amended the terms of the Hercules loan and security agreement to defer principal repayments to March 2021. In January 2021, the Group amended the terms of the loan agreement to extend the interest-only period of the loan up to March 2022, subject to achieving certain milestones. In March 2021, the Group met the requirements of the loan and security agreement to defer the interest only period to July 2021. In May 2021, the Group and Hercules amended the terms of the loan and security agreement to extend the interest-only period to October 1, 2021. In August 2021, as disclosed in Note 15, the Group and Hercules amended the terms of the loan and security agreement to extend the interest-only period to January 1, 2022. Presentation at June 30, 2021 has not been changed as a result of this amendment.
- In November 2020, the Group entered into a license and collaboration agreement with Novartis for the development, manufacture, and commercialization of remestemcel-L, with an initial focus on the treatment of acute respiratory distress syndrome (ARDS) including that associated with COVID-19. The agreement remains subject to certain closing conditions, including time to analyze the results from the COVID-19 ARDS trial.

•In December 2020, the Group announced top-line results from the DREAM-HF Phase 3 randomized controlled trial of its allogeneic cell therapy rexllestrocel-L in 537 patients with advanced chronic heart failure. Over a mean 30 months of follow-up, patients with advanced chronic heart failure who received a single endomyocardial treatment with rexllestrocel-L on top of maximal therapies had 60% reduction in incidence of heart attacks or strokes and 60% reduction in death from cardiac causes when treated at an earlier stage in the progressive disease process. Despite significant reduction in the pre-specified endpoint of cardiac death, there was no reduction in recurrent non-fatal decompensated heart failure events, which was the trial's primary endpoint.

- In March 2021, the Group announced completion of a A\$138.0 million (US\$110.0 million) private placement led by a strategic US investor group through the placement of 60.1 million new fully-paid ordinary shares at a price of A\$2.30. The investors also received warrants to acquire a further 15 million shares at a price of A\$2.88 per share, a 25% premium to the placement price, which may raise up to a further A\$43.2 million, on or before March 15, 2028.
- In June 2021, the Group and Grünenthal amended the terms of the development and commercialization agreement. The Group is eligible to receive payments up to US\$112.5 million prior to product launch in the European Union, inclusive of US\$17.5 million already received, if certain clinical and regulatory milestones are satisfied and reimbursement targets are achieved. Cumulative milestone payments could reach US\$1 billion depending on the final outcome of Phase 3 studies and patient adoption. The Group will also receive tiered double-digit royalties on product sales as per the original agreement.

3. Loss before income tax

(in U.S. dollars, in thousands)	Note	2021	Year Ended June 30, 2020	2019
Revenue				
Commercialization revenue		7,434	6,614	5,003
Milestone revenue		—	25,000	11,000
Interest revenue		22	542	719
Total Revenue		7,456	32,156	16,722
Clinical trial and research & development				
		(18,569)	(24,565)	(37,927)
Manufacturing production & development				
		(31,590)	(23,944)	(10,912)
Employee benefits				
Salaries and employee benefits		(26,804)	(25,100)	(19,504)
Defined contribution superannuation expenses		(379)	(327)	(339)
Equity settled share-based payment transactions ⁽¹⁾		(12,510)	(7,522)	(4,368)
Total Employee benefits		(39,693)	(32,949)	(24,211)
Depreciation and amortization of non-current assets				
Plant and equipment depreciation		(1,016)	(585)	(562)
Right of use asset depreciation		(1,691)	(1,508)	—
Intellectual property amortization		(1,557)	(1,574)	(1,577)
Total Depreciation and amortization of non-current assets		(4,264)	(3,667)	(2,139)
Other Management & administration expenses				
Overheads & administration		(7,757)	(8,276)	(11,356)
Consultancy		(5,386)	(5,168)	(3,360)
Legal, patent and other professional fees		(6,950)	(5,854)	(4,098)
Intellectual property expenses (excluding the amount amortized above)		(2,389)	(2,683)	(2,795)
Total Other Management & administration expenses		(22,482)	(21,981)	(21,609)
Fair value remeasurement of contingent consideration				
Remeasurement of contingent consideration	5(g)(iii)	18,687	1,380	(6,264)
Total Fair value remeasurement of contingent consideration		18,687	1,380	(6,264)
Other operating income and expenses				
Research & development tax incentive		—	—	(74)
Government grant revenue		68	78	—
Foreign exchange gains/(losses)		1,471	246	(208)
Foreign withholding tax paid		—	—	(52)
Total Other operating income and expenses		1,539	324	(334)
Finance (costs)/gains				
Remeasurement of borrowing arrangements ⁽²⁾		5,225	607	(376)
Interest expense		(15,939)	(14,716)	(11,704)
Total Finance costs		(10,714)	(14,109)	(12,080)
Total loss before income tax		(99,630)	(87,355)	(98,754)

(1) Share-based payment transactions

For the years ended June 30, 2021, 2020 and 2019, share-based payment transactions have been reflected in the Consolidated Statement of Comprehensive Income functional expense categories as follows:

(in U.S. dollars)	Year Ended June 30,		
	2021	2020	2019
Research and development	7,782,330	3,194,695	2,283,646
Manufacturing and commercialization	547,998	434,403	329,718
Management and administration	4,179,416	3,892,647	1,755,027
Equity settled share-based payment transactions	12,509,744	7,521,745	4,368,391
Legal, patent and other professional fees	—	—	620,000
Total equity settled share-based payment transactions in the profit and loss	12,509,744	7,521,745	4,988,391

(2) Change in comparative figures

The Group routinely reviews the financial statements for opportunities to improve the quality of financial reporting. The Group identified an opportunity to enhance the presentation of the Remeasurement for borrowing arrangements within Finance (costs)/gains and Remeasurement for borrowing arrangements within Other operating income and expenses. The Group considered that changes in the carrying value of borrowings is primarily due to changes in our estimated future cash flows and key assumptions about the settlement of the borrowings and these line items in the Consolidated Income Statement should therefore be reported in aggregate, to provide more relevant information to the users of the financial statements. This change in presentation has been retrospectively applied to the years ended June 30, 2020 and 2019.

The impact of the reclassification of the prior period financial statements is summarized below:

(in U.S. dollars, in thousands)	Year Ended June 30, 2020			Year Ended June 30, 2019		
	Previously reported	Currently reported	Effect of change	Previously reported	Currently reported	Effect of change
Other operating income and expenses	(779)	—	779	(752)	—	752
Finance costs	1,386	607	(779)	376	(376)	(752)

Revenue recognition

Grünenthal arrangement

In September 2019, the Group entered into a strategic partnership with Grünenthal for the development and commercialization in Europe and Latin America of the Group's allogeneic mesenchymal precursor cell ("MPC") product, MPC-06-ID, receiving exclusive rights to the Phase 3 allogeneic product candidate for the treatment of low back pain due to degenerative disc disease.

The Group received a non-refundable upfront payment of \$15.0 million in October 2019, on signing of the contract with Grünenthal. The Group received a milestone payment in December 2019 of \$2.5 million in relation to meeting a milestone event as part of the strategic partnership with Grünenthal.

In June 2021, the Group announced its intention to leverage the results from a planned US trial to support potential product approvals in both the US and EU by including 20% EU patients in order to provide regulatory harmonization, cost efficiencies and streamlined timelines, without initiating an EU trial. As a result, the strategic partnership with Grünenthal has been amended, and milestone payments relating to R&D and CMC services and other development services which were linked to the Europe trial have been removed, instead the Group is eligible to receive payments up to US\$112.5 million prior to product launch in the EU, inclusive of US\$17.5 million already received, if certain clinical and regulatory milestones are satisfied and reimbursement targets are achieved. Cumulative milestone payments could reach US\$1 billion depending on the final outcome of Phase 3 studies and patient adoption. The Group will also receive tiered double-digit royalties on product sales as per the original agreement.

The \$2.5 million milestone payment received in December 2019 from Grünenthal was considered constrained and is still considered deferred consideration as of June 30, 2021. Revenue will be recognized when the performance obligation is satisfied, which is when the clinical trial has recruited the required amount of European patients. There was no milestone revenue recognized in relation to this strategic partnership with Grünenthal in the year ended June 30, 2021.

4. Income tax benefit/(expense)

(in U.S. dollars, in thousands)	Year Ended June 30,		
	2021	2020	2019
Reconciliation of income tax to prima facie tax payable			
Loss from continuing operations before income tax	(99,630)	(87,355)	(98,754)
Tax benefit at the Australian tax rate of 30% (2020: 30%)	(29,889)	(26,207)	(29,626)
Tax effect of amounts which are not deductible/(exempt) in calculating taxable income:			
Share-based payments expense	2,836	1,367	1,221
Research and development tax concessions	(894)	(876)	(1,486)
Foreign exchange translation gains/(losses)	313	129	(15)
Contingent consideration	(5,606)	(414)	1,880
Other sundry items	121	97	91
Current year tax expense/(benefit)	(33,119)	(25,904)	(27,935)
Adjustments for current tax of prior periods ⁽¹⁾	(1)	283	(18,412)
Differences in overseas tax rates	13,218	9,397	24,458
Tax benefit not recognized	19,083	6,809	12,934
Change in tax rate on Deferred tax assets	(482)	(3,412)	—
Change in tax rate on Deferred tax liability	482	3,412	—
Previously unrecognized tax losses now recouped to reduce deferred tax expense/(benefit)	—	—	—
Income tax expense/(benefit) attributable to loss before income tax	(819)	(9,415)	(8,955)

- (1) In the year ended June 30, 2019, the adjustments for current tax of prior periods includes a benefit of \$18.2 million relating to a change in estimate in our current tax provision arising from a tax ruling obtained from Inland Revenue Authority of Singapore on November 15, 2018. This ruling allows the Group to claim additional deductions in relation to earn-out payments arising from the acquired MSC assets from Osiris. The Group expects to settle the related tax losses within the tax jurisdiction of Singapore at a future date. The difference in the Australian tax rate of 30% and the tax rate the Group expects to settle these deferred tax assets at in Singapore, under the tax incentives granted to the Group by the Singapore Economic Development Board, resulted in \$14.0 million being recorded in differences in overseas tax rates for the year.

(in U.S. dollars, in thousands)	Year Ended June 30,		
	2021	2020	2019
Income tax expense/(benefit)			
Current tax			
Current tax	—	—	—
Total current tax expense/(benefit)	—	—	—
Deferred tax			
(Increase)/decrease in deferred tax assets	(1,158)	(12,687)	(8,856)
(Decrease)/increase in deferred tax liabilities	339	3,272	(99)
Total deferred tax expense/(benefit)	(819)	(9,415)	(8,955)
Income tax expense/(benefit)	(819)	(9,415)	(8,955)

Deferred tax assets have been brought to account only to the extent that it is foreseeable that they are recoverable against future tax liabilities.

Deferred tax assets are recognized for unused tax losses to the extent that it is probable that future taxable profit will be available against which the unused tax losses can be utilized. Deferred tax assets are offset against taxable temporary differences (deferred tax liabilities) when the deferred tax balances relate to the same tax jurisdiction in accordance with our accounting policy.

(in U.S. dollars, in thousands)	Year Ended June 30,		
	2021	2020	2019
Amounts that would be recognized directly in equity if brought to account			
Aggregate current and deferred tax arising in the reporting period and not recognized in net loss or other comprehensive income but which would have been directly applied to equity had it been brought to account:			
Current tax recorded in equity (if brought to account)	(525)	(2,293)	(390)
Deferred tax recorded in equity (if brought to account)	905	1,266	879
	<u>380</u>	<u>(1,027)</u>	<u>489</u>

(in U.S. dollars, in thousands)	Year Ended June 30,		
	2021	2020	2019
Amounts recognized directly in equity			
Aggregate current and deferred tax arising in the reporting period and not recognized in net loss or other comprehensive income but debited/credited to equity			
Current tax recorded in equity	—	—	—
Deferred tax recorded in equity	91	(979)	—
	<u>91</u>	<u>(979)</u>	<u>—</u>

(in U.S. dollars, in thousands)	As of June 30,		
	2021	2020	2019
Deferred tax assets not brought to account			
Unused tax losses			
Potential tax benefit at local tax rates	77,738	55,573	51,807
Other temporary differences			
Potential tax benefit at local tax rates	7,424	6,782	3,130
Other tax credits			
Potential tax benefit at local tax rates	3,220	3,220	3,220
	<u>88,382</u>	<u>65,575</u>	<u>58,157</u>

The Group has not brought to account \$424.9 million (2020: \$160.5 million, 2019: \$151.0 million) of gross tax losses, which includes the benefit arising from tax losses in overseas countries. As of June 30, 2021 \$424.9 million of tax losses not brought to account have an indefinite life. Gross tax losses of \$44.4 million recognized as deferred tax asset expire within a range of 11 to 17 years. The benefits of unused tax losses will only be brought to account when it is probable that they will be realized.

This benefit of tax losses will only be obtained if:

- the Group derives future assessable income of a nature and an amount sufficient to enable the benefit from the deductions for the losses to be realized;
- the Group continues to comply with the conditions for deductibility imposed by tax legislation; and
- no changes in tax legislation adversely affect the Group in realizing the benefit from the deductions for the losses.

5. Financial assets and liabilities

This note provides information about the Group's financial instruments, including:

- an overview of all financial instruments held by the Group;
- specific information about each type of financial instrument;
- accounting policies; and
- information used to determine the fair value of the instruments, including judgments and estimation uncertainty involved.

The Group holds the following financial instruments:

Financial assets (in U.S. dollars, in thousands)	Notes	Assets at FVOCI(1)	Assets at FVTPL(2)	Assets at amortized cost	Total
As of June 30, 2021					
Cash & cash equivalents	5(a)	—	—	136,881	136,881
Trade & other receivables	5(b)	—	—	4,842	4,842
Financial assets at fair value through other comprehensive income	5(c)	2,080	—	—	2,080
Other non-current assets	5(d)	—	—	1,724	1,724
		<u>2,080</u>	<u>—</u>	<u>143,447</u>	<u>145,527</u>
As of June 30, 2020					
Cash & cash equivalents	5(a)	—	—	129,328	129,328
Trade & other receivables	5(b)	—	—	1,574	1,574
Financial assets at fair value through other comprehensive income	5(c)	1,871	—	—	1,871
Other non-current assets	5(d)	—	—	3,311	3,311
		<u>1,871</u>	<u>—</u>	<u>134,213</u>	<u>136,084</u>

(1) Fair value through other comprehensive income

(2) Fair value through profit or loss

Financial liabilities (in U.S. dollars, in thousands)	Notes	Liabilities at FVOCI(1)	Liabilities at FVTPL(2)	Liabilities at amortized cost	Total
As of June 30, 2021					
Trade and other payables	5(e)	—	—	19,598	19,598
Borrowings	5(f)	—	—	94,245	94,245
Contingent consideration	5(g)(iii)	—	25,409	—	25,409
		<u>—</u>	<u>25,409</u>	<u>113,843</u>	<u>139,252</u>
As of June 30, 2020					
Trade and other payables	5(e)	—	—	24,972	24,972
Borrowings	5(f)	—	—	89,478	89,478
Contingent consideration	5(g)(iii)	—	45,166	—	45,166
		<u>—</u>	<u>45,166</u>	<u>114,450</u>	<u>159,616</u>

(1) Fair value through other comprehensive income

(2) Fair value through profit or loss

The Group's exposure to various risks associated with the financial instruments is discussed in Note 10. The maximum exposure to credit risk at the end of the reporting period is the carrying amount of each class of financial assets mentioned above.

a. Cash and cash equivalents

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Cash at bank	136,430	128,916
Deposits at call(1)	451	412
	<u>136,881</u>	<u>129,328</u>

(1) As of June 30, 2021 and June 30, 2020, interest-bearing deposits at call include amounts of \$0.5 million and \$0.4 million, respectively, held as security and restricted for use.

(i) *Classification as cash equivalents*

Term deposits are presented as cash equivalents if they have a maturity of three months or less from the date of acquisition.

b. Trade and other receivables and prepayments

(i) *Trade receivables*

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Trade debtors	2,000	678
Foreign withholding tax recoverable	471	471
U.S. Tax credits	1,473	—
Security deposit	252	252
Other recoverable taxes (Goods and services tax and value-added tax)	646	173
Trade and other receivables	4,842	1,574

(ii) *Prepayments*

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Clinical trial research and development expenditure	2,823	3,304
Prepaid insurance and subscriptions	1,921	1,337
Other	1,760	1,005
Prepayments	6,504	5,646

(iii) *Classification as trade and other receivables*

Trade receivables and other receivables represent the principal amounts due at balance date less, where applicable, any provision for expected credit losses. The Group uses the simplified approach to measuring expected credit losses, which uses a lifetime expected credit loss allowance. Debts which are known to be uncollectible are written off in the consolidated income statement. All trade receivables and other receivables are recognized at the value of the amounts receivable, as they are due for settlement within 60 days and therefore do not require remeasurement.

(iv) *Other receivables*

These amounts generally arise from transactions outside the usual operating activities of the Group.

(v) *Fair values of trade and other receivables*

Due to the short-term nature of the current receivables, their carrying amount is assumed to be the same as their fair value.

(vi) *Impairment and risk exposure*

Information about the impairment of trade and other receivables, their credit quality and the Group's exposure to credit risk, foreign currency risk and interest rate risk can be found in Note 10(a) and (b).

c. Financial assets at fair value through other comprehensive income

Financial assets at fair value through other comprehensive income include the following classes of financial assets:

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Unlisted securities:		
Equity securities	2,080	1,871
	2,080	1,871

(i) *Classification of financial assets at fair value through other comprehensive income*

Financial assets at fair value through other comprehensive income comprises equity securities which are not held for trading, and which the Group has irrevocably elected at initial recognition to recognize in this category. These are strategic investments and the Group considers this classification to be more relevant.

The financial assets are presented as non-current assets unless they mature, or management intends to dispose of them within 12 months of the end of the reporting period.

(ii) *Impairment indicators for financial assets at fair value through other comprehensive income*

Impairment losses (and reversal of impairment losses) on equity investments measured at FVOCI are not reported separately from other changes in fair value. See Note 23(m)(iv) for further details about the Group's impairment policies for financial assets.

(iii) *Amounts recognized in other comprehensive income*

For the years ended June 30, 2021, 2020 and 2019, the Group recognized in statement of comprehensive income a gain of \$0.2 million, a loss of \$0.4 million and a loss of \$0.4 thousand respectively, for change in fair value of the financial assets through other comprehensive income.

(iv) *Fair value, impairment and risk exposure*

Information about the methods and assumptions used in determining fair value is provided in Note 5(g). None of the financial assets through other comprehensive income are either past due or impaired.

All financial assets at fair value through other comprehensive income are denominated in USD.

d. Other non-current assets

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Bank Guarantee	546	660
Letter of Credit	1,178	1,178
U.S. Tax credits	—	1,473
	<u>1,724</u>	<u>3,311</u>

(i) *Classification of financial assets as other non-current assets*

Bank guarantee

These funds are held in an account named Mesoblast Limited at National Australia Bank according to the terms of a Bank Guarantee which is security for the sublease agreement for our occupancy of Level 38, 55 Collins Street, Melbourne, Victoria, Australia. The Bank Guarantee is security for the full and faithful performance and observance by the subtenant of the terms, covenants and conditions of the sublease. The Bank Guarantee continues in force until it is released by the lessor.

Letter of credit

These funds held in an account named Mesoblast, Inc. at the Bank of America according to the terms of an irrevocable standby letter of credit which is security for the sublease agreement for our occupancy of 505 Fifth Avenue, New York, New York, United States of America. The letter of credit is security for the full and faithful performance and observance by the subtenant of the terms, covenants and conditions of the sublease. The letter of credit is deemed to automatically extend without amendment for a period of one year at each anniversary.

U.S. Tax credits

The Group filed a return during the year ended June 30, 2021, to claim a refund from the Internal Revenue Service ("IRS") of the tax credit arising from prior years Alternative Minimum Tax. This was a result of the changes in the U.S. corporate income tax

legislation with the Tax Act. The refund is expected to be received within one year and has therefore been recorded in trade and other receivables for the year ended June 30, 2021.

(ii) *Impairment and risk exposure*

No other non-current assets are either past due or impaired.

e. **Trade and other payables**

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Trade payables and other payables	19,598	24,972
Trade and other payables	19,598	24,972

The carrying amounts of trade and other payables are assumed to be the same as their fair values, due to their short-term nature.

f. **Borrowings**

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Borrowings		
Secured liabilities:		
Borrowing arrangements	80,000	80,000
Less: transaction costs	(6,751)	(6,738)
Amortization of carrying amount, net of payments made	20,996	16,216
	94,245	89,478

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Borrowings		
Current	53,200	32,455
Non-current	41,045	57,023
	94,245	89,478

(i) *Borrowing arrangements*

Hercules

In March 2018, the Group entered into a loan and security agreement with Hercules, for a \$75.0 million non-dilutive, four-year credit facility. The Group drew the first tranche of \$35.0 million on closing and a further tranche of \$15.0 million was drawn in January 2019. The loan matures in March 2022.

In May 2021, the Group and Hercules amended the terms of the loan and security agreement to extend the interest-only period to October 1, 2021. In August 2021, as disclosed in Note 15, the Group and Hercules amended the terms of the loan and security agreement to extend the interest-only period to January 1, 2022. Principal repayments can be further deferred to March 2022, subject to achieving certain milestones.

Interest on the loan is payable monthly in arrears on the 1st day of the month. At closing date, the interest rate was 9.45%. At June 30, 2019, in line with increases in the U.S prime rate, the interest rate was 10.45%. On August 1, September 19 and October 31, 2019, in line with the decreases in the U.S. prime rate, the interest rate on the loan decreased to 10.20%, 9.95% and 9.70%, respectively, and remains at 9.70% at June 30, 2021, in line with the terms of the loan agreement. As at June 30, 2021, the Group recognized \$2.2 million in interest payable within twelve months as a current liability.

In the years ended June 30, 2021 and 2020, the Group recognized gains of \$0.4 million and \$1.3 million, respectively, in the Income Statement as remeasurement of borrowing arrangements within finance costs. These remeasurement gains relate to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows from our existing credit facility due to amendments to the agreement which have occurred during the year ended June 30, 2021. The Group have pledged substantially all of our assets as collateral under the loan facility with Hercules.

NovaQuest

On June 29, 2018, the Group drew the first tranche of \$30.0 million of the principal amount from the \$40.0 million loan and security agreement with NovaQuest. There is a four-year interest only period, until July 2022, with the principal repayable in equal quarterly instalments over the remaining period of the loan. The loan matures in July 2026. Interest on the loan will accrue at a fixed rate of 15% per annum.

All interest and principal payments will be deferred until after the first commercial sale of remestemcel-L for the treatment in pediatric patients with SR-aGVHD. The Group can elect to prepay all outstanding amounts owing at any time prior to maturity, subject to a prepayment charge, and may decide to do so if net sales of remestemcel-L for pediatric SR-aGVHD are significantly higher than current forecasts.

If there are no net sales of remestemcel-L for pediatric SR-aGVHD, the loan is only repayable on maturity in 2026. If in any annual period 25% of net sales of remestemcel-L for pediatric SR-aGVHD exceed the amount of accrued interest owing and, from 2022, principal and accrued interest owing ("the payment cap"), Mesoblast will pay the payment cap and an additional portion of excess sales which may be used for early prepayment of the loan. If in any annual period 25% of net sales of remestemcel-L for pediatric SR-aGVHD is less than the payment cap, then the payment is limited to 25% of net sales of remestemcel-L for pediatric SR-aGVHD. Any unpaid interest will be added to the principal amounts owing and shall accrue further interest. At maturity date, any unpaid loan balances are repaid.

Because of this relationship of net sales and repayments, changes in our estimated net sales may trigger an adjustment of the carrying amount of the financial liability to reflect the revised estimated cash flows. The carrying amount adjustment is recalculated by computing the present value of the revised estimated future cash flows at the financial instrument's original effective interest rate. The adjustment is recognized in the Income Statement as remeasurement of borrowing arrangements within finance costs in the period the revision is made.

In the year ended June 30, 2021, the Group recognized a gain of \$4.8 million in the Income Statement as remeasurement of borrowing arrangements within finance costs in relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows as a net result of changes to the key assumptions in development timelines. In the year ended June 30, 2020 the Group recognized a loss of \$0.7 million in the Income Statement as remeasurement of borrowing arrangements within finance costs in relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows.

As at June 30, 2021, the Group has recognized a current liability of \$0.3 million which represents the present value of \$0.4 million loan administration fee which is payable annually in June.

The carrying amount of the loan and security agreement with NovaQuest is subordinated to the Group's floating rate loan with the senior creditor, Hercules. The Group have pledged a portion of our assets relating to the SR-aGVHD product candidate as collateral under the loan facility with NovaQuest.

(ii) Compliance with loan covenants

Our loan facilities with Hercules and NovaQuest contain a number of covenants that impose operating restrictions on us, which may restrict our ability to respond to changes in our business or take specified actions. The Group has an operating objective to at all times maintain unrestricted cash reserves in excess of six months liquidity. The objective aligns with our loan and security agreement with Hercules where the Group are obliged to maintain certain levels of cash in the United States, and a minimum unrestricted cash balance equal to the lesser of: four months liquidity (defined as the prior four calendar months net cash outflows in operating activities and investing activities, excluding amounts for extraordinary, non-recurring, not regularly scheduled or onetime proceeds and amounts) plus any balance of accounts payable not paid after the 120th day following the invoice date for such accounts payable; and the outstanding loan balance.

The Group has complied with the financial and other restrictive covenants of its borrowing facilities during the year ended June 30, 2021 and during the year ended June 30, 2020.

(iii) Net debt reconciliation

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Cash and cash equivalents	136,881	129,328
Borrowings	(94,245)	(89,478)
Lease liabilities	(11,250)	(9,836)
Net Debt(1)	31,386	30,014
Cash and cash equivalents	136,881	129,328
Gross debt - fixed interest rates	(52,631)	(49,414)
Gross debt - variable interest rates	(52,864)	(49,900)
Net Debt(1)	31,386	30,014

(1) Net debt amount includes leases and borrowing arrangements

(in U.S. dollars, in thousands)	Liabilities from financing activities			Other assets	Total
	Borrowings	Leases	Sub-total	Cash and cash equivalents	
Net Debt as at June 30, 2020	(89,478)	(9,836)	(99,314)	129,328	30,014
Cash Flows(1)	—	2,931	2,931	6,138	9,069
Remeasurement of borrowing arrangements	5,225	—	5,225	—	5,225
Other Changes(2)	(9,992)	(3,604)	(13,596)	—	(13,596)
Acquisition – leases	—	(395)	(395)	—	(395)
Foreign exchange adjustments	—	(346)	(346)	1,415	1,069
Net Debt as at June 30, 2021	(94,245)	(11,250)	(105,495)	136,881	31,386

(1) Cash flows include the payments of lease liabilities which are presented as financing cash flows in the statement of cash flows.

(2) Other changes include modification of leases, accrued interest expense and interest payments for borrowings and leases which are presented as operating cash flows in the statement of cash flows when paid.

(iv) Fair values of borrowing arrangements

The carrying amount of the borrowings at amortized cost in accordance with our accounting policy is a reasonable approximation of fair value.

g. Recognized fair value measurements

(i) Fair value hierarchy

The following table presents the Group's financial assets and financial liabilities measured and recognized at fair value as of June 30, 2021 and June 30, 2020 on a recurring basis, categorized by level according to the significance of the inputs used in making the measurements:

As of June 30, 2021 (in U.S. dollars, in thousands)	Notes	Level 1	Level 2	Level 3	Total
Financial Assets					
Financial assets at fair value through other comprehensive income:					
Equity securities - biotech sector	5(c)	—	—	2,080	2,080
Total Financial Assets		—	—	2,080	2,080
Financial Liabilities					
Financial liabilities at fair value through profit or loss:					
Contingent consideration	5(g)(iii)	—	—	25,409	25,409
Total Financial Liabilities		—	—	25,409	25,409

As of June 30, 2020
(in U.S. dollars, in thousands)

	Notes	Level 1	Level 2	Level 3	Total
Financial Assets					
Financial assets at fair value through other comprehensive income:					
Equity securities - biotech sector	5(c)	—	—	1,871	1,871
Total Financial Assets		—	—	1,871	1,871
Financial Liabilities					
Financial liabilities at fair value through profit or loss:					
Contingent consideration	5(g)(iii)	—	—	45,166	45,166
Total Financial Liabilities		—	—	45,166	45,166

There were no transfers between any of the levels for recurring fair value measurements during the period.

The Group's policy is to recognize transfers into and transfers out of fair value hierarchy levels as at the end of the reporting period.

Level 1: The fair value of financial instruments traded in active markets (such as publicly traded derivatives, and trading and financial assets at fair value through other comprehensive income) is based on quoted market prices at the end of the reporting period. The quoted market price used for financial assets held by the Group is the current bid price. These instruments are included in level 1.

Level 2: The fair value of financial instruments that are not traded in an active market (for example, foreign exchange contracts) is determined using valuation techniques which maximize the use of observable market data and rely as little as possible on entity-specific estimates. If all significant inputs required to fair value an instrument are observable, the instrument is included in level 2.

Level 3: If one or more of the significant inputs is not based on observable market data, the instrument is included in level 3. This is the case for provisions (contingent consideration) and equity securities (unlisted).

(ii) Valuation techniques used.

The Group did not hold any level 1 or 2 financial instruments as at June 30, 2021 or June 30, 2020.

The Group's level 3 assets consist of an investment in unlisted equity securities in the biotechnology sector. Level 3 assets were 100% of total assets measured at fair value as at June 30, 2021 and June 30, 2020. The Group's level 3 liabilities consist of a contingent consideration provision related to the acquisition of Osiris' MSC business. Level 3 liabilities were 100% of total liabilities measured at fair value as at June 30, 2021 and June 30, 2020. The Group used discounted cash flow analysis to determine the fair value measurements of level 3 instruments.

(iii) Fair value measurements using significant unobservable inputs (level 3)

The following table presents the changes in level 3 instruments for the years ended June 30, 2021 and June 30, 2020:

(in U.S. dollars, in thousands)	Contingent consideration provision
Opening balance - July 1, 2019	47,534
Amount used during the period	(988)
Charged/(credited) to consolidated income statement:	
Remeasurement(1)	(1,380)
Closing balance - June 30, 2020	45,166
Opening balance - July 1, 2020	45,166
Amount used during the period	(1,070)
Charged/(credited) to consolidated income statement:	
Remeasurement(2)	(18,687)
Closing balance - June 30, 2021	25,409

- (1) In the year ended June 30, 2020, a gain of \$1.3 million was recognized on the remeasurement of contingent consideration pertaining to the acquisition of assets from Osiris. This gain is a net result of changes to the key assumptions of the contingent consideration valuation such as developmental timelines, market penetration, product pricing and the increase in valuation as the time period shortens between the valuation date and the potential settlement dates of contingent consideration.
- (2) In the year ended June 30, 2021, a gain of \$18.7 million was recognized on the remeasurement of contingent consideration pertaining to the acquisition of assets from Osiris. This gain was a net result of changing the key assumptions of the contingent consideration valuation such as probability of success and developmental timelines primarily as a result of receiving the Complete Response Letter from the FDA on the BLA for remestemcel-L for the treatment of pediatric SR-aGVHD on September 30, 2020.

(iv) Valuation inputs and relationship to fair value

The following table summarizes the quantitative information about the significant unobservable inputs used in level 3 fair value measurements:

(in U.S. dollars, in thousands, except percent data) Description	Fair value as of June 30, 2021	Fair value as of June 30, 2020	Valuation technique	Unobservable inputs ⁽¹⁾	Range of inputs (weighted average)		Relationship of unobservable inputs to fair value
					Year Ended June 30, 2021	Year Ended June 30, 2020	
Contingent consideration provision	25,409	45,166	Discounted cash flows	Risk adjusted discount rate	11%-13% (12.5%)	11%-13% (12.5%)	Year ended 30 June, 2021: A change in the discount rate by 0.5% would increase/decrease the fair value by 0.3%. Year ended June 30, 2020: A change in the discount rate by 0.5% would increase/decrease the fair value by 0.4%.
				Expected unit sales price	n/a	n/a	Year ended 30 June, 2021: A change in the price assumptions by 10% would increase/decrease the fair value by 3%. Year ended June 30, 2020: A 10% increase/decrease in the price assumptions adopted would increase/decrease the fair value by 3%.
				Expected sales volumes	n/a	n/a	Year ended 30 June, 2021: A change in the volume assumptions by 10% would increase/decrease the fair value by 3%. Year ended June 30, 2020: A 10% increase/decrease in sales volume assumptions adopted would increase/decrease the fair value by 3%.
				Probability of success	Various	Various	Year ended 30 June, 2021: A change in the probability of success assumptions by 10% and 20% would increase/decrease the fair value by 8.6% and 17.3%, respectively. Year ended June 30, 2020: A 10% and 20% increase in the probability of success assumptions would increase the fair value by 9% and 12.9%, respectively, and a 10% and 20% decrease in the probability of success assumptions would decrease the fair value by 9% and 18%, respectively.

(1) There were no significant inter-relationships between unobservable inputs that materially affect fair values.

(v) Valuation processes

In connection with the Osiris acquisition, on October 11, 2013 (the "acquisition date"), an independent valuation of the contingent consideration was carried out by an independent valuer.

For the years ended June 30, 2021 and June 30, 2020, the Group has adopted a process to value contingent consideration internally. This valuation has been completed by the Group's internal valuation team and reviewed by the Chief Financial Officer (the "CFO"). The valuation team is responsible for the valuation model. The valuation team also manages a process to continually refine the key assumptions within the model, drawing on both internal and external sources. This is done with input from the relevant business units. The key assumptions in the model have been clearly defined and the responsibility for refining those assumptions has been assigned to the most relevant business units. For each indication the Group determines the probability of success based on the current development status within each jurisdiction. Cash flows relevant to each jurisdiction are discounted appropriately based on the probability of success assumed. The remeasurement charged to the consolidated income statement in the year ended June 30, 2021 was a net result of changing the key assumptions of the contingent consideration valuation such as probability of success and development timelines primarily as a result of receiving the Complete Response Letter from the FDA on the BLA for remestemcel-L for the treatment of pediatric SR-aGVHD on September 30, 2020. These assumptions have been updated to reflect current expectations based on the Group's discussions with the FDA for potential approval of this BLA. When the outcome of the request for approval is known, this could change the key assumptions and a further remeasurement of contingent consideration, up or down, could occur.

The fair value of contingent consideration (in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Fair value of cash or stock payable, dependent on achievement of future late-stage clinical or regulatory targets	18,328	28,801
Fair value of royalty payments from commercialization of the intellectual property acquired	7,081	16,365
	25,409	45,166

The main level 3 inputs used by the Group are evaluated as follows:

Risk adjusted discount rate:	The discount rate used in the valuation has been determined based on required rates of returns of listed companies in the biotechnology industry (having regards to their stage of development, their size and number of projects) and the indicative rates of return required by suppliers of venture capital for investments with similar technical and commercial risks. This assumption is reviewed as part of the valuation process outlined above.
Expected unit sales prices:	Expected market sale price of the most comparable products currently available in the market place. This assumption is reviewed as part of the valuation process outlined above.
Expected sales volumes:	Expected sales volumes of the most comparable products currently available in the market place. This assumption is reviewed as part of the valuation process outlined above.
Probability of success:	Expected cash flows used to measure contingent consideration are risk adjusted for the probability of successful development of products. This assumption is reviewed as part of the valuation process outlined above.

6. Non-financial assets and liabilities

a. Property, plant and equipment

(in U.S. dollars, in thousands)	Plant and Equipment	Office Furniture and Equipment	Computer Hardware and Software	Total
Year Ended June 30, 2020				
Opening net book amount	204	376	246	826
Additions	1,393	458	152	2,003
Exchange differences	(2)	9	43	50
Disposals		—	(1)	(1)
Depreciation charge	(259)	(136)	(190)	(585)
Closing net book value	1,336	707	250	2,293
As of June 30, 2020				
Cost	5,598	1,766	3,182	10,546
Accumulated depreciation	(4,262)	(1,059)	(2,932)	(8,253)
Net book value	1,336	707	250	2,293
Year Ended June 30, 2021				
Opening net book amount	1,336	707	250	2,293
Additions	1,427	138	156	1,721
Exchange differences	(75)	89	9	23
Depreciation charge	(735)	(123)	(158)	(1,016)
Closing net book value	1,953	811	257	3,021
As of June 30, 2021				
Cost	6,955	2,009	3,505	12,469
Accumulated depreciation	(5,002)	(1,198)	(3,248)	(9,448)
Net book value	1,953	811	257	3,021

(i) Depreciation methods and useful lives

Depreciation is calculated using the straight-line method to allocate their cost or revalued amounts, net of their residual values, over the estimated useful lives. The estimated useful lives are:

- Plant and equipment 3 – 15 years
- Office furniture and equipment 3 – 10 years
- Computer hardware and software 3 – 4 years

See Note 23(o) for other accounting policies relevant to property, plant and equipment.

b. Leases

(i) Amounts recognized on the balance sheet

Right-of-use assets

(in U.S. dollars, in thousands)	Buildings	Manufacturing	Total
Year Ended June 30, 2020			
Opening net book amount	—	—	—
Initial recognition under IFRS 16 adoption	4,897	—	4,897
Additions	—	3,844	3,844
Reassessment	321	998	1,319
Exchange differences	51	—	51
Depreciation charge	(1,509)	(624)	(2,133)
Closing net book value	3,760	4,218	7,978
As of June 30, 2020			
Cost	5,269	4,842	10,111
Accumulated depreciation	(1,509)	(624)	(2,133)
Net book value	3,760	4,218	7,978
Year Ended June 30, 2021			
Opening net book amount	3,760	4,218	7,978
Additions	395	—	395
Reassessment	2,721	842	3,563
Exchange differences	232	—	232
Depreciation charge	(1,691)	(1,358)	(3,049)
Closing net book value	5,417	3,702	9,119
As of June 30, 2021			
Cost	8,665	5,684	14,349
Accumulated depreciation	(3,248)	(1,982)	(5,230)
Net book value	5,417	3,702	9,119

Lease liabilities

	As of June 30,	
	2021	2020
Current	2,765	3,519
Non-current	8,485	6,317
Lease liabilities included in the statement of financial position	11,250	9,836

The lease liability is measured at the present value of the fixed and variable lease payments net of cash lease incentives that are not paid at the balance date. Lease payments are apportioned between the finance charges and reduction of the lease liability using the incremental borrowing rate to achieve a constant rate of interest on the remaining balance of the liability. Lease payments for buildings exclude service fees for cleaning and other costs. The interest expense (included in finance costs) for leases is \$0.6 million for the year ended June 30, 2021 and \$0.5 million for the year ended June 30, 2020. In the year ended June 30, 2021 and 2020, total payments associated with lease liabilities were \$3.5 million and \$2.4 million, respectively.

Payments associated with short-term leases with a lease term of 12 months or less, contracts that contain lease and non-lease components that are cancellable within 12 months and leases of low-value assets are recognized on a straight-line basis as an expense in profit or loss. The expense relating to short term leases was \$3.6 million for the year ended June 30, 2021 and \$0.6 million for the year ended June 30, 2020.

(ii) Depreciation methods and useful lives of right-of-use assets

Depreciation is calculated using the straight-line method to allocate their cost or revalued amounts, net of their residual values, over the estimated useful lives. Depreciation for leases for the years ended June 30, 2021 and 2020 was \$1.7 million and \$1.5 million, respectively.

(iii) Extension and termination options

Extension options and termination options may be included in the right-of-use asset leases across the Group. These are used to maximize operational flexibility in terms of managing the assets used in the Group's operations.

In determining the lease term, management considers all facts and circumstances that create an economic incentive to exercise an extension option, or not exercise a termination option. Extension options and periods after termination options are only included in the lease term if the lease is reasonably certain to be extended or not terminated.

A right-of-use asset and lease liability has been recognized in relation to the manufacturing service agreement entered into with Lonza in October 2019 for the supply of commercial product for the potential approval and launch of remestemcel-L for the treatment of pediatric acute graft versus host disease in the US market. Management has determined that this agreement has a non-cancellable lease term of 4.5 years, at which time the Group has the option to exercise an extension or terminate the agreement.

As of June 30, 2021, the anticipated future contractual cash flows relating to the lease component of the Lonza agreement are \$5.0 million on an undiscounted basis, as included within lease liabilities in Note 10(c). The anticipated future contractual cash flows exclude cashflows beyond the initial non-cancellable lease term of 4.5 years as it is not reasonably certain the Group will extend the agreement.

See Note 1(iii) and Note 23v for other accounting policies relevant to lease accounting.

c. Intangible assets

(in U.S. dollars, in thousands)	Goodwill	Acquired licenses to patents	In-process research and development acquired	Current marketed products	Total
Year Ended June 30, 2020					
Opening net book amount	134,453	1,744	427,779	19,150	583,126
Additions	—	50	—	—	50
Exchange differences	—	(2)	—	1	(1)
Amortization charge	—	(119)	—	(1,455)	(1,574)
Closing net book amount	134,453	1,673	427,779	17,696	581,601
As of June 30, 2020					
Cost	134,453	2,862	489,698	24,000	651,013
Accumulated amortization	—	(1,189)	—	(6,304)	(7,493)
Accumulated impairment	—	—	(61,919)	—	(61,919)
Net book amount	134,453	1,673	427,779	17,696	581,601
Year Ended June 30, 2021					
Opening net book amount	134,453	1,673	427,779	17,696	581,601
Additions	—	500	—	—	500
Exchange differences	—	1	—	21	22
Amortization charge	—	(102)	—	(1,475)	(1,577)
Closing net book amount	134,453	2,072	427,779	16,242	580,546
As of June 30, 2021					
Cost	134,453	3,407	489,698	23,999	651,557
Accumulated amortization	—	(1,335)	—	(7,757)	(9,092)
Accumulated impairment	—	—	(61,919)	—	(61,919)
Net book amount	134,453	2,072	427,779	16,242	580,546

(i) Carrying value of in-process research and development acquired by product

(in U.S. dollars, in thousands)	As of June 30, 2021	As of June 30, 2020
Cardiovascular products ⁽¹⁾	254,351	254,351
Intravenous products for metabolic diseases and inflammatory/immunologic conditions ⁽²⁾	70,730	70,730
MSC products ⁽³⁾	102,698	102,698
	<u>427,779</u>	<u>427,779</u>

(1) Includes rexlémestrocel-L (MPC-150-IM) for the treatment or prevention of chronic heart failure and MPC-25-IC for the treatment or prevention of acute myocardial infarction

(2) Includes MPC-300-IV for the treatment of biologic-refractory rheumatoid arthritis and diabetic nephropathy

(3) Includes remestemcel-L for the treatment of children with SR-aGVHD and remestemcel-L for the treatment of Crohn's disease

For all products included within the above balances, the underlying currency of each item recorded is USD.

(ii) Amortization methods and useful lives

The Group amortizes intangible assets with a finite useful life using the straight-line method over the following periods:

- Acquired licenses to patents 7 – 16 years
- Current marketed products 15 – 20 years

See Note 23(p) for the other accounting policies relevant to intangible assets and Note 23(j) for the Group's policy regarding impairments.

(iii) Significant estimate: Impairment of goodwill and assets with an indefinite useful life

The Group tests annually whether goodwill and its assets with indefinite useful lives have suffered any impairment in accordance with its accounting policy stated in Note 23(j). The recoverable amounts of these assets and cash-generating units have been determined based on fair value less costs to dispose calculations, which require the use of certain assumptions. A full annual impairment assessment was performed at March 31, 2021 and no impairment of the in-process research and development and goodwill was identified.

(iv) Impairment tests for goodwill and intangible assets with and indefinite useful life

The Group has recognized goodwill as a result of two separate acquisitions. Goodwill of \$118.4 million was recognized on acquisition of Angioblast Systems Inc. in 2010, \$13.9 million was recognized on the acquisition of the MSC assets from Osiris ("MSC business combination") in 2013 and \$2.1 million was recognized on finalization of the MSC business combination of Osiris in 2015. In all cases the goodwill recognized represented excess in the purchase price over the net identifiable assets and in-process research and development acquired in the transaction.

On acquisition, goodwill was not able to be allocated to the cash generating unit ("CGU") level or to a group of CGU given the synergies of the underlying research and development. For the purpose of impairment testing, goodwill is monitored by management at the operating segment level. The Group is managed as one operating segment, being the development of cell technology platform for commercialization.

IFRS requires that acquired in-process research and development be measured at fair value and carried as an indefinite life intangible asset subject to annual impairment reviews. The Group have recognized in-process research and development as a result of two separate acquisitions. In-process research and development of \$387.0 million was recognized on the acquisition of Angioblast Systems Inc. in 2010 and \$126.7 million was recognized on the acquisition of assets from Osiris in 2013 and \$24.0 million was reclassified to current marketed products upon the TEMCELL asset becoming available for use in Japan. In 2016, the Group fully impaired \$61.9 million of in-process research and development relating to our product candidates, MPC-MICRO-IO for the treatment of age-related macular degeneration and MPC-CBE for the expansion of hematopoietic stem cells within cord blood, as the Group

suspended further patient enrollment of the Phase IIa MPC-MICRO-IO clinical trial and the Phase III MPC-CBE clinical trial as the Group prioritized the funding of our Tier 1 product candidates. The remaining carrying amount of in-process research and development as at June 30, 2021 and June 30, 2020 was \$427.8 million. The Group still believe these product candidates remain viable upon further funding, or partnership, and accordingly these products should not be regarded as abandoned, where typically, abandoned programs would be closed down and the related research and development efforts are considered impaired and the asset is fully expensed.

In-process research and development acquired is considered to be an indefinite life intangible asset on the basis that it is incomplete and cannot be used in its current form (see Note 23(p)(iii)). The intangible asset's life will remain indefinite until such time it is completed and commercialized or impaired. The carrying value of in-process research and development is a separate asset which has been subject to impairment testing at the cash generating unit level, which has been determined to be at the product level.

The recoverable amount of both goodwill and in-process research and development was assessed as of March 31, 2021 based on the fair value less costs to dispose. Management assess for indicators of impairment as at June 30, 2021 including considering events up to the date of the approval financial statements. No impairment as at June 30, 2021, was identified.

(v) Key assumptions used for fair value less costs to dispose calculations

In determining the fair value less costs to dispose the Group has given consideration to the following internal and external indicators:

- discounted expected future cash flows of programs valued by the Group's internal valuation team and reviewed by the CFO. The valuation team is responsible for the valuation model. The valuation team also manages a process to continually refine the key assumptions within the model. This is done with input from the relevant business units. The key assumptions in the model have been clearly defined and the responsibility for refining those assumptions has been assigned to the most relevant business units. When determining key assumptions, the business units refer to both external sources and past experience as appropriate. The valuation is considered to be level 3 in the fair value hierarchy due to unobservable inputs used in the valuation;
- the scientific results and progress of the trials since acquisition;
- the market capitalization of the Group on the ASX (ASX:MSB) on the impairment testing date of March 31, 2021; and
- the valuation of the Group's assets from an independent valuation as of March 31, 2020.

Costs of disposal were assumed to be immaterial as at March 31, 2021.

Discounted cash-flows used a real post-tax discount rate range of 13.8% to 15.5%, and include estimated real cash inflows and outflows for each program through to expected patent expiry which ranges from 12 to 24 years.

In relation to cash outflows consideration has been given to cost of goods sold, selling costs and clinical trial schedules including estimates of numbers of patients and per patient costs. Associated expenses such as regulatory fees and patent maintenance have been included as well as any further preclinical development if applicable.

In relation to cash inflows consideration has been given to product pricing, market population and penetration, sales rebates and discounts, launch timings and probability of success in the relevant applicable markets.

The assessment of goodwill showed the recoverable amount of the Group's operating segment, including goodwill and remaining in-process research and development, exceeds the carrying amounts, and therefore there is no impairment. Additionally, the recoverable amount of remaining in-process research and development also exceeds the carrying amounts, and therefore there is no impairment.

There are no standard growth rates applied, other than our estimates of market penetration which increase initially, plateau and then decline.

The assessment of the recoverable amount of each product has been made in accordance with the discounted cash-flow assumptions outlined above. The assessment showed that the recoverable amount of each product exceeds the carrying amount and therefore there is no impairment.

(vi) Impact of possible changes in key assumptions

The Group has considered and assessed reasonably possible changes in the key assumptions and has not identified any instances that could cause the carrying amount of our intangible assets as at June 30, 2021 to exceed its recoverable amount.

Whilst there is no impairment, the key sensitivities in the valuation remain the continued successful development of our technology platform. If the Group is unable to successfully develop our technology platforms, an impairment of the carrying amount of our intangible assets may result.

d. Provisions

(in U.S. dollars, in thousands)	As of			As of		
	Current	June 30, 2021 Non-current	Total	Current	June 30, 2020 Non-current	Total
Contingent consideration	10,764	14,645	25,409	19,699	25,467	45,166
Employee benefits	4,195	47	4,242	5,748	83	5,831
Provision for license agreements	3,751	2,325	6,076	3,750	2,013	5,763
	18,710	17,017	35,727	29,197	27,563	56,760

(i) Information about individual provisions and significant estimates

Contingent consideration

The contingent consideration provision relates to the Group's liability for certain milestones and royalty achievements pertaining to the acquired MSC assets from Osiris. Further disclosures can be found in Note 5(g)(iii).

Employee benefits

The provision for employee benefits relates to the Group's liability for annual leave, short term incentives and long service leave.

Employee benefits include accrued annual leave. As of June 30, 2021 and 2020, the entire amount of the accrual was \$1.0 million and \$0.8 million respectively, and is presented as current, since the Group does not have an unconditional right to defer settlement for any of these obligations.

(ii) Movements

The contingent consideration provision relates to the Group's liability for certain milestones and royalty achievements. Refer to Note 5(g)(iii) for movements in contingent consideration for the years ended June 30, 2021 and 2020.

e. **Deferred tax balances**

(i) *Deferred tax balances*

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Deferred tax assets		
The balance comprises temporary differences attributable to:		
Tax losses	71,916	72,899
Other temporary differences	8,248	6,196
Total deferred tax assets	80,164	79,095
Deferred tax liabilities		
The balance comprises temporary differences attributable to:		
Intangible assets	80,164	79,825
Total deferred tax liabilities	80,164	79,825
Net deferred tax liabilities	—	730

(ii) *Movements*

(in U.S. dollars, in thousands)	Tax losses ⁽¹⁾ (DTA)	Other temporary differences ⁽¹⁾ (DTA)	Intangible assets (DTL)	Total (DTL)
As of June 30, 2019	(61,742)	(3,687)	76,553	11,124
Charged/(credited) to:				
- profit or loss	(10,727)	(1,960)	3,272	(9,415)
- directly to equity	(430)	(549)	—	(979)
As of June 30, 2020	(72,899)	(6,196)	79,825	730
Charged/(credited) to:				
- profit or loss	1,449	(2,609)	339	(821)
- directly to equity	(466)	557	—	91
As of June 30, 2021	(71,916)	(8,248)	80,164	—

(1) Deferred tax assets are netted against deferred tax liabilities.

f. **Deferred consideration**

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Opening balance ⁽¹⁾⁽²⁾	2,500	10,000
Milestone consideration received during the period ⁽²⁾	—	2,500
Amount recognized as revenue during the period ⁽¹⁾	—	(10,000)
Balance as of the end of the period	2,500	2,500

(1) The \$10.0 million opening balance in deferred consideration represents the portion of the \$20.0 million upfront technology access fee received from Tasly that had not been recognized as revenue. In accordance with the Group's accounting policy, revenue related to the licensing of intellectual property is only recognized to the extent that control has been transferred to the customer. In the year ended June 30, 2020, the Group recognized the remaining \$10.0 million of the upfront technology access fee received in revenue as the control for this portion of revenue was transferred to Tasly based on our decision regarding the exercise of our rights in the terms and conditions of the agreement.

(2) The \$2.5 million milestone payment received in December 2019 from Grünenthal was considered constrained and resulted in deferred consideration as of June 30, 2021.

7. Equity

a. Contributed equity

(i) Share capital

	As of June 30,			As of June 30,		
	2021	2020	2019	2021	2020	2019
	Shares No.			(U.S. dollars, in thousands)		
Contributed equity						
(i) Share capital						
Ordinary shares	648,696,070	583,949,612	498,626,208	1,163,153	1,051,450	910,405
Less: Treasury Shares	(771,983)	(3,500,000)	(3,500,000)	—	—	—
Total Contributed Equity	647,924,087	580,449,612	495,126,208	1,163,153	1,051,450	910,405

(ii) Movements in ordinary share capital

	As of June 30,			As of June 30,		
	2021	2020	2019	2021	2020	2019
	Shares No.			(U.S. dollars, in thousands)		
Opening balance	583,949,612	498,626,208	482,639,654	1,051,450	910,405	889,481
Issues of ordinary shares during the period						
Exercise of share options ⁽¹⁾	—	4,223,404	313,108	9,223	4,364	258
Transfer to employee share trust ⁽¹⁾	3,450,000	—	—	—	—	—
Share based compensation for services rendered	1,187,168	600,000	1,209,187	1,867	864	1,170
Placement of shares under a share placement agreement ⁽²⁾⁽³⁾	60,109,290	80,500,000	14,464,259	97,031	139,483	20,000
Transaction costs arising on share issue	—	—	—	(1,312)	(6,871)	(817)
Total contributions of equity during the period	64,746,458	85,323,404	15,986,554	106,809	137,840	20,611
Share options reserve transferred to equity on exercise of options	—	—	—	4,894	3,205	313
Ending balance	648,696,070	583,949,612	498,626,208	1,163,153	1,051,450	910,405

- (1) Options are issued to employees, directors and consultants in accordance with the Mesoblast Employee Share Option Plan. From July 1, 2020, unpaid shares are issued to the share trust to enable future option exercises to be settled. On exercise of options, the proceeds of the exercise are recorded in ordinary share capital in Mesoblast Limited and the exercise is settled by transfer of the shares from the share trust to the employee. Prior to July 1, 2020, the shares issued and share capital received on the exercise of options were recorded in ordinary share capital.
- (2) In October 2019, the Group completed a A\$75.0 million (US\$50.7 million) capital raise through the placement of 37.5 million new fully-paid ordinary shares at a price of A\$2.00 per share to existing and new institutional investors, representing a 3.15% discount to the 10 day volume weighted average price calculated at the close of trading. In May 2020, the Group completed a A\$138.0 million (US\$88.8 million) capital raise through the placement of 43.0 million new fully-paid ordinary shares at a price of A\$3.20 per share to existing and new institutional investors, representing a 7% discount to the 5 day volume weighted average price calculated at the close of trading May 8, 2020. During the year ended June 30, 2019, a \$20.0 million equity purchase of Mesoblast Limited was completed at A\$1.86 per share, representing a 20% premium to a blended volume weighted average price calculated over three months, one month and one day.
- (3) In March 2021, 60,109,290 shares were issued in an equity purchase of Mesoblast Limited at A\$2.30 per share to existing and new institutional investors, representing a 6.50% discount to the price calculated at the close of trading February 25, 2021. The investors also received warrants to acquire a further 15 million shares at a price of A\$2.88 per share, a 25% premium to the placement price, which may raise up to a further A\$43.2 million, on or before March 15, 2028. These warrants have been classified within warrant reserves, refer to Note 7(c).

(iii) Movements of shares in share trust

	As of June 30		As of June 30	
	2021	2020	2021	2020
Opening balance(1)	3,500,000	3,500,000	—	—
Movement of shares in share trust				
Transfer to employee share trust(2)	3,450,000	—	—	—
Exercise of share options(2)	(6,178,017)	—	—	—
Ending balance	771,983	3,500,000	—	—

(1) In July 2020, the Group formed the Mesoblast Employee Share Trust, being a new trust formed to administer the Group's employee share scheme. Prior to forming the new trust, the Group had been using the Mesoblast Limited Employee Share Trust for administering some aspects of the Group's employee share scheme. In July 2020, 3,500,000 shares were transferred from Mesoblast Limited Employee Share Trust to the new Mesoblast Employee Share Trust. These trusts have been consolidated, as the substance of the relationship is that the trusts are controlled by the Group.

(2) Options are issued to employees, directors and consultants in accordance with the Mesoblast Employee Share Option Plan. From July 1, 2020, unpaid shares are issued to the share trust to enable future option exercises to be settled. On exercise of options, the proceeds of the exercise are recorded in ordinary share capital in Mesoblast Limited and the exercise is settled by transfer of the shares from the share trust to the employee. Prior to July 1, 2020, the shares issued and share capital received on the exercise of options were recorded in ordinary share capital.

(iv) Ordinary shares

Ordinary shares participate in dividends and the proceeds on winding up of the Group in equal proportion to the number of shares held. At shareholders meetings each ordinary share is entitled to one vote when a poll is called, otherwise each shareholder has one vote on a show of hands. Ordinary shares have no par value and the Company does not have a limited amount of authorized capital.

(v) Employee share options

Information relating to the Group's employee share option plan, including details of shares issued under the scheme, is set out in Note 17.

b. Reserves

(i) Reserves

(in U.S. dollars, in thousands)	As at June 30,	
	2021	2020
Share-based payments reserve	92,855	85,330
Investment revaluation reserve	(220)	(429)
Foreign currency translation reserve	(39,791)	(38,267)
Warrants reserve	12,969	—
	65,813	46,634

(ii) Reconciliation of reserves

(in U.S. dollars, in thousands)	As at June 30,	
	2021	2020
Share-based payments reserve		
Opening balance	85,330	80,034
Tax credited / (debited) to equity	(91)	979
Transfer to ordinary shares on exercise of options	(4,894)	(3,205)
Share-based payment expense for the year	12,510	7,522
Closing Balance	92,855	85,330
Investment revaluation reserve		
Opening balance	(429)	17
Changes in the fair value of financial assets through other comprehensive income	209	(446)
Closing Balance	(220)	(429)
Foreign currency translation reserve		
Opening balance	(38,267)	(39,413)
Currency gain/(loss) on translation of foreign operations net assets	(1,524)	1,146
Closing Balance	(39,791)	(38,267)
Warrant reserve		
Opening balance	—	—
Warrants fair value at issue date - March 18, 2021	12,969	—
Closing Balance	12,969	—

(iii) Nature and purpose of reserves

Share-based payment reserve

The share-based payments reserve is used to recognize:

- the fair value⁽¹⁾ of options issued but not exercised; and
- the fair value⁽¹⁾ of deferred shares granted but not yet vested.

(1) The fair value recognized is determined at the acceptance date, which is the date at which the entity and the employee agree to a share-based payment arrangement, being when the entity and the employee have a shared understanding of the terms and conditions of the arrangement.

Foreign currency translation reserve

Exchange differences arising on translation of a foreign controlled entity are recognized in other comprehensive income and accumulated in a separate reserve within equity. The cumulative amount is reclassified to profit or loss when the net investment is disposed of.

Warrants reserve

In March 2021, the Group completed a A\$138.0 million (US\$110.0 million) private placement of 60,109,290 new fully-paid ordinary shares at a price of A\$2.30. As part of this placement, the Group also issued one warrant for every four ordinary shares issued in the placement, which resulted in a further 15,027,327 warrants issued. Each warrant has an exercise price of A\$2.88 per share and a 7 year term. The Group has a right to compel exercise of the warrants at any time, subject to the price of the Group's ordinary shares trading at least A\$4.32 for 45 consecutive days on the ASX. The warrants do not confer any rights to dividends or a right to participate in a new issue without exercising the warrant.

The terms of the warrants include certain anti-dilution clauses, which adjust the exercise price or conversion ratio in the event of a rights issue or bonus issue. Management analyzed these clauses and determined the fixed-for-fixed requirement was still satisfied because the relative rights of shareholders and warrant holders were maintained. Therefore the warrants were classified as equity. The

warrants were initially measured in equity at fair value, which was determined using a Monte Carlo simulation (refer to Note 7(b)(iv)), with the residual consideration being attributed to the ordinary shares issued in the same transaction. The warrants are not remeasured for subsequent changes in fair value.

(iv) Fair value of warrants

The warrants granted are not traded in an active market and therefore the fair value has been estimated by using the Monte Carlo pricing model based on the following assumptions. Key terms of the warrants are included above. The following assumptions were based on observable market conditions that existed at the issue date.

Assumption	At Issue date - March 18, 2021	Rationale
Share Price	A\$2.41	Closing share price on valuation date from external market source
Exercise Price	A\$2.88	As per subscription agreement
Expected Term	7 years	As per subscription agreement
Dividend Yield	0%	Based on Company's nil dividend history
Expected Volatility	66.88%	Based on historical volatility data for the Company
AS-US\$ FX Spot Rate	0.7827	Closing FX rate on valuation date from the Reserve Bank of Australia historical foreign exchange rate tables
Risk Free Interest Rate	1.24%	Based on the mid-point of the Australian Government issued 5 year and 10 year bonds
Fair value per warrant	A\$1.103 US\$0.863	Determined using Monte Carlo pricing models with the inputs above
Fair value	\$ 12,968,583	Fair value of 15,027,327 warrants as at issue date

8. Cash flow information

(in U.S. dollars, in thousands)	As of June 30,		
(a) Reconciliation of cash and cash equivalents	2021	2020	2019
Cash at bank	136,430	128,916	50,005
Deposits at call	451	412	421
	136,881	129,328	50,426
(in U.S. dollars, in thousands)	Year Ended June 30,		
(b) Reconciliation of net cash flows used in operations with loss after income tax	2021	2020	2019
Loss for the period	(98,811)	(77,940)	(89,799)
Add/(deduct) net loss for non-cash items as follows:			
Depreciation and amortization	4,264	3,667	2,139
Foreign exchange (gains)/losses	(1,499)	(302)	(154)
Finance costs	10,004	8,800	6,914
Remeasurement of borrowing arrangements	(5,225)	(607)	376
Remeasurement of contingent consideration	(18,687)	(1,380)	6,264
Payment for services rendered in shares	—	—	620
Equity settled share-based payment	12,510	7,522	4,368
Deferred tax benefit	(819)	(9,415)	(8,955)
Change in operating assets and liabilities:			
Decrease/(increase) in trade and other receivables	(1,739)	890	4,974
Decrease/(increase) in prepayments	(213)	2,292	5,237
Decrease/(increase) in tax assets	—	1,499	1,729
Increase/(decrease) in trade creditors and accruals	(5,061)	12,508	(3,972)
Increase/(decrease) in provisions	(1,405)	3,601	2,469
Increase/(decrease) in deferred consideration	—	(7,500)	10,000
Net cash outflows used in operations	(106,681)	(56,365)	(57,790)

9. Significant estimates, judgments and errors

The preparation of financial statements requires the use of accounting estimates which, by definition, will seldom equal the actual results. Management also needs to exercise judgment in applying the Group's accounting policies.

This note provides an overview of the areas that involved a higher degree of judgment or complexity, and of items which are more likely to be materially adjusted due to estimates and assumptions turning out to be wrong. Detailed information about each of these estimates and judgments is included in Notes 1 to 8 together with information about the basis of calculation for each affected line item in the financial statements. In addition, this note also explains where there have been actual adjustments this year as a result of an error and of changes to previous estimates.

Significant estimates and judgments

The areas involving significant estimates or judgments are:

- recognition of revenue (Note 3 and Note 23(e));
- fair value of contingent liabilities and contingent purchase consideration in a business combination (Note 5(g) and 13);
- recoverable amount of goodwill and other intangible assets including in-process research and development (Note 6(c));
- useful life of intangible assets (Note 6(c));
- recognition of deferred tax assets and deferred tax liabilities (Note 4);
- accrued research and development and manufacturing commercialization expenses (Note 5(e));
- fair value of share-based payments (Note 17);
- fair value of borrowings (Note 5(f)); and
- recognition of pre-launch inventory costs (Note 23(f)).

The preparation of these consolidated financial statements requires the Group to make estimates and judgments that affect the reported amounts of assets, liabilities, income and expenses and related disclosures. On an ongoing basis, the Group evaluates its significant accounting policies and estimates. Estimates are based on historical experience and on various market-specific and other relevant assumptions that the Group believes to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities.

10. Financial risk management

This note explains the Group's exposure to financial risks and how these risks could affect the Group's future financial performance. Current year profit and loss information has been included where relevant to add further context.

Risk	Exposure arising from	Measurement	Management
Market risk – currency risk	Future commercial transactions Recognized financial assets and liabilities not denominated in the functional currency of each entity within the Group	Cash flow forecasting Sensitivity analysis	The future cash flows of each currency are forecast and the quantum of cash reserves held for each currency are managed in line with future forecasted requirements. Cross currency swaps are undertaken as required.
Market risk – interest rate risk	Long-term borrowings at floating rates Term deposits at fixed rates	Sensitivity analysis Sensitivity analysis	The facility can be refinanced and/or repaid. Interest rate swaps can be entered into to convert the floating interest rate to a fixed interest rate as required. Vary length of term deposits, utilize interest bearing accounts and periodically review interest rates available to ensure we earn interest at market rates.

Market risk – price risk	Long-term borrowings	Sensitivity analysis	Forecasts of net sales of the product underlying the NovaQuest borrowing arrangement are updated on a quarterly basis to evaluate the impact on the carrying amount of the financial liability.
Credit risk	Cash and cash equivalents, and trade and other receivables	Aging analysis Credit ratings	Only transact with the best risk rated banks available in each region giving consideration to the products required.
Liquidity risk	Cash and cash equivalents Borrowings	Rolling cash flow forecasts	Future cash flows requirements are forecasted and capital raising strategies are planned to ensure sufficient cash balances are maintained to meet the Group's future commitments.

a. Market risk

(i) Currency risk

The Group has foreign currency amounts owing relating to clinical, regulatory and overhead activities and foreign currency deposits held primarily in the Group's Australian based entity, whose functional currency is the A\$. The Group also has foreign currency amounts owing in the Group's Swiss and Singapore based entities, whose functional currencies are the US\$. The Group also has foreign currency amounts owing in various other non-US\$ currencies in AS and US\$ functional currency entities in the Group relating to clinical, regulatory and overhead activities. These foreign currency balances give rise to a currency risk, which is the risk of the exchange rate moving, in either direction, and the impact it may have on the Group's financial performance.

Currency risk is minimized by ensuring the proportion of cash reserves held in each currency matches the expected rate of spend of each currency.

As of June 30, 2021, the Group held 89% of its cash in USD, and 11% in AUD. As of June 30, 2020 the Group held 86% of its cash in USD, and 14% in AUD.

The balances held at the end of the year that give rise to currency risk exposure are presented in USD in the following table, together with a sensitivity analysis which assesses the impact that a change of +/-20% in the exchange rate as of June 30, 2021 and June 30, 2020 would have had on the Group's reported net profits/(losses) and/or equity balance.

(in U.S. dollars, in thousands) As of June 30, 2021	Foreign currency balance held	+20%		-20%	
			Profit/(Loss) USD		Profit/(Loss) USD
Bank accounts - USD	USD 2	\$	0	\$	(0)
Bank accounts - CHF	CHF 68	\$	15	\$	(15)
Bank accounts - SGD	SGD 33	\$	5	\$	(5)
Bank accounts - EUR	EUR 147	\$	35	\$	(35)
Trade and other receivables - SGD	SGD 369	\$	55	\$	(55)
Trade and other receivables - CHF	CHF 5	\$	1	\$	(1)
Trade and other receivables - EUR	EUR 136	\$	32	\$	(32)
Trade payables and accruals - USD	(USD 1,792)	\$	(358)	\$	358
Trade payables and accruals - AUD	(AUD 392)	\$	(59)	\$	59
Trade payables and accruals - SGD	(SGD 356)	\$	(53)	\$	53
Trade payables and accruals - GBP	(GBP 47)	\$	(13)	\$	13
Trade payables and accruals - EUR	EUR (53)	\$	(13)	\$	13
Trade payables and accruals - CHF	(CHF 53)	\$	(12)	\$	12
Provisions - USD	(USD 1,750)	\$	(350)	\$	350
Provisions - SGD	(SGD 94)	\$	(14)	\$	14
		\$	(729)	\$	729

(in U.S. dollars, in thousands) As of June 30, 2020	Foreign currency balance held	+20%		-20%	
			Profit/(Loss) USD		Profit/(Loss) USD
Bank accounts - USD	USD 402	\$	80	\$	(80)
Bank accounts - CHF	CHF 87	\$	18	\$	(18)
Bank accounts - SGD	SGD 112	\$	16	\$	(16)
Bank accounts - EUR	EUR 46	\$	10	\$	(10)
Trade and other receivables - SGD	SGD 141	\$	20	\$	(20)
Trade and other receivables - CHF	CHF 2	\$	0	\$	(0)
Trade and other receivables - EUR	EUR 43	\$	10	\$	(10)
Trade payables and accruals - USD	(USD 4,872)	\$	(974)	\$	974
Trade payables and accruals - AUD	(AUD 731)	\$	(100)	\$	100
Trade payables and accruals - SGD	(SGD 124)	\$	(18)	\$	18
Trade payables and accruals - GBP	(GBP 60)	\$	(15)	\$	15
Trade payables and accruals - EUR	(EUR 124)	\$	(28)	\$	28
Trade payables and accruals - CHF	(CHF 37)	\$	(8)	\$	8
Provisions - USD	(USD 0)	\$	(350)	\$	350
Provisions - SGD	(SGD 98)	\$	(14)	\$	14
		\$	(1,353)	\$	1,353

(ii) Cash flow and fair value interest rate risk

The Group's main interest rate risk arises from long-term borrowings with a floating interest rate, which exposes the Group to cash flow interest rate risk. As interest rates fluctuate, the amount of interest payable on financing where the interest rate is not fixed will also fluctuate. This interest rate risk can be managed by interest rate swaps which can be entered into to convert the floating interest rate to a fixed interest rate as required. Additionally, the Group can repay its loan facility at its discretion and can also refinance if the terms are suitable in the marketplace or from the existing lender.

The Group did not enter into any interest rate swaps during the year ended June 30, 2021.

The exposure of the Group's borrowing to interest rate changes are as follows:

(in U.S. dollars, in thousands, except percent data)	As of June 30, 2021		As of June 30, 2020	
	Total	% of total loans	Total	% of total loans
Financial liabilities				
Current borrowings				
Variable rate borrowings - Hercules	52,864	55%	27,949	31%
Non-current borrowings				
Variable rate borrowings - Hercules	—	0%	21,951	25%
	<u>52,864</u>	<u>55%</u>	<u>49,900</u>	<u>56%</u>

An analysis by maturities is provided in Note 10(c) below. The percentage of total loans shows the proportion of loans that are currently at variable rates in relation to the total amount of borrowings.

The borrowings which expose the Group to interest rate risk are described in the table below, together with the maximum and minimum interest rates being earned as of June 30, 2021 and June 30, 2020. The effect on profit is shown if interest rates change by 5%, in either direction, is as follows:

(in U.S. dollars, in thousands, except percent data)	As of June 30, 2021			As of June 30, 2020		
	Low	High	USD	Low	High	USD
Borrowings - USD	9.70%	9.70%	52,864(1)	9.70%	9.70%	49,900(1)
Rate increase by 5%	10.19%	10.19%	243	10.19%	10.19%	243
Rate decrease by 5%	9.22%	9.22%	(243)	9.22%	9.22%	(243)

(1) Effect on profit/loss of interest rate changes is based on the loan principal amount of \$50.0 million as of June 30, 2021 and June 30, 2020.

The Group is also exposed to interest rate movements which impacts interest income earned on its deposits and at call accounts. The interest income derived from these balances can fluctuate due to interest rate changes. This interest rate risk is managed by periodically reviewing interest rates available for suitable interest bearing accounts to ensure we earn interest at market rates. The Group ensures that sufficient funds are available, in at call accounts, to meet the working capital requirements of the Group.

The deposits held which derive interest revenue are described in the table below, together with the maximum and minimum interest rates being earned as of June 30, 2021 and June 30, 2020. The effect on profit is shown if interest rates change by 10%, in either direction, is as follows:

(in U.S. dollars, in thousands, except percent data)	As of June 30, 2021			As of June 30, 2020		
	Low	High	USD	Low	High	USD
Funds invested - USD	0.00%(1)	0.00%(1)	107,564	0.03%	0.03%	102,925
Rate increase by 10%	0.03%(1)	0.03%(1)	32	0.03%	0.03%	3
Rate decrease by 10%	0.03%(1)	0.03%(1)	(32)	0.03%	0.03%	(3)
AUD	Low	High	AUD	Low	High	AUD
Funds invested - AUD	0.24%	0.24%	600	0.86%	0.86%	600
Rate increase by 10%	0.26%	0.26%	0	0.95%	0.95%	1
Rate decrease by 10%	0.22%	0.22%	(0)	0.77%	0.77%	(1)

(1) The interest rate reduced to 0% for the year ended June 30, 2021. The sensitivity assumes the interest rate to increase or decrease by 0.03%, which is the opening rate on July 1, 2020.

(iii) Price risk

Price risk is the risk that future cash flows derived from financial instruments will be altered as a result of a market price movement, which is defined as movements other than foreign currency rates and interest rates. The Group is exposed to price risk

which arises from long-term borrowings under its facility with NovaQuest, where the timing and amounts of principal and interest payments is dependent on net sales of remestemcel-L for the treatment of SR-aGVHD in pediatric patients in the United States and other territories excluding Asia. As net sales of remestemcel-L for the treatment of SR-aGVHD in pediatric patients in these territories increase/decrease, the timing and amount of principal and interest payments relating to the financing arrangement will also fluctuate, resulting in an adjustment to the carrying amount of financial liability. The adjustment is recognized in the Income Statement as remeasurement of borrowing arrangements within finance costs in the period the revision is made.

The exposure of the Group's borrowing to price rate changes are as follows:

(in U.S. dollars, in thousands, except percent data)	As of June 30, 2021		As of June 30, 2020	
	Total	% of total loans	Total	% of total loans
Financial liabilities				
Current borrowings				
Borrowings - NovaQuest	336	0%	4,506	5%
Non-current borrowings				
Borrowings - NovaQuest	41,045	45%	35,072	39%
	41,381	45%	39,578	44%

As at June 30, 2021, all other factors held constant, a 20% increase in the forecast net sales of remestemcel-L for the treatment of SR-aGVHD in pediatric patients in the United States and other territories excluding Asia would increase non-current borrowing and decrease profit by \$0.2 million, whereas a 20% decrease in the net sales of remestemcel-L for the treatment of SR-aGVHD in pediatric patients in the United States and other territories excluding Asia would decrease non-current borrowings and increase profit by \$0.3 million.

The Group is also exposed to price risk on contingent consideration provision balances, as expected unit revenues are a significant unobservable input used in the level 3 fair value measurements. As at June 30, 2021, all other factors held constant, the increase/decrease in price assumptions adopted in the fair value measurements of the contingent consideration provision are discussed in Note 5(g)(iv).

The Group does not consider it has any exposure to price risk other than those already described above.

b. Credit risk

Credit risk is the risk that one party to a financial instrument will fail to discharge its obligation and cause financial loss to the other party. The Group does not generally have trade receivables. The Group's receivables are tabled below.

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Cash and cash equivalents		
Deposits at call (Note 5(a)) - minimum A rated	451	412
Cash at bank (Note 5(a)) - minimum A rated	136,430	128,916
Trade and other receivables		
Receivable from other parties (non-rated)	2,122	801
Receivable from the Australian Government (Income Tax)	—	—
Receivable from the Australian Government (Foreign Withholding Tax)	400	400
Receivable from minimum A rated bank deposits (interest)	257	250
Receivable from the Australian Government (Goods and Services Tax)	388	171
Receivable from the United States Government (Income Tax)	3	—
Receivable from the Swiss Government (Value-Added Tax)	—	2
Receivable from the United States Government (U.S. tax credits)	1,473	—
Other non-current assets		
Receivable from the United States Government (U.S. tax credits)	—	1,473

c. **Liquidity risk**

Liquidity risk is the risk that the Group will not be able to pay its debts as and when they fall due. Liquidity risk has been assessed in Note 1(f).

All financial liabilities, excluding contingent consideration, borrowings and lease liabilities held by the Group as of June 30, 2021 and June 30, 2020 are non-interest bearing and mature within 6 months. The total contractual cash flows associated with these liabilities equate to the carrying amount disclosed within the financial statements.

As of June 30, 2021, the maturity profile of the anticipated future contractual cash flows, on an undiscounted basis and which, therefore differs from the carrying value, is as follows:

(in U.S. dollars, in thousands)	Within 1 year	Between 1-2 years	Between 2-5 years	Over 5 years	Total contractual cash flows	Carrying amount
Borrowings(1)(2)	(57,378)	(5,558)	(79,150)	—	(142,086)	(94,245)
Trade payables	(19,598)	—	—	—	(19,598)	(19,598)
Lease liabilities	(3,373)	(3,400)	(5,894)	—	(12,667)	(11,250)
Contingent consideration(3)	(1,019)	(1,824)	(13,046)	—	(15,889)	(7,081)
	<u>(81,368)</u>	<u>(10,782)</u>	<u>(98,090)</u>	<u>—</u>	<u>(190,240)</u>	<u>(132,174)</u>

- (1) Contractual cash flows include payments of principal, interest and other charges. Interest is calculated based on debt held at June 30, 2021 without taking into account drawdowns of further tranches.
- (2) In relation to the contractual maturities of the NovaQuest borrowings, there is variability in the maturity profile of the anticipated future contractual cash flows given the timing and amount of payments are calculated based on our estimated net sales of remestemcel-L for the treatment of pediatric SR-aGVHD.
- (3) In relation to the contractual maturities of the royalty payments related to contingent consideration, there is variability in the maturity profile of the anticipated future contractual cash flows given the timing and amount of payments are calculated based on our estimated net sales of remestemcel-L for the treatment of children and adults with aGVHD. The carrying amount reflects the discounted and probability adjusted contractual balance. Product royalties will be payable in cash which will be funded from royalties received from net sales. With respect to future milestone payments, contingent consideration will be payable in cash or shares at our discretion. The carrying amount reflects the discounted and probability adjusted contractual balance related to royalty payments.

11. Capital management

The Group's objective when managing capital is to safeguard its ability to continue as a going concern, so that it can provide returns for shareholders and benefits for other stakeholders. See Note 5(a) for the cash reserves of the Group as at the end of the financial reporting period.

12. Interests in other entities

The Group's subsidiaries as of June 30, 2021 and 2020 are set out below. Unless otherwise stated, they have share capital consisting solely of ordinary shares that are held directly by the Group, and the proportion of ownership interests held equals the voting rights held by the Group. The country of incorporation or registration is also their principal place of business, aside from BeiCell Ltd, which was incorporated on November 15, 2018 in the Cayman Islands however operates in Hong Kong.

	Country of incorporation	Class of shares	Equity holding	
			2021 %	2020 %
Mesoblast, Inc.	USA	Ordinary	100	100
Mesoblast International Sàrl (includes Mesoblast International Sàrl Singapore Branch)	Switzerland	Ordinary	100	100
Mesoblast Australia Pty Ltd	Australia	Ordinary	100	100
Mesoblast UK Ltd	United Kingdom	Ordinary	100	100
Mesoblast International (UK) Ltd	United Kingdom	Ordinary	100	100
BeiCell Ltd	Cayman Islands	Ordinary	100	100

13. Contingent assets and liabilities

a. Contingent assets

The Group did not have any contingent assets outstanding as of June 30, 2021 and June 30, 2020.

b. Contingent liabilities

(i) Central Adelaide Local Health Network Incorporated ("CALHNI") (formerly Medvet)

The Group acquired certain intellectual property relating to our MPCs, or Medvet IP, pursuant to an Intellectual Property Assignment Deed, or IP Deed, with Medvet Science Pty Ltd, or Medvet. Medvet's rights under the IP Deed were transferred to Central Adelaide Local Health Network Incorporated, or CALHNI, in November 2011. In connection with its use of the Medvet IP, on completion of certain milestones the Group will be obligated to pay CALHNI, as successor in interest to Medvet, (i) certain aggregated milestone payments of up to \$2.2 million and single-digit royalties on net sales of products covered by the Medvet IP, for cardiac muscle and blood vessel applications and bone and cartilage regeneration and repair applications, subject to minimum annual royalties beginning in the first year of commercial sale of those products and (ii) single-digit royalties on net sales of the specified products for applications outside the specified fields.

(ii) Other contingent liabilities

The Group has entered into a number of other agreements with other third parties pertaining to intellectual property. Contingent liabilities may arise in the future if certain events or developments occur in relation to these agreements. As of June 30, 2021, the Group has assessed these contingent liabilities to be remote and specific disclosure is not required.

14. Commitments

a. Capital commitments

The Group did not have any commitments for future capital expenditure outstanding as of June 30, 2021 and June 30, 2020.

b. Purchase commitments

In December 2019, the Group commenced production under its manufacturing service agreement with Lonza for the supply of commercial product for the potential approval and launch of remestemcel-L for the treatment of pediatric SR-aGVHD in the US market. As a result of receiving the Complete Response Letter from the FDA on the BLA for remestemcel-L on September 30, 2020, in March 2021 the Group entered an agreement to reduce the remaining minimum financial commitment of its manufacturing service with Lonza through to November 2021, with an option to extend the non-cancellable term to June 2024 at the Group's discretion. In June 2021, the Group exercised the option to extend the non-cancellable term of this agreement to June 2024.

This agreement contains lease and non-lease components. As of June 30, 2021, the agreement contains a minimum remaining financial commitment of the non-lease component of \$24.0 million, payable until June 2024. The Group has accounted for the lease component within the agreement as a lease liability separately from the non-lease components. As of June 30, 2021, the lease component is \$5.0 million on an undiscounted basis, as disclosed within the total contractual cash flows as lease liabilities in Note 10(c).

The group have agreements with third parties related to contract manufacturing and other goods and services. As of June 30, 2021, the Group had \$9.6 million of non-cancellable purchase commitments related to raw materials, manufacturing agreements and other goods and services, which are expected to be paid through 2022. This amount represents our minimum contractual obligations, including termination fees. Certain agreements provide for termination rights subject to termination fees. Under such agreement, the Group are contractually obligated to make certain payments, mainly, to reimburse them for their unrecoverable outlays incurred prior to cancellation.

The Group did not have any other purchase commitments as of June 30, 2021.

15. Events occurring after the reporting period

In August 2021, the Group and Hercules amended the terms of the loan and security agreement to extend the interest-only period to January 1, 2022. Presentation at June 30, 2021 has not been changed as a result of this amendment.

There were no other events that have occurred after June 30, 2021 and prior to the signing of this financial report that would likely have a material impact on the financial results presented.

16. Related party transactions

a. Parent entity

The parent entity within the Group is Mesoblast Limited.

b. Subsidiaries

Details of interests in subsidiaries are disclosed in Note 12 to the financial statements.

c. Key management personnel compensation

The aggregate compensation made to Directors and other members of key management personnel of the Group is set out below

(in U.S. dollars)	Year Ended June 30,	
	2021	2020
Short-term employee benefits	2,401,749	2,483,862
Long-term employee benefits	12,646	11,366
Post-employment benefits	36,444	34,294
Share based payments	1,469,698	1,146,965
	3,920,537	3,676,487

d. Transactions with other related parties

Accounts receivable from revenues, accounts payable to expenses and loans from subsidiaries as at the end of the fiscal year have been eliminated on consolidation of the Group.

e. Terms and conditions

All other transactions were made on normal commercial terms and conditions and at market rates, except that there are no fixed terms for the repayment of loans between the parties.

Outstanding balances are unsecured and are repayable in cash.

17. Share-based payments

The Company has adopted an Employee Share Option Plan ("ESOP") and a Loan Funded Share Plan ("LFSP") (together, "the Plans") to foster an ownership culture within the Company and to motivate senior management and consultants to achieve performance targets. Selected directors, employees and consultants may be eligible to participate in the Plans at the absolute discretion of the board of directors, and in the case of directors, upon approval by shareholders. The Company has not issued new securities under the LFSP since July 1, 2015, as of December 16, 2019 all LFSP grants had reach their expiry date.

Grant policy

In accordance with the Company's policy, options and loan funded shares are typically issued in three equal tranches. For issues granted prior to July 1, 2015 the length of time from grant date to expiry date was typically 5 years. Grants since July 1, 2015, are issued with a seven year term.

Options issued to employees generally vest based on performance or time conditions, or both. In the year ended June 30, 2021, senior executives were issued options that vest based on performance and time conditions. These options are required to satisfy certain pre-specified performance conditions and time-based vesting conditions prior to vesting. Time-based conditions restrict vesting to a maximum of one third at 12 months, two thirds at 24 months and full grant at 36 months, but only if the pre-specified performance conditions have been met. For time-based vesting options, the first tranche typically vests 12 months after grant date, the second tranche 24 months after grant date, and the third tranche 36 months after grant date.

The exercise price is determined by reference to the Company policy. Generally the exercise price is the higher of the volume weighted average share price of the five ASX trading days up to Board approval of the grant, and the last closing price of an ordinary share on the ASX at Board approval. In the case of options that have time-based vesting conditions only, the board of directors adds a 10% premium to the market price. Options with performance based vesting conditions are issued with no premium. The board of directors' policy is not to issue options at a discount to the market price.

The aggregate number of options which may be issued pursuant to the ESOP must not exceed 10,000,000 with respect to US incentive stock options, and with respect to Australian residents, the limit imposed under the Australian Securities and Investments Commission Class Order 14/1000.

In addition, the LFSP which has not been issued since July 1, 2015 and as of December 16, 2019 all LFSP grants had reach their expiry date, has the following characteristics:

On grant date, the Company issues new equity (rather than purchasing shares on market), and the loan funded shares are placed in a trust which holds the shares on behalf of the employee. The trustee issues a limited recourse, interest free, loan to the employee which is equal to the number of shares multiplied by the price. A limited-recourse loan means that the repayment amount will be the lesser of the outstanding loan value (the loan value less any amounts that may have already been repaid) and the market value of the shares that are subject to the loan. The price is the amount the employee must pay for each loan funded share if exercised.

The trustee continues to hold the shares on behalf of the employee until the employee chooses to settle the loan pertaining to the shares and all vesting conditions have been satisfied, at which point ownership of the shares is fully transferred to the employee.

Any dividends paid by the Company, while the shares are held by the trustee, are applied as a repayment of the loan at the after-tax value of the dividend.

a. Reconciliation of outstanding share based payments

Series	Grant Date(1)	Expiry Date	Exercise Price	Opening Balance	Granted No. (during the year)	Exercised No. (during the year)	Lapsed/Forfeited* No. (during the year)	Closing Balance	Vested and exercisable No (end of year)
32	10-Jul-15	30-Jun-22	AUD 4.20	2,268,334	—	(515,000)	—	1,753,334	1,753,334
33	26-Aug-15	16-Aug-22	AUD 4.05	75,000	—	—	—	75,000	75,000
34	27-Apr-16	06-Mar-23	AUD 2.80	2,638,334	—	(769,355)	(10,000)	1,858,979	1,858,979
34a	27-Apr-16	17-Apr-23	AUD 2.74	200,000	—	(116,666)	(83,334)	—	—
34b	31-Oct-16	06-Mar-23	AUD 2.80	200,000	—	—	—	200,000	200,000
35	30-Jun-16	30-Jun-22(2)	AUD 2.20	900,000	—	(900,000)	—	—	—
35a	18-Jul-20	30-Jun-22	AUD 2.86	—	1,500,000	—	—	1,500,000	1,500,000
36	06-Dec-16	05-Dec-23	AUD 1.31	923,000	—	(300,000)	—	623,000	623,000
36a	06-Dec-16	05-Dec-23	AUD 1.19	2,519,064	—	(426,668)	(141,666) *	1,950,730	1,809,064
36b	13-Jan-17	12-Jan-24	AUD 1.65	300,000	—	(300,000)	—	—	—
37	28-Jun-17	27-Jun-24	AUD 2.23	150,000	—	(150,000)	—	—	—
38	16-Sep-17	15-Sep-24	AUD 1.54	66,666	—	(16,666)	—	50,000	50,000
38a	16-Sep-17	15-Sep-24	AUD 1.40	150,000	—	—	—	150,000	150,000
39	13-Oct-17	12-Oct-24	AUD 1.94	1,655,000	—	(565,000)	—	1,090,000	1,090,000
39a	13-Oct-17	12-Oct-24	AUD 1.76	1,302,425	—	(400,000)	—	902,425	902,425
40	24-Nov-17	23-Nov-24	AUD 1.41	750,000	—	—	—	750,000	750,000
40a	24-Nov-17	23-Nov-24	AUD 1.28	750,000	—	—	—	750,000	—
41	18-Jun-18	17-Jun-25	AUD 1.52	200,000	—	—	—	200,000	200,000
42	11-Jul-18	10-Jul-25	AUD 1.56	200,000	—	—	—	200,000	133,334
43	18-Jul-18	17-Jul-25	AUD 1.87	5,398,334	—	(944,998)	(251,670) *	4,201,666	2,526,653
43b	18-Jul-18	17-Jul-25	AUD 1.87	350,000	—	—	—	350,000	233,334
44	15-Jul-18	14-Jul-25	AUD 1.72	300,000	—	(150,000)	—	150,000	50,000
45	30-Nov-18	29-Nov-25	AUD 1.33	590,000	—	—	—	590,000	393,332
46	19-Jan-19	18-Jan-26	AUD 1.45	5,000	—	(1,667)	—	3,333	1,667
47	19-Jan-19	18-Jan-26	AUD 1.45	150,000	—	—	—	150,000	150,000
48	04-Apr-19	03-Apr-26	AUD 1.48	300,000	—	—	—	300,000	200,000
49	20-Jul-19	19-Jul-26	AUD 1.62	4,690,000	—	(523,661)	(6,666)	3,638,671	1,030,310
49	20-Jul-19	19-Jul-26	AUD 1.62	—	—	—	(521,002) *	—	—
49a	20-Jul-19	19-Jul-26	AUD 1.47	5,500,000	—	(800,002)	(700,000) *	3,999,998	400,001
49b	20-Jul-19	19-Jul-26	AUD 1.47	1,346,667	—	—	—	1,346,667	448,889
49c	20-Jul-19	19-Jul-26	AUD 1.47	538,667	—	—	—	538,667	179,556
50	20-Jul-19	19-Jul-26	AUD 1.47	700,000	—	—	—	700,000	—
50a	20-Jul-19	19-Jul-26	AUD 1.47	400,000	—	—	—	400,000	—
51	29-Aug-19	28-Aug-26	AUD 1.47	150,000	—	—	—	150,000	—
52	29-Aug-19	28-Aug-26	AUD 1.62	400,000	—	—	—	400,000	133,333
53	29-Aug-19	28-Aug-26	AUD 1.47	800,000	—	—	—	800,000	266,667
54	25-Nov-19	24-Nov-26	AUD 1.98	845,000	—	(98,334)	(11,667)	295,000	98,334
54	25-Nov-19	24-Nov-26	AUD 1.98	—	—	—	(439,999) *	—	—
55	29-May-19	28-May-26	AUD 1.48	450,000	—	(100,000)	—	350,000	300,000
56	18-Nov-19	17-Nov-26	AUD 1.83	200,000	—	—	—	200,000	66,666
57	25-Nov-19	24-Nov-26	AUD 1.80	100,000	—	—	—	100,000	100,000
58	25-Nov-19	24-Nov-26	AUD 1.98	450,000	—	—	—	450,000	150,000
59	24-Jan-20	23-Jan-27	AUD 3.38	—	65,000	—	(55,000) *	10,000	3,333
60	17-Apr-20	16-Apr-27	AUD 2.51	—	57,660	—	(57,660) *	—	—
61	17-Apr-20	16-Apr-27	AUD 2.51	—	250,000	—	(200,000) *	50,000	16,666
63	18-May-20	17-May-27	AUD 4.02	—	1,200,000	—	—	1,200,000	400,000
63a	18-May-20	17-May-27	AUD 3.65	—	2,400,000	—	—	2,400,000	—
64	16-Jul-20	15-Jul-27	AUD 3.75	—	5,970,000	—	(1,690,000) *	4,280,000	—
64a	16-Jul-20	15-Jul-27	AUD 3.41	—	3,400,000	—	(350,000) *	3,050,000	—
64b	16-Jul-20	15-Jul-27	AUD 3.41	—	325,000	—	—	325,000	—
64c	16-Jul-20	15-Jul-27	AUD 3.41	—	350,000	—	—	350,000	—

64d	16-Jul-20	15-Jul-27	AUD 3.41	—	300,000	—	—	300,000	—	
64e	16-Jul-20	15-Jul-27	AUD 3.41	—	1,200,000	—	—	1,200,000	—	
65	26-Aug-20	25-Aug-27	AUD 5.76	—	140,000	—	(135,000) *	5,000	—	
66	11-Sep-20	10-Sep-27	AUD 4.78	—	200,000	—	—	200,000	—	
67	08-Oct-20	07-Oct-27	AUD 3.84	—	240,000	—	(40,000) *	200,000	—	
68	20-Nov-20	19-Nov-27	AUD 3.60	—	200,000	—	—	200,000	—	
69	20-Nov-20	19-Nov-27	AUD 3.60	—	100,000	—	—	100,000	100,000	
71	17-Feb-21	16-Feb-28	AUD 2.67	—	250,000	—	—	250,000	—	
73	30-Jun-21	30-Aug-21	AUD 0.00	—	45,746	—	—	45,746	45,746	
June 30, 2021					38,911,491	18,193,406	(7,078,017)	(4,693,664)	45,333,216	18,389,623
Weighted average share purchase price					AUD 1.86	AUD 3.56	AUD 2.06	AUD 2.76	AUD 2.42	AUD 2.15

- (1) The dates presented in the grant date column represent the date on which board approval was obtained. For valuation dates per IFRS 2, refer to Note 17(c).
- (2) Based on the amended terms, the incentive rights granted pursuant to the Equity Facility Agreement with Kentgrove Capital, dated June 30, 2016, will expire thirty six months after the effective date, July 1, 2019.

Series	Grant Date(1)	Expiry Date	Exercise Price	Opening Balance	Granted No. (during the year)	Exercised No. (during the year)	Lapsed /Forfeited* No. (during the year)	Closing Balance	Vested and exercisable No (end of year)
INC	07-Dec-10	26-Oct-19	USD 0.340	319,892	—	(319,892)	—	—	—
25b	12-Dec-14	31-Oct-19	AUD 4.49	50,000	—	—	(50,000)	—	—
28/LF13	09-Oct-14	08-Oct-19	AUD 4.52	75,000	—	—	(75,000)	—	—
29	25-Nov-14	24-Nov-19	AUD 4.00	240,000	—	—	(240,000)	—	—
LF14	06-Jan-15	16-Dec-19	AUD 4.66	150,000	—	—	(150,000)	—	—
31b	12-May-15	16-Feb-20	AUD 4.28	200,000	—	—	(200,000)	—	—
32	10-Jul-15	30-Jun-22	AUD 4.20	2,308,334	—	—	(40,000)	2,268,334	2,268,334
33	26-Aug-15	16-Aug-22	AUD 4.05	75,000	—	—	—	75,000	75,000
34	27-Apr-16	06-Mar-23	AUD 2.80	3,193,334	—	(475,000)	(70,000)	2,638,334	2,638,334
34	27-Apr-16	06-Mar-23	AUD 2.80	—	—	—	(10,000) *	—	—
34a	27-Apr-16	17-Apr-23	AUD 2.74	200,000	—	—	—	200,000	200,000
34b	31-Oct-16	06-Mar-23	AUD 2.80	200,000	—	—	—	200,000	200,000
35	30-Jun-16	18-Jan-21	AUD 2.20	1,500,000	—	(600,000)	—	900,000	900,000
36	06-Dec-16	05-Dec-23	AUD 1.31	1,670,000	—	(720,334)	(26,666)	923,000	923,000
36a	06-Dec-16	05-Dec-23	AUD 1.19	4,188,000	—	(1,527,270)	(141,666)	2,519,064	2,023,232
36b	13-Jan-17	12-Jan-24	AUD 1.65	300,000	—	—	—	300,000	300,000
37	28-Jun-17	27-Jun-24	AUD 2.23	150,000	—	—	—	150,000	150,000
38	16-Sep-17	15-Sep-24	AUD 1.54	100,000	—	(33,334)	—	66,666	33,334
38a	16-Sep-17	15-Sep-24	AUD 1.40	150,000	—	—	—	150,000	150,000
39	13-Oct-17	12-Oct-24	AUD 1.94	1,978,333	—	(310,000)	(13,333)	1,655,000	999,994
39a	13-Oct-17	12-Oct-24	AUD 1.76	1,900,000	—	(297,575)	(300,000)	1,302,425	1,302,425
40	24-Nov-17	23-Nov-24	AUD 1.41	750,000	—	—	—	750,000	500,000
40a	24-Nov-17	23-Nov-24	AUD 1.28	750,000	—	—	—	750,000	—
41	18-Jun-18	17-Jun-25	AUD 1.52	200,000	—	—	—	200,000	133,334
42	11-Jul-18	10-Jul-25	AUD 1.56	200,000	—	—	—	200,000	66,667
43	18-Jul-18	17-Jul-25	AUD 1.87	5,845,000	—	(389,999)	(9,999)	5,398,334	1,544,992
43	18-Jul-18	17-Jul-25	AUD 1.87	—	—	—	(46,668) *	—	—
43b	18-Jul-18	17-Jul-25	AUD 1.87	—	350,000	—	—	350,000	116,667
44	15-Jul-18	14-Jul-25	AUD 1.72	300,000	—	—	—	300,000	100,000
45	30-Nov-18	29-Nov-25	AUD 1.33	590,000	—	—	—	590,000	196,666
46	19-Jan-19	18-Jan-26	AUD 1.45	5,000	—	—	—	5,000	1,667
47	19-Jan-19	18-Jan-26	AUD 1.45	150,000	—	—	—	150,000	150,000
48	04-Apr-19	03-Apr-26	AUD 1.48	—	300,000	—	—	300,000	100,000
49	20-Jul-19	19-Jul-26	AUD 1.62	—	4,810,000	—	(120,000) *	4,690,000	—
49a	20-Jul-19	19-Jul-26	AUD 1.47	—	5,500,000	—	—	5,500,000	—
49b	20-Jul-19	19-Jul-26	AUD 1.47	—	1,346,667	—	—	1,346,667	—
49c	20-Jul-19	19-Jul-26	AUD 1.47	—	538,667	—	—	538,667	—
50	20-Jul-19	19-Jul-26	AUD 1.47	—	700,000	—	—	700,000	—
50a	20-Jul-19	19-Jul-26	AUD 1.47	—	400,000	—	—	400,000	—
51	29-Aug-19	28-Aug-26	AUD 1.47	—	300,000	(150,000)	—	150,000	—
52	29-Aug-19	28-Aug-26	AUD 1.62	—	400,000	—	—	400,000	—
53	29-Aug-19	28-Aug-26	AUD 1.47	—	800,000	—	—	800,000	—
54	25-Nov-19	24-Nov-26	AUD 1.98	—	845,000	—	—	845,000	—
55	29-May-19	28-May-26	AUD 1.48	—	450,000	—	—	450,000	300,000
56	18-Nov-19	17-Nov-26	AUD 1.83	—	200,000	—	—	200,000	—
57	25-Nov-19	24-Nov-26	AUD 1.80	—	100,000	—	—	100,000	—
58	25-Nov-19	24-Nov-26	AUD 1.98	—	450,000	—	—	450,000	—
June 30, 2020				27,737,893	17,490,334	(4,823,404)	(1,493,332)	38,911,491	15,373,646
Weighted average share purchase price				AUD 2.06	AUD 1.57	AUD 1.60	AUD 2.80	AUD 1.86	AUD 2.25

- (1) The dates presented in the grant date column represent the date on which board approval was obtained. For valuation dates per IFRS 2, refer to Note 17(c).
(2) 30a to 30i were granted as remuneration for the repurchase and cancellation of 2,985,000 LFSP during the year ended 30 June 2015 (see Note 17(b)).

Series	Grant Date(1)	Expiry Date	Exercise Price	Opening Balance	Granted No. (during the year)	Exercised No. (during the year)	Lapsed /Forfeited* No. (during the year)	Closing Balance	Vested and exercisable No (end of year)
INC	07-Dec-10	26-Oct-18	USD 0.305	26,108	—	(26,108)	—	—	—
INC	07-Dec-10	26-Oct-19	USD 0.340	319,892	—	—	—	319,892	319,892
17/LF3	09-Jul-12	08-Jul-18	AUD 6.67	150,000	—	—	(150,000)	—	—
22/LF8	04-Sep-13	27-Aug-18	AUD 6.26	225,000	—	—	(225,000)	—	—
25a (i&ii)	01-Jan-14	31-Dec-18	AUD 6.36	650,000	—	—	(650,000)	—	—
25b	12-Dec-14	31-Oct-19	AUD 4.49	50,000	—	—	—	50,000	50,000
27/LF12	05-Sep-14	30-Jun-19	AUD 4.71	2,045,000	—	—	(1,790,000)	—	—
27/LF12	05-Sep-14	30-Jun-19	AUD 4.71	—	—	—	(255,000) *	—	—
28/LF13	09-Oct-14	08-Oct-19	AUD 4.52	75,000	—	—	—	75,000	75,000
29	25-Nov-14	24-Nov-19	AUD 4.00	240,000	—	—	—	240,000	240,000
30c(2)	25-Mar-15	20-Jan-19	AUD 4.98	135,000	—	—	(135,000)	—	—
30d(2)	25-Mar-15	25-Jan-19	AUD 4.98	300,000	—	—	(300,000)	—	—
30f(2)	25-Mar-15	25-Jan-19	AUD 4.98	200,000	—	—	(200,000)	—	—
30h(2)	25-Mar-15	30-Jun-19	AUD 4.69	400,000	—	—	(400,000)	—	—
30i(2)	25-Mar-15	30-Jun-19	AUD 4.44	600,000	—	—	(600,000)	—	—
LF14	06-Jan-15	16-Dec-19	AUD 4.66	150,000	—	—	—	150,000	150,000
31b	12-May-15	16-Feb-20	AUD 4.28	200,000	—	—	—	200,000	200,000
32	10-Jul-15	30-Jun-22	AUD 4.20	2,458,334	—	—	(150,000) *	2,308,334	2,308,334
33	26-Aug-15	16-Aug-22	AUD 4.05	75,000	—	—	—	75,000	75,000
34	27-Apr-16	06-Mar-23	AUD 2.80	3,380,000	—	—	(186,666) *	3,193,334	3,193,334
34a	27-Apr-16	17-Apr-23	AUD 2.74	200,000	—	—	—	200,000	200,000
34b	31-Oct-16	06-Mar-23	AUD 2.80	200,000	—	—	—	200,000	200,000
35	30-Jun-16	18-Jan-21	AUD 2.20	1,500,000	—	—	—	1,500,000	1,500,000
36	06-Dec-16	05-Dec-23	AUD 1.31	1,885,000	—	(75,000)	(140,000) *	1,670,000	1,116,666
36a	06-Dec-16	05-Dec-23	AUD 1.19	4,400,000	—	(212,000)	—	4,188,000	3,000,502
36b	13-Jan-17	12-Jan-24	AUD 1.65	300,000	—	—	—	300,000	300,000
37	28-Jun-17	27-Jun-24	AUD 2.23	300,000	—	—	(150,000) *	150,000	100,000
38	16-Sep-17	15-Sep-24	AUD 1.54	100,000	—	—	—	100,000	33,334
38a	16-Sep-17	15-Sep-24	AUD 1.40	150,000	—	—	—	150,000	150,000
39	13-Oct-17	12-Oct-24	AUD 1.94	2,215,000	—	—	(236,667) *	1,978,333	668,330
39a	13-Oct-17	12-Oct-24	AUD 1.76	1,900,000	—	—	—	1,900,000	1,300,000
40	24-Nov-17	23-Nov-24	AUD 1.41	750,000	—	—	—	750,000	250,000
40a	24-Nov-17	23-Nov-24	AUD 1.28	750,000	—	—	—	750,000	—
41	18-Jun-18	17-Jun-25	AUD 1.52	—	200,000	—	—	200,000	66,667
42	11-Jul-18	10-Jul-25	AUD 1.56	—	200,000	—	—	200,000	—
43	18-Jul-18	17-Jul-25	AUD 1.87	—	5,970,000	—	(125,000) *	5,845,000	—
44	15-Jul-18	14-Jul-25	AUD 1.72	—	300,000	—	—	300,000	—
45	30-Nov-18	29-Nov-25	AUD 1.33	—	590,000	—	—	590,000	—
46	19-Jan-19	18-Jan-26	AUD 1.45	—	5,000	—	—	5,000	—
47	19-Jan-19	18-Jan-26	AUD 1.45	—	150,000	—	—	150,000	75,000
June 30, 2019				26,329,334	7,415,000	(313,108)	(5,693,333)	27,737,893	15,572,059
Weighted average share purchase price				AUD 2.68	AUD 1.79	AUD 1.16	AUD 4.58	AUD 2.06	AUD 2.35

- (1) The dates presented in the grant date column represent the date on which board approval was obtained. For valuation dates per IFRS 2, refer to Note 17(c).
(2) 30a to 30i were granted as remuneration for the repurchase and cancellation of 2,985,000 LFSP during the year ended 30 June 2015 (see Note 17(b)).

The weighted average share price at the date of exercise of options exercised during the years ended June 30, 2021, 2020 and 2019 were AUD 4.42, AUD 3.47 and AUD 2.06 respectively. The weighted average remaining contractual life of share options and loan funded shares outstanding as of June 30, 2021, 2020 and 2019 were 4.49 years, 4.79 years and 4.53 years, respectively.

b. Existing share-based payment arrangements

General terms and conditions attached to share based payments

Share options pursuant to the employee share option plan are generally granted in three equal tranches. For issues granted prior to July 1, 2015 the length of time from grant date to expiry date was typically 5 years. Grants since July 1, 2015, are issued with a seven year term. Vesting occurs based on achievement of performance conditions and/or progressively over the life of the option with the first tranche vesting one year from grant date, the second tranche two years from grant date, and the third tranche three years from grant date. On cessation of employment the Company's board of directors determines if a leaver is a bad leaver or not. If a participant is deemed a bad leaver, all rights, entitlements and interests in any unexercised options or shares (pursuant to the loan funded share plan) held by the participant will be forfeited and will lapse immediately. If a leaver is not a bad leaver they may retain vested options and shares (pursuant to the loan funded share plan), however, they must be exercised within 60 days of cessation of employment (or within a longer period if so determined by the Company's board of directors), after which time they will lapse. Unvested options will normally be forfeited and lapse.

This policy applies to all issues shown in the above table with the exception of the following:

25a(i&ii)	Options were granted in two equal tranches and vested on the date that the option holder had direct involvement (to the reasonable satisfaction of the Company's board of directors) in the Company achieving certain confidential commercial objectives.
INC.	As part of the acquisition of Mesoblast, Inc., Mesoblast, Inc. options were converted to options of the Company at a conversion ratio of 63.978. The Mesoblast, Inc. option exercise price per option was adjusted using the same conversion ratio. All options vested on acquisition date (December 7, 2010), and will expire according to their original expiry dates (with the exception of options held by directors which were limited to an expiry date not exceeding four years from acquisition).
31b	Options were granted in two equal tranches and will vest on the date that the option holder has direct involvement (to the reasonable satisfaction of the Company's board of directors) in the Company achieving certain confidential commercial objectives.
35	Incentive rights granted pursuant to the Equity Facility Agreement with Kentgrove Capital, dated June 30, 2016, had fully vested on the agreement date and will expire thirty six months after the date of the issue of the incentive right. The terms of this agreement were amended on July 30, 2019. Under the amended terms, these incentive rights will expire thirty six months after the effective date of July 1, 2019.
35a	Additional incentive rights granted pursuant to the Amendment Deed of the Equity Facility Agreement with Kentgrove Capital, dated July 30, 2019, had fully vested on the agreement date and will expire thirty six months after the date of the issue of the incentive right.
36a & 36b	Options were granted in two or three equal tranches and will vest on the date that the option holder has direct involvement (to the reasonable satisfaction of the Company's board of directors) in the Company achieving certain confidential commercial objectives.
49a, 49b, 50, 50a, 53, 64b, 64c, 64d, 64e & 71	Options were granted two or three equal tranches and are required to satisfy certain pre-specified performance conditions and time-based vesting conditions prior to vesting. Time-based conditions restrict vesting to a maximum of one third at 12 months, two thirds at 24 months and full grant at 36 months, but only if the pre-specified performance conditions have been met.
38a, 40a, 57 & 66	Options were granted in one tranche and will vest on the date that the option holder has direct involvement (to the reasonable satisfaction of the Company's board of directors) in the Company achieving certain confidential commercial objectives.
39a	Options were granted in one or two equal tranches and will vest on the date that the option holder has direct involvement (to the reasonable satisfaction of the Company's board of directors) in the Company achieving certain confidential commercial objectives.

51	Options were granted in two equal tranches and will vest on the date that the option holder has direct involvement (to the reasonable satisfaction of the Company's board of directors) in the Company achieving certain confidential commercial objectives.
55	Options were granted in five tranches and will vest on the date that the option holder has direct involvement (to the reasonable satisfaction of the Company's board of directors) in the Company achieving certain confidential commercial objectives.
63a	Options were granted in three or eight tranches and will vest on the date that the option holder has direct involvement (to the reasonable satisfaction of the Company's board of directors) in the Company achieving certain confidential commercial objectives. Time-based conditions restrict vesting to a maximum of one third at 12 months, two thirds at 24 months and full grant at 36 months, but only if the pre-specified performance conditions have been met.
64a	Options were granted in one, two, three or five tranches and will vest on the date that the option holder has direct involvement (to the reasonable satisfaction of the Company's board of directors) in the Company achieving certain confidential commercial objectives. Time-based conditions restrict vesting to a maximum of one third at 12 months, two thirds at 24 months and full grant at 36 months, but only if the pre-specified performance conditions have been met.
69 & 73	Options were granted in one tranche and vested on the date on which board approval was obtained

Modifications to share-based payment arrangements

There were no modifications made to share-based payment arrangements during the years ended June 30, 2019, June 30, 2020, and June 30, 2021.

c. Fair values of share based payments

The weighted average fair value of share options granted during the years ended June 30, 2021, 2020 and 2019 were AUD 1.42, AUD 1.07 and AUD 0.95, respectively.

The fair value of all share-based payments made has been calculated using the Black-Scholes model. This model requires the following inputs:

Share price at acceptance date

The share price used in valuation is the share price at the date at which the entity and the employee agree to a share-based payment arrangement, being when the entity and the employee have a shared understanding of the terms and conditions of the arrangement. This price is generally the volume weighted average share price for the five trading days leading up to the date.

Exercise price

The exercise price is a known value that is contained in the agreements.

Share price volatility

The model requires the Company's share price volatility to be measured. In estimating the expected volatility of the underlying shares our objective is to approximate the expectations that would be reflected in a current market or negotiated exchange price for the option. Historical volatility data is considered in determining expected future volatility.

Life of the option

The life is generally the time period from grant date through to expiry. Certain assumptions have been made regarding "early exercise" i.e. options exercised ahead of the expiry date, with respect to option series 14 and later. These assumptions have been based on historical trends for option exercises within the Company and take into consideration exercise trends that are also evident as a result of local taxation laws.

Dividend yield

The Company has yet to pay a dividend so it has been assumed the dividend yield on the shares underlying the options will be 0%.

Risk free interest rate

This has been sourced from the Reserve Bank of Australia historical interest rate tables for government bonds.

Model inputs

The model inputs for the valuations of options approved and granted during the year ended June 30, 2021 are as follows:

Series	Valuation date ⁽¹⁾	Exercise price per share AUD	Share price at acceptance date AUD	Expected share price volatility	Life ⁽²⁾	Dividend yield	Risk-free interest rate
61	28-Jul-20	2.51	3.60	60.95%	6.1 yrs	0%	0.44%
63	08-Apr-21	4.02	2.21	66.74%	5.5 yrs	0%	0.65%
63a	05-Jul-21	3.65	2.03	66.45%	5.3 yrs	0%	0.72%
64	28-Jul-20	3.75	3.60	60.95%	6.3 yrs	0%	0.44%
64a	05-Jul-21	3.41	2.03	66.45%	5.5 yrs	0%	0.72%
64b	30-Jun-21	3.41	2.09	66.48%	5.5 yrs	0%	0.77%
64c	25-Nov-20	3.41	4.12	65.36%	6.0 yrs	0%	0.30%
64d	30-Jun-21	3.41	2.09	66.48%	5.5 yrs	0%	0.77%
64e	05-Jul-21	3.41	2.03	66.45%	5.5 yrs	0%	0.72%
65	25-Sep-20	5.76	5.02	63.16%	6.3 yrs	0%	0.34%
66	16-Oct-20	4.78	3.24	65.17%	6.3 yrs	0%	0.27%
67	10-Nov-20	3.84	3.22	65.06%	6.3 yrs	0%	0.30%
68	24-Dec-20	3.60	2.38	67.22%	6.3 yrs	0%	0.35%
69	24-Dec-20	3.60	2.38	67.22%	6.3 yrs	0%	0.35%
71	29-Mar-21	2.67	2.35	66.81%	6.2 yrs	0%	0.66%
73	30-Jun-21	0.00	2.09	66.48%	0.2 yrs	0%	0.77%

- (1) Valuation date is the date at which the entity and the employee agree to a share-based payment arrangement, being when the entity and the employee have a shared understanding of the terms and conditions of the arrangement.
- (2) Expected life after factoring likely early exercise.

The closing share market price of an ordinary share of Mesoblast Limited on the ASX as of June 30, 2021 was AUD 1.98.

The model inputs for the valuations of options approved and granted during the year ended June 30, 2020 are as follows:

Series	Valuation date(1)	Exercise price per share AUD	Share price at acceptance date AUD	Expected share price volatility	Life(2)	Dividend yield	Risk-free interest rate
43b	14-May-20	1.87	3.55	60.39%	4.5 yrs	0%	0.37%
49	17-Sep-19	1.62	1.93	54.10%	6.1 yrs	0%	0.89%
49a	15-Mar-20	1.47	1.87	55.48%	5.8 yrs	0%	0.56%
49a	17-Dec-19	1.47	1.93	53.65%	5.9 yrs	0%	0.82%
49b	27-Nov-19	1.47	1.83	53.85%	6.3 yrs	0%	0.73%
49c	27-Nov-19	1.47	1.83	53.85%	6.3 yrs	0%	0.73%
50	13-Sep-19	1.47	1.88	54.02%	6.1 yrs	0%	0.93%
50a	16-Sep-19	1.47	2.03	54.21%	6.1 yrs	0%	0.95%
51	28-Mar-20	1.47	1.17	55.60%	5.7 yrs	0%	0.45%
52	17-Dec-19	1.62	1.93	53.65%	6.0 yrs	0%	0.82%
53	26-Mar-20	1.47	1.17	58.30%	5.8 yrs	0%	0.47%
54	28-Jan-20	1.98	2.86	56.63%	6.1 yrs	0%	0.71%
56	27-Nov-19	1.83	1.83	53.80%	6.3 yrs	0%	0.73%
57	25-Nov-19	1.80	1.80	53.82%	6.3 yrs	0%	0.82%
58	10-Apr-20	1.98	1.97	57.65%	5.9 yrs	0%	0.45%
59	24-May-20	3.38	3.79	60.56%	6.0 yrs	0%	0.40%
60	25-May-20	2.51	3.79	60.56%	6.2 yrs	0%	0.40%

(1) Valuation date is the date at which the entity and the employee agree to a share-based payment arrangement, being when the entity and the employee have a shared understanding of the terms and conditions of the arrangement.

(2) Expected life after factoring likely early exercise.

The closing share market price of an ordinary share of Mesoblast Limited on the ASX as of June 30, 2020 was AUD 3.25.

The model inputs for the valuations of options approved and granted during the year ended June 30, 2019 are as follows:

Series	Valuation date(1)	Exercise price per share AUD	Share price at acceptance date AUD	Expected share price volatility	Life(2)	Dividend yield	Risk-free interest rate
41	03-Sep-18	1.52	1.52	52.31%	5.8 yrs	0%	2.16%
43	24-Oct-18	1.87	1.70	52.78%	5.9 yrs	0%	2.27%
44	17-Jan-19	1.72	1.59	54.40%	5.6 yrs	0%	1.91%
45	20-Dec-18	1.33	1.33	54.11%	6.1 yrs	0%	2.01%
46	07-Jun-19	1.45	1.33	53.92%	5.8 yrs	0%	1.14%
47	04-Jun-19	1.45	1.33	53.95%	5.8 yrs	0%	1.19%
48	04-Apr-19	1.48	1.49	54.22%	6.1 yrs	0%	1.50%
55	29-May-19	1.48	1.48	53.98%	6.3 yrs	0%	1.18%

(1) Valuation date is the date at which the entity and the employee agree to a share-based payment arrangement, being when the entity and the employee have a shared understanding of the terms and conditions of the arrangement.

(2) Expected life after factoring likely early exercise.

The closing share market price of an ordinary share of Mesoblast Limited on the ASX as of June 30, 2019 was AUD 1.48.

18. Remuneration of auditors

During the year the following fees were paid or payable for services provided by the auditor of the parent entity, its related practices and non-related audit firms:

(in U.S. dollars)	2021	Year Ended June 30, 2020	2019
a. PricewaterhouseCoopers Australia			
<i>Audit and other assurance services</i>			
Audit and review of financial reports	747,783	713,461	690,245
Other audit services ⁽¹⁾	91,750	14,097	—
Total remuneration of PricewaterhouseCoopers Australia	839,533	727,558	690,245
b. Network firms of PricewaterhouseCoopers Australia			
<i>Audit and other assurance services</i>			
Audit and review of financial reports	130,450	108,262	89,038
Total remuneration of Network firms of PricewaterhouseCoopers Australia	130,450	108,262	89,038
Total auditors' remuneration⁽²⁾	969,983	835,820	779,283

(1) Other audit services relates to services performed in connection with the filing of registration statements on the Form S-8 and F-3.

(2) All services provided are considered audit services for the purpose of SEC classification.

19. Losses per share

	2021	Years Ended June 30, 2020	2019
(Losses) per share			
(in cents)			
(a) Basic (losses) per share			
From continuing operations attributable to the ordinary equity holders of the company	(16.33)	(14.74)	(18.16)
Total basic (losses) per share attributable to the ordinary equity holders of the company	<u>(16.33)</u>	<u>(14.74)</u>	<u>(18.16)</u>
(b) Diluted (losses) per share			
From continuing operations attributable to the ordinary equity holders of the company	(16.33)	(14.74)	(18.16)
Total basic (losses) per share attributable to the ordinary equity holders of the company	<u>(16.33)</u>	<u>(14.74)</u>	<u>(18.16)</u>
(c) Reconciliation of (losses) used in calculating (losses) per share			
(in U.S. dollars, in thousands)			
Basic (losses) per share			
(Losses) attributable to the ordinary equity holders of the company used in calculating basic (losses) per share:			
From continuing operations	(98,811)	(77,940)	(89,799)
Diluted (losses) per share			
(Losses) from continuing operations attributable to the ordinary equity holders of the company:			
Used in calculating basic (losses) per share	(98,811)	(77,940)	(89,799)
(Losses) attributable to the ordinary equity holders of the company used in calculating diluted losses per share	<u>(98,811)</u>	<u>(77,940)</u>	<u>(89,799)</u>
	2021	2020	2019
	Number	Number	Number
Weighted average number of ordinary shares used as the denominator in calculating basic losses per share	605,064,036	528,821,630	494,381,490
Weighted average number of ordinary shares and potential ordinary shares used in calculating diluted losses per share	<u>605,064,036</u>	<u>528,821,630</u>	<u>494,381,490</u>

Options granted to employees (see Note 17) are considered to be potential ordinary shares. These securities have been excluded from the determination of basic losses per shares. Shares that may be paid as contingent consideration have also been excluded from basic losses per share. They have also been excluded from the calculation of diluted losses per share because they are anti-dilutive for the years ended June 30, 2021, 2020 and 2019.

20. Parent entity financial information

a. Summary financial information

The parent entity financial information disclosure is an Australian Disclosure Requirement as required by *Corporations Regulations 2001*. The individual financial statements for the parent entity show the following aggregate amounts:

(in U.S. dollars, in thousands)	As of June 30,	
	2021	2020
Balance Sheet		
Current Assets	21,135	22,715
Total Assets	943,030	775,407
Current Liabilities	9,136	11,765
Total Liabilities	13,904	17,278
Shareholders' Equity		
Issued Capital	1,163,165	1,051,450
Reserves		
Foreign Currency Translation Reserve	(150,306)	(216,440)
Share Options Reserve	77,310	69,695
Warrant Reserve	12,969	—
(Accumulated losses)/retained earnings	(174,012)	(146,576)
	929,126	758,129
Loss for the period	(27,436)	(16,981)
Total comprehensive loss for the period	(27,436)	(16,981)

b. Contingent liabilities of the parent entity

(i) *Central Adelaide Local Health Network Incorporated ("CALHNI") (formerly Medvet)*

Mesoblast Limited acquired certain intellectual property relating to our MPCs, or Medvet IP, pursuant to an Intellectual Property Assignment Deed, or IP Deed, with Medvet Science Pty Ltd, or Medvet. Medvet's rights under the IP Deed were transferred to Central Adelaide Local Health Network Incorporated, or CALHNI, in November 2011. In connection with its use of the Medvet IP, on completion of certain milestones Mesoblast Limited will be obligated to pay CALHNI, as successor in interest to Medvet, (i) certain aggregated milestone payments of up to \$2.2 million and single-digit royalties on net sales of products covered by the Medvet IP, for cardiac muscle and blood vessel applications and bone and cartilage regeneration and repair applications, subject to minimum annual royalties beginning in the first year of commercial sale of those products and (ii) single-digit royalties on net sales of the specified products for applications outside the specified fields.

21. Segment information

Operating segments are identified on the basis of whether the allocation of resources and/or the assessment of performance of a particular component of the Company's activities are regularly reviewed by the Company's chief operating decision maker as a separate operating segment. By these criteria, the activities of the Company are considered to be one segment being the development of cell technology platform for commercialization, and the segmental analysis is the same as the analysis for the Company as a whole. The chief operating decision maker (Chief Executive Officer) reviews the consolidated income statement, balance sheet, and statement of cash flows regularly to make decisions about the Company's resources and to assess overall performance.

22. Legal proceedings

In October 2020, in light of the Complete Response Letter released by the FDA and the decline in the market price of our ADS, a purported class action lawsuit was filed in the U.S. Federal District Court for the Southern District of New York on behalf of purchasers or acquirers of our ADS against the Company, its Chief Executive Officer, its Chief Financial Officer and its Chief Medical Officer for alleged violations of the U.S. Securities Exchange Act of 1934. The Company will vigorously defend this and any other similarly-based litigation should it arise. The Company cannot provide any assurance as to the possible outcome or cost to us from the lawsuit, particularly as it is at an early stage, nor how long it may take to resolve such lawsuit. Thus, the Company has not accrued any amounts in connection with such legal proceedings other than ongoing attorney's fees.

23. Summary of significant accounting policies

This note provides the principal accounting policies adopted in the preparation of these consolidated financial statements as set out below. These policies have been consistently applied to all the years presented, unless otherwise stated. The financial statements are for the consolidated entity consisting of Mesoblast Limited and its subsidiaries.

a. Change in accounting policies

There were no new accounting policies adopted by the Group in the year ended June 30, 2021. These financial statements follow the same accounting policies as compared to the June 30, 2020 consolidated financial statements and related notes as filed with the Australian Securities Exchange and the Securities and Exchange Commission.

b. Principles of consolidation

i. Subsidiaries

The consolidated financial statements incorporate the assets and liabilities of all subsidiaries of Mesoblast Limited ("Company" or "Parent Entity") as of June 30, 2021 and the results of all subsidiaries for the year then ended. Mesoblast Limited and its subsidiaries together are referred to in this financial report as the Group or the consolidated entity.

Subsidiaries are all entities (including structured entities) over which the Group has control. The Group controls an entity when the Group is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power to direct the activities of the entity.

Subsidiaries are fully consolidated from the date on which control is transferred to the Group. They are deconsolidated from the date that control ceases.

The acquisition method of accounting is used to account for business combinations by the Group.

Intercompany transactions, balances and unrealized gains on transactions between Group companies are eliminated. Unrealized losses are also eliminated unless the transaction provides evidence of the impairment of the asset transferred. Accounting policies of subsidiaries have been changed where necessary to ensure consistency with the policies adopted by the Group.

ii. Employee share trust

The Group has formed a trust to administer the Group's employee share scheme. This trust is consolidated, as the substance of the relationship is that the trust is controlled by the Group.

c. Segment reporting

The Group operates in one segment as set out in Note 21.

d. Foreign currency translation

(i) Functional and presentation currency

Items included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates (the "functional currency"). The functional currency of Mesoblast Limited is the AUD. The consolidated financial statements are presented in USD, which is the Group's presentation currency.

(ii) Translations and balances

Foreign currency transactions are translated into the functional currency using the exchange rates prevailing at the dates of the transactions. Foreign exchange gains and losses resulting from the settlement of such transactions and from the transaction at period end exchange rates of monetary assets and liabilities denominated in foreign currencies are recognized in net loss, except when they are deferred in equity as qualifying cash flow hedges and qualifying net investment hedges or attributable to part of the net investment in a foreign operation.

Non-monetary items that are measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value was determined. Translation differences on assets and liabilities carried at fair value are reported as part of the fair value gain or loss. For example, translation differences on non-monetary assets and liabilities such as equities held at fair value

through profit or loss are recognized in net loss as part of the fair value gain or loss and translation differences on non-monetary assets such as equities classified as financial assets at fair value are recognized in other comprehensive income.

(iii) Group companies

The results and financial position of all the Group entities (none of which has the currency of a hyperinflationary economy) that have a functional currency different from the presentation currency are translated into the presentation currency as follows:

- assets and liabilities for the balance sheets presented are translated at the closing rate at the date of that balance sheets;
- income and expenses for the statements of comprehensive income are translated at average exchange rates (unless this is not a reasonable approximation of the cumulative effect of the rates prevailing on the transaction dates, in which case income and expenses are translated at the dates of the transactions); and all resulting exchange differences are recognized in other comprehensive income.

(iv) Other

On consolidation, exchange differences arising from the translation of any net investment in foreign entities, and of borrowings and other financial instruments designated as hedges of such investments, are recognized in other comprehensive income. When a foreign operation is sold or any borrowings forming part of the net investment are repaid, the associated exchange differences are reclassified to net loss, as part of the gain or loss on sale.

Goodwill and fair value adjustments arising on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entities and translated at the closing rate.

e. Revenue recognition

The Group adopted IFRS 15 *Revenue from Contracts with Customers* on July 1, 2018, using the modified retrospective approach. Revenue from contracts with customers is measured and recognized in accordance with the five step model prescribed by the standard.

First, contracts with customers within the scope of IFRS 15 are identified. Distinct promises within the contract are identified as performance obligations. The transaction price of the contract is measured based on the amount of consideration the Group expect to be entitled from the customer in exchange for goods or services. Factors such as requirements around variable consideration, significant financing components, noncash consideration, or amounts payable to customers also determine the transaction price. The transaction is then allocated to separate performance obligations in the contract based on relative standalone selling prices. Revenue is recognized when, or as, performance obligations are satisfied, which is when control of the promised good or service is transferred to the customer.

There was no cumulative impact of the adoption of IFRS 15 *Revenue from Contracts with Customers* on July 1, 2018.

Revenues from contracts with customers comprise commercialization and milestone revenue. The Group also have revenue from research and development tax incentives and interest revenue.

(i) Commercialization and milestone revenue

Commercialization and milestone revenue generally includes non-refundable upfront license and collaboration fees; milestone payments, the receipt of which is dependent upon the achievement of certain clinical, regulatory or commercial milestones; as well as royalties on product sales of licensed products, if and when such product sales occur; and revenue from the supply of products. Payment is generally due on standard terms of 30 to 60 days.

Amounts received prior to satisfying the revenue recognition criteria are recorded as deferred revenue or deferred consideration in our consolidated balance sheets, depending on the nature of arrangement. Amounts expected to be recognized as revenue within the 12 months following the balance sheet date are classified within current liabilities. Amounts not expected to be recognized as revenue within the 12 months following the balance sheet date are classified within non-current liabilities.

Milestone revenue

The Group applies the five-step method under the standard to measure and recognize milestone revenue.

The receipt of milestone payments is often contingent on meeting certain clinical, regulatory or commercial targets, and is therefore considered variable consideration. The Group estimate the transaction price of the contingent milestone using the most likely

amount method. The Group include in the transaction price some or all of the amount of the contingent milestone only to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated with the contingent milestone is subsequently resolved. Milestone payments that are not within the control of the Company, such as regulatory approvals, are not considered highly probable of being achieved until those approvals are received. Any changes in the transaction price are allocated to all performance obligations in the contract unless the variable consideration relates only to one or more, but not all, of the performance obligations.

When consideration for milestones is a sale-based or usage-based royalty that arises from licenses of IP (such as cumulative net sales targets), revenue is recognized at the later of when (or as) the subsequent sale or usage occurs, or when the performance obligation to which some or all of the royalty has been allocated has been satisfied (or partially satisfied).

Licenses of intellectual property

When licenses of IP are distinct from other goods or services promised in the contract, the Group recognize the transaction price allocated to the license as revenue upon transfer of control of the license to the customer. The Group evaluate all other promised goods or services in the license agreement to determine if they are distinct. If they are not distinct, they are combined with other promised goods or services to create a bundle of promised goods or services that is distinct.

The transaction price allocated to the license performance obligation is recognized based on the nature of the license arrangement. The transaction price is recognized over time if the nature of the license is a "right to access" license. This is when the Group undertake activities that significantly affect the IP to which the customer has rights, the rights granted by the license directly expose the customer to any positive or negative effects of our activities, and those activities do not result in the transfer of a good or service to the customer as those activities occur. When licenses do not meet the criteria to be a right to access license, the license is a "right to use" license, and the transaction price is recognized at the point in time when the customer obtains control over the license.

Sales-based or usage-based royalties

Licenses of IP can include royalties that are based on the customer's usage of the IP or sale of products that contain the IP. The Group apply the specific exception to the general requirements of variable consideration and the constraint on variable consideration for sales-based or usage-based royalties promised in a license of IP. The exception requires such revenue to be recognized at the later of when (or as) the subsequent sale or usage occurs and the performance obligation to which some or all of the sales-based or usage-based royalty has been allocated has been satisfied (or partially satisfied).

Grünenthal arrangement

In September 2019, the Group entered into a strategic partnership with Grünenthal for the development and commercialization in Europe and Latin America of the Group's allogeneic mesenchymal precursor cell ("MPC") product, MPC-06-ID, receiving exclusive rights to the Phase 3 allogeneic product candidate for the treatment of low back pain due to degenerative disc disease.

The Group received a non-refundable upfront payment of \$15.0 million in October 2019, on signing of the contract with Grünenthal. The Group received a milestone payment in December 2019 of \$2.5 million in relation to meeting a milestone event as part of the strategic partnership with Grünenthal.

In June 2021, the Group announced its intention to leverage the results from a planned US trial to support potential product approvals in both the US and EU by including 20% EU patients in order to provide regulatory harmonization, cost efficiencies and streamlined timelines, without initiating an EU trial. As a result, the strategic partnership with Grünenthal has been amended and milestone payments relating to R&D and CMC services and other development services which were linked to the Europe trial have been removed, instead the Group is eligible to receive payments up to US\$112.5 million prior to product launch in the EU, inclusive of US\$17.5 million already received, if certain clinical and regulatory milestones are satisfied and reimbursement targets are achieved. Cumulative milestone payments could reach US\$1 billion depending on the final outcome of Phase 3 studies and patient adoption. The Group will also receive tiered double-digit royalties on product sales as per the original agreement.

The \$2.5 million milestone payment received in December 2019 from Grünenthal was considered constrained and is still considered deferred consideration as of June 30, 2021. Revenue will be recognized when the performance obligation is satisfied, which is when the clinical trial has recruited the required amount of European patients. There was no milestone revenue recognized in relation to this strategic partnership with Grünenthal in the year ended June 30, 2021.

Tasly arrangement

In July 2018, the Group entered into a strategic alliance with Tasly for the development, manufacture and commercialization in China of the Group's allogeneic mesenchymal precursor cell MPC products, MPC-150-IM and MPC-25-IC. Tasly received all exclusive rights for MPC-150-IM and MPC-25-IC in China and Tasly will fund all development, manufacturing and commercialization activities in China.

The Group received a \$20.0 million upfront technology access fee from Tasly upon closing of this strategic alliance in October 2018. The Group is also entitled to receive \$25.0 million on product regulatory approvals in China, double-digit escalating royalties on net product sales and up to six escalating milestone payments when the product candidates reach certain sales thresholds in China.

Under IFRS 15, upon completion of this strategic alliance in September 2018, the Group recognized \$10.0 million in milestone revenue from the \$20.0 million upfront technology access fee received in October 2018, as this was the portion of revenue that control was transferred to Tasly, and the remaining \$10.0 million from the \$20.0 million upfront payment was recognized as deferred consideration on the consolidated balance sheet. In the year ended June 30, 2020, the deferred consideration amount was recognized in revenue as the control for this portion of revenue was transferred to Tasly based on the Group's decision regarding the exercise of the Group's rights in the terms and conditions of the agreement.

For the year ended June 30, 2021, no revenue was recognized in relation to this strategic alliance with Tasly.

TiGenix arrangement

In December 2017, the Group entered into a patent license agreement with TiGenix, now a wholly owned subsidiary of Takeda, which granted Takeda exclusive access to certain of our patents to support global commercialization of the adipose-derived MSC product, Alofisel® a registered trademark of TiGenix, previously known as Cx601, for the local treatment of fistulae. The agreement includes the right for Takeda to grant sub-licenses to affiliates and third parties. The Group is entitled to further payments up to €10.0 million when Takeda reaches certain product regulatory milestones. Additionally, the Group will receive single digit royalties on net sales of Alofisel®.

In the year ended June 30, 2020, the Group commenced earning royalty income on sales of Alofisel® in Europe by our licensee Takeda. For the year ended June 30, 2021, the Group earned \$0.2 million of royalty income on sales of Alofisel® in Europe by our licensee Takeda, compared to a minimal amount year ended June 30, 2020.

JCR arrangement

In October 2013, the Group acquired all of Osiris' culture-expanded, MSC-based assets. These assets included assumption of a collaboration agreement with JCR, a research and development oriented pharmaceutical company in Japan. Revenue recognized under this agreement is limited to the amount of cash received or for which the Group is entitled, as JCR has the right to terminate the agreement at any time.

Under the JCR Agreement, JCR is responsible for all development and manufacturing costs including sales and marketing expenses. Under the JCR Agreement the Group assumed from Osiris, JCR has the right to develop our MSCs in two fields for the Japanese market: exclusive in conjunction with the treatment of hematological malignancies by the use of hematopoietic stem cells derived from peripheral blood, cord blood or bone marrow, or the First JCR Field; and non-exclusive for developing assays that use liver cells for non-clinical drug screening and evaluation, or the Second JCR Field. With respect to the First JCR Field, the Group has received all sales milestone payments and ongoing is entitled to escalating double-digit royalties. These royalties are subject to possible renegotiation downward in the event of competition from non-infringing products in Japan. With respect to the Second JCR Field, the Group is entitled to a double-digit profit share. The Group expanded our partnership with JCR in Japan for two new indications: for wound healing in patients with Epidermolysis Bullosa ("EB") in October 2018, and for hypoxic ischemic encephalopathy ("HIE"), a condition suffered by newborns who lack sufficient blood supply and oxygen to the brain, in June 2019. The Group will receive royalties on TEMCELL product sales for EB and HIE, if and when JCR begins selling TEMCELL for such indications in Japan. The Group apply the sales-based and usage-based royalty exception for licenses of intellectual property and therefore recognize royalty revenue at the later of when the subsequent sale or usage occurs and the associated performance obligation has been satisfied.

In the year ended, June 30, 2021 the Group recognized \$7.2 million in commercialization revenue relating to royalty income earned on sales of TEMCELL in Japan by our licensee JCR, compared with \$6.6 million for the year ended June 30, 2020. These amounts were recorded in revenue as there are no further performance obligations required in regards to these items.

In the year ended June 30, 2020 and 2019, the Group recognized nil million and \$1.0 million, respectively, in milestone revenue upon our licensee, JCR, reaching cumulative net sales milestones for sales of TEMCELL in Japan. This amount was recorded in revenue as there were no further performance obligations required in regard to this item. There was no milestone revenue recognized in year ended June 30, 2021.

(ii) Interest revenue

Interest revenue is accrued on a time basis by reference to the principal outstanding and at the effective interest rate applicable, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to that asset's net carrying amount.

(iii) Research and development tax incentive

The Australian Government replaced the research and development tax concession with the research and development tax incentive from July 1, 2011. The provisions provide refundable or non-refundable tax offsets.

The research and development tax incentive applies to expenditure incurred and the use of depreciating assets in an income year commencing on or after July 1, 2011. The research and development tax incentive credit is available for our research and development activities in Australia as well as research and development activities outside of Australia to the extent such non-Australian based activities relate to intellectual property owned by our Australian resident entities do not exceed half the expenses for the relevant activities and are approved by the Australian government. A refundable tax offset is available to eligible companies with an annual aggregate turnover of less than A\$20.0 million. Eligible companies can receive a refundable tax offset for a percentage of their research and development spending. For the years ended June 30, 2021 and 2020, the rate of the refundable tax offset is 43.5%.

The combined worldwide turnover of the Mesoblast Group did not exceed of A\$20.0 million for the year ended June 30, 2021 making us eligible for the refundable tax offset for the research and development tax incentive. However, management determined the majority of activities were not eligible under the incentive scheme and therefore did not apply for a tax offset. The Group was ineligible for the refundable tax offset for the research and development tax incentive for the year ended June 30, 2020. Consequently, no income was recognized from the Research and Development Tax Incentive program for the year ended June 30, 2021 and 2020.

The Group's research and development activities can potentially be eligible under an Australian government tax incentive. Management has assessed these activities and expenditure to determine which are likely to be eligible under the incentive scheme. At each period end management estimates and recognizes the refundable tax offset available to the Group based on available information at the time.

The receivable for reimbursable amounts that have not been collected is reflected in trade and other receivables in the Group's consolidated balance sheets. Income associated with the research and development tax incentive is recorded in the Group's other operating income and expenses in the Group's consolidated income statement.

f. Inventories

Inventories are included in the financial statements at the lower of cost (including raw materials, direct labour, other direct costs and related production overheads) and net realizable value. Pre-launch inventory is held as an asset when there is a high probability of regulatory approval for the product in accordance with IAS 2 *Inventories*. Before that point, a provision is made against the carrying value to its recoverable amount in accordance with IAS 37 *Provisions, Contingent Liabilities and Contingent Assets*; the provision is then reversed at the point when a high probability of regulatory approval is determined.

The Group considers a number of factors in determining the probability of the product candidate realizing future economic benefit, including the product candidate's current status in the regulatory approval process, results from the related pivotal clinical trial, results from meetings with relevant regulatory agencies prior to the filing of regulatory applications, the market need, historical experience, as well as potential impediments to the approval process such as product safety or efficacy, commercialization and market trends.

When a provision is made against the carrying value of pre-launch inventory the costs are recognized within Manufacturing Commercialization expenses. When the high probability threshold is met, the provision will be reversed through Manufacturing Commercialization expenses. As of June 30, 2021 and June 30, 2020, there was \$21.9 million and \$8.8 million of pre-launch inventory recognized on the balance sheet that was fully provided for, respectively. For the year ended June 30, 2021 and the year ended June 30, 2020 \$13.1 million and \$8.8 million of pre-launch inventory costs have been recognized within Manufacturing Commercialization expenses in relation to the provision against the carrying value of pre-launch inventory. For the year ended June 30, 2021, \$0.5 million of pre-launch inventory costs were provided for as obsolete stock and these costs have been recognized within Manufacturing Commercialization expenses during the period. There was no provision for obsolete stock at June 30, 2020.

g. Research and development undertaken internally

The Group currently does not have any capitalized development costs. Research expenditure is recognized as an expense as incurred. Costs incurred on development projects, which consist of preclinical and clinical trials, manufacturing development, and general research, are recognized as intangible assets when it is probable that the project will, after considering its commercial and technical feasibility, be completed and generate future economic benefits and its costs can be measured reliably.

The expenditure capitalized comprises all directly attributable costs, including costs of materials, services, direct labor and an appropriate proportion of overheads. Other development costs that do not meet these criteria are expensed as incurred. Development costs previously recognized as expenses, are not recognized as an asset in a subsequent period and will remain expensed. Capitalized development costs are recorded as intangible assets and amortized from the point at which the asset is ready for use on a straight-line basis over its useful life.

h. Income tax

The income tax expense or benefit for the period is the tax payable on the current period's taxable income based on the applicable income tax rate for each jurisdiction adjusted by changes in deferred tax assets and liabilities attributable to temporary differences and to unused tax losses.

The current income tax charge is calculated on the basis of the tax laws enacted or substantively enacted at the end of the reporting period in the countries where the Group's subsidiaries and associates operate and generate taxable income. Management periodically evaluates positions taken in tax returns with respect to situations in which applicable tax regulation is subject to interpretation. It establishes provisions where appropriate on the basis of amounts expected to be paid to the tax authorities.

Deferred income tax is provided in full, using the liability method, on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the consolidated financial statements. However, the deferred income tax is not accounted for if it arises from initial recognition of an asset or liability in a transaction other than a business combination that at the time of the transaction affects neither accounting, nor taxable profit or loss. Deferred income tax is determined using tax rates (and laws) that have been enacted or substantially enacted by the end of the reporting period and are expected to apply when the related deferred income tax asset is realized or the deferred income tax liability is settled.

Deferred tax assets are recognized for deductible temporary differences and unused tax losses only if it is probable that future taxable amounts will be available to utilize those temporary differences and losses. Deferred tax assets are only recognized to the extent that there are sufficient deferred tax liabilities unwinding.

Deferred tax liabilities and assets are not recognized for temporary differences between the carrying amount and tax bases of investments in controlled entities where the parent entity is able to control the timing of the reversal of the temporary differences and it is probable that the differences will not reverse in the foreseeable future.

Deferred tax assets and liabilities are offset when there is a legally enforceable right to offset current tax assets and liabilities and when the deferred tax balances relate to the same taxation authority. Current tax assets and tax liabilities are offset where the entity has a legally enforceable right to offset and intends either to settle on a net basis, or to realize the asset and settle the liability simultaneously.

Current and deferred tax is recognized in net loss, except to the extent that it relates to items recognized in other comprehensive income or directly in equity. In this case, the tax is also recognized in other comprehensive income or directly in equity, respectively.

i. Business combinations

The acquisition method of accounting is used to account for all business combinations, regardless of whether equity instruments or other assets are acquired. The consideration transferred for the acquisition of a subsidiary comprises the fair values of the assets transferred, the liabilities incurred and the equity interests issued by the Group. The consideration transferred also includes the fair value of any asset or liability resulting from a contingent consideration arrangement and the fair value of any pre-existing equity interest in the subsidiary. Acquisition-related costs are expensed as incurred. Identifiable assets acquired and liabilities and contingent liabilities assumed in a business combination are, with limited exceptions, measured initially at their fair values at the acquisition date. On an acquisition-by-acquisition basis, the Group recognizes any noncontrolling interest in the acquiree either at fair value or at the non-controlling interest's proportionate share of the acquiree's net identifiable assets.

The excess of the consideration transferred and the amount of any non-controlling interest in the acquiree over the fair value of the net identifiable assets acquired is recorded as goodwill. If those amounts are less than the fair value of the net identifiable assets of the subsidiary acquired and the measurement of all amounts has been reviewed, the difference is recognized directly in net loss as a bargain purchase.

Where settlement of any part of cash consideration is deferred, the amounts payable in the future are discounted to their present value as at the date of exchange. The discount rate used is the entity's incremental borrowing rate, being the rate at which a similar borrowing could be obtained from an independent financier under comparable terms and conditions.

Contingent consideration is classified either as equity or a financial liability. Amounts classified as a financial liability are subsequently remeasured to fair value with changes in fair value recognized in profit or loss.

j. Impairment of assets

Goodwill and intangible assets that have an indefinite useful life are not subject to amortization and are tested annually for impairment or more frequently if events or changes in circumstances indicate that they might be impaired. Other assets are tested for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable.

An impairment loss is recognized for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less costs to dispose and value in use. For the purposes of assessing impairment, assets are grouped at the lowest levels for which there are separately identifiable cash inflows which are largely independent of the cash inflows from other assets or groups of assets (cash-generating units). Non-financial assets (other than goodwill) that have suffered impairment are reviewed for possible reversal of the impairment at the end of each reporting period.

Management maintains internal valuations of each asset annually (or more frequently should indicators of impairment be identified) and valuations from independent experts are requested periodically, within every three year period. The internal valuations are continually reviewed by management and consideration is given as to whether there are indicators of impairment which would warrant impairment testing. An external valuation of our assets was carried out by an independent expert as at March 31, 2020 with the recoverable amount of each asset exceeding its carrying amount.

k. Cash and cash equivalents

For the purpose of presentation in the statement of cash flows, cash and cash equivalents includes cash on hand, deposits held at call with financial institutions, other short-term and highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

l. Trade and other receivables

Trade receivables and other receivables represent the principal amounts due at balance date less, where applicable, any provision for expected credit losses. The Group uses the simplified approach to measuring expected credit losses, which uses a lifetime expected credit loss allowance. Debts which are known to be uncollectible are written off in the consolidated income statement. All trade receivables and other receivables are recognized at the value of the amounts receivable, as they are due for settlement within 60 days and therefore do not require remeasurement.

m. Investments and other financial assets

(i) Classification

The Group classifies its financial assets in the following measurement categories:

- those to be measured subsequently at fair value (either through OCI or through profit or loss); and
- those to be measured at amortized cost

The classification depends on the Group's business model for managing the financial assets and the contractual terms of the cash flow. For assets measured at fair value, gains and losses will either be recorded in profit or loss or OCI. For investments in equity instruments that are not held for trading, this will depend on whether the group has made an irrevocable election at the time of initial recognition to account for the equity investment at fair value through other comprehensive income (FVOCI). See Note 5 for details about each type of financial asset.

(ii) Recognition and derecognition

Regular way purchases and sales of financial assets are recognized on trade-date, the date on which the Group commits to purchase or sell the asset. Financial assets are derecognized when the rights to receive cash flows from the financial assets have expired or have been transferred and the Group has transferred substantially all the risks and rewards of ownership.

(iii) Measurement

At initial recognition, the Group measures a financial asset at its fair value plus, in the case of a financial asset not at fair value through profit or loss (FVPL), transaction costs that are directly attributable to the acquisition of the financial asset. Transaction costs of financial assets carried at FVPL are expensed in profit or loss. Financial assets with embedded derivatives are considered in their entirety when determining whether their cash flows are solely payment of principal and interest.

Details on how the fair value of financial instruments is determined are disclosed in Note 5(g).

Equity instruments

The group subsequently measures all equity investments at fair value. Where the Group has elected to present fair value gains and losses on equity investments in OCI, there is no subsequent reclassification of fair value gains and losses to profit or loss following the derecognition of the investment. Dividends from such investments continue to be recognized in profit or loss as other income when the group's right to receive payments is established.

Changes in the fair value of financial assets at FVPL are recognized in other gains/(losses) in the statement of profit or loss as applicable. Impairment losses (and reversal of impairment losses) on equity investments measured at FVOCI are not reported separately from other changes in fair value.

(iv) Impairment

For trade receivables, the group applies the simplified approach permitted by IFRS 9, which requires expected lifetime losses to be recognized from initial recognition of the receivables, see Note 5(b) for further details.

n. Derivatives

Derivatives are initially recognized at fair value on the date a derivative contract is entered into and are subsequently remeasured to their fair value at the end of each reporting period.

Derivatives that do not qualify for hedge accounting

Certain derivative instruments do not qualify for hedge accounting. Changes in the fair value of any derivative instrument that does not qualify for hedge accounting are recognized immediately in profit or loss and are included in other income or other expenses.

o. Property, plant and equipment

Plant and equipment are stated at historical cost less accumulated depreciation and impairment. Cost includes expenditure that is directly attributable to the acquisition of the item.

Subsequent cost are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associates with the item will flow to the Group and the cost of the item can be measured reliably. All other repairs and maintenance are charged to profit and loss during the reporting period in which they are incurred.

Property, plant and equipment, other than freehold land, are depreciated over their estimated useful lives using the straight line method (see Note 6(a)).

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposal of plant and equipment are taken into account in determining the profit for the year.

p. Intangible assets

(i) Goodwill

Goodwill is measured as described in Note 23(i). Goodwill on acquisition of subsidiaries is included in intangible assets (Note 6(c)). Goodwill is not amortized but it is tested for impairment annually or more frequently if events or changes in circumstances indicate that it might be impaired, and is carried at cost less accumulated impairment losses. Gains and losses on the disposal of an entity include the carrying amount of goodwill relating to the entity sold.

Goodwill is tested for impairment in accordance with IAS 36 *Impairment of Assets* which requires testing be performed at any time during an annual period, provided the test is performed at the same time every year. The Group tests for impairment annually in the third quarter of each year. Additionally, assets must be tested for impairment if there is an indication that an asset may be impaired. The recoverable amounts of our assets and cash-generating units have been determined based on fair value less costs to sell calculations, which require the use of certain assumptions.

Goodwill is allocated to cash generating units for the purpose of impairment testing. The allocation is made to those cash generating units or groups of cash generating units that are expected to benefit from the business combination in which the goodwill arose, identified according to operating segments (Note 21).

(ii) Acquired licenses to patents

Acquired licenses have a finite useful life and are carried at cost less accumulated amortization and impairment losses. Each asset is amortized through to the estimated patent expiry date which is reviewed and adjusted as patent extensions are granted.

Payments made to third parties to acquire licenses to patents, including initial upfront and subsequent milestone payments are capitalized. For subsequent payments under existing license agreements payments are capitalized if they meet the definition of an intangible asset. Management reviews the substance of the payment to determine its classification. Generally, payments made for a verifiable outcome, such as completion of a clinical trial, regulatory approvals and sales target milestones would be accumulated into the cost of the intangible.

The Group periodically evaluates whether current facts or circumstances indicate that the carrying value of its acquired intangibles may not be recoverable. If such circumstances are determined to exist, an estimate of the undiscounted future cash flow of these assets, or appropriate assets grouping is compared to the carrying value to determine whether an impairment exists. If the asset is determined to be impaired, the loss is measured based on the differences between the carrying value of the intangible asset and its fair value, which is determined based on the net present value of estimated future cash flows.

Royalty payments under license and sublicense agreements are expensed.

(iii) In-process research and development acquired

In-process research and development that has been acquired as part of a business acquisition is considered to be an indefinite life intangible asset on the basis that it is incomplete and cannot be used in its current form. Indefinite life intangible assets are not amortized but rather are tested for impairment annually in the third quarter of each year, or whenever events or circumstances present an indication of impairment.

In-process research and development will continue to be tested for impairment until the related research and development efforts are either completed or abandoned. Upon completion of the related research and development efforts, management determines the remaining useful life of the intangible assets and amortizes them accordingly. In order for management to determine the remaining useful life of the asset, management would consider the expected flow of future economic benefits to the entity with reference to the product life cycle, competitive landscape, obsolescence, market demand, any remaining patent useful life and various other relevant factors. At the time of completion, when the asset becomes available for use, all costs recognized in in-process research and development that related to the completed asset are transferred to the intangible asset category, current marketed products, at the asset's historical cost.

In the case of abandonment, the related research and development efforts are considered impaired and the asset is fully expensed.

(iv) Current marketed products

Current marketed products contain products that are currently being marketed. The assets are recognized on our balance sheet as a result of business acquisitions or reclassifications from In-process research and development upon completion. Upon completion,

when assets become available for use, assets are reclassified from in-process research and development to current marketed products at the historical value that they were recognized at within the in-process research and development category.

Upon reclassification to the current market products category management determines the remaining useful life of the intangible assets and amortizes them from the date they become available for use. In order for management to determine the remaining useful life of the asset, management would consider the expected flow of future economic benefits to the entity with reference to the product life cycle, competitive landscape, obsolescence, market demand, any remaining patent useful life and any other relevant factors.

Management have chosen to amortize all intangible assets with a finite useful life on a straight-line basis over the useful life of the asset. Current marketed products are tested for impairment in accordance with IAS 36 Impairment of Assets which requires testing whenever there is an indication that an asset may be impaired.

q. Trade and other payables

Payables represent the principal amounts outstanding at balance date plus, where applicable, any accrued interest. Liabilities for payables and other amounts are carried at cost which approximates fair value of the consideration to be paid in the future for goods and services received, whether or not billed. The amounts are unsecured and are usually paid within 30 to 60 days of recognition.

r. Borrowings

Borrowings are initially recognized at fair value, net of transaction costs incurred. Borrowings are subsequently measured at amortized cost. Any difference between the proceeds (net of transaction costs) and the redemption amount is recognized in profit or loss over the period of the borrowings using the effective interest method. Fees paid on the establishment of loan facilities are recognized as transaction costs of the loan to the extent that it is probable that some or all of the facility will be drawn down. If it is not probable, the fee is deferred until the draw down occurs. To the extent there is no evidence that it is probable that some or all of the facility will be drawn down, the fee is capitalized as a prepayment for liquidity services and amortized over the period of the facility to which it relates.

Borrowings are removed from the balance sheet when the obligation specified in the contract is discharged, cancelled or expired. The difference between the carrying amount of a financial liability that has been extinguished or transferred to another party and the consideration paid, including any non-cash assets transferred of liabilities assumed, is recognized in profit or loss as other income or finance costs.

Borrowings are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least 12 months after the reporting period

Hercules

In March 2018, the Group entered into a loan and security agreement with Hercules, for a \$75.0 million non-dilutive, four-year credit facility. The Group drew the first tranche of \$35.0 million on closing and a further tranche of \$15.0 million was drawn in January 2019. The loan matures in March 2022.

In May 2021, the Group and Hercules amended the terms of the loan and security agreement to extend the interest-only period to October 1, 2021. In August 2021, the Group and Hercules amended the terms of the loan and security agreement to extend the interest-only period to January 1, 2022. Principal repayments can be further deferred to March 2022, subject to achieving certain milestones.

Interest on the loan is payable monthly in arrears on the 1st day of the month. At closing date, the interest rate was 9.45%. At June 30, 2019, in line with increases in the U.S prime rate, the interest rate was 10.45%. On August 1, September 19 and October 31, 2019, in line with the decreases in the U.S. prime rate, the interest rate on the loan decreased to 10.20%, 9.95% and 9.70%, respectively, and remains at 9.70% at June 30, 2021, in line with the terms of the loan agreement. As at June 30, 2021, the Group recognized \$2.2 million in interest payable within twelve months as a current liability.

In the years ended June 30, 2021 and 2020, the Group recognized gains of \$0.4 million and \$1.3 million, respectively, in the Income Statement as remeasurement of borrowing arrangements within finance costs. These remeasurement gains relate to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows from our existing credit facility.

On June 29, 2018, the Group drew the first tranche of \$30.0 million of the principal amount from the \$40.0 million loan and security agreement with NovaQuest. There is a four-year interest only period, until July 2022, with the principal repayable in equal quarterly instalments over the remaining period of the loan. The loan matures in July 2026. Interest on the loan will accrue at a fixed rate of 15% per annum.

All interest and principal payments will be deferred until after the first commercial sale of remestemcel-L for the treatment in pediatric patients with SR-aGVHD. The Group can elect to prepay all outstanding amounts owing at any time prior to maturity, subject to a prepayment charge, and may decide to do so if net sales of remestemcel-L for pediatric SR-aGVHD are significantly higher than current forecasts.

If there are no net sales of remestemcel-L for pediatric SR-aGVHD, the loan is only repayable on maturity in 2026. If in any annual period 25% of net sales of remestemcel-L for pediatric SR-aGVHD exceed the amount of accrued interest owing and, from 2022, principal and accrued interest owing ("the payment cap"), Mesoblast will pay the payment cap and an additional portion of excess sales which may be used for early prepayment of the loan. If in any annual period 25% of net sales of remestemcel-L for pediatric SR-aGVHD is less than the payment cap, then the payment is limited to 25% of net sales of remestemcel-L for pediatric SR-aGVHD. Any unpaid interest will be added to the principal amounts owing and shall accrue further interest. At maturity date, any unpaid loan balances are repaid.

Because of this relationship of net sales and repayments, changes in our estimated net sales may trigger an adjustment of the carrying amount of the financial liability to reflect the revised estimated cash flows. The carrying amount adjustment is recalculated by computing the present value of the revised estimated future cash flows at the financial instrument's original effective interest rate. The adjustment is recognized in the Income Statement as remeasurement of borrowing arrangements within finance costs in the period the revision is made.

In the year ended June 30, 2021, the Group recognized a gain of \$4.8 million in the Income Statement as remeasurement of borrowing arrangements within finance costs in relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows as a net result of changes to the key assumptions in development timelines. In the year ended June 30, 2020 the Group recognized a loss of \$0.7 million in the Income Statement as remeasurement of borrowing arrangements within finance costs in relation to the adjustment of the carrying amount of our financial liability to reflect the revised estimated future cash flows.

As at June 30, 2021, the Group has recognized a current liability of \$0.3 million which represents the present value of \$0.4 million loan administration fee which is payable annually in June.

The carrying amount of the loan and security agreement with NovaQuest is subordinated to the Group's floating rate loan with the senior creditor, Hercules.

s. Provisions

Provisions are recognized when the Group has a present legal obligation as a result of a past event, it is probable that the Group will be required to settle the obligation, and a reliable estimate can be made of the amount of the obligation.

Provisions are measured at the present value of management's best estimate of the expenditure required to settle the present obligation at the end of the reporting period. The discount rate used to determine the present value is a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability. The increase in the provision due to the passage of time is recognized as interest expense.

Provisions are recorded on acquisition of a subsidiary, to the extent they relate to a subsidiary's contingent liabilities, if it relates to a past event, regardless of whether it is probable the amount will be paid.

t. Employee benefits

A liability is recognized for benefits accruing to employees in respect of wages and salaries, bonuses, annual leave and long service leave.

Liabilities recognized in respect of employee benefits which are expected to be settled within 12 months after the end of the period in which the employees render the related services are measured at their nominal values using the remuneration rates expected to apply at the time of settlement.

Liabilities recognized in respect of employee benefits which are not expected to be settled within 12 months after the end of the period in which the employees render the related services are measured as the present value of the estimated future cash outflows to be made by the Group in respect of services provided by employees up to reporting date.

The obligations are presented as current liabilities in the balance sheet if the entity does not have an unconditional right to defer settlement for at least twelve months after the reporting period, regardless of when the actual settlement is expected to occur.

Termination benefits are payable when employment is terminated by the Group before the normal retirement date, or when an employee accepts voluntary redundancy in exchange for these benefits. The Group recognizes termination benefits at the earlier of the following dates: when the Group can no longer withdraw the offer of those benefits and when the entity recognizes costs for a restructuring that is within the scope of IAS 37 and involves the payment of termination benefits.

u. Share-based payments

Share-based payments are provided to eligible employees, directors and consultants via the Employee Share Option Plan ("ESOP") and the Australian Loan Funded Share Plan ("LFSP"). The terms and conditions of the LFSP are in substance the same as the employee share options and therefore they are accounted for on the same basis.

Equity-settled share-based payments with employees and others providing similar services are measured at the fair value of the equity instrument at acceptance date. Fair value is measured using the Black-Scholes model. The expected life used in the model has been adjusted, based on management's best estimate, for the effects of non-transferability, exercise restrictions, and behavioral considerations. It does not make any allowance for the impact of any service and non-market performance vesting conditions. Further details on how the fair value of equity-settled share-based transactions has been determined can be found in Note 17.

The fair value determined at the acceptance date of the equity-settled share-based payments is expensed on a straight-line basis over the vesting period, based on management's estimate of shares that will eventually vest, with a corresponding increase in equity. At the end of each period, the entity revises its estimates of the number of share-based payments that are expected to vest based on the non-market vesting conditions. It recognizes the impact of the revision to original estimates, if any, in profit or loss, with a corresponding adjustment to equity.

v. Leases

Leases are recognized as a right-of-use asset and a corresponding liability at the date at which the leased asset is available for use by the Group. Assets and liabilities arising from a lease are initially measured on a present value basis. Lease liabilities include the net present value of the following lease payments:

- fixed payments (including in-substance fixed payments), less any lease incentives receivable;
- variable lease payment that are based on an index or a rate;
- amounts expected to be payable by the lessee under residual value guarantees;
- the exercise price of a purchase option if the lessee is reasonably certain to exercise that option; and
- payments of penalties for terminating the lease, if the lease term reflects the lessee exercising that option.

Variable lease payments that are not based on an index or a rate are not included in the initial measurement of the lease liability and are expensed in the Income Statement when incurred. There were no variable lease payments that were expensed in the Income Statement for the year ended June 30, 2021. The Group remeasures the lease liability and makes a corresponding adjustment to the related right-of-use asset whenever there is a change to the lease terms or expected payments under the lease, or a modification that is not accounted for as a separate lease.

For certain contracts that contain lease and non-lease components, the Group accounts for each lease component within the contract as a lease separately from non-lease components of the contract. The Group identifies a separate lease component if there is an explicit or implicit identified asset in the contract and if the Group controls use of the identified asset.

The lease payments are discounted using the interest rate implicit in the lease, if that rate can be determined, or the Group's incremental borrowing rate.

Right-of-use assets are measured at cost comprising the following:

- the amount of the initial measurement of lease liability;

- any lease payments made at or before the commencement date, less any lease incentives received;
- any initial direct costs; and
- restoration costs.

Payments associated with short-term leases with a lease term of 12 months or less, contracts that contain lease and non-lease components that are cancellable within 12 months and leases of low-value assets are recognized on a straight-line basis as an expense in profit or loss. Low-value assets comprise IT-equipment and small items of office furniture.

w. Contributed equity

Ordinary shares are classified as equity.

Transaction costs arising on the issue of equity instruments are recognized separately in equity. Transaction costs are the costs that are incurred directly in connection with the issue of those equity instruments and which would not have been incurred had those instruments not been issued.

x. Loss per share

(i) Basic losses per share

Basic losses per share is calculated by dividing:

- the loss attributable to equity holders of the Group, excluding any costs of servicing equity other than ordinary shares;
- by the weighted average number of ordinary shares outstanding during the fiscal year, adjusted for bonus elements in ordinary shares issued during the year.

(ii) Diluted losses per share

Diluted losses per share adjusts the figures used in the determination of basic earnings per share to take into account

- the after income tax effect of interest and other financing costs associated with dilutive potential ordinary shares; and
- the weighted average number of shares assumed to have been issued for no consideration in relation to dilutive potential ordinary shares.

y. Goods and services tax ("GST")

Revenues, expenses and assets are recognized net of the amount of GST except where the GST incurred on a purchase of goods and services is not recoverable from the taxation authority, in which case the GST is recognized as part of the cost of acquisition of the asset or as part of the expense.

Receivables and payables are stated with the amount of GST included. The net amount of GST recoverable from, or payable to, the taxation authority is included as part of receivables or payables in the Balance Sheet.

Cash flows are included in the statement of cash flow on a gross basis. The GST component of cash flows arising from investing and financing activities, which is recoverable from, or payable to, the taxation authority, are classified as operating cash flows.

z. Rounding of amounts

Our company is of a kind referred to in ASIC Corporations (Rounding in Financial/Directors' Reports) Instrument 2016/191, issued by the Australian Securities and Investments Commission, relating to the 'rounding off' of amounts in the financial report. Unless mentioned otherwise, amounts within this report have been rounded off in accordance with that Legislative Instrument to the nearest thousand dollars, or in certain cases, to the nearest dollar.

Australian Disclosure Requirements

Directors' Declaration

In the directors' opinion:

- (a) the financial statements and Notes set out on pages 140 to 206 are in accordance with the *Corporations Act 2001*, including:
 - (i) Complying with Accounting Standards, the *Corporations Regulations 2001* and other mandatory professional reporting requirements, and
 - (ii) Giving a true and fair view of the consolidated entity's financial position as at June 30, 2021 and of its performance for the fiscal year ended on that date, and
- (b) There are reasonable grounds to believe that the Group will be able to pay its debts as and when they become due and payable.

Note 1 'Basis of preparation' confirms that the financial statements also comply with International Financial Reporting Standards as issued by the International Accounting Standards Board.

The directors have been given the declarations by the chief executive officer and chief financial officer required by section 295A of the *Corporations Act 2001*.

This declaration is made in accordance with a resolution of the directors.

/s/ Joseph Swedish
Joseph Swedish
Chairman

/s/ Silviu Itescu
Silviu Itescu
Chief Executive Officer

Melbourne, August 31, 2021

Item 19.

Exhibits

Item

- 1.1 [Constitution of Mesoblast Limited adopted on November 22, 2018 \(incorporated by reference to Exhibit 1.1 to the Company's Annual Report on Form 20-F filed with the SEC on September 9, 2019\).](#)
- 1.2 [Certificate of Registration of Mesoblast Limited \(incorporated by reference to Exhibit 3.1 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.1 [Form of Deposit Agreement between Mesoblast Limited and JPMorgan Chase Bank, N.A., as depositary, and Holders of the American Depositary Receipts \(incorporated by reference to Exhibit 4.1 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.2 [Form of American Depositary Receipt evidencing American Depositary Shares \(included in Exhibit 4.1\).](#)
- 4.3† [Manufacturing Services Agreement by and between Mesoblast Limited and Lonza Walkersville, Inc. and Lonza Bioscience Singapore Pte. Ltd., dated September 20, 2011 \(incorporated by reference to Exhibit 10.6 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.4 [Purchase Agreement by and between Mesoblast International Sàrl and Osiris Therapeutics, Inc., dated October 10, 2013 \(incorporated by reference to Exhibit 10.7 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.5 [Amendment #1 to Purchase Agreement by and between Mesoblast International Sàrl and Osiris Therapeutics, Inc., dated December 17, 2014 \(incorporated by reference to Exhibit 10.8 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.6† [License Agreement by and between Osiris Acquisition II, Inc. and JCR Pharmaceuticals Co., Ltd., dated August 26, 2003 \(incorporated by reference to Exhibit 10.9 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.7† [Amendment 1 to License Agreement by and between Osiris Acquisition II, Inc. and JCR Pharmaceuticals Co., Ltd., dated June 27, 2005 \(incorporated by reference to Exhibit 10.10 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.8 [Intellectual Property Assignment Deed by and between Mesoblast Limited and Medvet Science Pty Ltd, dated October 4, 2004 \(incorporated by reference to Exhibit 10.15 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.9# [Employment Agreement, dated August 8, 2014, by and between Mesoblast Limited and Silviu Itescu \(incorporated by reference to Exhibit 10.19 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.10 [Sublease, by and between Mesoblast Limited and CIT Group Inc., dated September 27, 2011 \(incorporated by reference to Exhibit 10.21 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.11 [Sublease, by and between Mesoblast Limited and Collins Place Pty Ltd, AMP Capital Investors Limited, and Australia and New Zealand Banking Group Limited, dated April 21, 2014 \(incorporated by reference to Exhibit 10.22 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.12 [Form of 2012 Deed of Indemnity, Insurance and Access \(incorporated by reference to Exhibit 10.23 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.13 [Form of 2014 Deed of Indemnity, Insurance and Access \(incorporated by reference to Exhibit 10.24 to the Company's Registration Statement on Form F-1 filed with the SEC on November 2, 2015\).](#)
- 4.14† [Patent License and Settlement Agreement with TiGenix S.A.U., dated December 14, 2017 \(incorporated by reference to Exhibit 4.21 to the Company's Annual Report on Form 20-F filed with the SEC on August 31, 2018\).](#)
- 4.15† [Loan and Security Agreement by and among Mesoblast Limited, Mesoblast UK Limited, Mesoblast International \(UK\) Limited, Mesoblast, Inc., Mesoblast International Sàrl and Hercules Capital, Inc., dated March 6, 2018 \(incorporated by reference to Exhibit 4.22 to the Company's Annual Report on Form 20-F filed with the SEC on August 31, 2018\).](#)
- 4.16† [Loan and Security Agreement by and between Mesoblast Limited, Mesoblast UK Limited, Mesoblast, Inc., Mesoblast International \(UK\) Limited, Mesoblast International Sàrl and NQP SPV II, L.P., dated June 29, 2018 \(incorporated by reference to Exhibit 4.23 to the Company's Annual Report on Form 20-F filed with the SEC on August 31, 2018\).](#)
- 4.17† [Development and Commercialization Agreement by and between Mesoblast Inc., Mesoblast International Sàrl and Tasly Pharmaceutical Group Co., Ltd, dated July 17, 2018 \(incorporated by reference to Exhibit 4.24 to the Company's Annual Report on Form 20-F filed with the SEC on August 31, 2018\).](#)
- 4.18✓ [Supplementary Agreement for Additional License by and between Mesoblast International Sàrl and JCR Pharmaceuticals Co., Ltd., dated October 12, 2018 \(incorporated by reference to Exhibit 4.25 to the Company's Annual Report on Form 20-F filed with the SEC on September 9, 2019\).](#)
- 4.19✓ [First Amendment to Loan and Security Agreement by and among Mesoblast Limited, Mesoblast UK Limited, Mesoblast International \(UK\) Limited, Mesoblast, Inc., Mesoblast International Sàrl and Hercules Capital, Inc., dated January 11, 2019 \(incorporated by reference to Exhibit 4.26 to the Company's Annual Report on Form 20-F filed with the SEC on September 9, 2019\).](#)

4.20 ✓	Second Supplementary Agreement for Additional License by and between Mesoblast International Sarl and JCR Pharmaceuticals Co., Ltd., dated June 5, 2019 (incorporated by reference to Exhibit 4.27 to the Company's Annual Report on Form 20-F filed with the SEC on September 9, 2019).
4.21	Employee Share Option Plan (incorporated by reference to Exhibit 99.1 to the Company's Registration Statement on Form S-8 filed with the SEC on July 27, 2020).
4.22 ✓	Development and Commercialization Agreement by and between Mesoblast Limited and Mesoblast International Sarl and Grünenthal GmbH, dated September 9, 2019 (incorporated by reference to Exhibit 4.22 to the Company's Annual Report on Form 20-F filed with the SEC on September 3, 2020).
4.23 ✓	Manufacturing Services Agreement by and between Lonza Biosciences Singapore Pte. Ltd. and Mesoblast International Sarl, dated October 9, 2019 (incorporated by reference to Exhibit 4.23 to the Company's Annual Report on Form 20-F filed with the SEC on September 3, 2020).
4.24 ✓	Second Amendment to Loan and Security Agreement by and among Mesoblast Limited, Mesoblast UK Limited, Mesoblast International (UK) Limited, Mesoblast, Inc., Mesoblast International Sarl and Hercules Capital, Inc., dated December 17, 2019 (incorporated by reference to Exhibit 4.24 to the Company's Annual Report on Form 20-F filed with the SEC on September 3, 2020).
4.25 ✓	Third Amendment to Loan and Security Agreement by and among Mesoblast Limited, Mesoblast UK Limited, Mesoblast International (UK) Limited, Mesoblast, Inc., Mesoblast International Sarl and Hercules Capital, Inc., dated February 25, 2020 (incorporated by reference to Exhibit 4.25 to the Company's Annual Report on Form 20-F filed with the SEC on September 3, 2020).
4.26 ✓	Fourth Amendment to Loan and Security Agreement by and among Mesoblast Limited, Mesoblast UK Limited, Mesoblast International (UK) Limited, Mesoblast, Inc., Mesoblast International Sarl and Hercules Capital, Inc., dated August 15, 2020 (incorporated by reference to Exhibit 4.26 to the Company's Annual Report on Form 20-F filed with the SEC on September 3, 2020).
4.27* ✓	Amendment to Development and Commercialization Agreement by and between Mesoblast Limited and Mesoblast International Sarl and Grünenthal GmbH dated June 30, 2021.
4.28* ✓	Fifth Amendment to Loan and Security Agreement by and among Mesoblast Limited, Mesoblast UK Limited, Mesoblast International (UK) Limited, Mesoblast, Inc., Mesoblast International Sarl and Hercules Capital, Inc., dated January 28, 2021.
4.29* ✓	Sixth Amendment to Loan and Security Agreement by and among Mesoblast Limited, Mesoblast UK Limited, Mesoblast International (UK) Limited, Mesoblast, Inc., Mesoblast International Sarl and Hercules Capital, Inc., dated May 26, 2021.
4.30* ✓	Seventh Amendment to Loan and Security Agreement by and among Mesoblast Limited, Mesoblast UK Limited, Mesoblast International (UK) Limited, Mesoblast, Inc., Mesoblast International Sarl and Hercules Capital, Inc., dated August 19, 2021.
4.31*	Form of Warrant to purchase Ordinary Shares.
8.1*	List of Significant Subsidiaries of Mesoblast Limited.
10*	Consent of independent registered public accounting firm.
12.1*	Certification of the Chief Executive Officer pursuant to rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to section 302 of the Sarbanes-Oxley Act of 2002.
12.2*	Certification of the Chief Financial Officer pursuant to rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to section 302 of the Sarbanes-Oxley Act of 2002.
13.1*	Certification of the Chief Executive Officer pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002.
13.2*	Certification of the Chief Financial Officer pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002.
99.1*	Appendix 4E preliminary final report for the twelve months to June 30, 2021.
99.2*	Auditor's independence declaration, dated August 31, 2021.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

Indicates management contract or compensatory plan.

* Filed herewith.

† Confidential treatment has been requested for portions of this exhibit. These portions have been omitted and have been filed separately with the Securities and Exchange Commission.

✓ Certain confidential portions of this exhibit were omitted by means of marking such portions with brackets (“[***]”) because the identified confidential portions are not material and would be competitively harmful if publicly disclosed.

SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this annual report on its behalf.

Mesoblast Limited

By:	<u>/s/ Joseph R Swedish</u>
Name:	Joseph R Swedish
Title:	Chairman
By:	<u>/s/ Silviu Itescu</u>
Name:	Silviu Itescu
Title:	Chief Executive Officer

Dated: August 31, 2021

*** = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, IS OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED

30 June 2021

Mesoblast Limited and Mesoblast International Sàrl
and

Grünenthal GmbH

DEED AMENDING AND RESTATING THE DEVELOPMENT AND COMMERCIALIZATION
AGREEMENT

This DEED (the “**Deed**”) is made as of 30 June 2021 by and between, on the one hand, Mesoblast Limited with a place of business at 55 Collins Street, Level 38, Melbourne 3000, Victoria Australia (“**Mesoblast Limited**”) and Mesoblast International Sàrl, a Swiss société a responsabilité limitée, with its principal place of business located at Route de Pre-Bois 20, c/o Accounting & Management Service SA, 1217 Meyrin, Switzerland (“**Mesoblast Sàrl**,” and together with Mesoblast Limited, “**MSB**”) and, on the other hand, Grünenthal GmbH, with a place of business at Zieglerstraße 6, 52078 Aachen, Germany (“**Grünenthal**” or “**GRT**”). MSB and Grünenthal are each referred to herein by name or, individually, as a “**Party**” or, collectively, as the “**Parties**.” (together the “**Parties**”, and each a “**Party**”).

WHEREAS

- (A) The Parties entered into a Development and Commercialization Agreement dated 9 September 2019, as amended from time to time prior to the date hereof (the “**Original DCA**”).
- (B) The Parties have agreed to amend and restate the Original DCA in the form set out in the Schedule (*Amended and Restated DCA*) to this Deed.

1. DEFINITIONS AND INTERPRETATION

Save as otherwise expressly provided herein, terms defined in the Original DCA shall be attributed the same meaning in this Deed.

2. AMENDMENT AND RESTATEMENT OF THE ORIGINAL DCA

- 2.1 The Parties hereby agree that with effect from (and including) the date of this Deed the Original DCA shall be amended and restated (the “**Amended and Restated DCA**”) to be in the form of the Schedule (*Amended and Restated DCA*) to this Deed, which shall supersede the Original DCA and all previous amendments to the Original DCA in their entirety.
- 2.2 Grünenthal hereby waives any and all rights:
 - (a) to terminate the Original DCA pursuant to Section [***]of the Original DCA; and
 - (b) to receive any re-payment of the \$2,500,000 (two million five hundred thousand) CMC Milestone paid by Grünenthal to MSB prior to the date of this Deed (the “**Paid CMC Milestone Amount**”),

in each case, which may have accrued on or prior to the date of this Deed. For the avoidance of doubt, clause 2.2(b) above shall be without prejudice to any right to receive re-payment of the Paid CMC Milestone Amount that may arise after the date of this Deed in accordance with Section [***] of the Amended and Restated DCA.

3. MISCELLANEOUS

Sections 11.1, 11.2, 14.4, 15.1, 15.3 through 15.15 (inclusive) of the Amended and Restated DCA shall apply mutatis mutandis to this Deed. For clarity, this Deed is indivisible from the Amended and Restated DCA and may only be assigned as part thereof.

IN WITNESS whereof the Parties hereto have duly executed and delivered this document as a deed on the day, month and year first written before.

[The remainder of this page left blank intentionally; signature pages attached behind.]

Signed, sealed and delivered as a deed
by **MESOBLAST LIMITED**

)
)
) /s/ Silviu Itescu.....
) (By)
)
)
)
) Silviu Itescu,Director.....
) (Name, Title)
)

)
)
) /s/ Niva Sivakumar.....
) Signature of witness
)
)
) Niva Sivakumar, Company Secretary.....
) Name of witness
)

Signed, sealed and delivered as a
deed by **MESOBLAST International SÀRL**

)
)
)
) /s/ Ralph Challancin.....
) (By)
)
)
) Ralph Challancin,
) Director.....
) (Name, Title)

)
)
)
) Signature of witness
)
)
)
) Name of witness

Signed, sealed and delivered as a deed by **GRÜNENTHAL GMBH**

acting by two directors.

)
)
)
) /s/ Gabriel
) Baertschi.....
) Gabriel Baertschi (Director)
)
)
)/s/ Dr. Jan Adams.....
) Dr. Jan Adams (Director)

)
)
) /s/ Ralf Radermacher.....
) Signature of witness
)
)
) Ralf Radermacher, Senior Vice President, Corporate Development and
) Licensing.....
) Name of witness

Schedule
(Amended and Restated DCA)

**AMENDED AND RESTATED
DEVELOPMENT AND COMMERCIALIZATION AGREEMENT**

**Between
Mesoblast Limited and Mesoblast International Sàrl
and**

**Grünenthal GmbH
Executed: 30 June 2021
Effective: 9 September 2019**

Table of Contents

Article 1 DEFINITIONS	6
Article 2 GOVERNANCE	21
2.1. Joint Steering Committee	21
2.2. Membership	22
2.3. Meetings	23
2.4. Initial Period	23
2.5. Governance following Continuation Date.	23
2.6. Committee Authority	24
2.7. Alliance Managers	24
2.8. Day-to-Day Responsibilities	24
2.9. Expert Determination	25
2.10. MSB Personnel.	25
Article 3 RIGHTS AND EXCLUSIVITY	26
3.1. Rights of Grünenthal	26
3.2. Rights of MSB	27
3.3. No Contravention	28
3.4. No Other Rights	28
3.5. Exclusivity of Efforts	29
[***]	30
[***]	30
Article 4 Initial DEVELOPMENT	31
4.1. General	31
4.2. MSB Development.	31
4.3. Initial Development Plan	31
4.4. Inclusion of European Patients.	32
4.5. Grünenthal Assistance.	32
4.6. Development Data, Regulatory Materials and Other Reporting Obligations	33
4.7. Conduct	33
4.8. Development Costs	34
4.9. Continuation.	34
Article 5 CONTINUATION DEVELOPMENT	35
5.1. Continuation Development	35
5.2. Grünenthal Development	35
5.3. Continuation Development Plan.	36
5.4. Regulatory Meetings and HTA Meetings	36
5.5. Label Extensions and Lifecycle Management.	37
5.6. Regulatory Meetings Outside the Territory	37
5.7. European Clinical Trials	37
5.8. Development Data, Regulatory Materials and Other Reporting Obligations	38
5.9. Conduct	39
5.10. Development Costs	39

Article 6	COMMERCIALIZATION AND MEDICAL AFFAIRS	39
6.1.	General	39
6.2.	Commercialization Plan	39
6.3.	Pricing	40
6.4.	Diligence Obligations	40
6.5.	Conflicts of Interest	40
6.6.	Medical Affairs Activities	40
6.7.	Reporting	41
6.8.	Commercialization Review Board.	41
6.9.	Commercialization Costs	42
6.10.	Territorial Considerations.	42
Article 7	MANUFACTURE / SUPPLY	42
7.1.	Development Supply	42
7.2.	Specifications	42
7.3.	Regulatory Approvals for Manufacture.	43
7.4.	Direct Supply From Third Party Manufacturers	43
7.5.	Maintenance of Master Cell Banks.	44
7.6.	Manufacturing Technology Transfer.	44
Article 8	REGULATORY AND RELATED MATTERS	44
8.1.	Regulatory Matters	44
8.2.	Regulatory Cooperation	46
8.3.	Exchange of Data	46
8.4.	Audit Rights.	47
8.5.	Safety Data Exchange Agreement	48
Article 9	PAYMENTS	48
9.1.	Fees and Royalty	48
9.2.	Payment Method	50
9.3.	Taxes	51
9.4.	Inspection of Records	51
9.5.	Late Payment	52
9.6.	Currency Conversion	52
9.7.	Acknowledgement	52
Article 10	INTELLECTUAL PROPERTY	53
10.1.	Ownership of Inventions	53
10.2.	Patent Prosecution	53
10.3.	Defense of Third Party Infringement Claims	54
10.4.	Enforcement	55
10.5.	Regulatory Exclusivity	56
10.6.	Patent Marking	57
10.7.	Data	57
10.8.	Trademarks	57
10.9.	Recordal of Licence	57

Article 11 CONFIDENTIALITY		57
11.1.	Confidentiality; Exceptions	57
11.2.	Authorized Use and Disclosure	58
11.3.	Prior Agreements	59
11.4.	Scientific Publications	59
11.5.	Publicity	60
11.6.	Common Interest	61
Article 12 REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION		62
12.1.	Grünenthal Representations and Warranties	62
12.2.	MSB's Warranties	62
12.3.	MSB Product Technology Warranties and Covenants	64
12.4.	Disclaimer of Warranties	65
12.5.	Indemnification	65
12.6.	Limitation of Liability	66
12.7.	Insurance	67
Article 13 TERM AND TERMINATION		67
13.1.	Term	67
13.2.	Grünenthal Termination Rights	67
13.3.	Termination for Failure to Provide Continuation Notice.	69
13.4.	Termination for Breach	69
13.5.	Termination for Patent Challenge	70
13.6.	Termination for Insolvency	70
13.7.	[***].	71
13.8.	General Effects of Expiration or Termination	71
13.9.	Additional Effects of Certain Terminations	71
13.10.	Termination Press Releases	73
13.11.	No Prejudice	74
Article 14 DISPUTE RESOLUTION		74
14.1.	Dispute Resolution	74
14.2.	Committee Disputes	74
14.3.	Other Disputes	74
14.4.	Binding Arbitration.	75
14.5.	Patent Dispute Resolution	76
14.6.	Interim Relief	76
Article 15 MISCELLANEOUS		76
15.1.	Governing Law	76
15.2.	Assignment	76
15.3.	Notices	77
15.4.	English Language	78
15.5.	Waiver	78
15.6.	Severability	78

15.7.	Joint and Several Liability	78
15.8.	No Third Party Beneficiaries	79
15.9.	Entire Agreement/Modification	79
15.10.	Relationship of the Parties	79
15.11.	Force Majeure	79
15.12.	Compliance with Applicable Law; Anti-Corruption; Grünenthal Business Partner Code of Conduct	80
15.13.	Further Assurance	80
15.14.	Costs	81
15.15.	Counterparts	81

AMENDED AND RESTATED DEVELOPMENT AND COMMERCIALIZATION AGREEMENT

This AMENDED AND RESTATED DEVELOPMENT AND COMMERCIALIZATION AGREEMENT (the “**Agreement**”) is made effective as of September 9, 2019 (the “**Effective Date**”) by and between, on the one hand, Mesoblast Limited with a place of business at 55 Collins Street, Level 38, Melbourne 3000, Victoria Australia (“**Mesoblast Limited**”) and Mesoblast International Sàrl, a Swiss société a responsabilité limitée, with its principal place of business located at Route de Pre-Bois 20, c/o Accounting & Management Service SA, 1217 Meyrin, Switzerland (“**Mesoblast Sàrl**,” and together with Mesoblast Limited, “**MSB**”) and, on the other hand, Grünenthal GmbH, with a place of business at Zieglerstraße 6, 52078 Aachen, Germany (“**Grünenthal**” or “**GRT**”). MSB and Grünenthal are each referred to herein by name or, individually, as a “**Party**” or, collectively, as the “**Parties**.”

BACKGROUND

A. Mesoblast Limited or its Affiliates own and control (clinical) data, intellectual property, the right to manufacture and other rights in and to that certain proprietary mesenchymal precursor cell product (including the Product, as defined below).

B. The Parties will collaborate to complete the Development of Product and Grünenthal will obtain the right to Commercialize Product within the Field throughout the Territory (each capitalized term as defined below), all on the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements provided herein below and other consideration, the receipt and sufficiency of which is hereby acknowledged, Grünenthal and MSB hereby agree as follows:

Article 1
DEFINITIONS

The following capitalized terms have the meanings given in this Article 1 when used in this Agreement:

1.1. “**Accounting Standards**” means, with respect to a Person, then current generally accepted accounting principles consistently applied by such Person across its operations, including International Financial Reporting Standards (IFRS) and/or German Generally Accepted Accounting Principles.

1.2. “**Affiliate**” means with respect to a Person, any other Person controlling, controlled by or under common control with such first Person, for so long as such control exists. For purposes of this Section 1.2 only, “control” means (a) direct or indirect ownership of fifty per cent (50%) or more (or, if less than fifty per cent (50%), the maximum ownership interest permitted by

Applicable Law) of the stock or shares having the right to vote for the election of directors of such Person, or (b) the possession, directly or indirectly, of the power to direct, or cause the direction of, the management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

1.3. “**Amendment and Restatement Date**” means 30 June 2021.

1.4. “**Annual Net Sales**” means, subject to Section 9.1.4, with respect to a particular Annual Period, aggregate Net Sales of Product during such Annual Period in each country in the Territory.

1.5. “**Annual Period**” means (a) for the calendar year during which the First Commercial Sale of Product in the Territory occurs, the period commencing on the date of such First Commercial Sale and ending on December 31st of such year (or the date this Agreement is terminated if such termination is effective prior to December 31), (b) for each successive calendar year thereafter during the Term (other than the calendar year in which this Agreement is terminated) the period beginning on January 1st of such year and ending on December 31st of such year, and (c) for the calendar year in which this Agreement is terminated, the period beginning on January 1st of such calendar year and ending on the effective date of the termination of this Agreement.

1.6. “**Anti-Corruption Laws**” means any and all applicable anti-corruption laws and regulations, including those laws and regulations for combatting bribery of foreign public officials in the United States, Australia, Switzerland and Germany including the United States Foreign Corrupt Practices Act, the UK Bribery Act 2010, and the Organization for Economic Co-operation and Development (OECD) Convention, each in its then current version.

1.7. “**Applicable Law**” means any and all laws, ordinances, orders, rules, rulings, directives and regulations of any kind whatsoever of any Regulatory Authority or other governmental authority within any jurisdiction that are applicable to a Party’s activities under this Agreement.

1.8. “**Assignee**” means any Third Party that is assigned or transferred, or succeeds to, the rights and obligations of a Party under this Agreement.

1.9. “**Business Day**” means any day except a Saturday, Sunday or any other day on which commercial banks in Düsseldorf, Germany or Melbourne, Australia are authorized or required by law to remain closed.

1.10. “**cGxP**” means then-current good manufacturing, clinical, pharmacovigilance or laboratory practices and quality system regulations, as applicable, promulgated by any applicable Regulatory Authority.

1.11. “**CMO**” means each Third Party contract manufacturer with whom MSB or Grünenthal may from time to time enter into an agreement for the Manufacture of the Product for the Territory. As of the Amendment and Restatement Date, CMO shall mean those entities listed in Exhibit 1.11.

1.12. “**COGS**” means, with respect to any Product Manufactured by or on behalf of a Party, the [***]cost of that Party incurred in the Manufacture of the relevant Product ready for delivery at the relevant delivery location as calculated in accordance with that Party’s internal accounting policies in a manner consistent with Accounting Standards and the methodology employed by that Party for other products applied on a consistent basis [***]

1.13. “**Commercialization**” means, with respect to a [***]product (including the Product), any and all processes and activities conducted to establish and maintain sales for such product, including obtaining and maintaining Pricing Approvals, market access activities, coding and patient access, offering for sale, detailing, selling (including launching), marketing (including pre-launch and launch, as well as advertising activities), promoting, storing, transporting, distributing, and importing such product, but shall exclude Development and Manufacture of such product. For clarity, Commercialization includes activities traditionally conducted by sales representatives (including field sales, institutional sales, pharmacy/trade sales and managed care sales representatives) and other individuals having similar functions. “**Commercialize**”, “**Commercialized**” and “**Commercializing**” shall have their correlative meanings.

1.14. “**Commercially Reasonable Efforts**” means, with respect to a Person, [***]and other relevant factors applicable to the pharmaceutical/biotech industry. As appropriate consistent with the foregoing, Commercially Reasonable Efforts shall require the applicable Party to: [***] When determining its Commercially Reasonable Efforts, neither Party shall [***]

1.15. “**Competing Product**” means any similar [***]intended for use within the Field, other than the Product.

1.16. “**Control**” means, with respect to any particular Know-How or a particular Patent, possession by the Party granting the applicable right, license, access or release to the other Party as provided herein of the power and authority, whether arising by ownership, license, or other authorization, to disclose and deliver the particular Know-How to the other Party, and to grant and authorize under such Know-How or Patent the right, license, access or release, as applicable, of the scope granted to such other Party in this Agreement without giving rise to any violation of the terms of any written agreement with any Third Party existing at the time such disclosure is first made or such right, license, access or release first comes into effect hereunder. “**Controlled**” and “**Controlling**” have their correlative meanings. Notwithstanding anything to the

contrary in this Agreement, in the event that a Third Party merges or consolidates with or acquires a Party or an Affiliate of a Party, or a Party or an Affiliate of a Party transfers to a Third Party all or substantially all of its assets to which this Agreement relates (such Third Party and its Affiliates immediately prior to such merger, consolidation or transfer (the “**Acquisition Transaction**”), collectively, the “**Acquiring Entities**”), the following shall not be deemed to be Controlled by such Party or its Affiliates for purposes of this Agreement: (a) any subject matter controlled (whether by ownership, license or otherwise) by any Acquiring Entity immediately prior to the effective date of such Acquisition Transaction, and (b) any subject matter independently developed or acquired by or on behalf of any Acquiring Entity after an Acquisition Transaction, without accessing or practicing subject matter within the Product Technology or any other technology or information made available to such Party by the other Party under this Agreement.

1.17. “**CTA**” means the application for a clinical trial authorization as required from the competent Regulatory Authority for the performance of clinical trials as regards investigational medicinal products.

1.18. “**CTA Approval**” means any Regulatory Approval necessary for the initiation of recruitment at clinical trial sites (including those required from any Regulatory Authority, EC, IRB or additional relevant committee) or any import certificate necessary for the import of the investigational medicinal product to which a clinical trial relates;

1.19. “**Data**” means any and all data of any kind including, preclinical data, non-clinical data, pharmacology data, biological, pharmaceutical and quality related data (including analytical, product characterization, manufacturing, and stability data), toxicology data, clinical data (including investigator reports (both preliminary and final), statistical analyses, expert opinions and reports, safety data and other electronic databases), analytical, process and quality assurance/control data and stability data, in each case together with supporting data.

1.20. “**Data Package**” means a copy of the Biologics License Application (as provided for in 42 U.S.C. § 262 and 21 C.F.R. Part 601) or equivalent (“**BLA**”) submitted to the FDA for the Product within the Field in electronic format.

1.21. “**Debarred Entity**” means a Person (other than an individual) that has been debarred by the FDA pursuant to 21 U.S.C. § 335a (a) or (b), or by another Regulatory Authority pursuant to a comparable statute, from submitting or assisting in the submission of any application for any abbreviated or other drug application/registration or generation or preparation of any data with respect thereto, or any affiliate of such Person.

1.22. **“Debarred Individual”** means an individual who has been debarred by the FDA pursuant to 21 U.S.C. § 335a (a) or (b), or by another Regulatory Authority pursuant to a comparable statute, from providing services in any capacity (including generation or preparation of data) to a Person that has an approved or pending drug application/registration.

1.23. **“Development”** means, with respect to a [***]product (including the Product), any and all processes and activities, including research, development (non-clinical and clinical) and regulatory affairs activities and interface conducted to obtain, maintain or expand Regulatory Approvals for such product, including preclinical testing, test method development and stability testing, toxicology, formulation, process development, quality assurance/control development, statistical analysis, clinical trials, quality of life assessments, pharmacoeconomics, health outcomes, post-marketing studies, patient registries, label expansion studies, and further activities relating to development or preparation of such product for Commercialization. **“Develop”**, **“Developed”** and **“Developing”** have their correlative meanings.

1.24. **“Development Plan”** means, individually, each of the Initial Development Plan or the Continuation Development Plan (as applicable).

1.25. **“Dollar”** means a United States dollar, and “\$” shall be interpreted accordingly.

1.26. **“Dossier”** means the complete regulatory dossier or any preliminary versions thereof, in common electronic technical document (“eCTD”) format, containing a core set of Product information submitted in the U.S.A. as part of the BLA for the Product including quality and clinical data.

1.27. **“EMA”** means the European Medicines Agency, or any successor agency(ies) thereto.

1.28. **“Euro”** means the single currency of participating member states of the European Union, and “€” shall be interpreted accordingly.

1.29. **“Ex-Field Product”** means any [***]product (or combination product incorporating a [***]product) Developed or Commercialized during the Term by or under authority of MSB or its Affiliates for applications outside of the Field (as shown by its Development or labeling); provided, however, that an Ex-Field Product excludes any Competing Product in the Territory.

1.30. **“FDA”** means the United States Food and Drug Administration, or any successor agency(ies) thereto.

- 1.31. “**Field**” means treatment of discogenic chronic back pain, disc degeneration and/or functional disability, in each case by local delivery into or close to the intervertebral disc space in humans.
- 1.32. “**First Commercial Sale**” means, with respect to a country in the Territory, the first sale for use or application by an end user of the Product with a patient after Marketing Approval and Pricing Approval in such country, but excluding sales of Product (a) for clinical study purposes, (b) for compassionate, named patient or similar purposes and (c) to private payers.
- 1.33. “**First Phase III Clinical Trial**” means that certain clinical trial program for the Product ongoing as of the Effective Date [***]conducted pursuant to the clinical trial protocol therefor, as may be required to be modified by the relevant institution review board (“**IRB**”), ethics committee (“**EC**”) or Regulatory Authority.
- 1.34. “**Gross Margin**” means, with respect to Product sold in any country in Europe in any Quarter, (a) Net Sales of such Product minus COGS of such Product (calculated by considering a central warehouse of Grünenthal or one of its Affiliates in Europe as the delivery location) divided by (b) Net Sales of such Product (expressed as a percentage).
- 1.35. “**GRT Improvement Patent**” means any GRT Sole Patent that claims or discloses a GRT Sole Invention [***]
- 1.36. “**GRT Know-How**” means any Know-How that (a) is generated by or on behalf of the Grünenthal or its Affiliates from the activities conducted hereunder or (b) is used by or on behalf of Grünenthal or its Affiliates in the course of such activities.
- 1.37. “**GRT Patents**” means the GRT Sole Patents and Grünenthal’s interest in the Joint Patents.
- 1.38. “**Grünenthal Business Partner Code of Conduct**” means the principles and requirements stipulated in Exhibit 15.12.3, as may be amended by Grünenthal from time to time.
- 1.39. “**ICH**” means the International Council for Harmonisation of Technical Requirements for Pharmaceuticals for Human Use, or any successor association(s) thereto.
- 1.40. “**Initial Period**” means the period beginning on the Amendment and Restatement Date and ending on the Continuation Date.
- 1.41. “**Key Person**” means any employee, director or consultant of MSB identified as key personnel in Exhibit 2.10.1 and any replacement to any such individual appointed in accordance with Section 2.10.3.

1.42. **“Know-How”** means any and all information and materials comprising (a) ideas, discoveries, inventions (whether or not patentable), patent disclosures, improvements or trade secrets, (b) Data, (c) databases, practices, methods (including analytical methods), techniques, processes (including manufacturing and production process), specifications, formulations, formulae or knowledge, or (d) research materials, reagents or compositions of matter.

1.43. **“Knowledge”** means, with respect to a Party, the actual knowledge of the Party. For clarity, any representation or warranty to a Party’s Knowledge regarding any Patents (including the non-existence or non-infringement thereof) shall not imply an obligation for such Party to conduct, or be construed that such Party has conducted, a search for Patents or other freedom to operate analysis.

1.44. **“MAA”** (Marketing Approval Application) means an application (including a BLA) or submission for Marketing Approval filed with a Regulatory Authority to obtain marketing clearance or approval for a [***] product (including the Product) in the applicable jurisdiction.

1.45. **“Major European Market”** means each of Germany, France and the United Kingdom.

1.46. **“Manufacture”** means, with respect to any [***] product (including the Product) or any component of any such product, any and all processes and activities conducted for the manufacture, production or processing of such product including the active biological ingredient(s) therein, including activities performed in support of CMC (chemistry, manufacturing and controls), formulating active biologic ingredients into the final dosage form for incorporation into such product, packaging, physical and regulatory labeling and other finishing activities, quality control testing and quality assurance, in each case with respect to such product, and further including the storing and processing of data related to the foregoing activities. For clarity, Manufacturing shall include the manufacture of preclinical, non-clinical, engineering, validation, clinical and commercial batches of such Product. **“Manufacturing”** and **“Manufactured”** have correlative meanings.

1.47. **“Manufacturing Technology Transfer Plan”** means a plan prepared by the [***]for the Manufacture of the Product from MSB or its CMO to a Third Party Manufacturer designated by Grünenthal.

1.48. **“Marketing Approval”** means, with respect to a [***]product (including the Product) in a particular jurisdiction, approval (whether accelerated, conditional or unconditional, including supplements, amendments, variations and pre-post-approvals) or other permission (excluding Pricing Approvals) by the applicable Regulatory Authorities sufficient to initiate marketing and sales of such product in such jurisdiction.

1.49. **“Medical Affairs Activities”** means devising, planning and executing medical affairs strategies and activities, including articulation of scientific and clinical value, data generation (including generation of real world evidence), publication strategy, medical education activities, congress activities, defining medical and science liaison (“MSL”) deployment strategies and scientific story flows, conducting other activities traditionally conducted by MSLs, health economics and outcomes researchers and other individuals having similar functions, including gathering and maintaining user feedback, medical and pharmacovigilance information and establishing and maintaining one or more call centers in connection therewith, and developing and maintaining partnerships with key opinion leaders.

1.50. **“MPCs”** (mesenchymal precursor cells) means a population of cells that [***]

1.51. **“MSB Improvements”** means any and all improvements, modifications or enhancements of Product, any component of Product, or the use, Manufacture, delivery, or formulation of Product Controlled by MSB. For clarity, Know-How comprising and Patents claiming MSB Improvements shall be included within Product Technology.

1.52. **“MSB Loan Agreement”** means the loan and security agreement between [***].

1.53. **“MSB MPC Platform”** means MSB’s and/or its Affiliates’ proprietary regenerative medicine platform comprising the use of a population of cells [***].

1.54. **“Net Sales”** means gross amounts invoiced by Grünenthal, its Affiliates or any Third Party sublicensee acting under the authority of Grünenthal (each, a **“Selling Party”**) for sales of Product (in final labeled and packaged form, together with any component, agent, delivery device, or dispensing device required by the applicable Marketing Approval) less the following: [***] in each case as determined from books and records of the Selling Party maintained in accordance with Accounting Standards. Sales of Product between or among any Selling Parties shall be excluded from the computation of Net Sales except where such sales are solely intended for end use by that Selling Party who is purchasing, but Net Sales shall include the subsequent final sales to Third Party customers by a Selling Party. If a sale, transfer or other disposition with respect to Product involves consideration other than cash or is not at arm’s length then the Net Sales from such sale, transfer or other disposition shall be the arm’s length fair market value that would have been invoiced by the Selling Party, which generally will mean the Selling Party’s average sales price in the relevant country for the Relevant Period. Any amount described in clauses (a) through (e), inclusive, shall only be deducted once regardless of whether such amount is described in more than one (1) clause under this Section 1.54.

All of the foregoing shall be calculated in accordance with the local Accounting Standards. With respect to each Annual Period for which Net Sales are calculated, there shall be included appropriate accruals for all of the items listed in clauses (a) through (e) of the immediately preceding paragraph, calculated in accordance with the Accounting Standards, as increased or decreased (as applicable) by the difference between actuals and accruals for all such items in the prior Annual Period. A sale of a Product is deemed to occur in accordance with the Accounting Standards.

1.55. **“New Phase III Clinical Trial”** means the second phase 3 clinical trial program for the Product conducted and controlled by MSB for the purpose of generating data intended to enable (a) Marketing Approval by the FDA and (b) potentially (i) Marketing Approval by the EMA and (ii) Pricing Approval in the Territory, in each case ((a) and (b)) for the Product within the Field, and conducted by or on behalf of MSB pursuant to a clinical trial protocol and statistical analysis plan consistent with the parameters of the clinical TPP (set forth in Part A of Exhibit 1.86 hereto) as may be modified to address input received by MSB from any relevant IRB, EC or Regulatory Authority.

1.56. **“Non-Product-Specific Patent”** means any Product Patent that is not a Product-Specific Patent.

1.57. **“Other MSB MPC [***]Product”** means a [***].

1.58. **“Other MSB [***]Product”** means a [***]

1.59. **“Patent”** means any of the following, whether existing now or in the future anywhere in the Territory: (a) any issued patent, including inventor’s certificates, substitutions, extensions, confirmations, reissues, re-examination, renewal, supplemental protection certificates, any counterparts claiming priority therefrom, or any like governmental grant for protection of inventions, and any patents resulting from any post-grant proceeding involving any of the foregoing; and (b) any pending patent application (or application for any of the foregoing), including any continuation, divisional, substitution, continuation-in-part, provisional and converted provisional applications.

1.60. **“Person”** means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization or government or political subdivision thereof.

1.61. **“Pricing Approval”** means the approval, agreement, or determination by the competent (quasi-) governmental authority (including national health technology assessment bodies (“HTA”)) establishing the commercial reimbursed price for the Product for the applicable country(ies) within the Territory for the complete patient population in line with the inclusion criteria of the New Phase III Clinical Trial and, if applicable, any additional Europe-specific Phase III Clinical Trial.

1.62. **“Product”** means that certain formulation of rexlemestrocel-L (USAN), known as MPC-06-ID (**“MPC-06-ID”**), in all presentations, together with such modifications, or lifecycle updates and label extensions to such formulation as may be Developed under this Agreement ([***])

1.63. **“Product Asset”** means (i) any Product-Specific Patent in the Territory and (ii) any other intellectual property right, material (including donor cell banks), information, data or other asset owned or Controlled by MSB or any of its Affiliates and necessary for or used primarily in the Development of the Product for the Field for the Territory.

1.64. **“Product Know-How”** means any and all Know-How Controlled by MSB or its Affiliates during the Term that is necessary or useful for the Development, Manufacture or Commercialization of, or conduct of Medical Affairs Activities for, Product [***] within the Field for the Territory in accordance with this Agreement. For clarity, Product Know-How shall include Know-How comprising (a) MSB Sole Inventions, (b) MSB's interest in Joint Inventions and (c) MSB Improvements.

1.65. **“Product Patents”** means any and all Patents in the Territory Controlled by MSB or its Affiliates during the Term claiming [***] As at the Amendment and Restatement Date, the Product Patents are as set out at Exhibit 1.65 and Exhibit 1.67, and MSB will periodically (and, in any event, at least once every six (6) months) update the lists to reflect changes thereto during the Term.

1.66. **“Product Technology”** means Product Patents and Product Know-How.

1.67. **“Product-Specific Patent”** means any Product Patent that (a) is listed on Exhibit 1.67, (b) is created (via claim amendments, continuing application or otherwise) pursuant to Section 10.2.4 or (c) contains only Product-Specific Claims. **“Product-Specific Claim”** means any claim within a Patent with only one or more of the following within its scope and no other material subject matter:[***] A list of Product-Specific Patents is set out at Exhibit 1.67, and MSB will periodically (and, in any event, at least once every six (6) months) update the list to reflect updates thereto during the Term; provided, however, that MSB shall not remove any Patents from the list, unless and until such Patent has expired.

1.68. **“Prosecution and Maintenance”** means, with respect to a Patent, (a) the preparing, filing, prosecuting and maintenance of such Patent (including conducting all correspondence and interactions with any government office or court having jurisdiction over the same), including the right to apply for Patents pursuant to The Agreement on Trade-Related Aspects of Intellectual Property Rights or pursuant to any other convention, treaty, agreement or

understanding and (b) seeking, conducting or defending re-examinations, reissues, requests for Patent term extensions and the like with respect to such Patent, together with the conduct of interferences, inter partes reviews, post-grant reviews, the defense of oppositions and other similar proceedings with respect to the particular Patent (whether before or after issuance); and “**Prosecute and Maintain**” and “**Prosecuting and Maintaining**” have their correlative meanings.

1.69. “**Quarter**” means a three (3) month period of each calendar year ending on March 31, June 30, September 30 or December 31, as applicable. “**Quarterly**” has a correlative meaning.

1.70. “**Regulatory Approval**” means, with respect to a [***]product (including the Product) in a particular jurisdiction, any Marketing Approval, Pricing Approval and all clearances, approvals, licenses, registrations or authorizations necessary for the Development, Manufacture and Commercialization of such product in such jurisdiction, including any tissue bank licenses for the Manufacture of such product by the competent Regulatory Authority. Regulatory Approvals include approvals (or other clearance) of applications or submissions filed with or submitted to any Regulatory Authority necessary to initiate or conduct any clinical trial in conformance with the requirements of such Regulatory Authority, but exclude any Pricing Approvals that are not required to be obtained prior to selling Product.

1.71. “**Regulatory Authority**” means any federal, national, multinational, state, provincial or local regulatory agency, department, bureau or other governmental entity with authority over the Development, Manufacture or Commercialization or other use or exploitation (including the granting of Regulatory Approvals) of Product in any jurisdiction, including (a) the EMA, ANVISA and Cofepris and (b) any relevant HTA in the Territory.

1.72. “**Regulatory Materials**” means regulatory applications (including MAAs), submissions, notifications, communications, correspondence, registrations, Regulatory Approvals or other filings made to, received from or otherwise conducted with a Regulatory Authority (including minutes of meeting with any Regulatory Authority) that are necessary or relate to the Development, Manufacture or Commercialization of, or conduct of the Medical Affairs Activities for, Product within the Field for the Territory.

1.73. “**Reimbursement Net Price**” means the [***](the “**Net Price Determination Date**”).

1.74. “**Relevant Date**” means (a) with respect to any representation, warranty or covenant given pursuant to Article 11 as of the Effective Date, the Effective Date and (b) with respect to any representation, warranty or covenant given pursuant to Article 11 as of the Amendment and Restatement Date, the Amendment and Restatement Date.

- 1.75. “**Relevant Period**” means a six (6) month period of each calendar year ending on June 30 or December 31, as applicable.
- 1.76. “**Results Package**” means a package of the complete data and results from [***]
- 1.77. “**Royalty Period**” means: [***]
- 1.78. “**Royalty Start Date**” means [***]
- 1.79. “**Specifications**” means, with respect to the Product, those written specifications for the Product appended at Exhibit 1.79, as may be amended as set forth herein.
- 1.80. “**Tax**” or “**Taxes**” means any and all taxes, duties, imposts, charges, withholdings, rates, levies and other governmental impositions and other taxes of any kind whatsoever imposed, assessed or charged.
- 1.81. “**Taxing Authority**” means any governmental authority responsible for the imposition, assessment or collection of any Tax.
- 1.82. “**Territory**” means (a) Argentina, Belize, Bolivia, Brazil, Chile, Colombia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, French Guiana, Guatemala, Guyana, Haiti, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Suriname, Uruguay and Venezuela (including in each case, any and all territories thereof, individually and collectively, “**Latin America**”); (b) Aruba, Anguilla, Antigua and Barbuda, Barbados, Bermuda, British Virgin Islands, Cayman Islands, Co-operative Republic of Guyana, Collectivity of Saint Martin, Commonwealth of the Bahamas, Commonwealth of Dominica, Curaçao, Dominican Republic, Federation of Saint Christopher and Nevis (Saint Kitts and Nevis), Grenada, Guadeloupe, Jamaica, Martinique, Montserrat, Republic of Suriname, Republic of Trinidad and Tobago, Saint Barthélemy, Saint Lucia, Sint Maarten, Saint Martin, Saint Vincent and the Grenadines and Turks and Caicos Islands (including in each case, any and all territories thereof, individually and collectively, the “**Caribbean**”) and (c) the member states of the European Union, the member states of the European Economic Area, the United Kingdom and Switzerland (including in each case, any and all territories thereof, individually and collectively, “**Europe**”). For avoidance of doubt, a country will be considered a part of Europe even if it ceases to be a member state of the European Union or the European Economic Area during the Term.
- 1.83. “**Third Party**” means any Person other than MSB, Grünenthal or their respective Affiliates.
- 1.84. “**Third Party Competitive Product**” means any Competing Product sold by a [***].

- 1.85. **“Third Party Manufacturer”** means any CMO and any other Third Party that (i) Manufactures the Product (in whole or in part), (ii) Manufactures any materials used in the Manufacture of the Product or (iii) supplies materials used in the Manufacture of the Product.
- 1.86. **“TPP”** means the target product profiles set out at Exhibit 1.86, as may be amended in accordance with Section 15.9.
- 1.87. **“Trademark”** means any trademark, trade name, service mark, service name, brand, domain name, trade dress, logo, slogan or other indicia of origin or ownership in or available in the Territory, including registrations and applications therefor as well as any unregistered rights therein and the goodwill and activities associated with each of the foregoing.
- 1.88. **“Valid Claim”** means in relation to a Product-Specific Patent in the Territory, [***]
- 1.89. **“Xeno-Free Product”** means any formulation of the Product that is [***]
- 1.90. Additional Definitions. Each of the following definitions shall have the meanings defined in the corresponding sections of this Agreement indicated below:

Defined Term	Section	Defined Term	Section
Acquiring Entities	1.16	Enforcing Party	10.4.4
[***]Intent Notice	3.8.2	Europe	1.82
[***]Negotiation Period	3.8.3	Fair Economic Terms	3.2.3
[***]Acquisition Transaction	1.16	Gain Share Price	Exhibit 7.4.1
Actual Supply Price	Exhibit 7.4.1	GRT	Preamble
Additional LE/LCM Activities	5.5	GRT Sole Inventions	10.1
Agreement	Preamble	GRT Sole Patents	10.1
Alliance Manager	2.7	Grünenthal	Preamble
Announcing Party	11.5.1(c)	Grünenthal Indemnitees	12.5.1
BLA	1.20	Grünenthal Intent Notice	3.7.2
Caribbean	1.82	Grünenthal Rights	3.1.1(a)
CCDS	8.1.3(a)	Guaranteed Supply Price	Exhibit 7.4.1
Challenge	13.5	HTA	1.61
CMC	4.2.3	HTA Meeting	5.4.2
Co-Chair	2.2	ICC Rules	14.4.2
Commercialization Plan	6.2	ICD Expert	Exhibit 2.9
Committee	2.2	ICD Proposal	Exhibit 2.9
Competing Activities	3.5.1	Improvement Compensation Dispute	3.2.3
Confidential Information	11.1	IMS	9.1.6(c)
Continuation	4.9.2	Indemnify	12.5.1
Continuation Date	4.9.4(a)	Initial Development Plan	4.3
Continuation Development Plan	5.3.1	Initial European Marketing Approval	Exhibit 9.1.2
Continuation Notice	4.9.2	Initial Regulatory Meeting	5.4
Continuation Trigger Fee	4.9.4(b)	IRB	1.33
Control Affiliate	3.5.2(a)	Joint Inventions	10.1
Control Transaction	3.5.2(a)	Joint Patents	10.1
Controlled Party	3.5.2(a)	JSC	2.1.1
CRB	6.8	Latin America	1.82
Defending Party	10.3	LIBOR	9.5
Direct Supply Agreement	7.4	Lonza	Exhibit 7.4.1
Discounts	6.5	Losses	12.5.1
Dispute	14.1	Manufacturing Change	Exhibit 7.4.1
Divest	3.5.2(c)	Marking Date	Exhibit 7.4.1
Divestiture	3.5.2(c)	Mesoblast Limited	Preamble
EC	1.33	Mesoblast Sàrl	Preamble
eCTD	1.26	MD Proposal	Exhibit 2.9
Effective Date	Preamble	Milestone Dispute	2.9
Enforcement Action	10.4.2	Milestone Event	9.1.2
		Milestone Payment	9.1.2

Defined Term	Section	Defined Term	Section
MD Expert	Exhibit 2.9	Reminder Notice	13.4.2
MD Proposal	Exhibit 2.9	Required European Patients	4.4
MPC-06-ID	1.62	Royalty	9.1.3
MSB	Preamble	Royalty Tier 1	Exhibit 9.1.3
MSB Indemnities	12.5.2	Royalty Tier 2	Exhibit 9.1.3
MSB Insolvency Event	13.6.2	Royalty Tier 3	Exhibit 9.1.3
MSB Rights	3.2.1	Royalty Tier 4	Exhibit 9.1.3
MSB Sole Inventions	10.1	Agreement	3.8.3
MSB Sole Patents	10.1	SDE Agreement	8.5
MSB/GRT[***]	3.7.3	Selling Party	1.54
Net Price Determination Date	1.73	Signature Fee	9.1.1
Other Dispute	14.3	Subject Affiliate	3.5.2(b)
Other MSB [***]Notice	3.7.1	Subject Party	3.5.2(b)
[***]Period	3.7.3	Subject Transaction	3.5.2(b)
Party, or Parties	Preamble	Supply Price Offset	Exhibit 7.4.1
Paying Party	13.4.2	Term	13.1
Prior Understandings	11.3	Third Party Claim	12.5.1
Process Improvement	7.4.2	Third Party[***] Transaction	3.7.4
[***]Notice	3.8.1	Third Party Project Technology Agreements	12.3.1
Product Marks	10.8	Third Party [***] Agreement	3.8.4
Product-Specific Claim	1.67	Treatment	Exhibit 7.4.1
Public Announcement	11.5.1(b)		
Receiving Party	13.4.2		
Regulatory Manufacturing Change	Exhibit 7.4.1		

1.91. Interpretation. The captions and headings to this Agreement are for convenience only and are of no force or effect in construing or interpreting any of the provisions of this Agreement. Unless specified to the contrary, references to Articles, Sections or Exhibits mean the particular Articles, Sections or Exhibits to this Agreement and references to this Agreement include all Exhibits hereto. Unless expressly determined otherwise, whenever used in this Agreement: (a) the words “include” or “including” shall be construed as incorporating, also, “but not limited to” or “without limitation;” (b) the word “day” or “year” means a calendar day or year unless otherwise specified; (c) the word “notice” means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other communications contemplated under this Agreement; (d) the words “hereof,” “herein,” “hereby” and derivative or similar words refer to this Agreement (including any Exhibits); (e) provisions that require that a Party, the Parties or a Committee hereunder “agree,” “consent” or “approve” or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise; (f) words of any gender include the other gender; (g) words using the singular or plural number also include the plural or singular number, respectively; (h) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement law, rule or regulation thereof; (i) each accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with Accounting Standards and any particular cost or expense shall be accounted for only once; and (j) neither Party or its Affiliates shall be deemed to be acting “on behalf of” or “under authority of” the other Party.

1.92. Conflicts. If there is any conflict or inconsistency between (a) any terms of this Agreement and (b) any terms of the SDE Agreement, unless expressly stated otherwise the terms of this Agreement shall take precedence, *provided that* the terms of the SDE Agreement shall take precedence in relation to any drug safety or pharmacovigilance matter relating to the Product supplied hereunder.

Article 2 GOVERNANCE

2.1. Joint Steering Committee.

2.1.1 Establishment. Promptly after the Effective Date, Grünenthal and MSB shall establish a joint steering committee (the “JSC”) to oversee the following activities of each Party under this Agreement: (i) the Development of Product, (ii) the clinical Manufacture of Product and (iii) such other activities as are described in Section 2.1.2, in each case within the Field for the Territory and as described below.

2.1.2 Responsibilities. The JSC shall be responsible for:

(a) Providing high-level strategic direction to and coordinating the Parties' respective activities with respect to matters pertaining to (i) the Development and Manufacture for Product within the Field for the Territory, and (ii) the filing for, obtaining and maintaining of Regulatory Approvals for Product within the Field for the Territory;

(b) Performing such other duties as are specifically assigned to the JSC in this Agreement; and

(c) Resolve any disputes that arise in any Sub-Committees.

2.2. Membership. The JSC and each Sub-Committee created pursuant to Section 2.5.1(b) (each a "**Committee**") shall consist of an equal number of representatives from each of MSB and Grünenthal, and unless otherwise agreed on such number, with respect to the JSC, [***] Each Party shall ensure that its representatives of any committee shall be of suitable seniority, have suitable experience and have appropriate authority having regard to the activities and responsibilities of the relevant committee. Either Party may replace its respective representative(s) to any Committee at any time with prior notice to the other Party, provided that such replacement is of comparable authority and scope of responsibility within that Party's organization as the individual he or she is replacing, but may represent a different discipline (e.g., clinical vs. manufacturing). Unless otherwise agreed by the Parties, [***] Without limiting the foregoing, each Party shall appoint one of its representatives to the JSC to co-chair the meetings of the JSC (each, a "**Co-Chair**"). The Co-Chairs, working together, shall (a) coordinate and prepare the agenda (which agenda shall include all matters requested by a JSC representative from either Party) and ensure the orderly conduct of the JSC's meetings, (b) each attend (subject to the below) each meeting of the JSC, and (c) alternating between the Co-Chairs, prepare and issue minutes of each meeting within [***] thereafter accurately reflecting the discussions and decisions of the JSC at such meeting. Such minutes from each JSC meeting shall be finalized only when the Co-Chair from each Party has reviewed and confirmed the accuracy of such minutes in writing, which each Party shall endeavor to complete within ten (10) Business Days of the issuance thereof. The Co-Chairs shall solicit agenda items from the other JSC representatives and provide an agenda along with appropriate information for such agenda reasonably but not less than [***] in advance (to the extent possible) of any meeting. The Parties agree that unless the Co-Chair from each Party agrees otherwise, at each meeting of the JSC, the JSC shall review the progress of the activities, if any, under the Development Plan (until completed). In the event the Co-Chair or another representative of the JSC from either Party is unable to attend or participate in any meeting of the JSC, the Party who appointed such Co-Chair or representative may appoint a substitute Co-Chair or other representative for the meeting.

2.3. Meetings. Each Committee shall hold meetings (either in person or by teleconference) at such times and places as the Parties may mutually agree as necessary for such Committee to conduct its responsibilities, *provided* that, unless the Parties otherwise agree, the JSC shall meet at least [***] until such time as all Development and Manufacturing activities to be conducted under this Agreement are complete. Each Party shall bear its own costs associated with attending such meetings. As appropriate, a reasonable number of other employees or consultants of a Party or its Affiliate may attend Committee meetings as nonvoting observers, but no Third Party personnel may attend unless expressly agreed by the Parties (such agreement not to be unreasonably withheld, conditioned or delayed). Each Party may also call for special meetings to address matters requiring prompt attention with at least [***] (or such shorter period as necessary to address exigent or other time-critical matters) to resolve particular matters identified by such Party in such notice.

2.4. Initial Period. During the Initial Period, the JSC shall have no decision-making authority and shall act solely as the forum for the Parties to discuss the Initial Development Plan and the progress of MSB's Development activities in relation to the Initial Development Plan, in accordance with Sections 4.3 and 4.6.

2.5. Governance Following the Continuation Date.

2.5.1 Agreement of Governance Structure. As soon as reasonably practicable after the Continuation Date, and in any event within ninety (90) days after the Continuation Date, the Parties shall discuss and agree the governance structure that shall be applicable to the Parties' relationship under this Agreement for the remainder of the Term. The details of such governance structure shall (subject to the Parties' agreement) include:

(a) details of the JSC's roles and responsibilities for the remainder of the Term;

(b) details of any sub-committees or working groups that will operate under, and report to, the JSC (each a "Sub-Committee"), including the scope of each Sub-Committee's responsibilities; and

(c) details of any matters for which one Party shall have final decision making authority.

2.5.2 Post Continuation Date Decision Making. Following the Continuation Date, decisions of each Committee shall be made by consensus, with each Party having one (1) vote. Each Party shall work in good faith to reach consensus on matters and act in the general spirit of cooperation (taking into consideration the scope of such Committee's authority and the principles set forth in Section 2.6.2) and in no event shall either Party unreasonably withhold, condition or delay any approval or other decision of a Committee hereunder. In the event a Sub-Committee fails to reach consensus with respect to a particular matter within [***]

2.5.3 [***]

2.6. Committee Authority.

2.6.1 General. Notwithstanding the creation of the JSC and any Sub-Committee, each Party retains the rights, powers and discretion granted to it hereunder, and no Committee shall be delegated or vested with rights, powers or discretion unless such delegation or vesting is expressly provided herein, or the Parties expressly so agree. No Committee has the power to (a) amend, modify or waive compliance with this Agreement or act in a manner which is otherwise inconsistent with the express terms of this Agreement, (b) to determine whether or not a Party has met its diligence or other obligations under the Agreement, or (c) to determine whether or not a breach of this Agreement has occurred, and no decision of any Committee shall be in contravention of any terms and conditions of this Agreement. It is understood and agreed that issues to be formally decided by the JSC and any Sub-Committee, as applicable, are only those specific issues that are expressly provided in this Agreement or agreed pursuant to Section 2.5 to be decided by the JSC and any such Sub-Committee, as applicable. Subject to the foregoing, decisions of the JSC shall be binding on the Parties.

2.6.2 Guiding Principles. Each Committee shall perform its responsibilities under this Agreement, including with respect to Development and Manufacture of Product within the Field for the Territory, in a manner which (i) is consistent with good pharmaceutical practices (including applicable cGxP) and (ii) is for the benefit of the Product franchise.

2.6.3 Commercialization Considerations. The Parties acknowledge and agree that, although the JSC shall have no decision-making authority with respect to Commercialization of the Product in the Field in the Territory, the JSC shall have due regard to relevant Commercialization considerations when discussing and agreeing any matter that does fall within its responsibility. In accordance with Section 2.3, each Party may invite representatives from its commercial function to attend JSC meetings as nonvoting observers in order to make representations about Commercialization considerations relevant to any matter falling within the JSC's responsibility.

2.7. Alliance Managers. Promptly after the Effective Date, each Party shall appoint an individual to act as alliance manager for that Party (each, an "**Alliance Manager**"). The Alliance Managers shall be the primary point of contact for the Parties with respect to the activities to be conducted under this Agreement. The name and contact information for the Alliance Managers, as well as any replacement(s) chosen by either Party in their sole discretion from time to time, shall be promptly provided to the other Party in writing.

2.8. Day-to-Day Responsibilities. Each Party shall: (a) be responsible for day-to-day implementation and operation of the activities hereunder for which it has or is otherwise assigned responsibility under this Agreement, provided that such implementation is not inconsistent with the express terms of this Agreement or the decisions of a Committee within the scope of its authority specified herein; and (b) keep the other Party informed as to the progress of such activities as reasonably requested by the other Party and as otherwise determined by this Agreement and/or the JSC.

2.9. Expert Determination. If, within [***]of the date on which the matter is referred to the Senior Executives in accordance with Section 14.3, the Parties are unable to resolve any dispute as to whether a Milestone Event has occurred (a "**Milestone Dispute**"), the Parties shall refer the matter to binding expert determination in accordance with the procedure in Part A of Exhibit 2.9.

2.10. Key Persons.

2.10.1 MSB shall ensure that each Key Person (for so long as she or he remains in the employ or a consultant of MSB) devotes such portion of his or her time to activities under the Development Plan as is reasonably necessary to satisfy MSB's Development obligations with respect thereto under this Agreement.

2.10.2 MSB shall ensure that each Key Person remains engaged on activities under the Development Plan (as required by Section 2.10.1) unless:

(a) the relevant Key Person is unable to perform such activities due to (i) serious illness, death or any analogous circumstance, (ii) the relevant Key Person is absent due to maternity or paternity leave (or leave for any other legal right which he or she may have) or (iii) the relevant Key Person leaves MSB's employment for any reason (provided that MSB shall act reasonably and have due regard to the relevant Key Person's role in the Development activities hereunder as a key consideration when considering whether to terminate that Key Person's employment);

(b) the Development activities for which that Key Person is responsible are completed; or

(c) Grünenthal gives its prior written consent (not to be unreasonably withheld, conditioned or delayed) that the Key Person can be removed or changed.

2.10.3 MSB shall use all reasonable endeavours to ensure that:

(a) where, in accordance with Section 2.10.2, any Key Person ceases to be engaged on activities under the Development Plan, a replacement for that Key Person is appointed as soon as reasonably practicable and the role of that Key Person is not vacant for any longer than thirty (30) days;

(b) any replacement Key Person is qualified and experienced in all material respects as the Key Person he or she is replacing, and is fully competent to carry out the tasks assigned to the Key Person under the Development Plan; and

(c) there is a sufficient period of handover to allow for effective knowledge transfer from the former Key Person to the replacement Key Person, to the extent practicable under the circumstances.

2.10.4 Without limiting the foregoing, MSB shall ensure that the role of any Key Person being replaced is reasonably covered by a suitable, appropriately qualified and experienced

temporary replacement during any period when the relevant role is vacant. Any replacement Key Person shall be added by the Parties to the list in Exhibit 2.10.1.

2.10.5 MSB shall ensure that it allocates sufficient personnel (in terms of (i) numbers of employees and consultants, (ii) expertise and experience of personnel and (iii) seniority of personnel) to the Development activities for which it is responsible hereunder in order to adequately conduct those activities in accordance with the Development Plan and the other requirements of this Agreement. Without prejudice to the generality of the foregoing, if the Development Plan specifies a number of employees and/or consultants to be allocated to any Development activity, MSB shall ensure that, as a minimum, it allocates at least that number of employees and/or consultants to the relevant activity.

2.10.6 Any material breach of this Section 2.10 by MSB shall be a material breach of this Agreement.

Article 3
RIGHTS AND EXCLUSIVITY

3.1. Rights of Grünenthal.

3.1.1 General.

(a) Subject to the terms and conditions of this Agreement, MSB hereby grants Grünenthal the following rights under the Product Technology: (i) the exclusive (subject to MSB's reservation of rights as expressly set forth herein) right to conduct Development activities anywhere in the world for the purpose of Developing Product within the Field for the Territory; (ii) the exclusive right to Commercialize (including to use, sell, have sold, offer for sale, have offered for sale, export and import) solely within the Field in the Territory and conduct Medical Affairs Activities for Product solely within the Field for the Territory; (iii) the exclusive (subject to MSB's reservation of rights as expressly set forth herein) right to conduct regulatory activities (including filing for MAAs and obtaining and maintaining Marketing Approvals) in support of Grünenthal's activities described in (i) and (ii) of this Section 3.1.1(a) and Article 7, including the right to use the Data Package and Dossier (and, to the extent disclosed to Grünenthal by MSB, equivalents of the Data Package and Dossier submitted to any Regulatory Authority outside the Territory) for any such regulatory activities; and (iv) the exclusive right to conduct any market access activities for the Territory, including obtaining Pricing Approvals and interacting with HTAs with respect to the Product solely within the Field in the Territory; and (v) the non-exclusive right to Manufacture Product anywhere in the world in support of Grünenthal's activities described in (i) to (iv) (such rights collectively, the "**Grünenthal Rights**").

(b) The licences granted pursuant to Section 3.1.1(a) shall (i) [***]and (ii) be sub-licensable in accordance with Section 3.1.2.

(c) Grünenthal's exercise of the Grünenthal Rights (i) to conduct Development shall be in accordance with the Continuation Development Plan and Article 5; (ii) to conduct Commercialization and Medical Affairs Activities shall be in accordance with the

Article 6; (iii) to conduct regulatory activities shall be in accordance with Article 8; and (iv) to conduct Manufacturing activities shall be in accordance with Article 7.

(d) Notwithstanding the exclusivity of the rights granted to Grünenthal: (A) MSB shall continue to have the right to practice Grünenthal Rights for purposes of performing the Development activities assigned to MSB under the Development Plan and the regulatory activities for which MSB is expressly responsible for or assigned to conduct under this Agreement and (B) MSB shall continue to have the right to Develop and Manufacture Product in the Territory to support the Development and Commercialization of Product outside the Territory as set forth in Section 3.2.1.

3.1.2 Use of Affiliates and Third Parties.

(a) Grünenthal may exercise the Grünenthal Rights through its Affiliates, and may grant to its Affiliates such Grünenthal Rights under the Product Technology in connection therewith, provided that any failure by such Affiliate to comply with the terms of this Agreement shall be treated as a breach of this Agreement by Grünenthal.

(b) Neither Grünenthal nor any of its Affiliates may exercise the Grünenthal Rights, or discharge its obligations under this Agreement, with respect to Development activities under the Development Plan through any Third Party without the prior written consent of MSB (such consent not to be unreasonably withheld, conditioned or delayed); provided that no such consent shall be necessary for use of the Third Parties described in the Development Plan (including the contract research organizations named therein).

(c) Grünenthal may exercise the Grünenthal Rights, or discharge its obligations under this Agreement, through any Third Party, and may grant to such Third Parties such Grünenthal Rights under the Product Technology in connection therewith provided that (i) any such appointment of, and sublicensing to, a Third Party shall not result in Grünenthal no longer maintaining material control of and responsibility for the activities for which Grünenthal is responsible hereunder, and (ii) any failure by such Third Party to comply with the terms of this Agreement shall be treated as a breach of this Agreement by Grünenthal.

3.2. Rights of MSB.

3.2.1 General. Subject to the terms and conditions of this Agreement, MSB has the following rights (collectively, the "**MSB Rights**"): (a) the right to conduct those activities assigned to it under the Development Plan as described in this Section 3.2 and Articles 4 and 5; (b) the right to conduct regulatory activities in support of MSB's activities described in (a) of this Section 3.2.1 pursuant to Article 8; and (c) the right to access and use (and grant Third Parties the right to access and use) Regulatory Materials and Data generated with respect to Product for purposes of Developing, Manufacturing and Commercializing and conducting Medical Affairs Activities for Ex-Field Products in or outside the Territory or the Product outside the Territory. For clarity, MSB reserves the right to, itself or through its Affiliates or Third Parties, Develop, Manufacture, Commercialize and conduct Medical Affairs Activities for Product within the Field for sale and use outside of the Territory.

3.2.2 Use of Affiliates and Third Parties.

(a) MSB may exercise the MSB Rights or discharge its obligations under this Agreement through its Affiliates, provided that any failure by such Affiliate to comply with the terms of this Agreement shall be treated as a breach of this Agreement by MSB. Upon Grünenthal's request, MSB shall identify those of its Affiliates that are exercising the MSB Rights.

(b) Neither MSB nor any of its Affiliates may exercise the MSB Rights described in Section 3.2.1(a) or (b), or discharge any related obligations under this Agreement, through any Third Party without the prior written consent of Grünenthal, such consent not to be unreasonably withheld, conditioned or delayed; provided that no such consent shall be necessary for use of (i) the Third Parties described in the Development Plan (including the contract research organizations named therein) or (ii) the CMOs listed in Exhibit 1.11. For clarity, neither MSB nor any of its Affiliates shall be required to obtain any consent for use of Third Parties in exercising its or their rights under Section 3.2.1(c). Where any Third Party is used by MSB or its Affiliates in accordance with this Section 3.2.2(b), any failure by such Third Party to comply with the terms of this Agreement shall be treated as a breach of this Agreement by MSB.

3.2.3 License to Grünenthal Improvements. Subject to the terms and conditions of this Agreement, Grünenthal hereby grants to MSB a worldwide, non-exclusive license, with the right to grant and authorize sublicenses (except as provided below), under the GRT Improvement Patents to make, have made, use, sell, offer for sale and/or import products and services and otherwise exploit the GRT Improvement Patents (a) outside the Field in the Territory and (b) for all applications outside the Territory. Such license shall be fully paid-up and royalty-free with respect to GRT Improvement Patents comprising improvements, modifications, or enhancements to the Manufacturing process. Otherwise, if MSB intends to commercially exploit any such GRT Improvement Patent, then MSB shall notify Grünenthal and the Parties shall negotiate in good faith commercially reasonable economic terms to compensate Grünenthal for the value attributable to the licence of such GRT Improvement Patent ("**Fair Economic Terms**"). If the Parties are unable to agree on such Fair Economic Terms within [***]of such notice (such failure to agree being an "**Improvement Compensation Dispute**"), the Parties shall refer the matter to binding expert determination in accordance with the procedure in Part B of Exhibit 2.9.

3.3. No Contravention. MSB hereby covenants not to grant to any Third Party any right, authorization or license that is in contravention with the Grünenthal Rights including any license under the Product Technology with respect to Product within the Field for the Territory. Similarly, Grünenthal hereby covenants not to grant to any Third Party any right, authorization or license that is in contravention or interferes with MSB's license under the GRT Improvement Patents pursuant to Section 3.2.3.

3.4. No Other Rights. Each Party acknowledges that the rights under this Article 3 and elsewhere in this Agreement are limited to the express scope thereof. Accordingly, except for the rights expressly granted under this Agreement, no right, title, or interest of any nature whatsoever is granted, whether by implication, estoppel, reliance, or otherwise, by either Party to the other Party. All rights with respect to Know-How, Patents or other intellectual

property rights that are not specifically granted herein are reserved to the owner thereof.

3.5. Exclusivity of Efforts.

3.5.1 Competing Activities. [***]and subject to Section 3.5.2, each Party agrees, on its behalf and on behalf of its Affiliates, not to (i) conduct, participate in or directly sponsor the Commercialization of a Competing Product in the Territory (collectively, such activities “**Competing Activities**”) or (ii) appoint, license or otherwise authorize any Third Party, whether pursuant to license, appointment or authorization or otherwise to perform any Competing Activities. For the avoidance of doubt, this Section 3.5.1 shall not survive termination of this Agreement for any reason.

3.5.2 Post-Execution Transactions.

(a) In the event a Party (the “**Controlled Party**”) enters into any transaction (a “**Control Transaction**”) whereby a Third Party that is Commercializing a Competing Product acquires all or substantially all the assets or stock of the Controlled Party (such Third Party, a “**Control Affiliate**”), then the Controlled Party shall provide notice to the other Party within [***]after the closing of the Control Transaction, specifying the identity of the Control Affiliate and describing in reasonable detail, to the extent permitted by Applicable Law and without disclosing any proprietary information, the Competing Product and a description of the Competing Activities such Control Affiliate is currently engaged in with respect to such Competing Product. Such notice shall also state whether the Controlled Party shall either: (i) Divest itself of the Competing Product for the Field in the Territory; or (ii) isolate any Competing Activities associated with the Competing Product to ensure that such activities are kept separate and independent of the Development, Manufacture and Commercialization of Product, including using reasonable efforts to ensure that no personnel involved in such Competing Activities have access to Know-How relating to Product (in the case of this clause (ii), any Know-How, Patent or other intellectual property right resulting from such Competing Activities shall not be included as Product Technology or GRT Know-How or GRT Patents under this Agreement, and nothing in this Agreement shall be construed to grant any rights or licenses to the other Party under such Know-How, Patent or other intellectual property right). Thereafter, the Controlled Party (itself or through the Control Affiliate) shall use diligent efforts to promptly implement (and in the case of isolation, maintain) such election. For clarity, neither the Controlled Party nor any Control Affiliate shall use, reference or practice any Product Technology or GRT Know-How or GRT Patents for the purpose of Developing or Commercializing any Competing Product.

(b) In the event a Party (the “**Subject Party**”) enters into any transaction during the Term (a “**Subject Transaction**”) whereby the Subject Party acquires an interest in, access to, or rights to a Competing Product that is being Commercialized in the Territory through the acquisition of the assets or stock of a Third Party or other transaction (other than a Control Transaction) with a Third Party (such Third Party, a “**Subject Affiliate**”), then the Subject Party shall (i) provide notice to the other Party within [***]after the closing of the Subject Transaction, specifying the identity of the Subject Affiliate and describing in reasonable detail, to the extent permitted by Applicable Law and without disclosing any proprietary information, the Competing Product and a description of the Competing Activities such Subject Affiliate is currently engaged

in with respect to such Competing Product; and (ii) Divest itself of the Competing Product for the Field in the Territory. Thereafter, the Subject Party (itself or through the Subject Affiliate) shall use diligent efforts to promptly implement such Divestiture. For clarity, neither the Subject Party nor any Subject Affiliate shall use, reference or practice any Product Technology or GRT Know-How or GRT Patents for the purpose of Developing or Commercializing any Competing Product.

(c) For purposes of this Section 3.5.2, “**Divest**” or “**Divestiture**” means, with respect to any Competing Product, (i) the sale, license or other transfer of all of the right, title and interest in and to such Competing Product within the Field in the Territory, including all technology, intellectual property and other assets relating solely thereto, to an independent Third Party (other than the Control Affiliate or Subject Affiliate), without the retention or reservation of any rights, license or interest (other than solely an economic interest and other customary reversionary rights) by the Controlled Party/Control Affiliate or Subject Party/Subject Affiliate (as applicable) in such Competing Product within the Field in the Territory and (ii) the complete shutdown of all development and commercialization activities with respect to such Competing Product so that no technology, intellectual property or other asset relating thereto is used by the Controlled Party/Subject Party or its Affiliates and delivery of written confirmation from the Controlled Party or Subject Party, as applicable, that it and its Affiliates covenant not to use any technology, intellectual property and assets solely relating to such Competing Product during the Term.

3.5.3 Product. During the Term, Grünenthal agrees, on its behalf and on behalf of its Affiliates, not to (i) Develop or Commercialize the Product for any applications outside the Field in the Territory or (ii) appoint, license or otherwise authorize any Third Party to Develop or Commercialize the Product for any application outside the Field in the Territory. Accordingly, Grünenthal agrees that neither it, nor any of its Affiliates, will sell or provide Product to any Third Party if Grünenthal or its relevant Affiliate knows, or has reason to believe, that Product, sold or provided to such Third Party, would be sold or transferred, directly or indirectly, for use outside the Field or for use outside the Territory. Grünenthal and its Affiliates shall promptly notify MSB in the event it or its Affiliate has reason to believe that any Product sold or otherwise distributed has been or will be used outside the Field or outside the Territory. Grünenthal shall promptly cease selling or providing the Product to any Third Party that Grünenthal or its relevant Affiliate knows, or has reason to believe, sells or provides the Product for use outside the Field or for use outside the Territory.

3.5.4 [***]

3.6. [***]

3.6.1 [***]

3.7 [***]

Article 4
DEVELOPMENT DURING INITIAL PERIOD

4.1. General. Subject to Sections 4.4 and 4.5, during the Initial Period, MSB shall have the exclusive right and be solely responsible for the Development of the Product within the Field (including, for the avoidance of doubt, [**]) and shall use Commercially Reasonable Efforts to conduct the Development of Product within the Field for the Territory in accordance with this Article 4 and the Initial Development Plan.

4.2. MSB Development. During the Initial Period, MSB will (itself or through its Affiliates or Third Parties) use Commercially Reasonable Efforts to conduct all Development activities with respect to the Product (including, for the avoidance of doubt, [**]) reasonably required or recommendable to perform the Initial Development Plan for the Product in the Field for the Territory save to the extent expressly stated otherwise in Section 4.5. Without limiting the foregoing, the Development activities for which MSB shall be responsible in accordance with this Section 4.2 shall include:

- 4.2.1 the conduct of the [**]
- 4.2.2 the conduct of [**]; and
- 4.2.3 the conduct of the [**],

each as set forth in the Initial Development Plan.

All the activities under this Section 4.2 shall be conducted in accordance with the Initial Development Plan as provided by MSB to Grünenthal from time to time in accordance with Section 4.3. All Development activities under this Section 4.2 shall be conducted in accordance, to the extent applicable, with the applicable TPPs (including (i) the conduct of the New Phase III Clinical Trial in accordance with a clinical trial protocol and statistical analysis plan consistent with and including the parameters of the clinical TPPs set forth in Part A of Exhibit 1.86 and (ii) the conduct of all CMC activities in accordance with the CMC TPPs set forth in Part B of Exhibit 1.86).

4.3. Initial Development Plan. Within [**] of the Amendment and Restatement Date, MSB shall provide Grünenthal with a copy of a plan for the Development of the Product within the Field during the Initial Period (including the conduct of the New Phase III Clinical Trial) (“**Initial Development Plan**”). During the Initial Period, MSB shall have the right to update the Initial Development Plan in its sole discretion, provided that (i) such updates are consistent with its Development obligations under this Article 4, (ii) MSB shall make such updates as are reasonably required to implement any requirements or recommendations of any relevant Regulatory Authority or HTA, and (iii) MSB

provides Grünenthal with a copy of any such updated Initial Development Plan promptly after the update has been made. MSB shall ensure that the Initial Development Plan and each update thereto includes as a minimum:

- protocol);
- 4.3.1 the clinical trial protocol for the New Phase III Clinical Trial (or, to the extent the full protocol has not yet been developed, a synopsis of the clinical trial protocol);
 - 4.3.2 details of major CMC/non-clinical studies and activities;
 - 4.3.3 scope and timelines for the conduct of the new Phase III Clinical Trial; and
 - 4.3.4 regulatory and reimbursement matters including Regulatory Materials to be filed with Regulatory Authorities, including estimated timing of meetings with Regulatory Authorities in support of Development activities during the Initial Period.

The Parties shall discuss the Initial Development Plan and the progress of MSB's Development activities in relation to the Initial Development Plan at the meetings of the JSC during the Initial Period. At such JSC meetings, Grünenthal shall be permitted to (i) comment on the Initial Development Plan and MSB shall reasonably consider whether the Initial Development Plan should be updated to reflect such comments and (ii) raise questions in relation to the Initial Development Plan and MSB's Development activities thereunder which MSB shall answer in good faith.

4.4. Inclusion of European Patients. MSB shall ensure that the number of patients included in the New Phase III Clinical Trial whose place of residence and place of treatment is within Europe is at least the greater of [***] ("**Required European Patients**"). MSB shall provide Grünenthal with any evidence that Grünenthal may reasonably request from time to time to demonstrate that the Required European Patients have been or will be included in the New Phase III Clinical Trial. If MSB fails to include the Required European Patients in the New Phase III Clinical Trial, then as MSB's sole liability and Grünenthal's sole remedy:

- 4.4.1 MSB shall, on written demand from Grünenthal, pay Grünenthal[***], in which case, MSB shall pay that amount to Grünenthal within [***]of receipt of Grünenthal's written notice demanding such payment; and
- 4.4.2 Grünenthal may terminate this Agreement in accordance with Section 13.2.3.

The Parties agree that the payment payable under Section 4.4.1 is (a) proportionate to Grünenthal's legitimate interests and (b) not a penalty and represent a genuine pre-estimate of the minimum level of loss that Grünenthal is likely to suffer as a result of the events giving rise to the repayment.

4.5. Grünenthal Assistance. During the Initial Period, MSB may consult Grünenthal with respect to any Europe-specific regulatory and market access matters relevant to the New Phase III Clinical Trial and Grünenthal shall (at its

own cost) provide Mesoblast with its expertise in relation to any such matters as may be reasonably requested by MSB from time to time. If MSB does elect to consult Grünenthal on any such matters, MSB shall (i) give Grünenthal a reasonable period of time to provide the requested expertise and (ii) have due regard to any advice or guidance provided by Grünenthal in response to such consultation. [***]

4.6. Development Data, Regulatory Materials and Other Reporting Obligations. MSB shall, during the Initial Period and through the JSC, (i) keep Grünenthal appropriately and routinely informed regarding progress with respect to the activities under the Initial Development Plan including all the study results and conclusions generated therefrom, (ii) provide Grünenthal with details of any material changes to the proposed activities under the Initial Development Plan (including changes in comparability approach, changes of major vendors (i.e. for master cell banks, finished product, QC testing) and changes in potency assay strategy), (iii) provide Grünenthal access to all data tables and listings generated from the performance of such activities, including clinical, non-clinical and CMC reports (including all clinical patient data such as pools and anonymized data, programs, data and program description) and (iv) provide Grünenthal with copies of all Regulatory Materials (including minutes from any relevant FDA meetings). Without limiting the generality of the foregoing, (a) MSB shall also provide Grünenthal with such reports of the progress of the Development activities as Grünenthal may request from time to time, (b) MSB shall promptly inform Grünenthal in writing of any serious incident impacting patient health or safety that may arise during the conduct of its Development activities hereunder and (c) MSB shall promptly notify Grünenthal upon becoming aware of any actual or likely delay to Development activities, deviation from the Initial Development Plan or failure of any clinical trial in relation to the Product in the Field. For clarity, nothing in this Section 4.6 shall require MSB to generate any additional data or results which would not otherwise be included in the Results Package.

4.7. Conduct.

4.7.1 MSB shall use Commercially Reasonable Efforts to conduct the Development activities under the Initial Development Plan and shall conduct such activities in a good scientific manner, in compliance with Applicable Laws and the applicable cGxP and in accordance with the timelines therein; and unless the Parties otherwise agree all clinical Development activities with respect to the Product in the Field for the Territory shall be set forth in the Development Plan.

4.7.2 MSB agrees that it will not knowingly infringe, misappropriate or otherwise violate any Patents, Know-How or other intellectual property of any Third Party in the conduct of the activities under the Initial Development Plan.

4.7.3 MSB shall (a) keep records of its activities under the Initial Development Plan in compliance Applicable Laws and cGxP and (b) provide quarterly written reports regarding the progress of such activities to MSB through the JSC.

4.7.4 MSB in exercising its obligation to use Commercially Reasonable Efforts to conduct Development activities with respect to the Product in the Field for the Territory in accordance with this Article 4 shall consider all relevant factors including relating to (i) the Product outside the Territory or (ii) the Product outside the Field in the Territory. Without limitation to the generality of the foregoing, MSB shall notify Grünenthal (through the JSC) of any decision by MSB to cease or limit Development of the Product for any purpose other than Development for the Field for the Territory, including the relevant basis for any such determination.

4.8. Development Costs

4.9. . [***]Continuation.

4.9.1 MSB shall provide Grünenthal with the data within the Results Package as soon as reasonably practicable after receipt of all data and materials comprising such package, and in any event within [***]of MSB confirming accuracy and completeness such data and materials (with MSB using Commercially Reasonable Efforts to do so promptly). MSB shall ensure that the Results Package contains the information in Section 1.76 to enable Grünenthal to determine whether or not the [***]. If Grünenthal, acting reasonably and in good faith, considers that it has not been provided with all information which MSB is required to provide in accordance with this Section 4.9.1, it shall notify MSB in writing (specifying the information which is missing) and, for the purposes of Section 4.9.2, Grünenthal shall not be deemed to have received the Results Package until the missing information has been provided.

4.9.2 Within [***]of receipt by Grünenthal of the Results Package, Grünenthal shall have the right to either:

or

(a) participate in the continued Development of the Product in the Field for the Territory as provided in Article 5 (the "**Continuation**");

(b) forego all rights it has hereunder to Develop and Commercialize the Product in the Field for the Territory.

Grünenthal may exercise the Continuation by notice in writing to MSB ("**Continuation Notice**"). If, by expiry of the [***]period following receipt by Grünenthal of the Results Package, MSB has not received an Continuation Notice from Grünenthal, Grünenthal shall be deemed to have elected to forego all rights it has hereunder to Develop and Commercialize the Product in the Field for the Territory.

4.9.3 If, in accordance with Section 4.9.2, Grünenthal elects (or is deemed to have elected) to forego all rights it has hereunder to Develop and Commercialize the Product in the Field for the Territory, either Party may terminate this Agreement immediately on written notice to the other Party in accordance with Section 13.3.

4.9.4 If, in accordance with Section 4.9.2, Grünenthal elects to participate in the continued Development of the Product in the Field for the Territory, then:

- (a) the date on which MSB receives the Continuation Notice shall be the “**Continuation Date**”;
- (b) Grünenthal shall, within [***]of the Election Date, pay to MSB [***](the “**Continuation Trigger Fee**”); and
- (c) the provisions of Article 5 shall apply to all Development activities after [***].

4.9.5 For the avoidance of doubt, Grünenthal shall be under no obligation to provide the Continuation Notice and any decision in relation to provision of the Continuation Notice shall be taken by Grünenthal in its sole discretion.

Article 5
DEVELOPMENT AFTER THE CONTINUATION DATE

5.1. Continuation Development Right. Subject to the oversight of the JSC, following the Continuation Date, Grünenthal shall have the sole right and be responsible to Develop the Product to the extent required for filing MAAs and obtaining and maintaining Regulatory Approvals for Product (including, for the avoidance of doubt, the [***]) within the Field throughout the Territory, with Grünenthal (itself or through its Affiliates or authorized Third Parties) using Commercially Reasonable Efforts to conduct the Development of Product within the Field for the Territory in accordance with this Article 5 and the Continuation Development Plan. For clarity, following the Continuation Date, neither Party shall conduct any Development with respect to the Product within the Field for the Territory except pursuant to the Continuation Development Plan.

5.2. Grünenthal Development. Following the Continuation Date, Grünenthal will have responsibility (itself or through its Affiliates or authorized Third Parties) for the following Development activities to support the granting or maintaining of Marketing Approvals and Pricing Approvals for the Product for the Field in the Territory:

5.2.1 the conduct of any further clinical trials with respect to the Product in the Field for the Territory (including any Europe-specific phase III Clinical Trial or phase IV Clinical Trial (each a “**European Clinical Trial**”)) as Grünenthal may in its sole discretion consider necessary to obtain Regulatory Approvals for Product for the Field in the Territory;

5.2.2 the conduct of any[***]), in each case with respect to the Product in the Field for the Territory;

5.2.3 obtaining [***]for the Product in the Field in the Territory;

5.2.4 the conduct of any [***]with respect to the Product for the Territory (without limiting Section 3.5.3); and

5.2.5 any Development activities that are specific to [***]

5.3. Continuation Development Plan.

5.3.1 If Grünenthal, in its sole discretion, determines that further Development is required for the Product for the Field in the Territory, it shall as soon as reasonably practicable following the Continuation Date, provide MSB with a copy of a plan for the Development of the Product within the Field for the Territory following the Continuation Date (including, where Grünenthal considers it necessary, the conduct of any European Clinical Trial) (“**Continuation Development Plan**”).

5.3.2 If Grünenthal considers that it requires any support or assistance from MSB with respect to any Development of the Product within the Field for the Territory, it may request such assistance in writing from MSB and MSB shall not unreasonably withhold, condition or delay its agreement to provide such assistance. If MSB agrees to provide any such assistance, the Continuation Development Plan shall be updated accordingly by Grünenthal.

5.3.3 The Continuation Development Plan will be updated from time to time by Grünenthal, but not less than annually, to incorporate any activities that Grünenthal considers are required in order to achieve the purpose of the Development collaboration described in this Agreement. By [***](or the first Business Day thereafter if such day is not a Business Day) of each calendar year, Grünenthal shall submit to the JSC any proposed updates to the Development Plan for the JSC’s review and comment. Grünenthal may also submit proposed updates to the Continuation Development Plan to the JSC for review and comment more frequently than the annual submission described in this Section 5.3.3 if circumstances require any significant changes to the Development Plan.

5.4. Regulatory Meetings and HTA Meetings.

5.4.1 Following the Continuation Date, Grünenthal may submit requests for one or more initial meetings with each of (i) the Paul-Ehrlich Institute, (ii) the EMA and (iii) any other Regulatory Authorities in the Territory which Grünenthal considers necessary to discuss the Continuation Development Plan for the Product within the Field for the Territory and solicit feedback with respect thereto (such meeting(s), “**Initial Regulatory Meetings**”). MSB shall have the right to be present at and participate in each Initial Regulatory Meeting as provided in Section 8.2.1 and, where requested by Grünenthal or where required by Applicable Law, MSB shall take the lead in the relevant Initial Regulatory Meeting. For the avoidance of doubt, nothing in this Section 5.4.1 shall limit the number of meetings Grünenthal shall be permitted to have with any Regulatory Authority in the Territory for the purposes described in this Section 5.4.1.

5.4.2 Grünenthal may schedule meetings with any HTAs in the Territory to discuss matters relating to the pricing of the Product in the Field in the Territory (“**HTA Meeting**”). MSB shall have the right to be present at and participate in any HTA Meeting with the relevant HTAs in each Major European Market.

5.4.3 MSB shall provide Grünenthal with any assistance reasonably requested by Grünenthal that is necessary or useful in order to enable Grünenthal to adequately prepare for any Initial Regulatory Meeting or HTA Meeting.

5.4.4 Each Party shall bear its own costs and expenses in relation to its participation in the Initial Regulatory Meetings and HTA Meetings. To the extent any fees are payable to any Regulatory Authorities or HTAs in connection with any Initial Regulatory Meeting or HTA Meeting, Grünenthal shall be responsible for paying such fees.

5.5. Label Extensions and Lifecycle Management. If either Party wishes to extend the scope of the Development Plan to include label extension or lifecycle management activities in the Field for the Territory beyond activities required to achieve the purpose of the Development collaboration described in Section 5.1 (“**Additional LE/LCM Activities**”), it may propose such updates to the other Party and the Parties shall discuss in good faith whether or not to include such Additional LE/LCM Activities in the Continuation Development Plan and, if such activities are to be included, the responsibility for conducting such Additional LE/LCM Activities[***] Neither Party shall unreasonably withhold, condition or delay its consent to a request from the other Party to include Additional LE/LCM Activities in the Development Plan. If the Parties cannot agree on the inclusion of any Additional LE/LCM Activities in the Continuation Development Plan, Grünenthal shall have the right to conduct such Additional LE/LCM Activities itself unless doing so would have a material adverse effect (including any safety implications) on the MSB MPC Platform and, upon Grünenthal’s request, MSB shall provide Grünenthal with such reasonable assistance as Grünenthal may require in relation to the conduct of such Additional LE/LCM Activities.

5.6. Regulatory Meetings Outside the Territory. In the event that, following the Continuation Date, MSB schedules any meetings with the FDA or any other Regulatory Authority outside the Territory for purposes of supporting or otherwise obtaining Marketing Approval for the Product within the Field outside the Territory or any BLA or other MAA with respect thereto, then MSB shall (i) provide Grünenthal with reasonable advance notice of such meeting, (ii) provide Grünenthal with copies of any materials prepared for, or to be discussed at, any such meeting as soon as reasonably practicable in advance of the meeting date, and (iii) permit Grünenthal to (when practicable) be present at and participate in such meeting(s). However, in the event that MSB enters into an agreement with a Third Party with respect to Commercialization of the Product in any country outside the Territory, then Grünenthal’s right to be present at and participate in such meetings with Regulatory Authorities in that country will be subject to that Third Party’s sole discretion, provided that if such Third Party objects to Grünenthal’s presence and participation, MSB shall provide Grünenthal with copies of any minutes or summaries of such meetings promptly after the date of the meetings. In any event, MSB shall keep Grünenthal informed as to all material interactions with the FDA and other Regulatory

Authorities outside the Territory in relation to the Product in the Field.

5.7. European Clinical Trials. If the clinical data generated by the New Phase III Clinical Trial is insufficient for the EMA to grant a Marketing Approval for the Product in the Field, Grünenthal may, in its sole discretion and at its cost and expense, elect to conduct European Clinical Trials in order to generate further clinical data to support a revised application to the EMA for Marketing Approval for the Product in the Field. If Grünenthal elects to generate further clinical data from European Clinical Trials, Grünenthal shall determine and finalize the protocols for each European Clinical Trial. Prior to finalizing any such protocols, Grünenthal shall submit any protocols for any European Clinical Trial to the JSC (or any Sub-Committee to whom the JSC has delegated such responsibility) for its review or comment. Grünenthal shall have due regard to any comments made by the JSC in relation to such protocols. Following finalization of any such protocols, Grünenthal shall ensure that the relevant European Clinical Trial is conducted in a manner that strictly adheres to Applicable Law (including cGxP), such protocols, as such protocols may be amended by Grünenthal from time to time (subject to review of such amendments by the JSC (or any Sub-Committee to whom the JSC has delegated such responsibility) and the terms of approvals of the applicable institutional review board, ethics committee and any other competent authority involved in the clinical research or drug approval process); provided, however, that if Grünenthal determines that a modification to such protocols is reasonably necessary due to circumstances related to patient safety and that notice to MSB and review of such modification by the JSC (or any Sub-Committee to whom the JSC has delegated such responsibility) cannot be accomplished in a reasonable timeframe without risk to patient safety, Grünenthal may change such protocols without having to provide them beforehand to MSB for its review and comment hereunder; however, Grünenthal shall promptly provide such changes to MSB along with the rationale for such change.

5.8. Development Data, Regulatory Materials and Other Reporting Obligations. Each Party shall, through the JSC (or any Sub-Committee to whom the JSC has delegated such responsibility), keep the other Party appropriately and routinely informed regarding progress with respect to the activities assigned to it under the Continuation Development Plan, including all the study results and conclusions generated therefrom, provide the other Party access to all data tables and listings generated from the performance of such activities, including clinical, non-clinical and CMC reports (including all clinical patient data such as pools and anonymized data, programs, data and program description) and Regulatory Materials, and permit a reasonable number of representatives (based on the circumstances) of the other Party to monitor such Development activities upon such other Party's reasonable request and at reasonable times mutually agreed upon by the Parties to the extent such Party has the right to permit the other Party to so monitor. Without limiting the generality of the foregoing, following the Continuation Date (i) each Party shall also provide such reports of

the progress of the Development activities it controls as the other Party may request from time to time, (ii) each Party shall promptly inform the other Party in writing of any serious incident impacting patient health or safety that may arise during the conduct of its Development activities hereunder and (iii) each Party shall promptly notify the other Party upon becoming aware of any actual or likely material delay to Development activities, material deviation from the Development Plan.

5.9. Conduct.

5.9.1 Each Party shall use Commercially Reasonable Efforts to conduct those activities assigned to it under the Continuation Development Plan and shall conduct such activities in a good scientific manner, in compliance with Applicable Laws and the applicable, cGxP and in accordance with the timelines therein; and unless the Parties otherwise agree all clinical Development activities with respect to the Product for the Territory shall be set forth in the Continuation Development Plan.

5.9.2 Each Party agrees that it will not knowingly infringe, misappropriate or otherwise violate any Patents, Know-How or other intellectual property of any Third Party in the conduct of the activities assigned to it under the Continuation Development Plan.

5.9.3 The Party conducting activities under the Continuation Development Plan shall (a) keep records of such activities in compliance Applicable Laws and cGxP and (b) provide quarterly written reports regarding the progress of activities to the other Party through the JSC (or any Sub-Committee to whom the JSC has delegated such responsibility); provided, that the JSC may, in its discretion, require more frequent reporting. At the reasonable request and expense of the Party conducting activities under the Continuation Development Plan, the other Party shall provide the requesting Party with reasonable cooperation and assistance in connection therewith, provided that any such cooperation and assistance provided by the other Party shall not relieve the requesting Party from its primary obligation to conduct the relevant activities.

5.10. Development Costs. [***]

Article 6

COMMERCIALIZATION AND MEDICAL AFFAIRS

6.1. General. Subject to the terms and conditions of this Agreement, Grünenthal shall have the exclusive right to Commercialize Product within the Field in the Territory and conduct Medical Affairs Activities for the Product within the Field for the Territory (such exclusive rights to be to the exclusion of MSB and all Third Parties). Grünenthal shall be responsible for all Commercialization efforts for the Product within the Field in the Territory and Medical Affairs Activities for the Product within the Field for the Territory, in each case in accordance with the Commercialization Plan.

6.2. Commercialization Plan. By no later than[***], Grünenthal shall propose and submit to MSB for review and comment an initial draft plan for the

Commercialization of Product within the Field in the Territory and the conduct of Medical Affairs Activities for the Product within the Field for the Territory. After review of such draft plan by MSB, Grünenthal shall finalize such plan, as appropriate, taking into consideration in good faith any reasonable comments of MSB with respect thereto (each, as updated from time to time, a “**Commercialization Plan**”). The Commercialization Plan shall be updated at least annually. The Commercialization Plan shall set forth in a level of detail consistent with practice in the biopharmaceutical industry. Without limiting the foregoing, the Commercialization Plan shall include activities and resources consistent with Grünenthal’s obligations under Section 6.4 and will set forth certain objective Commercialization criteria, including call point identification and tier strategy. At least [***]prior to the annual CRB meeting, Grünenthal shall provide each such Commercialization Plan and any material modification or addition thereto to MSB for its review and comment.

6.3. Pricing. To the extent allowable under Applicable Law, Grünenthal shall keep MSB reasonably informed and permit MSB to review and comment on pricing and reimbursement in relation to the Product in the Field in the Territory and Grünenthal shall consider in good faith any such reasonable comments provided by MSB (through the CRB).

6.4. Diligence Obligations. Subject to Section 9.1.8, Grünenthal agrees to use Commercially Reasonable Efforts to Commercialize the Product within the Field in the Territory. For the avoidance of doubt, whether or not Grünenthal has satisfied its obligation under this Section 6.4 to use Commercially Reasonable Efforts shall be measured by reference to Grünenthal’s Commercialization activities across the Territory taken as a whole and nothing in this Agreement shall require Grünenthal to file an MAA or launch the Product in the Field in every country in the Territory. Grünenthal shall remain solely responsible, at its sole discretion, for determining the launch strategy for the Product in the Field in the Territory consistent with the use of Commercially Reasonable Efforts.

6.5. Conflicts of Interest. During the Term, if Grünenthal or its Affiliate (i) sells the Product to a Third Party to whom it also sells or otherwise provides other products or services (ii) shifts, allocates, prices, discounts, weighs or bundles payments received in any transaction or any combination of transactions, so as to reduce or disadvantage the Net Sales of the Product, including in favor of any other product, services or consideration provided by Grünenthal or its Affiliate (“**Discounts**”), then the Net Sales of the Product for such sale shall be the arm’s length fair market value that would have been invoiced by Grünenthal or its Affiliates had it not applied the Discounts, which generally will mean the average sales price for the Product in the relevant country where the sale occurs for the Relevant Period.

6.6. Medical Affairs Activities. Grünenthal shall be solely responsible (at Grünenthal’s discretion) for conducting any Medical Affairs Activities with

respect to the Product in the Field for the Territory. Grünenthal shall keep MSB reasonably informed of its Medical Affairs Activities with respect to the Product in the Field for the Territory via the annual meeting of the CRB.

6.7. Reporting.

6.7.1 Without limiting any other provisions of this Agreement, at least [***]prior to the date of any annual meeting of the CRB:

(a) Grünenthal shall provide MSB with a written report summarising the Commercialization activities for the Product in the Field in the Territory and Medical Affairs Activities for the Product in the Field for the Territory hereunder, such report to include (i) an update as to the progress of its activities with respect to the Commercialization of the Product against the Commercialization Plan and (ii) any other information in relation to such Commercialization and Medical Affairs Activities that has been reasonably requested by MSB in advance of the submission of the report; and

(b) MSB shall provide Grünenthal with a written report summarising its Commercialization and Medical Affairs Activities for the Product in the Field outside the Territory, such report to include any information in relation to such Commercialization and Medical Affairs Activities that has been reasonably requested by Grünenthal in advance of the submission of the report.

6.7.2 In addition to the report to be provided by Grünenthal in accordance with Section 6.7.1(a), Grünenthal shall promptly notify MSB if it anticipates or there are material deviations from any then-current Commercialization Plan and shall discuss in good faith and keep MSB informed as to any corrective actions that it intends or is taking to address such deviations. For the avoidance of doubt, Grünenthal shall not be in breach of this Agreement if it deviates from the Commercialization Plan provided it has complied with its diligence obligations with respect to Commercialization of the Product in the Field in the Territory at Section 6.4.

6.8. Commercialization Review Board. Promptly following Grünenthal's finalization of the Commercialization Plan in accordance with Section 6.2, the Parties shall establish a commercialization review board ("CRB") for the purpose of discussing, reviewing and, to the extent agreed between the Parties, harmonizing (i) Grünenthal's Commercialization and Medical Affairs Activities for the Product hereunder and (ii) MSB's Commercialization and Medical Affairs Activities for the Product in the Field outside the Territory and for the Product outside the Field in the Territory. The CRB shall consist of up to [***]suitably senior and experienced representatives of each of MSB and Grünenthal (with [***]of such representatives appointed by each of MSB and Grünenthal being the Alliance Manager appointed by each of MSB and Grünenthal). Either Party may replace its respective representative(s) to the CRB at any time with prior notice to the other Party, provided that such replacement is of comparable authority and scope of responsibility within that Party's organization as the individual he or she is replacing. The CRB shall meet (either in person or by teleconference) at least once in each [***]period

following its establishment. For the avoidance of doubt, the CRB shall be for discussion and review purposes only and as such (a) the CRB shall have no decision making authority and (b) the CRB's consent is not required for the conduct of any Commercialization or Medical Affairs Activities.

6.9. Commercialization Costs. [***]

6.10. Territorial Considerations.

6.10.1 Grünenthal shall use reasonable endeavours to ensure that its Commercialization activities for the Product in the Field in the Territory and its Medical Affairs Activities for the Product in the Field for the Territory do not have any material adverse effect on MSB's Commercialization and Medical Affairs Activities (i) for the Product in the Field outside the Territory or (ii) for the Product outside the Field in the Territory, provided that, in each case, nothing in this Section 6.10.1 shall prevent Grünenthal or any licensee or partner of Grünenthal from determining the strategy with respect to pricing of the Product in the Field in the Territory.

6.10.2 MSB shall use reasonable endeavours to ensure that its Commercialization and Medical Affairs Activities (i) for the Product outside the Territory and (ii) for the Product outside the Field in the Territory (in each case, whether conducted by MSB or by any licensee or partner of MSB) do not have any material adverse effect on Grünenthal's Commercialization activities for the Product in the Field in the Territory or Medical Affairs Activities for the Product in the Field for the Territory, provided that, in each case, nothing in this Section 6.10.2 shall prevent MSB or any licensee or partner of MSB from determining the strategy with respect to pricing of the Product outside the Territory or outside the Field in the Territory.

6.10.3 Between meetings of the CRB, upon the reasonable request of either Party, the Parties shall schedule additional meetings or conference calls to discuss (a) the harmonization and co-ordination of (i) Grünenthal's Commercialization and Medical Affairs Activities for the Product hereunder and (ii) MSB's Commercialization and Medical Affairs Activities for the Product in the Field outside the Territory and for the Product outside the Field in the Territory (in each case, whether conducted by MSB or by any licensee or partner of MSB), and (b) any other steps as may be reasonably required to ensure that the territorial considerations described in Sections 6.10.1 and 6.10.2 are achieved.

Article 7

MANUFACTURE / SUPPLY

7.1. Development Supply. MSB shall be responsible for the supply of all requirements of Product for the Development activities to be conducted pursuant to this Agreement. MSB shall use all reasonable endeavours to ensure that supplies of the Product are available in such quantities, at such quality and at such times as is reasonably required to support all activities covered by the Development Plan. [***].

7.2. Specifications. Except as expressly permitted by this Agreement, MSB shall not make any changes to the Specifications without Grünenthal's

prior written approval, such approval not to be unreasonably withheld, conditioned or delayed. If either Party believes a change to the Specifications is necessary or appropriate, such Party shall propose such change to the JSC (or any Sub-Committee to whom the JSC has delegated such responsibility) for review and discussion.

7.3. Regulatory Approvals for Manufacture. For the avoidance of doubt, in accordance with Section 8.1, with respect to Product supplied by MSB hereunder MSB shall be responsible, at its expense, for filing, obtaining and maintaining any Regulatory Approvals required for the supply of the Product (including any tissue bank licences for the Manufacture of the Product).

7.4. Direct Supply From Third Party Manufacturers.

7.4.1 At Grünenthal's request, MSB will use reasonable efforts to facilitate the negotiation among Grünenthal and any Third Party Manufacturer of a direct supply agreement between Grünenthal and such Third Party Manufacturer, including pursuant to that manufacturing side letter agreement between the Parties and [***]dated on or about the Effective Date (each a "**Direct Supply Agreement**") pursuant to which Grünenthal would have a right to obtain commercial supply of the Product or any materials used in the Manufacture of the Product directly from the Third Party Manufacturer. Grünenthal shall keep MSB reasonably informed as to its commencement and finalization of negotiations for any Direct Supply Agreement and shall give MSB the right to review and comment on such agreement prior to the execution thereof (provided that (i) MSB shall provide its comments within[***] of receipt of the draft from Grünenthal and (ii) nothing in this Section 7.4.1 shall require Grünenthal to breach any obligation of confidentiality owed to the Third Party Manufacturer). Any such Direct Supply Agreement will be subject to the terms and conditions of Exhibit 7.4.1.

7.4.2 Grünenthal shall procure that each Direct Supply Agreement which it enters into with a Third Party Manufacturer shall include confidentiality provisions at least as protective of MSB's Confidential Information as the provisions of Section 11.1 and provides for (a) use of such Confidential Information by the relevant Third Party Manufacturer solely for the purpose of supplying Product to Grünenthal for the purposes of this Agreement and (b) the right for a Third Party to which such Third Party Manufacturer acting in good faith has no reasonable objection to audit such uses on terms consistent with Section 8.4.1 *mutatis mutandis*. Grünenthal shall also use all reasonable efforts to include a provision in each Direct Supply Agreement that requires the Third Party Manufacturer to assign to MSB any improvements or modifications to MSB's proprietary Manufacturing process (including intellectual property rights with respect thereto, any an "**Process Improvement**") which relate to the Product, including customary further assurances to effect such assignment. To the extent that Grünenthal is unable to secure a provision in any Direct Supply Agreement in accordance with the foregoing sentence, MSB shall be permitted to negotiate such provision directly with the Third Party Manufacturer, provided that MSB shall cooperate with Grünenthal to avoid any unreasonable delay in executing such Direct Supply Agreement, provided that MSB shall not be obligated to accept less than an unconditional assignment of Process Improvements exclusively related to the Product and a non-exclusive, fully paid-up worldwide license (with the right of sublicense of other Process Improvements). Grünenthal shall use all reasonable efforts to obtain the right for MSB to enforce those provisions

referred to in this Section 7.4.2 directly against the relevant Third Party Manufacturer as a third party beneficiary. Where the provisions required by this Section 7.4.2 cannot be negotiated into any Direct Supply Agreement, the matter shall be escalated to the JSC which shall determine an appropriate solution that does not prevent Grünenthal from being able to enter into a Direct Supply Agreement whilst offering MSB appropriate protections with respect to MSB's Confidential Information and Process Improvements.

7.5. Maintenance of Master Cell Banks. MSB shall retain and maintain those master cell banks identified in Exhibit 7.5 for exclusive use by or on behalf of Grünenthal with respect to Product in the Field for the Territory until the earliest of: (a) the [***] of the First Commercial Sale of the Product in the Field in the Territory, (b) the date on which the EMA approves the use of master cell banks produced by [***] for the use in Manufacture of the Product in the Field for Europe, and (c) the date on which the EMA determines that master cell banks produced by [***] cannot be used for Manufacture of the Product in the Field for Europe, provided that if Grünenthal or its designee receives Marketing Approval [***] in the Field from the EMA, MSB's obligation to retain and maintain master cell banks pursuant to this Section 7.5 shall be reduced by an amount proportional to the increase in Product yield for [***] compared with other Product previously Manufactured hereunder. MSB shall not change the storage location of such master cell banks from the site of [***] at which such master cell banks are located as at the Effective Date. At the request of Grünenthal from time to time during the Term, MSB shall make such master cell banks available for use by or on behalf of Grünenthal for the Manufacture of Product in the Field for the Territory.

7.6. Manufacturing Technology Transfer. If Grünenthal has entered into a Direct Supply Agreement for the Manufacture of the Product then, in order to enable Grünenthal or the relevant Third Party Manufacturer to commence Manufacture of the Product for the Field for the Territory, MSB shall on Grünenthal's reasonable written request provide Grünenthal and/or the relevant Third Party Manufacturer with technology transfer assistance regarding the Manufacture of the Product in accordance with the terms of the Manufacturing Technology Transfer Plan (such assistance to be provided in accordance with all Applicable Law, including the applicable guidelines of the ICH and the World Health Organization). [***]

Article 8

REGULATORY AND RELATED MATTERS

8.1. Regulatory Matters.

8.1.1 Responsibility for Regulatory Filings. Except as otherwise expressly provided herein, each Party shall be responsible, at its expense, for filing, obtaining and maintaining Regulatory Approvals for those activities assigned to such Party hereunder in connection with the Development, Manufacture and Commercialization of and conduct of Medical Affairs Activities for Product within the Field in the Territory. All final and other material reports

from non-clinical studies and clinical trials relating to the Product for the Field, as well all technical reports, shall be shared between the Parties as a basis for any such filing. All such final and other material reports and data analyses shall be prepared and delivered in the form in which they are available to the providing Party. The Parties acknowledge that unless the JSC designates otherwise, Grünenthal shall have the right and responsibility for preparing, filing and defending MAAs for Product within the Field in the Territory, provided that at Grünenthal's reasonable request, MSB shall provide full support to Grünenthal with respect to such filings (including, if requested, assistance with analysing and understanding the Data Package and assistance with dossier preparation, including the provision of the integrated summaries of efficacy, the integrated summaries of safety, or other pooled analyses of the clinical data, as needed, and full access at any time (both before and after MAA) to the clinical database and data pooled therefrom and related metadata (e.g. CDISC compliant and assistance with preparing answers to questions from Regulatory Authorities, HTAs and/or national academic bodies). Where the Parties make any simultaneous filings in both the Territory and the United States, the Parties shall consult and coordinate in preparing such filings in order to avoid unnecessary duplication of efforts. All activities under this Section 8.1.1 shall be done subject to the oversight and in full consultation with the JSC (or such Sub-Committee to whom the JSC may delegate such oversight responsibility). Without limiting the foregoing, prior to the filing any MAA for Product within the Field in the Territory, Grünenthal shall provide a copy thereof to MSB for its review and comment (including any associated proposed labeling) and MSB shall provide any comments in relation thereto within [***]of receipt. MSB shall provide Grünenthal with a copy of the Data Package and Dossier as soon as the same are available. Upon request, MSB shall use Commercially Reasonable Efforts to provide Grünenthal with a copy of a BLA or regulatory dossier submitted to any Regulatory Authority outside the Territory other than the FDA with respect to the Product in the Field.

8.1.2 Rights of Reference:

(a) Grünenthal hereby grants MSB (and its designees) a right of reference and full use and access to Regulatory Materials of Grünenthal and its Affiliates with respect to the Product (including MAAs in the Territory) for purposes of obtaining and maintaining Regulatory Approvals for the Product outside the Territory. Grünenthal shall, at MSB's request and expense, take actions reasonably necessary to effect such grant of right of reference and use to MSB, including by making such filings as may be required with Regulatory Authorities in the Territory that may be necessary to record such grant.

(b) MSB hereby grants Grünenthal (and its designees) a right of reference and full use and access to Regulatory Materials of MSB and its Affiliates with respect to the Product (including MAAs outside the Territory) for purposes of obtaining and maintaining Regulatory Approvals for the Product in the Field in the Territory. MSB shall, at Grünenthal's request and expense, take actions reasonably necessary to effect such grant of right of reference and use to Grünenthal, including by making such filings as may be required with Regulatory Authorities outside the Territory that may be necessary to record such grant.

8.1.3 CCDS Responsibility.

(a) Grünenthal shall be responsible for generating and maintaining its own company core data sheet ("CCDS") for the Product in the Field in the Territory at its own cost and expense.

(b) MSB shall be responsible for generating and maintaining its own CCDS for the Product in the Field outside the Territory at its own cost and expense.

8.2. Regulatory Cooperation. Following the Continuation Date, subject to the oversight of the JSC and unless otherwise required by Applicable Law, Grünenthal shall be responsible for liaising with and managing all interactions with applicable Regulatory Authorities with respect to Product within the Field in the Territory and MSB shall provide Grünenthal with any assistance requested by Grünenthal in order to facilitate such interactions with the Regulatory Authorities. MSB shall be entitled to participate in such interactions as provided in this Section 8.2.

8.2.1 Involvement of MSB. Following the Continuation Date, to the extent relating to the Product within the Field in the Territory, Grünenthal shall provide MSB with:

(a) reasonable advance notice (and in no event less than twenty (20) Business Days' advance notice whenever feasible) of substantive meetings (including any Initial Regulatory Meeting) with any Regulatory Authority within the Territory that are either scheduled with, or initiated by or on behalf of, Grünenthal or its Affiliates, and an opportunity to have a reasonable number (but at least two (2)) representatives participate in all substantive meetings with any Regulatory Authority, and in any case shall keep MSB informed as to all material interactions with Regulatory Authorities in relation to the Product in the Field in the Territory; and

(b) a copy of any material documents, information and correspondence submitted to any Regulatory Authority in relation to the Product in the Field in the Territory as soon as reasonably practicable.

8.2.2 Other Regulatory Matters. During the Term, each Party shall, provide the other Party with copies of all material documents, information and correspondence received from any Regulatory Authority (including a written summary of any material communications in which such other Party did not participate). Such documents, information and correspondence shall be provided (i) within twenty-four (24) hours of receipt thereof if they relate to any matter relating to the Product's risk or cost profile or if it relates to the Regulatory Approval process, or (ii) within three (3) Business Days of receipt thereof if it relates to any other matter. Without limitation to the foregoing, each Party shall, upon reasonable request, provide the other Party with copies of any other material documents, reports and communications from or to any Regulatory Authority relevant to Product within the Field in the Territory.

8.3. Exchange of Data. During the Term, each Party shall provide to the other Party all such Party's Data (i.e., in case of MSB, Data comprising Product Know-How, and in the case of Grünenthal, Data comprising GRT Know-How)

in each case with respect to Product that has not previously been provided hereunder, in each case promptly upon request by the other Party and necessary or useful for the other Party to conduct its activities under this Agreement. The Party providing such Party's Data shall provide the same in accordance with any applicable guidelines of the ICH, in electronic form to the extent the same exists in electronic form (and in case of BLA-related data in eCTD format including SAS (full version) data of each clinical trial), and shall provide copies as reasonably requested and an opportunity for the other Party or its designee to inspect (and copy) all other materials comprising such Data (including for example, original patient report forms and other original source data, to the extent access is allowed under Applicable Law). The Parties will cooperate and reasonably agree upon formats and procedures to facilitate the orderly and efficient exchange of such Data, including the agreement of any data transfer agreements that are reasonably required to ensure that the transfer of any personal data required by this Agreement is in compliance with applicable data protection laws.

8.4. Audit Rights.

8.4.1 Audit by Grünenthal. During the Term, MSB shall permit Grünenthal, during normal business hours and upon reasonable advance notice, reasonable access to all relevant facilities of MSB and its Affiliates and Third Party Manufacturers appointed by MSB or its Affiliates, in each case at which Development and Manufacturing activities for the Product are conducted to audit and verify compliance with (i) applicable regulatory requirements with respect to matters relating to the Manufacture (including quality matters) of Product within the Field for the Territory, (ii) all Data to be provided to Grünenthal pursuant to Section 8.3 and (iii) the activities with respect to the Development and Manufacture of the Product. Grünenthal may conduct any such audit itself or using a suitably qualified Third Party consultant selected by Grünenthal and acceptable to MSB (such acceptance not to be unreasonably withheld, conditioned or delayed). Where Grünenthal uses such Third Party consultant to conduct the audit, Grünenthal shall have the right to attend the audit alongside the Third Party consultant. In connection with any such audit, MSB shall have the right to put in place reasonable precautionary measures to prevent any confidential information of any Third Party being disclosed to Grünenthal, provided that such measures do not frustrate the purpose of the audit. MSB shall give Grünenthal and any selected Third Party consultant reasonably necessary assistance for a full and correct conduct of the audit. Grünenthal shall only be permitted to conduct such audits with respect to each applicable facility at a reasonable frequency during the term of this Agreement, unless (i) it has reason to believe (acting reasonably and in good faith) that MSB is in material breach of its obligations under this Agreement, (ii) a serious incident impacting patient health or safety occurs in the conduct of Development activities hereunder or (iii) required by a Regulatory Authority in the Territory, in which case additional audits shall be permitted. Where required by a Regulatory Authority in the Territory, MSB shall allow the Regulatory Authority access to its premises for the purposes of conducting any such audit. Any audit conducted pursuant to this Section 8.4.1 shall not relieve MSB of any of its obligations under this Agreement.

8.4.2 Third Parties. MSB shall procure for Grünenthal the rights set forth in Section 8.4.1 from Third Parties acting on MSB's behalf, including study sites and other contractors with respect to the Product within the Field.

8.5. Safety Data Exchange Agreement. On the Effective Date, the Parties shall enter into a safety data exchange agreement in the form agreed upon by the Parties ("**SDE Agreement**").

Article 9 PAYMENTS

9.1. Fees and Royalty.

9.1.1 Signature Fee. By no later than the date which is the later of (a) ten (10) Business Days after the Effective Date and (b) October 1, 2019, Grünenthal shall pay to MSB \$15,000,000 (fifteen million Dollars) (the "**Signature Fee**"). As at the Amendment and Restatement Date, MSB hereby confirms that it received payment of the Signature Fee in accordance with this Section 9.1.1.

9.1.2 Milestones. Grünenthal shall pay to MSB the amounts set forth in Exhibit 9.1.2 (each, a "**Milestone Payment**") upon the achievement of the corresponding milestone event for Product (each, a "**Milestone Event**"). The Milestone Payments shall each be due and payable to MSB within [***]of Grünenthal becoming aware of the achievement of the corresponding Milestone Event set forth in Exhibit 9.1.2. The Party responsible for the activity to which a Milestone Event relates shall promptly notify the other Party in writing of its achievement of the relevant Milestone Event. Each Milestone Payment shall be payable only once in respect of each Milestone Event. If, prior to the date on which a Milestone Payment for any Milestone Event is due, Grünenthal notifies MSB of a bona fide Milestone Dispute with respect to that Milestone Event (such notification of dispute to be made within[***] of Grünenthal receiving notice from MSB that the Milestone Event has occurred), (i) Grünenthal's obligation to pay the Milestone Payment shall be suspended pending resolution of that Milestone Dispute and (ii) if the outcome of the Milestone Dispute (either through agreement of the Senior Executives in accordance with Section 2.5.2 or by expert determination in accordance with Part A of Exhibit 2.9) is that the Milestone Event has occurred, Grünenthal shall pay the applicable Milestone Payment within [***]of the date on which the Milestone Dispute is resolved or determined.

9.1.3 Royalty. Subject to Sections 9.1.4 to 9.1.8 below and Exhibit 7.4.1 with respect to the Royalty Period, Grünenthal shall pay to MSB that percentage of Annual Net Sales set forth in Exhibit 9.1.3 (the "**Royalty**"). Within [***]after the end of each Quarter, Grünenthal shall deliver to MSB a report setting out in detail the following information: (a) units of Product sold during the Quarter; (b) Net Sales of Product sold during the Quarter; (c) all relevant exchange rate conversions in accordance with Section 9.6; (d) any Supply Price Offset with respect to that Quarter; and (e) the Royalty due to MSB with respect to such Net Sales. The calculation in the report shall be made in, and the Royalty shall be payable in, Dollars. Following receipt of such report, MSB shall provide Grünenthal with an invoice for the Royalties for that Quarter, as specified in the report.

9.1.4 Royalty Period. On a country-by-country basis, sales of the Product by Grünenthal shall be royalty free both (a) prior to the Royalty Start Date for that country and (b) following expiring of the Royalty Period for that country.

9.1.5 Royalty Offset. If a Party is unable to resolve a Third Party's claim or assertion of infringement of a Patent or other intellectual property right with respect to the manufacture, use, sale, offer for sale or importation of Product within the Field in the Territory in accordance with Section 10.3 and the claim or assertion of infringement remains outstanding, then Grünenthal, acting in a commercially reasonable manner, may obtain a licence from such Third Party allowing Grünenthal to Commercialize the Products in accordance with this Agreement without infringing such Third Party's Patent or other intellectual property right.

In such event, Grünenthal shall be entitled to offset an amount equal to the payments made to such Third Party in any Quarter against the Royalty payments that would otherwise be payable to MSB in respect of that Quarter, provided that in no event shall such offset otherwise reduce the Royalty otherwise payable by more than [***].

9.1.6 Royalty Reduction for Competition. If any Third Party Commercializes any Third Party Competitive Product in any country in the Territory after the First Commercial Sale of the Product in the Territory, the Royalties payable by Grünenthal with respect to that country pursuant to Section 9.1.3 shall be reduced as follows:

(a) if the aggregate market share of all Third Party Competitive Products in that country during any Annual Period is less than [***], there will be no reduction in Royalties owed for Annual Net Sales in that country;

(b) if the aggregate market share of all Third Party Competitive Products in that country during any Annual Period is greater than or equal to [***]but less than[***], then the Royalties owed for Annual Net Sales in that country for each Annual Period thereafter will be reduced to an amount equal to [***]of the royalty rates set out in Exhibit 9.1.3;

(c) if the aggregate market share of all Third Party Competitive Products in that country is [***]or more during any Annual Period, then the Royalties owed for Annual Net Sales in that country for each Annual Period thereafter will be reduced to an amount equal to [***]of the royalty rates set out in Exhibit 9.1.3; and

(d) if the aggregate market share of all Third Party Competitive Products in that country is [***]or more during any [***]Annual Periods, then (i) the Royalties owed for Annual Net Sales in that country for each Annual Period thereafter will be reduced to a royalty rate of [***]of Net Sales and (ii) such royalty rate shall apply to all Annual Net Sales in that country such that the royalty tiers described in Exhibit 9.1.3 shall no longer apply to that country.

The aggregate market share of Third Party Competitive Products in the Territory in any Annual Period shall be calculated by reference to (i) aggregate unit sales of all [***]Products in the Field in the relevant country in the Territory in that Annual Period, divided by (ii) aggregate unit sales of all [***]Products and the Product in the Field in the relevant country in the Territory

in that Annual Period. Unless otherwise agreed by the Parties, the unit sales of each such Competing Product sold during a half calendar year will be as reported by IQVIA, formerly known as IMS America Ltd. of Plymouth Meeting, Pennsylvania (“IMS”) or any successor to IMS or any other independent sales auditing firm reasonably agreed upon in writing by the Parties as being an appropriate source of information in the Territory.

9.1.7 European Royalty Reduction Based on Gross Margin. If, in any Quarter, Grünenthal’s Gross Margin for the Product in any country within Europe is less than [***], then for so long as Grünenthal’s Gross Margin for the Product in any country within Europe remains less than [***], each applicable Royalty Rate for Annual Net Sales in that country will be reduced to a rate equal to [***] of the royalty rates set out in Exhibit 9.1.3. Net Sales from the so affected country(ies) within Europe shall be attributed on a pro-rata basis to each royalty tier under which Royalties are paid during the applicable Annual Period. For the avoidance of doubt, Gross Margin shall always be calculated disregarding any reduction of the royalty rate that would be made pursuant to this Section 9.1.7.

9.1.8 Royalty Reduction for Material Breach. If (a) MSB commits any material breach of this Agreement in relation to which MSB becomes liable to pay any damages to Grünenthal (whether by way of any settlement agreed between the Parties or by way of arbitral award made pursuant to any arbitration under Section 14.4) and (b) MSB fails to pay such damages in accordance with the terms of the relevant settlement or arbitral award and fails to remedy such failure within [***] of receipt of written notice from Grünenthal requiring it to do so, then [***]

9.1.9 Within [***] following the end of each Annual Period, the Parties shall collaborate (acting reasonably and in good faith) in the conduct of a Royalty true-up to ensure that the Royalties paid with respect to that Annual Period accurately reflect the requirements of Sections 9.1.3 to 9.1.8 having regard to the various reductions, adjustments and set-offs referenced in those Sections.

9.2. Payment Method. All payments due under this Agreement to a Party from another Party shall be made by bank wire transfer in immediately available funds to the relevant account outlined below (or such alternative account as may be notified by the receiving Party to the paying Party from time to time on written notice) and shall be non-refundable and non-creditable, (except for the [***]). All payments hereunder shall be made in Dollars. Except as otherwise provided herein, all payments due under this Agreement shall be due and payable within [***] of the date of invoice. If the receiving Party notifies the paying Party of an alternative account for payment, (a) its notice to the paying Party of the new account shall identify the details of the account including the name of the account holder (which must be the receiving Party or an Affiliate of the receiving Party) and (b) the change in account shall only take effect with respect to payments due after the date that is [***] following the paying Party’s receipt of notice of the change.

MSB account details as the Amendment and Restatement Date:

[***]

[***]

9.3. Taxes.

9.3.1 The Parties agree that for income tax purposes in any jurisdiction they will treat the transaction under this Agreement, unless otherwise required by Applicable Law, as a collaboration agreement that does not constitute a partnership or a joint venture, and agree to not take (or cause any Person to take), any position on any Tax return or in the course of any audit, examination or other proceeding inconsistent with such treatment, unless otherwise required by Applicable Law and except upon a final determination of the applicable Taxing Authority.

9.3.2 All payments made under this Agreement shall be net prices and free and clear of any and all taxes (like sales and use taxes, consumption taxes, goods- and sale taxes or value added taxes or comparable taxes), duties, levies, fees or other charges, except for withholding taxes. Where any sum due to be paid to a Party hereunder is subject to any withholding tax, the Parties shall use Commercially Reasonable Efforts to do all such acts and things and to sign all such documents as will enable them to take advantage of any applicable double taxation agreement or treaty. In the event there is no applicable double taxation agreement or treaty, or if an applicable double taxation agreement or treaty reduces but does not eliminate such withholding or similar tax, the paying Party shall deduct any withholding taxes from payment and pay such withholding or similar tax to the appropriate government authority. In any case the entitled Party (to be defined by the contract) will apply for issuing the tax certificate of paid withholding tax at the tax authority and send this certificate in the original version to the partner.

9.4. Inspection of Records.

9.4.1 Grünenthal shall, and shall cause its Affiliates to, keep full and accurate books and records setting forth (a) gross amounts invoiced of Product, Net Sales of Product, itemized deductions from gross amounts invoiced taken to calculate Net Sales and (b) other particulars necessary to calculate amounts payable to MSB under this Article 9. Grünenthal shall permit MSB, by independent qualified public accountants engaged by MSB and reasonably acceptable to Grünenthal (provided that the firms described on Exhibit 9.4.1 shall be deemed acceptable), to examine such books and records at any reasonable time during normal working hours on reasonable (at least [***]) prior notice, but not later than [***] following the rendering of any corresponding reports, accountings and payments pursuant to this Article 9. The foregoing right of review may be exercised only once during each Annual Period, unless there is a reasonable basis for exercise of such right of review more frequently.

9.4.2 If, as a result of any such examination, MSB reasonably concludes that Grünenthal has underreported the Royalty or other amounts payable hereunder to MSB under this Article 9, MSB shall inform Grünenthal of its disagreement with the calculation of Royalty or other amounts payable to MSB in a written notice setting forth MSB's calculation of Royalty or other amounts payable to MSB in reasonable detail. If the Grünenthal does not dispute the calculations set forth in MSB's notice within [***] after receipt of such notice from MSB, the

calculations in MSB's notice shall be deemed the final Royalty or other amounts payable to MSB hereunder for such period.

9.4.3 In the event Grünenthal disputes MSB's calculation of Royalty or other amounts payable to MSB as set forth in such notice, Grünenthal shall within [***]after receipt of such notice from MSB, provide written notice to MSB of its disagreement with MSB's notice and the Parties will attempt thereafter to resolve such dispute amicably. If after [***]the Parties are unable to resolve such dispute, the Parties agree to submit the dispute for resolution to an independent Third Party accounting firm jointly selected by the Parties and the decision of such independent accounting firm as to as to the amount of Royalty or other amount for such audited period shall be final (absent clear error).

9.4.4 MSB shall bear its cost of any such examination and review (including the fees of the independent accounting firm jointly selected by the Parties); *provided* that if the inspection and audit shows an underpayment of more than the lesser of [***], then Grünenthal shall promptly reimburse MSB for all reasonable costs incurred in connection with such examination and review. Grünenthal shall promptly pay to MSB the amount of any underpayment revealed by an examination and review. At Grünenthal's election, Grünenthal may either require MSB to promptly pay to Grünenthal the amount of overpayment by Grünenthal revealed by such examination and review or make the amount of such overpayment fully creditable against future payment owed by Grünenthal to MSB under this Article 9.

9.5. Late Payment. Any payments or portions thereof due hereunder which are not paid when due shall bear interest equal to the lesser of (a) the rate equal to [***], effective for the date that payment was due, plus an additional [***], or (b) the maximum rate permitted by Applicable Law, calculated on the number of days such payment is delinquent. This Section 9.5 shall in no way limit any other remedies available to either Party. For the purposes of this Section 9.5, [***]

9.6. Currency Conversion. If any currency conversion shall be required in connection with the calculation of amounts payable hereunder, such conversion shall be made using the same exchange rates used by Grünenthal for its own public financial reporting purposes, or if none is used, then the average of the buying and selling rates on the last Business Day of the Relevant Period to which the amount applies as published by the European Central Bank.

9.7. Acknowledgement. The Parties acknowledge that the economic terms and conditions set forth herein were negotiated and agreed to and represent a fair and equitable allocation of the value from Product within the Field in the Territory. The Parties further acknowledge that there is considerable value in the Product Technology (including the Product Know-How) that is consistent with the economic terms and conditions herein.

Article 10
INTELLECTUAL PROPERTY

10.1. **Ownership of Inventions.** As between the Parties, all right, title and interest to inventions and other subject matter made (a) solely by or on behalf of MSB in the course of conducting activities under this Agreement (“**MSB Sole Inventions**”) and all intellectual property rights therein (including Patents claiming the same, the “**MSB Sole Patents**”) shall be solely owned by MSB, (b) solely by or on behalf of Grünenthal in the course of conducting activities under this Agreement (“**GRT Sole Inventions**”) and all intellectual property rights therein (including Patents claiming the same, the “**GRT Sole Patents**”) shall be solely owned by Grünenthal, and (c) made jointly by or on behalf of each Party in the course of conducting activities under this Agreement (“**Joint Inventions**”) and all intellectual property rights therein (including Patents claiming the same, the “**Joint Patents**”) shall be jointly owned by Grünenthal and MSB. For the avoidance of doubt, (i) MSB reserves the right to use, practice or otherwise exploit any and all MSB Sole Inventions, MSB Improvements and Joint Inventions for any and all purposes subject to the rights granted under Section 3.1 and (ii) Grünenthal reserves the right to use, practice or otherwise exploit any and all GRT Sole Inventions and Joint Inventions for any and all purposes. Subject to any exclusive rights granted under this Agreement, each Party shall have the rights to license, assign or otherwise exploit Joint Inventions or the intellectual property therein (including Joint Patents) without the obligation to obtain any approval or accounting and each Party waives any such approval or accounting right.

10.2. **Patent Prosecution.**

10.2.1 **Prosecution by MSB.** Subject to Section 10.2.2, MSB (or its designee) shall control the Prosecution and Maintenance of Product Patents (including Joint Patents).

10.2.2 **Back-Up Rights for Grünenthal.** In the event MSB determines to abandon any Product-Specific Patent or Joint Patent in any jurisdiction in the Territory (without initiation of the Prosecution and Maintenance of a substitute therefor), MSB shall provide Grünenthal with prompt written notice (at least [***]prior to the date such abandonment would become effective), in which event Grünenthal shall have the right, at its option, to require the assignment of all right, title and interest in and to such Patent, without further consideration, to Grünenthal (or its designee) and assume the Prosecution and Maintenance of such Patent in its own name. In the event MSB determines to abandon any Non-Product-Specific Patent in any jurisdiction in the Territory (without initiation of the Prosecution and Maintenance of a substitute therefor), (a) MSB shall provide Grünenthal with at least [***]notice prior to the date such abandonment would become effective, (b) within [***]after such notice, by written notice to MSB, Grünenthal shall have the right to require MSB to continue Prosecuting and Maintaining such Patent or assign such Patent to Grünenthal (or its designee) and (c) within [***]after MSB’s receipt of such notice, MSB shall provide notice to Grünenthal if MSB elects to continue to Prosecute and Maintain such Patent and if no such notice is provided by MSB, Grünenthal shall have the right, at its option, to require the assignment of all right, title and interest in and to such Patent, without further consideration, to

Grünenthal (or its designee) and assume the Prosecution and Maintenance of such Patent in its own name.

10.2.3 Cooperation. With respect to any Product Patent (including Joint Patents), the Party controlling the Prosecution and Maintenance shall (a) keep the other Party reasonably informed on such activities (including notifying the other Party of all material developments with respect to such activities in the Territory in a timely manner and providing the other Party copies of all material documents received and filed in connection with the Prosecution and Maintenance of such Product Patent), and (b) provide the other Party an opportunity to review and comment on material submissions and correspondence with any patent office and shall: (i) with respect to Non-Product-Specific Patents, in good faith, take into consideration the other Party's input with respect thereto; and (ii) with respect to Product-Specific Patents, incorporate such comments unless it has a reasonable basis not to do so, which basis is communicated to and discussed in good faith with the other Party.

10.2.4 Product-Specific Claims. MSB shall consider in good faith any reasonable request by Grünenthal to separate Product-Specific Claims into a Product-Specific Patent, by filing appropriate divisional(s) or otherwise, to the extent it would not interfere with any other claims in or otherwise be detrimental to any Patent in which MSB has an interest.

10.2.5 Patent Costs. The Prosecution and Maintenance of Product Patents by MSB (or its designee) shall be at MSB's expense, except that Grünenthal shall be responsible for reimbursing MSB for [***]of the Third Party costs and expenses incurred by MSB or its Affiliate for the Prosecution and Maintenance of Joint Patents within [***]after receipt of an invoice from MSB therefor. If Grünenthal provides MSB with [***]written notice specifying that it no longer desires to bear such costs and expenses with respect to a particular Joint Patent, then [***]after MSB's receipt of such notice, Grünenthal shall not be responsible for any further costs or expenses under this Section 10.2.5 related to any such Joint Patent; provided however that Grünenthal shall be responsible for any costs and expenses incurred up to and as of the date that is [***]after MSB receives such notice, and all right, title and interest in and to such Joint Patent (together with any Patents issuing thereon or therefrom) shall be assigned, without further consideration, to MSB (subject to the rights granted under Section 3.1).

10.3. Defense of Third Party Infringement Claims. If Product becomes the subject of a Third Party's claim or assertion of infringement of a Patent or other intellectual property right with respect to the manufacture, use, sale, offer for sale or importation of Product within the Field in the Territory, the Party first having notice of the claim or assertion shall promptly notify the other Party, and the Parties shall promptly confer to consider the claim or assertion and the appropriate course of action. Unless the Parties otherwise agree in writing, each Party shall have the right to defend itself against a suit that names it as a defendant (the "**Defending Party**"). Neither Party shall enter into any settlement of any claim described in this Section 10.3 that adversely affects the other Party's rights or interests without such other Party's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. In any event, the other Party shall reasonably assist the Defending Party and cooperate in any such litigation at the Defending Party's request and expense.

10.4. Enforcement.

10.4.1 Notice. Subject to the provisions of this Section 10.4, in the event that either Party reasonably believes that any Product Patent is being infringed by a Third Party within the Field in the Territory or is subject to a declaratory judgment action arising from such infringement, such Party shall promptly notify the other Party. In addition, each Party shall promptly notify the other Party in the event it receives any written claim contesting the validity, ownership or enforceability (as applicable) of any of the Product Technology.

10.4.2 By Grünenthal within the Field. As between the Parties, Grünenthal shall have the initial right (but not the obligation) to initiate and control at its expense any enforcement action with respect to any infringement of any Product Patent solely within the Field in the Territory, to defend any declaratory judgment action with respect to any Product-Specific Patent in the Territory, and to defend any claim contesting the validity, ownership or enforceability (as applicable) of any Product-Specific Patent in the Territory (each, an “**Enforcement Action**”) provided that (a) such right to initiate or defend an Enforcement Action with respect to Non-Product-Specific Patents is subject to MSB’s approval, not to be unreasonably withheld, conditioned or delayed and (b) MSB, at its option, shall have the right, within [***]after commencement of a declaratory judgment action with respect to a Product-Specific Patent, to intervene and participate in the defense of the action at its own expense. In the event that Grünenthal or its designee fails to commence an Enforcement Action with respect to any infringement of any Product Patent within [***](or such shorter period necessary to initiate and maintain full rights of enforcement under such action) of a request by MSB to do so, MSB or its designee may commence an Enforcement Action with respect to such infringement at its own expense. With respect to any Enforcement Action controlled by Grünenthal under this Section 10.4.2, MSB agrees to join such Enforcement Action as a party, or to permit Grünenthal to add MSB as a party, upon Grünenthal’s request and expense, in the event and to the extent Grünenthal reasonably believes such joinder is necessary to fully enforce rights under, and obtain remedies in respect of, any Product Patent.

10.4.3 Other Enforcement Actions. As between the Parties, MSB or its designee shall have the sole right (but not the obligation) to initiate and control at its expense any enforcement action with respect to infringement of any Product Patent in the Territory not solely within the Field, to defend any declaratory judgment action with respect to any Non-Product-Specific Patent, and to defend any claim contesting the validity, ownership or enforceability (as applicable) of any Product Technology other than Product-Specific Patents in the Territory. In the event that (a) MSB or its designee fails to commence an enforcement action or defense pursuant to this Section 10.4.3 with respect to any such matters within the Field in the Territory (which actions or defense shall also be considered an Enforcement Action) within ninety (90) days of its receipt of Grünenthal’s written request for initiation of such an action (or within such shorter period as may be necessary to initiate and maintain full enforcement rights under such an action), (b) there is a reasonable likelihood of success on the merits for such an action or defense; provided that in the event the Parties do not agree on whether there is a reasonable likelihood of success on the merits, such matter shall be referred to an independent patent attorney(s) mutually agreed by the Parties (which attorney shall have at least twenty five (25) years of biopharmaceutical patent litigation experience in the Territory) for resolution, (c) MSB is not enforcing any other Product Patent against such Third Party infringer in respect of infringement of such Product Patent in the

Territory and within the Field, and (d) there is not a Product-Specific Patent that Grünenthal could enforce against such Third Party infringer; then after consulting with MSB regarding Grünenthal's reasons for believing that failure to commence or defend such action may have a material adverse impact on any of the Grünenthal Rights or the Grünenthal's exercise or enjoyment thereof and considering in good faith any concerns that MSB may have regarding commencement or defense of such action, Grünenthal or its designee may commence an enforcement action or defense with respect to such infringement within the Field or defense of such Non-Product-Specific Patent, and shall have the sole right to control any such action at its own expense; provided that MSB, at its option, shall have the right at any time to participate in such action at its own expense. MSB agrees to join any such enforcement action as a party, or to permit Grünenthal to add MSB as a party, upon Grünenthal's request, in the event and to the extent Grünenthal reasonably believes such joinder is necessary to fully enforce rights under, and obtain remedies in respect of, such infringement.

10.4.4 Cooperation. The Party commencing, controlling or defending any Enforcement Action under this Section 10.4 (the "Enforcing Party") shall keep the other Party reasonably informed of the progress of any such Enforcement Action, and such other Party shall have the right to participate with counsel of its own choice at its own expense. In any event, the other Party shall reasonably cooperate with the Enforcing Party, including providing information and materials, at the Enforcing Party's request and expense. The Enforcing Party shall also have the right to control settlement of such Enforcement Action; *provided, however*, no settlement shall be entered into without the prior written consent of the other Party if such settlement would materially and adversely affect the interests of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. The Enforcing Party shall carefully and duly consider any comments the other Party provides regarding such Enforcement Action.

10.4.5 Recoveries. Any recovery received as a result of any Enforcement Action to enforce any Product Patent pursuant to this Section 10.4 shall be used first to reimburse each Party for the costs and expenses (including court, attorneys' and professional fees) incurred in connection with such Enforcement Action, and the remainder of the recovery shall be shared between MSB and Grünenthal [***]

10.4.6 Enforcement Outside the Territory. If MSB initiates any enforcement action with respect to the infringement of any Product-Specific Patent outside the Territory, MSB shall (a) keep Grünenthal reasonably informed of the progress of such Enforcement Action, (b) to the extent the outcome of such Enforcement Action could affect Grünenthal's interests in the Territory, carefully and duly consider any comments the other Party provides regarding such Enforcement Action and (c) not settle such Enforcement Action without the prior written consent of Grünenthal if such settlement would materially and adversely affect the interests of Grünenthal, such consent not to be unreasonably withheld, conditioned or delayed.

10.4.7 Entity. In this Section 10.4, a reference to MSB shall mean (a) Mesoblast Limited to the extent the relevant Patent is Controlled by Mesoblast Limited, and (b) Mesoblast Sàrl to the extent the relevant Patent is Controlled by Mesoblast Sàrl.

10.5. Regulatory Exclusivity. In the event that either Party reasonably believes that exclusivity rights under any Marketing Approval for the Product within the Field in the Territory are being violated (whether by making,

using, offering, for sale or selling any biosimilar equivalent of Product, or otherwise) by a Third Party, such Party shall promptly notify the other Party. For clarity, as holder of the Marketing Approval for a Product, Grünenthal shall have the first right to bring any action to enforce such exclusivity rights arising from a Marketing Approval for the Product within the Field in the Territory.

10.6. Patent Marking. To the extent required by Applicable Law, Grünenthal shall mark (or cause to be marked) Product Commercialized hereunder, in those countries in which such notices impact recoveries of damages or remedies available with respect to infringements of Patents, with appropriate Product Patent numbers or indicia consistent with Applicable Law.

10.7. Data. All Data generated by or on behalf of a Party through the performance of activities under this Agreement shall be owned by that Party unless expressly stated otherwise hereunder.

10.8. Trademarks. Grünenthal shall be solely responsible for the selection (in good faith consultation with MSB), registration, prosecution, maintenance, enforcement and defense of, and will solely own all right, title and interest in, all Trademarks for use in connection with the Commercialization of the Product within the Field in the Territory (collectively, the "**Product Marks**"), as well as all expenses associated therewith. Grünenthal will have the right to implement a branding strategy for Product, as outlined in the Commercialization Plan using such Product Marks.

10.9. Recordal of Licence. Grünenthal shall have the right to record any licence granted to it by MSB under this Agreement at any relevant intellectual property registry. Upon Grünenthal's request, MSB shall ([****]) provide Grünenthal with any assistance reasonably requested by Grünenthal to enable Grünenthal to exercise its right under this Section 10.9.

Article 11 CONFIDENTIALITY

11.1. Confidentiality; Exceptions. Except to the extent expressly authorized by this Agreement or otherwise agreed by the Parties in writing, the Parties agree that the receiving Party shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement any confidential or proprietary information or materials furnished to it by the other Party pursuant to this Agreement (collectively, "**Confidential Information**"). The terms and conditions of this Agreement shall be deemed to be the Confidential Information of each Party. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information or materials to the extent that it can be established by written documentation by the receiving

Party that such information or material:

hereunder;

- 11.1.1 was already known to or possessed by the receiving Party without any obligation of confidentiality, at the time of its disclosure to the receiving Party
- 11.1.2 was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party hereunder;
- 11.1.3 became generally available to the public or otherwise part of the public domain after its disclosure hereunder other than through any act or omission of the receiving Party in breach of this Agreement;
- 11.1.4 was independently developed by the receiving Party without use of or reference to the other Party's Confidential Information as demonstrated by documented evidence prepared by the receiving Party contemporaneously with such independent development; or
- 11.1.5 was disclosed to the receiving Party, other than under an obligation of confidentiality, by a Third Party not known by the receiving Party to have an obligation to the disclosing Party not to disclose such information to others.

11.2. Authorized Use and Disclosure. Each Party may disclose Confidential Information of the other Party to the extent such disclosure is reasonably necessary in the following situations:

- 11.2.1 Prosecuting and Maintaining Product Patents in accordance with Section 10.2 provided that the receiving Party has provided reasonable prior notice of such disclosure to the disclosing Party (unless prohibited by Applicable Law) and had due regard to any representation made by the disclosing Party in relation to such disclosure;
- 11.2.2 complying with the requirement of Regulatory Authorities with respect to filing for, obtaining and maintaining Regulatory Approvals for Product in accordance with this Agreement (including conducting Development of Product provided that the receiving Party has provided prior reasonable notice of such disclosure to the disclosing Party (unless prohibited by Applicable Law) and had due regard to any representation made by the disclosing Party in relation to such disclosure;
- 11.2.3 complying with Applicable Laws and regulations promulgated by security exchanges, court order or administrative subpoenas or orders or otherwise submitting information to tax authorities and other governmental authorities; provided that the receiving Party has provided prior notice of such disclosure to the disclosing Party (unless prohibited by Applicable Law) and afforded the disclosing Party the opportunity to resist or obtain protections in respect of such disclosure;
- 11.2.4 disclosure to its or its Affiliates' employees, consultants, advisors (including financial advisors, lawyers and accountants), permitted sublicensees and subcontractors, and others on a need to know basis, for the sole purpose of performing its or its Affiliates' obligations or exercising its or its Affiliates' rights under this Agreement, *provided* that in each case the recipient of such Confidential Information are bound by written or otherwise

legally enforceable obligations of confidentiality and non-use at least as equivalent in scope as those set forth in this Article 11 prior to any such disclosure; and

11.2.5 disclosure to existing and potential merger partners, investors, acquirers or licensees, including their respective consultants and professional advisors (including financial advisors, lawyers and accounts), solely on a need-to-know basis in order to evaluate an actual or potential investment, acquisition or business transactions; and *provided* that in connection with such disclosure, the disclosing Party shall inform each disclosee of the confidential nature of such information and cause each disclosee to treat such information as confidential consistent with the nature of the Confidential Information so disclosed and provided further that the receiving Party has provided prior notice of such disclosure to the disclosing Party (excluding details of the recipient) and had due regard to any representation made by the disclosing Party in relation to such disclosure.

11.3. Prior Agreements. This Agreement supersedes (a) the mutual non-disclosure agreement between Mesoblast Limited and Grünenthal dated [***] (as extended by such Persons) and (b) that certain term sheet between Mesoblast Limited and Grünenthal dated [***] with respect to Part iv (Confidentiality) thereof (the "**Prior Understandings**"). All such information or materials disclosed or provided by MSB or its Affiliates to Grünenthal or its Affiliates (or their representatives) under the Prior Understandings shall be deemed Confidential Information of MSB (subject to the exceptions set forth herein) and shall be subject to Grünenthal's confidentiality obligations under this Article 11. All such information disclosed by Grünenthal or its Affiliates to MSB or its Affiliates (or their representatives) under the Prior Understandings shall be deemed Confidential Information of Grünenthal (subject to the exceptions set forth herein) and shall be subject to MSB's confidentiality obligations under this Article 11.

11.4. Scientific Publications.

11.4.1 The Parties, through the JSC or CRB (as applicable) shall (a) determine the strategy for, (b) develop a publication plan in relation to, and (c) coordinate, the publication and presentation of results of clinical trials of the Product and other Data generated in the conduct of the Development activities hereunder.

11.4.2 Each Party recognises that the publication of papers regarding results of and other information regarding activities under this Agreement, including oral presentations and abstracts, may be beneficial to both Parties, *provided* such publications are subject to reasonable controls to protect Confidential Information. In particular, it is the intent of the Parties to maintain the confidentiality of any Confidential Information included in any patent application until such patent application has been published. Accordingly each Party shall submit to the other Party any proposed publication or public disclosure containing clinical or scientific results relating directly to Product within the Field at least [***] in advance (subject to a Party's right to make disclosures described in Section 11.2.3) to allow the other Party to review such proposed publication or disclosure. The reviewing Party shall notify the requesting Party in writing during such [***] reviewing period if the reviewing Party wishes to (a) remove its Confidential Information

from such proposed publication or presentation, in which event the requesting Party shall remove such Confidential Information from its proposed publication or presentation; or (b) request a reasonable delay in publication or presentation in order to protect patentable information, in which event the requesting Party shall delay the publication or presentation for a period of no more than [***] to enable patent applications to be filed in accordance with Section 10.2 protecting inventions disclosed in such publication or presentation. If, during the [***] reviewing period, the reviewing Party notifies the requesting Party that it does not consent to the publication due to any good faith concerns that the publication would be contrary to Applicable Laws, detrimental to the Product in the Field or detrimental to the interests of the reviewing Party, the requesting Party shall not make the publication and the matter shall be referred to the JSC for resolution. For clarity, if the reviewing Party fails to notify the requesting Party during the [***] reviewing period as provided under this Section 11.4, the requesting Party shall be free to proceed with the proposed publication or presentation.

11.5. Publicity.

11.5.1 Press Release.

(a) The Parties issued a press release upon the Effective Date; MSB and Grünenthal agree each may disclose to Third Parties the information contained in such press release without the need for further approval by the other.

(b) Subject to Section 11.5.1(a) and 11.5.1(c), neither Party shall make any further public announcements or issue any further press releases referencing this Agreement, the subject matter of this Agreement or the other Party (“**Public Announcement**”) without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned or delayed, however, to the extent such Public Announcement is required by Applicable Law or any recognized stock exchange on which the Announcing Party’s stock trades as determined by the Announcing Party in consultation with its outside legal counsel, such Public Announcement shall be deemed consented to by the other Party. The Parties agree to consult with each other reasonably and in good faith with respect to the text and timing of any Public Announcements prior to its issuance.

(c) In addition to the requirements of Section 11.5.1(b), where either Party (the “**Announcing Party**”) wishes to make any further Public Announcement:

(i) the Announcing Party shall provide the other Party with a written draft of the Public Announcement at least 48 hours prior to the proposed publication of the Public Announcement (unless the rules of any recognized stock exchange on which the Announcing Party’s stock trades require publication sooner, in which case the Announcing Party shall be permitted to publish the Public Announcement provided that it indemnifies the other Party’s Indemnitees (i.e., Grünenthal Indemnitees, if MSB is the Announcing Party, and MSB Indemnitee, if Grünenthal is the Announcing Party) from and against any Losses incurred by the other Party’s Indemnitees as a result of such sooner publication) in accordance with Section 12.5;

(ii) if the other Party’s consent to the publication of the Public Announcement is conditional on the incorporation of any reasonable comments raised by the other

Party, the Announcing Party shall incorporate such reasonable comments into the Public Announcement prior to publication (however, to the extent such Public Announcement is required by Applicable Law or any recognized stock exchange on which the Announcing Party's stock trades as determined by the Announcing Party in consultation with its outside legal counsel, such condition shall only apply if consistent therewith as determined by the Announcing Party in consultation with its outside legal counsel); and

(iii) if the Announcing Party is found to be in breach of either Section 11.5.1(b) or Section 11.5.1(c)(ii), in accordance with Section 14.4, then the arbitrators shall determine the applicable damages, if any, payable to the other Party as a result of such breach.

11.5.2 Publicity Review. The Parties acknowledge the importance of supporting each other's efforts to publicly disclose results and significant developments regarding Product within the Field in the Territory and other activities in connection with this Agreement, beyond what may be strictly required by Applicable Law and the rules of recognized stock exchanges. If, from time to time, a Party wishes to make any such disclosure which is not strictly required by Applicable Law or the rules of recognized stock exchanges it shall provide the other Party with written details of the proposed disclosure and shall only make such disclosure if it has received the other Party's prior written consent (not to be unreasonably withheld, conditioned or delayed). Such disclosures may include disclosures relating to achievement of significant events in the Development (including regulatory process and occurrence of Marketing Approval for Product within the Field in the Territory) or Commercialization of Product within the Field in the Territory hereunder. Unless otherwise requested by MSB, Grünenthal shall indicate that MSB is the owner and innovator of Product and the Product Technology in each public disclosure regarding Product issued by Grünenthal pursuant to this Section 11.5.2. The principles to be observed by each Party in such disclosures shall be accuracy, compliance with Applicable Law and regulatory guidance documents, reasonable sensitivity to potential negative reactions of applicable Regulatory Authorities and the need to keep investors and others informed regarding the requesting Party's business, including as required by the rules of recognized stock exchanges.

For the avoidance of doubt, nothing in this Section 11.5 shall prevent a Party from making any disclosure required by Applicable Law or the rules of recognized stock exchanges.

11.6. Common Interest. The Parties acknowledge that as a result of their activities under this Agreement they may desire to share information or materials for which attorney-client privilege or similar privileges or doctrines may apply, including pursuant to Article 10, and in such case at the request of either Party, the Parties shall agree on and enter into a "common interest agreement" on standard and customary terms and conditions wherein the Parties will document such common interest and the appropriate protections for such information and materials.

Article 12
REPRESENTATIONS, WARRANTIES AND COVENANTS; INDEMNIFICATION

12.1. Grünenthal Representations and Warranties. Grünenthal represents and warrants to MSB that as of the Effective Date and as of the Amendment and Restatement Date:

12.1.1 it is duly organized and validly existing under the Applicable Law of the jurisdiction of its incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

12.1.2 it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the individual executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action;

12.1.3 this Agreement is legally binding upon it and enforceable in accordance with its terms and the execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material Applicable Law, except to the extent that the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws from time to time in effect affecting generally the enforcement of creditors' rights and (b) general principles of equity;

12.1.4 it has not granted, and shall not grant during the Term, any right to any Third Party which would conflict with the rights granted to MSB hereunder;

12.1.5 to Grünenthal's Knowledge there is no action, suit or inquiry or investigation instituted by any Person which questions or threatens the validity of this Agreement or Grünenthal's ability to perform its obligations under this Agreement; and

12.1.6 neither Grünenthal nor any of its Affiliates, nor, to Grünenthal's Knowledge, any of its subcontractors, employees or agents has ever been, is currently, or is the subject of a debarment proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Debarred Individual.

12.2. MSB's Warranties. Each of Mesoblast Limited and Mesoblast Sàrl represents and warrants to Grünenthal that as of the Effective Date and as of the Amendment and Restatement Date:

12.2.1 it is duly organized and validly existing under the Applicable Law of the jurisdiction of its incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

12.2.2 it is in good standing, has the power to carry on its business as now conducted and, as at the Relevant Date, has not suffered any MSB Insolvency Event;

12.2.3 it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the individual executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action;

12.2.4 this Agreement is legally binding upon it and enforceable in accordance with its terms and the execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material Applicable Law, except to the extent that the enforceability thereof may be limited by (a) applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws from time to time in effect affecting generally the enforcement of creditors' rights and (b) general principles of equity;

12.2.5 MSB has not granted, and will not grant during the Term, rights to any Third Party under the Product Technology that conflict with the rights granted to Grünenthal hereunder;

12.2.6 to MSB's Knowledge there is no action, suit or inquiry or investigation instituted by any Person which questions or threatens the validity of this Agreement or ability to perform its obligations under this Agreement;

12.2.7 to MSB's Knowledge, all Development activity conducted by or on behalf of MSB or its Affiliates prior to the Relevant Date in relation to the Product have been conducted in compliance with Applicable Laws;

12.2.8 neither MSB nor any of its Affiliates has been in material breach of any Applicable Laws relating to the conduct of its business in the twenty-four month period prior to Relevant Date;

12.2.9 neither MSB nor any of its Affiliates is in breach of the MSB Loan Agreement;

12.2.10 the Product Technology is not subject to any security interest or other encumbrance other than the security interests granted pursuant to the MSB Loan Agreement;

12.2.11 neither MSB nor any of its Affiliates, nor, to MSB's Knowledge, any of its subcontractors, employees or agents has ever been, is currently, or is the subject of a debarment proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Debarred Individual;

12.2.12 neither MSB or any of its Affiliates has intentionally withheld from Grünenthal any information (a) that is material to the Development, Commercialization and/or Manufacturing activities with respect to the Product contemplated by this Agreement and (b) that would have affected Grünenthal's decision to enter into this Agreement; and

12.2.13 all information disclosed to Grünenthal by MSB in relation to the Product prior to the Relevant Date (including all information included in the "Mesoblast" electronic data room relating to the transaction contemplated hereunder hosted by Donnelley Financial Solutions Venue) was accurate in all material respects. Promptly following the Effective

Date, MSB will provide a copy of the contents of such data room to Grünenthal in electronic form, all of which shall be deemed the Confidential Information of MSB.

12.3. MSB Product Technology Warranties and Covenants. In addition to its other obligations under this Agreement in respect of Product Technology each of Mesoblast Limited and Mesoblast Sàrl represents, warrants and covenants to Grünenthal as of the Effective Date and as of the Amendment and Restatement Date, as follows:

12.3.1 MSB has prior to the Relevant Date disclosed to Grünenthal a complete and accurate copy of all agreements between MSB or any of its Affiliates with any Third Party pursuant to which MSB or its Affiliate has acquired rights (whether by license, assignment or other transfer) to any Product Technology from any Third Party and pursuant to which MSB or its Affiliate has any continuing obligations, financial or otherwise, to such Third Party in respect of such Product Technology (such agreements the “**Third Party Project Technology Agreements**”). During the Term, MSB shall comply, and shall cause its Affiliates to comply with their respective obligations under any Third Party Project Technology Agreement.

12.3.2 (a) MSB (either Mesoblast Limited, Mesoblast Sàrl or an Affiliate) Controls the Product Patents described on Exhibit 1.65 and the Product-Specific Patents described on Exhibit 1.67, (b) no Product Patent has been invalidated or held unenforceable and, to MSB’s Knowledge there are no facts that will cause any Product Patent to be invalid or unenforceable, and (c) to its Knowledge, MSB has not misrepresented or failed to disclose any facts or circumstances in any application for any Product Patent that it or its Affiliate owns, prosecutes or maintains or has the authority to prosecute or maintain that would constitute fraud or a material misrepresentation with respect to such application and that would affect the enforceability of any granted or subsequently granted patent of such Product Patent.

12.3.3 to MSB’s Knowledge there are no Third Party Patents or Know-How that MSB would need to acquire rights (whether by license, assignment or other transfer) under to Develop and Manufacture Product as currently contemplated by MSB or to Commercialize the Product, in each case within the Field in the Territory, and all such rights that are Controlled by MSB are included in the Product Technology.

12.3.4 MSB has not received any written claim by any Person contesting the validity, ownership or enforceability (as applicable) of any Product Technology or alleging that any Development activities in respect of Product conducted by or on behalf of MSB or its Affiliates infringes, misappropriates or otherwise violates any Patents, Know-How or other Third Party intellectual property and MSB is not aware of any such claim having been threatened.

12.3.5 to MSB’s Knowledge, none of the Development activities in respect of Product conducted by or on behalf of MSB or its Affiliates has infringed, misappropriated or otherwise violated any Patents, Know-How or other intellectual property of any Third Party, whether directly, as a contributory infringer, through inducement or otherwise.

12.3.6 to MSB’s Knowledge, none of the Development, Manufacture or Commercialization of Product (including, for the avoidance of doubt, methods of isolating,

preparing, culturing, purifying, proliferating, and enhancing MPCs and MPC preparations and populations) within the Field, as currently contemplated by MSB (including pursuant to the Development Plan) will infringe, misappropriate or otherwise violate, any Patents, Know-How or other the intellectual property of any Third Party, whether directly, as a contributory infringer, through inducement or otherwise.

12.3.7 to MSB's Knowledge no Third Party is infringing, misappropriating or otherwise violating any Product Technology in the Territory within the Field.

12.3.8 MSB and its Affiliates have taken, and during the Term shall continue to take Commercially Reasonable Efforts to maintain and protect Product Technology, including taking reasonable steps, to maintain and protect the confidentiality of the Product Know-How consistent with its past practice.

12.4. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE EXPRESS WARRANTIES OF ANY OTHER TRANSACTION AGREEMENT (ONCE EXECUTED), MSB AND GRÜNENTHAL EXPRESSLY DISCLAIM ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING THE PRODUCT AND PRODUCT TECHNOLOGY), INCLUDING ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

12.5. Indemnification.

12.5.1 Indemnification by MSB. MSB hereby agrees to defend, hold harmless and indemnify (collectively, "**Indemnify**") Grünenthal and its Affiliates, and its and their agents, directors, officers and employees (the "**Grünenthal Indemnitees**") from and against any liability or expense (including reasonable legal expenses, fines and attorneys' fees) (collectively, "**Losses**") resulting from suits, claims, actions and demands, in each case brought by a Third Party (each, a "**Third Party Claim**") against any Grünenthal Indemnitee arising out of (a) MSB's breach of this Agreement including any of MSB's respective representations and warranties under Section 12.2 or Section 12.3, (b) the gross negligence, intentional misconduct or noncompliance with Applicable Law of MSB, any of its Affiliates or any of its subcontractors or sublicensees, or (c) the conduct of activities under this Agreement by MSB, any of its Affiliates or any of its subcontractors or sublicensees. MSB's obligation to Indemnify the Grünenthal Indemnitees pursuant to this Section 12.5.1 shall not apply to the extent that any such Losses are Losses for which Grünenthal is obligated to Indemnify MSB Indemnitees pursuant to Section 12.5.2.

12.5.2 Indemnification by Grünenthal. Grünenthal hereby agrees to Indemnify MSB and its Affiliates, and its and their agents, directors, officers and employees (the "**MSB Indemnitees**") from and against any and all Losses resulting from Third Party Claims arising out of: (a) Grünenthal's breach of this Agreement, including any of Grünenthal's representations and warranties under Section 12.1, (b) Grünenthal's gross negligence, intentional misconduct or noncompliance with Applicable Law of Grünenthal, any of its Affiliates or any of its subcontractors or sublicensees or (c) the conduct of activities under this Agreement by Grünenthal,

any of its Affiliates or any of its subcontractors or sublicensees. Grünenthal's obligation to Indemnify MSB Indemnitees pursuant to the foregoing sentence shall not apply to the extent that any such Losses are Losses for which MSB is obligated to Indemnify the Grünenthal Indemnitees pursuant to Section 12.5.1.

12.5.3 Procedure. To be eligible to be indemnified hereunder, the indemnified Party shall provide the indemnifying Party with prompt notice of the Third Party Claim giving rise to the indemnification obligation pursuant to this Section 12.5 and, except as provided below, the exclusive ability to defend (with the reasonable cooperation of the indemnified Party) or settle any such claim; *provided, however*, that the indemnifying Party shall not enter into any settlement that admits fault, wrongdoing or damages without the indemnified Party's written consent, such consent not to be unreasonably withheld, conditioned or delayed. The indemnified Party shall have the right to participate, at its own expense and with counsel of its choice, in the defense of any claim or suit that has been assumed by the indemnifying Party, *provided* that the indemnifying Party shall have no obligations with respect to any Losses resulting from the indemnified Party's admission, settlement or other communication without the prior written consent of the indemnifying Party, such consent not to be unreasonably withheld, conditioned or delayed. If: (a) the indemnifying Party does not assume the defense of any such claim or legal proceeding in accordance with the terms hereof within [***]after the first to occur of its receipt of notice thereof from the indemnified Party, (b) a good faith and diligent defense is not being or ceases to be conducted by the indemnifying Party, or (c) if Grünenthal is the indemnified Party, if the claim or legal proceeding involves allegations that the Product or its manufacture, use, sale, offer for sale or importation within the Field in the Territory infringes a Patent and for this clause (c) Grünenthal notifies MSB that it will control the defense of such Third Party Claim at the time it provides notice of such Third Party Claim, the indemnified Party shall have the right (but not the obligation) to defend or settle (and control the defense of) such claim or legal proceeding, and in such event, the indemnifying Party shall cooperate, at its own expense, with the indemnified Party in the defense and/or settlement of such claim or legal proceeding and shall pay, as they become due, all reasonable costs, expenses and fees incurred by either Party in connection with such defense and settlement (in addition to any indemnification obligations hereunder); *provided* that if Grünenthal elects to control the defense of a Third Party Claim as described in clause (c), Grünenthal shall not enter into any settlement that admits fault, wrongdoing or damages without MSB's written consent, such consent not to be unreasonably withheld, conditioned or delayed and Grünenthal shall use Commercially Reasonable Efforts to limit the costs, expenses and fees incurred by it in connection with such defense and settlement in a manner consistent with the defense and settlement of similar claims in which Grünenthal bears such costs, expenses and fees.

12.6. Limitation of Liability. EXCEPT TO THE EXTENT ARISING AS A RESULT OF A PARTY'S BREACH OF ITS OBLIGATIONS UNDER ARTICLE 10 OR TO THE EXTENT AWARDED TO A THIRD PARTY BY A COURT OF COMPETENT JURISDICTION IN A THIRD PARTY CLAIM FOR WHICH SUCH PARTY IS RESPONSIBLE TO INDEMNIFY THE OTHER PARTY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE

POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 12.6 IS INTENDED TO OR SHALL LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTION 11.5.1(c)(i) OR SECTION 12.5.

12.7. Insurance. Each of Mesoblast Limited and Mesoblast Sàrl hereby represents, warrants and covenants to Grünenthal that (i) it is insured at its own expense against liability and other risks associated with its Development and Manufacturing activities and obligations under this Agreement (including product liability and clinical trial liability) in such amounts and on such terms as are customary for prudent practices for biopharmaceutical companies in the life sciences industry for the activities to be conducted by it under this Agreement, provided that the minimum amount of such insurance coverage shall be [***] and the policies shall have a minimum run-off extended reporting period of [***], (ii) it shall maintain such insurance for as long as it is conducting Development or Manufacturing activities under this Agreement and for a period of at least [***] thereafter and (iii) all insurance policies required in order to satisfy its obligations under this Section 12.7 shall be written by insurance companies with an A.M. Best's rating of A:VIII or higher. MSB shall provide Grünenthal with copies of such insurance policies within [***] of the Effective Date and at any time thereafter during the Term upon Grünenthal's written request (such request to be made no more than once in each calendar year).

Article 13
TERM AND TERMINATION

13.1. Term.

13.1.1 Agreement Term. This Agreement shall become effective as of the Effective Date and shall continue in full force thereafter for an indefinite term until terminated pursuant to the other provisions of this Article 13 (the "**Term**").

13.1.2 Country-by-country Termination. Notwithstanding Section 13.1.1, following expiration of the Royalty Period in a country in the Territory, all rights and obligations of the Parties hereunder with respect to that country shall immediately terminate (without need for notice from either Party), save that the licences granted under Sections 3.1 and 3.2.3 shall survive such termination and remain in force in that country until expiry of the Term.

13.2. Grünenthal Termination Rights. Grünenthal may terminate this Agreement by providing the applicable written notice to MSB and referencing the applicable Section by which it is so terminating and the reason (if any) for such termination:

13.2.1 on [***] written notice to MSB, without reason at any time during the Term;

13.2.2 [***]

13.2.3 on [***]written notice to MSB, if MSB fails to include the Required European Patients in the New Phase III Clinical Trial, provided that Grünenthal has not provided the Continuation Notice;

13.2.4 on [***]written notice to MSB (such notice to be provided within [***]of the conclusion of any relevant [***]with any [***] in any [***]), if Grünenthal reasonably determines in good faith based on HTA requirements for the Continuation Development Plan that the Reimbursement Net Price on the estimated Net Price Determination Date is likely to be less than [***] for a patient population in line with the inclusion criteria of any of [***];

13.2.5 on [***]written notice to MSB, if Grünenthal (acting reasonably and in good faith) determines based on [***]that the likelihood of obtaining [***]and/or [***]for the Product within the Field in the Territory would be increased by the conduct of the [***]using [***]rather than [***];

13.2.6 on [***]written notice to MSB if Grünenthal receives written notice from the [***]that:

(a) it will not, or is unlikely to, [***]the Product based on [***]from the [***], in its sole discretion, elects not to generate any further clinical data to support a filing of a [***] for the Product with the [***]; or

(b) it will not, or is unlikely to, grant[***]based on the filing of any [***]for the Product,

provided in each case that such termination notice is provided within [***]of Grünenthal's receipt of the written notice from the [***];

13.2.7 on [***]written notice to MSB if Grünenthal receives written notice from any [***]that it will not, or is unlikely to, grant [***], provided that such termination notice is provided within [***]of Grünenthal's receipt of the written notice from the relevant [***];

13.2.8 on [***]written notice to MSB if MSB fails to complete the activities set forth in and in accordance with the [***], provided (i) such notice may not be given prior to the [***]and (ii) that such right to terminate will be stayed if, within such [***], MSB provides Grünenthal with a reasonable plan for curing the specified failure and for so long as MSB is actively executing such plan until cured;

13.2.9 on [***]written notice to MSB, if any [***]has received Regulatory Approval and the first commercial sale of such product has been made in the Territory prior to the First Commercial Sale of the Product in the Territory, provided that such termination notice is provided within [***] of the date on which Grünenthal becomes aware of the launch of the relevant [***];

13.2.10 on [***]written notice to MSB, if [***]has received Regulatory Approval and the first commercial sale of such product has been made in the Territory and such [***]has a material adverse effect on the Net Sales of the Product in the Field in the Territory,

provided that such termination notice is provided by no later than [***]anniversary of the date on which Grünenthal becomes aware of the launch of the relevant [***];

13.2.11 On [***] written notice to MSB, if the Reimbursement Net Price is less than [***]for a patient population in line with the inclusion criteria of the [***]Clinical Trial or, if conducted, a [***] Clinical Trial, provided that such termination notice is provided within [***]of the Net Price Determination Date;

13.2.12 [***]on written notice to MSB if, in accordance with Section 2.5.1, the Parties fail to agree the governance structure that shall be applicable to the Parties' relationship under this Agreement following the Continuation Date by the date that is [***]after the Continuation Date, provided that such termination notice is provided within [***]; or

13.2.13 On [***] written notice to MSB, if any failure by MSB to obtain any [***]results in a delay to the conduct of any [***]Clinical Trial of [***]or more by comparison to the estimated timelines for the conduct of such [***]Clinical Trial set out in the Continuation Development Plan, provided that such termination notice is provided within [***]of notice of such delay.

13.3. Termination for Failure to Provide Continuation Notice. Either Party may terminate this Agreement in accordance with Section 4.9.3, provided that such notice of termination is provided within the later of [***]of the date of Grünenthal's election or deemed election under Section 4.9.2(b) and [***].

13.4. Termination for Breach.

13.4.1 Either Party may terminate this Agreement in the event the other Party materially breaches this Agreement, and, if such breach is capable of being cured such breach shall have continued for [***]after notice thereof was provided to the breaching Party by the non-breaching Party. Any such termination shall become effective upon notice thereof to the extent such breach is not capable of being cured or otherwise at the end of such [***]period unless the breaching Party has cured any such breach prior to the expiration of the [***]period. Notwithstanding the foregoing, this Section 13.4.1 shall not apply to any material breach of a Party's payment obligations hereunder and any such breaches shall instead be subject to Section 13.4.2 below.

13.4.2 If a Party (the "**Paying Party**") has failed to make any payment in excess of [***]or more due hereunder to the other Party (the "**Receiving Party**") by the date that is [***]after the relevant due date for payment, the Receiving Party may provide the Paying Party with a written notice ("**Reminder Notice**") requiring that payment is made within [***]and notifying the Paying Party of its intent to terminate this Agreement if such payment is not made by that date. If the Paying Party has not paid such outstanding amount within [***]of receipt of the Reminder Notice, the Receiving Party may immediately terminate this Agreement on written notice to the Paying Party.

13.5. Termination by Mesoblast.

13.5.1 Patent Challenge. If, without the prior consent of MSB (such consent not to be unreasonably withheld, conditioned or delayed) and except as provided below, Grünenthal or any of its Affiliates challenges under any court action or proceeding, or before any patent office, the validity, patentability, enforceability, scope or non-infringement of any Product Patent, or initiates a reexamination of any Product Patent, or assists any Third Party to conduct any of the foregoing activities (each, a “Challenge”), MSB will have the right to immediately terminate this Agreement. In any event, Grünenthal shall notify MSB at least [***]prior to initiating any such Challenge. However the foregoing shall not apply to: (i) any such action or proceeding brought in response to an action brought against Grünenthal, its Affiliate for infringement of any Product Patent or (ii) any ordinary course Prosecution and Maintenance matters (i.e., those intended to cause a Product Patent to issue or strengthen an already issued Product Patent or that are approved by MSB) controlled by Grünenthal in accordance with Section 10.2.

13.5.2 For Patient Safety or Impracticability. If during the conduct of the [***]and after consultation with the JSC, MSB determines (acting reasonably and in good faith) that (a) based on clinical evidence of adverse event(s), continued conduct of the [***]poses a significant risk to patients or (b) despite using Commercially Reasonable Efforts continued Development is not likely to [***]for the Product for the Field in the Territory, then MSB shall provide written [***]to Grünenthal setting forth the proposed basis for such termination and available documentation and information in support of the same. Such termination shall become effective [***]after such termination; provided that if requested by Grünenthal, the JSC shall meet and discuss other possibilities to go forward. _

13.6. Termination for Insolvency.

13.6.1 MSB shall have the right to terminate this Agreement upon delivery of written notice to Grünenthal in the event that (a) Grünenthal such other Party files in any court or agency pursuant to Applicable Law a petition in bankruptcy or insolvency or for reorganization or similar arrangement for the benefit of creditors or for the appointment of a receiver or trustee of Grünenthal or its assets, (b) Grünenthal is served with an involuntary petition against it in any insolvency proceeding and such involuntary petition has not been stayed or dismissed within [***]of its filing, (c) Grünenthal makes an assignment of substantially all of its assets for the benefit of its creditors or (d) any event occurs that corresponds to any of those in paragraphs (a) to (c) in relation to Grünenthal or any of its assets in any country or territory in which it is incorporated or carries on business or to the jurisdiction of whose courts it or any of its assets is subject.

13.6.2 Grünenthal shall have the right to terminate this Agreement upon delivery of written notice to MSB in the event that (a) either Mesoblast Limited or Mesoblast Sàrl files in any court or agency pursuant to Applicable Law a petition in bankruptcy or insolvency or for reorganization or similar arrangement for the benefit of creditors or for the appointment of a receiver or trustee of Mesoblast Limited or Mesoblast Sàrl (as applicable) or its assets, (b) either Mesoblast Limited or Mesoblast Sàrl is served with an insolvency petition against it in any insolvency proceeding and such involuntary petition has not been stayed or dismissed within [***]of its filing, (c) either Mesoblast Limited or Mesoblast Sàrl makes an assignment of

substantially all of its assets for the benefit of its creditors, or (d) any event occurs that corresponds to any of those in paragraphs (a) to (c) in relation to either Mesoblast Limited or Mesoblast Sàrl or any of their assets in any country or territory in which it is incorporated or carries on business or to the jurisdiction of whose courts it or any of its assets is subject (an “**MSB Insolvency Event**”).

13.7. [***].

13.8. General Effects of Expiration or Termination.

13.8.1 Accrued Obligations. Expiration or termination of this Agreement for any reason shall not release either Party of any obligation or liability which, at the time of such expiration or termination, has already accrued to the other Party or which is attributable to a period prior to such expiration or termination.

13.8.2 General Survival. Upon termination of this Agreement, the following Sections of this Agreement shall survive: [***]any other provisions which are expressed to survive termination or which are required to give effect to such termination.

13.9. Additional Effects of Certain Terminations. If this Agreement is terminated pursuant to this Article 13:

13.9.1 Ongoing Trials. Other than where this Agreement is terminated by [***]if there are any ongoing clinical trials with respect to the Product being conducted [***]If this Agreement is terminated by [***]shall be responsible for the costs of such transition; in all other events,[***] shall be responsible for the costs of such transition and any ongoing activities.

13.9.2 Regulatory Materials. Other than where this Agreement is terminated[***]:

(a) Grünenthal shall promptly assign and transfer to MSB all Regulatory Materials for the Product that are held or controlled by or under authority of Grünenthal or its Affiliates, and shall take such actions and execute such other instruments, assignments and documents as may be necessary to effect the transfer of rights under the Regulatory Materials to MSB;

(b) Grünenthal shall cause each of its Affiliates to transfer any such Regulatory Materials to MSB if this Agreement terminates;

(c) if Applicable Law prevents or delays the transfer of ownership of a Regulatory Material to MSB, Grünenthal shall grant, and does hereby grant, to MSB an exclusive and irrevocable right of access and reference to such Regulatory Material for the Product, and shall cooperate fully to make the benefits of such Regulatory Materials available to MSB or its designee(s);

(d) within [***]after notice of such termination, Grünenthal shall provide to MSB copies of all such Regulatory Materials, and of all preclinical, non-clinical and clinical data (including raw data, original records, investigator reports, both preliminary and final,

statistical analyses, expert opinions and reports, safety and other electronic databases) that is then in existence and in Grünenthal's Control; and

(e) MSB shall be free to use and disclose such Regulatory Materials and other items in connection with the exercise of its rights and licenses under this Section 13.9.

13.9.3 Technology Licenses. In the event of termination for any reason other than termination by [***] due to a breach caused by MSB's willful misconduct or gross negligence, (i) [***]. The process for agreeing [***].

13.9.4 Trademarks. Other than where this Agreement is terminated by [***]:

(a) upon the effective date of termination under [***], MSB may purchase from Grünenthal all worldwide rights in and to any and all (i) Product Marks and (ii) any domain names which include such Product Marks relating exclusively to the Product (including all content and copyright associated therewith) at the [***]; and

(b) upon receipt of the full payment price [***]. It is understood that such assignment shall not include the Grünenthal's name or trademark for the Grünenthal's company itself or any trademarks used in relation to campaigns, product bundles and/or Grünenthal and/or its Affiliates divisions.

13.9.5 Provision of Product.

(a) Upon termination of this Agreement [***] all quantities of the Product in its or its Affiliates' Control that are suitable for commercial sale with more than [***] of shelf-life remaining, within [***] after the termination of this Agreement [***].

(b) [***], then upon request by MSB or its designee, [***] some or all quantities of the Product in its or its Affiliates' Control (as requested by MSB), within [***] after the termination of this Agreement [***].

(c) [***], if, at the date of termination, the Product was Manufactured by any Third Party for Grünenthal, or Grünenthal had contracts with vendors which contracts are necessary or useful for MSB to take over responsibility for the Product in the Territory, then Grünenthal shall to the extent permitted by the terms of the contract and requested in writing by MSB, assign all of the relevant Third Party contracts to MSB, and in any case, Grünenthal agrees to cooperate with MSB with a view to ensuring uninterrupted supply of the Product, including by using reasonable efforts to obtain agreement from such Third Party to assign such Third Party contracts as requested by MSB.

(d) [***] if, at the date of termination, Grünenthal or its Affiliate is Manufacturing the Product or component thereof, then Grünenthal (or its Affiliate) shall continue to provide for Manufacturing of such Product or component thereof for MSB, at a price equal to COGS from the effective date of termination until such time as MSB is able, using Commercially Reasonable Efforts to do so but no longer than [***] after the date of termination, to secure an acceptable alternative commercial Manufacturing source from which sufficient quantities of the Product may be procured and legally sold in the Territory. [***].

13.9.6 General Assistance. Each Party agrees to fully cooperate with the other Party and its designee(s) to facilitate a smooth, orderly and prompt transition of any Development, Manufacture and Commercialization activities and Medical Affairs Activities for the Product to the other Party or its designee(s), in each case to the extent that the other Party will be responsible for such activities following termination. Without limiting the foregoing, other than where this Agreement is terminated by Grünenthal pursuant to Section 13.2.8, Section 13.3, or Section 13.4.1, Grünenthal shall promptly provide MSB (a) copies of customer lists, customer data and other customer information and contracts relating to the Product, (b) pricing methodologies and supporting documentation and assumptions relating to the Product and (c) Manufacturing Data and other information (including protocols for the production, packaging, testing and other Manufacturing activities) relating to the Product in Grünenthal's Control, which in each case MSB shall have the right to use and disclose for the sole purpose of furthering the Development and Commercialization of the Product.

13.9.7 Costs and Expenses.

- (a) [***].
- (b) [***].
- (c) [***].

13.9.8 Continuation of Grünenthal's Rights.(i) [***]:

Field in the Territory; and

- (a) Grünenthal shall retain its rights hereunder with respect to the Development, Manufacture and Commercialization of Product for the
- (b) the licences granted to Grünenthal pursuant to Section 3.1.1(a) [***]; and
- (c) if the termination takes effect prior to completion of the Development activities under the Development Plan, [***],

13.10. Termination Press Releases. In the event of termination of this Agreement for any reason, the Parties shall cooperate in good faith to coordinate public disclosure of such termination and the reasons therefor, and shall not, except to the extent required by Applicable Law or the rules of a recognized stock exchange, disclose such information without the prior approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed. To the extent possible under the situation, the terminating Party shall provide the non-terminating Party with a draft of any such public disclosure it intends to issue [***]in advance and with the opportunity to review and comment on such statement, it being understood that if the non-terminating Party does not notify the terminating Party in writing within such [***]period (or such shorter period if required by Applicable Law or the rules of a recognized stock exchange) of any reasonable objections, such disclosure shall be deemed

approved, and in any event the Parties shall work diligently and reasonably to agree on the text of any such proposed disclosure in an expeditious manner. The principles to be observed in such disclosures shall be accuracy, compliance with Applicable Law and regulatory guidance documents, reasonable sensitivity to potential negative reactions to such news and the need to keep investors and others informed regarding the Parties' business and other activities. Accordingly, in such situation, the non-terminating Party shall not withhold, condition or delay its approval of a proposed disclosure that complies with such principles.

13.11. **No Prejudice.** All termination rights that a Party has under this Article 13 shall be without prejudice to that Party's other rights and remedies.

Article 14 DISPUTE RESOLUTION

14.1. **Dispute Resolution.** The Parties agree that any dispute arising with respect to the interpretation, enforcement, termination or invalidity of this Agreement, or the failure of the JSC or any Sub-Committee to reach unanimous agreement on any issue within its respective authority under this Agreement, any alleged failure to perform, or breach of, this Agreement, or any issue relating to the interpretation or application of this Agreement (each, a "**Dispute**"), shall be resolved through the procedures set forth in this Article 14.

14.2. **Committee Disputes.** Disputes as to matters within the authority of the JSC or any Sub-Committee will, in the first instance, be referred for resolution in accordance with Section 2.5; provided that any dispute as to the application of such Section 2.5 shall be subject to the provisions of this Article 14.

14.3. **Other Disputes.** All Disputes other than those Disputes resolved as described in Section 14.2 (each, an "**Other Dispute**") shall be subject to the provisions of this Section 14.3 and all Other Disputes other than those described in Section 14.5 shall be subject to the provisions of Section 14.4, if applicable. With respect to all Other Disputes, if the Parties are unable to resolve any such Other Dispute within [***]after such Other Dispute is first identified by either Party in writing to the other, either Party shall have the right to refer such Other Dispute to the Senior Executives for attempted resolution by written notice to the other Party referencing the particular Other Dispute and this Section 14.3. In such case, the Senior Executives shall conduct good faith negotiations and seek to resolve the Other Dispute within [***]after such notice is received, including having at [***]meeting of the Senior Executive within [***]after such notice is received. If the Senior Executives resolve such Other Dispute, a memorandum setting forth their agreement to resolve the Other Dispute will be prepared and signed by both Parties if requested by either Party. In all events, the Parties shall cooperate in an effort to limit the issues for

consideration in such manner as narrowly as reasonably practicable in order to resolve the Other Dispute.

14.4. Binding Arbitration. If the Senior Executives are not able to resolve (a) any Other Dispute referred to them under Section 14.3 within the time period set forth in Section 14.3 or (b) any matter referred to them under Section 2.5.2 (other than a matter (i) for which a Party has final decision making authority under Section 2.5.3 or (ii) to be referred to expert determination in accordance with Section 2.9) within the time period set forth in Section 2.5.2, then unless such dispute or matter is described in Section 14.5, such dispute or matter shall be resolved through binding arbitration, which arbitration may be initiated by either Party by written notice to the other Party referencing the particular dispute or matter and this Section 14.4 at any time after the conclusion of such period, on the following basis:

14.4.1 The place of arbitration shall be [***]and all proceedings and communications shall be in English.

14.4.2 The arbitration shall be administered and finally settled under the Rules of Arbitration of the International Chamber of Commerce 2017 (the “**ICC**

Rules”).

14.4.3 The arbitration shall be conducted by three arbitrators appointed in accordance with the ICC Rules, upon the written request of either Party. In each case, the arbitrators shall be neutral, independent individuals with experience in the biopharmaceutical business related to the subject matter of the dispute or matter. Within thirty (30) days after the notice initiating the arbitration, each Party shall appoint one arbitrator meeting the foregoing criteria by written notice to the other Party and the two Party-appointed arbitrators shall select the third arbitrator within [***]of their appointment in accordance with the ICC Rules.

14.4.4 Judgment upon the award rendered by such arbitrators shall be binding on the Parties and may be entered by any court or forum having jurisdiction.

14.4.5 Either Party may apply to the arbitrators for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Further, either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any injunctive or provisional relief necessary to protect the rights or property of such Party pending the arbitration award.

14.4.6 The arbitrators shall have no authority to award punitive or any other type of damages not measured by a Party’s compensatory damages; except as allowed under Section 12.6.

14.4.7 Each Party shall bear its own costs and expenses and attorneys’ fees and an equal share of the arbitrators’ and any administrative fees of arbitration, unless the arbitrators determine that a Party has incurred unreasonable expenses due to vexatious or bad faith position taken by the other Party, in which event, the arbitrator may make an award of all or any portion of such expense so incurred.

14.4.8 Reasons for the arbitrators' decision should be complete and explicit, including determinations of law and fact. The written reasons should also include the basis for any damages awarded and a statement of how the damages were calculated. Such written decision should be rendered by the arbitrators following a full comprehensive hearing, as soon as practicable but in no event later than [***]following the selection of the arbitrator(s) under Section 14.4.3.

14.4.9 Except to the extent necessary to confirm an award or as may be required by law, neither Party nor any arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of both Parties, such consent not to be unreasonably withheld, conditioned or delayed. Any documents submitted to or issued by the arbitrators shall be kept confidential and shall not be disclosed, except that any such documents may be disclosed (i) as reasonably necessary in connection with any action to enforce or collect the award, (ii) to the extent discoverable or admissible in any action arising out of or in connection with this Agreement, or (iii) as required by Applicable Law.

14.4.10 In no event shall an arbitration be initiated after the date when commencement of a legal or equitable proceeding based on the dispute, controversy or claim would be barred by the applicable statute of limitations; provided that such limitation shall be tolled as of the date a Party notifies the other Party of such dispute or matter pursuant to this Agreement.

14.5. **Patent Dispute Resolution.** Other than disputes described in Section 10.4.3, any dispute, controversy or claim between the Parties relating to the ownership, scope, validity, enforceability or infringement of any Patent rights covering the manufacture, use or sale of the Product rights relating to the Product shall be submitted to a court of competent jurisdiction in which such Patent rights were granted or arose.

14.6. **Interim Relief.** Notwithstanding anything in this Article 14 to the contrary, Grünenthal and MSB shall each have the right to apply to any court of competent jurisdiction for appropriate interim or provisional relief, as necessary to protect the rights or property of that Party, pending the selection of the arbitrator or arbitrator's determination of the merits of any Dispute.

Article 15 MISCELLANEOUS

15.1. **Governing Law.** This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the State of Victoria, Australia without reference to conflicts of laws principles.

15.2. **Assignment.** This Agreement shall not be assignable by either Party to any Third Party without the written consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed) and any such attempted assignment shall be void. Notwithstanding the foregoing, either

Party may assign this Agreement, without the written consent of the other Party, (a) to an Affiliate of such Party (in whole or in part), provided that such Party shall remain responsible for such Affiliate's conduct or (b) to an entity that acquires all or substantially all of the stock, business or assets of such Party relating to this Agreement (whether by merger, reorganization, acquisition, sale, operation of law or otherwise) or (c) to any bank or financial institution (as an assignment by way of security and on enforcement of any such security) provided that the assignment shall not in any way operate so as to increase the liability of the other Party under this Agreement or impose any more onerous or additional obligations on the other Party or any of its Affiliates. No assignment or transfer of this Agreement shall be valid and effective unless and until the Assignee agrees in writing to be bound by the provisions of this Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the permitted successors and assigns of each Party. Except as expressly provided in this Section 15.2, any attempted assignment or transfer of this Agreement shall be null and void.

15.3. Notices. Any notice, request, delivery, approval or consent required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by email (receipt verified) or by express courier service (signature required) or [***] after it was sent by registered letter, return receipt requested (or its equivalent), provided that no postal strike or other disruption is then in effect or comes into effect within [***] after such mailing, in the case of MSB, to the address of Mesoblast Limited shown below, and in the case of Grünenthal, to the address of Grünenthal shown below. This Section 15.3 shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Agreement.

If to MSB, addressed to:

Mesoblast Limited
55 Collins Street, Level 38
Melbourne 3000
Victoria Australia
Attention: [***]
Telephone: [***]

Email: [***]

With a copy to: Wilson Sonsini Goodrich & Rosati
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050
United States
Attention: [***]
Telephone: [***]

Email: [***]

If to Grüenthal, addressed to:

Grüenthal GmbH
Zieglerstraße 6
52078 Aachen
Germany
Attention: [***]
Telephone: [***]

Email: [***]

With a copy to:

Allen & Overy LLP
One Bishops Square
London E1 6AD
United Kingdom
Attention: [***]
Telephone: [***]

Email: [***]

15.4. English Language. This Agreement is written and executed in the English language. Any translation into any other language shall not be an official version hereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall control. All notices, correspondence, minutes by either Party and other interactions between the Parties under or in connection with this Agreement shall be in English and to the extent that any document provided is in another language a translation thereof into English shall be provided.

15.5. Waiver. Neither Party may waive or release any of its rights or interests in this Agreement except in writing. The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition. No waiver by either Party of any condition or term in any one or more instances shall be construed as a continuing waiver of such condition or term or of another condition or term.

15.6. Severability. If any provision hereof should be held invalid, illegal or unenforceable in any jurisdiction, the Parties shall negotiate in good faith a valid, legal and enforceable substitute provision that most nearly reflects the original intent of the Parties and all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties as nearly as may be possible. Such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.

15.7. Joint and Several Liability. Mesoblast Limited and Mesoblast Sàrl shall be jointly and severally liable for their obligations under

this Agreement. Grünenthal may take action against, or release or compromise in whole or in part the liability of one of Mesoblast Limited or Mesoblast Sàrl under this Agreement, without affecting the liability of the other.

15.8. No Third Party Beneficiaries. Except for the rights to indemnification provided for certain Third Parties as specified in Section 12.5, all rights, benefits and remedies under this Agreement are solely intended for the benefit of Grünenthal and its Affiliates and MSB and its Affiliates, and except for such rights to indemnification expressly provided pursuant to Section 12.5, no Third Party shall have any rights whatsoever to (a) enforce any obligation contained in this Agreement (b) seek a benefit or remedy for any breach of this Agreement, or (c) take any other action relating to this Agreement under any legal theory, including, actions in contract, tort (including but not limited to, negligence, gross negligence and strict liability), or as a defense, setoff or counterclaim to any action or claim brought or made by either Party.

15.9. Entire Agreement/Modification. This Agreement, including its Exhibits, sets forth all the covenants, promises, agreements, warranties, representations, conditions and understandings between the Parties and supersedes and terminates all prior agreements and understandings between the Parties including the Prior Understandings. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the respective authorized officers of each Party.

15.10. Relationship of the Parties. The Parties agree that the relationship of MSB and Grünenthal established by this Agreement is that of independent contractors. Furthermore, the Parties agree that this Agreement does not, is not intended to, and shall not be construed to, establish a partnership or any other fiduciary relationship. Except as may be specifically provided herein, neither Party shall have any right, power or authority, nor shall they represent themselves as having any authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other Party, or otherwise act as an agent for the other Party for any purpose.

15.11. Force Majeure. Except with respect to payment of money, neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time and to the extent such failure or delay is caused by earthquake, riot, civil commotion, war, terrorist acts, flood, or governmental acts or restriction, or other cause that is beyond the reasonable control of the respective Party. The Party affected by such force majeure will provide the other Party with full particulars thereof as soon as it becomes aware of the same (including its best estimate of the reasonably expected extent and duration of the interference with its activities), and will use Commercially Reasonable Efforts to overcome the difficulties created thereby and to resume performance of its obligations as soon as practicable. If the performance of any such obligation under this Agreement is delayed owing to

such a force majeure for any continuous period of more than [***]the Parties will consult with respect to an equitable solution, including the possibility of the mutual termination of this Agreement.

15.12. Compliance with Applicable Law; Anti-Corruption; Grünenthal Business Partner Code of Conduct.

15.12.1 General. Notwithstanding anything to the contrary contained herein, all rights and obligations of MSB and Grünenthal are subject to prior compliance with, and each Party shall comply with, all Applicable Law. In addition, each Party shall conduct, and shall require Persons acting on its behalf or under its authority to conduct, activities under this Agreement in accordance with good scientific and business practices and Applicable Law.

15.12.2 Anti-Corruption. Each Party represents, warrants and covenants that (a) it has complied and will comply with Anti-Corruption Laws, in all material respects, including taking all reasonable actions with respect thereto and putting into place reasonable and customary infrastructure to manage and ensure such compliance; (b) it has not permitted and will not knowingly permit any Person acting on its behalf to violate any Anti-Corruption Law; and (c) its and its Affiliates and their employees, agents and contractors will not make any payments or transfer of value which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business or any other improper advantage. Each Party will promptly report to the other Party if there is a government or judicial determination of a violation of Anti-Corruption Laws by such Party.

15.12.3 Grünenthal Business Partner Code of Conduct. MSB shall at all times during the Term comply with the Grünenthal Business Partner Code of Conduct as set forth in Exhibit 15.12.3. MSB shall maintain complete and accurate records of, and supporting documentation for, MSB's compliance with the Grünenthal Business Partner Code of Conduct for the Term and three (3) years from its effective date of termination.

15.12.4 MSB Compliance System. MSB hereby confirms that, as at the Effective Date, it is in the process of developing a formalised compliance system consistent with good industry practice and undertakes to (i) finalise that compliance system as soon as reasonably practicable after the Effective Date and (ii) implement and maintain that compliance system throughout the Term. Upon Grünenthal's written request, MSB shall provide Grünenthal with written updates with respect to its implementation and maintenance of such compliance system and shall provide Grünenthal with any other information and assistance as Grünenthal may reasonably require in order to verify MSB's compliance with this Section 15.12.4.

15.13. Further Assurance. Each Party shall and shall procure that each of its Affiliates shall upon request, at its own cost and expense, at all times from the Effective Date do or procure the doing of all things as may be required to give full effect to this Agreement, including the execution of all deeds and documents.

15.14. Costs. Save as expressly stated herein, each Party shall pay the costs and expenses incurred by it in connection with the entering into of this Agreement.

15.15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same instrument.

[The remainder of this page intentionally left blank; the signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives.

MESOBLAST LIMITED

By: /s/ Silviu Itescu

Name: Silviu Itescu

Title: Chief Executive Officer

MESOBLAST INTERNATIONAL SÀRL

By: /s/ Ralph Challancin

Name: Ralph Challancin

Title: Director

GRÜNENTHAL GMBH

By: /s/ Gabriel Baertschi

Name: Gabriel Baertschi

Title: Chief Executive Officer

GRÜNENTHAL GMBH

By: /s/ Ralf Radermacher

Name: Ralf Radermacher

Title: Senior Vice President, Corporate Development and Licensing

[Signature Page to Development and Commercialization Agreement]

List of Exhibits:

- Exhibit 1.11 – Approved CMOs
 - Exhibit 1.62 – Product Formulations (MPC-06-ID)
 - Exhibit 1.65 –Product Patents (Excluding Product-Specific Patents)
 - Exhibit 1.67 –Product-Specific Patents
 - Exhibit 1.79 – Product Specifications
 - Exhibit 1.86 – TPP
 - Exhibit 2.9 – Expert Determination for Certain Disputes
 - Exhibit 2.10 – Key Personnel
 - Exhibit 7.4.1 – [***]
 - Exhibit 7.5 – Master Cell Banks
 - Exhibit 9.1.2 – Milestone Events and Payments
 - Exhibit 9.1.3 – Royalties
 - Exhibit 9.4.1 – Acceptable Accounting Firms
 - Exhibit 15.12.3 – The Grünenthal Business Partner Code of Conduct
-

EXHIBIT 1.11

APPROVED CMOS

[***]

EXHIBIT 1.62
PRODUCT FORMULATIONS (MPC-06-ID)
[*]**

EXHIBIT 1.65
PRODUCT PATENTS (EXCLUDING PRODUCT-SPECIFIC PATENTS)
Part 1- Platform Product Patents

[**]

[**]

Part 3 – Therapeutic Indications

[***]

EXHIBIT 1.67
PRODUCT-SPECIFIC PATENTS

[**]

EXHIBIT 1.79
PRODUCT SPECIFICATIONS
[***]

EXHIBIT 1.86

TPPs

EXHIBIT 2.9
EXPERT DETERMINATION FOR CERTAIN DISPUTES

Part A - Milestone Disputes

1. [***].

Part B – Improvement Compensation Disputes

1. [***]

EXHIBIT 2.10.1
KEY PERSONNEL
[***]

EXHIBIT 7.4.1
[*].**

EXHIBIT 7.5
MASTER CELL BANKS

P3 Clinical Lots
[***]

EXHIBIT 9.1.2
MILESTONE EVENTS AND PAYMENTS

Grünenthal shall pay to MSB the amount set forth in the tables below upon the occurrence of the corresponding event in accordance with Section 9.1.2 of the Agreement.

a. Approval Milestone.

[***]

b. Pricing and Reimbursement Milestones.

[***]

For the avoidance of doubt, the Milestone Events and Milestone Payments in this paragraph (b) are mutually exclusive such that Grünenthal shall only pay one of these Milestone Payments.

c. Commercial Milestones.

[***]

For clarity if more than one Milestone Event described in this paragraph (c) occurs during any Annual Period, the Milestone Payments for all such Milestone Events shall be payable.

EXHIBIT 9.1.3
ROYALTIES

Grünenthal shall pay to MSB that portion of Annual Net Sales set forth in the tables below in accordance with Section 9.1.3 of the Agreement.

[***]

EXHIBIT 9.4.1
ACCEPTABLE ACCOUNTING FIRMS

- [***],

or any other independent certified accounting firm as may be agreed between MSB and Grünenthal from time to time

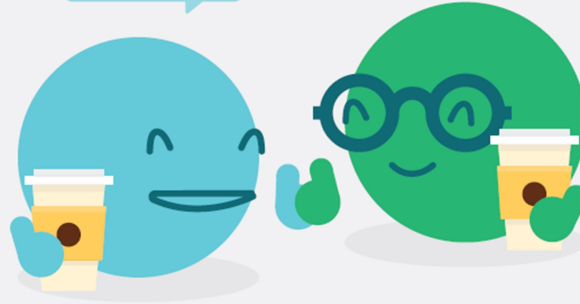
EXHIBIT 15.12.3
THE GRÜNENTHAL BUSINESS PARTNER CODE OF CONDUCT



Code of Conduct for Grünenthal's Business Partners

So, I understand that
we should act lawfully
and respectfully?

Yes AI, and our
Business Partners
should too.



Maximise business.
Minimise risk.



Introducing the Code of Conduct for Grünenthal's Business Partners

Grünenthal is committed to conducting its global business in compliance with all applicable laws and regulations, acting in line with the highest ethical standards and treating others with respect and integrity.

Our Business Partners are expected to act in the same manner. This Code of Conduct ("Code") does not constitute an exhaustive list of the applicable legal frameworks our business partners need to adhere to, but is intended to emphasise the most important topics for the Grünenthal Group.



Expectations

Grünenthal firmly demands from all of its worldwide suppliers, distributors, resellers, sales agents, consultants and other business partners (each, a "Business Partner" and together, the "Business Partners") to carefully read this Code and to comply with it. Grünenthal will take appropriate action as soon as it becomes aware of any alleged or actual infringements. All Business Partners must ensure contractually and factually that their sub-suppliers and sub-contractors are bound by, and adhere to, the same obligations laid out in this Code.

Business Partners are expected and encouraged to contact Grünenthal's Compliance Organisation with any questions or concerns in connection with this Code. Communication may also be conducted on an anonymous basis via email:

compliance@grunenthal.com

or our Ethics Helpline:

ethicshelpline.grunenthal.com



Integrity

We expect all Business Partners to act with integrity and to comply with all applicable laws and regulations when undertaking business with and on behalf of Grünenthal. Business Partners must respect the applicable laws and regulatory framework and obtain and maintain the necessary documents such as admissions, certificates and approvals from local authorities.

All employees of a Business Partner should be encouraged to report concerns or illegal activities in the workplace and any such reports must be without any threat by the Business Partners of reprisal, intimidation or harassment. Business Partners shall investigate and take corrective action if needed.

Health and safety

Grünenthal has a systematic approach to health and safety. Grünenthal expects all of its Business Partners to also ensure compliance with the most recent standards by implementing a sound internal management and reporting system to protect the life and health of its employees, neighbours and the environment.

Respect and fairness

Grünenthal expects all of its Business Partners to treat its employees and all persons acting on its behalf in line with the highest ethical standards. All international and national conventions and laws in the area of fundamental rights must be adhered to.

Business Partners must provide a workplace free of harassment and discrimination for reasons such as gender, race, nationality, age, religion, sexual orientation, gender identity, physical appearance, social origin, disability, union membership, family status or political opinions.

They declare that they are not employing under-aged persons in their workforce in accordance with local and international regulations and international treaties regarding child labour.



Protection of assets and confidentiality

All Business Partners and all subcontractors and/or individuals acting on their behalf must respect Grünenthal's assets, business-related information and intellectual property rights. They must treat all information received in the course of the business relationship as strictly confidential to the extent that such information is not already publicly known or legally available to third parties. Also, Business Partners are expected to protect confidential information against unauthorised access and use and destroy or return it to Grünenthal once it is no longer needed in the business relationship.

Anti-Corruption and compliance

All forms of corruption are strictly prohibited; i.e. the direct or indirect offer, granting or acceptance of illegitimate advantages to generate, maintain or accelerate business, including facilitation payments. All Business Partners must ensure that no advantages are exchanged in the course of their business relationships. Business Partners may only provide lawful, adequate, documented and transparent remuneration, gifts, hospitality, sponsoring and donations. Special diligence and stricter internal controls must be undertaken when interacting with public officials.

Grünenthal expects its Business Partners to install adequate internal measures for the prevention of business-related crimes and administrative offences, depending on the Business Partner's risk exposure, size and financial resources.

Conflicts of interest

All Business Partners, and all subcontractors and/or individuals acting on their behalf must avoid conflicts of interest with respect to:

- their private activities.
- entities in which they, their close relatives or associates have financial or commercial interest.
- their business activities with other parties and their part in the business relationship with Grünenthal.

Existing conflicts of interest must be immediately disclosed to Grünenthal.

Fair competition

All Business Partners and all subcontractors and/or individuals acting on their behalf need to adhere to the applicable antitrust and competition laws to ensure fair competition. No Business Partner may, directly or indirectly, enter into any illegal agreements with its competitors nor may a Business Partner exchange sensitive information; e.g. regarding markets, customers, strategies, prices and the like. All Business Partners and all persons acting on their behalf may participate in public tenders and private sector bidding procedures only when they strictly follow the applicable laws and regulations of the tendering organisation

Accurate books, records and tax declarations

Business Partners are required to keep accurate books and records, as well as declaring all tax-relevant matters truthfully. These are indispensable parts of running a lawful and transparent business in a sustainable way. Grünenthal expects all of its Business Partners to be reliable market players and to act with the highest diligence in this respect.

Customs duties and export controls/sanctions

All Business Partners must ensure that they have their customs affairs handled by competent personnel and comply with all applicable customs duties. Business Partners must constantly monitor the most recent developments to ensure that current export control and sanction regulations are strictly followed.

Environment

Business Partners must comply with all applicable environmental regulations. All required environmental permits, licenses, information registrations and restrictions must be obtained, maintained and their operational and reporting requirements followed.

Business Partners must have systems in place to ensure a responsible and sustainable use of the natural resources and the safe handling, movement, storage, recycling, reuse, or management of waste, air emissions and wastewater discharges.

Any waste, wastewater or emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled and treated prior to releasing it into the environment. Employees must be protected from overexposure to chemical, biological and physical hazards.

Data protection

All Business Partners must strictly adhere to all applicable data protection laws when collecting, processing, storing or otherwise handling personal data of their own employees, of their customers, suppliers, business partners and other data subjects.

Duty to report

All Business Partners must report any suspicions of a material breach of any obligation arising in connection with this Code, including in relation to its own sub-suppliers and sub-contractors to their Grünenthal business contact or to the Grünenthal Compliance Organisation.

Audit rights

Grünenthal has the right to audit Business Partners and have access to all relevant documents with respect to the obligations of a Business Partner under this Code. Grünenthal will inform the Business Partner on date, time, location and modalities of the audit beforehand, taking due care of the Business Partner's commercial interest.

Grünenthal reserves the right to have any such audit conducted by an independent third party. Costs of the audit will be borne by the Business Partner if the suspicions of a material breach of this Code turn out to be well-founded.

Termination right and damages

If there is a material breach of this Code by any Business Partner, Grünenthal has the right to terminate the business relationship with that Business Partner without notice and with immediate effect. Grünenthal, at its sole discretion, may (a) give a Business Partner a written warning of its intention to make use of this termination right ten days prior to exercising its termination right; and (b) allow the Business Partner to issue a written statement on the matter in question, which may be considered by Grünenthal.

Grünenthal is entitled to recover all damages that arise as a consequence of exercising this termination right and every breach of this Code.



We hereby acknowledge on behalf of the Business Partner that it recognises all obligations arising out of or in connection with this Code of Conduct and that it will comply with it as long as the business relationship lasts.

Place, date

Authorised signatory and company stamp

Authorised signatory (if applicable) and company stamp



Grünenthal GmbH, 52099
Aachen, Germany

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, IS OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED

FIFTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS FIFTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this “**Amendment**”), dated as of January 28, 2021 (the “**Amendment Effective Date**”), is made by and among Mesoblast Limited ACN 109 431 870, an Australian listed public company (“**Parent**” and “**Guarantor**”), Mesoblast UK Limited, a company incorporated in England and Wales with registered number 07596260 whose registered address is 5 New Street Square, London, EC4A 3TW, United Kingdom (“**Mesoblast UK**”), Mesoblast, Inc., a Delaware corporation (“**Mesoblast USA**”), Mesoblast International (UK) Limited, a company incorporated in England and Wales with registered number 09630007 whose registered address is 5 New Street Square, London, EC4A 3TW, United Kingdom (“**Mesoblast Intl UK**”), Mesoblast International Sàrl, a company organized under the laws of Switzerland (“**Mesoblast SUI**”) and each of Parent’s Subsidiaries that delivers a Joinder Agreement pursuant to Section 7.13 of the Loan and Security Agreement (together with Mesoblast USA, Mesoblast UK, Mesoblast Intl UK and Mesoblast SUI, collectively referred to as the “**Borrowers**” and each, a “**Borrower**”), the several banks and other financial institutions or entities from time to time parties to the Loan and Security Agreement (collectively, referred to as “**Lender**”) and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and Lender (in such capacity, the “**Agent**”).

The Loan Parties, Lender and Agent are parties to a Loan and Security Agreement dated as of March 6, 2018 (as amended by the First Amendment to Loan and Security Agreement dated as of January 11, 2019, the Second Amendment to Loan and Security Agreement dated as of December 17, 2019, the Third Amendment to Loan and Security Agreement dated as of February 25, 2020, the Fourth Amendment to Loan and Security Agreement dated as of August 15, 2020, and as further amended, restated, modified or otherwise supplemented from time to time, the “**Loan and Security Agreement**”). The Loan Parties have requested that Lender agree to certain amendments to the Loan and Security Agreement. Lender has agreed to such request, subject to the terms and conditions hereof.

Accordingly, the parties hereto agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Loan and Security Agreement.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement.

(b) **Interpretation.** The rules of interpretation set forth in Section 1.1 of the Loan and Security Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2. Amendments to the Loan and Security Agreement. The Loan and Security Agreement shall be amended as follows effective as of the Amendment Effective Date:

(a) **New Definitions.** The following definitions are added to Section 1.1 in their proper alphabetical order:

“Fifth Amendment” means that certain Fifth Amendment to Loan and Security Agreement dated as of the Fifth Amendment Effective Date among the Loan Parties, Agent and Lender, as the same may from time to time be amended, restated, modified or otherwise supplemented.

“Fifth Amendment Effective Date” means January 28, 2021.

“[***]” means [***], with offices located at [***].

“[***]” means that certain [***], dated as of [***] (as amended, restated, modified or otherwise supplemented from time to time), [***] subject to the limitations and on the terms and conditions set forth therein.

“[***]” means that certain [***], dated as of [***] (as amended, restated, modified or otherwise supplemented from time to time), [***].

[***]

[***]

[***]

(b) **Amended and Restated Definitions.** The following definitions in Section 1.1 are hereby amended and restated as follows:

“Amortization Date” means March 1, 2021; provided however, if the Interest Only Extension Conditions 3 are satisfied, then July 1, 2021; provided further, if the Interest Only Extension Conditions 1 are satisfied, then October 1, 2021; provided further, if the Interest Only Extension Conditions 2 are satisfied, then the Term Loan Maturity Date.

“[***] Milestone” means satisfaction of each of the following events: (a) [***] and (b) [***].

“[***] Milestone” means satisfaction of each of the following events: (a) [***] (b) [***].

“[***] Milestone” means satisfaction of each of the following events: (a) [***] (b) [***].

“Interest Only Extension Conditions 3” means satisfaction of each of the following: (a) no Event of Default shall have occurred and is continuing and (b) Performance Milestone VIII shall have been satisfied.

“Performance Milestone VIII” means satisfaction of each of the following events: (a) [***] (b) [***] subject to [***].

(c) Deleted Definitions. The following definition is hereby deleted from Section 1.1: “Strategic Partnership Term Sheet”.

(d) Section 2.7. Section 2.7 is hereby amended and restated as follows:

“End of Term Charge. On the earliest to occur of (i) the Term Loan Maturity Date, (ii) the date that Borrower prepays the outstanding Secured Obligations (other than any inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) in full, or (iii) the date that the Secured Obligations become due and payable, Borrower shall pay Lender charges of (A) [***] (the “Closing Date End of Term Charge”), (B) [***] (the “Fourth Amendment End of Term Charge”), (C) [***] (the “Fifth Amendment End of Term Charge”), (D) if the Interest Only Extension Conditions 1 are satisfied and the Amortization Date is extended to October 1, 2021, [***] (the “Interest Only Extension Conditions 1 End of Term Charge”) and (E) if the Interest Only Extension Conditions 2 are satisfied and the Amortization Date is extended to the Term Loan Maturity Date, [***] (the “Interest Only Extension Conditions 2 End of Term Charge”). Notwithstanding the required payment date of such charges, the Closing Date End of Term Charge shall be deemed earned by Lender as of the Closing Date, the Fourth Amendment End of Term Charge shall be deemed earned by Lender as of the Fourth Amendment Effective Date, the Fifth Amendment End of Term Charge shall be deemed earned by Lender as of the Fifth Amendment Effective Date, the Interest Only Conditions 1 End of Term Charge shall be deemed earned by Lender upon Borrowers’ satisfaction of the Interest Only Extension Conditions 1, and the Interest Only Conditions 2 End of Term Charge shall be deemed earned by Lender upon Borrowers’ satisfaction of the Interest Only Extension Conditions 2.”

(e) Section 7.14. Section 7.14 is hereby amended and restated as follows:

“Financial Covenant (Minimum Cash). At all times after the Fourth Amendment Effective Date and prior to achievement of Performance Milestone IX, the Loan Parties shall maintain Unrestricted Cash in an amount greater than or equal to Four Months Liquidity plus the amount of the Loan Parties’ accounts payable under GAAP or IFRS not paid after the 120th day following the invoice date for such accounts payable, subject to reasonable verification by Agent (including supporting documentation requested by Agent). Upon achievement of Performance Milestone IX and at all times thereafter, the Loan Parties shall maintain Unrestricted Cash in an amount greater than or equal to Three Months Liquidity plus the amount of the Loan Parties’ accounts payable under GAAP or IFRS not paid after the 120th day

following the invoice date for such accounts payable, subject to reasonable verification by Agent (including supporting documentation requested by Agent). Borrower shall provide Agent evidence of compliance with this Section 7.14 in each Compliance Certificate and upon request in form and substance reasonably acceptable to Agent and supporting documentation reasonably requested by Agent.”

(f) Section 7.28. A new Section 7.28 is hereby added as follows:

“[***]. Each of Parent and Mesoblast SUI shall not permit [***] in effect as of the Fifth Amendment Effective Date to be modified or amended in any material respect without the prior written consent of Agent, such consent not to be unreasonably withheld, it being understood and agreed that any amendments to the [***] shall not constitute a material change.”

(g) Section 9.2. Section 9.2 is hereby amended and restated as follows:

“Any Loan Party breaches or defaults in the performance of any covenant or Secured Obligation under this Agreement, or any of the other Loan Documents, and (a) with respect to a default under any covenant under this Agreement (other than under Sections 2.6 (solely with respect to prepayments relating to the Permitted Convertible Debt Financing), 4.4, 6, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.11, 7.12, 7.14, 7.15, 7.17, 7.18, 7.20, 7.21, 7.22, 7.23 or 7.28) or any other Loan Document, such default continues for more than fifteen (15) days after the earlier of the date on which (i) Agent or Lender has given notice of such default to the Loan Parties and (ii) any Loan Party has actual knowledge of such default or (b) with respect to a default under any of Sections 2.6 (solely with respect to prepayments relating to the Permitted Convertible Debt Financing), 4.4, 6, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.11, 7.12, 7.14, 7.15, 7.17, 7.18, 7.20, 7.21, 7.22, 7.23 or 7.28, the occurrence of such default; or”

(h) Compliance Certificate. Exhibit F of the Loan and Security Agreement, the Compliance Certificate, is hereby amended and restated in its entirety with Annex A hereto.

(i) References Within Loan and Security Agreement. Each reference in the Loan and Security Agreement to “this Agreement” and the words “hereof,” “herein,” “hereunder,” or words of like import, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment.

SECTION 3. Conditions of Effectiveness. The effectiveness of Section 2 of this Amendment shall be subject to the satisfaction of each of the following conditions precedent:

(a) **Fees and Expenses.** The Loan Parties shall have paid (i) all invoiced costs and expenses then due in accordance with Section 5(e), and (ii) all other fees, costs and expenses, if any, due and payable as of the Amendment Effective Date under the Loan and Security Agreement.

(b) **This Amendment.** Agent shall have received this Amendment, executed by Agent, each Lender, and the Loan Parties.

(c) **Additional Condition.** Agent shall have received (i) [***] and (ii) [***].

(d) **Representations and Warranties; No Default.** On the Amendment Effective Date, after giving effect to the amendment of the Loan and Security Agreement contemplated hereby:

(i) The representations and warranties contained in Section 4 shall be true and correct on and as of the Amendment Effective Date as though made on and as of such date; and

(ii) There exist no Events of Default or events that with the passage of time would result in an Event of Default.

SECTION 4. Representations and Warranties

. To induce Agent and Lender to enter into this Amendment, each Loan Party hereby confirms, as of the date hereof, (a) that the representations and warranties made by it in the Loan and Security Agreement and in the other Loan Documents are true and correct in all material respects; *provided, however*, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and (b) that there has not been and there does not exist a Material Adverse Effect. For the purposes of this Section 4, (i) each reference in Section 4 of the Loan and Security Agreement to “this Agreement,” and the words “hereof,” “herein,” “hereunder,” or words of like import in such Section, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment, and (ii) any representations and warranties which relate solely to an earlier date shall not be deemed confirmed and restated as of the date hereof (provided that such representations and warranties shall be true, correct and complete as of such earlier date).

SECTION 5. Miscellaneous

(a) **Loan Documents Otherwise Not Affected; Reaffirmation; No Novation.**

(i) Except as expressly amended pursuant hereto or referenced herein, the Loan and Security Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed in all respects. Lender’s and Agent’s execution and delivery of, or acceptance of, this Amendment shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future.

(ii) Each Loan Party hereby expressly reaffirms the grant of security under Section 3.1 of the Loan and Security Agreement, the English Security Documents, the Swiss Security Documents, the Pledge Agreement, the IP Security Agreement and any other Loan Document to which that Loan Party is a party and hereby expressly reaffirms that, with effect from (and including) the Amendment Effective Date, such grant of security in the Collateral: (x) remains in full force and effect notwithstanding the amendments expressly referenced herein; and (y) secures all Secured Obligations under the Loan and Security Agreement, as amended by this Amendment, and the other Loan Documents, including without limitation any Term Loan Advances funded on or after the Amendment Effective Date, as of the date hereof.

(iii) Each Loan Party hereby (x) consents to the execution and delivery of this Amendment and the consummation of the transactions described herein; (y) expressly ratifies and

confirms that, with effect from (and including) the Amendment Effective Date, the guaranty set out in Section 12 of the Loan and Security Agreement and, solely with respect to Parent, the guarantee granted under clause 12 of the Australian law governed Security Trust Deed (collectively the "guaranty") shall remain in full force and effect notwithstanding the amendments expressly referenced herein with respect to the Secured Obligations now or hereafter outstanding under the Loan and Security Agreement, as amended by this Amendment, and each other Loan Document; and (z) expressly ratifies and confirms that the guaranty extends to all new obligations assumed by any Loan Party under the Loan Documents as amended by this Amendment, (including but not limited to any new obligations under the Loan and Security Agreement, as amended by this Amendment), subject only to the guaranty limitations set out in Section 12 of the amended and restated Loan and Security Agreement and, solely with respect to Parent, the guarantee limitations set out under clause 12 of the Australian law governed Security Trust Deed. Each Loan Party acknowledges that, notwithstanding anything to the contrary contained herein or in any other document evidencing any Secured Obligations to Agent and Lender or any other Secured Obligations, or any actions now or hereafter taken by Agent and Lender with respect to any Secured Obligations, such guaranty (i) is and shall continue to be a primary obligation of such Guarantor and such other Loan Party, (ii) is and shall continue to be an absolute, unconditional, continuing and irrevocable guaranty of payment, and (iii) is and shall continue to be in full force and effect in accordance with its terms. Nothing contained herein to the contrary shall release, discharge, modify, change or affect the original liability of Guarantor and such other Loan Party under such guaranty.

(iv) This Amendment is not a novation and the terms and conditions of this Amendment shall be in addition to and supplemental to all terms and conditions set forth in the Loan Documents. Nothing in this Amendment is intended, or shall be construed, to constitute an accord and satisfaction of any Loan Party's Secured Obligations under or in connection with the Loan and Security Agreement and any other Loan Document or to modify, affect or impair the perfection or continuity of Agent's security interest in, (on behalf of itself and Lender) security titles to or other liens on any Collateral for the Secured Obligations.

(b) **Conditions.** For purposes of determining compliance with the conditions specified in Section 3, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless Agent shall have received notice from such Lender prior to the Amendment Effective Date specifying its objection thereto.

(c) **Release.** In consideration of the agreements of Agent and each Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender, and their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lender and all such other persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and

any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which each Loan Party, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Loan and Security Agreement, or any of the other Loan Documents or transactions thereunder or related thereto (collectively, the "**Released Claims**"). Each Loan Party understands, acknowledges and agrees that the release set forth above (the "**Release**") may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above. Without limiting the generality of the foregoing, each Loan Party hereby waives the provisions of any statute or doctrine that prevents a general release from extending to claims unknown by the releasing party, including, without limitation, California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Loan Party acknowledges that the agreements in this Section are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Claims. Each Loan Party acknowledges that the Release constitutes a material inducement to Agent and Lender to enter into this Amendment and that Agent and Lender would not have done so but for Agent's and Lender's expectation that the Release is valid and enforceable in all events.

(d) **No Reliance.** The Loan Parties hereby acknowledge and confirm to Agent and Lender that the Loan Parties are executing this Amendment on the basis of their own investigation and for their own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(e) **Costs and Expenses.** The Loan Parties agree to pay to Agent as required under the Loan Agreement, after giving effect to this Amendment, the reasonable and documented out-of-pocket fees and expenses of Agent and Lender party hereto and the reasonable and documented out-of-pocket fees and disbursements of counsel to Agent and Lender party hereto in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith on the Amendment Effective Date or after such date.

(f) **Binding Effect.** This Amendment binds and is for the benefit of the successors and permitted assigns of each party.

(g) **Governing Law** THIS AMENDMENT HAS BEEN NEGOTIATED AND DELIVERED TO AGENT AND LENDER IN THE STATE OF CALIFORNIA, AND SHALL HAVE BEEN ACCEPTED BY AGENT AND LENDER IN THE STATE OF CALIFORNIA. PAYMENT TO AGENT AND LENDER BY THE LOAN PARTIES OF THE SECURED OBLIGATIONS IS DUE IN THE STATE OF CALIFORNIA. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING CONFLICT OF LAWS PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY OTHER JURISDICTION.

(h) **Complete Agreement; Amendments.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

(i) **Severability of Provisions.** Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

(j) **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

(k) **Loan Documents.** This Amendment and the documents related thereto shall constitute Loan Documents.

[Balance of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

BORROWERS:

MESOBLAST UK LIMITED

By: _____
Name: Silviu Itescu
Title: Director

MESOBLAST, INC.

By: _____
Name: Silviu Itescu
Title: Director

MESOBLAST INTERNATIONAL (UK) LIMITED

By: _____
Name: Silviu Itescu
Title: Director

MESOBLAST INTERNATIONAL SÀRL

Place and Date

By: _____
Name: Silviu Itescu
Title: Director

[Signature Page to Fifth Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

GUARANTOR:

Executed by Mesoblast Limited in
accordance with Section 127 of the
Corporations Act 2001 (Cth)

Signature of director

Silviu Itescu
Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Charles Harrison
Name of director/company secretary (print)

[Signature Page to Fifth Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

AGENT:

HERCULES CAPITAL, INC.

Signature:

Print Name:

Title:

LENDER:

HERCULES CAPITAL, INC.

Signature:

Print Name:

Title:

HERCULES CAPITAL FUNDING TRUST 2018-1

Signature:

Print Name:

Title:

HERCULES CAPITAL FUNDING TRUST 2019-1

Signature:

Print Name:

Title:

[Signature Page to Fifth Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

HERCULES FUNDING IV LLC

Signature:

Print Name:

Title:

[Signature Page to Fifth Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

EXHIBIT F

COMPLIANCE CERTIFICATE

Hercules Capital, Inc. (as "Agent")
 400 Hamilton Avenue, Suite 310
 Palo Alto, CA 94301

Reference is made to that certain Loan and Security Agreement dated as of March 6, 2018 and the Loan Documents (as defined therein) entered into in connection with such Loan and Security Agreement all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement") by and among Hercules Capital, Inc. (the "Agent"), the several banks and other financial institutions or entities from time to time party thereto (collectively, the "Lender") and Hercules Capital, Inc., as agent for Lender (the "Agent") and [*insert name of main borrower*] (the "Company") as Borrower and each other Borrower and Guarantor party thereto. All capitalized terms not defined herein shall have the same meaning as defined in the Loan Agreement.

The undersigned is an Officer of the Company, knowledgeable of all Company financial matters, and is authorized to provide certification of information regarding the C

Exceptions:

REPORTING REQUIREMENT

Monthly reporting

Interim Financial Statements

Audited Financial Statements

REQUIRED

Monthly within 30 days

Quarterly within 60 days

FYE within 90 days

**CHECK IF
ATTACHED****ACCOUNTS**

[Annex A]

The undersigned hereby also confirms the below disclosed accounts represent all depository accounts and securities accounts presently open in the name of each Loan Party or Subsidiary, as applicable.

Have any depository or securities accounts been opened since the last Compliance Certificate? YES/NO

Cash Management (7.12(b)):

- (A) Cash held by Mesoblast USA in accounts in the United States subject to an Account Control Agreement in favor of Agent: \$
- (B) outstanding Secured Obligations: \$ *multiplied by 1.20 = \$*
- (C) accounts payable older than 90 days of invoice date and unpaid = \$
- (D) all Cash (excluding amounts held in Excluded Accounts) of Parent and its consolidated subsidiaries \$ *multiplied by 0.75 = %*

Is (A) greater than or equal to *either* (B) plus (C) or (D)?

Yes (in compliance); No (not in compliance)

Are the Loan Parties in compliance with Section 7.12 based on the below disclosed depository accounts and securities accounts? YES/NO

		Account	Month	Last		
		Depository	Financial	(Depository	Account of	Purpose
		AC #	Institution/	Securities)	Balance	Account
LOAN PARTY Name/Address:	1					
	2					
	3					
	4					
	5					
	6					
	7					
	LOAN PARTY/ SUBSIDIARY Name/Address	1				

[Annex A]

	2					
	3					
	4					
	5					
	6					
	7					

Minimum Cash (7.14)

(a) The amount of Unrestricted Cash as of the date hereof: \$ _____

(b) The amount of the Loan Parties' accounts payable under GAAP or IFRS not paid after the 120th day following the invoice date for such accounts payable: \$ _____

(c) Clause (a) *minus* clause (b) is: \$ _____

(d) Prior 4 months (reported as of the end of a calendar month) of Net Operating Cash Burn:
\$ _____

(e) Prior 4 months (reported as of the end of a calendar month) of Net Investing Cash Burn:
\$ _____

(f) Clause (d) *plus* clause (e) is: \$ _____

(g) Sum of extraordinary, non-recurring, not regularly scheduled or onetime proceeds and amounts (including but not limited to upfront or milestone proceeds) from business development transactions permitted under this Agreement \$ _____

(h) Clause (f) *minus* clause (g) is: \$ _____

Is the amount reported in clause (c) equal to or greater than the amount reported in clause (h)?
__ Yes; __ No

If No: not in compliance.

*** Upon achievement of Performance Milestone IX, clause (d) to be replaced with the following: "(d) Prior 3 months (reported as of the end of a calendar month) of Net Operating Cash Burn: \$ _____"

**** Upon achievement of Performance Milestone IX, clause (e) to be replaced with the following: "(e) Prior 3 months (reported as of the end of a calendar month) of Net Investing Cash Burn: \$ _____"

[Annex A]

INSURANCE

Have the Loan Parties amended or entered into any new insurance policies? YES/NO

Very Truly Yours,
[SIG BLOCK TO BE ADDED]

[Annex A]

[**]

(see attached)

[Annex B]

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, IS OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED

SIXTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS SIXTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this “**Amendment**”), dated as of May 26, 2021 (the “**Amendment Effective Date**”), is made by and among Mesoblast Limited ACN 109 431 870, an Australian listed public company (“**Parent**” and “**Guarantor**”), Mesoblast UK Limited, a company incorporated in England and Wales with registered number 07596260 whose registered address is 5 New Street Square, London, EC4A 3TW, United Kingdom (“**Mesoblast UK**”), Mesoblast, Inc., a Delaware corporation (“**Mesoblast USA**”), Mesoblast International Sàrl, a company organized under the laws of Switzerland (“**Mesoblast SUI**”) and each of Parent’s Subsidiaries that delivers a Joinder Agreement pursuant to Section 7.13 of the Loan and Security Agreement (together with Mesoblast USA, Mesoblast UK and Mesoblast SUI, collectively referred to as the “**Borrowers**” and each, a “**Borrower**”), the several banks and other financial institutions or entities from time to time parties to the Loan and Security Agreement (collectively, referred to as “**Lender**”) and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and Lender (in such capacity, the “**Agent**”).

The Loan Parties, Lender and Agent are parties to a Loan and Security Agreement dated as of March 6, 2018 (as amended by the First Amendment to Loan and Security Agreement dated as of January 11, 2019, the Second Amendment to Loan and Security Agreement dated as of December 17, 2019, the Third Amendment to Loan and Security Agreement dated as of February 25, 2020, the Fourth Amendment to Loan and Security Agreement dated as of August 15, 2020, the Fifth Amendment to Loan and Security Agreement dated as of January 28, 2021, and as further amended, restated, modified or otherwise supplemented from time to time, the “**Loan and Security Agreement**”). The Loan Parties have requested that Lender agree to certain amendments to the Loan and Security Agreement. Lender has agreed to such request, subject to the terms and conditions hereof.

Accordingly, the parties hereto agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Loan and Security Agreement.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement.

(b) **Interpretation.** The rules of interpretation set forth in Section 1.1 of the Loan and Security Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2. Amendments to the Loan and Security Agreement. The Loan and Security Agreement shall be amended as follows effective as of the Amendment Effective Date:

- (a) **New Definitions.** The following definitions are added to Section 1.1 in their proper alphabetical order:

“Sixth Amendment” means that certain Sixth Amendment to Loan and Security Agreement dated as of the Sixth Amendment Effective Date among the Loan Parties, Agent and Lender, as the same may from time to time be amended, restated, modified or otherwise supplemented.

“Sixth Amendment Effective Date” means May 26, 2021.

- (b) **Section 7.14.** Section 7.14 is hereby amended and restated as follows:

“Financial Covenant (Minimum Cash). At all times after the Sixth Amendment Effective Date and prior to achievement of Performance Milestone IX, the Loan Parties shall maintain Unrestricted Cash in an amount greater than or equal to the lesser of the following two amounts: (i) Four Months Liquidity plus the amount of the Loan Parties’ accounts payable under GAAP or IFRS not paid after the 120th day following the invoice date for such accounts payable, subject to reasonable verification by Agent (including supporting documentation requested by Agent) and (ii) the aggregate amount of outstanding Secured Obligations. Upon achievement of Performance Milestone IX and at all times thereafter, the Loan Parties shall maintain Unrestricted Cash in an amount greater than or equal to the lesser of the following two amounts: (x) Three Months Liquidity plus the amount of the Loan Parties’ accounts payable under GAAP or IFRS not paid after the 120th day following the invoice date for such accounts payable, subject to reasonable verification by Agent (including supporting documentation requested by Agent) and (y) the aggregate amount of outstanding Secured Obligations. Borrower shall provide Agent evidence of compliance with this Section 7.14 in each Compliance Certificate and upon request in form and substance reasonably acceptable to Agent and supporting documentation reasonably requested by Agent.”

- (c) **Compliance Certificate.** Exhibit F of the Loan and Security Agreement, the Compliance Certificate, is hereby amended and restated in its entirety with Annex A hereto.

(d) **References Within Loan and Security Agreement.** Each reference in the Loan and Security Agreement to “this Agreement” and the words “hereof,” “herein,” “hereunder,” or words of like import, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment.

SECTION 3. Conditions of Effectiveness. The effectiveness of Section 2 of this Amendment shall be subject to the satisfaction of each of the following conditions precedent:

(a) **Fees and Expenses.** The Loan Parties shall have paid (i) all invoiced costs and expenses then due in accordance with Section 6(e), and (ii) all other fees, costs and expenses, if any, due and payable as of the Amendment Effective Date under the Loan and Security Agreement.

(b) **This Amendment.** Agent shall have received this Amendment, executed by Agent, each Lender, and the Loan Parties.

(c) **Representations and Warranties; No Default.** On the Amendment Effective Date, after giving effect to the amendment of the Loan and Security Agreement contemplated hereby:

(i) The representations and warranties contained in Section 5 shall be true and correct on and as of the Amendment Effective Date as though made on and as of such date; and

(ii) There exist no Events of Default or events that with the passage of time would result in an Event of Default.

SECTION 4. Consent to Amortization Date Extension

. Agent and each Lender hereby consent to and agree that the Interest Only Extension Conditions 1 shall be deemed satisfied as of the Amendment Effective Date, and the Amortization Date shall be deemed to be October 1, 2021 (pursuant to the definition of "Amortization Date"); [***].

SECTION 5. Representations and Warranties

. To induce Agent and Lender to enter into this Amendment, each Loan Party hereby confirms, as of the date hereof, (a) that the representations and warranties made by it in the Loan and Security Agreement and in the other Loan Documents are true and correct in all material respects; *provided, however*, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and (b) that there has not been and there does not exist a Material Adverse Effect. For the purposes of this Section 5, (i) each reference in Section 5 of the Loan and Security Agreement to "this Agreement," and the words "hereof," "herein," "hereunder," or words of like import in such Section, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment, and (ii) any representations and warranties which relate solely to an earlier date shall not be deemed confirmed and restated as of the date hereof (provided that such representations and warranties shall be true, correct and complete as of such earlier date).

SECTION 6. Miscellaneous

(a) **Loan Documents Otherwise Not Affected; Reaffirmation; No Novation.**

(i) Except as expressly amended pursuant hereto or referenced herein, the Loan and Security Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed in all respects. Lender's and Agent's execution and delivery of, or acceptance of, this Amendment shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future.

(ii) Each Loan Party hereby expressly reaffirms the grant of security under Section 3.1 of the Loan and Security Agreement, the English Security Documents, the Swiss Security Documents, the Pledge Agreement, the IP Security Agreement and any other Loan Document to which that Loan Party is a party and hereby expressly reaffirms that, with effect from (and including) the Amendment Effective Date, such grant of security in the Collateral: (x) remains in full force and effect notwithstanding the amendments expressly referenced herein; and (y) secures all Secured Obligations under the Loan and Security Agreement, as amended by this Amendment, and the other Loan Documents, including without limitation any Term Loan Advances funded on or after the Amendment Effective Date, as of the date hereof.

(iii) Each Loan Party hereby (x) consents to the execution and delivery of this Amendment and the consummation of the transactions described herein; (y) expressly ratifies and confirms that, with effect from (and including) the Amendment Effective Date, the guaranty set out in Section 12 of the Loan and Security Agreement and, solely with respect to Parent, the guarantee granted under clause 12 of the Australian law governed Security Trust Deed (collectively the "guaranty") shall remain in full force and effect notwithstanding the amendments expressly referenced herein with respect to the Secured Obligations now or hereafter outstanding under the Loan and Security Agreement, as amended by this Amendment, and each other Loan Document; and (z) expressly ratifies and confirms that the guaranty extends to all new obligations assumed by any Loan Party under the Loan Documents as amended by this Amendment, (including but not limited to any new obligations under the Loan and Security Agreement, as amended by this Amendment), subject only to the guaranty limitations set out in Section 12 of the amended and restated Loan and Security Agreement and, solely with respect to Parent, the guarantee limitations set out under clause 12 of the Australian law governed Security Trust Deed. Each Loan Party acknowledges that, notwithstanding anything to the contrary contained herein or in any other document evidencing any Secured Obligations to Agent and Lender or any other Secured Obligations, or any actions now or hereafter taken by Agent and Lender with respect to any Secured Obligations, such guaranty (i) is and shall continue to be a primary obligation of such Guarantor and such other Loan Party, (ii) is and shall continue to be an absolute, unconditional, continuing and irrevocable guaranty of payment, and (iii) is and shall continue to be in full force and effect in accordance with its terms. Nothing contained herein to the contrary shall release, discharge, modify, change or affect the original liability of Guarantor and such other Loan Party under such guaranty.

(iv) This Amendment is not a novation and the terms and conditions of this Amendment shall be in addition to and supplemental to all terms and conditions set forth in the Loan Documents. Nothing in this Amendment is intended, or shall be construed, to constitute an accord and satisfaction of any Loan Party's Secured Obligations under or in connection with the Loan and Security Agreement and any other Loan Document or to modify, affect or impair the perfection or continuity of Agent's security interest in, (on behalf of itself and Lender) security titles to or other liens on any Collateral for the Secured Obligations.

(b) **Conditions.** For purposes of determining compliance with the conditions specified in Section 3, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender

unless Agent shall have received notice from such Lender prior to the Amendment Effective Date specifying its objection thereto.

(c) **Release.** In consideration of the agreements of Agent and each Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender, and their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lender and all such other persons being hereinafter referred to collectively as the “**Releasees**” and individually as a “**Releasee**”), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which each Loan Party, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Loan and Security Agreement, or any of the other Loan Documents or transactions thereunder or related thereto (collectively, the “**Released Claims**”). Each Loan Party understands, acknowledges and agrees that the release set forth above (the “**Release**”) may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above. Without limiting the generality of the foregoing, each Loan Party hereby waives the provisions of any statute or doctrine that prevents a general release from extending to claims unknown by the releasing party, including, without limitation, California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Loan Party acknowledges that the agreements in this Section are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Claims. Each Loan Party acknowledges that the Release constitutes a material inducement to Agent and Lender to enter into this Amendment and that Agent and Lender would not have done so but for Agent’s and Lender’s expectation that the Release is valid and enforceable in all events.

(d) **No Reliance.** The Loan Parties hereby acknowledge and confirm to Agent and Lender that the Loan Parties are executing this Amendment on the basis of their own investigation and for their own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(e) **Costs and Expenses.** The Loan Parties agree to pay to Agent as required under the Loan Agreement, after giving effect to this Amendment, the reasonable and documented out-of-pocket fees and expenses of Agent and Lender party hereto and the reasonable and documented out-of-pocket fees and disbursements of counsel to Agent and Lender party hereto in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith on the Amendment Effective Date or after such date.

(f) **Binding Effect.** This Amendment binds and is for the benefit of the successors and permitted assigns of each party.

(g) **Governing Law THIS AMENDMENT HAS BEEN NEGOTIATED AND DELIVERED TO AGENT AND LENDER IN THE STATE OF CALIFORNIA, AND SHALL HAVE BEEN ACCEPTED BY AGENT AND LENDER IN THE STATE OF CALIFORNIA. PAYMENT TO AGENT AND LENDER BY THE LOAN PARTIES OF THE SECURED OBLIGATIONS IS DUE IN THE STATE OF CALIFORNIA. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING CONFLICT OF LAWS PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY OTHER JURISDICTION.**

(h) **Complete Agreement; Amendments.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

(i) **Severability of Provisions.** Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

(j) **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

(k) **Loan Documents.** This Amendment and the documents related thereto shall constitute Loan Documents.

[Balance of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

BORROWERS:

MESOBLAST UK LIMITED

By: _____
Name: Silviu Itescu
Title: Director

MESOBLAST, INC.

By: _____
Name: Silviu Itescu
Title: Director

MESOBLAST INTERNATIONAL SÀRL

Place and Date

By: _____
Name: Silviu Itescu
Title: Director

[Signature Page to Sixth Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

GUARANTOR:

Executed by Mesoblast Limited in
accordance with Section 127 of the
Corporations Act 2001 (Cth)

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Silviu Itescu
Name of director (print)

Charles Harrison
Name of director/company secretary (print)

[Signature Page to Sixth Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

AGENT:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: David Huang

Title: Associate General Counsel

LENDER:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: David Huang

Title: Associate General Counsel

HERCULES CAPITAL FUNDING TRUST 2018-1

Signature: _____

Print Name: David Huang

Title: Associate General Counsel

HERCULES CAPITAL FUNDING TRUST 2019-1

Signature: _____

Print Name: David Huang

Title: Associate General Counsel

[Signature Page to Sixth Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

HERCULES FUNDING IV LLC

Signature: _____

Print Name: David Huang

Title: Associate General Counsel

[Signature Page to Sixth Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

EXHIBIT F

COMPLIANCE CERTIFICATE

Hercules Capital, Inc. (as "Agent")
 400 Hamilton Avenue, Suite 310
 Palo Alto, CA 94301

Reference is made to that certain Loan and Security Agreement dated as of March 6, 2018 and the Loan Documents (as defined therein) entered into in connection with such Loan and Security Agreement all as may be amended from time to time (hereinafter referred to collectively as the "Loan Agreement") by and among Hercules Capital, Inc. (the "Agent"), the several banks and other financial institutions or entities from time to time party thereto (collectively, the "Lender") and Hercules Capital, Inc., as agent for Lender (the "Agent") and [*insert name of main borrower*] (the "Company") as Borrower and each other Borrower and Guarantor party thereto. All capitalized terms not defined herein shall have the same meaning as defined in the Loan Agreement.

The undersigned is an Officer of the Company, knowledgeable of all Company financial matters, and is authorized to provide certification of information regarding the Company; hereby certifies, in such capacity, that in accordance with the terms and conditions of the Loan Agreement, except as set forth below, (i) each Loan Party is in compliance for the period ending _____ of all covenants, conditions and terms and (ii) hereby reaffirms that all representations and warranties contained therein are true and correct in all material respects on and as of the date of this Compliance Certificate with the same effect as though made on and as of such date, except to the extent such representations and warranties expressly relate to an earlier date. The undersigned further certifies the attached financial statements are prepared in accordance with GAAP or IFRS, as applicable (except for the absence of footnotes with respect to unaudited financial statement and subject to normal year-end adjustments) and are consistent from one period to the next except as explained below.

Exceptions:

REPORTING REQUIREMENT

Monthly reporting

Interim Financial Statements

Audited Financial Statements

REQUIRED

Monthly within 30 days

Quarterly within 60 days

FYE within 90 days

**CHECK IF
ATTACHED**

[Annex A]

ACCOUNTS

The undersigned hereby also confirms the below disclosed accounts represent all depository accounts and securities accounts presently open in the name of each Loan Party or Subsidiary, as applicable.

Have any depository or securities accounts been opened since the last Compliance Certificate? YES/NO

Cash Management (7.12(b)):

- (A) Cash held by Mesoblast USA in accounts in the United States subject to an Account Control Agreement in favor of Agent: \$ _____
- (B) outstanding Secured Obligations: \$ _____ multiplied by 1.20 = \$ _____
- (C) accounts payable older than 90 days of invoice date and unpaid = \$ _____
- (D) all Cash (excluding amounts held in Excluded Accounts) of Parent and its consolidated subsidiaries \$ _____ multiplied by 0.75 = % _____

Is (A) greater than or equal to either (B) plus (C) or (D)?

_____ Yes (in compliance); _____ No (not in compliance)

Are the Loan Parties in compliance with Section 7.12 based on the below disclosed depository accounts and securities accounts? YES/NO

LOAN PARTY Name/Address:	Depository AC #	Financial Institution	Account Type (Depository / Securities)	Last Month Ending Account Balance	Purpose Of Account
	1				
	2				
	3				
	4				
	5				
	6				
	7				
LOAN PARTY/ SUBSIDIARY Name/Address					
	1				
	2				
	3				
	4				
	5				
	6				
	7				

Minimum Cash (7.14)

- (a) The amount of Unrestricted Cash as of the date hereof: \$ _____
- (b) The amount of the Loan Parties' accounts payable under GAAP or IFRS not paid after the 120th day following the invoice date for such accounts payable: \$ _____
- (c) Clause (a) minus clause (b) is: \$ _____
- (d) Prior 4 months (reported as of the end of a calendar month) of Net Operating Cash Burn:
\$ _____ ***
- (e) Prior 4 months (reported as of the end of a calendar month) of Net Investing Cash Burn:
\$ _____ ****
- (f) Clause (d) plus clause (e) is: \$ _____

[Annex A]

(g) Sum of extraordinary, non-recurring, not regularly scheduled or onetime proceeds and amounts (including but not limited to upfront or milestone proceeds) from business development transactions permitted under this Agreement \$_____

(h) Clause (f) *minus* clause (g) is: \$_____

Is the amount reported in clause (c) equal to or greater than (1) the amount reported in clause (h) or (2) the amount of outstanding Secured Obligations?

Yes; No

If No: not in compliance.

*** Upon achievement of Performance Milestone IX, clause (d) to be replaced with the following: “(d) Prior 3 months (reported as of the end of a calendar month) of Net Operating Cash Burn: \$_____”

**** Upon achievement of Performance Milestone IX, clause (e) to be replaced with the following: “(e) Prior 3 months (reported as of the end of a calendar month) of Net Investing Cash Burn: \$_____”

[Annex A]

INSURANCE

Have the Loan Parties amended or entered into any new insurance policies? YES/NO

Very Truly Yours,
[SIG BLOCK TO BE ADDED]

[Annex A]

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, IS OMITTED BECAUSE IT IS NOT MATERIAL AND WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED

SEVENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS SEVENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this “**Amendment**”), dated as of August 19, 2021 (the “**Amendment Effective Date**”), is made by and among Mesoblast Limited ACN 109 431 870, an Australian listed public company (“**Parent**” and “**Guarantor**”), Mesoblast UK Limited, a company incorporated in England and Wales with registered number 07596260 whose registered address is 5 New Street Square, London, EC4A 3TW, United Kingdom (“**Mesoblast UK**”), Mesoblast, Inc., a Delaware corporation (“**Mesoblast USA**”), Mesoblast International Sàrl, a company organized under the laws of Switzerland (“**Mesoblast SUI**”) and each of Parent’s Subsidiaries that delivers a Joinder Agreement pursuant to Section 7.13 of the Loan and Security Agreement (together with Mesoblast USA, Mesoblast UK and Mesoblast SUI, collectively referred to as the “**Borrowers**” and each, a “**Borrower**”), the several banks and other financial institutions or entities from time to time parties to the Loan and Security Agreement (collectively, referred to as “**Lender**”) and HERCULES CAPITAL, INC., a Maryland corporation, in its capacity as administrative agent and collateral agent for itself and Lender (in such capacity, the “**Agent**”).

The Loan Parties, Lender and Agent are parties to a Loan and Security Agreement dated as of March 6, 2018 (as amended by the First Amendment to Loan and Security Agreement dated as of January 11, 2019, the Second Amendment to Loan and Security Agreement dated as of December 17, 2019, the Third Amendment to Loan and Security Agreement dated as of February 25, 2020, the Fourth Amendment to Loan and Security Agreement dated as of August 15, 2020, the Fifth Amendment to Loan and Security Agreement dated as of January 28, 2021, the Sixth Amendment to Loan and Security Agreement dated as of May 26, 2021, and as further amended, restated, modified or otherwise supplemented from time to time, the “**Loan and Security Agreement**”). The Loan Parties have requested that Lender agree to certain amendments to the Loan and Security Agreement. Lender has agreed to such request, subject to the terms and conditions hereof.

Accordingly, the parties hereto agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Loan and Security Agreement.** All capitalized terms used in this Amendment (including in the recitals hereof) and not otherwise defined herein shall have the meanings assigned to them in the Loan and Security Agreement.

(b) **Interpretation.** The rules of interpretation set forth in Section 1.1 of the Loan and Security Agreement shall be applicable to this Amendment and are incorporated herein by this reference.

SECTION 2. Amendments to the Loan and Security Agreement. The Loan and Security Agreement shall be amended as follows effective as of the Amendment Effective Date:

- (a) New Definitions. The following definitions are added to Section 1.1 in their proper alphabetical order:

“Interest Only Extension Conditions 4” means satisfaction of each of the following: (a) no Event of Default shall have occurred and be continuing and (b) Performance Milestone XI shall have been satisfied.

“Performance Milestone XI” means satisfaction of each of the following events: (a) no Event of Default shall have occurred and be continuing and (b) any one of the following milestones shall have been satisfied prior to [***]: (i) the [***] Milestone, (ii) the [***] Milestone, (iii) the [***] Milestone or (iv) the [***] Milestone.

“Seventh Amendment” means that certain Seventh Amendment to Loan and Security Agreement dated as of the Seventh Amendment Effective Date among the Loan Parties, Agent and Lender, as the same may from time to time be amended, restated, modified or otherwise supplemented.

“Seventh Amendment Effective Date” means August 19, 2021.

- (b) Amended and Restated Definitions. The following definitions in Section 1.1 are hereby amended and restated as follows:

“Amortization Date” means January 1, 2022; provided however, if the Interest Only Extension Conditions 4 are satisfied, then the Term Loan Maturity Date.

- (c) Section 2.7. Section 2.7 is hereby amended and restated as follows:

“End of Term Charge. On the earliest to occur of (i) the Term Loan Maturity Date, (ii) the date that Borrower prepays the outstanding Secured Obligations (other than any inchoate indemnity obligations and any other obligations which, by their terms, are to survive the termination of this Agreement) in full, or (iii) the date that the Secured Obligations become due and payable, Borrower shall pay Lender the sum of the following charges: (A) [***] (the “Closing Date End of Term Charge”), (B) [***] (the “Fourth Amendment End of Term Charge”), (C) [***] (the “Fifth Amendment End of Term Charge”), (D) [***] (the “Interest Only Extension Conditions 1 End of Term Charge”) and (E) if the Interest Only Extension Conditions 4 are satisfied and the Amortization Date is extended to the Term Loan Maturity Date, [***] (the “Interest Only Extension Conditions 4 End of Term Charge”). Notwithstanding the required payment date of such charges, the Closing Date End of Term Charge shall be deemed earned by Lender as of the Closing Date, the Fourth Amendment End of Term Charge shall be deemed earned by Lender as of the Fourth Amendment Effective Date, the Fifth Amendment End of Term Charge shall be deemed earned by Lender as of the Fifth Amendment Effective

Date, the Interest Only Conditions 1 End of Term Charge shall be deemed earned by Lender upon Borrowers' satisfaction of the Interest Only Extension Conditions 1, and the Interest Only Conditions 4 End of Term Charge shall be deemed earned by Lender upon Borrowers' satisfaction of the Interest Only Extension Conditions 4."

(d) References Within Loan and Security Agreement. Each reference in the Loan and Security Agreement to "this Agreement" and the words "hereof," "herein," "hereunder," or words of like import, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment.

SECTION 3. Conditions of Effectiveness. The effectiveness of Section 2 of this Amendment shall be subject to the satisfaction of each of the following conditions precedent:

(a) **Fees and Expenses.** The Loan Parties shall have paid (i) all invoiced costs and expenses then due in accordance with Section 6(e), and (ii) all other fees, costs and expenses, if any, due and payable as of the Amendment Effective Date under the Loan and Security Agreement.

(b) **This Amendment.** Agent shall have received this Amendment, executed by Agent, each Lender, and the Loan Parties.

(c) **Representations and Warranties; No Default.** On the Amendment Effective Date, after giving effect to the amendment of the Loan and Security Agreement contemplated hereby:

(i) The representations and warranties contained in Section 5 shall be true and correct on and as of the Amendment Effective Date as though made on and as of such date; and

(ii) There exist no Events of Default or events that with the passage of time would result in an Event of Default.

SECTION 4. Acknowledgement. Borrower, Agent and each Lender hereby agree and acknowledge that the Interest Only Extension Conditions 1 have been deemed satisfied as of the Sixth Amendment Effective Date and that the Interest Only Extension Conditions 1 End of Term Charge has been earned; [***].

SECTION 5. Representations and Warranties

. To induce Agent and Lender to enter into this Amendment, each Loan Party hereby confirms, as of the date hereof, (a) that the representations and warranties made by it in the Loan and Security Agreement and in the other Loan Documents are true and correct in all material respects; *provided, however*, that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and (b) that there has not been and there does not exist a Material Adverse Effect. For the purposes of this Section 5, (i) each reference in Section 5 of the Loan and Security Agreement to "this Agreement," and the words "hereof," "herein," "hereunder," or words of like import in such Section, shall mean and be a reference to the Loan and Security Agreement as amended by this Amendment, and (ii) any representations and warranties which relate solely to

an earlier date shall not be deemed confirmed and restated as of the date hereof (provided that such representations and warranties shall be true, correct and complete as of such earlier date).

SECTION 6. Miscellaneous

(a) Loan Documents Otherwise Not Affected; Reaffirmation; No Novation.

(i) Except as expressly amended pursuant hereto or referenced herein, the Loan and Security Agreement and the other Loan Documents shall remain unchanged and in full force and effect and are hereby ratified and confirmed in all respects. Lender's and Agent's execution and delivery of, or acceptance of, this Amendment shall not be deemed to create a course of dealing or otherwise create any express or implied duty by any of them to provide any other or further amendments, consents or waivers in the future.

(ii) Each Loan Party hereby expressly reaffirms the grant of security under Section 3.1 of the Loan and Security Agreement, the English Security Documents, the Swiss Security Documents, the Pledge Agreement, the IP Security Agreement and any other Loan Document to which that Loan Party is a party and hereby expressly reaffirms that, with effect from (and including) the Amendment Effective Date, such grant of security in the Collateral: (x) remains in full force and effect notwithstanding the amendments expressly referenced herein; and (y) secures all Secured Obligations under the Loan and Security Agreement, as amended by this Amendment, and the other Loan Documents, including without limitation any Term Loan Advances funded on or after the Amendment Effective Date, as of the date hereof.

(iii) Each Loan Party hereby (x) consents to the execution and delivery of this Amendment and the consummation of the transactions described herein; (y) expressly ratifies and confirms that, with effect from (and including) the Amendment Effective Date, the guaranty set out in Section 12 of the Loan and Security Agreement and, solely with respect to Parent, the guarantee granted under clause 12 of the Australian law governed Security Trust Deed (collectively the "guaranty") shall remain in full force and effect notwithstanding the amendments expressly referenced herein with respect to the Secured Obligations now or hereafter outstanding under the Loan and Security Agreement, as amended by this Amendment, and each other Loan Document; and (z) expressly ratifies and confirms that the guaranty extends to all new obligations assumed by any Loan Party under the Loan Documents as amended by this Amendment, (including but not limited to any new obligations under the Loan and Security Agreement, as amended by this Amendment), subject only to the guaranty limitations set out in Section 12 of the amended and restated Loan and Security Agreement and, solely with respect to Parent, the guarantee limitations set out under clause 12 of the Australian law governed Security Trust Deed. Each Loan Party acknowledges that, notwithstanding anything to the contrary contained herein or in any other document evidencing any Secured Obligations to Agent and Lender or any other Secured Obligations, or any actions now or hereafter taken by Agent and Lender with respect to any Secured Obligations, such guaranty (i) is and shall continue to be a primary obligation of such Guarantor and such other Loan Party, (ii) is and shall continue to be an absolute, unconditional, continuing and irrevocable guaranty of payment, and (iii) is and shall continue to be in full force and effect in accordance with its terms. Nothing contained herein to the contrary shall release, discharge, modify, change or affect the original liability of Guarantor and such other Loan Party under such guaranty.

(iv) This Amendment is not a novation and the terms and conditions of this Amendment shall be in addition to and supplemental to all terms and conditions set forth in the Loan Documents. Nothing in this Amendment is intended, or shall be construed, to constitute an accord and satisfaction of any Loan Party's Secured Obligations under or in connection with the Loan and Security Agreement and any other Loan Document or to modify, affect or impair the perfection or continuity of Agent's security interest in, (on behalf of itself and Lender) security titles to or other liens on any Collateral for the Secured Obligations.

(b) **Conditions.** For purposes of determining compliance with the conditions specified in Section 3, each Lender that has signed this Amendment shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless Agent shall have received notice from such Lender prior to the Amendment Effective Date specifying its objection thereto.

(c) **Release.** In consideration of the agreements of Agent and each Lender contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Loan Party, on behalf of itself and its successors, assigns, and other legal representatives, hereby fully, absolutely, unconditionally and irrevocably releases, remises and forever discharges Agent and each Lender, and their respective successors and assigns, and their respective present and former shareholders, affiliates, subsidiaries, divisions, predecessors, directors, officers, attorneys, employees, agents and other representatives (Agent, Lender and all such other persons being hereinafter referred to collectively as the "**Releasees**" and individually as a "**Releasee**"), of and from all demands, actions, causes of action, suits, covenants, contracts, controversies, agreements, promises, sums of money, accounts, bills, reckonings, damages and any and all other claims, counterclaims, defenses, rights of set-off, demands and liabilities whatsoever of every name and nature, known or unknown, suspected or unsuspected, both at law and in equity, which each Loan Party, or any of its successors, assigns, or other legal representatives may now or hereafter own, hold, have or claim to have against the Releasees or any of them for, upon, or by reason of any circumstance, action, cause or thing whatsoever which arises at any time on or prior to the day and date of this Amendment, including, without limitation, for or on account of, or in relation to, or in any way in connection with the Loan and Security Agreement, or any of the other Loan Documents or transactions thereunder or related thereto (collectively, the "**Released Claims**"). Each Loan Party understands, acknowledges and agrees that the release set forth above (the "**Release**") may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release. Each Loan Party agrees that no fact, event, circumstance, evidence or transaction which could now be asserted or which may hereafter be discovered shall affect in any manner the final, absolute and unconditional nature of the release set forth above. Without limiting the generality of the foregoing, each Loan Party hereby waives the provisions of any statute or doctrine that prevents a general release from extending to claims unknown by the releasing party, including, without limitation, California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Loan Party acknowledges that the agreements in this Section are intended to be in full satisfaction of all or any alleged injuries or damages arising in connection with the Released Claims. Each Loan Party acknowledges that the Release constitutes a material inducement to Agent and Lender to enter into this Amendment and that Agent and Lender would not have done so but for Agent's and Lender's expectation that the Release is valid and enforceable in all events.

(d) **No Reliance.** The Loan Parties hereby acknowledge and confirm to Agent and Lender that the Loan Parties are executing this Amendment on the basis of their own investigation and for their own reasons without reliance upon any agreement, representation, understanding or communication by or on behalf of any other Person.

(e) **Costs and Expenses.** The Loan Parties agree to pay to Agent as required under the Loan Agreement, after giving effect to this Amendment, the reasonable and documented out-of-pocket fees and expenses of Agent and Lender party hereto and the reasonable and documented out-of-pocket fees and disbursements of counsel to Agent and Lender party hereto in connection with the negotiation, preparation, execution and delivery of this Amendment and any other documents to be delivered in connection herewith on the Amendment Effective Date or after such date.

(f) **Binding Effect.** This Amendment binds and is for the benefit of the successors and permitted assigns of each party.

(g) **Governing Law THIS AMENDMENT HAS BEEN NEGOTIATED AND DELIVERED TO AGENT AND LENDER IN THE STATE OF CALIFORNIA, AND SHALL HAVE BEEN ACCEPTED BY AGENT AND LENDER IN THE STATE OF CALIFORNIA. PAYMENT TO AGENT AND LENDER BY THE LOAN PARTIES OF THE SECURED OBLIGATIONS IS DUE IN THE STATE OF CALIFORNIA. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING CONFLICT OF LAWS PRINCIPLES THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY OTHER JURISDICTION.**

(h) **Complete Agreement; Amendments.** This Amendment and the Loan Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements with respect to such subject matter. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Amendment and the Loan Documents merge into this Amendment and the Loan Documents.

(i) **Severability of Provisions.** Each provision of this Amendment is severable from every other provision in determining the enforceability of any provision.

(j) **Counterparts.** This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Amendment. Delivery of an executed counterpart of a signature page of this Amendment by facsimile, portable document format (.pdf) or other electronic transmission will be as effective as delivery of a manually executed counterpart hereof.

(k) **Loan Documents.** This Amendment and the documents related thereto shall constitute Loan Documents.

[Balance of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment, as of the date first above written.

BORROWERS:

MESOBLAST UK LIMITED

By: _____
Name: Silviu Itescu
Title: Director

MESOBLAST, INC.

By: _____
Name: Silviu Itescu
Title: Director

MESOBLAST INTERNATIONAL SÀRL

Place and Date

By: _____
Name: Silviu Itescu
Title: Director

[Signature Page to Seventh Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

GUARANTOR:

Executed by Mesoblast Limited in
accordance with Section 127 of the
Corporations Act 2001 (Cth)

Signature of director

Silviu Itescu
Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Niva Sivakumar
Name of director/company secretary (print)

[Signature Page to Seventh Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

DMS 20735140
US-DOCS\125942767.3

AGENT:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: Jennifer Choe

Title: Associate General Counsel

LENDER:

HERCULES CAPITAL, INC.

Signature: _____

Print Name: Jennifer Choe

Title: Associate General Counsel

HERCULES CAPITAL FUNDING TRUST 2018-1

Signature: _____

Print Name: Jennifer Choe

Title: Associate General Counsel

HERCULES CAPITAL FUNDING TRUST 2019-1

Signature: _____

Print Name: Jennifer Choe

Title: Associate General Counsel

HERCULES FUNDING IV LLC

Signature: _____

Print Name: Jennifer Choe

Title: Associate General Counsel

[Signature Page to Seventh Amendment to Loan and Security Agreement (Hercules/Mesoblast)]

Mesoblast Limited

Warrant to Purchase Ordinary Shares

Warrant Certificate No.: _____
 Number of Ordinary Shares issuable upon exercise: _____
 Date of Issuance: March 15, 2021 ("**Issuance Date**")

Mesoblast Limited (ABN 68 109 431 870), an Australian corporation (the "**Company**"), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, _____, the registered holder hereof or its permitted assigns (the "**Holder**"), is entitled, subject to the terms set forth below, to purchase from the Company, at the Exercise Price (as defined below) then in effect, at any time or times on or after the Issuance Date, but not after 11:59 p.m., Melbourne time, on the Expiration Date (as defined below), _____ (_____) fully paid ordinary shares in the capital of the Company ("**Ordinary Shares**") subject to adjustment as provided herein (the "**Warrant Shares**"). Except as otherwise defined herein, capitalized terms in this Warrant to Purchase Ordinary Shares (including any Warrants to Purchase Ordinary Shares issued in exchange, transfer or replacement hereof, this "**Warrant**"), shall have the meanings set forth in Section 17. This Warrant is one of the Warrants to purchase Ordinary Shares (the "**Subscription Warrants**") issued pursuant to a Subscription Agreement, dated as of February 25, 2021, by and among the Company and each investor (the "**Investor**") referred to therein (the "**Subscription Agreement**"). Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to such terms in the Subscription Agreement.

1. EXERCISE OF WARRANT

(a) Mechanics of Exercise. Subject to the terms and conditions hereof, this Warrant may be exercised by the Holder at any time or times on or after the Issuance Date and on or prior to the Expiration Date, in whole or in part, by (i) delivery of a written notice, in the form attached hereto as Exhibit A (the "**Exercise Notice**"), of the Holder's election to exercise this Warrant, and (ii) receipt by the Company of an amount equal to the applicable Exercise Price multiplied by the number of Warrant Shares as to which this Warrant is being exercised (the "**Aggregate Exercise Price**") in cash by wire transfer of immediately available funds. The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder. Execution and delivery of the Exercise Notice with respect to less than all of the Warrant Shares shall have the same effect as cancellation of the original Warrant and issuance of a new Warrant evidencing the right to purchase the remaining number of Warrant Shares. An Exercise Notice must be issued for Warrants which have an Aggregate Exercise Price of the higher of: (i) \$50,000; or (ii) the balance of the total of the Warrants held by the holder.

On or before the first (1st) Trading Day following the date on which the Company has received the Exercise Notice together with cleared funds for the Aggregate Exercise Price, the Company shall transmit by facsimile or email an acknowledgment of confirmation of receipt of the Exercise Notice to the Holder and the Company's share registry who will act as transfer agent (the "**Transfer Agent**"). On or before the second (2nd) Trading Day following the date on which the Company has received the Exercise Notice, so long as the Holder has delivered the Aggregate Exercise Price on or prior to the second (2nd) Trading Day following the date on which the Company has received the Exercise Notice (the "**Share Delivery Date**") (provided that if the Aggregate Exercise Price has not been delivered by such date, the Share Delivery Date shall be no later than two (2) Trading Days after the Aggregate Exercise Price is delivered), the Company shall, subject to the Corporations Act and ASX

Listing Rules, issue and allot the Warrant Shares to the Holder, in accordance with the CHESSE Rules, to the Holder's nominated account and, subject to the below provision for a later prospectus, issue a Cleansing Statement in respect of such Warrant Shares to the ASX Company Announcements Platform.

The Company shall be responsible for all fees and expenses of the Transfer Agent and all fees and expenses with respect to the issuance and allotment of the Warrant Shares to the Holder's custodian's nominated CHESSE account, in accordance with the CHESSE Rules, if any. Upon delivery of the Exercise Notice, if at such time (a) the Ordinary Shares, either directly or through an American Depositary Receipt or American Depositary Share program sponsored by the Company, are listed on an Eligible Market that is located in the United States, and (b) the Company has received a valid notice of exercise in respect of some or all of the Warrant Shares; the Holder, directly or through its custodian, shall be deemed, for the purposes of Regulation SHO under the U.S. Securities Exchange Act of 1934, as amended, to have become the holder of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date such Warrant Shares are issued and allotted to the Holder's custodian's nominated CHESSE account.

If this Warrant is submitted in connection with any exercise pursuant to this Section 1(a) and the number of Warrant Shares represented by this Warrant submitted for exercise is greater than the number of Warrant Shares being acquired upon an exercise, then the Company shall as soon as practicable and in no event later than three (3) Trading Days after any exercise and at its own expense, issue a new Warrant (in accordance with Section 6(d)) representing the right to purchase the number of Warrant Shares issuable immediately prior to such exercise under this Warrant, less the number of Warrant Shares with respect to which this Warrant is exercised.

No fractional Warrant Shares are to be issued upon the exercise of this Warrant, but rather the number of Warrant Shares to be issued shall be rounded down to the nearest whole number. If required, the Company shall pay any and all stamp, transfer or similar taxes which may be payable with respect to the issuance and delivery of Warrant Shares upon exercise of this Warrant nothing in this clause will cause the Company to be liable for any income tax, capital gains or similar taxes assessed on the Holder as a result of the exercise of this Warrant.

Subject to the Corporations Act and ASX Listing Rules, the Company's obligations to issue and deliver Warrant Shares in accordance with the terms and subject to the conditions hereof are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination.

If the Company does not issue a Cleansing Statement for the Warrant Shares received on exercise of the Warrant, or that Cleansing Statement for any reason is not effective to ensure that an offer for issue of the Warrant Shares does not require disclosure to investors (as defined in the Corporations Act), the Company must within seven (7) days of the issue of the Warrant Shares lodge with Australian Securities and Investments Commission a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act and the Holder will not resell (or otherwise dispose of any interest or grant any rights in or security over) such Warrant Shares until the prospectus is lodged and the Holder agrees to the Company applying a holding lock to the Warrant Shares pending the issue of that prospectus.

- (b) Exercise Price. For purposes of this Warrant, "**Exercise Price**" means A\$2.88 subject to adjustment as provided herein.
- (c) Disputes. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall

promptly issue to the Holder

the number of Warrant Shares that are not disputed and resolve such dispute in accordance with Section 12.

(d) Authorized Shares. The Company hereby covenants and agrees that it will not take any steps or actions to amend its constituent documents to decrease its ability to issue the maximum number of Ordinary Shares contemplated to be issued pursuant to this Warrant.

(e) No Quotation. The Company does not intend to seek quotation of this Warrant on the Principal Market.

(f) Investment Representation Statement. Unless the rights under this Warrant are exercised pursuant to an effective registration statement under the Securities Act that includes the Ordinary Shares with respect to which the Warrant was exercised, pursuant to the terms, it shall be a condition to any exercise of the rights under this Warrant that the Holder shall have made the warranties set forth in the Exercise Notice attached hereto as Exhibit A.

2. ADJUSTMENT OF EXERCISE PRICE AND NUMBER OF WARRANT SHARES. The Exercise Price and the number of Warrant Shares shall be adjusted from time to time as follows:

(a) Adjustment. Other than as set out in this Warrant or the ASX Listing Rules (while the Company is on the Official List of ASX), this Warrant does not confer the right to a change in the Exercise Price or a change in the number of underlying securities over which this Warrant can be exercised.

(b) Adjustment Upon Subdivision or Combination of Ordinary Shares. In the event of any re-organisation (including reconstruction, consolidation, subdivision, reduction or return of capital) of issued capital of the Company, this Warrant will be re-organised as required by the ASX Listing Rules, but in all other respects the terms of exercise will remain unchanged.

(c) No Participating Rights or Entitlements. There are no participating rights or entitlements inherent in this Warrant and Holders will not be entitled to participate in new issues of capital offered during the currency of this Warrant, except upon exercise of this Warrant.

3. PRO RATA ISSUES AND BONUS ISSUES.

(a) If there is a pro rata issue (except a bonus issue) to the holders of Ordinary Shares, the Exercise Price of this Warrant may be reduced according to the following formula:

$$O' = \frac{O - E \cdot [P - (S + D)]}{N + 1}$$

O' = the new Exercise Price of this Warrant.

O = the old Exercise Price of this Warrant.

E = the number of Ordinary Shares into which one Warrant is exercisable.
Note: E is one unless the number has changed because of a bonus issue.

P = the volume weighted average market price per security of the Ordinary Shares, calculated over the 5 Trading Days ending on the day before the ex-rights date or ex-entitlements date.

S = the subscription price for a security under the pro rata issue.

D = the dividend due but not yet paid on the existing Ordinary Shares (except those to be issued under the pro rata issue).

N = the number of securities with rights or entitlements that must be held to receive a right to one new security.

(b) If there is a bonus issue to the holders of Ordinary Shares, the number of securities over which this Warrant is exercisable may be increased by the number of securities which the holder of this Warrant would have received if this Warrant had been exercised before the record date for the bonus issue.

4. NON-CIRCUMVENTION. The Company covenants and agrees that the Company will not, by amendment of its constitution, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, and will at all times in good faith carry out all of the provisions of this Warrant and take all action as may be required to protect the rights of the Holder. Without limiting the generality of the foregoing, the Company shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid Ordinary Shares upon the exercise of this Warrant.

5. WARRANT HOLDER NOT DEEMED A SHAREHOLDER. Except as otherwise specifically provided herein, the Holder, solely in such Person's capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed to be a shareholder of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in such Person's capacity as the Holder of this Warrant, any of the rights of a shareholder of the Company or any right to vote, give or withhold consent to any corporate action (whether any reorganization, issue of stock, reclassification of stock, consolidation, merger, conveyance or otherwise), receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which such Person is then entitled to receive upon the due exercise of this Warrant. In addition, nothing contained in this Warrant shall be construed as imposing any liabilities on the Holder to purchase any securities (other than upon exercise of this Warrant) or as a shareholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company. Notwithstanding this Section 5, the Company shall provide the Holder with copies of the same notices and other information given to the shareholders of the Company generally, contemporaneously with the giving thereof to the shareholders, unless and to the extent such notices and other information are publicly released on ASX.

6. REISSUANCE OF WARRANTS.

(a) Transfer of Warrant. Subject to any restrictions under applicable law (including, for the avoidance of doubt, the ASX Listing Rules and the Corporations Act) arising because of the identity of a particular proposed transferee, if this Warrant is to be transferred, the Holder must assign and novate this agreement to the transferee on the same terms and conditions as this Warrant as if the transferee were the original holder hereunder and shall surrender this Warrant to the Company, whereupon, subject to the transferee confirming to the reasonable satisfaction of the Company that the securities are being acquired in a manner that would enable such transferee to make substantially similar warranties to the warranties set forth in the Subscription Agreement and otherwise be able to make and give the warranties and acknowledgements set out in the Exercise Notice, the Company will forthwith issue and deliver upon the order of the Holder a new Warrant (in accordance with Section 6(d)), registered as the Holder may request, representing the right to purchase the number of Warrant Shares being transferred by the Holder and, if less than the total number of Warrant Shares then underlying this Warrant is being transferred, a new Warrant (in accordance with Section 6(d)) to the Holder representing the right to purchase the number of Warrant Shares not being transferred. If requested by the Company, the Holder shall, in connection with any such transfer, furnish the Company (at the Holder's expense) with (A) if such transfer is being made to a transferee that is an "accredited investor" (as defined in Regulation D of the U.S. Securities Act of 1933, as amended), a warranty to that effect, and a warranty

with respect to such transferee substantially similar to the "investment purpose" warranty set forth in the Subscription Agreement, or (B) if the conditions set forth in clause (A) above are not satisfied, (i) an opinion of counsel, reasonably satisfactory to the Company, to the effect that such disposition will not require registration of such securities under the Securities Act or (ii) a "no action" letter from the Securities and Exchange Commission (the "SEC") to the effect that the transfer of such securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto. Without limiting the foregoing, all transfers of this Warrant must be in compliance with all applicable securities laws and must be to persons who are able to make and give the warranties and acknowledgements set out in the Exercise Notice.

(b) Lost, Stolen or Mutilated Warrant. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of this Warrant, and, in the case of loss, theft or destruction, of an indemnification agreement by the Holder to the Company in customary form (but without any requirement to post any surety or similar bond) and, in the case of mutilation, upon surrender and cancellation of this Warrant, the Company shall execute and deliver to the Holder a new Warrant (in accordance with Section 6(d)) representing the right to purchase the Warrant Shares then underlying this Warrant.

(c) Exchangeable for Multiple Warrants. This Warrant is exchangeable, upon the surrender hereof by the Holder at the principal office of the Company, for a new Warrant or Warrants (in accordance with Section 6(d)) representing in the aggregate the right to purchase the number of Warrant Shares then underlying this Warrant, and each such new Warrant will represent the right to purchase such portion of such Warrant Shares as is designated by the Holder at the time of such surrender; provided, however, that no Warrants for fractional Warrant Shares shall be given

(d) Issuance of New Warrants. Whenever the Company is required to issue a new Warrant pursuant to the terms of this Warrant, such new Warrant (i) shall be of like tenor with this Warrant, (ii) shall represent, as indicated on the face of such new Warrant, the right to purchase the Warrant Shares then underlying this Warrant (or in the case of a new Warrant being issued pursuant to Section 6(a) or Section 6(c), the Warrant Shares designated by the Holder which, when added to the number of Ordinary Shares underlying the other new Warrants issued in connection with such issuance, does not exceed the number of Warrant Shares then underlying this Warrant), (iii) shall have an issuance date, as indicated on the face of such new Warrant which is the same as the Issuance Date, and (iv) shall have the same rights and conditions as this Warrant. For the avoidance of doubt, any reference to the issuance of Warrants for the purposes of this Section 6(d) and the rest of this document does not represent an issue of new equity securities but represents an update of the details of the document of title to which the Warrant relates.

7. COMPANY'S RIGHT TO COMPEL EXERCISE OF WARRANT. If the closing price of the Company's ordinary shares on ASX exceeds A\$4.32 for 45 consecutive trading days, then, as long as the price exceeds A\$4.32, the Company may give notice to the Holder that the Holder must exercise this Warrant within 30 Business Days.

8. NOTICES. Whenever notice is required to be given under this Warrant, unless otherwise provided herein, such notice shall be given in accordance with the Subscription Agreement. The Company shall provide the Holder with prompt written notice of all actions taken pursuant to this Warrant, including in reasonable detail a description of such action and the reason therefor. Without limiting the generality of the foregoing, the Company will give written notice to the Holder (i) promptly following any adjustment of the Exercise Price, setting forth in reasonable detail, and certifying, the calculation of such adjustment and (ii) at the earlier of what is required under the ASX Listing Rules and fifteen (15) days prior to the date on which the Company closes its books or takes a record (A) with respect to any dividend or distribution upon the Ordinary Shares; provided in each case that such information shall be made known to the public prior to or in conjunction with such notice being provided

to the Holder. It is expressly understood and agreed that the time of exercise specified by the Holder in each Exercise Notice shall be definitive and may not be disputed or challenged by the Company.

9. AMENDMENT AND WAIVER. Except as otherwise provided herein or to the extent required to comply with applicable laws and the ASX Listing Rules, the provisions of this Warrant may be amended or waived and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company has obtained the written consent of the Holders of a majority of the Warrants then outstanding. Any amendment would have equal effect to all Warrants then outstanding and no consideration will be offered to any holder in relation to any amendment unless the same consideration is offered to all Holders pro rata.

10. GOVERNING LAW; JURISDICTION; JURY TRIAL. This Warrant shall be governed by and construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Warrant shall be governed by, the internal laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York.

Each of the Company and the Holder hereby irrevocably submits to the jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each of the Company and the Holder hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to the Company or the Holder (as the case may be) at the address set forth in the Subscription Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law.

Nothing contained herein shall be deemed to preclude either the Company or the Holder from bringing suit or taking other legal action against the Holder or the Company, as applicable, in any other jurisdiction to collect on the Holder's obligations to the Company or the Company's obligations to the Holder, as applicable, to realize on any collateral or any other security for such obligations, or to enforce a judgment or other court ruling in favor of the Company or the Holder, as applicable. **EACH OF THE COMPANY AND THE HOLDER HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS WARRANT OR ANY TRANSACTION CONTEMPLATED HEREBY.**

11. CONSTRUCTION; HEADINGS. This Warrant shall be deemed to be jointly drafted by the Company and all the Investors and shall not be construed against any Person as the drafter hereof. The headings of this Warrant are for convenience of reference and shall not form part of, or affect the interpretation of, this Warrant.

12. DISPUTE RESOLUTION. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via facsimile or electronic mail within one (1) Business Day of receipt or deemed receipt of the Exercise Notice giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three (3) Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within three (3) Business

Days submit via facsimile or electronic mail (a) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Holder and approved by the Company, such approval not to be unreasonably withheld, conditioned or delayed or (b) the disputed arithmetic calculation of the Warrant Shares to an independent, outside accountant, selected by the Holder and approved by the Company, such approval not to be unreasonably withheld, conditioned or delayed. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

13. **REMEDIES, OTHER OBLIGATIONS, BREACHES AND INJUNCTIVE RELIEF.** The remedies provided in this Warrant shall be cumulative and in addition to all other remedies available under this Warrant and the Subscription Agreement, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the right of the Holder to pursue actual damages for any failure by the Company to comply with the terms of this Warrant. The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, the holder of this Warrant shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

14. **TRANSFER.** Subject to Chapter 6D of the Corporations Act which prevents on-sale within 12 months to Australian retail investors where further disclosure would be required, this Warrant and the Warrant Shares may be offered for sale, sold, transferred, pledged or assigned without the consent of the Company.

15. **SEVERABILITY.** If any provision of this Warrant is prohibited by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the provision that would otherwise be prohibited, invalid or unenforceable shall be deemed amended to apply to the broadest extent that it would be valid and enforceable, and the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this Warrant so long as this Warrant as so modified continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the prohibited nature, invalidity or unenforceability of the provision(s) in question does not substantially impair the respective expectations or reciprocal obligations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties. The parties will endeavor in good faith negotiations to replace the prohibited, invalid or unenforceable provision(s) with a valid provision(s), the effect of which comes as close as possible to that of the prohibited, invalid or unenforceable provision(s).

16. **DISCLOSURE.** Upon receipt or delivery by the Company of any notice in accordance with the terms of this Warrant, unless the Company has in good faith determined that the matters relating to such notice do not constitute material, nonpublic information the Company shall within one (1) Trading Day after any such receipt or delivery publicly disclose such material, nonpublic information to the ASX Company Announcements Platform, pursuant to a press release or otherwise. In the event that the Company believes that a notice contains material, nonpublic information relating to the Company or its Subsidiaries, the Company so shall indicate to such Holder contemporaneously with delivery of such notice, and in the absence of any such indication, the Holder shall be allowed to presume that all matters relating to such notice do not constitute material, nonpublic information relating to the Company or its Subsidiaries.

17. **CERTAIN DEFINITIONS.** For purposes of this Warrant, the following terms shall have the following meanings:

(a) "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by, or is under common control with, such Person, it being understood for purposes of this definition that "control" of a Person means the power directly or indirectly either to vote 10% or more of the stock having ordinary voting power for the election of directors of such Person or direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

(b) "**ASX Listing Rules**" means the listing rules of the Principal Market as waived or modified in respect of the Company.

(c) "**ASX Settlement**" means ASX Settlement Pty Ltd.

(d) "**ASX Settlement Operating Rules**" means the Settlement Operating Rules of ASX Settlement.

(e) "**Business Day**" means:

(1) for determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and

(2) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne, Australia.

(f) "**CHES**" means Clearing House Electronic Subregister System.

(g) "**CHES Rules**" means the ASX Settlement Operating Rules and the provisions of the Corporations Act and ASX Listing Rules concerning the electronic share registration and transfer system as and to the extent that they apply to the Company.

(h) "**Cleansing Statement**" means a notice in relation to the Warrant Shares given by the Company in accordance with section 708A(5) of the Corporations Act.

(i) "**Corporations Act**" means the *Corporations Act 2001* (Cth).

(j) "**Eligible Market**" means the Principal Market, The New York Stock Exchange, Inc., the NYSE American, The NASDAQ Global Select Market, The NASDAQ Global Market, The NASDAQ Capital Market, the OTCQB or the OTCQX.

(k) "**Expiration Date**" means the date seven years after the Issuance Date or, if such date falls on a day other than a Business Day or on which trading does not take place on the Principal Market (a "**Holiday**"), the next day that is not a Holiday.

(l) "**Ordinary Share**" means an issued, fully paid, ordinary share in the capital of the Company.

(m) "**Person**" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and a government or any department or agency thereof.

(n) "**Principal Market**" means ASX Limited (ABN 98 008 624 691) or the Australian Securities Exchange, as appropriate.

(o) "**Required Holders**" means the holders of the Subscription Warrants representing at least a majority of the Ordinary Shares underlying the Subscription Warrants then outstanding and shall include any of its Affiliates as long as it holds any Subscription Warrants.

(p) "**Securities Act**" means the U.S. Securities Act of 1933, as amended.

(q) "Subsidiary" has the meaning ascribed to such term in the Subscription Agreement.

(r) "Trading Day" has the meaning given to it in the ASX Listing Rules unless and until the Company is removed from the Official List of ASX, after which it means any day on which the Ordinary Shares are traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Ordinary Shares on such day, then on the principal securities exchange or securities market on which the Ordinary Shares are then traded.

IN WITNESS WHEREOF, the Company has caused this Warrant to Purchase Ordinary Shares to be duly executed as of the Issuance Date set out above.

Executed by Mesoblast Limited

Signature of Director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Exercise Notice for Warrant issued by

Mesoblast Limited

Contact details for delivery of an Exercise Notice by email: peter.howard@mesoblast.com

The undersigned holder hereby exercises the right to purchase _____ of the Ordinary Shares ("**Warrant Shares**") of Mesoblast Limited, an Australian corporation (the "**Company**"), evidenced by the attached Warrant to Purchase Ordinary Shares (the "**Warrant**"). Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Warrant.

1. **Form of Exercise Price.** The Holder intends that payment of the Exercise Price shall be made as a "Cash Exercise" with respect to _____ Warrant Shares.
2. **Payment of Exercise Price.** In the event that the holder has elected a Cash Exercise with respect to some or all of the Warrant Shares to be issued pursuant hereto, the holder shall pay the Aggregate Exercise Price in the sum of A\$ _____ to the Company in accordance with the terms of the Warrant.
3. **Delivery of Warrant Shares.** The Company shall deliver to the holder _____ Warrant Shares in accordance with the terms of the Warrant.
4. The undersigned consents to being a member of the Company and agrees to be bound by the constitution of the Company.
5. **Warranties from Holder:** At the date of the Exercise Notice and on the date of the issue of the Warrant Shares, the Holder warrants, acknowledges and agrees with the Company as follows:

- (i) It is either: (A) in the United States and are an "accredited investor" within the meaning of Rule 501(a) under the Securities Act or (B) a person who is otherwise able to receive and accept the offer of Warrant Shares in accordance with the applicable laws of the Holder's domicile without any further requirements for registration or qualification by the Company.
- (ii) It is aware that publicly available information about the Company and its securities can be obtained from the websites of the ASX and the Company.
- (iii) The Holder is not acquiring the Warrant Shares with the purpose of selling or transferring the Warrant Shares, or granting, issuing or transferring interests in, or warrants over, them in violation of any applicable securities laws.
- (iv) The Holder has had access to all information that it believes is necessary or appropriate in connection with your exercise of the Warrant.
- (v) The Holder has made and relied upon its own assessment of securities of the Company, including, without limitation, the particular tax consequences of acquiring, owning or disposing of the Warrant Shares in light of its particular situation as well as any consequences arising under the laws of any other taxing jurisdiction.

- (vi) The Holder acknowledges that an investment in the Warrant Shares involves a degree of risk.
- (vii) The Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of a purchase of the Warrant Shares.
- (viii) The Holder has the financial ability to bear the economic risk of the investment in the Warrant Shares.
- (ix) At the time of issue of the Warrant, Holder was not a related party (as defined in section 228 of the Australian Corporations Act) of the Company.
- (x) The issue of the Warrant Shares will not result the Holder (nor any of your "associates", as that term is defined in the Australian Corporations Act) obtaining a relevant interest in more than 20% of the voting securities of the Company in breach of the Australian Corporations Act.
- (xi) The Holder will not trade any Warrant Shares on the OTC Markets or other market in the United States on which the ordinary shares of the Company trade until such time as such shares are no longer "restricted securities" within the meaning of Rule 144(a)(3) of the Securities Act.
- (xii) The Holder acknowledges that the Company is under no obligation to take any further action to seek to qualify the Warrant Shares other than the issue of a cleansing notice or prospectus in accordance with clause 1(a) of this Warrant.
- (xiii) The Holder acknowledges that the Company is entitled to rely upon the truth and accuracy of the foregoing representations, warranties and agreements.

Date: _____

Signature: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

The Company hereby acknowledges this Exercise Notice and hereby directs to issue the above indicated number of Ordinary Shares.

Executed by Mesoblast Limited

Signature of Director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Subsidiaries of Mesoblast Limited

Legal Entity

Mesoblast International Sarl
Mesoblast UK Limited
Mesoblast, Inc.

Jurisdiction of Organization

Switzerland
United Kingdom
United States

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (Nos. 333-220988, 333-240107) and Form F-3 (Nos. 333-255081, 333-254604) of Mesoblast Limited of our report dated August 31, 2021 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 20-F.

/s/ PricewaterhouseCoopers
Melbourne, Australia
August 31, 2021

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Silviu Itescu, certify that:

1. I have reviewed this annual report on Form 20-F of Mesoblast Limited (the "Company");
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 company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) 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 company 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 company, 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 company'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 company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company'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 company'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 company's internal control over financial reporting.

Date: August 31, 2021

By:

/s/ Silviu Itescu

Silviu Itescu

Chief Executive Officer

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Josh Muntner, certify that:

1. I have reviewed this annual report on Form 20-F of Mesoblast Limited (the "Company");
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 company as of, and for, the periods presented in this report;
4. The company's other certifying officer(s) 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 company 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 company, 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 company'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 company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the company's internal control over financial reporting; and
5. The company's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company'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 company'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 company's internal control over financial reporting.

Date: August 31, 2021

By:

/s/ Josh Muntner

Josh Muntner
Chief Financial Officer

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

In connection with the Annual Report of Mesoblast Limited (the "Company") on Form 20-F for the year ended June 30, 2021 as filed on the date hereof (the "Report"), I, Silviu Itescu, Chief Executive Officer for the Company, certify pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge: I, Silviu Itescu, certify that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 31, 2021

By: _____ /s/ Silviu Itescu
Silviu Itescu
Chief Executive Officer

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

In connection with the Annual Report of Mesoblast Limited (the "Company") on Form 20-F for the year ended June 30, 2021 as filed on the date hereof (the "Report"), I, Josh Muntner, Chief Financial Officer for the Company, certify pursuant to 18 U.S.C. § 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

I, Josh Muntner, certify that:

1. the Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act; and
2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 31, 2021

By: _____
/s/ Josh Muntner
Josh Muntner
Chief Financial Officer

Appendix 4E

Preliminary final report for the twelve months to 30 June 2021

Name of entity

MESOBLAST LIMITED
ABN 68 109 431 870

1. Reporting period

Report for the financial year ended	30 June 2021
Previous corresponding period is the financial year ended	30 June 2020

2. Results for announcement to the market

	Up/down	% change		Amount reported for the year ended
				30 June 2021 USD'000
Revenues from ordinary activities (<i>item 2.1</i>)	Down	77%	to	7,456
Loss from ordinary activities after tax attributable to members (<i>item 2.2</i>)	Up*	27%	to	98,811
Net loss for the period attributable to members (<i>item 2.3</i>) <i>*increase in loss</i>	Up*	27%	to	98,811

There are no dividends being proposed or declared for the period (*item 2.4 and 2.5*)

Commentary related to the above results

Please refer to 'Item 5.A Operating results' within the Form 20-F for the year ended 30 June 2021.

3. Net tangible assets per security

	30 June 2021	30 June 2020
Net tangible asset/(liability) backing per ordinary security (in USD cents)	2.64 cents	0.97 cents

A large proportion of the company's assets are intangible in nature, consisting of intellectual property, goodwill and right-of-use assets. Our Intellectual property and goodwill relate to the acquisition of both Mesoblast, Inc and culture-expanded Mesenchymal Stromal Cell technology. These assets and the associated provision for contingent consideration are excluded from the calculation of net tangible assets per security. The deferred tax liability has also been excluded from the calculation to the extent it relates to future tax obligations as a result of the intellectual property assets deriving revenue at some point in the future. This deferred tax liability has arisen as a direct result of the intellectual property being acquired.

4. Other documents accompanying this Appendix 4E

This Appendix 4E should be read in conjunction with the Mesoblast annual report on the form 20-F, which includes:

- Item 18 Financial Statements; and
- Other sections as tabled below.

This preliminary final report and the associated Directors' Report are found throughout the various sections of the accompanying Mesoblast annual report on the form 20-F.

The following table has been provided to assist readers to locate each section of the Directors' Report within the accompanying annual report on the form 20-F.

Sections of Directors' Report	Form 20-F Reference
Principal activities	Item 5.A Operating Results See subheading – "Financial Overview"
Review of operations and activities	Item 4.B Business Overview Item 5.A Operating Results
Business strategies and prospects for future years	Item 4.B Business Overview
Business risks	Item 3.D Risk Factors
Significant changes in the state of affairs	Item 5.A Operating Results See subheading – "Significant changes in the state of affairs"
Matters subsequent to the end of the financial year	Item 8.B Significant Changes
Likely developments and expected results of operations	Item 5.A Operating Results See subheading – "Likely developments and expected results of operations"
Environmental regulations	Item 5.A Operating Results See subheading – "Environmental regulations"
Dividends	Item 4.B Business Overview See subheading – "Dividends"
Information on directors	Item 6.A Key Management Personnel See subheading – "Details of Directors and Senior Management"
Remuneration report	The Remuneration report starts at Item 6 and ends part way through Item 6.B as indicated
Indemnification of officers	Item 6.B Compensation See subheading – "Indemnification of officers"
Proceedings on behalf of the group	Item 6.B Compensation See subheading – "Proceedings on our behalf"
Non-Audit Services	Item 6.B Compensation See subheading – "Non-audit services"
Auditor's independence declaration	Exhibits 99.2
Directors' Resolution	Item 6.B Compensation See subheading – "Directors' resolution"

5. Audited Financial Report 2021

This preliminary final report has been based on accounts which have been audited. The independent auditors report includes the following statement:

We draw attention to Note 1(j) in the financial report, which indicates over the next twelve months in order to meet forecast expenditure, including repayment of the Hercules debt facility, cash inflows will be required. The ability of the Group to continue as a going concern is dependent on completing either one or more strategic partnerships or restructuring existing loan agreements. The dependency on these planned events indicate that a material uncertainty exists that may cast significant doubt on the Group's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

A copy of the audited Financial Statements for the year ended 30 June 2021 is included in Item 18 Financial Statements within the Form 20-F.

- End of Appendix 4E -

This page is required for Australian Disclosure Requirements and has been intentionally left blank.