

Amendment #1
to the Storage and Handling Agreement dated January 3, 2024
between
Alcami Corporation and Frontier Scientific Solutions, LLC

THIS AMENDMENT #1 (“Amendment”) is entered into effective as of March 6, 2024 (the “Amendment Effective Date”) by and between Alcami Corporation, with its place of business at 2320 Scientific Park Drive, Wilmington, NC 28405 (“Alcami”), and Frontier Scientific Solutions, LLC, with its place of business at 805 N. 23rd Street, Wilmington, NC 28405 (“FSS”) (each individually referred to as “Party” or collectively as the “Parties”).

WHEREAS, Alcami and FSS entered into a Storage & Handling Agreement with an effective date of January 3, 2024 (the “Agreement”); and,

WHEREAS, the Parties now wish to implement certain modifications to the terms and conditions and Exhibit A of the Agreement to correct and clarify certain terms to match the original intent of the Parties, as such modifications are set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. Capitalized terms not otherwise defined herein will have the meaning given to them in the Agreement.

2. Section 1.1, Storage Order, shall be deleted in its entirety and replaced with the following:

“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 storage space allocated to and actually used by 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 if such Commencement Date is within one (1) year of execution of this Agreement.”

3. Section 7.1 of the Agreement shall be deleted in its entirety and replaced with the following:

“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 Alcami in its discretion and 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.”

4. Section 7.3 of the Agreement shall be deleted in its entirety and replaced with the following:

“7.3 In addition to any remedies that may be provided under this Agreement, a Party may terminate this Agreement with immediate effect upon written notice to the other Party, if: (i) the other Party 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 the other Party pursuant to Section 17.4 herein; (ii) the other Party has not otherwise performed or complied with its obligations under any of the provisions contained in this Agreement, in whole or in part and such failure continues for sixty (60) days without cure; or (iii) the other Party 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.

5. The following Section 7.7 shall be added to the Agreement:

“7.7 Either Party may terminate this Agreement or a Storage Order in whole or in part on ninety (90) days’ written notice. Notwithstanding the above, if FSS elects to terminate a Storage Order for any reason, FSS will make reasonable commercial efforts to store Alcami’s Materials beyond the above timelines if Alcami provides notice that such Materials are owned by Alcami’s third party customers and so long as Alcami makes good faith efforts to timely arrange for such Materials to be moved out of FSS’s Facilities (which may require approval and direction from Alcami’s third party customers), but in no event longer than one hundred eighty (180) days. Alcami will remain obligated to pay for such storage.”

5. Section 15.3 of the Agreement shall be deleted in its entirety and replaced with the following:


“15.3 Providing Agreement Status to Lender. At any point during the Term of this Agreement, a lender, mortgagor, or lessor to FSS exists, 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 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 the lender, mortgagor, or lessor to FSS of the current status of the Agreement.”

- 6. In Section 17.4 of the Agreement, any reference to Beach Point Capital Management and Clifford Chance US LLP shall be removed in their entirety.
- 7. Exhibit A, Storage Order, shall be deleted in its entirety and replaced with the attached Exhibit A, Example Storage Order.
- 8. Except as otherwise modified herein, the Agreement will remain in full force and effect.
- 9. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates listed below, and made effective as of the Amendment Effective Date.

Frontier Scientific Solutions, LLC

By: 
 Name: _____
 Title: _____
 Date: _____

Alcami Corporation


By: 
 Name: Bill Humphries
 Title: Chief Executive Officer
 Date: 06-Mar-2024 | 11:26:47 EST



Exhibit A

Example Storage Order

Warehouse

Address: 2400 Gardner Drive, Wilmington, NC 28405

Reserved Storage Space

Up to 30,000 pallets reserved by FSS for joint operations under this Agreement, to be charged to Alcami as Alcami Materials are deposited.

Initial expectations are 5,000 pallets six months within the ILM facility opening, ramping up to 30,000 pallets over the first year. These estimates and actual usage may be adjusted by Alcami based on Alcami's and FSS's clients' actual needs. If additional space is required and FSS has excess capacity, Alcami will notify FSS and FSS will consider in good faith reserving additional space for Alcami's use.

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

Term

TBD