Fourth AMENDMENT TO THE LICENSE AGREEMENT BY AND BETWEEN  
XENCOR, INC. AND MorphoSys AG  
This fourth amendment ("Amendment") to the COLLABORATION AND LICENSE AGREEMENT dated June 27, 2010, as amended on March 23, 2012, on January 8, 2020 and on July 13, 2020 (collectively, the “Agreement”), by and between XENCOR, INC., a Delaware corporation with its principal offices at 000 X. Xxxxxxxx Xxxxxx, Xxxxx 000, Xxxxxxxx, Xxxxxxxxxx, XXX (“Xencor”), and MORPHOSYS AG, a German corporation with its principal offices at Xxxxxxxxxxxxxxxxx 0, 00000 Xxxxxxx, Xxxxxxx (“MorphoSys”) is effective as of the date of last signature to this Amendment. Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Agreement.  
WHEREAS, Xxxxxx and XxxxxxXxx have agreed to amend the Agreement to remove certain exclusivity covenants of the Parties.  
NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, Xxxxxx and MorphoSys hereby agree as follows:  
  
1.Amendments to Section 4.3. Effective as of the date hereof:  
a.Section 4.3(a) of the Agreement is hereby deleted in its entirety and replaced as follows:  
 “(a) [Reserved.]”  
  
b.Section 4.3(b) of the Agreement is hereby deleted in its entirety and replaced as follows:  
 “(b) [Reserved.]”  
  
c.Section 4.3(c) of the Agreement is hereby deleted in its entirety and replaced as follows:  
 “(c) [Reserved.]”  
  
2.This Amendment will be construed in accordance with, and governed in all respects by, the laws of the State of New York (without giving effect to principles of conflicts of law).  
3.All other terms of the Agreement shall remain unchanged and, except as expressly amended hereby, the Agreement shall continue in full force and effect. This Amendment is incorporated and made a part of the Agreement. In the event of any  
  
  
conflict or inconsistency between the Agreement and this Amendment, the latter shall prevail.  
  
  
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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.  
  
XENCOR, INC.  
  
  
By: /s/ Xxxxxx Xxxxxxx Name: Xxxxxx Xxxxxxx Title: President and CEO   
Date: February 5, 2024   
  
MORPHOSYS AG  
  
  
By: /s/ Xxxxxxx Xxxxx-Xxxx  
Name: Xxxxxxx Xxxxx-Xxxx  
Title: CBO  
Date: February 5, 2024  
  
MORPHOSYS AG  
  
By: /s/ Xxxxxx Xxxxx  
Name: Xxxxxx Xxxxx  
Title: Chief of Staff, VP, Head of CAM  
Date: February 5, 2024  
  
  
  
  
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