EQUIPMENT TRA	NSFER AGREEMENT - COLD CHAIN SOLUTIONS
	EQUIPMENT TRANSFER AGREEMENT
	THIS EQUIPMENT TRANSFER AGREEMENT (the "Agreement") is made of February 15, 2024 (the "Effective Date"), by and between:
	POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its p of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02210 ("Transferor")
	and
	COLD CHAIN SOLUTIONS, LLC, a Michigan limited liability company w

principal₁place of business at 15500 Refrigeration Drive, Detroit, Michigan 48226 ("Transferee")

RECITALS

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

WHEREAS, Transferee operates temperature-controlled logistics facilities a desires to acquire certain equipment from Transferor; and

WHEREAS, Transferor desires to transfer and Transferee desires to accept transfer of certain equipment under the terms and conditions set forth herein.

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

1. DEFINITIONS 1 "Equipment" means the autonomous mobile robots and related components 2 "Intellectual Property Rights" means all patents, copyrights, trade secrets, l 3 "Transfer Date" means March 1, 2024, or such other date as mutually agree 2. TRANSFER OF EQUIPMENT

1 Transfer. Transferor hereby transfers to Transferee, and Transferee hereby

3 - 2 Delivery. Transferor shall deliver the Equipment to Transferee's designation	ateo
- 3 Risk of Loss. Risk of loss shall pass to Transferee upon delivery of the l	Eqı
3. PURCHASE PRICE AND PAYMENT	
- 1 Purchase Price. The total purchase price for the Equipment shall be Two	o M
- 2 Payment Terms. Transferee shall pay the Purchase Price as follows:	
(a) \$500,000 upon execution of this Agreement(b) \$2,000,000 upon delivery of the Equipment	

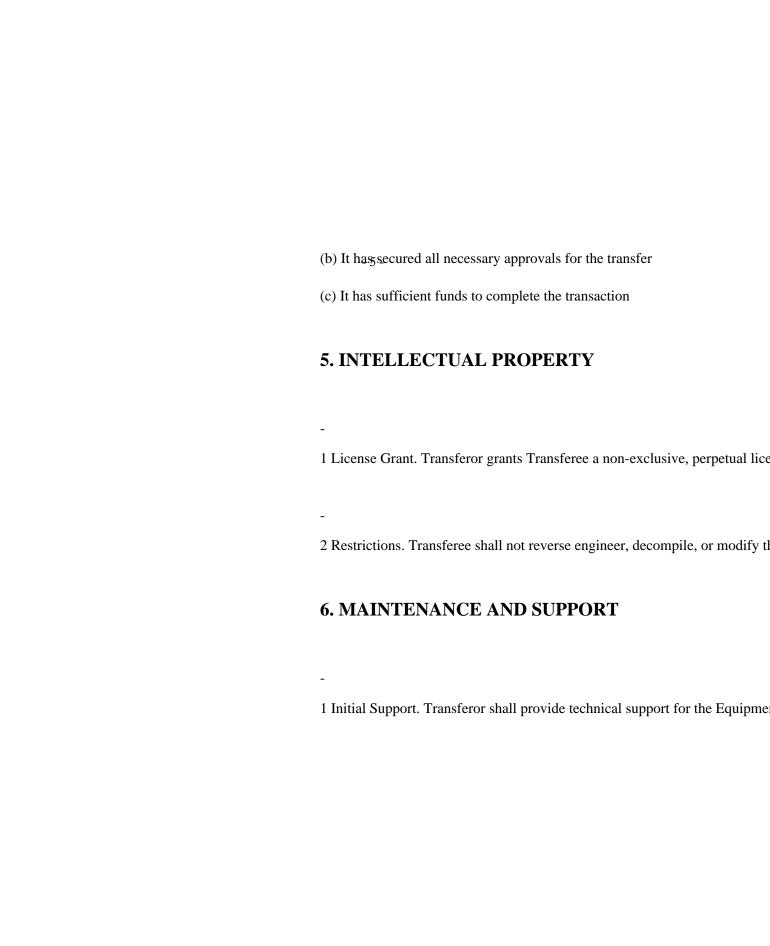
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3 Method of Payment. All payments shall be made by wire transfer to Transf

4. REPRESENTATIONS AND WARRANTIES

- 1 Transferor's Representations. Transferor represents and warrants that:
- (a) It has good and marketable title to the Equipment
- (b) The Equipment is free from all liens and encumbrances
- (c) The Equipment will be in good working condition upon delivery
- (d) Transfer of the Equipment does not violate any third-party agreements

- 2 Transferee's Representations. Transferee represents and warrants that:
- (a) It has the authority to enter into this Agreement



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2 Extended Support. Transferee may purchase extended support services und
7. INDEMNIFICATION
1 Transferor's Indemnification. Transferor shall indemnify Transferee against
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2 Transferee's Indemnification. Transferee shall indemnify Transferor against
8. LIMITATION OF LIABILITY
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1 Cap on Damages. Neither party's liability shall exceed the Purchase Price,

7 -
2 Exclusion of Damages. Neither party shall be liable for consequential, indi
9. CONFIDENTIALITY
Confidential Information. Each party shall maintain the confidentiality of a
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2 Survival. Confidentiality obligations shall survive termination of this Agre
10. GENERAL PROVISIONS
1 Governing Law. This Agreement shall be governed by Delaware law.

8 - 2 Dispute Resolution. Any disputes shall be resolved through binding arbitration
- 3 Assignment. Neither party may assign this Agreement without the other pa
- 4 Amendment. This Agreement may be amended only by written instrument
5 Entire Agreement. This Agreement constitutes the entire understanding be
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date.
POLAR DYNAMICS ROBOTICS, INC.

By: _ 9 _

Name: Victoria Wells

Title: Chief Financial Officer

Date:

COLD CHAIN SOLUTIONS, LLC

By:

Name: Robert Frost

Title: Chief Executive Officer

Date:

EXHIBIT A

[Equipment Specifications and Serial Numbers]



