

EQUIPMENT LEASE RENEWAL AGREEMENT

CryoPharm Storage Systems

THIS EQUIPMENT LEASE RENEWAL AGREEMENT (the "Renewal Agreement") is made effective as of March 1, 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, Massachusetts 02142 ("Lessee")

and

CRYOPHARM STORAGE SYSTEMS, LLC, a Massachusetts limited liability company with its principal place of business at 175 Freezer Way, Woburn, Massachusetts 01801 ("Lessor")

RECITALS

WHEREAS, Lessor and Lessee are parties to that certain Equipment Lease Agreement dated March 1, 2021 (the "Original Lease") for three (3) Model CS-4000 Ultra-Low Temperature Storage Units, Serial Numbers CS4-21-1458, CS4-21-1459, and CS4-21-1460 (collectively, the "Equipment");

WHEREAS, the Original Lease is scheduled to expire on February 29, 2024;

WHEREAS, Lessee desires to renew the lease of the Equipment for an additional term of thirty-six (36) months; and

WHEREAS, Lessor is willing to renew the lease of the Equipment pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RENEWAL TERM

1 The term of the Original Lease is hereby renewed for an additional period of thirty-six (36) months, commencing on March 1, 2024, and ending on February 28, 2027 (the "Renewal Term"), unless earlier terminated in accordance with the terms hereof.

2. RENTAL PAYMENTS

1 During the Renewal Term, Lessee shall pay to Lessor monthly rental payments of Eight Thousand Five Hundred Dollars (\$8,500.00) per month, payable in advance on the first day of each month.

2 The first monthly rental payment under this Renewal Agreement shall be due on March 1, 2024.

3 All payments shall be made by electronic funds transfer to Lessor's designated account.

3. EQUIPMENT CONDITION AND MAINTENANCE

1 Lessee acknowledges that it has inspected the Equipment and confirms that it is in good working order and suitable for Lessee's intended use.

2 Lessee shall continue to maintain the Equipment in accordance with the maintenance requirements set forth in Section 7 of the Original Lease.

3 Lessor shall conduct quarterly preventive maintenance inspections at its own expense during the Renewal Term.

4. INSURANCE

1 Lessee shall maintain, at its sole expense, insurance coverage for the Equipment as specified in Section 9 of the Original Lease, including:

- (a) Property insurance covering the full replacement value of the Equipment
- (b) Commercial general liability insurance with minimum limits of \$5,000,000
- (c) Such other insurance as reasonably required by Lessor

5. INCORPORATION OF ORIGINAL LEASE

1 Except as expressly modified by this Renewal Agreement, all terms and conditions of the Original Lease shall remain in full force and effect and are hereby ratified and confirmed.

2 Any capitalized terms not defined herein shall have the meanings ascribed to them in the Original Lease.

6. MODIFICATIONS AND UPGRADES

1 Lessee shall be permitted to install its proprietary IceNav AI navigation system on the Equipment, provided that:

- (a) Such installation does not permanently alter the Equipment

- (b) All modifications are removed upon termination of the lease
- (c) Lessor is provided detailed documentation of any modifications

7. EARLY TERMINATION

1 Lessee may terminate this Renewal Agreement upon ninety (90) days' written notice to Lessor, subject to payment of an early termination fee equal to three (3) months' rent.

8. NOTICES

1 All notices required under this Renewal Agreement shall be sent in accordance with Section 15 of the Original Lease.

9. ENTIRE AGREEMENT

1 This Renewal Agreement and the Original Lease constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations and agreements.

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

LESSOR:

CRYOPHARM STORAGE SYSTEMS, LLC

By: _

Name: Robert Winters

Title: Chief Operating Officer

Date:

LESSEE:

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Katherine Wells

Title: Chief Financial Officer

Date: