

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

FORM 10-Q/A

AMENDMENT NO. 1 TO FORM 10-Q

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

For the Quarterly Period Ended: June 30, 1997      Commission File Number 0-27352

Hybridon, Inc.  
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(Exact name of registrant as specified in its charter)

Delaware  
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04-3072298  
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(State or other jurisdiction of  
organization or incorporation)

(I.R.S. Employer Identification Number)

620 Memorial Drive  
Cambridge, MA 02139  
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(Address of principal executive offices, including zip code)

(617) 528-7000  
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(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports 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   X      NO  
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Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Common Stock, par value \$.001 per share	25,260,252
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Class	Outstanding as of July 31, 1997

SIGNATURES

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

HYBRIDON, INC.

August 15, 1997  
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Date

/s/ E. Andrews Grinstead III  
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E. Andrews Grinstead, III

Chairman, President and Chief Executive  
Officer (Principal Executive Officer)

August 15, 1997

/s/ Anthony J. Payne

Date

Anthony J. Payne  
Senior Vice President of Finance and  
Administration and Chief Financial Officer  
(Principal Financial and Accounting Officer)

3

HYBRIDON, INC.

EXHIBIT INDEX

Exhibit No.	Description
*+10.1	Amendment No. 1 to License Agreement, dated as February 21, 1990 and restated as of September 8, 1993, by and between the Worcester Foundation for Biomedical Research, Inc. and the Company, dated as of November 26, 1996.
+10.2	Letter Agreement dated May 12, 1997 between the Company and Pillar S.A. amending the Consulting Agreement dated as of March 1, 1994 between the Company and Pillar S.A..
+10.3	Amendment dated July 15, 1997 to the Series G Convertible Preferred Stock and Warrant Purchase Agreement dated as of September 9, 1994 among the Company and certain purchasers, as amended.
10.4	Sixth Amendment to the lease dated April 1997 between the Company and Charles River Building Limited Partnership for space located at 620 Memorial Drive, Cambridge, Massachusetts.
+11	Computation of Net Loss Per Common Share.
+27	Financial Data Schedule (EDGAR)
+99	Pages 39-48 of the Company's Annual Report on Form 10-K for the period ended December 31, 1996 (which is not deemed to be filed except to the extent that portions thereof are expressly incorporated by reference herein).
*	Confidential treatment requested as to certain portions of exhibit, which portions have been omitted and filed separately with the commission
+	Incorporated by reference to Exhibits to the Registrant's Quarterly Report on Form 10-Q for the three months ended June 30, 1997, filed with the Commission on August 14, 1997

## SIXTH AMENDMENT TO LEASE

This Sixth Amendment to Lease is entered into by and between Charles River Building Limited Partnership, a Delaware limited partnership (the "Landlord") and Hybridon, Inc., a Delaware corporation (the "Tenant") as of April \_\_, 1997. Reference is hereby made to that certain Lease between Landlord and Tenant dated February 4, 1994, as amended by a First Amendment to Lease dated as of November 30, 1995, a Second Amendment to Lease dated as of February 23, 1996, a Third Amendment to Lease dated as of February 28, 1996, a Fourth Amendment to Lease dated July 25, 1996 and a Fifth Amendment to Lease dated March 14, 1997 (as affected by this Fifth Amendment to Lease, the "Lease").

WHEREAS, the Tenant has elected to exercise the Equity Investment Option (as defined in the Lease); and

WHEREAS, Landlord and Tenant have agreed that the Building (as defined in the Lease) contains 91,500 rentable square feet; and

WHEREAS, Landlord and Tenant have agreed to extend the initial Term (as defined in the Lease) for an additional five years; and

WHEREAS, Landlord and Tenant have agreed that the Commencement Date (as defined in the Lease) was February 1, 1997;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as of the date hereof that the Lease is amended as follows:

1. The recitals set forth above are hereby incorporated herein.
2. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Lease.
3. The definitions set forth in Section 1.1 of the Lease for the term set forth below are hereby deleted and replaced with the following:

Term: Fifteen (15) years, commencing on the Commencement Date, with three (3) five (5) year options to extend, as set forth in Section 2.3

Annual Fixed Rent Rate: During the original Term, for the five years commencing on the Commencement Date, Thirty-Seven and 79/100 Dollars (\$37.79) per

annum per rentable square foot of the Building; for the next five years commencing on the fifth anniversary of the Commencement Date, Forty-Two and 73/100 Dollars (\$42.73) per annum per rentable square foot of the Building; for the

next five years commencing on the tenth anniversary of the Commencement Date, Forty-Seven and 00/100 Dollars (\$47.00) per annum per rentable square foot of the Building; the Annual Fixed Rent Rate during each extension Term under this Lease shall be that described in Section 2.3. The parties hereby agree that the Building contains 91,500 rentable square feet. The parties further agree that the foregoing Annual Fixed Rent Rate reflects the adjustment required under the Lease pursuant to the election by the Tenant of the Equity Investment Option and that, therefore, no further adjustment with respect thereto shall be required.

Commencement Date: February 1, 1997

4. To the extent not amended hereby, the Lease is hereby ratified and confirmed.

-2-

3

EXECUTED as a sealed instrument as of the date first above written.

Landlord:

CHARLES RIVER BUILDING LIMITED PARTNERSHIP, a Delaware limited partnership

By: Pillar Development and Management, Inc., a Delaware corporation

By: /s/ Peter Morris

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Name: Peter Morris  
Title: General Partner, Pillar  
Development and Management Inc.

Tenant:

HYBRIDON, INC., a Delaware corporation

By: /s/ Anthony J. Payne

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Name: Anthony J. Payne  
Title: Chief Financial Officer

