

Frontier Scientific Solutions, LLC
 Letter of Intent for Lease of Commercial Facility Space
 (“LOI”)

Frontier:	Frontier Scientific Solutions, LLC, a North Carolina limited liability company (“ Frontier ”).
Tenant:	AvMEDICAL, LLC (“Tenant”).
[Building] [Refrigeration Unit] Location:	2400 Gardner Drive, Wilmington, NC 28405
Facility:	Tenant to occupy approximately the space as set forth in <u>Appendix A</u> (“Facility”).
Stored Materials:	Class and general descriptions of materials to be stored (“Materials”) set forth in <u>Appendix B</u> .
Occupancy Date:	
Lease Term:	36 month initial term
Rent:	<p>Means the base monthly rent and additional fees (collectively “Monthly Storage Fees”) set forth in <u>Appendix C</u>.</p> <p>Payments for Monthly Storage Fees due in advance. For (i) initial Monthly 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, Tenant 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>Tenant 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 Tenant in advance of the release of the related Materials.</p> <p>If Frontier in its reasonable discretion determines that Tenant's financial condition or creditworthiness is inadequate or unsatisfactory, Frontier may (i) accelerate all amounts due and (ii) modify the payment terms, including requiring Tenant to make advance payment of all storage charges prior to release of Materials.</p> <p>If Tenant is in arrears of the required Monthly Storage Fees by more than forty-five (45) days, Frontier may transfer the Materials to a third part drug facility which will store the Materials for an additional period of up to 120 days at the expense of the Tenant, at which time the Materials will be disposed of at the expense of the Tenant.</p>
Option to Extend:	Tenant will have the option to extend the initial term of the lease for 24 months upon 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 Tenant can choose to terminate the extension before the extension period begins if they do not agree to the proposed price increase.
Tenant 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 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 amounts commercially reasonable industry standards for the Materials stored 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. • Loading dock access during operational hours. • Regular cleaning and maintenance of the Facility. • Back-up power (backup generator in place) • Utilities (power, water) • Pest Control • Maintain and carry insurance in full force and effect against fire or other casualty in amounts commercially reasonable industry standards for the Materials stored with financially sound and reputable insurers. • Compliance 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); 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).
Limited Warranty for Services of Frontier	Frontier shall be liable for loss of Materials only if Tenant establishes such loss occurred because of Frontier's failure to exercise the level of care with regard to the Materials that a reasonably careful person would have exercised under the circumstances. Frontier shall not be liable for any loss or damage to the Materials tendered, stored, or handled, however caused, unless such loss or damage resulted from the failure by Frontier to

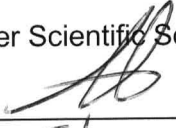
	exercise such care. Frontier is not liable for damages which could not have been avoided by the exercise of such care.
Force Majeure	No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the agreement, for any failure or delay in fulfilling or performing any term of the agreement (except for payment by Tenant), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control.
Brokerage:	Frontier and Tenant represent and warrants to one another that no real estate broker or finder has been used in connection with the lease and each party shall indemnify the other against any claims by any party claiming through Frontier or Tenant for a commission, broker fee, or finder fee.
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 except for the confidentiality provision set forth below. 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 lease 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 lease is executed and delivered by each party to the other.
Confidentiality:	The parties agree to be bound by mutual confidentiality and shall not disclose or authorize or permit anyone under its direction to disclose to anyone any of terms of this potential transaction; provided, however, the parties may disclose the confidential information to those of its representatives who are engaged to assist in the review of this potential transaction.

[Signatures on Following Page]

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

Frontier Scientific Solutions, LLC

AvMEDICAL, LLC

By: 

By: 

Name: Steven Uello

Name: Ryan Milke

Its: CEO

Its: COO/CIO

Date: 3-7-24, 2024

Date: March 1st, 2024

Appendix A
Storage Facility and Leased Facility Space

Facility Address

2400 Gardner Drive, Wilmington, NC 28405

Reserved Storage Space

5,000 Pallet locations. Allocation between Areas is TBD

By Pallet

- _____ Pallet locations in Ambient Storage Areas
- _____ Pallet locations in Cold Storage Areas
- _____ Pallet locations in Ultra Cold 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

Storage Fees: CRT - \$225.00 per pallet
Cold - \$340.00 per pallet
Ultra Cold - \$100.00 per Cubic foot

Service Fees

Service Fees: TBD