

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

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): September 13, 2022**

**ONCORUS, INC.**

(Exact name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-39575**  
(Commission File Number)

**47-3779757**  
(IRS Employer  
Identification No.)

**50 Hampshire Street  
Suite 401  
Cambridge, Massachusetts**  
(Address of Principal Executive Offices)

**02139**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (857) 320-6400**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Securities registered pursuant to Section 12(b) of the Act:**

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.0001 par value per share	ONCR	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, 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.

**Item 1.01 Entry into a Material Definitive Agreement.**

On September 13, 2022 (the “*Effective Date*”), Oncorus, Inc. (the “*Company*”), entered into a second amendment (the “*Lease Amendment*”) to its existing lease with BMR-HAMPSHIRE LLC, a Delaware limited liability company (the “*Landlord*”), dated as of May 10, 2016, as amended by that certain first amendment to the lease dated as of November 17, 2016 (collectively, the “*Existing Lease*”), whereby the Company leases approximately 17,800 square feet of laboratory and office space from Landlord located at 50 Hampshire Street in Cambridge, Massachusetts, which currently serves as the Company's principal executive office. Pursuant to the Lease Amendment, the parties agreed to amend the Term Expiration Date (as defined in the Existing Lease) to November 15, 2022. The Existing Lease was previously scheduled to terminate, in accordance with its terms, in January 2024. The Company did not incur any termination penalties in connection with its execution of the Lease Amendment or the acceleration of the Term Expiration Date.

The Lease Amendment was executed in connection with Company's previously disclosed plans to relocate all of its operations to its approximately 105,000 square foot manufacturing facility in Andover, Massachusetts, of which approximately 41,000 square feet is specifically dedicated to manufacturing processes that are compliant with good manufacturing practices.

The foregoing description of the terms of the Lease Amendment is qualified in its entirety by reference to the Lease Amendment, a copy of which is attached as Exhibits 10.1 hereto and is incorporated by reference herein.

**Item 1.02 Termination of a Material Definitive Agreement.**

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 1.02.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
10.1	<a href="#">Second Amendment to Lease, dated September 13, 2022</a>
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

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**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.

**ONCORUS, INC.**

Date: September 14, 2022

By: \_\_\_\_\_  
/s/ Richard Wanstall  
**Richard Wanstall**  
**Chief Financial Officer**

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**SECOND AMENDMENT TO LEASE**

THIS SECOND AMENDMENT TO LEASE (this "Amendment") is entered into as of this 13<sup>th</sup> day of September, 2022, by and between BMR-HAMPSHIRE LLC, a Delaware limited liability company ("Landlord"), and ONCORUS, INC., a Delaware corporation ("Tenant").

**RECITALS**

A. WHEREAS, Landlord and Tenant are parties to that certain Lease dated as of May 10, 2016 as amended by that certain First Amendment to Lease dated as of November 17, 2016 (collectively, and as the same may have been further amended, amended and restated, supplemented or modified from time to time, the "Existing Lease"), whereby Tenant leases certain premises (the "Premises") from Landlord located on the fourth (4<sup>th</sup>) floor of the building at 50 Hampshire Street in Cambridge, Middlesex County, Massachusetts (the "Building");

B. WHEREAS, Landlord and Tenant desire to amend the Term Expiration Date under the Existing Lease; and

C. WHEREAS, Landlord and Tenant desire to modify and amend the Existing Lease only in the respects and on the conditions hereinafter stated.

**AGREEMENT**

NOW, THEREFORE, Landlord and Tenant, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. Definitions. For purposes of this Amendment, capitalized terms shall have the meanings ascribed to them in the Existing Lease unless otherwise defined herein. The Existing Lease, as amended by this Amendment, is referred to collectively herein as the "Lease." From and after the date hereof, the term "Lease," as used in the Existing Lease, shall mean the Existing Lease, as amended by this Amendment.

2. Term Expiration Date. Notwithstanding anything to the contrary in the Existing Lease, for all purposes under the Lease, the Term Expiration Date shall be November 15, 2022. As of the Term Expiration Date, the Lease shall be fully and finally expired and shall no longer be of any force or effect, except for those provisions that, by their express terms, survive the expiration or earlier termination of the Lease.

3. Surrender of Premises. On or before the Term Expiration Date, Tenant shall surrender and deliver exclusive possession of the Premises to Landlord in accordance with all of the terms, conditions and provisions of the Existing Lease. In the event Tenant fails to surrender the Premises to Landlord in accordance with the preceding sentence, the holdover provisions of Section 27.2 of the Existing Lease shall apply.

4. Representations & Warranties. Tenant represents and warrants to Landlord that (a) Tenant has not made any assignment, sublease, transfer, conveyance or other disposition of the Lease or any interest therein, (b) no other person, firm or entity has any right, title or interest in the Premises and (c) as of the date hereof there are no, and as of the Term Expiration Date there shall not be any, mechanics' liens or other liens encumbering all or any portion of the Premises by virtue of any act or omission on the part of Tenant, its predecessors, contractors, agents, employees, successors or assigns.

5. Broker. Tenant and Landlord each represents and warrants that it has not dealt with any broker or agent in the negotiation for or the obtaining of this Amendment, other than Jones Lang LaSalle Incorporated on behalf of Tenant, and agrees to reimburse, indemnify, save, defend (at the other party's option and with counsel reasonably acceptable to the other party, at its sole cost and expense) and hold harmless the other party and its affiliates, employees, agents, contractors and lenders for, from and against any and all cost or liability for compensation claimed by any such broker or agent employed or engaged by it or claiming to have been employed or engaged by it.

6. No Default. Tenant represents, warrants and covenants that, to the best of Tenant's knowledge, Landlord and Tenant are not in default of any of their respective obligations under the Existing Lease and no event has occurred that, with the passage of time or the giving of notice (or both) would constitute a default by either Landlord or Tenant thereunder.

7. Notices. Tenant confirms that, notwithstanding anything in the Lease to the contrary, notices delivered to Tenant pursuant to the Lease should be sent to:

Oncorus, Inc.  
50 Hampshire Street  
Cambridge, MA 02142  
Attn: Stephen W. Harbin  
E-mail: [\*\*\*]

*with a copy to:*

legal@oncorus.com

Landlord confirms that, notwithstanding anything in the Lease to the contrary, notices delivered to Landlord pursuant to the Lease should be sent to:

BMR-Hampshire LLC  
4570 Executive Drive, Suite 400  
San Diego, California 92121  
Attn: Legal Department  
Email: [\*\*\*]

8. Effect of Amendment. Except as modified by this Amendment, the Existing Lease and all the covenants, agreements, terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed. In the event of any conflict between the terms

contained in this Amendment and the Existing Lease, the terms herein contained shall supersede and control the obligations and liabilities of the parties.

9. Successors and Assigns. Each of the covenants, conditions and agreements contained in this Amendment shall inure to the benefit of and shall apply to and be binding upon the parties hereto and their respective heirs, legatees, devisees, executors, administrators and permitted successors and assigns and sublessees. Nothing in this section shall in any way alter the provisions of the Lease restricting assignment or subletting.

10. Miscellaneous. This Amendment becomes effective only upon execution and delivery hereof by Landlord and Tenant. The captions of the paragraphs and subparagraphs in this Amendment are inserted and included solely for convenience and shall not be considered or given any effect in construing the provisions hereof. All exhibits hereto are incorporated herein by reference. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for a lease, and shall not be effective as a lease, lease amendment or otherwise until execution by and delivery to both Landlord and Tenant.

11. Authority. Tenant guarantees warrants and represents that the individual or individuals signing this Amendment have the power, authority and legal capacity to sign this Amendment on behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed. Landlord guarantees, warrants and represents that the individual or individuals signing this Amendment have the power, authority and legal capacity to sign this Amendment on behalf of and to bind all entities, corporations, partnerships, limited liability companies, joint venturers or other organizations and entities on whose behalf such individual or individuals have signed.

12. Counterparts; Facsimile and PDF Signatures. This Amendment may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same document. A facsimile or portable document format (PDF) signature on this Amendment shall be equivalent to, and have the same force and effect as, an original signature.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as a sealed Massachusetts instrument as of the date and year first above written.

**LANDLORD:**

BMR-HAMPSHIRE LLC,  
a Delaware limited liability company

By: \_\_\_\_/s/ Colleen O'Connor\_\_\_\_\_  
Name: Colleen O'Connor\_\_\_\_\_  
Title: SVP, Leasing, East Coast and U.K. Markets\_\_\_\_\_

**TENANT:**

ONCORUS, INC.,  
a Delaware corporation

By: \_\_\_\_/s/ Steve Harbin\_\_\_\_\_  
Name: Steve Harbin\_\_\_\_\_  
Title: Chief Operating Officer & Chief of Staff\_\_\_\_\_

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