Exhibit 10.52  
 AGREEMENT  
 This AGREEMENT (this “Agreement”) is entered into as of December 6, 2022, by and among BioLife4D Corporation, a Delaware corporation (the “Company”), and BioLife4D - SM Trust (the “Trust”).  
 WHEREAS, the Company has become indebted to Fifth Third Bank National Association (the “Bank”) pursuant to a loan made by the Bank to the Company in the original principal amount of $500,000 (the “Loan”);  
 WHEREAS, as a condition to the Bank’s agreement to make the Loan to the Company, the Trust has provided cash collateral to secure the Loan in the amount of $500,000 (the “Collateral”); and  
 WHEREAS, in consideration of the Trust providing the Collateral to the Bank in connection with the Loan, the Company has agreed to reimburse the Trust for all interest, costs, expenses and other amounts incurred by the Trust in connection with the Loan and the provision of the Collateral.  
 NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Trust hereby agree as follows:  
 1. Reimbursement. In the event that the Trust incurs any interest, costs, expenses and other amounts in connection with the Loan (the “Trust Costs”), the Company shall, within five days following written request from the Trust, reimburse the Trust for any and all Trust Costs. The Trust shall provide the Company with reasonable documentation evidencing all such Trust Costs.  
 2. Authority. The Company has the full authority to execute, deliver, and perform under this Agreement and this Agreement constitutes the legal, valid, and binding obligation of the Company.