

ROBOT LEASE AGREEMENT

THIS ROBOT LEASE AGREEMENT (the "Agreement") is made effective as of [DATE] (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2100 Arctic Way, Suite 400, Boston, Massachusetts 02210 ("Lessor")

and

COLDGUARD LOGISTICS, LLC, a Nevada corporation with its principal place of business at 8500 Frozen Ridge Road, Reno, Nevada 89502 ("Lessee")

RECITALS

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

WHEREAS, Lessee operates temperature-controlled logistics facilities and desires to lease certain autonomous mobile robots from Lessor;

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions under which Lessor will lease the robots to Lessee.

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

1. DEFINITIONS

1 "Equipment" means the IceNav-enabled autonomous mobile robots and associated hardware and components as specified in Exhibit A.

2 "Software" means Lessor's proprietary IceNav navigation and control software.

3 "Facility" means Lessee's cold storage warehouse located at 8500 Frozen Ridge Road, Reno, Nevada.

4 "Lease Term" means the initial period of thirty-six (36) months from the Installation Date.

5 "Installation Date" means the date when Equipment installation is complete and acceptance testing

is successfully concluded.

2. LEASE OF EQUIPMENT

1 Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Equipment described in Exhibit A.

2 Delivery and Installation. Lessor shall deliver and install the Equipment at the Facility within 45 days of the Effective Date.

3 Acceptance Testing. Upon installation completion, the Equipment shall undergo acceptance testing per the criteria in Exhibit B.

3. LEASE PAYMENTS

1 Monthly Payments. Lessee shall pay monthly lease payments of \$12,500 per robot unit, payable in advance on the first day of each month.

2 Initial Payment. The first monthly payment shall be due on the Installation Date.

3 Late Charges. Payments received after the 5th day of any month shall incur a 1.5% late fee.

4. MAINTENANCE AND SUPPORT

1 Preventive Maintenance. Lessor shall provide quarterly preventive maintenance services for the Equipment.

2 Technical Support. Lessor shall provide 24/7 remote technical support via dedicated support hotline.

3 Software Updates. Lessor shall provide all IceNav software updates at no additional charge.

4 Repairs. Lessor shall repair or replace any malfunctioning Equipment within 24 hours of notification.

5. WARRANTIES AND REPRESENTATIONS

1 Equipment Warranty. Lessor warrants that the Equipment shall operate in accordance with specifications when used in environments between -30 F and 32 F.

2 Performance Warranty. Lessor warrants 98% uptime availability of the Equipment during operating

hours.

3 Compliance. Lessor represents that the Equipment complies with all applicable safety regulations and industry standards.

6. INSURANCE AND LIABILITY

1 Insurance Requirements. Lessee shall maintain commercial general liability insurance with minimum coverage of \$5,000,000 per occurrence.

2 Property Insurance. Lessee shall insure the Equipment against loss or damage for full replacement value.

3 Limitation of Liability. Neither party shall be liable for consequential or indirect damages.

7. TERM AND TERMINATION

1 Initial Term. This Agreement shall remain in effect for the Lease Term unless terminated earlier.

2 Renewal. The Agreement may be renewed for additional 12-month terms upon mutual written agreement.

3 Early Termination. Either party may terminate for material breach upon 30 days' written notice and opportunity to cure.

8. CONFIDENTIALITY

1 Confidential Information. Each party shall protect the other's confidential information with the same degree of care as its own confidential information.

2 Restrictions. Neither party shall disclose confidential information to third parties without prior written consent.

9. MISCELLANEOUS

1 Assignment. Neither party may assign this Agreement without prior written consent.

2 Force Majeure. Neither party shall be liable for delays due to circumstances beyond reasonable control.

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

4 Entire Agreement. This Agreement constitutes the entire understanding between the parties.

5 Amendments. This Agreement may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Elena Frost, Ph.D.

Title: Chief Executive Officer

Date: _

COLDGUARD LOGISTICS, LLC

By: _

Name: _

Title: _

Date: _

EXHIBIT A

[Equipment Specifications]

EXHIBIT B

[Acceptance Testing Criteria]