

Non-Binding Letter of Intent for Storage & Handling Agreement ("LOI")

Frontier:	FRONTIER SCIENTIFIC SOLUTIONS, LLC, a North Carolina limited liability company (" Frontier ").
Depositor:	BIOREPOSITORY RESOURCES, LLC (" Depositor ").
[Building] [Refrigeration Unit] Location:	ILM 1 Depot
Storage Space:	Depositor will be provided reserved storage space as set forth in Appendix A ("Storage Space").
Stored Materials:	Class and general descriptions of materials to be stored ("Materials") set forth in Appendix A.
Commencement Date:	
Term:	5 years
Fees:	<p>Means the monthly Storage Fees and additional Service Fees (collectively "Fees") set forth in <u>Appendix A</u>.</p> <p>Payments for Storage Fees due in advance.</p> <p>(i) Initial Storage Fees will be paid for the first two months (60 days) on the first day of storage and (ii) each succeeding month on the first day of such month.</p> <p>If after the first of the month, Depositor adds services or storage conditions that result in a change of fees, these fees will be prorated for the month, invoiced, and due the first of the next month.</p> <p>Depositor shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated and compounded daily from the date due until paid in full.</p> <p>Frontier reserves the right to require payment in full of all amounts owed by Depositor in advance of the release of the related Materials.</p> <p>If Frontier in its reasonable discretion determines that Depositor's financial condition or creditworthiness is inadequate or unsatisfactory, Frontier may (i) accelerate all amounts due and (ii) modify the payment terms, including requiring Depositor to make advance payment of all storage charges prior to release of Materials.</p>
Option to Extend:	Depositor will have the option to extend the initial term of the agreement for 12 months upon ninety (90) days advance written notice to Frontier. Upon providing such request for extension, Frontier will provide any increased rent requirement for such period before the extension begins, at which time the Depositor can choose to terminate the extension before the extension period begins if Depositor does not agree with the proposed price increase.
Restriction on Stored	N/A

Materials	
Depositor Responsibilities:	<ul style="list-style-type: none"> • Tender any Materials for storage only during Frontier's posted business hours for the Facility. • Tender all Materials to the Facility properly marked and packed for storage and handling. • Provide Frontier with information concerning the Materials that is accurate, complete, and sufficient to allow Frontier to comply with all laws and regulations concerning the storage, handling, processing, and transportation of the Materials. • Furnish at or prior to tender of the Materials for storage a manifest in a form approved by Frontier listing any categories of Materials, to be separately kept and accounted for, and the types of storage and other services requested for the specific Materials. • Provide Frontier twenty-four (24) hours' advance written instructions if it desires to order any Materials released from the Facility. • Maintain and carry insurance in full force and effect against fire or other casualty in a sum no less than \$100,000 with financially sound and reputable insurers. • Materials, and shipment of Materials, will comply with all applicable laws and regulations.
Frontier Responsibilities:	<ul style="list-style-type: none"> • Provide warehousing, storage, handling, and delivery of the Materials in the Facility. • Qualified/monitored for temp/humidity control, security cameras and security badge access in place at Facility • Regular cleaning and maintenance of the Facility. • Back-up power (backup generator in place) • Utilities • Pest Control • Maintain and carry: (i) general liability insurance in an amount of not less than \$100,000 per occurrence for the loss of or damage to the warehoused Materials, with loss payable to Depositor; (ii) commercial general liability insurance in an amount of not less than \$100,000 per occurrence for third-party bodily injury or property damage; and (iii) worker's compensation insurance as required by applicable laws with statutory limits. • Use commercially reasonable efforts to comply with the following laws and standards: including, Code of Federal Regulations Title 21 Part 210 (Current Good Manufacturing Practice in the Manufacturing, Processing, Packing, or Holding of Drugs; General); and Code of Federal Regulations Title 21 Part 211 – Current Good Manufacturing Practice for Finished Pharmaceuticals).¹
Limited Warranty for Services of Frontier	Frontier shall be liable for loss of Materials only if Depositor establishes such loss occurred because of Frontier's gross negligence or willful misconduct.
Force Majeure	No party shall be liable or responsible to the other party, nor be

¹ CIL team checking on whether updated ISPE Good Practice Guide and ASTM Standards language is needed.

	deemed to have defaulted under or breached the agreement, for any failure or delay in fulfilling or performing any term of the agreement (except for payment obligations by Depositor), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control.
Subordination	The agreement shall contain a customary subordination clause and shall afford any mortgagee or other person with an interest in the agreement with the right to cure any default.
Estoppels	The agreement shall contain a customary clause requiring that the Depositor provide an estoppel certificate upon request from time to time.
Non-Binding:	The delivery, exchange, and/or execution of this LOI does not constitute and will not give rise to any legally binding obligation on the part of any of the parties. Moreover, no past or future action, course of conduct, or failure to act relating to the possible transaction, or relating to the negotiation of the terms of the possible transaction or any definitive agreement, will give rise to or serve as a basis for any obligation or other liability on the part of the parties, unless and until a fully executed agreement is executed and delivered by each party to the other.

[Signatures on Following Page]

IN WITNESS WHEREOF, Frontier and Depositor entered into this LOI as of the dates last set forth below.

"Frontier"

FRONTIER SCIENTIFIC SOLUTIONS, LLC

By: 

Printed: Michael Dely

Its: Manager

Dated: 3-8-2024

"Depositor"

BIOREPOSITORY RESOURCES, LLC

By: 

Printed: R. GLENN BULLETT

Its: PRESIDENT

Dated: 03/08/2024

Appendix A
Storage Order Particulars

Warehouse

Address: [ILM], Wilmington, NC 28405

Reserved Storage Space

By Pallet

Pallet locations 500 in Ambient Storage Areas

Pallet locations 2,500 in Cold Storage Areas

Pallet locations 10 freezers in Ultra Cold Storage Areas

Stored Materials

Clinical samples, API, and finished products

Additional Services

N/A

Storage Fees

Storage Fee Calculation based on Storage Space: [PER PALLET, UPRIGHT, STORAGE AREA RATE CALCULATION]

Minimum Monthly Storage Fees:

CRT pallets are \$145/pallet/month

2-8c pallets are \$325/pallet/month

Freezers are \$3,200/freezer/month

Service Fees

Service Fees: [ADDITIONAL CHARGES, SECURITY, DEPOSIT/WITHDRAWAL CHARGES OR OTHER FEES YOU WANT TO CHARGE]

Minimum Monthly Service Fees:

In/out fees are \$25 per occurrence (sku)