

NOVATION AGREEMENT

THIS AGREEMENT, entered into as of June 27, 2017, by and between Battelle Energy Alliance, LLC (BEA) hereinafter referred to as "Contractor" acting under Contract DE-AC07-05ID14517 with the United States of America, represented by the United States Department of Energy, hereinafter referred to as "DOE"; 3M Company (Transferor), a corporation duly organized and existing under the laws of Delaware with its principal office at 3M Center, St. Paul MN 55144; and Hoya Optical Labs of America, Inc (Transferee) a corporation duly organized and existing under the laws of Delaware with its principal office at 651 E Corporate Drive, Lewisville, TX 7507

WITNESSETH

1. Whereas, the Contractor has entered into certain subcontracts and purchase orders with the Transferor, including ICPT BOA INL-BOA-2017-01.
2. Whereas, on January 3, 2017, the Transferor assigned, conveyed and transferred to the Transferee all the assets of the Transferor by virtue of an Agreement between the Transferor and Transferee.
3. Whereas, the Transferee, by virtue of said assignment, conveyance, and transfer, has acquired all the assets of the Transferor.
4. Whereas, the Transferee, by virtue of said assignment, conveyance, and transfer, has assumed all the duties, obligations and liabilities of the Transferor under the subcontract and purchase orders.
5. Whereas, the Transferee is in a position fully to perform the said subcontracts and purchase orders, and such duties and obligations as may exist under said subcontracts and purchase orders.
6. Whereas, it is consistent with the Contractor's interests to recognize the Transferee as the successor party to the said subcontracts and purchase orders.

Now, therefore, in consideration of the foregoing, the parties hereto agree as follows:

7. The Transferor hereby confirms said assignment, conveyance and transfer to the Transferee, and does hereby release and discharge the Contractor from, and does hereby waive, any and all claims, demands, and rights against the Contractor which it now has or may hereafter have in connection with the subcontracts and purchase orders.

8. The Transferee hereby assumes, agrees to be bound by, and undertakes to perform each and every one of the terms, covenants and conditions contained in the subcontracts and purchase orders. The Transferee further assumes all obligations and liabilities of, and all claims and demands against, the Transferor under such subcontracts and purchase orders, in all respects as if the Transferee were the original party to the subcontracts and purchase orders.
9. The Transferee hereby ratifies and confirms all actions heretofore taken by the Transferor with respect to the subcontracts and purchase orders with the same force and effect as if the action had been taken by the Transferee.
10. The Contractor hereby recognizes the Transferee as the Transferor's successor in interest in and to the subcontracts and purchase orders. The Transferee hereby becomes entitled to all right, title, and interest of the Transferor in and to the subcontracts and purchase orders in all respects as if the Transferee were the original party to the subcontracts and purchase orders. The term "Subcontractor" as used in the subcontracts and purchase orders shall be deemed to refer to the Transferee rather than to the Transferor.
11. Except as expressly provided herein, nothing in this Agreement shall be construed as a waiver of any rights of DOE or of the Government against the Transferor.
12. Notwithstanding the foregoing provisions, all payments and reimbursements heretofore made by the Contractor to the Transferor and all other action heretofore taken by the Contractor, pursuant to its obligations under any of the subcontracts and purchase orders, shall be deemed to have discharged protanto the Contractor's obligations under the subcontracts and purchase orders. All payments and reimbursements made by the Contractor after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to said Transferee and shall constitute a complete discharge of the Contractor's obligations under the subcontracts and purchase orders, to the extent of the amounts so paid or reimbursed.
13. The Transferor and the Transferee hereby agree that the Contractor shall not be obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any increases therein, directly or indirectly arising out of or resulting from (i) said assignment, conveyance and transfer, or (ii) this Agreement, other than those which the Contractor, in the absence of said assignment, conveyance, and transfer of this Agreement, would have been obligated to pay or reimburse under the terms of the subcontracts and purchase orders.
14. The Transferor hereby guarantees payment of all liabilities and the performance of all obligations as were a part of the subcontracts or purchase orders and should have been paid or performed prior to the effective date affixed to this Agreement and are not otherwise reduced or deleted by this or any other agreement or

modification to the subcontract or purchase orders.

- 15. Except as herein modified, the subcontracts and purchase orders shall remain in full force and effect.
- 16. The terms "subcontracts," "purchase orders," and "contracts" as used in this Agreement mean the subcontracts and purchase orders listed above, and all other subcontracts and purchase orders, including modifications thereto, heretofore made between the Contractor and the Transferor (whether or not performance and payments have been completed and released executed, if the Contractor, DOE, the Government or the Transferor has any remaining rights, duties, or obligations thereunder), and modifications to such subcontracts and purchase orders hereafter made in accordance with their terms and conditions.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

(Corporate Seal) HOYA Optical Labs of America, Inc

By: [Signature]

Title: GM, HOYA Safety Division

Battelle Energy Alliance, LLC

By: _____

Title: _____



Buyer/Procurement Specialist

3M Company

Signed By: [Signature]

Print Name: Michael Dai

Title: Assistant Secretary

Date: June 27, 2017

CERTIFICATE


I, Bruce Scott, certify that I am the General Manager of the HOYA Optical Laboratories of America, Inc Safety Division, named above; that I signed this Novation Agreement on behalf of said corporation, was then General Manager, Safety Division of said corporation; and that this Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate power. Witness my hand and the seal of said corporation this 27 day of June, 2017.

(Corporate Seal)

By: [Signature]

CERTIFICATE

I, Michael Dai certify that I am the Assistant Secretary of 3M Company, PSD; that I signed this Novation Agreement for this corporation, was then Assistant Secretary of this corporation; and that this Novation Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this day of June 27, 2017.

By 

[Corporate Seal]

