

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

<p>In re:</p> <p>AMPLIFYBIO, LLC, <i>et al.</i>,<sup>1</sup></p> <p style="text-align: right;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 25-52140</p> <p>Judge Mina Nami Khorrami</p> <p>(Jointly Administered)</p> <p><b>Hearing Date: July 24, 2025 at 10:00 a.m.</b></p> <p><b>Objection deadline: July 17, 2025</b></p>
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**MOTION OF DEBTOR AMPLIFYBIO, LLC FOR AN ORDER AUTHORIZING  
AMPLIFYBIO, LLC TO ENTER INTO LICENSE AGREEMENT PURSUANT TO  
SECTION 363(b) OF THE BANKRUPTCY CODE**

AmplifyBio, LLC, one of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby moves (this “Motion”) the Court, pursuant to section 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1330 (the “Bankruptcy Code”), for entry of an order authorizing AmplifyBio, LLC (“AmplifyBio”) to enter into the license agreement attached hereto as Exhibit B (the “License Agreement”) with Battelle Memorial Institute (“Battelle”).

In support of this Motion, AmplifyBio respectfully represents as follows:

**JURISDICTION**

1. The United States Bankruptcy Court for the Southern District of Ohio (the “Court”) has jurisdiction over these chapter 11 cases, the Debtors, and their estates and this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: AmplifyBio, LLC (1671); and ADOC SSF, LLC (3792). The corporate headquarters and the mailing address for the Debtors is 1425 NE Plain City-Georgesville Road, West Jefferson, Ohio 43162.

2. Venue of these chapter 11 cases and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The statutory bases for the relief requested in this Motion are sections 105 and 363(b) of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004, and Local Rules 6004-1 and 9013-1.

### **BACKGROUND**

4. On May 16, 2025 (the "Petition Date"), each of the Debtors filed with the Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

5. The Debtors are authorized to operate their businesses and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

6. Additional factual background regarding the Debtors, including their business operations, capital structure, and the events leading to the filing of these chapter 11 cases, is set forth in detail in the *Declaration of Kasey Rosado in Support of the Chapter 11 Petitions and First Day Pleadings* [Docket No. 16], which is fully incorporated by reference herein.

### **RELIEF REQUESTED**

7. By this Motion, AmplifyBio seeks authority, pursuant to section 363(b) of the Bankruptcy Code, to enter into the proposed License Agreement between AmplifyBio and Battelle for Battelle's use of certain space and equipment at AmplifyBio's West Jefferson facility. The parties desire into the License Agreement to support ongoing studies with Battelle's longstanding federal customer – the National Institute of Environmental Health Sciences Division of Translational Toxicology (the "NIEHS"). Battelle has a longstanding contract with the NIEHS to conduct in vitro and in vivo toxicology studies to research the toxic and carcinogenic potential of chemical, biological, and physical agents that may pose a health hazard to humans. AmplifyBio previously served as a subcontractor to Battelle supporting these studies, and certain study matters

took place within AmplifyBio's facility, using AmplifyBio-owned equipment. The license agreement is necessary at this time so that Battelle can show a readiness pathway to the NIEHS to continue its studies with the equipment and capabilities at AmplifyBio's West Jefferson facility. The studies were put on hold by the NIEHS earlier this year due to the Debtors' operational shut down.

8. Battelle also seeks to use certain metabolism cages to support these studies, which will be used to collect certain material during the studies. Battelle and AmplifyBio contemplate that if the License Agreement is approved, the metabolism cages would be moved from AmplifyBio's West Jefferson facility to Battelle's vivarium located at 505 King Avenue to support the studies. Finally, Battelle seeks to use certain inhalation chambers located at the West Jefferson facility for a different study Battelle seeks to complete for NIEHS. Because this study requires precise characterization of the chamber and test equipment, it is critical that the inhalation chambers at AmplifyBio's West Jefferson space are used while Battelle works to prepare the in vivo portion of Battelle's study.

9. AmplifyBio and Battelle negotiated the terms of the License Agreement at arm's length to contemplate reasonable use of the assets while preserving value during the Debtors' ongoing sale process. Any interested sale parties will be able to view any of the rooms and equipment AmplifyBio seeks to license to Battelle during the term of the License Agreement. If an interested party seeks to view the metabolism cages that the parties contemplate moving to the Debtors' King Avenue location, the interested party will simply need to coordinate with Battelle in addition to the Debtors and Hilco, and the Debtors and Hilco can assist in facilitating such visits.

10. The term of the proposed License Agreement is contemplated to be the earlier of the closing date of the sale of the Debtors' assets, or six months after the effective date of the

license agreement, which is contemplated to be July 1, 2025.<sup>2</sup> The License Agreement also contemplates a purchase option, which requires Battelle to comply with the bidding procedures order entered by this Court on June 27, 2025 [Docket No. 149]. Finally, the Debtors proposed a monthly license amount for the License Agreement by comparing their recent leases and proposing a similar amount per square foot to Battelle; the license fee is proposed to be approximately \$2,900 per month. The Debtors submit that the execution of the License Agreement is a reasonable exercise of the Debtors' business judgment that preserves value for the Debtors' estates during the sale process, while also allowing the Debtors' assets to be used for a valuable purpose by Battelle.

### **BASIS FOR RELIEF**

11. Section 363(b) of the Bankruptcy Code authorizes a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate” after notice and a hearing. 11 U.S.C. § 363(b)(1). Although section 363 does not specify a standard for determining when it is appropriate for a court to authorize the use, sale, or lease of property of the estate, courts have found that a debtor's sale or use of assets outside the ordinary course of business should be approved if the debtor can demonstrate “some articulated business justification,” as established by the Second Circuit in Committee of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070 (2d Cir. 1983), which decision has been adopted in this circuit. See, e.g., Stephen Indus., Inc. v. McClung, 789 F.2d 386 (6th Cir. 1986) (adopting the “sound business reason” test set forth by the Second Circuit in Lionel); In re Jillian's Entertainment Holdings, 327 B.R. 616, 617 (Bankr. W.D. Ky. 2005) (stating that the Lionel standard has been adopted by the vast majority of courts); Stephens Indus. v. McClung, 789 F.2d 386, 390 (6th Cir. 1986) (“a bankruptcy court can authorize a sale of all a Chapter 11 debtor's assets under § 363(b)(1) when a sound business

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<sup>2</sup> The Debtors and Battelle agreed to permit Battelle to use the inhalation chambers pending the Court's review of this Motion.

purpose dictates such action”). Once a debtor articulates a valid business justification, “[t]he business judgment rule . . . ‘is a presumption that in making the business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.’” In re S.N.A. Nut Co., 186 B.R. 98 (Bankr. N.D. Ill. 1995); see also In re Integrated Res., Inc., 147 B.R. 650, 656 (Bankr. S.D.N.Y. 1992); Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.), 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) (“[A] presumption of reasonableness attaches to a debtor’s management decisions”). *In re Royal St. Bistro, LLC*, No. CV 21-2285, 2022 WL 6308294, at \*4 (E.D. La. Sept. 23, 2022) (emphasizing court deference to debtor’s business judgment under § 363(b) when transaction serves estate’s best interests).

12. AmplifyBio has sound business justifications for selling the Acquired Assets. On April 4, 2025, the Debtors ceased their operations. In light of the circumstances, AmplifyBio has concluded that entering into the License Agreement with Battelle is the best way to allow Battelle to continue its pathway to readiness for the NIEHS studies while the Debtors’ sale process is ongoing, while preserving value for the Debtors’ estates. The Debtors believe that the use of AmplifyBio’s space and equipment and the license fee is fair and reasonable, and the Debtors have utilized a fair and reasonable process while discussing and negotiating the License Agreement with Battelle. AmplifyBio’s interest in the space and equipment that it proposes to license to Battelle will also be preserved during the sale process, while allowing access for interested parties. Accordingly, the proposed transaction is reasonable and in the best interests of AmplifyBio’s estate, and the Debtors submit that the Court should approve the License Agreement.

**WAIVER OF THE STAY OF BANKRUPTCY RULES 6004 AND 6006**

13. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court

orders otherwise.” Fed. R. Bankr. P. 6004(h). The Debtors believe that any order approving the License Agreement should be effective as soon as practicable to preserve and maximize value. Accordingly, the Debtors request that an order approving the License Agreement be effective immediately upon entry of such order and that the fourteen-day stay under Bankruptcy Rule 6004(h) be waived.

### **RESERVATION OF RIGHTS**

14. Nothing contained herein is intended or shall be construed as (a) an admission as to the amount of, basis for, or validity of any claim against the Debtors under the Bankruptcy Code or other applicable nonbankruptcy law; (b) a waiver of the Debtors or any other party in interest’s right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Motion; (e) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission to the validity, priority, enforceability, or perfection of any lien on, security interest in, or encumbrance on property of the Debtors’ estates; or (g) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Order is not intended and should not be construed as an admission as to the validity of any particular claim or a waiver of the Debtors’ rights to subsequently dispute such claim.

### **NOTICE**

15. Notice of this Motion will be provided to: (a) the Office of the United States Trustee for Region 9; (b) the Debtors’ prepetition secured creditors; (c) counsel to the debtor in possession lender; (d) the Internal Revenue Service; (e) counsel to the Official Committee of Unsecured Creditors; (f) the United States Attorney for the Southern District of Ohio; and (g) any party that

has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is required.

**NO PRIOR REQUEST**

16. No prior request for the relief sought in this Motion has been made to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as Exhibit A, authorizing AmplifyBio, LLC to enter into the License Agreement and granting the Debtors such other and further relief as the Court deems proper.

Dated: July 9, 2025

Respectfully submitted,

/s/ Scott N. Opincar

**MCDONALD HOPKINS LLC**

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*Counsel to the Debtors and Debtors in Possession*

# **EXHIBIT A**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

	)	Chapter 11
In re:	)	
	)	Case No. 25-52140
AMPLIFYBIO, LLC, <i>et al.</i> , <sup>1</sup>	)	
	)	Judge Mina Nami Khorrami
Debtors.	)	
	)	(Jointly Administered)

**ORDER AUTHORIZING DEBTOR AMPLIFYBIO LLC  
TO ENTER INTO LICENSE AGREEMENT PURSUANT TO  
SECTION 363(b) OF THE BANKRUPTCY CODE**

This matter came to be considered on the Motion for Order Authorizing Debtor AmplifyBio, LLC to Enter Into License Agreement Pursuant to Section 363(b) of the Bankruptcy

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: AmplifyBio, LLC (1671); and ADOC SSF, LLC (3792). The corporate headquarters and the mailing address for the Debtors is 1425 NE Plain City-Georgesville Road, West Jefferson, Ohio 43162.  
36481436.1

Code (the “Motion”), filed by the above-captioned debtors and debtors in possession (collectively, the “Debtors”); the Court having reviewed the Motion; the Court finding that: (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334 and 28 U.S.C. § 157; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and (c) venue of these chapter 11 cases and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409 and Local Bankruptcy Rules; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein;

**IT IS HEREBY ORDERED THAT:**

1. The Motion shall be, and hereby is, GRANTED.
2. Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Motion.
3. AmplifyBio, LLC is authorized to enter into a license agreement pursuant to the terms of the License Agreement with Battelle Memorial Institute attached as Exhibit B to the Motion.
4. This Court shall retain jurisdiction over all matters arising out of or related to the Motion and this Order.
5. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

**SO ORDERED.**

# **EXHIBIT B**

LICENSE AND TEMPORARY USE AGREEMENT

THIS LICENSE AND TEMPORARY USE AGREEMENT (the “License”) is made and entered into this \_\_\_\_ day of July 2025 and effective as of July 1, 2025 (the “Effective Date”), between AmplifyBio, LLC, a Delaware limited liability company and Debtor in Possession (“Licensor”) and Battelle Memorial Institute, an Ohio nonprofit corporation (“Licensee”) (Licensor and Licensee each, individually, a “Party” and collectively the “Parties”).

W I T N E S S E T H:

WHEREAS, Licensor is the owner of certain improved property (the “Property”) including a certain building consisting of approximately 205,686 square feet located at 1425 Plain City-Georgesville Road BLDG JM-10, West Jefferson, OH 43126, West Jefferson, Ohio (the “Building”); and

WHEREAS, Licensor is the owner of certain equipment that is located in the Building; and

WHEREAS, Licensor desires to grant to Licensee a license to use four (4) inhalation rooms (JM-10-1-554 (685 sq. ft.), JM-10-1-560 (685 sq. ft.), JM-10-1-566 (685 sq. ft.) and JM-10-1-565 (709 sq. ft.)) in a portion of the Building (the “Inhalation Rooms”) as well as a license to use some of the Licensed Equipment (as defined below) located in the Building, which may be moved into such Inhalation Rooms or, with respect to the Licensed Equipment in item 11 of Exhibit B to a different Battelle location, upon the terms and conditions hereinafter set forth.

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

1. Grant of Real Estate License. During the Term, as defined below, Licensor hereby grants to Licensee a nonrevocable, nontransferable, non-sublicensable exclusive right and license, to use the Inhalation Rooms located in a portion of the Building identified in the attached Exhibit “A” (the “Licensed Area”). Licensor further grants to Licensee during the Term, as defined below, the non-exclusive right to use the entry ways, stairwells, corridors, restrooms, locker rooms, conference rooms, elevators, café, micro-market and parking lots (collectively, “Common Areas”) and such other areas reasonably required to support Licensee’s use of the Licensed Area and Licensed Equipment, as defined below, including, without limitation, the shipping and receiving docks, tunnel and the service roadway east of the Building.

2. Grant of Equipment License. During the Term, as defined below, Licensor hereby grants to Licensee a nonrevocable, nontransferable, non-sublicensable exclusive right and license to use all of Licensor’s nose only chamber carousels and control systems (“Chambers and Control Systems”), all of Licensor’s equipment and other items necessary or useful for the use and operation of the Chambers and Control Systems and all of Licensor’s spare parts and components for the Chambers and Control Systems located in the Licensed Area and the Building (collectively, the “Licensed Equipment”). The Licensed Equipment includes, but is not limited, to those items listed in Exhibit “B” attached hereto.

3. Term. The term of this License shall begin on the Effective Date and shall continue through the first to occur of (a) the closing date of the purchase of any of the Property, Building or Licensed Equipment by Licensee or by a third party in the Licensor's Bankruptcy Case (as defined below), or (b) six (6) months after the Effective Date, subject to any permitted renewals or extensions as agreed by the parties in writing (collectively, the "Term").

4. License Fee. Licensee shall pay to Licensor a license fee (the "License Fee") in the amount of Two Thousand Eight Hundred Seventy-Nine and 00/100 Dollars (\$2,879.00) each month during the term, prorated for any partial month, which is due and payable on the Effective Date and then on the first day of each month thereafter during the term by wire transfer to a bank account designated by Licensor .

5. Permitted Use of Licensed Area and Licensed Equipment. The Licensed Area and Licensed Equipment shall be used by Licensee in connection with and support of Licensee's contract research business, including, but not limited to the performance of work by Licensee for the National Institute for Environmental Health Sciences (the "Permitted Use"). Licensee shall at all times during the Term perform such Permitted Use in full compliance with any and all applicable laws, zoning, permit and other code requirements and required approvals, as well as any reasonable applicable rules and regulations of Licensor pertaining to use of the Licensed Area. Licensor shall reasonably cooperate and assist with Licensee's compliance with same.

6. Licensee Improvements. Licensee shall not make any alterations, additions, improvements or other changes in or to the Property or the Building in which the Licensed Area is located, except with the prior written consent of Licensor, which shall not be unreasonably withheld, conditioned or delayed.

7. Licensee Repairs and Maintenance. Licensee agrees to maintain the Licensed Area in as good condition as it was at the commencement of the Term of the License, reasonable wear and tear excepted. In addition, Licensee agrees to maintain the Licensed Equipment in as good condition as it was at the commencement of the Term of the License, reasonable wear and tear accepted.

8. Utilities. Licensor shall furnish water, sewer, gas, electric service to the Licensed Area and Common Areas sufficient for Licensee's Permitted Use. In addition, Licensor shall provide heating, ventilating and air conditioning to the Premises twenty-four hours per day, seven (7) days per week, in the kind and quantity sufficient to support Licensee's Permitted Use.

9. Retained Rights. Licensor retains all rights in the Property, the Building, the Licensed Area and the Licensed Equipment, not otherwise herein expressly licensed to Licensee. Licensee acknowledges that this Agreement constitutes a license and does it create any estate or ownership interest in the Property, the Building, the Licensed Area or the Licensed Equipment.

10. Licensee Option to Purchase Licensed Equipment. Provided Licensee is not in default with respect to any obligations or payments required to be made under this License, Licensor grants to Licensee, during the Term, an option to purchase the Licensor's interest in the Licensed Equipment for a purchase price (the "Purchase Price") as determined by the Parties. This option may be exercised by Licensee giving the Licensor written notice (the "Notice") of its intention to exercise the option pursuant to the procedures detailed in the Licensor's motion requesting approval of procedures to sell

substantially all of its assets in the case captioned *In re AmplifyBio, LLC, et al.*, Case No. 25-52140 (Bankr.S.D. Ohio) (the “Bankruptcy Case”) and Licensee must comply with the bidding procedures order dated June 27, 2025 [Docket No. 149] entered in the Bankruptcy Case. Upon the closing of such transaction (if approved by the bankruptcy court in the Bankruptcy Case), this license to the Licensed Equipment shall cease.

11. Taxes. Licensee shall promptly pay any and all taxes payable in connection with its use of Licensed Equipment pursuant to this License.

12. Termination. Either Party shall have the right to terminate this License immediately upon written notice to the other Party if the other Party fails to comply with any term, provision, condition or covenant of this License and such failure having not been cured within thirty (30) days of the other Party being provided written notice of same (or if not capable of cure within thirty (30) days, the other Party not having undertaken appropriate efforts to cure within such thirty-day period and diligently pursuing such cure to completion).

13. Revocation of License. If the Term expires or if this License is terminated, Licensee’s rights to occupy and use the Licensed Area and Licensed Equipment shall be revoked and cease immediately, and Licensee shall have no further rights under this License.

14. Condition of Licensed Area and Licensed Equipment. Licensor and Licensee agree that Licensor is licensing the Licensed Area and the Licensed Equipment to Licensee in its “AS IS” condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. LICENSEE AGREES THAT LICENSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO SUITABILITY, DURABILITY, FITNESS FOR USE AND MERCHANTABILITY OF ANY OF THE LICENSED EQUIPMENT, FOR THE PURPOSES AND USES OF LICENSEE OR OTHERWISE. IN NO EVENT, SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES. Licensee specifically waives all rights to make any claim against Licensor for breach of any warranty of any kind whatsoever.

15. Insurance. During the entire Term of this License, Licensee shall maintain, at Licensee’s sole cost and expense, liability insurance for any and all damages resulting in personal injury or property damage in connection with the use of the Licensed Area and Licensed Equipment by Licensee, its employees or other agents and waives all claims against Licensor for such insured risk. Such insurance shall be in an amount reasonable and customary for the foregoing activities and shall contain a provision that the policy shall not be terminated, amended or altered except upon thirty (30) days prior written notice to Licensor.

16. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing, directed to or addressed to the respective addresses of the Parties set forth below, and shall be either: (i) delivered by hand, (ii) delivered by a nationally recognized commercial overnight delivery service, (iii) mailed postage prepaid by registered or certified mail, or (iv) transmitted by facsimile or electronic mail, with receipt confirmed. Such notices shall be effective: (a) in the case of hand deliveries when received; (b) in the case of an overnight delivery

service, when received in accordance with the records of such delivery service; (c) in the case of registered or certified mail, upon the date received by the addressee as determined by the Postal Service; and (d) in the case of facsimile or electronic mail notices, when electronic indication of receipt is received. All communications will be sent to the addresses set forth below, or to such other address as may be specified by Licensor or Licensee to the other party in accordance with this Section.

If to Licensor: AmplifyBio LLC  
1425 Plain City-Georgesville Road, BLDG JM-10  
West Jefferson, Ohio 43162  
Attn: Kasey Rosado  
Email: Kasey.Rosado@accordion.com

If to Licensee: Battelle Memorial Institute  
505 King Avenue, 10-0-11  
Columbus, Ohio 43201-2696  
Attn: Director, Real Estate Planning and Administration  
Email: leaseadministration@battelle.org

17. No Assignment. The License is personal to Licensee. Without the prior written consent of Licensor, which consent may be granted or withheld in Licensor's sole discretion, Licensee shall not assign, transfer or otherwise convey to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the License or the Licensed Area or Licensed Equipment, in whole or in part.

18. Relationship. The relationship of the Parties is solely that of licensor and licensee. Nothing contained in the License shall be construed as creating any type or manner of partnership or joint enterprise, either with or between Licensor and Licensee.

19. Miscellaneous. This License shall be governed by the laws of and enforced within the jurisdiction of the State of Ohio without regard to its laws of conflicts. The Parties agree to submit to the exclusive jurisdiction of the Bankruptcy Court, or, if applicable, the state and federal courts serving Madison County, Ohio for all disputes arising out of this License. If any term of this License is found to be unenforceable, then such term will be enforced to the maximum extent permitted by law, and the remaining terms of this License will remain in full force and effect. This License may not be amended or modified, and no provisions hereof may be waived, unless the same shall be in writing and executed by the Party to be charged with such amendment, modification or waiver. The waiver by either Party of a breach of or a default under any provision of this License shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this License, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy. This License, and all terms and provisions thereof, and amendments hereto, shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties hereto and their respective successors, permitted assigns, and legal representatives. Either Party may execute a counterpart of this License by facsimile or other written or electronic confirmation from such Party of execution of such counterpart by such Party, which shall be fully effective as an original counterpart hereof. Any provision of this License that reasonably may be

expected to survive, will survive expiration or termination of this License. This License, including its recitals and exhibits, constitutes the complete, final, and exclusive statement between the Parties regarding its subject matter, and supersedes all related prior or contemporaneous representations, understandings, and communications.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto by their duly authorized representatives have executed this License as of the Effective Date.

LICENSOR:

**AmplifyBio, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LICENSEE:

**Battelle Memorial Institute**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A  
Licensed Area

JM10-1-546-Access  
JM10-1-551-Access  
JM10-1-552-Access  
JM10-1-553-Access  
JM10-1-554-occupy  
JM10-1-560-occupy  
JM10-1-566-occupy  
JM10-1-565-occupy  
JM10-1 Storage Room next to JM10-1-554 and JM10-2-702 -Access  
JM10-2-702-Access

Exhibit B

1. All equipment and items located in JM10-1-546, including, but not limited to: 6 nose only chamber systems; 3 control system racks, support equipment; weighing balance; nebulizers and utilities.
2. All equipment and items located in JM10-1-551, including, but not limited to: ventilation enclosure glove boxes and tiers for nose only chambers
3. All equipment and items located in JM10-1-552, including, but not limited to: 5 nose only chamber systems; 3 control system racks, support equipment; weighing balance; nebulizers and utilities.
4. All equipment and items located in JM10-1-553, including, but not limited to: support equipment and instrumentation.
5. All equipment and items located in JM10-1 Storage Room next to JM10-1-554 and JM10-2-702, including, but not limited to: inhalation storage and trade secret components.
6. All equipment and items located in JM10-1-554, including, but not limited to: asbestos room; 6 nose only chamber systems; 3 control system racks; 1 tall control system rack; support equipment; micro balance; asbestos drain treatment system; bio bubble and utilities.
7. All equipment and items located in JM10-1-560, including, but not limited to: support equipment; nose tiers; 3 control system racks and 1 chamber.
8. All equipment and items located in JM10-1-565.
9. All equipment and items located in JM10-1-566, including, but not limited to: 5 nose only chamber systems; support equipment and utilities.
10. All equipment and items located in JM10-2-702, including, but not limited to: inhalation items; tiers; fittings, and support equipment.
11. All rodent metabolism cages and racks (each rack has 8 cage locations) and all the rat equipment (lids, water bottles, feeder and water bottle attachments) located in JM10 including, but not limited to, the foregoing items currently located in the cage wash are, the vivarium hallway, and the storage area(s).