

EQUIPMENT LEASE CONTRACT

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THIS EQUIPMENT LEASE CONTRACT (the "Agreement") is made as of and bearing date
February 15, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2850 Arctic Circle Drive, Cambridge, MA 02142 ("Lessor")

and

FROST VALLEY DISTRIBUTORS, LLC, a New York limited liability company with its principal place of business at 475 Cold Storage Way, Rochester, NY 14609 ("Lessee")

("Lessee")

RECITALS

WHEREAS, Lessor is engaged in the business of manufacturing and autonomous mobile robots designed for cold storage environments;

WHEREAS, Lessee operates temperature-controlled distribution facilities and desires to lease certain equipment from Lessor;

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain equipment under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. EQUIPMENT

1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the following equipment:

- a) Six (6) BlueCore(TM) AMR-350F Autonomous Mobile Robots
- b) Two (2) BlueCore(TM) Charging Stations (Model CS-200)
- c) One (1) Fleet Management Control System (Version 4.2)
- d) Associated navigation beacons and safety sensors

2 The Equipment shall be delivered to Lessee's facility at 475 Cold Spring Street, Suite 200, New Haven, CT 06510.

2. TERM AND RENEWAL

1 The initial term of this Agreement shall be thirty-six (36) months, commencing on the date of delivery of the Equipment to Lessee.

2 Lessee shall have the option to renew this Agreement for two (2) additional years.

3. RENT AND PAYMENT

1 Base Rent. Lessee shall pay monthly rent of \$12,500.00 USD ("Base Rent").

2 Security Deposit. Upon execution of this Agreement, Lessee shall pay to Lessor a security deposit of \$25,000.00 USD.

3 Maintenance Fee. A monthly maintenance fee of \$2,500.00 USD shall be payable by Lessee to Lessor.

4. MAINTENANCE AND OPERATIONS

1 Lessor shall provide:

- a) Quarterly preventive maintenance
- b) Software updates and patches

c) 24/7 technical support

d) Replacement parts covered under warranty

2 Lessee shall:

a) Maintain operating environment temperature between -30 C and +5

b) Follow prescribed charging protocols

c) Report any malfunctions within 24 hours

d) Allow Lessor access for maintenance and repairs

e) Maintain cleanliness of Equipment

5. WARRANTIES AND REPRESENTATIONS

1 Lessor warrants that:

a) The Equipment will perform according to specifications in temperat

to -30 C₅ -

- b) All Equipment is newly manufactured and unused
- c) Lessor has full right to lease the Equipment

2 Lessee represents that:

- a) It has inspected the Equipment and found it suitable
- b) Its facility meets all specified requirements
- c) Operators will be properly trained

6. INSURANCE AND LIABILITY

1 Lessee shall maintain:

- a) Commercial General Liability insurance (\$2,000,000 minimum)
- b) Property insurance covering full replacement value

c) Workers' Compensation insurance

2 Certificates of insurance naming Lessor as additional insured shall be

7. DEFAULT AND REMEDIES

1 Events of Default include:

- a) Failure to pay rent within 5 days of due date
- b) Breach of any material provision
- c) Bankruptcy or insolvency
- d) Unauthorized modification of Equipment

2 Remedies upon Default:

- a) Terminate Agreement
- b) Recover all unpaid rent

c) Repossess Equipment

d) Pursue legal remedies

8. MISCELLANEOUS

1 Assignment. Neither party may assign this Agreement without written

2 Governing Law. This Agreement shall be governed by Delaware law

3 Entire Agreement. This Agreement constitutes the entire understand

4 Amendments. Modifications require written agreement of both parties

5 Notices. All notices shall be in writing and sent via certified mail or o

9. EXECUTION

IN WITNESS WHEREOF, the parties have executed this Agreement and
Date.

POLAR DYNAMICS ROBOTICS, INC.

By:

Name: Victoria Wells

Title: Chief Financial Officer

Date:

FROST VALLEY DISTRIBUTORS, LLC

By:

Name: Robert Winters

Title: Chief Operating Officer

Date: - 9 -

[NOTARY ACKNOWLEDGMENT]

