

ILM STORAGE & HANDLING AGREEMENT

(2400 Gardner Drive, Wilmington, NC 28405)

This Storage & Handling Agreement ("**Agreement**") is made this 3 day of January, 2024 between FRONTIER SCIENTIFIC SOLUTIONS, LLC, a North Carolina limited liability company ("**FSS**"), and ALCAMI CORPORATION, a Delaware corporation ("**Alcami**"). FSS and Alcami may be referred to individually as a "**Party**" or collectively as the "**Parties**."

WHEREAS, FSS is in the business of warehousing and storing chemical, pharmaceutical and biological goods ("**Warehousing**");

WHEREAS, FSS is the operator of that certain warehouse currently under construction located at 2400 Gardner Drive, Wilmington, NC 28405 (the "**Warehouse**");

WHEREAS, Alcami desires to engage FSS to provide Warehousing and related services at the Warehouse upon its completion, and FSS desires to provide such services to Alcami at the Warehouse; and

WHEREAS, Alcami and FSS desire to enter into this Agreement, in order to define the scope and related services that FSS shall provide to Alcami at the Warehouse upon the completion of its construction.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Provision of Storage and Related Services.

1.1 Storage Order. FSS and Alcami will enter into a storage order (a "**Storage Order**") that will set forth the materials to be stored ("**Materials**"), the reserved storage space allocated to Alcami ("**Storage Space**"), the location of the Warehouse, any additional services required by Alcami, Storage Fees and Service Fees. The initial Storage Order including the terms agreed to by the Parties in connection therewith is attached as Exhibit A and shall automatically become effective as of the Commencement Date.

1.2 Services. FSS shall provide the Warehousing, storage, handling, delivery services as set forth in this Agreement and any Storage Order (the "**Services**"), for Materials which are tendered for storage by Alcami from time to time under this Agreement. As part of these Services, FSS will provide:

(a) Material Intake and Release. FSS will provide Material intake and release Services into and from the Storage Space as set forth in this Agreement.

(b) Environmental Conditions of the Storage Space. FSS shall appropriately regulate temperature and humidity controls in the Storage Space as set forth in the Storage Order.

(c) Utilities. FSS shall be responsible for maintaining and paying the cost of all utilities used at the Storage Space including, but not limited to, gas, electric, sewer and water.

(d) Backup Power. FSS shall maintain adequate backup power via a generator or other means to service the Storage Space in the event of standard electric or gas interruption.

(e) Security. FSS shall ensure that any areas of the Warehouse housing the Storage Space is served by a security system of sufficient sophistication to reasonably secure the Storage Space and Materials stored at the Storage Space, and FSS shall be solely responsible for the cost of installing and maintaining said security system. Access to the areas in the Warehouse housing the Storage Space shall be safeguarded through certain keys, access cards, passcodes, and the like.

(f) Cleaning of Warehouse and Storage Space. FSS shall at its expense clean, or hire a commercial janitorial service, to clean the Storage Space and Warehouse on a regular basis.

(g) Pest Control. FSS shall be responsible for insect, pest and rodent control programs and shall employ competent insect, pest and rodent control professionals and measures at the Warehouse including the Storage Space all in accordance with the commercial industry standards.

(h) Repairs and Maintenance. FSS shall be solely responsible at FSS's cost for making any and all structural, non-structural, mechanical and other maintenance, repairs and/or replacements to the Storage Space and Warehouse including, but not limited to, all mechanical, electrical, heating, cooling, and plumbing systems serving the Storage Space and Warehouse.

1.3 Entire Agreement. The terms of this Agreement, any FSS Storage Quality Agreement entered into by the Parties following the date hereof, the Storage Order, and quotations constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any receipt issued to Alcami in connection with the Materials, the terms and conditions of this Agreement shall supersede and control.

1.4 Title. Alcami's Materials stored pursuant to this Agreement shall at all times remain the sole and exclusive property of Alcami subject to the provisions of **Section 7** hereof.

2. Compliance with Laws.

2.1 Alcami's Materials and Alcami's shipment thereof shall comply with all applicable laws and regulations and any requirements and/or restrictions set forth in the applicable Storage Order.

2.2 FSS shall use commercially reasonable efforts to maintain the Storage Space and Warehouse in a sanitary and mechanically sound condition and in accordance with all applicable laws, rules and regulations, including the Code of Federal Regulations Title 21 Part 210 (Current Good Manufacturing Practice in the Manufacturing, Processing, Packing or Holding of Drugs; General); Code of Federal Regulations Title 21 Part 211 (Current Good Manufacturing Practice for Finished Pharmaceutical); and ISPE Good Practice Guide – Science and Risk-Based Approach for the Delivery of Facility Systems and Equipment.

3. Tender of Materials for Storage.

3.1 Obligations of Alcami. Alcami represents and warrants that it is the owner or has lawful possession of the Materials and all right and authority to store them at the Storage Space and to have FSS direct the storage and thereafter direct the release and/or delivery of the Materials. Alcami shall (i) tender any Materials for storage only during FSS's posted business hours for the Storage Space; (ii) tender all Materials to the Storage Space properly marked and packed for storage and handling; (iii) provide FSS with information concerning the Materials that is accurate, complete, and sufficient to allow FSS to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Materials; and (iv) furnish at or prior to tender of the Materials for storage a manifest in a form approved by FSS listing any categories of Materials, brands or sizes to be separately kept and accounted for, and the types of storage and other services requested.

3.2 Special Handling Requirements. FSS may refuse to accept any goods for storage in the Storage Space if the goods tendered for storage do not conform to the description contained in the Storage Order. Before tendering Materials that require specialized handling or which are dangerous or hazardous, Alcami shall identify such goods and special handling requirements to FSS in writing and FSS may decline to store such goods in the Storage Space in its sole discretion. Alcami is solely responsible for providing complete and accurate handling and storage instructions for any nonconforming Materials, including any applicable safety procedures. If FSS accepts any such nonconforming goods for storage on the Storage Space, Alcami agrees to rates and charges as may be assigned and invoiced by FSS as well as all terms and conditions of this Agreement.

3.3 Materials Shipped to FSS. For all Materials shipped to FSS for storage, Alcami shall ensure that the bill of lading or other contract of carriage ("**Transportation Contract**") as well as all declarations to government regulatory agencies (i) identify Alcami or its client or agent as the named consignee, in care of FSS, and (ii) do not identify FSS as the consignee. If any Materials are shipped to the Warehouse naming FSS as named consignee on the Transportation Contract, Alcami shall promptly notify the carrier in writing that FSS is (a) the "in care of party" only and (b) does not have any beneficial title or interest in the Materials. FSS may refuse to accept any Materials tendered for storage in violation of this provision, and shall not be liable for any loss or damage to, or misconsignment of, such Materials. Whether FSS accepts or refuses goods shipped in violation of this Section, Alcami agrees to indemnify and hold FSS harmless from all claims for third party transportation, storage, handling, and other such charges relating to such goods, including surcharges, undercharges, and other charges of any nature whatsoever. Alcami further agrees to indemnify, defend, and hold FSS harmless from any costs, liabilities, actions, penalties, or expenses of any kind associated with the improper declaration of FSS as consignee.

4. Access and Release of Materials.

4.1 Release Order. Alcami shall provide FSS twenty four (24) hours' advance written instructions during FSS's normal operating hours (8:00AM-5:00PM Mon-Fri, excluding holidays) (each, a "**Release Order**"), if it desires to order any Materials released from the Storage Space. Subject to receipt of such Release Order and payment of all outstanding storage and other fees, FSS shall release the requested Materials to Alcami or its designee upon return of the receipt issued for the applicable Materials, together with the applicable Release Order, signed by Alcami.

4.2 Release of Materials. FSS may without liability rely on any information contained in any Release Order or other written communication from Alcami. Alcami shall be responsible for all shipping, handling, and other charges assessed by carriers and/or third parties in connection with the delivery and/or other shipment of the Materials. A Release Order providing instructions to transfer Materials will not be effective until such Release Order is delivered to and accepted by FSS. Alcami shall be responsible for all charges up to the time the actual transfer of the applicable Materials is made.

5. Transfer of Materials.

5.1 FSS may move, upon thirty (30) days' written notice to Alcami any Materials in storage from the Warehouse to any of the other storage facilities owned or leased by FSS, as long as Alcami is provided the same Storage Space under the same storage conditions as set forth in the Storage Order and the transportation between facilities maintains the appropriate conditions. Alcami may object to such move during the 30-day notice period, and if such an objection is made FSS will not move the Materials; provided, that Alcami shall not have the right to object to any such move of the Materials to the warehouse operated by FSS located at 805 N. 23rd St., Wilmington, NC 28405. Such moves elected by FSS will be at FSS's cost.

5.2 FSS may, without notice, move any or all of the Materials from one location within the Warehouse or other warehouse in which the Materials are stored to another location within the same facility as long as Alcami is provided the same Storage Space under the same storage conditions as in the Storage Order.

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7. Term and Termination.

7.1 This Agreement shall have an initial term of three (3) years ("**Initial Term**"), commencing on date that is thirty (30) days following the Validation Date ("**Commencement Date**") and expiring on three (3) year anniversary of the Commencement Date (the "**Expiration Date**"). As used herein, the term "**Validation Date**" means the date FSS provides written evidence to Alcami that the Warehouse has been issued a certificate of occupancy and has been validated by a third party selected by FSS in accordance with cGMP guidelines. This Agreement shall be automatically renewed for successive 3-year terms from the date of the expiration of the Initial Term unless either Party elects to terminate this Agreement in writing at least ninety (90) days before the end of the then current Term (each, an "**Extension Term**," and together with the Initial Term, the "**Term**"). Prior to commencement of the Extension Term, FSS shall notify Alcami in

writing of the Storage Fees and Service Fees due during the Extension Term (“**Fee Notice**”). Notwithstanding Alcami issuing a renewal notice or any deemed renewal of the Extension Term, Alcami shall have fifteen (15) days upon receipt of the Fee Notice to elect to terminate the Extension Term in the event it does not agree with the rates set forth in the Fee Notice such that the Agreement shall expire at the end of the Initial Term (unless sooner terminated as may be permitted herein). Alcami shall arrange for removal of Alcami’s Materials from the Storage Space on or prior to expiration of the Term.

7.2 In the event of Alcami’s failure to timely pay Fees for more than thirty (30) days after receiving written notice of nonpayment, FSS reserves the right to require payment in full of all amounts due and owing in advance of FSS’s release of the Alcami’s Materials from the Storage Space.

7.3 In addition to any remedies that may be provided under this Agreement, FSS may terminate this Agreement with immediate effect upon written notice to Alcami, if: (i) Alcami fails to pay any amount when due under this Agreement and such failure continues for ninety (90) days after written notice of nonpayment is provided by FSS to Alcami pursuant to **Section 17.4** herein; (ii) Alcami has not otherwise performed or complied with its obligations under any of the provisions contained in this Agreement, in whole or in part; or (iii) Alcami becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

7.4 If this Agreement is terminated for any reason, Alcami shall promptly arrange the removal of all Materials from the Warehouse, subject to payment of all outstanding fees and charges due hereunder. If Alcami does not remove such Materials within ninety (90) days from termination, FSS may transfer Alcami’s Materials to a third party drug facility of its choosing, at the sole cost of Alcami, which such facility shall store Alcami’s Materials for an additional period of up to ninety (90) days from the date of receipt at the sole expense of Alcami, following which such period said facility may dispose of Alcami’s Materials at Alcami’s expense and with no liability of FSS.

7.5 In the event of a termination of this Agreement due to a breach of the obligations by Alcami, FSS shall retain all remedies available at law and in equity.

7.6 Third Party Owned Materials. Notwithstanding the above, if FSS elects to terminate this Agreement for any reason, pursuant to the terms hereof, FSS will make reasonable efforts to store Alcami’s Materials beyond the above timelines if Alcami provides notice that such Materials are owned by Alcami’s third party clients and so long as Alcami makes good faith efforts to timely arrange for such Materials to be moved out of FSS’s facilities and provides prompt evidence of the same to FSS (which may require approval and direction from Alcami’s third party clients); provided, however, that (i) in no event shall FSS store such Materials for a period of one hundred eighty (180) days beyond such termination and (ii) Alcami shall remain obligated to pay for such storage prior to the removal of such Materials. Any such Materials held by FSS beyond such one hundred eighty (180) day period shall be deemed abandoned and may be destroyed by FSS at Alcami’s sole cost and expense in accordance with all applicable laws unless FSS has agreed in writing to continue to store such Materials and all fees (including, but not limited to, any Storage Fees and Service Fees) accrued to such date have been paid in full.

8. **Fees.**

8.1 Storage Fees.

(a) Storage Fees. Alcami shall pay FSS “**Storage Fees**” as set forth in a Storage Order during the Initial Term. Any storage orders acquired by Alcami on behalf of Alcami’s third party clients will be allocated as follows: seventy-five percent (75%) to FSS and twenty-five percent (25%) to Alcami. Storage Fees during the Extension Term shall be determined in accordance with **Section 7.1** hereof.

(b) Timing of Payments. Alcami shall pay FSS the Storage Fees set forth in the undisputed portions of the invoices within thirty (30) days from receipt of the invoice. Alcami shall provide FSS with written notice of any invoice dispute and the Parties will work in good faith to resolve the dispute. Following the resolution of the dispute, Alcami will pay the agreed

upon amount within thirty (30) days. The Storage Fees shall be payable at the address of FSS set forth in **Section 17.4** or at such other place or to such other person as FSS may designate in writing from time to time.

8.2 Service Fees.

(a) Service Fees. Alcami shall pay the service fees ("**Service Fees**") as set forth in a Storage Order. Any storage orders containing Services Fees acquired by Alcami on behalf of Alcami's third party clients will be allocated as follows: ninety percent (90%) to FSS and ten percent (10%) to Alcami. Service Fees during the Extension Term shall be determined in accordance with **Section 7.1** hereof.

(b) Unless otherwise set forth in a Storage Order, Service Fees shall be payable beginning on the Commencement Date within thirty (30) days from receipt of the invoice. Alcami shall provide FSS with written notice of any invoice dispute and the Parties will work in good faith to resolve the dispute. Following the resolution of the dispute, Alcami will pay the agreed upon amount within thirty (30) days. If indicated in a Storage Order that certain Service Fees will be billed when services are performed, FSS will invoice such Service Fees to Alcami, and payment on such invoices are due along with the Storage Fees in the subsequent calendar month from when the invoice was sent to Alcami.

(c) If after the first of a calendar month, Alcami adds services or storage conditions of the Storage Space that result in a change of Service Fees or Storage Fees, these fees will be invoiced by FSS, and due within thirty (30) days from receipt of the invoice.

(d) Any modification of the Fees due to the addition of services or changes to storage conditions requested by Alcami must be agreed upon in writing by the Parties to be effective.

(e) Unless otherwise requested by Alcami and agreed to by FSS, all freight costs for shipments in and out of the Storage Space will be Alcami's responsibility.

(f) All Service Fee charges are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on any amounts payable by Alcami. Alcami shall be responsible for all such charges, costs, and taxes; provided, that Alcami shall not be responsible for any taxes imposed on, or with respect to, FSS's income, revenues, gross receipts, personnel, or real or personal property.

8.3 Fees. The Storage Fees and Service Fees are collectively referred to as "**Fees**" under this Agreement.

8.4 No Setoffs. The Parties hereto agree that the Fees payable under the terms of this Agreement shall be an absolute net return to FSS for the Term free from any expense, charge, deduction, offset or counterclaim by reason of any obligation of FSS or any other reason, and all of the provisions of this Agreement shall be construed and interpreted to such end. Alcami's obligation to pay Fees hereunder shall be an independent covenant of Alcami.

9. Limited Warranty.

9.1 FSS shall provide the services in a good, professional, timely and workmanlike manner that conforms with this Agreement (including all applicable Storage Orders, and documentation), industry standards and applicable laws, that such Services shall be provided by qualified personnel with skill and experience levels commensurate with the Services to be provided and that it shall furnish, at its sole expense, all labor, materials, equipment and supervision necessary to perform the Services and exercise the level of care of a reasonably careful person under similar circumstances (collectively, the "**Standard of Care**") in handling and storage of Alcami's Materials and preserving proper environmental conditions for the Storage Space. FSS represents and warrants that the Services to be performed by FSS or any permitted subcontractors (which must be listed below or approved in writing) under this Agreement are to be performed at its own risk and that as between the Parties, FSS assumes all responsibility for any damages or injuries that may result from negligent performance of Services, except as that risk may be limited by the limitations set forth in this Agreement. FSS warrants that it is not

debarred and has not and shall not knowingly and intentionally use in any capacity the services of any employee or third party debarred under subsections 306(a) or (b) of the Generic Drug Enforcement Act of 1992.

9.2 FSS shall not be responsible for or liable to Alcami for any loss or damage to the Alcami's Materials tendered, stored, or handled at the Storage Space, however caused, except to the extent such loss is caused by FSS's negligence, willful misconduct, or breach of the Standard of Care through its act or omissions. In case of such loss or damage, FSS shall notify Alcami in writing of Alcami's Materials so lost or damaged within three (3) calendar days following FSS's discovery thereof, which such notice shall describe the alleged cause of the loss or damage and the market value of such loss or damage. FSS shall promptly investigate the alleged cause of loss or damage and upon FSS's finding of a breach of the Standard of Care by FSS, if any, FSS shall equitably compensate Alcami, either through an abatement of Storage Fees or other form of compensation as may reasonably be determined by the Parties in good faith.

9.3 IN NO EVENT SHALL FSS'S LIABILITY UNDER THIS SECTION 9 EXCEED THE ACTUAL COST TO REPAIR, RESTORE AND/OR REPLACE ANY DAMAGED MATERIALS. THE REMEDIES SET FORTH IN THIS SECTION 9 SHALL BE ALCAMI'S SOLE AND EXCLUSIVE REMEDY AND FSS'S ENTIRE LIABILITY FOR ANY BREACH OF FSS'S OBLIGATIONS SET FORTH IN THIS SECTION 9.

10. **Limitation of Liability.** EXCEPT FOR A PARTY'S VIOLATION OF CONFIDENTIALITY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES OF ANY TYPE OR NATURE WHATSOEVER AND HOWEVER ARISING, INCLUDING, WITHOUT LIMITATION, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF ANY PROVISION OF THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY ALCAMI OR COULD HAVE BEEN REASONABLY FORESEEN BY PERSON OR ENTITY, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, FSS'S LIABILITY UNDER SECTION 9 OF THIS AGREEMENT, EXCEED THE TOTAL OF THE AMOUNTS PAID OR PAYABLE TO FSS FOR UNDER THIS AGREEMENT OR \$10,000,000, WHICHEVER IS LESS.

In the case of loss or damage to Materials for which FSS, its affiliates or agents is not liable, Alcami shall be responsible for all charges incurred in removing and disposing of such Materials, including any environmental clean-up and remediation costs related to such Materials and their removal and disposal.

11. **Indemnity.** Each Party shall indemnify, defend and hold harmless the other Party and its affiliates and each of their respective managers, members, shareholders, officers, directors, employees, independent contractors, and agents, representatives, successors and assigns as the case may be ("**Indemnitees**"), from and against any and all claims and all losses or damages, liabilities, claims, demands, suits, judgments, settlements, damages, fines, interest, penalties, (including Party's own such losses and expenses and those owed under a third party claim), including reasonable costs and expenses relating thereto (including reasonable attorneys' fees) (collectively, "**Losses**"), which have been incurred or suffered by an Indemnitee and which have arisen out of, or resulted from any:

(a) material breach or knowing inaccuracy of any representation, warranty, covenant, obligation, undertaking, or other agreement contained in this Agreement;

(b) gross negligence or more culpable act or omission by either Party (including that of its employees, contractors, representatives and agents) in performing its obligations hereunder, in each case to the extent that the same results in Losses to Indemnitees.

12. **Insurance.** Each Party shall:

(a) maintain insurance which covers general liability (including but not limited to property damage, personal injury, and bodily injury), Products/Professional liability, and contractual liability, each at limits not less than \$5,000,000

per occurrence/\$5,000,000 in the aggregate (which limits may be met by a combination of categorical and umbrella coverage);

(b) maintain Workers' Compensation, if required by applicable law(s) in the United States and Employer's Liability coverage with a limit of not less than \$500,000; and

(c) provide, within thirty (30) days of the other Party's request, Certificates of Insurance verifying insurance limits agreed upon.

(d) obtain all the insurance policies described in clauses (a) and (b) from insurers having A.M. Best ratings of A-, VIII or higher. If any of the policies is a 'Claims Made' policy, it shall be maintained during the Term and for at least three (3) years after.

13. **Survival.** The provisions of Sections **1.3** (Entire Agreement), **1.4** (Title), **7.4 and 7.5** (rights after termination), **10** (Limitation of Liability), **11** (Indemnity), **13** (Survival), **16** (Non-Disclosure of Confidential Information; Intellectual Property), and **17** (Miscellaneous) shall survive the expiration or termination of this Agreement.

14. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Alcami to make payments to FSS hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, hurricanes, tornados, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) other events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within three (3) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of ninety (90) consecutive days following written notice given by it under this **Section 14**, the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice. If FSS has been unable to remove/deliver the Materials due to any reason specified in this **Section 14**, such Materials shall be subject to storage charges until such Materials are actually removed/delivered.

15. **Novation; Cure Rights.**

15.1 FSS may be subject to certain mortgages, deeds of trust, or deeds to secure debt (each, a "**Mortgage**"); and to any renewals, modifications, increases, extensions, replacements, and substitutions and advances made under any of the foregoing, if any, now or hereafter affecting the Warehouse and/or the property upon which the Warehouse is constructed (the "**Property**"). Accordingly, the holder of any Mortgage (a "**Mortgagee**") may have rights in the Property. If at any time prior to the expiration of the Term, any Mortgage shall be foreclosed for any reason, Alcami agrees, at the election and upon demand of any owner(s) of the Property, or the affected Mortgagee(s) or third party purchaser(s) in possession, control and/or ownership of the Warehouse, as appropriate, that this Agreement and FSS's rights, liabilities, and obligations hereunder (whether accruing before or after the date of such demand) will be novated to such owner, purchaser or Mortgagee making the demand for novation, for the remainder of Term, which demand for novation shall be made at such owner's, purchaser's or Mortgagee's option in its sole discretion. The provisions herein shall inure to the benefit of any such owner, purchaser or mortgagee, shall apply notwithstanding that, as a matter of law, this Agreement may terminate upon the foreclosure of any such Mortgage, and shall be self-operative upon any such demand, and the Mortgagee and Alcami will memorialize the novation with a document signed by all Parties to the novation reasonably

acceptable to each of Mortgagee and Alcami. The Mortgagee that made the demand for novation agrees to assume the rights, liabilities, and obligations of FSS as if it had been an original signatory to this Agreement.

15.2 Any notice of default or breach by FSS of its obligations under this Agreement that is delivered by Alcami to FSS shall be promptly delivered by FSS to Mortgagee. Alcami agrees that FSS may assign the rents and its interest in this Agreement to any Mortgagee. Alcami further agrees that, in the event of such an assignment, Alcami shall simultaneously give such Mortgagee a copy of any request for performance by FSS or any notice of default by FSS, and no such request for performance or notice of default by Alcami shall be deemed to have been duly given to FSS unless and until a copy thereof shall have been so given to Mortgagee; and, in the event FSS fails to cure any such default, prior to Alcami exercising any rights or remedies that it may have under this Agreement, at law or in equity, Alcami shall provide Mortgagee with thirty (30) additional days in which to cure the same; provided, however, that in the case of any default or breach which cannot be cured until such time as Mortgagee obtains possession, title to and/or control of the Warehouse, then, provided that Mortgagee has promptly commenced and is diligently pursuing action to obtain possession, title and/or control of the Warehouse, the time within which such default may be cured shall be extended for such period following Mortgagee obtaining possession, title to and/or control of the Warehouse as may be necessary to complete the curing of such default with diligence and continuity.

15.3 Providing Agreement Status to Lender. While Beach Point Capital Management is lender, mortgagor, lessor to FSS, at any time and from time to time upon written request by FSS, but in no event more than once per calendar year, unless required in conjunction with a capital event (refinance or recapitalization), Alcami hereby agrees to deliver within ten (10) business days after request, a written status update to FSS or to Beach Point Capital Management which contains the following information: (1) that this Agreement is in full force and effect and has not been modified (or if modified, listing any amendments), or, if this Agreement is not in full force and effect, the reasons therefor; (2) the Commencement Date and the Expiration Date; (3) the date to which the Storage Fees and Service Fees have been paid under this Agreement and the amount thereof then payable; (4) the amount of any security deposit and prepaid Storage Fees and/or Service Fees, if any, being held by FSS; (5) whether there are then any existing known defaults by FSS in the performance of its obligations under this Agreement, and, if there are any such defaults, specifying the nature and extent thereof; (6) that no notice has been received by Alcami of any default under this Agreement which has not been cured, except as to defaults listed in the status update; and (7) any other information reasonably requested by FSS which would advise Beach Point Capital Management of the current status of the Agreement.

16. **Non-Disclosure of Confidential Information; Intellectual Property.** In connection with performance of its obligations hereunder, either Party may disclose Confidential Information (as defined below) ("**Discloser**") to the other Party ("**Recipient**"), or Recipient may otherwise receive access to Confidential Information. Recipient shall use the Confidential Information solely in connection with its performance under this Agreement and shall not disclose or permit access to Confidential Information other than to its directors, partners, managers, members, shareholders, officers, employees, attorneys, accountants, lenders (including any mezzanine lenders) and other funding sources, insurance agents, agents, future and prospective investors, and advisors (collectively, "**Representatives**") who need to know such Confidential Information to assist Recipient in performing its obligations hereunder and are subject to confidentiality obligations substantially similar to those herein. Recipient shall safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its own Confidential Information and no less than a reasonable degree of care. Recipient shall promptly notify Discloser of any unauthorized use or disclosure of Confidential Information and use reasonable efforts to prevent further use or disclosure. Recipient shall cause its Representatives to comply with the terms of this Agreement, and will be responsible for any breach of this Agreement caused by its Representatives. As provided by federal law (18 U.S.C. §1833), neither Party shall be held criminally or civilly liable under any Federal or State trade secret law for his/her disclosure of a trade secret that is made by him/her: (a) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed by him/her in a lawsuit

or other proceeding, on the condition that such filing is made under seal. This Section shall survive termination of this Agreement.

16.1 Confidential Information. “**Confidential Information**” means all confidential, financial, proprietary and trade secret information and data that is furnished to or otherwise acquired by Recipient or its Representatives, before, on or after the Effective Date, regarding Discloser’s or its clients’ business including, without limitation, its plans, reports, programs, software, manuals, studies, surveys, drawings, photographs, charts, algorithms, models, specimens, specifications, and any other documents, materials, data, information regarding existing and prospective clients, employees and contractors, details of accounts, marketing information, pricing policies, cost information, details of operation, and other information concerning Discloser’s business and practices, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as “confidential,” and all notes, analyses, summaries and other materials prepared by Recipient or any of its Representatives that contain, are based on or otherwise reflect, to any degree, any of the foregoing (“**Notes**”). Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Recipient’s or its Representatives’ act or omission; (ii) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (iii) was in Recipient’s or its Representatives’ possession prior to Discloser’s disclosure hereunder; or (iv) was or is independently developed by Recipient or its Representatives without using any Confidential Information.

16.2 Private Information. Each Party acknowledges that it has received, may receive, or may have access to consumer, customer or individual information (“**Private Information**”), which information may be subject to the protections of international, European, federal, state and/or local privacy, data processing and transfer, safeguards or information security laws, and each Party further agrees, warrants and represents that it has and will comply with requirements imposed by these laws. All Private Information shall be deemed Confidential Information subject to the confidentiality provisions of this Agreement. Notwithstanding anything herein to the contrary, Private Information shall continue to be subject to the confidentiality obligations under this Agreement and shall survive its expiration or earlier termination. Recipient hereby agrees to maintain and implement procedures, processes, systems and security safeguards sufficient to ensure the confidentiality and security of such Private Information.

16.3 Termination. Upon termination of this Agreement, for whatever reason, or upon Discloser’s request, Recipient will, at Discloser’s option, either return to Discloser or destroy all Confidential Information in its or its Representatives’ possession or control, other than Notes, and destroy all Notes, with such destruction being certified in writing to Discloser upon request. Notwithstanding the foregoing, the Recipient or any of its Representatives may retain Confidential Information that is contained in an archived computer system backup in accordance with its record keeping policies, security and/or disaster recovery procedures, or in accordance with any applicable law or regulation, as well as one (1) copy of any Confidential Information required for Recipient to enforce its rights hereunder, it being understood that any such retained Confidential Information shall continue to be bound by the terms and conditions herein.

16.4 Required Disclosure. If Recipient or any of its Representatives is required by applicable law to disclose any Confidential Information, Recipient shall, prior to such disclosure, notify Discloser of such requirements to the extent legally permissible so that Discloser may seek, at Discloser’s sole cost and expense, a protective order or other remedy, and Recipient shall reasonably assist Discloser therewith. If Recipient remains legally compelled to make such disclosure, it shall: (i) only disclose that portion of the Confidential Information that Recipient is required to disclose; and (ii) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

16.5 Intellectual Property. Each Party acknowledges that the Confidential Information of the other Party and its customers, and the other Party’s and its customers’ pre-existing intellectual property and materials provided pursuant to this Agreement shall be and remain the sole and exclusive property of the other Party or its customers, as appropriate.

17. **Miscellaneous.**

17.1 **No Partnership.** By entering into this Agreement, FSS and Alcami do not in any way become partners, joint venturers, or members of a joint enterprise.

17.2 **Waiver.** Any decision by FSS or Alcami not to fully enforce the terms and conditions of this Agreement, or to take any measures allowed hereunder to remedy of any breach of any term, covenant, or condition hereof by the other Party, shall not be deemed a waiver of the term, covenant or condition. No covenant, term or condition of this Agreement shall be waived by FSS or Alcami unless the waiver is in writing.

17.3 Intentionally left blank.

17.4 **Notices.** Any notice, consent, claim, demand or waiver required or permitted herein shall be in writing and shall be sent (a) by certified U.S. mail, postage prepaid and return receipt requested; (b) by nationally recognized courier service; or (c) by hand delivery; to the addresses for the respective Party set forth below:

If to FSS:

805 N. 23rd Street
Wilmington, NC 28405
Attn: Michael Daily

with a copy to:

Beach Point Capital Management
1620 26th St. Suite 600N
Santa Monica, CA 90404

and to:

Clifford Chance US LLP
31 West 52nd Street
New York, New York 10019
Attention: Jay L. Bernstein, Esq. and Ness M. Cohen, Esq.

If to Alcami:

Alcami Corporation
Attention: Legal Department
2320 Scientific Park Drive
Wilmington, NC 28405
legal@alcaminow.com

With a copy to: Chief Business Officer, at the same address

Any Party may change the address to which any such notice is to be delivered, by furnishing ten (10) days' written notice of such change to the other Parties in accordance with the provisions of this **Section 17.4**. Notices shall be deemed to have been given on the date they are actually received; provided, that the inability to deliver notices because of a changed address of which no notice was given, or rejection or refusal to accept any notice offered for delivery shall be deemed to be receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept delivery. Notice for either Party may be given by its respective counsel.

17.5 Third-Party Beneficiaries. Except as specified in this **Section 17.5**, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these terms. Notwithstanding the foregoing, all limitations upon, and exceptions and defenses to, liability granted to each Party shall be automatically extended to all parent, subsidiary, and affiliated entities and all subcontractors of that Party and the owners, directors, officers, employees, and agents of each of the foregoing. Each Party agrees that the other Party's officers, directors, employees, agents, affiliates, successors, and permitted assigns are third-party beneficiaries of the indemnification provision, **Section 11** of this Agreement.

17.6 Assignment. Neither Party may, directly or indirectly, assign this Agreement and any of its rights or duties hereunder without the other Party's written consent; provided however, that consent shall not be required for: (i) a Party's assignment of this Agreement pursuant to a merger, acquisition, or sale of all or substantially all of its business to which this Agreement relates), (ii) an assignment by either Party to an affiliate thereof, or (iii) a collateral assignment by FSS of its interest in this Agreement to a Mortgagee. Any assignment, subcontract or transfer without required consent (whether voluntary or involuntary, including by change of control, merger, operation of law or otherwise) shall be void ab initio. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

17.7 Recitals and Exhibits. The Recitals and provisions, if any, included at the end of this Agreement, and any riders and exhibits appended to this Agreement, are hereby made a part of this Agreement as though set forth in full at this point.

17.8 Partial Invalidity. If any provision of this Agreement or any specific application shall be invalid or unenforceable, the remainder of this Agreement, or the application of the provision in other circumstances, shall not be affected, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

17.9 Remedies Cumulative. Except as otherwise provided, all remedies conferred on FSS or Alcami shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

17.10 Binding Effect. The covenants and agreements contained in this Agreement shall bind the Parties and their respective successors assigns, and legal representatives.

17.11 Applicable Law and Venue; Interpretation. This Agreement shall be governed by the internal laws and decisions of the State of North Carolina without regard to any choice of law rules that might suggest otherwise. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of North Carolina in each case located in the City of Wilmington, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement nor in any way affect this Agreement.

17.12 Execution. This document becomes effective and binding only upon the execution and delivery hereof by both FSS and Alcami. Alcami confirms that FSS has made no representations or promises with respect to the Storage Space or the making or entry into of this Agreement except as are expressly set forth herein, and agrees that no claim or liability shall be asserted by Alcami against FSS for, and FSS shall not be liable by reason of, breach of any prior representations or promises not expressly stated in this Agreement. This Agreement can be modified or altered only by agreement in writing between FSS and Alcami or as otherwise permitted by the terms of this Agreement. Neither Party shall record this Agreement without the prior written consent of the other Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single agreement. This Agreement may be executed by telephone facsimile, or electronic mail transmission, and each such counterpart so executed shall have the same force and effect as an original counterpart.

17.13 Drafting. The Parties have participated jointly in the drafting of this Agreement and have had the opportunity to review the same with legal counsel.

17.14 Corporate Authority. Each individual executing this Agreement on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.


FRONTIER SCIENTIFIC SOLUTIONS, LLC

By Steven Uebele

Name: Steven Uebele

Title: Chief Executive Officer & COO

ALCAMI CORPORATION

By 

Name: William Humphries

Title: Chief Executive Officer



Exhibit A

Storage Order

Warehouse

Address: 2400 Gardner Drive, Wilmington, NC 28405

Reserved Storage Space

30,000 Pallet locations.

By Pallet

Pallet locations - 8,000 in Ambient Storage Areas

Pallet locations - 22,000 in Cold Storage Areas

Pallet locations - _____ in Ultra Cold Storage Areas

By Upright

Upright [Location] consisting of [+/-CuF] in Ambient Storage Areas.

Storage Space Area Conditions

“Ambient Storage Areas” will be at temperature conditions of [RANGE].

“Cold Storage Areas” will be at temperature conditions of [RANGE].

“Ultra Cold Storage Areas” will be at temperature conditions of [RANGE].

Stored Materials

TBD

Additional Services

TBD

Storage Fees

CRT - \$225.00 per pallet per month

Cold - \$340.00 per pallet per month

Ultra Cold - \$100.00 per Cubic foot per month

Service Fees

TBD