UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 2, 2026

AGILITY ROBOTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware	001-43020	86-1959629
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

4698 Truax Drive SE
Salem, OR 97317
(Address of principal executive offices, including zip code)

(541) 738-8888
Registrant's telephone number, including area code

Churchill Capital Corp XI
640 Fifth Avenue, 14th Floor
New York, NY 10019
(212) 380-7500
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	AGLT	The Nasdaq Stock Market LLC
Warrants, each whole warrant exercisable for one share of Common Stock at an exercise price of $11.50 per share	AGLTW	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

INTRODUCTORY NOTE

Terms used in this Current Report on Form 8-K (this "**Current Report**") but not defined herein, or for which definitions are not otherwise incorporated by reference herein, shall have the meaning given to such terms in the Proxy Statement/Prospectus (as defined below) in the section entitled "*Frequently Used Terms*" and such definitions are incorporated herein by reference.

This Current Report incorporates by reference certain information from reports and other documents that were previously filed with the Securities and Exchange Commission (the "**SEC**"), including certain information from the Proxy Statement/Prospectus. To the extent there is a conflict between the information contained in this Current Report and the information contained in such prior reports and documents incorporated by reference herein, the information in this Current Report controls.

Business Combination

As previously announced, on June 24, 2026, Churchill Capital Corp XI, a Cayman Islands exempted company ("**CCXI**"), entered into an Agreement and Plan of Merger and Reorganization (the "**Merger Agreement**"), by and among CCXI, BLB Merger Sub, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of CCXI ("**Merger Sub**"), and Agility Robotics, Inc. (now known as Old Robot Holdings, Inc.), a Delaware corporation ("**Legacy Agility**").

On November 4, 2026 (the "**Closing Date**"), as contemplated by the Merger Agreement and described in the section titled "*Proposal No. 1 — The Business Combination Proposal*" of the definitive proxy statement and final prospectus, dated October 13, 2026 (the "**Proxy Statement/Prospectus**") and filed with the SEC (File No. 333-298781), CCXI, Merger Sub and Legacy Agility consummated the transactions contemplated by the Merger Agreement and its related agreements (the "**Transactions**", and the consummation thereof, the "**Closing**"), culminating in Merger Sub merging with and into Legacy Agility, with Legacy Agility continuing as the surviving corporation (the date and time of such merger, the "**Effective Time**") and as a wholly owned subsidiary of CCXI (the "**Merger**" and, together with the Domestication (as defined below) and the other Transactions, the "**Business Combination**"). The Merger is intended to qualify as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

Overview of Transactions

On November 2, 2026, CCXI held an extraordinary general meeting in lieu of an annual meeting of shareholders of CCXI (the "**Extraordinary General Meeting**") where the shareholders of CCXI considered and approved, among other matters, a proposal described in the Proxy Statement/Prospectus to approve the entry into the Merger Agreement and consummate the Transactions contemplated thereby.

In connection with the Extraordinary General Meeting, holders of 25,451,804 CCXI Class A Ordinary Shares sold in CCXI's initial public offering (the "**Public Shares**") properly exercised their right to have such shares redeemed for a pro rata portion of the trust account holding the proceeds from CCXI's initial public offering (the "**Trust Account**"), calculated as of two business days prior to the consummation of the Business Combination, which was approximately $10.287364 per share, or approximately $261.8 million in the aggregate. Following such redemptions, approximately $164.1 million remained in the Trust Account, which was used, together with the proceeds of the PIPE Investment, to, among other things, pay transaction expenses in connection with the Business Combination. After giving effect to the Transactions, the redemption of Public Shares as described above and the consummation of the PIPE Investment, there were 242,089,880 shares of Common Stock issued and outstanding immediately following the Closing.

On November 2, 2026, as contemplated by the Merger Agreement and described in the section titled "*Proposal No. 2 — The Domestication Proposal*" of the Proxy Statement/Prospectus, CCXI filed a notice of deregistration with the Cayman Islands Registrar of Companies, together with the necessary accompanying documents, and filed a certificate of incorporation (the "**Certificate of Incorporation**") and a certificate of corporate domestication with the Secretary of State of the State of Delaware, pursuant to which CCXI was domesticated and continues as a Delaware corporation, changing its name to "**Agility Robotics, Inc.**" (the "**Domestication**" and, CCXI following the Domestication, the "**Company**").

Immediately prior to the Domestication, each then issued and outstanding Class B ordinary share, par value $0.0001 per share, of CCXI ("**CCXI Class B Ordinary Shares**") was converted, on a one-for-one basis, into a Class A ordinary share, par value $0.0001 per share, of CCXI ("**CCXI Class A Ordinary Shares**") (the "**Sponsor Share Conversion**"). In connection with the Domestication, (i) each then issued and outstanding CCXI Class A Ordinary Share (including those issued in the Sponsor Share Conversion) converted automatically, on a one-for-one basis, into a share of common stock, par value $0.0001 per share, of the Company ("**Common Stock**"); (ii) each then issued and outstanding warrant to acquire CCXI Class A Ordinary Shares converted automatically into a warrant to acquire one share of Common Stock at an exercise price of $11.50 per share (the "**Warrants**" and, the Warrants issued in respect of CCXI's public warrants and private placement warrants, the "**Public Warrants**" and the "**Private Placement Warrants**," respectively), pursuant to the Public Warrant Agreement and the Private Warrant Agreement, each dated December 16, 2025, between CCXI and Continental Stock Transfer & Trust Company, as warrant agent (together, the "**Warrant Agreements**"); and (iii) each then issued and outstanding unit of CCXI (the "**Units**") was cancelled, and the holder thereof became entitled to one share of Common Stock and one-tenth of one Warrant. No fractional Warrants were issued upon the cancellation of the Units.

As a result of the Merger, and upon the Closing, pursuant to the terms of the Merger Agreement, among other things:

- immediately prior to the Closing, (i) all issued and outstanding shares of Legacy Agility preferred stock converted into shares of Legacy Agility common stock, (ii) all issued and outstanding SAFEs (as defined below) converted into shares of Legacy Agility common stock and (iii) all equity securities issued or issuable in connection with any Permitted Bridge Financing (as defined in the Merger Agreement) (to the extent not already constituting SAFEs) converted into shares of Legacy Agility common stock, in each case in accordance with their terms (collectively, the "Conversions");

- each share of Legacy Agility common stock issued and outstanding immediately prior to the Effective Time (after giving effect to the Conversions, but other than Excluded Shares and Dissenting Shares (each as defined in the Merger Agreement)) was automatically surrendered and ceased to exist, and was exchanged for the right to receive a number of shares of Common Stock equal to the Exchange Ratio (as defined in the Merger Agreement) of 9.202;

- each Legacy Agility option that was outstanding and unexercised immediately prior to the Effective Time, whether vested or unvested, was assumed by the Company and converted into an option to purchase a number of shares of Common Stock equal to the number of shares of Legacy Agility common stock subject to such option multiplied by the Exchange Ratio (rounded down to the nearest whole share), at an exercise price per share equal to the exercise price per share of such option divided by the Exchange Ratio (rounded up to the nearest whole cent), and otherwise on the same terms and conditions (including vesting, exercise and expiration provisions) as applied to such option immediately prior to the Effective Time (each, an "**Exchanged Option**"); and

- each Legacy Agility warrant that was outstanding and unexercised immediately prior to the Effective Time was treated in accordance with its terms.

Pursuant to the Merger Agreement, the aggregate merger consideration paid to the holders of securities of Legacy Agility was based on an equity value of $2,500,000,000, paid entirely in shares of Common Stock valued at the CCXI shareholder redemption per share price of approximately $10.287364. The Exchange Ratio was calculated by dividing the Per Share Equity Value (as defined in the Merger Agreement, being the sum of $2,500,000,000 and the aggregate exercise price of all outstanding Legacy Agility options, divided by the fully diluted number of shares of Legacy Agility common stock) by the CCXI shareholder redemption per share price. In the aggregate, holders of Legacy Agility common stock received approximately 191,792,080 shares of Common Stock, and the Exchanged Options and the Legacy Agility restricted stock units assumed by the Company cover, in the aggregate, approximately 61,014,692 shares of Common Stock.

PIPE Investment

Pursuant to the PIPE subscription agreements (the "**Subscription Agreements**") entered into on June 24, 2026, by and among CCXI and certain investors (collectively, the "**PIPE Investors**"), the Company issued and sold to the PIPE Investors, immediately prior to the consummation of the Merger, an aggregate of 20,102,500 shares (the "**PIPE Shares**") of Common Stock at a purchase price of $10.00 per share for aggregate gross proceeds of $201,025,000 (the "**PIPE Investment**"). The terms of the Subscription Agreements are described in the Proxy Statement/Prospectus in the section titled "*Proposal No. 1 — The Business Combination Proposal — Certain Agreements Related to the Business Combination — Subscription Agreements*."

The foregoing description of the Subscription Agreements is a summary only and is qualified in its entirety by the full text of the form of Subscription Agreement, which is included as Exhibit 10.5 hereto and incorporated herein by reference.

Simple Agreements for Future Equity (SAFE) Investments

In addition, in July 2026, Legacy Agility entered into simple agreements for future equity (the "**SAFEs**") with certain investors (the "**SAFE Investors**") as a Permitted Bridge Financing under the Merger Agreement, for an aggregate purchase amount of $100,000,000. Immediately prior to the Closing, the SAFEs automatically converted into an aggregate of 1,408,450 shares of Legacy Agility common stock, at a price per share equal to 75% of the implied price per share of Legacy Agility capital stock based on the Exchange Ratio, and those shares were exchanged in the Merger for an aggregate of approximately 12,960,557 shares of Common Stock (representing approximately 5.35% of the outstanding shares of Common Stock immediately following the Closing).

A description of the Business Combination and the terms of the Merger Agreement are included in the Proxy Statement/Prospectus in the section titled "*Proposal No. 1 — The Business Combination Proposal*." The foregoing description of the Transactions is a summary only, does not purport to be complete, and is qualified in its entirety by the full text of the Merger Agreement, which is included as Exhibit 2.1 to this Current Report and incorporated herein by reference.

For accounting purposes, the Business Combination is treated as a reverse recapitalization, with CCXI treated as the "acquired" company and Legacy Agility as the accounting acquirer. The net assets of CCXI are stated at historical cost, with no goodwill or other intangible assets recorded. The operations presented in the financial statements of the Company following the Closing are those of Legacy Agility.

Item 1.01. Entry into a Material Definitive Agreement.

Indemnification Agreements

In connection with the consummation of the Transactions, on the Closing Date, the Company entered into indemnification agreements with each of its directors and executive officers. These agreements, among other things, require the Company to indemnify its directors and officers for certain expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of their services as one of the Company's directors or officers or any other company or enterprise to which the person provides services at the Company's request.

The foregoing description of the indemnification agreements is qualified in its entirety by the full text of the form of indemnification agreement, which is included as Exhibit 10.1 to this Current Report and incorporated herein by reference.

Sponsor Agreement

Contemporaneously with the execution and delivery of the Merger Agreement, CCXI entered into a sponsor agreement, dated as of June 24, 2026 (the "**Sponsor Agreement**"), with Churchill Sponsor XI LLC (the "**Sponsor**") and certain of CCXI's directors and officers (the "**Insiders**"), which amended and restated the letter agreement, dated December 16, 2025, among CCXI, the Sponsor and the Insiders, pursuant to which the Sponsor and the Insiders agreed, among other things, to vote in favor of the Transactions, not to redeem their CCXI shares, to certain transfer restrictions prior to the Closing and to waive certain anti-dilution rights with respect to the conversion of the CCXI Class B Ordinary Shares. The Sponsor Agreement also provides that, for so long as at least one director designated by the Sponsor serves on the board of directors of the Company (the "**Board**"), any waiver, amendment or repeal of the lock-up in Section 7.13 of the bylaws of the Company (the "**Bylaws**") requires the affirmative vote or consent of at least one such director. The material terms of the Sponsor Agreement are described in the section of the Proxy Statement/Prospectus titled "*Proposal No. 1 — The Business Combination Proposal — Certain Agreements Related to the Business Combination — Sponsor Agreement.*" The foregoing description is qualified in its entirety by the full text of the Sponsor Agreement, which is included as Exhibit 10.2 to this Current Report and is incorporated herein by reference.

Amended and Restated Registration Rights Agreement

Contemporaneously with the execution and delivery of the Merger Agreement, CCXI and the Sponsor entered into the Amended and Restated Registration Rights Agreement, dated as of June 24, 2026 (the "**A&R Registration Rights Agreement**"), which amended and restated the registration rights agreement, dated as of December 16, 2025, entered into in connection with CCXI's initial public offering. On the Closing Date, certain persons and entities receiving shares of Common Stock in connection with the Business Combination (the "**New Holders**" and, together with the Sponsor, the "**Reg Rights Holders**") became party to the A&R Registration Rights Agreement by executing joinders thereto, and the A&R Registration Rights Agreement became effective. Pursuant to the A&R Registration Rights Agreement, the Company has agreed to use its reasonable best efforts to (1) file with the SEC (at the Company's sole cost and expense) a registration statement registering the resale of certain securities held by or issuable to the Reg Rights Holders (the "**Resale Registration Statement**") within 30 calendar days after the Closing and (2) cause the Resale Registration Statement to become effective as soon as reasonably practicable after the filing thereof, but in no event later than the 105th calendar day (or the 165th calendar day if the SEC notifies the Company that it will "review" the Resale Registration Statement) after the Closing Date. In certain circumstances, the Reg Rights Holders may demand, in the aggregate, up to three underwritten offerings and will be entitled to customary piggyback registration rights. Pursuant to the A&R Registration Rights Agreement, the Reg Rights Holders have agreed not to transfer their respective shares of Common Stock held as of the Closing Date (including shares issuable upon the exercise of warrants, options or other rights) for a period of 180 days following the Closing Date; however, such transfer restrictions terminate as of the date on which the dollar volume-weighted average price ("**VWAP**") of the Common Stock on The Nasdaq Stock Market LLC ("**Nasdaq**"), or such other securities exchange where the Common Stock is primarily listed or quoted, equals or exceeds $12.00 for any 15 trading days within any 180 trading-day period. The terms of the A&R Registration Rights Agreement are described in the Proxy Statement/Prospectus in the section titled "*Proposal No. 1 — The Business Combination Proposal — Certain Agreements Related to the Business Combination — Registration Rights Agreement*."

Similar transfer restrictions also apply, pursuant to Section 7.13 of the Bylaws, to shares of Common Stock issued to former stockholders of Legacy Agility as consideration pursuant to the Merger Agreement or issued upon the settlement or exercise of equity awards assumed by the Company pursuant to the Merger Agreement, and to shares held by the Sponsor, the officers or directors of the Sponsor or the Company, or their respective affiliates.

The foregoing description of the A&R Registration Rights Agreement and Section 7.13 of the Bylaws is qualified in its entirety by the full text of the A&R Registration Rights Agreement and the Bylaws, copies of which are filed as Exhibits 10.3 and 3.2, respectively, to this Current Report and incorporated herein by reference.

Subscription Agreements

The information set forth under the "*Introductory Note—PIPE Investment*" above is incorporated into this Item 1.01 by reference.

Item 2.01. Completion of Acquisition or Disposition of Assets.

The disclosure set forth under "*Introductory Note*" above is incorporated into this Item 2.01 by reference.

FORM 10 INFORMATION

Item 2.01(f) of Form 8-K provides that if the predecessor registrant was a "shell company" (as such term is defined in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), as CCXI was immediately before the Transactions, then the registrant must disclose the information that would be required if the registrant were filing a general form for registration of securities on Form 10. As a result of the consummation of the Transactions, and as discussed below in Item 5.06 of this Current Report, the Company has ceased to be a shell company. Accordingly, the Company is providing the information below that would be included in a Form 10 if it were to file a Form 10. Please note that the information provided below relates to the combined company after the consummation of the Transactions, unless otherwise specifically indicated or the context otherwise requires.

Cautionary Note Regarding Forward-Looking Statements

This Current Report and the documents incorporated herein by reference contain "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "**Securities Act**"), and Section 21E of the Exchange Act. These forward-looking statements include, without limitation, statements relating to expectations for future financial performance, business strategies or expectations of our businesses. These statements are based on the beliefs and assumptions of the Company's management. Although the Company believes that its plans, intentions and expectations reflected in or suggested by these forward-looking statements are reasonable, the Company cannot assure you that it will achieve or realize these plans, intentions or expectations. These statements constitute projections, forecasts and forward-looking statements, and are not guarantees of performance. Such statements can be identified by the fact that they do not relate strictly to historical or current facts. When used in this Current Report, words such as "anticipate," "believe," "can," "continue," "could," "estimate," "expect," "forecast," "intend," "may," "might," "outlook," "plan," "possible," "potential," "predict," "project," "seek," "should," "strategy," "strive," "target," "will," "would" and the negative of those words and similar expressions may identify forward-looking statements, but the absence of these words does not mean that a statement is not forward-looking.

These forward-looking statements are neither promises nor guarantees, and are subject to a number of important factors that could cause actual results to differ materially from any future results, performance or achievements expressed or implied by the forward-looking statements, including without limitation:

- the ability of the Company to realize the benefits expected from the Business Combination;
- the ability to maintain the listing of the Common Stock and Warrants on Nasdaq;
- the potential liquidity and trading of the Company's public securities;
- the ability to raise financing in the future and to comply with restrictive covenants related to long-term indebtedness;
- the Company's ability to retain or recruit, or to effect changes required in, its officers, key employees or directors;
- the Company's reliance upon the efforts of its Board and key personnel to be successful;
- the Company's limited operating history;
- expectations regarding the time during which the Company will be an "emerging growth company" under the Jumpstart Our Business Startups Act of 2012, as amended;
- the Company's failure to manage its growth effectively;
- competition from existing or new companies;
- failure of the market to achieve the growth potential the Company expects;

- the Company's customer concentration;
- the Company's history of losses and failure to achieve profitability in the future;
- failure to comply with various laws and regulations relating to various aspects of the Company's business and any changes in the funding levels of various governmental entities with which the Company does business;
- the Company's failure to protect the confidentiality of its trade secrets and know-how;
- the Company's failure to comply with the terms of third-party open-source software its systems utilize;
- the Company's ability to maintain an effective system of internal control over financial reporting, and to address and remediate existing material weaknesses in its internal control over financial reporting; and
- other risks and uncertainties set forth in the Proxy Statement/Prospectus in the section titled "Risk Factors", which is incorporated herein by reference.

These forward-looking statements are based on information available as of the date of this Current Report and the Company's management team's current expectations, forecasts and assumptions, and involve a number of judgments, known and unknown risks and uncertainties and other factors, many of which are outside the control of the Company and its directors, officers and affiliates. Accordingly, forward-looking statements should not be relied upon as representing the views of the Company's management as of any subsequent date. The Company does not undertake any obligation to update, add or otherwise correct any forward-looking statements contained herein to reflect events or circumstances after the date they were made, whether as a result of new information, future events, inaccuracies that become apparent after the date hereof or otherwise, except as may be required under applicable securities laws.

Business

The business and properties of CCXI and Legacy Agility prior to the Business Combination are described in the Proxy Statement/Prospectus in the sections titled "*Other Information Related to CCXI*" and "*Information About Agility*", which are incorporated herein by reference.

Risk Factors

The risks associated with the Company's business are described in the Proxy Statement/Prospectus in the section titled "*Risk Factors*", which is incorporated herein by reference.

Financial Information

The information set forth under Item 9.01(a) and (b) of this Current Report with respect to the financial statements and pro forma financial information of the Company, CCXI and Legacy Agility is incorporated herein by reference.

Management's Discussion and Analysis of Financial Condition and Results of Operations

Management's discussion and analysis of financial condition and results of operations of Legacy Agility prior to the consummation of the Business Combination, for the years ended December 31, 2025 and 2024 and for the six months ended June 30, 2026 and 2025, are described in the Proxy Statement/Prospectus in the section titled "*Agility's Management's Discussion and Analysis of Financial Condition and Results of Operations*" beginning on page 239 of the Proxy Statement/Prospectus, which is incorporated herein by reference.

Our historical results are not necessarily indicative of the results that may be expected for any period in the future. References in this section to "Agility," "we," "our," "us" and the "Company" generally refer to Legacy Agility prior to the Business Combination and to the Company and its subsidiaries after giving effect to the Business Combination.

Quantitative and Qualitative Disclosures about Market Risk

Quantitative and qualitative disclosures about market risk applicable to Legacy Agility prior to the Business Combination, as of June 30, 2026 are included in the Proxy Statement/Prospectus in the section titled "*Agility's Management's Discussion and Analysis of Financial Condition and Results of Operations—Quantitative and Qualitative Disclosures About Market Risk*" beginning on page 250 of the Proxy Statement/Prospectus, which is incorporated herein by reference.

Properties

Reference is made to the disclosure contained in the Proxy Statement/Prospectus in the section titled "*Information About Agility*", which is incorporated herein by reference.

Security Ownership of Certain Beneficial Owners and Management

The following table sets forth beneficial ownership of Common Stock following the consummation of the Transactions by:

- each person who is known to be the beneficial owner of more than 5% of the outstanding shares of Common Stock;
- each of the Company's current named executive officers and directors; and
- all current executive officers and directors of the Company as a group.

Beneficial ownership is determined according to the rules of the SEC, which generally provide that a person has beneficial ownership of a security if he, she, or it possesses sole or shared voting or investment power over that security, including options and warrants that are currently exercisable or exercisable within 60 days. Unless otherwise indicated, the Company believes that all persons named in the table below have sole voting and investment power with respect to the voting securities beneficially owned by them.

The beneficial ownership percentages set forth in the table below are based on 242,089,880 shares of Common Stock issued and outstanding as of the Closing Date. Shares of Common Stock issuable upon the exercise of options or Warrants that are currently exercisable or exercisable within 60 days of the Closing Date are deemed outstanding and beneficially owned by the person holding such options or Warrants for purposes of computing that person's percentage, but are not deemed outstanding for purposes of computing the percentage of any other person.

Name and Address of Beneficial Owner[1]	Number of shares of Common Stock Beneficially Owned	Percentage of Outstanding Common Stock
Directors and Named Executive Officers		
Peggy Johnson[2]	3,827,296	1.56%
Jennifer Hunter[3]	1,677,441	*
Michael Beer	—	*
Anastasia Lang[4]	1,552,837	*
Damion Shelton[5]	10,168,201	4.20%
Merline Saintil	—	*
Derek Aberle	—	*
Pierre Gentin	—	*
Mark Vale	—	*
All Directors and Executive Officers as a Group (13 individuals)	34,674,944	13.65%
Five Percent Holders		
Amazon.com NV Investment Holdings LLC[6]	20,699,475	8.55%
Entities Affiliated with DCVC[7]	32,300,612	13.34%
Churchill Sponsor XI LLC[8]	14,597,500	6.03%
Jonathan Hurst[9]	12,652,759	5.22%

* Represents beneficial ownership of less than 1.0%.

(1) Unless otherwise noted, the principal business address of each of the following individuals is c/o 4698 Truax Drive SE, Salem, OR 97317.

(2) Consists of (i) 347,790 shares of Common Stock held by the Eric S. Johnson and Margaret L. Johnson, Trustees of the Johnson Family Trust Dated August 8, 1997 and (ii) 3,479,506 shares of Common Stock issuable upon exercise of options held by Ms. Johnson, all of which shares will have vested within 60 days of the Closing Date.

(3) Includes 1,677,441 shares of Common Stock issuable upon exercise of options held by Ms. Hunter, all of which shares will have vested within 60 days of the Closing Date.

(4) Includes 1,552,837 shares of Common Stock issuable upon exercise of options held by Ms. Lang, all of which shares will have vested within 60 days of the Closing Date.

(5) Includes 230,050 shares of Common Stock issuable upon exercise of options held by Mr. Shelton, all of which shares are vested as of the Closing Date.

(6) Includes (i) 20,683,004 shares of Common Stock issued in the Business Combination upon the conversion of shares of Agility stock and (ii) 16,471 shares of Common Stock underlying the Amazon Warrant that are exercisable as of the Closing Date. Amazon.com NV Investment Holdings LLC is a wholly owned subsidiary of Amazon.com, Inc., a publicly traded company whose principal address is 410 Terry Avenue North, Seattle, WA 98109.

(7) DCVC's holdings consist of (a) 23,541,228 shares of Common Stock issued in the Business Combination upon the conversion of shares of Agility stock held by DCVC V, L.P., or DCVC V, (b) 7,759,384 shares of Common Stock issued in the Business Combination upon the conversion of shares of Agility stock held by DCVC VI, L.P., or DCVC VI, and (c) 1,000,000 shares of Common Stock issued pursuant to the PIPE Investment in connection with Closing. DCVC V GP, LLC or DCVC V GP, is the general partner of DCVC V, and DCVC VI GP, LLC or DCVC VI GP, is the general partner of DCVC VI. Zachary Bogue and Matt Ocko are the managing members of each of DCVC V GP and DCVC VI GP and share voting and dispositive power over the shares held by DCVC V and DCVC VI. Each of Mr. Ocko and Mr. Bogue disclaims beneficial ownership of the securities held by DCVC V and DCVC VI except to the extent of his pecuniary interest therein, if any. The address of the entities listed herein is 270 University Avenue, Palo Alto, California 94301.

(8) Includes (i) 50,000 Private Placement Warrants underlying the CCXI Private Placement Shares that are exercisable 30 days after the Closing, (ii) 225,000 shares issued in connection with the settlement of the promissory notes issued by CCXI to the Sponsor on July 2, 2026 and August 7, 2026, in the aggregate principal amount of $2,250,000 (the "**Sponsor Promissory Notes**"), and (iii) 22,500 Private Placement Warrants issued upon the settlement of the Sponsor Promissory Notes. Michael Klein is the controlling shareholder of M. Klein Associates, Inc., which is the managing member of Churchill Sponsor XI LLC. The securities beneficially owned by Churchill Sponsor XI LLC may also be deemed to be beneficially owned by Mr. Klein. The principal business address is c/o Churchill Capital Corp XI, 640 Fifth Avenue, 14th Floor, New York, NY 10019.

(9) Consists of (i) 12,422,709 shares of Common Stock held by the Jonathan W. Hurst Revocable Trust dated February 9, 2023 and (ii) 230,050 shares of Common Stock issuable upon exercise of options held by Mr. Hurst, all of which shares are vested as of the Closing Date.

Directors and Executive Officers

Upon the consummation of the Transactions, and in accordance with the terms of the Merger Agreement, each of Michael Klein, Stephen Murphy, Paul D. Lapping and William Sherman resigned as a director of CCXI, and each of Michael Klein, as Chief Executive Officer and President, and Jay Taragin, as Chief Financial Officer, ceased serving as an executive officer of CCXI, in each case effective as of the Closing.

On November 4, 2026, Peggy Johnson, Damion Shelton, Merline Saintil, Derek Aberle, Pierre Gentin and Mark Vale were appointed as directors of the Board, to serve until their terms expire at the applicable annual meeting of stockholders and until their successors are elected and qualified. The Board was set at six (6) directors (classified into three classes with staggered three-year terms), with Peggy Johnson and Pierre Gentin serving as Class I directors, Damion Shelton and Derek Aberle serving as Class II directors, and Merline Saintil and Mark Vale serving as Class III directors. Peggy Johnson was appointed as Chairperson of the Board.

On November 4, 2026, the following individuals were appointed as executive officers of the Company: Peggy Johnson as Chief Executive Officer (principal executive officer), Michael Beer as Chief Financial Officer (principal financial officer and principal accounting officer), Jennifer Hunter as Chief Operating Officer, Jonathan Hurst as Co-Founder & Chief Robot Officer, Daniel Diez as President, Prasanna Velagapudi as Chief Technology Officer, Anastasia Lang as General Counsel, Chief Administrative Officer and Secretary and Marco Marroquin as Chief Hardware Officer.

Reference is also made to the disclosure described in the Proxy Statement/Prospectus in the section titled "*Board of Directors and Management After the Business Combination*" for biographical information about each of the directors and officers, following the Transactions, which is incorporated herein by reference.

Mark Vale

Mr. Vale, age 61, was appointed to our Board at the Closing. Mr. Vale has served as Chief Executive Officer and a director of Transportation Insight LLC, a transportation logistics and consultancy company, since January 2026, and previously served as its Chief Financial and Administration Officer from April 2023. From December 2021 to April 2023, Mr. Vale served as Chief Financial Officer of ScentAir Technologies LLC, a provider of scent marketing solutions and indoor air quality products. Mr. Vale previously spent 33 years at United Parcel Service (UPS), from 1988 to 2021. He served in various roles at UPS, including President of the UK, Ireland, and the Nordics; President of High Growth and Emerging Markets; Corporate Controller; Chief Financial Officer of International Operations; Vice President of Finance and Accounting for Europe, the Middle East, and Africa; and Director of Investor Relations. From 2018 to 2021, Mr. Vale also served as a director of the British American Business Group and as a Trusted Advisor in Transportation Services to the UK Government's Department for International Trade. Mr. Vale holds a B.Sc. (Hons) in management science from Swansea University and is a Fellow of the Association of Chartered Certified Accountants (FCCA).

The Company believes that Mr. Vale is qualified to serve on our Board because of his extensive experience in senior leadership roles in the transportation and logistics industry.

Director Independence

The Board has determined that each of Merline Saintil, Derek Aberle, Pierre Gentin and Mark Vale is deemed to be an independent director within the meaning of the listing rules of Nasdaq, and that the Board consists of a majority of "independent directors," as defined under the rules of the SEC and the listing rules of Nasdaq relating to director independence requirements. Peggy Johnson, as an employee of the Company, is not considered independent. Damion Shelton is not considered independent.

Executive & Director Compensation

The executive and director compensation of the Company's named executive officers and directors is described in the Proxy Statement/Prospectus in the section titled "*Agility's Executive Officer and Director Compensation*" and that information is incorporated herein by reference.

The Company's named executive officers are Peggy Johnson (Chief Executive Officer), Jennifer Hunter (Chief Operating Officer) and Anastasia Lang (General Counsel, Chief Administrative Officer and Secretary).

Executive Employment Agreements

In connection with the Business Combination, the Company entered into new employment agreements with each of its executive officers on November 4, 2026, effective as of the Closing Date. The material terms of such employment agreements are described in the Proxy Statement/Prospectus in the section titled "*Agility's Executive Officer and Director Compensation—Executive Compensation Arrangements*" and are incorporated herein by reference.

The foregoing description of the employment agreements does not purport to be complete and is qualified in its entirety by the full text of the form of employment agreement, which is included as Exhibit 10.13 to this Current Report and is incorporated herein by reference.

Compensation Committee Interlocks and Insider Participation

Interlocks and insider participation information regarding the Company's executive officers is described in the Proxy Statement/Prospectus in the section titled "*Board of Directors and Management After the Business Combination—Compensation Committee Interlocks and Insider Participation*" and that information is incorporated herein by reference.

Committees of the Board of Directors

Effective as of the Closing, the standing committees of the Board consist of an audit committee (the "**Audit Committee**"), a compensation committee (the "**Compensation Committee**") and a nominating and corporate governance committee (the "**Nominating and Corporate Governance Committee**"). Each of the committees reports to the Board.

Effective as of the Closing, the Board appointed Merline Saintil, Pierre Gentin and Mark Vale to serve on the Audit Committee, with Mark Vale serving as chairperson and qualifying as an "audit committee financial expert," as such term is defined in Item 407(d)(5) of Regulation S-K. All members of the Audit Committee meet the requirements for financial literacy under the applicable Nasdaq rules and regulations.

The Board also appointed Merline Saintil, Derek Aberle and Pierre Gentin to serve on the Compensation Committee, with Merline Saintil serving as chairperson.

The Board appointed Pierre Gentin and Merline Saintil to serve on the Nominating and Corporate Governance Committee, with Pierre Gentin serving as chairperson.

Each committee operates under a written charter adopted by the Board at Closing. Copies of the Audit Committee Charter, Compensation Committee Charter and Nominating and Corporate Governance Committee Charter are available on the Company's website at www.agilityrobotics.com/investors. The reference to the Company's website address does not constitute incorporation by reference of the information contained at or available through the Company's website.

Certain Relationships and Related Party Transactions

Certain relationships and related party transactions of the Company are described in the Proxy Statement/Prospectus in the section titled "*Certain Relationships and Related Person Transactions*" and that information is incorporated herein by reference.

On November 2, 2026, Legacy Agility and Damion Shelton entered into a Second Amended and Restated Advisor Agreement (the "**Advisor Agreement**"), under which Mr. Shelton serves as Special Advisor to the Chief Executive Officer of the Company, effective November 1, 2026. Mr. Shelton will receive an aggregate fee of $100,000 for up to 200 hours of advisory services over a 12-month period as measured from November 1, 2026, and $500 per hour for any additional advisory services as requested by the Company and provided by him. The Advisor Agreement has a term ending June 19, 2028, unless terminated earlier for cause (as defined in the Advisor Agreement), and contains customary conflict-of-interest and non-solicitation covenants.

The foregoing description of the Advisor Agreement is qualified in its entirety by reference to the full text of the Advisor Agreement, a copy of which is filed as Exhibit 10.18 to this Current Report and is incorporated herein by reference.

Legal Proceedings

Reference is made to the disclosure regarding legal proceedings in the sections of the Proxy Statement/Prospectus titled "*Other Information Related to CCXI—Legal Proceedings*" and "*Information About Agility—Legal Proceedings*", which are incorporated herein by reference.

Market Price of and Dividends on the Registrant's Common Equity and Related Stockholder Matters

CCXI's Class A Ordinary Shares, Units and Public Warrants were historically quoted on Nasdaq under the symbols "CCXI," "CCXIU" and "CCXIW," respectively. On November 2, 2026, in connection with the Domestication, all of the Units were cancelled and the holders thereof became entitled to one share of Common Stock and one-tenth of one Warrant. On November 4, 2026, CCXI's Class A Ordinary Shares, Units and Public Warrants ceased trading on Nasdaq. On November 5, 2026, the Common Stock and Warrants began trading on Nasdaq under the new trading symbols "AGLT" and "AGLTW," respectively.

Dividends

The Company has never declared or paid cash dividends on the Common Stock to date. The Company currently intends to retain all available funds and future earnings, if any, to fund the operation and expansion of its business. Any future determination to declare dividends will be made at the discretion of the Board and will depend on, among other things, the Company's results of operations, financial condition, capital requirements, contractual restrictions and other factors that the Board may deem relevant. In addition, the Company's ability to pay dividends may be limited by covenants of any existing and future outstanding indebtedness or other agreements the Company or its subsidiaries enter into. The Company does not anticipate declaring any cash dividends to holders of the Common Stock in the foreseeable future.

Information regarding the Company's securities is described in the Proxy Statement/Prospectus in the section titled "Description of Securities" and such information is incorporated herein by reference.

Securities Authorized for Issuance Under Equity Compensation Plans

The Company has initially reserved 51,399,711 shares of Common Stock for issuance pursuant to the Incentive Plan (as defined below), subject to certain adjustments set forth therein. Additionally, the Company has initially reserved 7,907,647 shares of Common Stock for issuance pursuant to the ESPP (as defined below), subject to certain adjustments set forth therein.

Recent Sales of Unregistered Securities

The information set forth under Items 1.01 and 3.02 of this Current Report is incorporated herein by reference.

Description of Registrant's Securities to Be Registered

As of November 4, 2026, following the completion of the Transactions, there were 242,089,880 shares of Common Stock issued and outstanding held of record by 249 holders, and 4,212,500 Warrants outstanding held of record by two holders. Such amounts do not include DTC participants or beneficial owners holding shares through nominee names.

Common Stock

A description of the Common Stock is included in the Proxy Statement/Prospectus in the section titled "*Description of Securities—Common Stock*", which is incorporated herein by reference.

Warrants

A description of the Company's Warrants is included in the Proxy Statement/Prospectus in the sections titled "*Description of Securities*" and "*Certain Relationships and Related Person Transactions—CCXI*", which are incorporated herein by reference. Each whole Warrant entitles the holder to purchase one share of Common Stock at an initial exercise price of $11.50 per share, subject to adjustment. The Warrants will become exercisable 30 days after the Closing and the Public Warrants will expire five years after the Closing, or earlier upon redemption or liquidation, and the Private Placement Warrants will not expire except upon liquidation.

Indemnification of Directors and Officers

Information about indemnification of the Company's directors and officers is set forth in the Proxy Statement/Prospectus in the section titled "*Board of Directors and Management After the Business Combination—Limitation on Liability and Indemnification of Directors and Officers*", which is incorporated herein by reference. The disclosure set forth in Item 1.01 of this Current Report under the section titled "*Indemnification Agreements*" is also incorporated herein by reference.

Financial Statements and Supplementary Data

The information set forth under Item 9.01 of this Current Report is incorporated herein by reference.

Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

The information set forth under Item 4.01 of this Current Report is incorporated herein by reference.

Item 3.02. Unregistered Sales of Equity Securities.

The disclosure set forth in the "*Introductory Note*" above and in Item 1.01 of this Current Report under the caption "Subscription Agreements" is incorporated into this Item 3.02 by reference.

The PIPE Shares issued by the Company in connection with the PIPE Investment have not been registered under the Securities Act, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Immediately after the Domestication, the Company issued 225,000 shares of Common Stock and 22,500 Private Placement Warrants to the Sponsor upon settlement of the Sponsor Promissory Notes, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act.

Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Item 5.03 of this Current Report is incorporated herein by reference.

On November 2, 2026, in connection with the Domestication, (i) each then issued and outstanding CCXI Class A Ordinary Share converted automatically, on a one-for-one basis, into one share of Common Stock, (ii) each then issued and outstanding warrant of CCXI converted automatically into a Warrant, and (iii) each then issued and outstanding unit of CCXI was cancelled and entitled the holder thereof to one share of Common Stock and one-tenth of one Warrant. As disclosed below in Item 8.01, in accordance with Rule 12g-3(a) under the Exchange Act, the Company is the successor issuer to CCXI and has succeeded to the attributes of CCXI as the registrant, and the Common Stock and the Warrants are deemed to be registered under Section 12(b) of the Exchange Act. The Common Stock and the Warrants are listed on Nasdaq under the symbols "AGLT" and "AGLTW," respectively.

Item 4.01. Change in Registrant's Certifying Accountant.

For accounting purposes, the transactions contemplated by the Merger Agreement are treated as a reverse recapitalization and, as such, the historical financial statements of the accounting acquirer, Legacy Agility, which have been audited by Grant Thornton LLP ("**Grant Thornton**"), will become the historical financial statements of the Company. In a reverse recapitalization, a change of accountants is presumed to have occurred unless the same accountant audited the pre-transaction financial statements of both the legal acquirer and the accounting acquirer, and such change is generally presumed to occur on the date the reverse recapitalization is completed.

(a) Dismissal of independent registered public accounting firm.

On November 4, 2026, the Audit Committee dismissed WithumSmith+Brown, PC ("**Withum**"), CCXI's independent registered public accounting firm prior to consummation of the Transactions, as the Company's independent registered public accounting firm, effective immediately following the filing of the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2026, which will include the unaudited condensed financial statements of CCXI as of and for the quarter ended September 30, 2026, consisting only of the accounts of CCXI prior to the Business Combination (the "**Withum Effective Time**").

The report of Withum on CCXI's financial statements as of December 31, 2025 and for the period from June 4, 2025 (inception) through December 31, 2025, did not contain an adverse opinion or a disclaimer of opinion, and was not qualified or modified as to uncertainties, audit scope or accounting principles.

During the period from June 4, 2025 (inception) through December 31, 2025, and the subsequent interim period through November 4, 2026, there were no (1) "disagreements" (within the meaning of Item 304(a)(1)(iv) of Regulation S-K and related instructions thereto) between CCXI and Withum on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures, which disagreements, if not resolved to Withum's satisfaction, would have caused Withum to make reference to the subject matter of the disagreement in its report on CCXI's financial statements for such period; or (2) "reportable events" (as defined in Item 304(a)(1)(v) of Regulation S-K). The Company has provided Withum with a copy of the foregoing disclosures and has requested that Withum furnish the Company with a letter addressed to the SEC stating whether it agrees with the statements made by the Company set forth above. A copy of Withum's letter, dated November 6, 2026, is filed as Exhibit 16.1 to this Current Report and is incorporated herein by reference.

(b) Disclosures regarding the appointment of new independent registered public accounting firm.

On November 4, 2026, the Audit Committee approved the engagement of Grant Thornton as the Company's independent registered public accounting firm, effective as of the Withum Effective Time, to audit the Company's consolidated financial statements for the year ending December 31, 2026. Grant Thornton served as the independent registered public accounting firm of Legacy Agility prior to the consummation of the Transactions. During the period from June 4, 2025 (inception) through December 31, 2025, and the subsequent interim period through November 4, 2026, neither CCXI nor anyone on CCXI's behalf consulted with Grant Thornton with respect to (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on CCXI's financial statements, and neither a written report nor oral advice was provided to CCXI that Grant Thornton concluded was an important factor considered by CCXI in reaching a decision as to any accounting, auditing or financial reporting issue, or (ii) any other matter that was either the subject of a disagreement or a reportable event (as those terms are defined in Items 304(a)(1)(iv) and (v) of Regulation S-K, respectively).

Item 5.01. Changes in Control of Registrant.

The information set forth above in the "Introductory Note" and in the sections titled "*Security Ownership of Certain Beneficial Owners and Management*" and "*Directors and Executive Officers*" in Item 2.01 to this Current Report is incorporated in this Item 5.01 by reference. See also the section of the Proxy Statement/Prospectus titled "*Agility's Executive Officer and Director Compensation*" for a description of compensation arrangements with the Company's executives and directors, which is incorporated herein by reference.

As a result of the completion of the Business Combination pursuant to the Merger Agreement, a change of control of CCXI has occurred, and the former shareholders of CCXI (excluding the PIPE Investors in respect of the PIPE Shares) held approximately 12.6% of the outstanding shares of Common Stock immediately following the Closing.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Executive Officers and Directors

The information set forth above in the sections titled "*Directors and Executive Officers*," "*Executive & Director Compensation*," "*Committees of the Board of Directors*" and "*Certain Relationships and Related Party Transactions*" in Item 2.01 to this Current Report is incorporated in this Item 5.02 by reference. See also the sections of the Proxy Statement/Prospectus titled "*Agility's Executive Officer and Director Compensation*" and *"Proposal No. 1 — The Business Combination Proposal — Interests of Certain CCXI Persons in the Business Combination*" for a description of compensation arrangements with the Company's executive officers and directors, which is incorporated herein by reference.

Agility Robotics, Inc. 2026 Incentive Award Plan

At the Extraordinary General Meeting, the shareholders of CCXI considered and approved the Agility Robotics, Inc. 2026 Incentive Award Plan (the "**Incentive Plan**"), under which the Company and its affiliates may grant cash and equity incentive awards to its eligible service providers in order to attract and retain key personnel. The Incentive Plan was approved by the CCXI shareholders on November 2, 2026 and was ratified and approved by the Board on November 4, 2026, and became effective on November 2, 2026. The initial share reserve under the Incentive Plan is 51,399,711 shares, which represents approximately 13% of the number of shares of Common Stock outstanding on a fully-diluted basis as of immediately following the Closing, with an annual increase on January 1 of each year from 2027 through 2036 equal to (i) 5% of the aggregate number of shares of Common Stock outstanding on a fully-diluted basis on the final day of the immediately preceding calendar year, or (ii) such smaller number of shares as determined by the Board.

A summary of the terms of the Incentive Plan is set forth in the Proxy Statement/Prospectus in the section titled "*Proposal No. 6 — The Incentive Plan Proposal*", which is incorporated herein by reference. Such summary and the foregoing description of the Incentive Plan are qualified in their entirety by reference to the full text of the Incentive Plan, a copy of which is attached hereto as Exhibit 10.9 and incorporated herein by reference.

Agility Robotics, Inc. 2026 Employee Stock Purchase Plan

At the Extraordinary General Meeting, the shareholders of CCXI considered and approved the Agility Robotics, Inc. 2026 Employee Stock Purchase Plan (the "ESPP"), which provides employees of the Company and its participating subsidiaries with the opportunity to purchase shares of Common Stock at a discount through accumulated payroll deductions during successive offering periods. The ESPP was approved by the CCXI shareholders on November 2, 2026 and was ratified and approved by the Board on November 4, 2026, and became effective upon the Closing Date. The initial share reserve under the ESPP is 7,907,647 shares, which represents approximately 2% of the number of shares of Common Stock outstanding on a fully-diluted basis as of immediately following the Closing, with an annual increase on January 1 of each year from 2027 through 2036 equal to (i) 1% of the aggregate number of shares of Common Stock outstanding on a fully-diluted basis on the final day of the immediately preceding calendar year, or (ii) such smaller number of shares as determined by the Board, subject to a maximum of 100,000,000 shares issuable under the ESPP.

A summary of the terms of the ESPP is set forth in the Proxy Statement/Prospectus in the section titled "*Proposal No. 7 — The ESPP Proposal*", which is incorporated herein by reference. Such summary and the foregoing description of the ESPP are qualified in their entirety by reference to the full text of the ESPP, a copy of which is attached hereto as Exhibit 10.10 and incorporated herein by reference.

Prior Plans

In connection with the consummation of the Transactions, the Company assumed the Agility Robotics, Inc. 2026 Equity Incentive Plan, as amended (the "**2026 Plan**"), and the Amended and Restated Agility Robotics, Inc. 2015 Equity Incentive Plan (the "**2015 Plan**" and, together with the 2026 Plan, the "**Prior Plans**") from Legacy Agility and, following the effectiveness of the Incentive Plan, no further awards will be granted under the Prior Plans. However, any outstanding awards granted under the Prior Plans will remain outstanding, subject to the terms of the applicable Prior Plan and applicable award agreements.

A summary of the terms of the Prior Plans is set forth in the Proxy Statement/Prospectus in the section titled "Agility's Executive Officer and Director Compensation—Equity Incentive Plans—Prior Plans", which is incorporated herein by reference. Such summary and the foregoing description of the Prior Plans are qualified in their entirety by reference to the full text of the 2026 Plan and the 2015 Plan, copies of which are attached hereto as Exhibits 10.12 and 10.11, respectively, and incorporated herein by reference.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On November 2, 2026, in connection with the Domestication, CCXI filed the Certificate of Incorporation with the Secretary of State of the State of Delaware and adopted the Bylaws, each of which became effective upon the Domestication.

The description of the Certificate of Incorporation and the Bylaws and the general effect upon the rights of holders of the Company's capital stock are included in the Proxy Statement/Prospectus in the sections titled "*Proposal No. 2 — The Domestication Proposal*," "*Proposal No. 3 — The Organizational Documents Proposal*" and "*Proposal No. 4 — The Advisory Organizational Documents Proposal*", which are incorporated by reference herein. Copies of the Certificate of Incorporation and the Bylaws are filed as Exhibit 3.1 and Exhibit 3.2 hereto, respectively, and are incorporated herein by reference.

Item 5.05. Amendments to the Registrant's Code of Ethics, or Waiver of a Provision of the Code of Ethics.

In connection with the Business Combination, on the Closing Date, the Board approved and adopted a new Code of Ethics and Conduct applicable to all employees, officers and directors of the Company. A copy of the Code of Ethics and Conduct can be found on the Company's website at www.agilityrobotics.com/investors. The reference to the Company's website address does not constitute incorporation by reference of the information contained at or available through the Company's website, and you should not consider it to be a part of this Current Report.

Item 5.06. Change in Shell Company Status.

As a result of the Transactions, CCXI ceased being a shell company (as defined in Rule 12b-2 of the Exchange Act) as of the Closing. Reference is made to the disclosure in the Proxy Statement/Prospectus in the sections titled "*Proposal No. 1 — The Business Combination Proposal*" and "*Proposal No. 2 — The Domestication Proposal*", which are incorporated herein by reference. Further, the information set forth in the Introductory Note and under Item 2.01 of this Current Report is incorporated herein by reference.

Item 8.01. Other Events.

By operation of Rule 12g-3(a) under the Exchange Act, the Company is the successor issuer to CCXI and has succeeded to the attributes of CCXI as the registrant, including CCXI's SEC file number (001-43020) and CIK Code (0002074973). The Common Stock and the Warrants are deemed to be registered under Section 12(b) of the Exchange Act, and the Company will hereafter file reports and other information with the SEC using CCXI's SEC file number (001-43020). The Common Stock and the Warrants are listed for trading on Nasdaq under the symbols "AGLT" and "AGLTW," respectively, and the CUSIP numbers relating to the Common Stock and the Warrants are 008470106 and 008470270, respectively. Holders of CCXI's shares who have filed reports under the Exchange Act with respect to those shares should indicate in their next filing, or any amendment to a prior filing, filed on or after the Closing Date that the Company is the successor to CCXI.

On November 4, 2026, the Company issued a press release announcing the completion of the Business Combination, a copy of which is furnished as Exhibit 99.2 hereto.

The information set forth in the immediately preceding paragraph (including Exhibit 99.2) shall not be deemed "filed" for purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses Acquired.

Financial Statements

The audited balance sheet of CCXI as of December 31, 2025, and the related statements of operations, changes in shareholders' deficit and cash flows for the period from June 4, 2025 (inception) through December 31, 2025, together with the related notes and the report of independent registered public accounting firm, included in the Proxy Statement/Prospectus in the section titled "*Index to Financial Statements—Churchill Capital Corp XI Financial Statements*" are incorporated herein by reference.

The unaudited condensed consolidated balance sheet of CCXI as of June 30, 2026, and the related unaudited condensed consolidated statements of operations, changes in shareholders' deficit and cash flows for the six months ended June 30, 2026, together with the related notes thereto, included in the Proxy Statement/Prospectus in the section titled "*Index to Financial Statements—Churchill Capital Corp XI Financial Statements*" are incorporated herein by reference.

The audited balance sheets of Legacy Agility as of December 31, 2025 and 2024, and the related statements of operations, temporary equity and stockholders' deficit and cash flows for the years ended December 31, 2025 and 2024, together with the related notes and the report of independent registered public accounting firm, included in the Proxy Statement/Prospectus in the section titled "*Index to Financial Statements—Agility Robotics, Inc. Financial Statements*" are incorporated herein by reference.

The unaudited condensed balance sheet of Legacy Agility as of June 30, 2026, and the related unaudited condensed statements of operations, temporary equity and stockholders' deficit and cash flows for the six months ended June 30, 2026 and 2025, together with the related notes thereto, included in the Proxy Statement/Prospectus in the section titled "*Index to Financial Statements—Agility Robotics, Inc. Financial Statements*" are incorporated herein by reference.

The unaudited condensed financial statements of Legacy Agility as of September 30, 2026 and for the nine months ended September 30, 2026 and 2025 will be filed by amendment to this Current Report.

(b) Pro Forma Financial Information.

Unaudited Pro Forma Condensed Combined Financial Information

The unaudited pro forma condensed combined financial information of the Company as of and for the six months ended June 30, 2026 and for the year ended December 31, 2025, giving effect to the actual redemptions and the other Transactions, is filed as Exhibit 99.1 hereto and incorporated herein by reference.

The unaudited pro forma condensed combined financial information of the Company as of September 30, 2026 and for the nine months ended September 30, 2026 and the year ended December 31, 2025 will be filed by amendment to this Current Report.

(d) Exhibits.

Exhibit No.	Description
2.1**+	Agreement and Plan of Merger and Reorganization, dated as of June 24, 2026, by and among Churchill Capital Corp XI, BLB Merger Sub, Inc. and Agility Robotics, Inc. (now known as Old Robot Holdings, Inc.) (incorporated by reference to Exhibit 2.1 to Churchill Capital Corp XI's Current Report on Form 8-K, filed with the SEC on June 24, 2026).
3.1	Certificate of Incorporation of Agility Robotics, Inc. (including the Certificate of Corporate Domestication).
3.2	Bylaws of Agility Robotics, Inc.
4.1	Specimen Common Stock Certificate of Agility Robotics, Inc.
4.2+	Public Warrant Agreement, dated December 16, 2025, between Churchill Capital Corp XI and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.1 to Churchill Capital Corp XI's Current Report on Form 8-K, filed with the SEC on December 19, 2025).
4.3+	Private Warrant Agreement, dated December 16, 2025, by and between Churchill Capital Corp XI and Continental Stock Transfer & Trust Company, as warrant agent (incorporated by reference to Exhibit 4.2 to Churchill Capital Corp XI's Current Report on Form 8-K, filed with the SEC on December 19, 2025).
4.4+	Form of Churchill Capital Corp XI Specimen Public Warrant Certificate (included in Exhibit 4.2).
4.5+	Form of Churchill Capital Corp XI Specimen Private Warrant Certificate (included in Exhibit 4.3).

Exhibit No.	Description
10.1+#	Form of Indemnification Agreement between Agility Robotics, Inc. and each of its directors and executive officers (incorporated by reference to Exhibit 10.19 to Amendment No. 1 to the Registration Statement on Form S-4 (File No. 333-298781), filed with the SEC on September 30, 2026).
10.2+	Amended and Restated Sponsor Agreement, dated as of June 24, 2026, by and among Churchill Capital Corp XI, Churchill Sponsor XI LLC and the Insiders (incorporated by reference to Exhibit 10.1 to Churchill Capital Corp XI's Current Report on Form 8-K, filed with the SEC on June 24, 2026).
10.3	Amended and Restated Registration Rights Agreement, dated as of June 24, 2026 (effective as of November 4, 2026), by and among Agility Robotics, Inc., Churchill Sponsor XI LLC and the other holders party thereto.
10.4+	Form of Stockholder Voting and Support Agreement, dated as of June 24, 2026, by and among Churchill Capital Corp XI, Agility Robotics, Inc. (now known as Old Robot Holdings, Inc.) and the stockholders listed on the signature pages thereto (incorporated by reference to Exhibit 10.2 to Churchill Capital Corp XI's Current Report on Form 8-K, filed with the SEC on June 24, 2026).
10.5+	Form of PIPE Subscription Agreement, dated as of June 24, 2026, by and among Churchill Capital Corp XI and certain investors party thereto (incorporated by reference to Exhibit 10.3 to Churchill Capital Corp XI's Current Report on Form 8-K, filed with the SEC on June 24, 2026).
10.6+	Advisory Agreement, dated as of June 24, 2026, by and between Churchill Capital Corp XI and M. Klein & Company, through its affiliate, The Klein Group, LLC (incorporated by reference to Exhibit 10.4 to Churchill Capital Corp XI's Current Report on Form 8-K, filed with the SEC on June 24, 2026).
10.7+	Promissory Note, dated July 2, 2026, issued by Churchill Capital Corp XI to Churchill Sponsor XI LLC (incorporated by reference to Exhibit 10.1 to Churchill Capital Corp XI's Current Report on Form 8-K, filed with the SEC on July 6, 2026).
10.8+	Promissory Note, dated August 7, 2026, issued by Churchill Capital Corp XI to Churchill Sponsor XI LLC (incorporated by reference to Exhibit 10.1 to Churchill Capital Corp XI's Current Report on Form 8-K, filed with the SEC on August 10, 2026).
10.9#	Agility Robotics, Inc. 2026 Incentive Award Plan.
10.9(a)#	Form of Stock Option Grant Notice and Stock Option Agreement under the Agility Robotics, Inc. 2026 Incentive Award Plan.
10.9(b)#	Form of Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement under the Agility Robotics, Inc. 2026 Incentive Award Plan.
10.10#	Agility Robotics, Inc. 2026 Employee Stock Purchase Plan.
10.11#	Amended and Restated Agility Robotics, Inc. 2015 Equity Incentive Plan.
10.11(a)#	Form of Stock Option Award Agreement under the Amended and Restated Agility Robotics, Inc. 2015 Equity Incentive Plan.
10.12#	Agility Robotics, Inc. 2026 Equity Incentive Plan, as amended.
10.12(a)#	Form of Stock Option Grant Notice and Stock Option Agreement under the Agility Robotics, Inc. 2026 Equity Incentive Plan.
10.12(b)#	Form of Restricted Stock Unit Grant Notice and Restricted Stock Unit Agreement under the Agility Robotics, Inc. 2026 Equity Incentive Plan.
10.13+#	Form of Agility Robotics, Inc. Executive Employment Agreement (incorporated by reference to Exhibit 10.20 to Amendment No. 1 to the Registration Statement on Form S-4 (File No. 333-298781), filed with the SEC on September 30, 2026).
10.14+	Lease Agreement, dated June 30, 2023, as amended on September 21, 2023, by and between Agility Robotics, Inc. (now known as Old Robot Holdings, Inc.), as tenant, and Pacific Realty Associates, L.P., as landlord (incorporated by reference to Exhibit 10.17 to the Registration Statement on Form S-4 (File No. 333-298781), filed with the SEC on September 4, 2026).
10.15+	Lease Agreement, dated February 10, 2026, by and between Agility Robotics, Inc. (now known as Old Robot Holdings, Inc.), as tenant, and Argon Propco 2021, LLC, as landlord (incorporated by reference to Exhibit 10.18 to the Registration Statement on Form S-4 (File No. 333-298781), filed with the SEC on September 4, 2026).

Exhibit No.	Description
10.16	Lease Agreement, dated October 2, 2026, by and between Agility Robotics, Inc. (now known as Old Robot Holdings, Inc.), as tenant, and The Buncher Company, as landlord.
10.17+^	Warrant to Purchase Shares, dated October 10, 2022, issued by Agility Robotics, Inc. (now known as Old Robot Holdings, Inc.) to Amazon.com NV Investment Holdings LLC (incorporated by reference to Exhibit 10.21 to Amendment No. 1 to the Registration Statement on Form S-4 (File No. 333-298781), filed with the SEC on September 30, 2026).
10.18#	Second Amended and Restated Advisor Agreement, dated November 2, 2026, by and between Agility Robotics, Inc. (now known as Old Robot Holdings, Inc.) and Damion Shelton.
16.1	Letter from WithumSmith+Brown, PC to the SEC, dated November 6, 2026.
21.1	List of Subsidiaries of Agility Robotics, Inc.
99.1	Unaudited pro forma condensed combined financial information of the Company as of and for the six months ended June 30, 2026 and for the year ended December 31, 2025.
99.2	Press Release, dated November 4, 2026, announcing the closing of the Business Combination.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

** The annexes, schedules, and certain exhibits to this Exhibit have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Registrant hereby agrees to furnish supplementally a copy of any omitted annex, schedule or exhibit to the SEC upon request.

+ Previously filed and incorporated herein by reference.

^ Certain confidential portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K.

# Indicates a management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this Current Report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: November 6, 2026

AGILITY ROBOTICS, INC.

By: /s/ Michael Beer
Name: Michael Beer
Title: Chief Financial Officer

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DOMESTICATION OF "CHURCHILL CAPITAL CORP XI", FILED IN THIS OFFICE THE SECOND DAY OF NOVEMBER, A.D. 2026, AT 11:40 O'CLOCK A.M.



C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

10825830 8100D
SR# 20264882354
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 205612695
Date: 11-02-26

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:40AM 11/02/2026
FILED 11:40AM 11/02/2026
SR 20264882354 - FileNumber 10825830

CERTIFICATE OF DOMESTICATION OF
CHURCHILL CAPITAL CORP XI

The undersigned being the duly authorized and elected Chief Executive Officer of Churchill Capital Corp XI, a Cayman Islands exempted company, which intends to domesticate as a Delaware corporation pursuant to this Certificate of Domestication (the **"Company")** and in accordance with the provisions of Section 388 of Title 8 of the Delaware Code DOES HEREBY CERTIFY:

FIRST: The Company was first formed on June 4, 2025, under the laws of the Cayman Islands.

SECOND: The name of the Company immediately prior to the filing of this Certificate of Domestication was "Churchill Capital Corp XI".

THIRD: The name of the Company as set forth in its certificate of incorporation to be filed with the Secretary of State of the State of Delaware is "Agility Robotics, Inc."

FOURTH: The jurisdiction that constituted the seat, siege social, principal place of business or central administration of the Company immediately prior to the filing of this Certificate of Domestication was the Cayman Islands.

FIFTH: The domestication has been approved in the manner provided for by the document, instrument, agreement or other writing, as the case may be, governing the internal affairs of the Company and the conduct of its business or by applicable non-Delaware law, as appropriate.

SIXTH: All provisions of the plan of domestication adopted in accordance with subsection (1) of Section 388 of the Delaware General Corporation Law have been approved prior to the effectiveness of this Certificate of Domestication in accordance with all applicable non-United States Law, including any approval required under non-United States law for the authorization of the type of corporate action specified in such plan of domestication.

* * * * *

IN WITNESS WHEREOF, the undersigned, being the Chief Executive Officer and being duly authorized to sign this Certificate of Domestication on behalf of the entity has made, signed and sealed this Certificate of Domestication on this 2nd day of November, 2026.

CHURCHILL CAPITAL CORP XI

By: /s/ Michael Klein
Name: Michael Klein
Title: Chief Executive Officer

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "AGILITY ROBOTICS, INC." FILED IN THIS OFFICE ON THE SECOND DAY OF NOVEMBER, A.D. 2026, AT 11:40 O'CLOCK A.M.





Charuni Patibanda-Sanchez, Secretary of State

10825830 8100D
SR# 20264882354
You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 205612695
Date: 11-02-26

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:40AM 11/02/2026
FILED 11:40AM 11/02/2026
SR 20264882354 - File Number 10825830

CERTIFICATE OF INCORPORATION
OF
AGILITY ROBOTICS, INC.

ARTICLE I

The name of the corporation is Agility Robotics, Inc. (the "Corporation").

ARTICLE II

The address of the Corporation's registered office in the State of Delaware is 1201 N Market Street, Suite 2300, Wilmington, DE 19801 County of New Castle, and the name of its registered agent at such address is ATA Corporate Services, LLC.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL") as it now exists or may hereafter be amended and supplemented. The Corporation is being incorporated in connection with the domestication and continuation of Churchill Capital Corp XI, a Cayman Islands exempted company limited by shares ("Churchill"), as a Delaware corporation pursuant to Section 388 of the DGCL, and this Certificate of Incorporation is being filed simultaneously with the Certificate of Corporate Domestication of Churchill (the "Certificate of Domestication").

ARTICLE IV

The Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of capital stock which the Corporation shall have authority to issue is 950,000,000. The total number of shares of Common Stock that the Corporation is authorized to issue is 900,000,000, having a par value of $0.0001 per share, and the total number of shares of Preferred Stock that the Corporation is authorized to issue is 50,000,000, having a par value of $0.0001 per share.

Immediately prior to the filing of the Certificate of Domestication and this Certificate of Incorporation, the sole holder of the issued and outstanding Class B Ordinary Shares, $0.0001 par value per share, of Churchill shall cause such Class B Ordinary Shares to be converted, on a one-for-one basis, into Class A Ordinary Shares, $0.0001 par value per share, of Churchill ("Class A Ordinary Share"). Thereafter, upon the filing of the Certificate of Domestication and this Certificate of Incorporation, each issued and outstanding Class A Ordinary Share shall convert automatically, on a one-for-one basis, into one share of Common Stock, without any action required on the part of the Corporation or the holders thereof.

ARTICLE V

The designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation are as follows:

A. COMMON STOCK.

1. General. The voting, dividend, liquidation and other rights and powers of the Common Stock are subject to and qualified by the rights, powers and preferences of any series of Preferred Stock as may be designated by the Board of Directors of the Corporation (the "Board of Directors") and outstanding from time to time.

2. Voting. Except as otherwise provided herein or expressly required by law, each holder of Common Stock, as such, shall be entitled to vote on each matter submitted to a vote of stockholders and shall be entitled to one (I) vote for each share of Common Stock held of record by such holder as of the record date for determining stockholders entitled to vote on such matter. Except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Certificate of Designation (as defined below)) that relates solely to the rights, powers, preferences (or the qualifications, limitations or restrictions thereof) or other terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Certificate of Designation) or pursuant to the DGCL.

Subject to the rights of any holders of any outstanding series of Preferred Stock, the number of authorized shares of Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the requisite vote of the stockholders entitled to vote thereon, voting as a single class, irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto).

3. Dividends. Subject to applicable law and the rights and preferences of any holders of any outstanding series of Preferred Stock, the holders of Common Stock, as such, shall be entitled to the payment of dividends on the Common Stock when, as and if declared by the Board of Directors in accordance with applicable law.

4. Liquidation. Subject to the rights and preferences of any holders of any shares of any outstanding series of Preferred Stock, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the funds and assets of the Corporation that may be legally distributed to the Corporation's stockholders shall be distributed among the holders of the then outstanding Common Stock pro rata in accordance with the number of shares of Common Stock held by each such holder.

B. PREFERRED STOCK

Shares of Preferred Stock may be issued from time to time in one or more series, each of such series to have such terms as stated or expressed herein and in the resolution or resolutions providing for the creation and issuance of such series adopted by the Board of Directors as hereinafter provided.

Authority is hereby expressly granted to the Board of Directors from time to time to issue the Preferred Stock in one or more series, and in connection with the creation of any such series, by adopting a resolution or resolutions providing for the issuance of the shares thereof and by filing a certificate of designation relating thereto in accordance with the DGCL (a "Certificate of Designation"), to determine and fix the number of shares of such series and such voting powers, full or limited, or no voting powers, and such designations, preferences and relative participating, optional or other special rights, and qualifications, limitations or restrictions thereof, including without limitation thereof, dividend rights, conversion rights, redemption privileges and liquidation preferences, and to increase or decrease (but not below the number of shares of such series then outstanding) the number of shares of any series as shall be stated and expressed in such resolutions, all to the fullest extent now or hereafter permitted by the DGCL. Without limiting the generality of the foregoing, the resolution or resolutions providing for the creation and issuance of any series of Preferred Stock may provide that such series shall be superior or rank equally or be junior to any other series of Preferred Stock to the extent permitted by law and this Certificate of Incorporation (including any Certificate of Designation). Except as otherwise required by law, holders of any series of Preferred Stock shall be entitled only to such voting rights, if any, as shall expressly be granted thereto by this Certificate of Incorporation (including any Certificate of Designation).

The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto).

ARTICLE VI

For the management of the business and for the conduct of the affairs of the Corporation it is further provided that:

A. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, the directors of the Corporation shall be classified with respect to the time for which they severally hold office into three classes, designated as Class I, Class II and Class III. The initial Class I directors shall serve for a term expiring at the first annual meeting of stockholders following the initial registration of the Corporation's Common Stock pursuant to the Securities Exchange Act of 1934, as amended; the initial Class II directors shall serve for a term expiring at the second annual meeting of stockholders following such registration; and the initial Class III directors shall serve for a term expiring at the third annual meeting of stockholders following such registration. At each annual meeting of stockholders of the Corporation beginning with the first annual meeting of stockholders following the Effective Time, subject to any special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, the successors of the class of directors whose term expires at that meeting shall be elected to hold office for a term expiring at the annual meeting of stockholders held in the third year following the year of their election. Each director shall hold office until his or her successor is duly elected and qualified or until his or her earlier death, resignation, disqualification or removal. No decrease in the number of directors shall shorten the term of any incumbent director. The Board of Directors is authorized to designate members of the Board of Directors already in office as Class I, Class II or Class III directors.

B. Except as otherwise expressly provided by the DGCL or this Certificate of Incorporation, the business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed exclusively by one or more resolutions adopted from time to time by the Board of Directors.

C. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, the Board of Directors or any individual director may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least two-thirds of the voting power of all of the then outstanding shares of voting stock of the Corporation entitled to vote at an election of directors.

D. Subject to the special rights of the holders of one or more outstanding series of Preferred Stock to elect directors, except as otherwise provided by law, any vacancies on the Board of Directors resulting from death, resignation, disqualification, retirement, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall be filled exclusively by the affirmative vote of a majority of the directors then in office, even though less than a quorum, or by a sole remaining director (other than any directors elected by the separate vote of one or more outstanding series of Preferred Stock), and shall not be filled by the stockholders. Any director appointed in accordance with the preceding sentence shall hold office until the expiration of the term of the class to which such director shall have been appointed or until his or her earlier death, resignation, retirement, disqualification or removal.

E. Whenever the holders of any one or more series of Preferred Stock issued by the Corporation shall have the right, voting separately as a series or separately as a class with one or more such other series, to elect directors at an annual or special meeting of stockholders, the election, term of office, removal and other features of such directorships shall be governed by the terms of this Certificate of Incorporation (including any Certificate of Designation). Notwithstanding anything to the contrary in this Article VI, the number of directors that may be elected by the holders of any such series of Preferred Stock shall be in addition to the number fixed pursuant to paragraph B of this Article VI, and the total number of directors constituting the whole Board of Directors shall be automatically adjusted accordingly. Except as otherwise provided in the Certificate of Designation(s) in respect of one or more series of Preferred Stock, whenever the holders of any series of Preferred Stock having such right to elect additional directors are divested of such right pursuant to the provisions of such Certificate of Designation(s), the terms of office of all such additional directors elected by the holders of such series of Preferred Stock, or elected to fill any vacancies resulting from the death, resignation, disqualification or removal of such additional directors, shall forthwith terminate (in which case each such director thereupon shall cease to be qualified as, and shall cease to be, a director) and the total authorized number of directors of the Corporation shall automatically be reduced accordingly.

F. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to adopt, amend or repeal Bylaws of the Corporation. In addition to any vote of the holders of any class or series of stock of the Corporation required by applicable law or by this Certificate of Incorporation (including any Certificate of Designation in respect of one or more series of Preferred Stock) or the Bylaws of the Corporation, the adoption, amendment or repeal of the Bylaws of the Corporation by the stockholders of the Corporation shall require the affirmative vote of the holders of at least two-thirds of the voting power of all of the then outstanding shares of voting stock of the Corporation entitled to vote generally in an election of directors.

G. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

ARTICLE VII

A. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at an annual or special meeting of stockholders of the Corporation, and may not be effected by written consent in lieu of a meeting. Notwithstanding the foregoing, any action required or permitted to be taken by the holders of any series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable Certificate of Designation relating to such series of Preferred Stock, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares of the relevant series of Preferred Stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation in accordance with the applicable provisions of the DGCL.

B. Subject to the special rights of the holders of one or more series of Preferred Stock, special meetings of stockholders of the Corporation may be called, for any purpose or purposes, at any time only by or at the direction of the Board of Directors and shall not be called by any other person or persons.

C. Advance notice of stockholder nominations for the election of directors and of other business proposed to be brought by stockholders before any meeting of stockholders of the Corporation shall be given in the manner and to the extent provided in the Bylaws of the Corporation.

ARTICLE VIII

No director or officer of the Corporation shall have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director or officer, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL as the same exists or hereafter may be amended. Any amendment, repeal or modification of this Article VIII, or the adoption of any provision of this Certificate of lncorporation inconsistent with this Article VIII, shall not adversely affect any right or protection of a director or officer of the Corporation with respect to any act or omission occurring prior to such amendment, repeal, modification or adoption. If the DGCL is amended after approval by the stockholders of this Article VIII to authorize corporate action further eliminating or limiting the personal liability of directors or officers, then the liability of a director or officer of the Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

ARTICLE IX

The Corporation shall have the power to provide rights to indemnification and advancement of expenses to its current and former officers, directors, employees and agents and to any person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

ARTICLE X

Unless the Corporation consents in writing to the selection of an alternative forum, (a) the Court of Chancery (the "Chancery Court") of the State of Delaware (or, in the event that the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action, suit or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer, other employee, agent or stockholder of the Corporation to the Corporation or to the Corporation's stockholders, (iii) any action, suit or proceeding arising pursuant to any provision of the DGCL or the bylaws of the Corporation or this Certificate of Incorporation (as either may be amended from time to time) or (iv) any action, suit or proceeding asserting a claim against the Corporation governed by the internal affairs doctrine; and (b) subject to the preceding provisions of this Article X, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act of 1933, as amended, including all causes of action asserted against any defendant to such complaint. If any action the subject matter of which is within the scope of clause (a) of the immediately preceding sentence is filed in a court other than the courts in the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (x) the personal jurisdiction of the state and federal courts in the State of Delaware in connection with any action brought in any such court to enforce the provisions of clause (a) of the immediately preceding sentence and (y) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

Any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to this Article **X.** This Article **X** is intended to benefit and may be enforced by the Corporation, its officers and directors, the underwriters to any offering giving rise to such complaint, and any other professional or entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering. Notwithstanding the foregoing, the provisions of this Article X shall not apply to suits brought to enforce any liability or duty created by the Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts of the United States have exclusive jurisdiction.

If any provision or provisions of this Article X shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article **X** (including, without limitation, each portion of any paragraph of this Article **X** containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not **in** any way be affected or impaired thereby and (b) the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE XI

A. Notwithstanding anything contained in this Certificate of Incorporation to the contrary, in addition to any vote required by applicable law, the following provisions in this Certificate of Incorporation may be amended, altered, repealed or rescinded, in whole or in part, or any provision inconsistent therewith or herewith may be adopted, only by the affirmative vote of the holders of at least 66 2/3% of the total voting power of all the then outstanding shares of stock of the Corporation entitled to vote thereon, voting together as a single class: Part B of Article V, Article VI, Article VII, Article VIII, Article IX, Article X, and this Article XI.

B. If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (i) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby and (ii) to the fullest extent permitted by applicable law, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service to or for the benefit of the Corporation to the fullest extent permitted by law.

ARTICLE XII

The name and mailing address of the incorporator of the Corporation is as follows:

Michael Klein
640 5th Avenue, 14th Floor
New York, NY 10019

[Signature Page Follows]

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Incorporation to be signed on this 2nd day of November, 2026.

AGILITY ROBOTICS, INC.

By: /s/ Michael Klein
Name: Michael Klein
Title: Incorporator

Bylaws of
Agility Robotics, Inc.
(a Delaware corporation)
as of November 2, 2026

Table of Contents

		Page
Article I - Corporate Offices		1
1.1	Registered Office	1
1.2	Other Offices	1
Article II - Meetings of Stockholders		1
2.1	Place of Meetings	1
2.2	Annual Meeting	1
2.3	Special Meeting	1
2.4	Notice of Business to be Brought before a Meeting	2
2.5	Notice of Nominations for Election to the Board of Directors	6
2.6	Additional Requirements for Valid Nomination of Candidates to Serve as Director and, if Elected, to be Seated as Directors	9
2.7	Notice of Stockholders' Meetings	11
2.8	Quorum	11
2.9	Adjourned Meeting; Notice	11
2.10	Conduct of Business	12
2.11	Voting	12
2.12	Record Date for Stockholder Meetings and Other Purposes	12
2.13	Proxies	13
2.14	List of Stockholders Entitled to Vote	13
2.15	Inspectors of Election	13
2.16	Delivery to the Corporation	13
Article III - Directors		14
3.1	Powers	14
3.2	Number of Directors	14
3.3	Election, Qualification and Term of Office of Directors	14
3.4	Resignation and Vacancies	14
3.5	Place of Meetings; Meetings by Telephone	14
3.6	Regular Meetings	15
3.7	Special Meetings; Notice	15
3.8	Quorum	15
3.9	Board Action without a Meeting	15
3.10	Fees and Compensation of Directors	16
Article IV - Committees		16
4.1	Committees of Directors	16
4.2	Committee Minutes	16
4.3	Meetings and Actions of Committees	16
4.4	Subcommittees	17
Article V - Officers		17
5.1	Officers	17
5.2	Appointment of Officers	17

TABLE OF CONTENTS
(continued)

		Page
5.3	Subordinate Officers	17
5.4	Removal and Resignation of Officers	17
5.5	Vacancies in Offices	18
5.6	Representation of Shares of Other Corporations	18
5.7	Authority and Duties of Officers	18
5.8	Compensation.	18
Article VI - Records		18
Article VII - General Matters		19
7.1	Execution of Corporate Contracts and Instruments	19
7.2	Stock Certificates	19
7.3	Special Designation of Certificates.	19
7.4	Lost Certificates	20
7.5	Shares Without Certificates	20
7.6	Construction; Definitions	20
7.7	Dividends	20
7.8	Fiscal Year	20
7.9	Seal	20
7.10	Transfer of Stock	20
7.11	Stock Transfer Agreements	21
7.12	Registered Stockholders	21
7.13	Lock-Up	21
7.14	Waiver of Notice	23
Article VIII - Notice		23
8.1	Delivery of Notice; Notice by Electronic Transmission	23
Article IX - Indemnification		24
9.1	Indemnification of Directors and Officers	24
9.2	Indemnification of Others	25
9.3	Prepayment of Expenses	25
9.4	Determination; Claim	25
9.5	Non-Exclusivity of Rights	25
9.6	Insurance	25
9.7	Other Indemnification	26
9.8	Continuation of Indemnification	26
9.9	Amendment or Repeal; Interpretation	26
Article X - Amendments		27
Article XI - Forum Selection		27
Article XII – Definitions		28

Bylaws of
Agility Robotics, Inc.

Article I - Corporate Offices

1.1 Registered Office.

The address of the registered office of Agility Robotics, Inc. (the "Corporation") in the State of Delaware, and the name of its registered agent at such address, shall be as set forth in the Corporation's certificate of incorporation, as the same may be amended and/or restated from time to time (the "Certificate of Incorporation").

1.2 Other Offices.

The Corporation may have additional offices at any place or places, within or outside the State of Delaware, as the Corporation's board of directors (the "Board") may from time to time establish or as the business of the Corporation may require.

Article II - Meetings of Stockholders

2.1 Place of Meetings.

Meetings of stockholders shall be held at any place within or outside the State of Delaware, designated by the Board. The Board may, in its sole discretion, determine that a meeting of stockholders shall not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 211(a)(2) of the General Corporation Law of the State of Delaware (the "DGCL"). In the absence of any such designation or determination, stockholders' meetings shall be held at the Corporation's principal executive office.

2.2 Annual Meeting.

The Board shall designate the date and time of the annual meeting of stockholders. At the annual meeting of stockholders, directors shall be elected and other proper business properly brought before the meeting in accordance with Section 2.4 of these bylaws may be transacted. The Board may postpone, reschedule or cancel any previously scheduled annual meeting of stockholders.

2.3 Special Meeting.

Special meetings of stockholders may be called only by such persons and only in such manner as set forth in the Certificate of Incorporation.

No business may be transacted at any special meeting of stockholders other than the business specified in the notice of such meeting. The Board may postpone, reschedule or cancel any previously scheduled special meeting of stockholders.

2.4 Notice of Business to be Brought before a Meeting.

(a) At an annual meeting of the stockholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business must be (i) specified in a notice of meeting given by or at the direction of the Board of Directors, (ii) if not specified in a notice of meeting, otherwise brought before the meeting by or at the direction of the Board of Directors or the Chairman of the Board or (iii) otherwise properly brought before the meeting by a stockholder present in person who (A) (1) was a record owner of shares of capital stock of the Corporation both at the time of giving the notice provided for in this Section 2.4 and at the time of the meeting, (2) is entitled to vote at the meeting, and (3) has complied with this Section 2.4 in all applicable respects or (B) properly made such proposal in accordance with Rule 14a-8 under the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (as so amended and inclusive of such rules and regulations, the "Exchange Act"). The foregoing clause (iii) shall be the exclusive means for a stockholder to propose business to be brought before an annual meeting of the stockholders. The only matters that may be brought before a special meeting are the matters specified in the notice of meeting given by or at the direction of the person calling the meeting pursuant to Section 2.7, and stockholders shall not be permitted to propose business to be brought before a special meeting of the stockholders. For purposes of this Section 2.4, "present in person" shall mean that the stockholder proposing that the business be brought before the annual meeting of the Corporation, or a qualified representative of such proposing stockholder, appear at such annual meeting, either in person or by means of remote communication. A "qualified representative" of such proposing stockholder shall be a duly authorized officer, manager or partner of such stockholder or any other person authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at or before the meeting of stockholders in writing or by electronic transmission. Stockholders seeking to nominate persons for election to the Board of Directors must comply with Section 2.5 and Section 2.6 and this Section 2.4 shall not be applicable to nominations except as expressly provided in Section 2.5 and Section 2.6.

(b) Without qualification, for business to be properly brought before an annual meeting by a stockholder, the stockholder must (i) provide Timely Notice (as defined below) thereof in writing and in proper form to the Secretary of the Corporation and (ii) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.4. To be timely, a stockholder's notice must be delivered to, or mailed and received at, the principal executive offices of the Corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the one-year anniversary of the preceding year's annual meeting which, in the case of the first annual meeting of stockholders following the closing of the business combination contemplated by the Agreement and Plan of Merger, dated as of June 24, 2026, by and among the Corporation, Churchill Capital Corp XI, a Cayman Islands exempted company (which shall transfer by way of continuation and domesticate as a Delaware corporation prior to the Closing), BLB Merger Sub, Inc., a Delaware corporation and wholly-owned subsidiary of Churchill Capital Corp XI; the date of the preceding year's annual meeting shall be deemed to be; *provided, however*, that if the date of the annual meeting is more than thirty (30) days before or more than sixty (60) days after such anniversary date, notice by the stockholder to be timely must be so delivered, or mailed and received, not more than the hundred twentieth (120^{th}) day prior to such annual meeting and not later than (i) the ninetieth (90^{th}) day prior to such annual meeting or, (ii) if later, the tenth (10^{th}) day following the day on which public disclosure of the date of such annual meeting was first made by the Corporation (such notice within such time periods, "Timely Notice"). In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of Timely Notice as described above.

(c) To be in proper form for purposes of this Section 2.4, a stockholder's notice to the Secretary shall set forth:

(i) As to each Proposing Person (as defined below), (A) the name and address of such Proposing Person (including, if applicable, the name and address that appear on the Corporation's books and records), (B) the class or series and number of shares of capital stock of the Corporation that are, directly or indirectly, owned of record or beneficially owned (within the meaning of Rule 13d-3 under the Exchange Act) by such Proposing Person, except that such Proposing Person shall in all events be deemed to beneficially own any shares of any class or series of capital stock of the Corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future, (C) the date or dates such shares were acquired, (D) the investment intent of such acquisition and (E) any pledge by such Proposing Person with respect to any of such shares (the disclosures to be made pursuant to the foregoing clauses (A) through (E) are referred to as "Stockholder Information");

(ii) As to each Proposing Person,

(A) the material terms and conditions of any "derivative security" (as such term is defined in Rule 16a-1(c) under the Exchange Act) that constitutes a "call equivalent position" (as such term is defined in Rule 16a-1(b) under the Exchange Act) or a "put equivalent position" (as such term is defined in Rule 16a-1(h) under the Exchange Act) or other derivative or synthetic arrangement in respect of any class or series of shares of capital stock of the Corporation ("Synthetic Equity Position") that is, directly or indirectly, held or maintained by, held for the benefit of, or involving such Proposing Person, including, without limitation,

(1) any option, warrant, convertible security, stock appreciation right, future or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of capital stock of the Corporation or with a value derived in whole or in part from the value of any shares of any class or series of shares of capital stock of the Corporation,

(2) any derivative or synthetic arrangement having the characteristics of a long position or a short position in any class or series of shares of capital stock of the Corporation, including, without limitation, a stock loan transaction, a stock borrow transaction, or a share repurchase transaction or

(3) any contract, derivative, swap or other transaction or series of transactions designed to

(x) produce economic benefits and risks that correspond substantially to the ownership of any class or series of shares of capital stock of the Corporation,

(y) mitigate any loss relating to, reduce the economic risk (of ownership or otherwise) of, or manage the risk of share price decrease in, any class or series of shares of capital stock of the Corporation, or

(z) increase or decrease the voting power in respect of any class or series of shares of capital stock of the Corporation held or maintained by, held for the benefit of, or involving such Proposing Person, including, without limitation, due to the fact that the value of such contract, derivative, swap or other transaction or series of transactions is determined by reference to the price, value or volatility of any class or series of shares of capital stock of the Corporation, whether or not such instrument, contract or right shall be subject to settlement in the underlying class or series of shares of capital stock of the Corporation, through the delivery of cash or other property, or otherwise, and without regard to whether the holder thereof may have entered into transactions that hedge or mitigate the economic effect of such instrument, contract or right, or any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the price or value of any shares of any class or series of shares of capital stock of the Corporation;

provided that, for the purposes of the definition of "Synthetic Equity Position," the term "derivative security" shall also include any security or instrument that would not otherwise constitute a "derivative security" as a result of any feature that would make any conversion, exercise or similar right or privilege of such security or instrument becoming determinable only at some future date or upon the happening of a future occurrence, in which case the determination of the amount of securities into which such security or instrument would be convertible or exercisable shall be made assuming that such security or instrument is immediately convertible or exercisable at the time of such determination; *and, provided, further, that* any Proposing Person satisfying the requirements of Rule 13d-1(b)(1) under the Exchange Act (other than a Proposing Person that so satisfies Rule 13d-1(b)(1) under the Exchange Act solely by reason of Rule 13d-1(b)(1)(ii)(E)) shall not be deemed to hold or maintain the notional amount of any securities that underly any Synthetic Equity Position that is, directly or indirectly, held or maintained by, held for the benefit of, or involving such Proposing Person as a hedge with respect to a bona fide derivatives trade or position of such Proposing Person arising in the ordinary course of such Proposing Person's business as a derivatives dealer,

(B) a description of any agreement, arrangement or understanding with respect to any rights to dividends on the shares of any class or series of shares of capital stock of the Corporation owned beneficially by such Proposing Person that are separated or separable pursuant to such agreement, arrangement or understanding from the underlying shares of capital stock of the Corporation,

(C) any material pending or threatened legal proceeding in which such Proposing Person is a party or material participant involving the Corporation or any of its officers or directors, or any affiliate of the Corporation,

(D) any other material relationship between such Proposing Person, on the one hand, and the Corporation or any affiliate of the Corporation, on the other hand,

(E) any direct or indirect material interest in any material contract or agreement of such Proposing Person with the Corporation or any affiliate of the Corporation (including, in any such case, any employment agreement, collective bargaining agreement or consulting agreement),

(F) any proportionate interest in shares of capital stock of the Corporation or a Synthetic Equity Position held, directly or indirectly, by a general or limited partnership, limited liability company or similar entity in which any such Proposing Person (1) is a general partner or, directly or indirectly, beneficially owns an interest in a general partner of such general or limited partnership or (2) is the manager, managing member or, directly or indirectly, beneficially owns an interest in the manager or managing member of such limited liability company or similar entity,

(G) a representation that such Proposing Person intends or is part of a group, as defined by Section 13d-3 of the Exchange Act, that intends to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or otherwise solicit proxies or votes from stockholders in support of such proposal, and

(H) any other information relating to such Proposing Person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies or consents by such Proposing Person in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act,

(the disclosures to be made pursuant to the foregoing clauses (A) through (H) are referred to as "Disclosable Interests"); *provided*, *however*, that Disclosable Interests shall not include any such disclosures with respect to the ordinary course business activities of any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these bylaws on behalf of a beneficial owner; and

(iii) As to each item of business that the stockholder proposes to bring before the annual meeting, (A) a brief description of the business desired to be brought before the annual meeting, the reasons for conducting such business at the annual meeting and any material interest in such business of each Proposing Person, (B) the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend the bylaws, the language of the proposed amendment), (C) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Proposing Persons or (y) between or among any Proposing Person and any other record or beneficial holder(s) or persons(s) who have a right to acquire beneficial ownership at any time in the future of the shares of any class or series of capital stock of the Corporation (including their names) in connection with the proposal of such business by such stockholder, and (D) any other information relating to such item of business that would be required to be disclosed in a proxy statement or other filing required to be made in connection with solicitations of proxies in support of the business proposed to be brought before the meeting pursuant to Section 14(a) of the Exchange Act; *provided*, *however*, that the disclosures required by this paragraph (iii) shall not include any disclosures with respect to any broker, dealer, commercial bank, trust company or other nominee who is a Proposing Person solely as a result of being the stockholder directed to prepare and submit the notice required by these bylaws on behalf of a beneficial owner.

For purposes of this Section 2.4, the term "*Proposing Person"* shall mean (i) the stockholder providing the notice of business proposed to be brought before an annual meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the business proposed to be brought before the annual meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation.

(d) The Board of Directors may request that any Proposing Person furnish such additional information as may be reasonably required by the Board of Directors. Such Proposing Person shall provide such additional information within ten (10) days after it has been requested by the Board of Directors.

(e) A Proposing Person shall update and supplement its notice to the Corporation of its intent to propose business at an annual meeting, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.4 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any proposal or to submit any new proposal, including by changing or adding matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(f) Notwithstanding anything in these bylaws to the contrary, no business shall be conducted at an annual meeting that is not properly brought before the meeting in accordance with this Section 2.4. The presiding officer of the meeting (or, in advance of any meeting of stockholders, the Board of Directors or an authorized committee thereof) shall, if the facts warrant, determine that the business was not properly brought before the meeting in accordance with this Section 2.4, and if he or she should so determine, he or she shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted.

(g) This Section 2.4 is expressly intended to apply to any business proposed to be brought before an annual meeting of stockholders other than any proposal made in accordance with Rule 14a-8 under the Exchange Act and included in the Corporation's proxy statement. In addition to the requirements of this Section 2.4 with respect to any business proposed to be brought before an annual meeting, each Proposing Person shall comply with all applicable requirements of the Exchange Act with respect to any such business. Nothing in this Section 2.4 shall be deemed to affect the rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(h) For purposes of these bylaws, "*public disclosure*" shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act and the rules and regulations thereunder.

2.5 Notice of Nominations for Election to the Board of Directors.

(a) Nominations of any person for election to the Board of Directors at an annual meeting or at a special meeting (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting) may be made at such meeting only (i) by or at the direction of the Board of Directors, including by any committee or persons authorized to do so by the Board of Directors or these bylaws, or (ii) by a stockholder present in person who (A) was a record owner of shares of capital stock of the Corporation both at the time of giving the notice provided for in this Section 2.5 and at the time of the meeting, (B) is entitled to vote at the meeting, and (C) has complied with this Section 2.5 and Section 2.6 as to such notice and nomination. For purposes of this Section 2.5, "present in person" shall mean that the stockholder nominating any person for election to the Board of Directors at the meeting of the Corporation, or a qualified representative of such stockholder, appear at such meeting, either in person or by means of remote communication. A "qualified representative" of such proposing stockholder shall be a duly authorized officer, manager or partner of such stockholder or any other person authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at or before the meeting of stockholders in writing or by electronic transmission. The foregoing clause (ii) shall be the exclusive means for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting or special meeting.

(b) (i) Without qualification, for a stockholder to make any nomination of a person or persons for election to the Board of Directors at an annual meeting, the stockholder must (1) provide Timely Notice (as defined in Section 2.4) thereof in writing and in proper form to the Secretary of the Corporation, (2) provide the information, agreements and questionnaires with respect to each Nominating Person (as defined below) and its candidate for nomination as required to be set forth by this Section 2.5 and Section 2.6 and (3) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.5 and Section 2.6.

(ii) Without qualification, if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling a special meeting, then for a stockholder to make any nomination of a person or persons for election to the Board of Directors at a special meeting, the stockholder must (A) provide timely notice thereof in writing and in proper form to the Secretary of the Corporation at the principal executive offices of the Corporation, (B) provide the information with respect to each Nominating Person and its candidate for nomination as required by this Section 2.5 and Section 2.6 and (C) provide any updates or supplements to such notice at the times and in the forms required by this Section 2.5. To be timely, a stockholder's notice for nominations to be made at a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Corporation not earlier than the one hundred twentieth (120^{th}) day prior to such special meeting and not later than the ninetieth (90^{th}) day prior to such special meeting or, if later, the tenth (10^{th}) day following the day on which public disclosure (as defined in Section 2.4) of the date of such special meeting was first made (such notice within such time periods, "Special Meeting Timely Notice").

(iii) In no event shall any adjournment or postponement of an annual meeting or special meeting or the announcement thereof commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(iv) In no event may a Nominating Person deliver a notice of nomination, as applicable, with respect to a greater number of director candidates than are subject to election by stockholders at the applicable meeting. If the Corporation shall, subsequent to such notice, increase the number of directors subject to election at the meeting, such notice as to any additional nominees shall be due on the later of (i) the conclusion of the time period for Timely Notice or Special Meeting Timely Notice, as applicable, or (ii) the tenth day following the date of public disclosure (as defined in Section 2.4) of such increase.

(c) To be in proper form for purposes of this Section 2.5, a stockholder's notice to the Secretary shall set forth:

(i) As to each Nominating Person, the Stockholder Information (as defined in Section 2.4(c)(i), except that for purposes of this Section 2.5 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.4(c)(i));

(ii) As to each Nominating Person, any Disclosable Interests (as defined in Section 2.4(c)(ii), except that for purposes of this Section 2.5 the term "Nominating Person" shall be substituted for the term "Proposing Person" in all places it appears in Section 2.4(c)(ii) and the disclosure with respect to the business to be brought before the meeting in Section 2.4(c)(ii) shall be made with respect to the nomination proposed to be made at the meeting); and provided that, in lieu of including the information set forth in Section 2.4(c)(ii)(G), the Nominating Person's notice for purposes of this Section 2.5 shall include a representation as to whether the Nominating Person intends or is part of a group that intends to deliver a proxy statement and solicit the holders of shares representing at least 66 2/3% of the voting power of shares entitled to vote on the election of directors in support of director nominees other than the Corporation's nominees in accordance with Rule 14a-19 promulgated under the Exchange Act; and

(iii) As to each candidate whom a Nominating Person proposes to nominate for election as a director, (A) all information relating to such candidate for nomination that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14(a) of the Exchange Act (including such candidate's written consent to being named in a proxy statement and accompanying proxy card relating to the Corporation's next meeting of stockholders at which directors are to be elected and to serving as a director for a full term if elected), (B) a description of any direct or indirect material interest in any material contract or agreement between or among any Nominating Person, on the one hand, and each candidate for nomination or his or her respective associates (as defined in Rule 14a-1(a) promulgated under the Exchange Act) or any other participants (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) in such solicitation, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 under Regulation S-K if such Nominating Person were the "registrant" for purposes of such rule and the candidate for nomination were a director or executive officer of such registrant and (C) a completed and signed questionnaire, representation and agreement as provided in Section 2.6(a).

For purposes of this Section 2.5, the term "Nominating Person" shall mean (i) the stockholder providing the notice of the nomination proposed to be made at the meeting, (ii) the beneficial owner or beneficial owners, if different, on whose behalf the notice of the nomination proposed to be made at the meeting is made, and (iii) any participant (as defined in paragraphs (a)(ii)-(vi) of Instruction 3 to Item 4 of Schedule 14A) with such stockholder in such solicitation.

(d) The Board of Directors may request that any Nominating Person furnish such additional information as may be reasonably required by the Board of Directors. Such Nominating Person shall provide such additional information within ten (10) days after it has been requested by the Board of Directors.

(e) A stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice or the materials delivered pursuant to this Section 2.5, as applicable, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.5 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any nomination, including by changing or adding nominees, or to submit any new nomination, or submit any new proposal, matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(f) In addition to the requirements of this Section 2.5 with respect to any nomination proposed to be made at a meeting, each Nominating Person shall comply with all applicable requirements of the Exchange Act with respect to any such nominations. Notwithstanding the foregoing provisions of this Section 2.5, unless otherwise required by law, (i) no Nominating Person shall solicit proxies in support of director nominees other than the Corporation's nominees unless such Nominating Person has, or is part of a group that has, complied with Rule 14a-19 promulgated under the Exchange Act in connection with the solicitation of such proxies, including the provision to the Corporation of notices required thereunder, in accordance with the time frames required in this Section 2.5 or by Rule 14a-19 promulgated under the Exchange Act, as applicable, and (ii) if (1) any Nominating Person provides notice in accordance with Rule 14a-19(b) promulgated under the Exchange Act and (2) (x) such notice in accordance with Rule 14a-19(b) is not provided within the time period for Timely Notice or Special Meeting Timely Notice, as applicable, (y) such Nominating Person subsequently fails to comply with the requirements of Rule 14a-19(a)(2) or Rule 14a-19(a)(3) promulgated under the Exchange Act or (z) such Nominating Person fails to timely provide reasonable evidence sufficient to satisfy the Corporation that such Nominating Person has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act in accordance with the following sentence, then the nomination of such Nominating Person's proposed nominees shall be disregarded, notwithstanding that each such nominee is included as a nominee in the Corporation's proxy statement, notice of meeting or other proxy materials for any meeting of stockholders (or any supplement thereto) and notwithstanding that proxies or votes in respect of the election of such proposed nominees may have been received by the Corporation (which proxies and votes shall be disregarded). If any Nominating Person provides notice in accordance with Rule 14a-19(b) promulgated under the Exchange Act, such Nominating Person shall deliver to the Corporation, no later than seven (7) business days prior to the applicable meeting, reasonable evidence that it has met the requirements of Rule 14a-19(a)(3) promulgated under the Exchange Act.

2.6 Additional Requirements for Valid Nomination of Candidates to Serve as Director and, if Elected, to be Seated as Directors.

(a) To be eligible to be a candidate for election as a director of the Corporation at an annual or special meeting, a candidate must be nominated in the manner prescribed in Section 2.5 and the candidate for nomination, whether nominated by the Board of Directors or by a stockholder of record, must have previously delivered**,** to the Secretary at the principal executive offices of the Corporation, (i) a completed written questionnaire (in the form provided by the Corporation within ten (10) days upon written request of any stockholder of record therefor) with respect to the background, qualifications, stock ownership and independence of such proposed nominee and (ii) a written representation and agreement (in the form provided by the Corporation within ten (10) days upon written request of any stockholder of record therefor) that such candidate for nomination (A) is not and, if elected as a director during his or her term of office, will not become a party to (1) any agreement, arrangement or understanding with, and has not given and will not give any commitment or assurance to, any person or entity as to how such proposed nominee, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") or (2) any Voting Commitment that could limit or interfere with such proposed nominee's ability to comply, if elected as a director of the Corporation, with such proposed nominee's fiduciary duties under applicable law, (B) is not, and will not become a party to, any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation or reimbursement for service as a director that has not been disclosed therein, (C) if elected as a director of the Corporation, will comply with all applicable corporate governance, conflict of interest, confidentiality, stock ownership and trading and other policies and guidelines of the Corporation applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the Secretary of the Corporation shall provide to such candidate for nomination all such policies and guidelines then in effect), and (D) if elected as a director of the Corporation, intends to serve the entire term until the next meeting at which such candidate would face re-election.

(b) The Board of Directors may also require any proposed candidate for nomination as a director to furnish such other information related to such candidate's eligibility or qualification to serve as a director as may reasonably be requested by the Board of Directors in writing prior to the meeting of stockholders at which such candidate's nomination is to be acted upon. Without limiting the generality of the foregoing, the Board of Directors may request such other information in order for the Board of Directors to determine the eligibility of such candidate for nomination to be an independent director of the Corporation or to comply with the director qualification standards and additional selection criteria in accordance with the Corporation's Corporate Governance Guidelines. Such other information shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the request by the Board of Directors has been delivered to, or mailed and received by, the Nominating Person**.**

(c) A candidate for nomination as a director shall further update and supplement the materials delivered pursuant to this Section 2.6, if necessary, so that the information provided or required to be provided pursuant to this Section 2.6 shall be true and correct as of the record date for stockholders entitled to vote at the meeting and as of the date that is ten (10) business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the Secretary at the principal executive offices of the Corporation not later than five (5) business days after the record date for stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight (8) business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof). For the avoidance of doubt, the obligation to update and supplement as set forth in this paragraph or any other Section of these bylaws shall not limit the Corporation's rights with respect to any deficiencies in any notice provided by a stockholder, extend any applicable deadlines hereunder or enable or be deemed to permit a stockholder who has previously submitted notice hereunder to amend or update any nomination or to submit any new proposal, including by changing or adding nominees, matters, business or resolutions proposed to be brought before a meeting of the stockholders.

(d) No candidate nominated pursuant to Section 2.6(a)(ii) shall be eligible for nomination as a director of the Corporation unless such candidate for nomination and the Nominating Person seeking to place such candidate's name in nomination has complied with Section 2.5 and this Section 2.6, as applicable. The presiding officer at the meeting shall, if the facts warrant, determine that a nomination was not properly made in accordance with Section 2.5 and this Section 2.6, and if he or she should so determine, he or she shall so declare such determination to the meeting, the defective nomination shall be disregarded and any ballots cast for the candidate in question (but in the case of any form of ballot listing other qualified nominees, only the ballots cast for the nominee in question) shall be void and of no force or effect.

(e) Notwithstanding anything in these bylaws to the contrary, no candidate for nomination shall be eligible to be seated as a director of the Corporation unless nominated in accordance with Section 2.5 and this Section 2.6 and elected as a director.

2.7 Notice of Stockholders' Meetings.

Unless otherwise provided by law, the Certificate of Incorporation or these bylaws, the notice of any meeting of stockholders shall be sent or otherwise given in accordance with Section 8.1 of these bylaws not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting. The notice shall specify the place, if any, date and time of the meeting, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting of stockholders, the purpose or purposes for which such meeting is called.

2.8 Quorum.

Unless otherwise provided by law, the Certificate of Incorporation or these bylaws, the holders of a majority in voting power of the stock issued and outstanding and entitled to vote, present in person, or by remote communication, if applicable, or represented by proxy, shall constitute a quorum for the transaction of business at all meetings of stockholders. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum. If, however, a quorum is not present or represented at any meeting of stockholders, then either (i) the person presiding over the meeting or (ii) a majority in voting power of the stockholders entitled to vote at the meeting, present in person, or by remote communication, if applicable, or represented by proxy, shall have power to recess the meeting or adjourn the meeting from time to time in the manner provided in Section 2.9 of these bylaws until a quorum is present or represented. At any recessed or adjourned meeting at which a quorum is present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed.

2.9 Adjourned Meeting; Notice.

When a meeting is adjourned to another time or place, unless these bylaws otherwise require, notice need not be given of the adjourned meeting if the time, place, if any, thereof, and the means of remote communications, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken or are provided in any other manner permitted by the DGCL. At any adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record entitled to vote at such meeting as of the record date so fixed for notice of such adjourned meeting.

2.10 Conduct of Business.

The date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting shall be announced at the meeting by the person presiding over the meeting. The Board may adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board, the person presiding over any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures (which need not be in writing) and to do all such acts as, in the judgment of such presiding person, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the person presiding over the meeting, may include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present (including, without limitation, rules and procedures for removal of disruptive persons from the meeting); (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies or such other persons as the person presiding over the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (v) limitations on the time allotted to questions or comments by participants. The presiding person at any meeting of stockholders, in addition to making any other determinations that may be appropriate to the conduct of the meeting (including, without limitation, determinations with respect to the administration and/or interpretation of any of the rules, regulations or procedures of the meeting, whether adopted by the Board or prescribed by the person presiding over the meeting), shall, if the facts warrant, determine and declare to the meeting that a matter of business was not properly brought before the meeting and if such presiding person should so determine, such presiding person shall so declare to the meeting and any such matter or business not properly brought before the meeting shall not be transacted or considered. Unless and to the extent determined by the Board or the person presiding over the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

2.11 Voting.

Except as may be otherwise provided in the Certificate of Incorporation, these bylaws or the DGCL, each stockholder shall be entitled to one (1) vote for each share of capital stock held by such stockholder.

Except as otherwise provided by the Certificate of Incorporation, at all duly called or convened meetings of stockholders at which a quorum is present, for the election of directors, a plurality of the votes cast shall be sufficient to elect a director. Except as otherwise provided by the Certificate of Incorporation, these bylaws, the rules or regulations of any stock exchange applicable to the Corporation, or applicable law or pursuant to any regulation applicable to the Corporation or its securities, each other matter presented to the stockholders at a duly called or convened meeting at which a quorum is present shall be decided by the affirmative vote of the holders of a majority in voting power of the votes cast (excluding abstentions and broker non-votes) on such matter.

2.12 Record Date for Stockholder Meetings and Other Purposes.

In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) days nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be the close of business on the next day preceding the day on which notice is first given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting; and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment or any rights or the stockholders entitled to exercise any rights in respect of any change, conversion or exchange of capital stock, or for the purposes of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted, and which record date shall be not more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

2.13 Proxies.

Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for such stockholder by proxy authorized by an instrument in writing or by a transmission permitted by law, including Rule 14a-19 promulgated under the Exchange Act, filed in accordance with the procedure established for the meeting, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of Section 212 of the DGCL. A proxy may be in the form of an electronic transmission which sets forth or is submitted with information from which it can be determined that the transmission was authorized by the stockholder.

Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use by the Board.

2.14 List of Stockholders Entitled to Vote.

The Corporation shall prepare, no later than the tenth day before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. The Corporation shall not be required to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of ten (10) days ending on the day before the meeting date:
(i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the Corporation's principal executive office. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. Such list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them. Except as otherwise provided by law, the stock ledger shall be the only evidence as to who are the stockholders entitled to examine the list of stockholders required by this Section 2.14 or to vote in person or by proxy at any meeting of stockholders.

2.15 Inspectors of Election.

Before any meeting of stockholders, the Corporation shall appoint an inspector or inspectors of election to act at the meeting or its adjournment and make a written report thereof. The Corporation may designate one or more persons as alternate inspectors to replace any inspector who fails to act. If any person appointed as inspector or any alternate fails to appear or fails or refuses to act, then the person presiding over the meeting shall appoint a person to fill that vacancy.

Such inspectors shall:

(i) determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting and the validity of any proxies and ballots;

(ii) count all votes or ballots;

(iii) count and tabulate all votes;

(iv) determine and retain for a reasonable period a record of the disposition of any challenges made to any determination by the inspector(s); and

(v) certify its or their determination of the number of shares represented at the meeting and its or their count of all votes and ballots.

Each inspector, before entering upon the discharge of the duties of inspector, shall take and sign an oath faithfully to execute the duties of inspection with strict impartiality and according to the best of such inspector's ability. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein. The inspectors of election may appoint such persons to assist them in performing their duties as they determine.

2.16 Delivery to the Corporation.

Whenever this Article II requires one or more persons (including a record or beneficial owner of stock) to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested, and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered. For the avoidance of doubt, the Corporation expressly opts out of Section 116 of the DGCL with respect to the delivery of information and documents to the Corporation required by this Article II.

Article III - Directors

3.1 Powers.

Except as otherwise provided by the Certificate of Incorporation or the DGCL, the business and affairs of the Corporation shall be managed by or under the direction of the Board.

3.2 Number of Directors.

Subject to the Certificate of Incorporation, the total number of directors constituting the Board shall be determined from time to time by resolution of the Board. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires.

3.3 Election, Qualification and Term of Office of Directors.

Except as provided in Section 3.4 of these bylaws, and subject to the Certificate of Incorporation, each director, including a director elected to fill a vacancy or newly created directorship, shall hold office until the expiration of the term of the class, if any, for which elected and until such director's successor is elected and qualified or until such director's earlier death, resignation, disqualification or removal. Directors need not be stockholders. The Certificate of Incorporation or these bylaws may prescribe qualifications for directors.

3.4 Resignation and Vacancies.

Any director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. The resignation shall take effect at the time specified therein or upon the happening of an event specified therein, and if no time or event is specified, at the time of its receipt. When one or more directors so resigns and the resignation is effective at a future date or upon the happening of an event to occur on a future date, a majority of the directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in Section 3.3.

Unless otherwise provided in the Certificate of Incorporation or these bylaws, vacancies resulting from the death, resignation, disqualification or removal of any director, and newly created directorships resulting from any increase in the authorized number of directors shall be filled only by a majority of the directors then in office, although less than a quorum, or by a sole remaining director.

3.5 Place of Meetings; Meetings by Telephone.

The Board may hold meetings, both regular and special, either within or outside the State of Delaware.

Unless otherwise restricted by the Certificate of Incorporation or these bylaws, members of the Board, or any committee designated by the Board, may participate in a meeting of the Board, or any committee, by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting pursuant to this bylaw shall constitute presence in person at the meeting.

3.6 Regular Meetings.

Regular meetings of the Board may be held within or outside the State of Delaware and at such time and at such place as which has been designated by the Board and publicized among all directors, either orally or in writing, by telephone, including a voice-messaging system or other system designed to record and communicate messages, facsimile, telegraph or telex, or by electronic mail or other means of electronic transmission. No further notice shall be required for regular meetings of the Board.

3.7 Special Meetings; Notice.

Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board, the Chief Executive Officer, the President, the Secretary or a majority of the total number of directors constituting the Board.

Notice of the time and place of special meetings shall be:

(i) delivered personally by hand, by courier or by telephone;

(ii) sent by United States first-class mail, postage prepaid;

(iii) sent by facsimile or electronic mail; or

(iv) sent by other means of electronic transmission,

directed to each director at that director's address, telephone number, facsimile number or electronic mail address, or other address for electronic transmission, as the case may be, as shown on the Corporation's records.

If the notice is (i) delivered personally by hand, by courier or by telephone, (ii) sent by facsimile or electronic mail, or (iii) sent by other means of electronic transmission, it shall be delivered or sent at least twenty-four (24) hours before the time of the holding of the meeting. If the notice is sent by U.S. mail, it shall be deposited in the U.S. mail at least four (4) days before the time of the holding of the meeting. The notice need not specify the place of the meeting (if the meeting is to be held at the Corporation's principal executive office) nor the purpose of the meeting.

3.8 Quorum.

At all meetings of the Board, unless otherwise provided by the Certificate of Incorporation, a majority of the total number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at any meeting at which a quorum is present shall be the act of the Board, except as may be otherwise specifically provided by statute, the Certificate of Incorporation or these bylaws. If a quorum is not present at any meeting of the Board, then the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

3.9 Board Action without a Meeting.

Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board, or of any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of the proceedings of the Board, or the committee thereof, in the same paper or electronic form as the minutes are maintained. Such action by written consent or consent by electronic transmission shall have the same force and effect as a unanimous vote of the Board.

3.10 Fees and Compensation of Directors.

Unless otherwise restricted by the Certificate of Incorporation or these bylaws, the Board shall have the authority to fix the compensation, including fees and reimbursement of expenses, of directors for services to the Corporation in any capacity.

Article IV - Committees

4.1 Committees of Directors.

The Board may designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the Corporation. The Board may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board or in these bylaws, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers that may require it; but no such committee shall have the power or authority to (i) approve or adopt, or recommend to the stockholders, any action or matter expressly required by the DGCL to be submitted to stockholders for approval, or (ii) adopt, amend or repeal any bylaw of the Corporation.

4.2 Committee Minutes.

Each committee shall keep regular minutes of its meetings and report the same to the Board when required.

4.3 Meetings and Actions of Committees.

Meetings and actions of committees shall be governed by, and held and taken in accordance with, the provisions of:

(i) Section 3.5 (place of meetings; meetings by telephone);

(ii) Section 3.6 (regular meetings);

(iii) Section 3.7 (special meetings; notice);

(iv) Section 3.9 (board action without a meeting); and

(v) Section 7.14 (waiver of notice),

with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the Board and its members. *However*:

(i) the time of regular meetings of committees may be determined either by resolution of the Board or by resolution of the committee;

(ii) special meetings of committees may also be called by resolution of the Board or the chairperson of the applicable committee; and

(iii) the Board may adopt rules for the governance of any committee to override the provisions that would otherwise apply to the committee pursuant to this Section 4.3, provided that such rules do not violate the provisions of the Certificate of Incorporation or applicable law.

4.4 Subcommittees.

Unless otherwise provided in the Certificate of Incorporation, these bylaws or the resolutions of the Board designating the committee, a committee may create one (1) or more subcommittees, each subcommittee to consist of one (1) or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

Article V - Officers

5.1 Officers.

The officers of the Corporation shall include a Chief Executive Officer, a President and a Secretary. The Corporation may also have, at the discretion of the Board, a Chairperson of the Board, a Vice Chairperson of the Board, a Chief Financial Officer, a Treasurer, one (1) or more Vice Presidents, one (1) or more Assistant Vice Presidents, one (1) or more Assistant Treasurers, one (1) or more Assistant Secretaries, and any such other officers as may be appointed in accordance with the provisions of these bylaws. Any number of offices may be held by the same person. No officer need be a stockholder or director of the Corporation.

5.2 Appointment of Officers.

The Board shall appoint the officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 of these bylaws.

5.3 Subordinate Officers.

The Board may appoint, or empower the Chief Executive Officer or, in the absence of a Chief Executive Officer, the President, to appoint, such other officers and agents as the business of the Corporation may require. Each of such officers and agents shall hold office for such period, have such authority, and perform such duties as are provided in these bylaws or as the Board may from time to time determine.

5.4 Removal and Resignation of Officers.

Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in the notice of resignation, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

5.5 Vacancies in Offices.

Any vacancy occurring in any office of the Corporation shall be filled by the Board or as provided in Section 5.2.

5.6 Representation of Shares of Other Corporations.

The Chairperson of the Board, the Chief Executive Officer, or the President of the Corporation, or any other person authorized by the Board, the Chief Executive Officer or the President, is authorized to vote, represent and exercise on behalf of the Corporation all rights incident to any and all shares or voting securities of any other corporation or other person standing in the name of the Corporation. The authority granted herein may be exercised either by such person directly or by any other person authorized to do so by proxy or power of attorney duly executed by such person having the authority.

5.7 Authority and Duties of Officers.

All officers of the Corporation shall respectively have such authority and perform such duties in the management of the business of the Corporation as may be provided herein or designated from time to time by the Board and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board.

5.8 Compensation.

The compensation of the officers of the Corporation for their services as such shall be fixed from time to time by or at the direction of the Board. An officer of the Corporation shall not be prevented from receiving compensation by reason of the fact that he or she is also a director of the Corporation.

Article VI - Records

A stock ledger consisting of one or more records in which the names of all of the Corporation's stockholders of record, the address and number of shares registered in the name of each such stockholder, and all issuances and transfers of stock of the corporation are recorded in accordance with Section 224 of the DGCL shall be administered by or on behalf of the Corporation. Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device, or method, or one or more electronic networks or databases (including one or more distributed electronic networks or databases), provided that the records so kept can be converted into clearly legible paper form within a reasonable time and, with respect to the stock ledger, that the records so kept (i) can be used to prepare the list of stockholders specified in Sections 219 and 220 of the DGCL, (ii) record the information specified in Sections 156, 159, 217(a) and 218 of the DGCL, and (iii) record transfers of stock as governed by Article 8 of the Uniform Commercial Code as adopted in the State of Delaware.

Article VII - General Matters

7.1 Execution of Corporate Contracts and Instruments.

The Board, except as otherwise provided in these bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation; such authority may be general or confined to specific instances.

7.2 Stock Certificates.

The shares of the Corporation shall be uncertificated, provided that the Board by resolution may provide that some or all of the shares of any class or series of stock of the Corporation may be represented by certificate. Certificates for the shares of stock, if any, shall be in such form as is consistent with the Certificate of Incorporation and applicable law. Every holder of stock represented by a certificate shall be entitled to have a certificate signed by, or in the name of the Corporation by, any two officers authorized to sign stock certificates representing the number of shares registered in certificate form. The Chairperson or Vice Chairperson of the Board, Chief Executive Officer, the President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary or any Assistant Secretary of the Corporation shall be specifically authorized to sign stock certificates. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

The Corporation may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate issued to represent any such partly paid shares, or upon the books and records of the Corporation in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Corporation shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

7.3 Special Designation of Certificates.

If the Corporation is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or on the back of the certificate that the Corporation shall issue to represent such class or series of stock (or, in the case of uncertificated shares, set forth in a notice provided pursuant to Section 151 of the DGCL); provided, however, that except as otherwise provided in Section 202 of the DGCL, in lieu of the foregoing requirements, there may be set forth on the face or back of the certificate that the Corporation shall issue to represent such class or series of stock (or, in the case of any uncertificated shares, included in the aforementioned notice) a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, the designations, the preferences and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

7.4 Lost Certificates.

Except as provided in this Section 7.4, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Corporation and cancelled at the same time. The Corporation may issue a new certificate of stock or uncertificated shares in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

7.5 Shares Without Certificates.

The Corporation may adopt a system of issuance, recordation and transfer of its shares of stock by electronic or other means not involving the issuance of certificates, provided the use of such system by the Corporation is permitted in accordance with applicable law.

7.6 Construction; Definitions.

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the DGCL shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural and the plural number includes the singular.

7.7 Dividends.

The Board, subject to any restrictions contained in either (i) the DGCL or (ii) the Certificate of Incorporation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property or in shares of the Corporation's capital stock.

The Board may set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the Corporation, and meeting contingencies.

7.8 Fiscal Year.

The fiscal year of the Corporation shall be fixed by resolution of the Board and may be changed by the Board.

7.9 Seal.

The Corporation may adopt a corporate seal, which shall be adopted and which may be altered by the Board. The Corporation may use the corporate seal by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

7.10 Transfer of Stock.

Shares of the Corporation shall be transferable in the manner prescribed by law and in these bylaws. Shares of stock of the Corporation shall be transferred on the books of the Corporation only by the holder of record thereof or by such holder's attorney duly authorized in writing, upon surrender to the Corporation of the certificate or certificates representing such shares endorsed by the appropriate person or persons (or by delivery of duly executed instructions with respect to uncertificated shares), with such evidence of the authenticity of such endorsement or execution, transfer, authorization and other matters as the Corporation may reasonably require, and accompanied by all necessary stock transfer stamps. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing the names of the persons from and to whom it was transferred.

7.11 Stock Transfer Agreements.

The Corporation shall have power to enter into and perform any agreement with any number of stockholders of any one or more classes or series of stock of the Corporation to restrict the transfer of shares of stock of the Corporation of any one or more classes owned by such stockholders in any manner not prohibited by the DGCL.

7.12 Registered Stockholders.

The Corporation:

(i) shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends and to vote as such owner; and

(ii) shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State of Delaware.

7.13 Lock-Up.

(a) Subject to Section 7.13(b), the holders (the "Lock-Up Holders") of shares of Common Stock (i) issued or issuable as consideration pursuant to that certain Agreement and Plan of Merger and Reorganization, dated on or about June 24, 2026, by and among the Corporation, BLB Merger Sub, Inc. and Churchill Capital Corp XI (the "Merger Agreement"), (ii) issued upon the settlement or exercise of stock options, restricted stock awards or other equity awards assumed by the Corporation pursuant to the Merger Agreement, or (iii) otherwise held by Churchill Sponsor XI LLC ("Sponsor"), the officers or directors of Sponsor or the Corporation, or its and their respective affiliates as of the date hereof (such shares referred to in this Section 7.13(a)(i)-(iv), the "Lock-Up Shares") may not Transfer any Lock-Up Shares during the Lock-Up Period (the "Lock-Up").

(b) Notwithstanding the provisions set forth in Section 7.13(a), the Lock-Up Holders or their respective Permitted Transferees may Transfer the Lock-Up Shares during the Lock-Up Period (i) as a bona fide gift or charitable contribution; (ii) to a trust, or other entity formed for estate planning purposes for the primary benefit of the spouse, domestic partner, parent, sibling, child or grandchild of such Lock-Up Holder or any other natural person with whom such Lock-Up Holder has a relationship by blood, marriage or adoption not more remote than first cousin; (iii) by will or intestate succession upon the death of the Lock-Up Holder; (iv) pursuant to a qualified domestic order, court order or in connection with a divorce settlement, or any legal, regulatory or other order; (v) if such Lock-Up Holder is a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that controls, is controlled by or is under common control or management with the Lock-Up Holder, or (B) to partners, limited liability company members or stockholders of the Lock-Up Holder, including, for the avoidance of doubt, where the Lock-Up Holder is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership; (vi) if such Lock-Up Holder is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust; (vii) to a nominee or custodian of a person or entity to whom a disposition or Transfer would be permissible under clauses (i) through (vi) of this Section 7.13(b); (viii) as a pledge or other grant of a security interest in Lock-Up Shares to one or more financial or lending institutions as collateral or security in connection with any bona fide loans, advances or extensions of credit or debt transaction (or enforcement thereunder) entered into by the Lock-Up Holder or any of its affiliates, or any refinancings thereof, and any Transfers of such Lock-Up Shares upon foreclosure thereof, so long as the applicable Transferee agrees in writing to be bound by the restrictions set forth herein; (ix) pursuant to a bona fide third-party tender offer, merger, stock sale, recapitalization, consolidation or other transaction involving a change in control of the Corporation; provided, however, that if such tender offer, merger, stock sale, recapitalization, consolidation or other such transaction is not completed, the Lock-Up Shares shall remain subject to the Lock-Up; (x) the establishment of a trading plan pursuant to Rule 10b5-1 promulgated under the 1934 Act; provided, however, that such plan does not provide for the Transfer of Lock-Up Shares during the Lock-Up Period; (xi) to the Corporation in connection with the repurchase of such Lock-Up Holder's shares in connection with the termination of the Lock-Up Holder's employment with the Corporation or any subsidiary of the Corporation pursuant to contractual agreements with the Corporation; (xii) to satisfy tax withholding obligations in connection with the exercise of options to purchase shares of Common Stock of the Corporation or the vesting or settlement of stock-based awards of the Corporation; (xiii) in payment on a "net exercise" or "cashless" basis of the exercise or purchase price with respect to the exercise of options to purchase shares of Common Stock; or (xiv) from and after the occurrence of a Triggering Event.

(c) In order to enforce this Section 7.13, the Corporation may impose stop transfer instructions with respect to the Lock-Up Shares until the end of the Lock-Up Period.

(d) Notwithstanding the other provisions set forth in this Section 7.13, the Board (including, for the avoidance of doubt and to the fullest extent permitted by law, a duly authorized committee thereof) may, in its sole discretion, determine to waive, amend, or repeal the Lock-Up obligations set forth herein; provided that, for so long as at least one director designated by Sponsor is then serving on the Board, any decision by the Board (or such committee) to waive, amend, or repeal the Lock-Up obligations set forth herein shall include the affirmative vote or consent of at least one director designated by Sponsor.

(e) For purposes of this Section 7.13,

(i) "Common Stock" means the common stock, par value $0.0001 per share, of the Corporation;

(ii) "Lock-Up Period" means the period beginning on the closing date of the merger transactions contemplated by the Merger Agreement and ending on the date that is one hundred eighty (180) days thereafter;

(iii) "Permitted Transferees" means any person or entity to whom such Lock-Up Holder is permitted to Transfer shares of Common Stock prior to the expiration of the Lock-Up Period pursuant to Section 7.13(b)(i)-(xii);

(iv) "Transfer" means to (A) exchange, transfer, assign, lend, sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the 1934 Act with respect to, any security, or any right or interest therein, (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (C) publicly announce any intention to effect any transaction specified in clause (A) or (B);

(v) "Triggering Event" means the VWAP of the Corporation's Common Stock is at any time greater than or equal to $12.00 for any fifteen (15) trading days within any one hundred eighty (180) trading day period (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to the Corporation's Common Stock); and

(vi) "VWAP" means for any security as of any trading day means the dollar volume-weighted average price for such security on the principal securities exchange or securities market on which such security is then traded during such trading day beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its "HP" function (set to weighted average). If the foregoing does not apply, "VWAP" shall mean the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during such trading day beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg. If no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, "VWAP" shall mean the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group Inc for such trading day. If the VWAP cannot be calculated for such security on such date(s) on any of the foregoing bases, the VWAP of such security on such shall be the fair market value per share on such day as reasonably determined by the Board (including for the avoidance of doubt a duly authorized committee thereof).

7.14 Waiver of Notice.

Whenever notice is required to be given under any provision of the DGCL, the Certificate of Incorporation or these bylaws, a written waiver, signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders need be specified in any written waiver of notice or any waiver by electronic transmission unless so required by the Certificate of Incorporation or these bylaws.

Article VIII - Notice

8.1 Delivery of Notice; Notice by Electronic Transmission.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provisions of the DGCL, the Certificate of Incorporation, or these bylaws may be given in writing directed to the stockholder's mailing address (or by electronic transmission directed to the stockholder's electronic mail address, as applicable) as it appears on the records of the Corporation and shall be given (1) if mailed, when the notice is deposited in the U.S. mail, postage prepaid, (2) if delivered by courier service, the earlier of when the notice is received or left at such stockholder's address or (3) if given by electronic mail, when directed to such stockholder's electronic mail address unless the stockholder has notified the Corporation in writing or by electronic transmission of an objection to receiving notice by electronic mail. A notice by electronic mail must include a prominent legend that the communication is an important notice regarding the Corporation.

Without limiting the manner by which notice otherwise may be given effectively to stockholders, any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these bylaws shall be effective if given by a form of electronic transmission consented to by the stockholder to whom the notice is given. Any such consent shall be revocable by the stockholder by written notice or electronic transmission to the Corporation. Notwithstanding the provisions of this paragraph, the Corporation may give a notice by electronic mail in accordance with the first paragraph of this section without obtaining the consent required by this paragraph.

Any notice given pursuant to the preceding paragraph shall be deemed given:

(i) if by facsimile telecommunication, when directed to a number at which the stockholder has consented to receive notice;

(ii) if by a posting on an electronic network together with separate notice to the stockholder of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and

(iii) if by any other form of electronic transmission, when directed to the stockholder.

Notwithstanding the foregoing, a notice may not be given by an electronic transmission from and after the time that (1) the Corporation is unable to deliver by such electronic transmission two (2) consecutive notices given by the Corporation and (2) such inability becomes known to the Secretary or an Assistant Secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice, provided, however, the inadvertent failure to discover such inability shall not invalidate any meeting or other action.

An affidavit of the Secretary or an Assistant Secretary or of the transfer agent or other agent of the Corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Article IX - Indemnification

9.1 Indemnification of Directors and Officers.

The Corporation shall indemnify and hold harmless, to the fullest extent permitted by the DGCL as it presently exists or may hereafter be amended, any director or officer of the Corporation who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding") by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or, while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership (a "covered person"), joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred by such person in connection with any such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 9.4, the Corporation shall be required to indemnify a person in connection with a Proceeding initiated by such person only if the Proceeding was authorized in the specific case by the Board.

9.2 Indemnification of Others.

The Corporation shall have the power to indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any employee or agent of the Corporation who was or is made or is threatened to be made a party or is otherwise involved in any Proceeding by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was an employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person in connection with any such Proceeding.

9.3 Prepayment of Expenses.

The Corporation shall to the fullest extent not prohibited by applicable law pay the expenses (including attorneys' fees) incurred by any covered person, and may pay the expenses incurred by any employee or agent of the Corporation, in defending any Proceeding in advance of its final disposition; provided, however, that such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the person to repay all amounts advanced if it should be ultimately determined that the person is not entitled to be indemnified under this Article IX or otherwise.

9.4 Determination; Claim.

If a claim for indemnification (following the final disposition of such Proceeding) under this Article IX is not paid in full within sixty (60) days, or a claim for advancement of expenses under this Article IX is not paid in full within thirty (30) days, after a written claim therefor has been received by the Corporation the claimant may thereafter (but not before) file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim to the fullest extent permitted by law. In any such action the Corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

9.5 Non-Exclusivity of Rights.

The rights conferred on any person by this Article IX shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

9.6 Insurance.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust enterprise or non-profit entity against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the DGCL.

9.7 Other Indemnification.

The Corporation's obligation, if any, to indemnify or advance expenses to any person who was or is serving at its request as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification or advancement of expenses from such other corporation, partnership, joint venture, trust, enterprise or non-profit enterprise.

9.8 Continuation of Indemnification.

The rights to indemnification and to prepayment of expenses provided by, or granted pursuant to, this Article IX shall continue notwithstanding that the person has ceased to be a director or officer of the Corporation and shall inure to the benefit of the estate, heirs, executors, administrators, legatees and distributees of such person.

9.9 Amendment or Repeal; Interpretation.

The provisions of this Article IX shall constitute a contract between the Corporation, on the one hand, and, on the other hand, each individual who serves or has served as a director or officer of the Corporation (whether before or after the adoption of these bylaws), in consideration of such person's performance of such services, and pursuant to this Article IX the Corporation intends to be legally bound to each such current or former director or officer of the Corporation. With respect to current and former directors and officers of the Corporation, the rights conferred under this Article IX are present contractual rights and such rights are fully vested, and shall be deemed to have vested fully, immediately upon adoption of these bylaws. With respect to any directors or officers of the Corporation who commence service following adoption of these bylaws, the rights conferred under this provision shall be present contractual rights and such rights shall fully vest, and be deemed to have vested fully, immediately upon such director or officer commencing service as a director or officer of the Corporation. Any repeal or modification of the foregoing provisions of this Article IX shall not adversely affect any right or protection (i) hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification or (ii) under any agreement providing for indemnification or advancement of expenses to an officer or director of the Corporation in effect prior to the time of such repeal or modification.

Any reference to an officer of the Corporation in this Article IX shall be deemed to refer exclusively to the Chief Executive Officer, President, and Secretary, or other officer of the Corporation appointed by (x) the Board pursuant to Article V of these bylaws or (y) an officer to whom the Board has delegated the power to appoint officers pursuant to Article V of these bylaws, and any reference to an officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall be deemed to refer exclusively to an officer appointed by the board of directors (or equivalent governing body) of such other entity pursuant to the certificate of incorporation and bylaws (or equivalent organizational documents) of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise. The fact that any person who is or was an employee of the Corporation or an employee of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise has been given or has used the title of "Vice President" or any other title that could be construed to suggest or imply that such person is or may be an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise shall not result in such person being constituted as, or being deemed to be, an officer of the Corporation or of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise for purposes of this Article IX.

Article X - Amendments

The Board is expressly empowered to adopt, amend or repeal the bylaws of the Corporation. The stockholders also shall have power to adopt, amend or repeal the bylaws of the Corporation; provided, however, that such action by stockholders shall require, in addition to any other vote required by the Certificate of Incorporation or applicable law, the affirmative vote of the holders of at least two-thirds of the voting power of all the then-outstanding shares of voting stock of the Corporation with the power to vote generally in an election of directors, voting together as a single class.

Article XI - Forum Selection

Unless the Corporation consents in writing to the selection of an alternative forum, (a) the Court of Chancery (the "Chancery Court") of the State of Delaware (or, in the event that the Chancery Court does not have jurisdiction, the other state courts of the State of Delaware or the United States District Court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (i) any derivative action, suit or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any director, officer or stockholder of the Corporation to the Corporation or to the Corporation's stockholders, (iii) any action, suit or proceeding arising pursuant to any provision of the DGCL or the Certificate of Incorporation or these bylaws (as either may be amended from time to time) or (iv) any action, suit or proceeding asserting a claim against the Corporation governed by the internal affairs doctrine; and (b) subject to the preceding provisions of this Article XI, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act of 1933, as amended, including all causes of action asserted against any defendant to such complaint. If any action the subject matter of which is within the scope of clause (a) of the immediately preceding sentence is filed in a court other than the courts in the State of Delaware (a "Foreign Action") in the name of any stockholder, such stockholder shall be deemed to have consented to (x) the personal jurisdiction of the state and federal courts in the State of Delaware in connection with any action brought in any such court to enforce the provisions of clause (a) of the immediately preceding sentence and (y) having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder.

Any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to this Article XI. This provision is intended to benefit and may be enforced by the Corporation, its officers and directors, the underwriters to any offering giving rise to such complaint, and any other professional or entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering.

If any provision or provisions of this Article XI shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XI (including, without limitation, each portion of any paragraph of this Article XI containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

Article XII - Definitions

As used in these bylaws, unless the context otherwise requires, the following terms shall have the following meanings:

An "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, including the use of, or participation in, one or more electronic networks or databases (including one or more distributed electronic networks or databases), that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

An "electronic mail" means an electronic transmission directed to a unique electronic mail address (which electronic mail shall be deemed to include any files attached thereto and any information hyperlinked to a website if such electronic mail includes the contact information of an officer or agent of the Corporation who is available to assist with accessing such files and information).

An "electronic mail address" means a destination, commonly expressed as a string of characters, consisting of a unique user name or mailbox (commonly referred to as the "local part" of the address) and a reference to an internet domain (commonly referred to as the "domain part" of the address), whether or not displayed, to which electronic mail can be sent or delivered.

The term "person" means any individual, general partnership, limited partnership, limited liability company, corporation, trust, business trust, joint stock company, joint venture, unincorporated association, cooperative or association or any other legal entity or organization of whatever nature, and shall include any successor (by merger or otherwise) of such entity.

Exhibit 4.1

SPECIMEN COMMON STOCK CERTIFICATE

Number ___

AGILITY ROBOTICS, INC.
Incorporated Under the Laws of the State of Delaware
COMMON STOCK

CUSIP [To Be Assigned]

This certifies that ____ is the owner of ____ fully paid and non-assessable shares of common stock, par value $0.0001 per share (the "***Common Stock***"), of Agility Robotics, Inc., a Delaware corporation (the "***Company***"), transferable on the books of the Company in person or by duly authorized attorney upon surrender of this certificate properly endorsed.

This certificate is not valid unless countersigned by the Transfer Agent and registered by the Registrar of the Company.

Witness the facsimile signature of the duly authorized officers of the Company.

_____
Authorized Signatory

_____
Authorized Signatory

_____
Transfer Agent

AGILITY ROBOTICS, INC.

The Company will furnish without charge to each stockholder who so requests, a statement of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof of the Company and the qualifications, limitations, or restrictions of such preferences and/or rights. This certificate and the shares represented thereby are issued and shall be held subject to all the provisions of the Company's Certificate of Incorporation and all amendments thereto and resolutions of the Board of Directors providing for the issue of securities (copies of which may be obtained from the secretary of the Company), to all of which the holder of this certificate by acceptance hereof assents.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM – as tenants in common

TEN ENT – as tenants by the entireties

JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT ____ (Cust) Custodian ____ (Minor) under Uniform Gifts to Minors Act

_____ (State)

Additional abbreviations may also be used though not in the above list.

For value received, _____ hereby sell, assign and transfer unto

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER(S) OF ASSIGNEE(S))

(PLEASE PRINT OR TYPEWRITE NAME(S) AND ADDRESS(ES), INCLUDING ZIP CODE, OR ASSIGNEE(S))

shares of Common Stock represented by the within Certificate, and hereby irrevocably constitutes and appoints

Attorney to transfer the said shares of Common Stock on the books of the within named Company with full power of substitution in the premises.

Dated: _____

Notice: The signature(s) to this assignment must correspond with the name as written upon the fact of the certificate in every particular, without alteration or enlargement or any change whatever.

Signature(s) Guaranteed:

_____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM, PURSUANT TO S.E.C. RULE 17Ad UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED (OR ANY SUCCESSOR RULE).

Exhibit 10.3

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

THIS AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT (as it may be amended, supplemented or restated from time to time in accordance with its terms, this "**A&R Registration Rights Agreement**"), dated as of June 24, 2026 is made and entered into by and among (i) **CHURCHILL CAPITAL CORP XI**, a Cayman Islands exempted company (which shall transfer by way of continuation and domesticate as a Delaware corporation prior to the Closing) (the "PubCo"), to be renamed "Agility Robotics, Inc." upon the Effective Date; (ii) each of the Persons identified on the signature pages hereto or on the signature pages to a joinder in the form attached to this A&R Registration Rights Agreement as Exhibit A under the heading "Company Shareholders" or "Insiders"; and (iii) **CHURCHILL SPONSOR XI LLC**, a Delaware limited liability company (the "Sponsor"). Each of PubCo, the Company Shareholders, the Insiders and the Sponsor may be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, simultaneously with the execution and delivery of this A&R Registration Rights Agreement, PubCo has entered into that certain Agreement and Plan of Merger and Reorganization, dated as of June 24, 2026 (as it may be amended, supplemented or restated from time to time in accordance with the terms of such agreement, the "Merger Agreement"), by and among PubCo, BLB Merger Sub, Inc., a Delaware corporation ("Merger Sub"), and Agility Robotics, Inc., a Delaware corporation (the "Company"), in connection with the business combination set forth in the Merger Agreement;

WHEREAS, on or prior to the Effective Date and subject to the conditions of the Merger Agreement, PubCo will transfer by way of continuation to and domesticated as a Delaware corporation in accordance with Section 388 of the Delaware General Corporation Law, as amended, and the Companies Act (As Revised) of the Cayman Islands (the "Domestication");

WHEREAS, pursuant to the Merger Agreement, Merger Sub will merge with and into the Company, with the Company continuing as the surviving corporation (the "Surviving Corporation") (the "Merger");

WHEREAS, pursuant to the Merger Agreement, holders of Company equity securities, will receive shares of Common Stock (as defined herein) or rights to acquire Common Stock;

WHEREAS, PubCo, Sponsor and certain other PubCo stockholders (the "Existing Holders") are party to that certain Registration Rights Agreement, dated as of December 16, 2025 (the "Original RRA");

WHEREAS, pursuant to Section 5.5 of the Original RRA, any of the terms of the Original RRA may be amended with the written consent of PubCo and Existing Holders holding a majority in interest of the Registrable Securities (as defined herein) (the "Requisite Holders");

WHEREAS, in connection with the execution of this A&R Registration Rights Agreement, PubCo and the Requisite Holders desire to amend and restate the Original RRA and as set forth in this A&R Registration Rights Agreement; and

WHEREAS, the Parties desire to set forth their agreement with respect to registration rights and certain other matters, in each case in accordance with the terms and conditions of this A&R Registration Rights Agreement.

NOW, THEREFORE, in consideration of the representations, mutual covenants and agreements contained in this A&R Registration Rights Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1. *Definitions*. As used in this A&R Registration Rights Agreement, the following terms shall have the following meanings:

"**Action**" means any action, suit, charge, litigation, arbitration, or other proceeding at law or in equity (whether civil, criminal or administrative) by or before any Governmental Entity.

"**Adverse Disclosure**" means any public disclosure of material non-public information, which disclosure, in the good faith determination of the Board, after consultation with counsel to PubCo, (a) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any Prospectus and any preliminary Prospectus, in the light of the circumstances under which they were made) not misleading, (b) would not be required to be made at such time if the Registration Statement were not being filed, and (c) PubCo has a bona fide business purpose for not making such public disclosure.

"**Affiliate**" of any particular Person means any other Person controlling, controlled by or under common control with such Person, where "**control**" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, its capacity as a sole or managing member or otherwise; provided, that no Party shall be deemed an Affiliate of PubCo or any of its subsidiaries for purposes of this A&R Registration Rights Agreement.

"**Automatic Shelf Registration Statement**" has the meaning set forth in Rule 405 promulgated by the SEC pursuant to the Securities Act.

"**Beneficially Own**" has the meaning set forth in Rule 13d-3 promulgated under the Exchange Act.

"**Board**" means the board of directors of PubCo.

"**Business Day**" means any day except a Saturday, a Sunday or any other day on which commercial banks are required or authorized to close in the State of New York.

"**Closing**" has the meaning given to such term in the Merger Agreement.

"**Closing Date**" has the meaning given to such term in the Merger Agreement.

"**Closing Date Lock-Up Shares**" means the Equity Securities of PubCo held by the Holders as of the Closing Date, including Common Stock, Common Stock subject to vesting and forfeiture and Common Stock issuable upon exercise of any warrants, options or other rights, but excluding any Equity Securities of PubCo issued to such Holders pursuant to the PIPE Subscription Agreements.

"**Common Stock**" means shares of the common stock, par value $0.0001 per share, of PubCo, including (i) any shares of such common stock issuable upon the exercise of any warrant or other right to acquire shares of such common stock and (ii) any Equity Securities of PubCo that may be issued or distributed or be issuable with respect to such common stock by way of conversion, dividend, stock split or other distribution, merger, consolidation, exchange, recapitalization or reclassification or similar transaction.

"**Company**" has the meaning set forth in the Recitals.

"**Company Shareholders**" means each undersigned party not identified as an "Insider" or "Sponsor" on the signature pages or Joinders attached hereto.

"**Demand Delay**" has the meaning set forth in Section 2.2(a)(ii).

"**Demand Initiating Holders**" has the meaning set forth in Section 2.2(a).

"**Demand Registration**" has the meaning set forth in Section 2.2(a).

"**Effective Date**" has the meaning set forth in Section 1.3.

"**Effectiveness Period**" has the meaning set forth in Section 2.5(a).

"**Eligible Demand Participation Holders**" means any Holder or group of Holders, that together elects to dispose of Registrable Securities having an aggregate value of at least $50,000,000, at the time of the demand for registration, solely with respect to Registrable Securities that have been released from the Lock-Up restrictions of Section 3.1.

"**Eligible Take-Down Holders**" means each Holder, solely with respect to Registrable Securities that have been released from the Lock-Up restrictions of Section 3.1.

"**Equity Securities**" means, with respect to any Person, all of the shares of capital stock or equity of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock or equity of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock or equity of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares or equity (or such other interests), restricted stock awards, restricted stock units, equity appreciation rights, phantom equity rights, profit participation and all of the other ownership or profit interests of such Person (including partnership or member interests therein), whether voting or nonvoting.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended, and any successor thereto, as the same shall be in effect from time to time.

"**Family Member**" means with respect to any individual, a spouse, lineal descendant (whether natural or adopted) or spouse of a lineal descendant of such individual or any trust created for the benefit of such individual or of which any of the foregoing is a beneficiary.

"**FINRA**" means the Financial Industry Regulatory Authority, Inc.

"**Governmental Entity**" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court, arbitrator (public or private) or other body or administrative, regulatory or quasi-judicial authority, agency, department, board, commission or instrumentality of any federal, state, local or foreign jurisdiction.

"**Holder**" means any holder of Registrable Securities who is a Party to, or who succeeds to rights under, this A&R Registration Rights Agreement pursuant to Section 4.1.

"**Insiders**" means each undersigned party identified as an "Insider" on the signature pages attached hereto.

"**Laws**" means all laws, acts, statutes, constitutions, treaties, ordinances, codes, rules, regulations, and rulings of a Governmental Entity, including common law. All references to "**Laws**" shall be deemed to include any amendments thereto, and any successor Law, unless the context otherwise requires.

"**Lock-Up Period**" means the period beginning on the Closing Date and ending on the date that is one hundred eighty (180) days thereafter.

"**Lock-Up Shares**" means the Closing Date Lock-Up Shares.

"**Marketed**" means an Underwritten Shelf Take-Down or other Underwritten Offering, as applicable, that involves the use or involvement of a customary "**road show**" (including an "**electronic road show**") or other substantial marketing effort by Underwriters over a period of at least 48 hours.

"**Merger Agreement**" has the meaning set forth in the Recitals.

"**Merger Sub**" has the meaning set forth in the Recitals.

"**Merger**" has the meaning set forth in the Recitals.

"**Misstatement**" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus, in the light of the circumstances under which they were made, not misleading.

"**Non-Marketed**" means an Underwritten Shelf Take-Down that is not a Marketed Underwritten Shelf Take-Down.

"**Non-Marketed Underwritten Shelf Take-Down Selling Holders**" has the meaning set forth in Section 2.1(d)(iv)(B).

"**Original RRA**" has the meaning set forth in the Recitals.

"**Party**" has the meaning set forth in the Preamble.

"**Permitted Transferee**" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to Transfer such Registrable Securities prior to the expiration of the Lock-up Period under this A&R Registration Rights Agreement pursuant to Section 3.1(b)(i)-(xiii) hereof and under any other applicable agreement between such Holder and PubCo, and to any Transferee thereafter.

"**Person**" means any natural person, sole proprietorship, partnership, trust, unincorporated association, corporation, limited liability company, entity or Governmental Entity.

"**PIPE Subscription Agreements**" has the meaning given to such term in the Merger Agreement.

"**Prospectus**" means the prospectus included in any Registration Statement, all amendments (including post-effective amendments) and supplements to such prospectus, and all material incorporated by reference in such prospectus.

"**PubCo**" has the meaning set forth in the Preamble.

"**Registrable Securities**" means (i) any shares of Common Stock and (ii) any Equity Securities of PubCo that may be issued or distributed or be issuable with respect to the securities referred to in clause (i) by way of conversion, dividend, stock split or other distribution, merger, consolidation, exchange, recapitalization or reclassification or similar transaction, in each case Beneficially Owned by a Holder as of immediately following the Closing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities when: (a) a Registration Statement with respect to the sale of such Registrable Securities has become effective under the Securities Act and such Registrable Securities have been sold, Transferred, disposed of or exchanged in accordance with the plan of distribution set forth in such Registration Statement; (b) such Registrable Securities shall have ceased to be outstanding; (c) such Registrable Securities have been sold to, or through, a broker, dealer or Underwriter in a public distribution or other public securities transaction; (d) such Registrable Securities shall have been otherwise Transferred by a Holder, a new certificate or book-entry for such security not bearing a legend restricting further Transfer shall have been delivered by PubCo and subsequent public distribution of such security shall not require registration under the Securities Act; or (E) such Registrable Securities are eligible for resale without registration pursuant to Rule 144 under the Securities Act (or any successor rule promulgated thereafter by the SEC) without volume or other restrictions or limitations including as to manner or timing of sale or current public information requirements.

"**Registration**" means a registration, including any related Shelf Take-Down, effected by preparing and filing a registration statement, prospectus or similar document in compliance with the requirements of the Securities Act, and such registration statement becoming effective.

"**Registration Expenses**" means the out-of-pocket expenses of a Registration or other Transfer pursuant to the terms of this A&R Registration Rights Agreement, including (a) all SEC, stock exchange and FINRA registration and filing fees (including, if applicable, the fees and expenses of any "**qualified independent underwriter**," as such term is defined in Rule 5121 of FINRA (or any successor provision), and of its counsel), (b) all fees and expenses of complying with securities or blue sky laws (including reasonable fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of the Registrable Securities), (c) all printing, messenger and delivery expenses, (d) the reasonable fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange and all rating agency fees, (e) the reasonable fees and disbursements of counsel for PubCo and of its independent public accountants, including the expenses of any special audits and/or comfort letters required by or incident to such performance and compliance, (f) the reasonable and documented fees and out-of-pocket expenses of one counsel for all of the Holders participating in an Underwritten Offering, selected by such Holders that own a majority of the Registrable Securities participating in such Registration or other Transfer; provided, however, that such reimbursable fees and expenses of counsel shall not exceed $50,000, per Registration and (g) any other reasonable and documented fees and distributions customarily paid by the issuers of securities.

"**Registration Statement**" means any registration statement that covers the Registrable Securities pursuant to the provisions of this A&R Registration Rights Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"**Representatives**" means, with respect to any Person, any of such Person's officers, directors, employees, agents, attorneys, accountants, actuaries, consultants, equity financing partners or financial advisors or other Person acting on behalf of such Person.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" means the Securities Act of 1933, as amended, and any successor thereto, as the same shall be in effect from time to time.

"**Shelf Holder**" means any Holder that owns Registrable Securities that have been registered on a Shelf Registration Statement.

"**Shelf Registration**" means a registration of securities pursuant to a Registration Statement filed with the SEC in accordance with and pursuant to Rule 415 promulgated under the Securities Act.

"**Shelf Registration Statement**" means a Registration Statement of PubCo filed with the SEC on either (a) Form S-3 (or any successor form or other appropriate form under the Securities Act) or (b) if PubCo is not permitted to file a Registration Statement on Form S-3, a Registration Statement on Form S-1 (or any successor form or other appropriate form under the Securities Act), in each case for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act covering the Registrable Securities, as applicable.

"**Shelf Suspension**" has the meaning set forth in Section 2.1(c).

"**Shelf Take-Down**" means any offering or sale of Registrable Securities initiated by a Shelf Take-Down Initiating Holder pursuant to a Shelf Registration Statement.

"**Shelf Take-Down Initiating Holders**" has the meaning set forth in Section 2.1(d).

"**Sponsor**" has the meaning set forth in the Preamble.

"**Sponsor Agreement**" means that certain Amended and Restated Letter Agreement, dated as of June 24, 2026, by and among the Sponsor and PubCo, as amended, restated, modified or supplemented from time to time.

"**Subsequent Shelf Registration**" has the meaning set forth in Section 2.1(b).

"**Take-Down Participation Notice**" has the meaning set forth in Section 2.1(d)(iv)(C).

"**Take-Down Tagging Holder**" has the meaning set forth in Section 2.1(d)(iv)(B).

"**Trading Day**" means a day on which the principal United States securities exchange on which the Common Stock is listed, quoted or admitted to trading and is open for the transaction of business (unless such trading shall have been suspended for the entire day).

"**Transfer**" means to (A) exchange, transfer, assign, lend, sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act with respect to, any security, or any right or interest therein, (B) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any security, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise, or (C) publicly announce any intention to effect any transaction specified in clause (A) or (B). The terms "Transferee," "Transferor," "Transferred," and other forms of the word "Transfer" shall have the correlative meanings.

"**Triggering Event**" means the VWAP of the Common Stock is at any time greater than or equal to $12.00 over any fifteen (15) Trading Days within any one hundred eighty (180) Trading Day period (which shall be equitably adjusted for stock splits, reverse stock splits, stock dividends, reorganizations, recapitalizations, reclassifications, combination, exchange of shares or other like change or transaction with respect to PubCo's Common Stock).

"**Underwriter**" means any investment banker(s) and manager(s) appointed to administer the offering of any Registrable Securities as principal in an Underwritten Offering.

"**Underwritten Offering**" means a Registration in which securities of PubCo are sold to an Underwriter for distribution to the public.

"**Underwritten Shelf Take-Down**" has the meaning set forth in Section 2.1(d)(ii)(A).

"**Underwritten Shelf Take-Down Notice**" has the meaning set forth in Section 2.1(d)(ii)(A).

"**VWAP**" for any security as of any trading day means the dollar volume-weighted average price for such security on the principal securities exchange or securities market on which such security is then traded during such trading day beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg through its "HP" function (set to weighted average). If the foregoing does not apply, "**VWAP**" shall mean the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during such trading day beginning at 9:30:01 a.m., New York time, and ending at 4:00:00 p.m., New York time, as reported by Bloomberg. If no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, "**VWAP**" shall mean the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported by OTC Markets Group Inc for such trading day. If the VWAP cannot be calculated for such security on such date(s) on any of the foregoing bases, the VWAP of such security on such shall be the fair market value per share on such day as reasonably determined by the Board of Directors (including for the avoidance of doubt a duly authorized committee thereof).

"**Well-Known Seasoned Issuer**" has the meaning set forth in Rule 405 promulgated by the SEC pursuant to the Securities Act.

Section 1.2. *Interpretive Provisions*. For all purposes of this A&R Registration Rights Agreement, except as otherwise provided in this A&R Registration Rights Agreement or unless the context otherwise requires:

(a) the meanings of defined terms are applicable to the singular as well as the plural forms of such terms;

(b) the words "hereof", "herein", "hereunder" and words of similar import, when used in this A&R Registration Rights Agreement, refer to this A&R Registration Rights Agreement as a whole and not to any particular provision of this A&R Registration Rights Agreement;

(c) references in this A&R Registration Rights Agreement to any Law shall be deemed also to refer to such Law, and all rules and regulations promulgated thereunder;

(d) whenever the words "include", "includes" or "including" are used in this A&R Registration Rights Agreement, they shall mean "without limitation;"

(e) the captions and headings of this A&R Registration Rights Agreement are for convenience of reference only and shall not affect the interpretation of this A&R Registration Rights Agreement; and

(f) pronouns of any gender or neuter shall include, as appropriate, the other pronoun forms.

Section 1.3. *Effectiveness*. This A&R Registration Rights Agreement shall become effective upon the Closing (as such term is defined in the Merger Agreement) (the "**Effective Date**") and shall be of no further force or effect upon any termination of the Merger Agreement (without liability to either party).

ARTICLE 2
REGISTRATION RIGHTS

Section 2.1. *Shelf Registration.*

(a) *Filing.* PubCo shall use reasonable best efforts to file within thirty (30) calendar days following the Closing Date a Shelf Registration Statement covering the resale of all Registrable Securities (except as determined by PubCo pursuant to Section 2.7 as of two Business Days prior to such filing) on a delayed or continuous basis. PubCo shall use its reasonable best efforts to cause such Shelf Registration Statement to become effective under the Securities Act as soon as reasonably practicable after such filing, but in no event later than the 105th calendar day (or 165th calendar day if the SEC notifies PubCo that it will "review" the Shelf Registration Statement) after the Closing Date. PubCo shall maintain such Shelf Registration Statement in accordance with the terms of this A&R Registration Rights Agreement, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep such Shelf Registration Statement continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as of which all Registrable Securities registered by such Shelf Registration Statement have been sold or cease to be Registrable Securities. In the event PubCo files a Shelf Registration Statement on Form S-1, PubCo shall use its reasonable best efforts to convert such Shelf Registration Statement (and any Subsequent Shelf Registration) to a Shelf Registration Statement on Form S-3 as soon as reasonably practicable after PubCo is eligible to use Form S-3. PubCo shall also use its reasonable best efforts to file any replacement or additional Shelf Registration Statement and use reasonable best efforts to cause such replacement or additional Shelf Registration Statement to become effective prior to the expiration of the initial Shelf Registration Statement filed pursuant to this Section 2.1(a).

(b) *Subsequent Shelf Registration*. If any Shelf Registration Statement ceases to be effective under the Securities Act for any reason at any time while there remain any Registrable Securities registered by such Shelf Registration Statement, PubCo shall use its reasonable best efforts to as promptly as is reasonably practicable cause such Shelf Registration Statement to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf Registration Statement), and shall use its reasonable best efforts to as promptly as is reasonably practicable amend such Shelf Registration Statement in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf Registration Statement or file an additional Registration Statement as a Shelf Registration (a "**Subsequent Shelf Registration**") registering the resale of all outstanding Registrable Securities registered by such prior Shelf Registration Statement. If a Subsequent Shelf Registration is filed, PubCo shall use its reasonable best efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration shall be an Automatic Shelf Registration Statement if PubCo is a Well-Known Seasoned Issuer) and (ii) keep such Subsequent Shelf Registration continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as of which all Registrable Securities registered by such Subsequent Shelf Registration have been sold or cease to be Registrable Securities.

(c) *Suspension of Filing or Registration*. Upon receipt of written notice from the Company that a Shelf Registration Statement or Prospectus contains or includes a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until they have received copies of a supplemented or amended Registration Statement or Prospectus correcting the Misstatement (it being understood that PubCo hereby covenants to prepare and file such supplement or amendment as soon as reasonably practicable after the time of such notice), or until they are advised in writing by PubCo that the use of the Registration Statement or Prospectus may be resumed. PubCo shall be entitled to delay or postpone the filing or effectiveness of a Shelf Registration Statement, and from time to time to require the Holders not to sell under a Registration Statement or to suspend the effectiveness thereof, if the filing, effectiveness or continued use of a Shelf Registration Statement at any time would require PubCo to make an Adverse Disclosure or would require the inclusion in such Shelf Registration Statement of financial statements that are unavailable to PubCo for reasons beyond PubCo's control; provided, however, that PubCo shall have a period of not more than ninety (90) days within which to delay the filing or effectiveness (but not the preparation) of such Shelf Registration Statement or, in the case of a Shelf Registration Statement that has been declared effective, to suspend the use by Holders of such Shelf Registration Statement (in each case, a "**Shelf Suspension**"); provided, however, that PubCo shall not be permitted to exercise in any twelve (12) month period (i) more than two (2) Shelf Suspensions pursuant to this Section 2.1(c) and Demand Delays pursuant to Section 2.2(a)(ii) in the aggregate, unless consented to in writing by Holders holding a majority of the Registrable Securities or (ii) aggregate Shelf Suspensions pursuant to this Section 2.1(c) and Demand Delays pursuant to Section 2.2(a)(ii) of more than one hundred fifty (150) days. Each Holder shall keep confidential the fact that a Shelf Suspension is in effect and the contents of any notice by PubCo of a Shelf Suspension for the permitted duration of the Shelf Suspension or until otherwise notified by PubCo, except (A) for disclosure to such Holder's employees, agents and professional advisers who need to know such information and are obligated to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners who have agreed to keep such information confidential or (C) as required by law or subpoena. In the case of a Shelf Suspension that occurs after the effectiveness of the applicable Shelf Registration Statement, the Holders agree to suspend use of the applicable Prospectus for the permitted duration of such Shelf Suspension in connection with any sale or purchase of, or offer to sell or purchase, Registrable Securities, upon receipt of written notice by PubCo. PubCo shall immediately notify the Holders or Shelf Holders, as applicable, upon the termination of any Shelf Suspension, and (i) in the case of a Shelf Registration Statement that has not been declared effective, shall promptly thereafter file the Shelf Registration Statement and use its reasonable best efforts to have such Shelf Registration Statement declared effective under the Securities Act and (ii) in the case of an effective Shelf Registration Statement, shall amend or supplement the Prospectus, if necessary, so it does not contain any Misstatement prior to the expiration of the Shelf Suspension and furnish to the Shelf Holders such numbers of copies of the Prospectus as so amended or supplemented as the Shelf Holders may reasonably request. PubCo agrees, if necessary, to supplement or make amendments to the Shelf Registration Statement if required by the registration form used by PubCo for the Registration or by the instructions applicable to such registration form or by the Securities Act or the rules or regulations promulgated thereunder or as may reasonably be requested by the Shelf Holders Beneficially Owning a majority of the Registrable Securities then outstanding.

(d) *Shelf Take-Downs.*

(i) Generally. Subject to the terms and provisions of this Article 2 (including Section 2.2(d)), an Eligible Take-Down Holder may initiate a Shelf Take-Down (the then Eligible Take-Down Holder, the "**Shelf Take-Down Initiating Holder**") that, at the option of such Shelf Take-Down Initiating Holder (A) is in the form of an Underwritten Shelf Take-Down or a Shelf Take-Down that is not an Underwritten Shelf Take-Down and (B) in the case of an Underwritten Shelf Take-Down, is Non-Marketed or Marketed, in each case, as shall be specified in the written demand delivered by the Shelf Take-Down Initiating Holder to PubCo pursuant to the provisions of this Section 2.1(d). For the avoidance of doubt, an Eligible Take-Down Holder that is not a Shelf Take-Down Initiating Holder cannot initiate a Shelf Take-Down.

(ii) Underwritten Shelf Take-Downs.

(A) A Shelf Take-Down Initiating Holder may elect in a written demand delivered to PubCo (an "**Underwritten Shelf Take-Down Notice**") for any Shelf Take-Down that it has initiated to be in the form of an Underwritten Offering (an "**Underwritten Shelf Take-Down**"), and PubCo shall, if so requested, file and effect an amendment or supplement of the Shelf Registration Statement for such purpose as soon as practicable; provided, that any such Underwritten Shelf Take-Down must comply with Section 2.2(d) and involve the offer and sale of Registrable Securities having a reasonably anticipated net aggregate offering price (after deduction of Underwriter commissions) of at least (I) in the case of any Marketed Underwritten Shelf Take-Down, $50,000,000 and (II) in the case of any Non-Marketed Underwritten Shelf Take-Down, $30,000,000 unless such Non-Marketed Underwritten Shelf Take-Down is for all of the Registrable Securities then held by the applicable Shelf Take-Down Initiating Holder (in which case there is no minimum other than the inclusion of all of such Registrable Securities). PubCo shall have the right to select the Underwriter or Underwriters to administer such Underwritten Shelf Take-Down; provided, that such Underwriter or Underwriters shall be reasonably acceptable to the Shelf Holders that own a majority of the Registrable Securities to be offered for sale in such Underwritten Shelf Take-Down subject to the limitations of this Section 2.1(d)(ii)(B).

(B) With respect to any Underwritten Shelf Take-Down (including any Marketed Underwritten Shelf Take-Down), in the event that a Shelf Holder otherwise would be entitled to participate in such Underwritten Shelf Take-Down pursuant to this Section 2.1(d)(ii), Section 2.1(d)(iii) or Section 2.1(d)(iv), as the case may be, the right of such Shelf Holder to participate in such Underwritten Shelf Take-Down shall be conditioned upon such Shelf Holder's participation in such underwriting and the inclusion of such Shelf Holder's Registrable Securities in the Underwritten Offering to the extent provided herein. PubCo, together with all Shelf Holders proposing to distribute their securities through such Underwritten Shelf Take-Down, shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected in accordance with Section 2.1(d)(ii)(A). Notwithstanding any other provision of this Section 2.1, if the Underwriter shall advise PubCo that marketing factors (including an adverse effect on the per security offering price) require a limitation of the number of Registrable Securities to be underwritten in an Underwritten Shelf Take-Down, then PubCo shall so advise all Shelf Holders that have requested to participate in such Underwritten Shelf Take-Down, and the number of Registrable Securities that may be included in such Underwritten Shelf Take-Down shall be allocated pro rata among such Shelf Holders in proportion, as nearly as practicable, to the respective amounts of Registrable Securities held by such Shelf Holders at the time of such Underwritten Shelf Take-Down; provided, that any Registrable Securities thereby allocated to a Shelf Holder that exceeds such Shelf Holder's request shall be reallocated among the remaining Shelf Holders in like manner; and provided, further, that the number of Registrable Securities to be included in such Underwritten Shelf Take-Down shall not be reduced unless all other Equity Securities of PubCo are first entirely excluded from any contemporaneous Underwritten Offering. No Registrable Securities excluded from an Underwritten Shelf Take-Down by reason of the Underwriter's marketing limitation shall be included in such Underwritten Offering. For the avoidance of doubt, PubCo may include securities for its own account (or for the account of any other Persons) in such Underwritten Shelf Take-Down subject to the limitations of this Section 2.2.

(iii) Marketed Underwritten Shelf Take-Downs. The Shelf Take-Down Initiating Holder submitting an Underwritten Shelf Take-Down Notice shall indicate in such notice that it delivers to PubCo pursuant to Section 2.1(d)(ii) whether it intends for such Underwritten Shelf Take-Down to be Marketed (a "**Marketed Underwritten Shelf Take-Down**"). Upon receipt of an Underwritten Shelf Take-Down Notice indicating that such Underwritten Shelf Take-Down will be a Marketed Underwritten Shelf Take-Down, PubCo shall promptly (but in any event no later than ten (10) days prior to the expected date of such Marketed Underwritten Shelf Take-Down) give written notice of such Marketed Underwritten Shelf Take-Down to all other Eligible Take-Down Holders of Registrable Securities under such Shelf Registration Statement and any such Eligible Take-Down Holders requesting inclusion in such Marketed Underwritten Shelf Take-Down must respond in writing within five (5) days after the receipt of such notice. Each such Eligible Take-Down Holder that timely delivers any such request shall be permitted to sell in such Marketed Underwritten Shelf Take-Down subject to the terms and conditions of Section 2.1(d)(ii).

(iv) Non-Marketed Underwritten Shelf Take-Downs and Non-Underwritten Shelf Take-Downs.

(A) Any Shelf Take-Down Initiating Holder may initiate (x) an Underwritten Shelf Take-Down that is Non-Marketed (a "**Non-Marketed Underwritten Shelf Take-Down**") or (y) a Shelf Take-Down that is not an Underwritten Shelf Take-Down (a "**Non-Underwritten Shelf Take-Down**") by providing written notice thereof to PubCo and, to the extent required by Section 2.1(d)(iv)(B), PubCo shall provide written notice thereof to all other Eligible Take-Down Holders.

(B) With respect to each Non-Marketed Underwritten Shelf Take-Down, the Shelf Take-Down Initiating Holder initiating such Non-Marketed Underwritten Shelf Take-Down shall provide written notice (a "**Non-Marketed Underwritten Shelf Take-Down Notice**") of such Non-Marketed Underwritten Shelf Take-Down to PubCo and PubCo shall provide written notice thereof to all other Eligible Take-Down Holders at least forty-eight (48) hours prior to the expected time of the pricing of the applicable Non-Marketed Underwritten Shelf Take-Down, which Non-Marketed Underwritten Shelf Take-Down Notice shall set forth (I) the total number of Registrable Securities expected to be offered and sold in such Non-Marketed Underwritten Shelf Take-Down, (II) the expected timing and plan of distribution of such Non-Marketed Underwritten Shelf Take-Down, (III) an invitation to each Eligible Take-Down Holder to elect (such Eligible Take-Down Holders who make such an election being "**Take-Down Tagging Holders**" and, together with the Shelf Take-Down Initiating Holders and all other Persons (other than any Affiliates of the Shelf Take-Down Initiating Holders) who otherwise are Transferring, or have exercised a contractual or other right to Transfer, Registrable Securities in connection with such Non-Marketed Underwritten Shelf Take-Down, the "**Non-Marketed Underwritten Shelf Take-Down Selling Holders**") to include in the Non-Marketed Underwritten Shelf Take-Down Registrable Securities held by such Take-Down Tagging Holder (but subject to Section 2.1(d)(ii)(B)) and (IV) the action or actions required (including the timing thereof) in connection with such Non-Marketed Underwritten Shelf Take-Down with respect to each Eligible Take-Down Holder that elects to exercise such right (including the delivery of one or more stock certificates representing Registrable Securities of such Eligible Take-Down Holder to be sold in such Non-Marketed Underwritten Shelf Take-Down).

(C) Upon delivery of a Non-Marketed Underwritten Shelf Take-Down Notice, each Eligible Take-Down Holder may elect to sell Registrable Securities in such Non-Marketed Underwritten Shelf Take-Down, at the same price per Registrable Security and pursuant to the same terms and conditions with respect to payment for the Registrable Securities as agreed to by the Shelf Take-Down Initiating Holders, by sending an irrevocable written notice (a "**Take-Down Participation Notice**") to PubCo within the time period specified in such Non-Marketed Underwritten Shelf Take-Down Notice (which time period shall be at least twenty-four (24) hours prior to the expected time of the pricing of the applicable Non-Marketed Underwritten Shelf Take-Down), indicating their election to sell up to the number of Registrable Securities in the Non-Marketed Underwritten Shelf Take-Down specified by such Eligible Take-Down Holder in such Take-Down Participation Notice (but, in all cases, subject to Section 2.1(d)(ii)(B)). Following the time period specified in such Non-Marketed Underwritten Shelf Take-Down Notice, each Take-Down Tagging Holder that has delivered a Take-Down Participation Notice shall be permitted to sell in such Non-Marketed Underwritten Shelf Take-Down on the terms and conditions set forth in the Non-Marketed Underwritten Shelf Take-Down Notice, concurrently with the Shelf Take-Down Initiating Holders and the other Non-Marketed Underwritten Shelf Take-Down Selling Holders, the number of Registrable Securities calculated pursuant to Section 2.1(d)(ii)(B). It is understood that in order to be entitled to exercise their right to sell Registrable Securities in a Non-Marketed Underwritten Shelf Take-Down pursuant to this Section 2.1(d)(iv), each Take-Down Tagging Holder must agree to make the same representations, warranties, covenants, indemnities and agreements, if any, as the Shelf Take-Down Initiating Holders agree to make in connection with the Non-Marketed Underwritten Shelf Take-Down, with such additions or changes as are required of such Take-Down Tagging Holder by the Underwriters (if applicable).

(D) Notwithstanding the delivery of any Non-Marketed Underwritten Shelf Take-Down Notice, all determinations as to whether to complete any Non-Marketed Underwritten Shelf Take-Down and as to the timing, manner, price and other terms and conditions of any Non-Marketed Underwritten Shelf Take-Down shall be at the sole discretion of the applicable Shelf Take-Down Initiating Holder, and PubCo agrees to cooperate in facilitating any Non-Marketed Underwritten Shelf Take-Down pursuant to this Section 2.1(d). Each of the Eligible Take-Down Holders agrees to reasonably cooperate with each of the other Eligible Take-Down Holders and PubCo to establish notice, delivery and documentation procedures and measures to facilitate such other Eligible Take-Down Holders' participation in Non-Marketed Underwritten Shelf Take-Downs pursuant to this Section 2.1(d).

(E) With respect to each Non-Underwritten Shelf Take-Down, the Shelf Take-Down Initiating Holder initiating such Non-Underwritten Shelf Take-Down shall provide written notice of such Non-Underwritten Shelf Take-Down to PubCo at least forty-eight (48) hours prior to the expected time of such Non-Underwritten Shelf Take-Down, which shall set forth (I) the total number of Registrable Securities expected to be offered and sold in such Non-Underwritten Shelf Take-Down, (II) the expected timing and plan of distribution of such Non-Underwritten Shelf Take-Down, and (III) the action or actions required (including the timing thereof) in connection with such Non-Underwritten Shelf Take-Down.

Section 2.2. *Demand Registrations.*

(a) *Holders' Demand for Registration*. Subject to Section 2.2(d), if, at a time when a Shelf Registration Statement is not effective pursuant to Section 2.1, PubCo shall receive from an Eligible Demand Participation Holder (such Holder(s), the "**Demand Initiating Holder**") a written demand that PubCo effect any Registration in connection with an Underwritten Offering other than a Shelf Registration or a Shelf Take-Down (a "**Demand Registration**") of Registrable Securities held by such Holder(s) having a reasonably anticipated net aggregate offering price (after deduction of Underwriter commissions and offering expenses) of at least $50,000,000, PubCo will:

(i) promptly (but in any event within five (5) days prior to the date such Demand Registration becomes effective under the Securities Act) give written notice of the proposed Demand Registration to all other Holders; and

(ii) use its reasonable best efforts to effect such registration as soon as practicable and facilitate the sale and distribution of all or such portion of such Demand Initiating Holders' Registrable Securities as are specified in such demand, together with all or such portion of the Registrable Securities of any other Holders joining in such demand (together with the Demand Initiating Holder, the "**Participating Holders**") as are specified in a written demand received by PubCo within five (5) days after such written notice is given; provided that PubCo shall not be obligated to file any Registration Statement or other disclosure document pursuant to this Section 2.2 (but shall be obligated to continue to prepare such Registration Statement or other disclosure document) if the filing or effectiveness of such Registration Statement at any time would require PubCo to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to PubCo for reasons beyond PubCo's control; provided, however, that PubCo may, in its discretion, defer the filing of such Registration Statement for an additional period (each, a "**Demand Delay**") of not more than ninety (90) days; provided, however, that PubCo shall not exercise, in any twelve (12) month period, more than two (2) Demand Delays pursuant to this Section 2.2(a), unless consented to in writing by the Participating Holders holding a majority of the Registrable Securities held by such Participating Holders. Each Participating Holder shall keep confidential the fact that a Demand Delay is in effect and the contents of any notice by PubCo of a Demand Delay for the permitted duration of the Demand Delay or until otherwise notified by PubCo, except (A) for disclosure to such Participating Holder's employees, agents and professional advisers who need to know such information and are obligated to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners who have agreed to keep such information confidential or (C) as required by law.

(b) *Underwriting*. If the Demand Initiating Holders intend to distribute the Registrable Securities covered by their demand by means of an Underwritten Offering, they shall so advise PubCo as part of their demand made pursuant to this Section 2.2, and PubCo shall include such information in the written notice referred to in Section 2.2(a)(i). In such event, the right of any Holder to registration pursuant to this Section 2.2 shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in the Underwritten Offering to the extent provided herein. PubCo, together with all holders of Registrable Securities proposing to distribute their securities through such Underwritten Offering, shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected by PubCo and reasonably satisfactory to the Participating Holders that own a majority of the Registrable Securities to be offered for sale in such Underwritten Offering. Notwithstanding any other provision of this Section 2.2, if the Underwriter shall advise PubCo that marketing factors (including an adverse effect on the per security offering price) require a limitation of the number of Registrable Securities to be underwritten, then PubCo shall so advise all Participating Holders that have requested to participate in such offering, and the number of Registrable Securities that may be included in the Demand Registration and Underwritten Offering shall be allocated in the following manner: (A) first, to the Participating Holders on a pro rata basis based on the total number of Registrable Securities held by such Holders, (B) second, to PubCo and (C) third, to other holders of Equity Securities of PubCo exercising a contractual or other right to dispose of such Equity Securities in such Underwritten Offering on a pro rata basis based on the total number of Equity Securities of PubCo held by such persons; provided, that any Registrable Securities or Equity Securities thereby allocated to any such person that exceed such person's request shall be reallocated among the remaining requesting Participating Holders or other requesting holders, as applicable, in like manner. No Registrable Securities excluded from the Underwritten Offering by reason of the Underwriter's marketing limitation shall be included in such Demand Registration. For the avoidance of doubt, PubCo may include securities for its own account (or for the account of any other Persons) in such Demand Registration subject to the limitations of this Section 2.2.

(c) *Effective Registration*. PubCo shall be deemed to have effected a Demand Registration if the Registration Statement pursuant to such registration is declared effective by the SEC and PubCo has complied with all of its obligations under this A&R Registration Rights Agreement with respect thereto. No Demand Registration shall be deemed to have been effected if such registration is subsequently interfered with by any stop order, injunction or other order or requirement of the SEC or other governmental agency or court unless and until (i) such stop order or injunction is removed, rescinded or otherwise terminated and (ii) a majority-in-interest of the Demand Initiating Holders thereafter affirmatively elect to continue with such Registration and accordingly notify PubCo in writing, but in no event later than five (5) days, of such election; provided that PubCo shall not be obligated or required to file another Registration Statement until the Registration Statement that has been previously filed with respect to a Registration pursuant to a Demand Registration becomes effective or is subsequently terminated.

(d) *Restrictions on Registered Offerings*. Notwithstanding the rights and obligations set forth in Section 2.1 and/or Section 2.2, in no event shall PubCo be obligated to take any action to effect:

(i) any Demand Registration or Shelf Take-Down at the request of any Holder prior to the expiration of the Lock-Up Period, to the extent such request relates to Registrable Securities that have not been released from the Lock-Up restrictions of Section 3.1;

(ii) any Demand Registration or Underwritten Shelf Take-Down at the request of the Sponsor, except the Sponsor shall be entitled to initiate one (1) Demand Registration or Underwritten Shelf Take-Down in accordance with the terms of this Article 2, to the extent such request relates to Registrable Securities that have been released from the Lock-Up restrictions of Section 3.1;

(iii) more than three (3) Demand Registrations under this Section 2.2 (other than under clause (ii) above), except the Company Shareholders shall be entitled to initiate two (2) Demand Registrations or Underwritten Shelf Take-Downs in accordance with the terms of this Article 2;

(iv) more than an aggregate of three (3) Underwritten Offerings (including Underwritten Shelf Take-Downs) (other than under clause (ii) above), except the Company Shareholders shall be entitled to initiate two (2) Underwritten Offerings in accordance with the terms of this Article 2;

(v) more than one (1) Underwritten Offering (including Underwritten Shelf Take-Downs) in any 180-day period; or

(vi) any Demand Registration while a Shelf Registration Statement remains outstanding in accordance with the terms of this A&R Registration Rights Agreement.

A majority-in-interest of the Demand Initiating Holders shall have the right to withdraw from a Demand Registration for any or no reason whatsoever upon written notification to PubCo and any Underwriter or Underwriters of their intention to withdraw from such Demand Registration prior to the effectiveness of the Registration Statement filed with the SEC with respect to the Registration of their Registrable Securities pursuant to such Demand Registration. If a majority-in-interest of the Demand Initiating Holders (i) withdraws from a proposed offering pursuant to this Section 2.2(d) and (ii) reimburse the Registration Expenses of PubCo incurred in respect of such aborted Demand Registration, then such registration shall not count as a Demand Registration provided for in Section 2.2.

Notwithstanding anything to the contrary in this Section 2.2(d), in the event that Company Shareholders that are Demand Initiating Holders or Shelf Take-Down Initiating Holders, as applicable, do not sell at least fifty percent (50%) of the Registrable Securities requested to be sold in a Demand Registration or an Underwritten Shelf Take-Down as a result of the Underwriter advising PubCo that marketing factors (including an adverse effect on the per security offering price) require a limitation of the number of Registrable Securities to be underwritten, then for purposes of clauses (iv), (v) and (vi) above, such Demand Registration or Underwritten Shelf Take-Down (as applicable) shall not be considered a Demand Registration or Underwritten Shelf Take-Down effected at the request of such Demand Initiating Holder or Shelf Take-Down Initiating Holder.

Section 2.3. *Piggyback Registration.*

(a) If at any time or from time to time PubCo shall determine to register any of its Equity Securities, either for its own account or for the account of security holders (other than in (1) a registration relating solely to employee benefit plans, (2) a registration statement on Form S-4 or S-8 (or such other similar successor forms then in effect under the Securities Act), (3) a registration pursuant to which PubCo is offering to exchange its own securities for other securities, (4) a registration statement relating solely to dividend reinvestment or similar plans, (5) a Shelf Registration Statement pursuant to which only the initial purchasers and subsequent Transferees of debt securities of PubCo or any of its subsidiaries that are convertible for Common Stock and that are initially issued pursuant to Rule 144A and/or Regulation S (or any successor provision) of the Securities Act may resell such notes and sell the Common Stock into which such notes may be converted, (6) a registration pursuant to Section 2.1 or Section 2.2 hereof, (7) a "universal" Shelf Registration Statement on Form S-3) or (8) a registration expressly contemplated by the PIPE Subscription Agreements, PubCo will:

(i) promptly (but in no event less than ten (10) days before the effective date of the relevant Registration Statement) give to each Holder written notice thereof; and

(ii) include in such Registration (and any related qualification under state securities laws or other compliance), and in any Underwritten Offering involved therein, all the Registrable Securities specified in a written request or requests made within five (5) days after receipt of such written notice from PubCo by any Holder or Holders except as set forth in Section 2.3(b) below.

Each Holder shall keep confidential its receipt of any such notice until the contents of such notice are publicly announced by PubCo or until otherwise notified by PubCo, except (A) for disclosure to such Holder's employees, agents and professional advisers who need to know such information and are obligated to keep it confidential, (B) for disclosures to the extent required in order to comply with reporting obligations to its limited partners who have agreed to keep such information confidential or (C) as required by law or subpoena.

Notwithstanding anything herein to the contrary, this Section 2.3 shall not apply (i) prior to the expiration of the Lock-Up Period in respect of any Holder, to the extent relating to Registrable Securities that have not been released from the Lock-Up restrictions of Section 3.1 or (ii) to any Shelf Take-Down irrespective of whether such Shelf Take-Down is an Underwritten Shelf Take-Down or not an Underwritten Shelf Take-Down.

(b) *Underwriting*. If the Registration of which PubCo gives notice pursuant to Section 2.3(a) is for an Underwritten Offering, PubCo shall so advise the Holders as a part of the written notice given pursuant to Section 2.3(a)(i). In such event the right of any Holder to participate in such registration pursuant to this Section 2.3 shall be conditioned upon such Holder's participation in such Underwritten Offering and the inclusion of such Holder's Registrable Securities in the Underwritten Offering to the extent provided herein. All Holders proposing to dispose of their Registrable Securities through such Underwritten Offering, together with PubCo and the other parties distributing their Equity Securities of PubCo through such Underwritten Offering, shall enter into an underwriting agreement in customary form with the Underwriter or Underwriters selected for such Underwritten Offering by PubCo. Notwithstanding any other provision of this Section 2.3, if the Underwriters shall advise PubCo that marketing factors (including, without limitation, an adverse effect on the per security offering price) require a limitation of the number of Registrable Securities to be underwritten, then PubCo may limit the number of Registrable Securities to be included in the Registration and Underwritten Offering as follows:

(i) If the Registration is initiated and undertaken for PubCo's account, PubCo shall so advise all Holders of Registrable Securities that have requested to participate in such offering, and the number of Registrable Securities that may be included in the Registration and Underwritten Offering shall be allocated in the following manner: (A) first, to PubCo, (B) second, to the Holders of Registrable Securities on a pro rata basis based on the total number of Registrable Securities held by such Holders and (C) third, to other holders of Equity Securities of PubCo exercising a contractual or other right to dispose of such Equity Securities in such Underwritten Offering on a pro rata basis based on the total number of Equity Securities of PubCo held by such persons; provided, that any Registrable Securities or Equity Securities thereby allocated to any such person that exceed such person's request shall be reallocated among the remaining requesting Holders or other requesting holders, as applicable, in like manner.

(ii) If the Registration is initiated and undertaken at the request of one or more holders of Equity Securities of PubCo who are not Holders, PubCo shall so advise all Holders of Registrable Securities that have requested to participate in such offering, and the number of Registrable Securities that may be included in the Registration and Underwritten Offering shall be allocated in the following manner: (A) first, to the initiating holders of Equity Securities of PubCo exercising a contractual or other right to dispose of such Equity Securities in such Underwritten Offering, on a pro rata basis based on the total number of Equity Securities of PubCo, (B) second, to the Holders of Registrable Securities on a pro rata basis based on the total number of Registrable Securities held by such Holders, (C) third, to PubCo, (D) fourth, to other holders of Equity Securities of PubCo exercising a contractual or other right to dispose of such Equity Securities in such Underwritten Offering on a pro rata basis based on the total number of Equity Securities of PubCo held by such persons; provided, that any Registrable Securities or Equity Securities thereby allocated to any such person that exceed such person's request shall be reallocated among the remaining requesting Holders or other requesting holders, as applicable, in like manner.

No securities excluded from the Underwritten Offering by reason of the Underwriter's marketing limitation shall be included in such Registration.

(c) *Right to Terminate Registration*. PubCo shall have the right to terminate or withdraw any Registration initiated by it under this Section 2.3 prior to the effectiveness of such Registration whether or not any Holder has elected to include Registrable Securities in such Registration.

Section 2.4. *Expenses of Registration*. Except as provided in Section 2.2(d), all Registration Expenses incurred in connection with all Registrations or other Transfers effected pursuant to or permitted by this A&R Registration Rights Agreement shall be borne by PubCo. It is acknowledged by the Holders that the Holders selling or otherwise Transferring any Registrable Securities in any Registration or Transfer shall bear all incremental selling expenses relating to the sale or Transfer of such Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, Underwriter marketing costs and, other than as set forth in the definition of "Registration Expenses," all reasonable fees and expenses of any legal counsel representing such Holders, in each case pro rata based on the number of Registrable Securities that such Holders have sold or Transferred in such Registration. Any transfer taxes with respect to the sale of Registrable Securities will be borne by the Holder of such Registrable Securities.

Section 2.5. *Obligations of PubCo*. Whenever required under this Article 2 to effect the Registration of any Registrable Securities, PubCo shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a Registration Statement with respect to such Registrable Securities and use its reasonable best efforts to cause such Registration Statement to become effective and remain effective until all Registrable Securities covered by such Registration Statement have been sold or are no longer outstanding (such period, the "**Effectiveness Period**");

(b) prepare and file with the SEC such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection with such Registration Statement as may be required by the rules, regulations or instructions applicable to the registration form used by PubCo or by the Securities Act or rules and regulations thereunder to keep such Registration Statement effective until all Registrable Securities covered by such Registration Statement are sold in accordance with the intended plan of distribution set forth in such Registration Statement or supplement to the Prospectus;

(c) permit a representative of the Holders, any Underwriter participating in any distribution pursuant to such Registration and any attorney or accountant retained by such Holders, to participate in good faith in the preparation of such Registration Statement and cause PubCo's officers, directors and employees to supply all information reasonably requested by any such representative, attorney or accountant in connection with the Registration; provided, however, that such representatives enter into a confidentiality agreement, in form and substance reasonably satisfactory to PubCo, prior to the release or disclosure of any such information;

(d) during the Effectiveness Period, furnish to the Holders such numbers of copies of the Registration Statement and the related Prospectus, including all exhibits thereto and documents incorporated by reference therein and a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as they may reasonably request in order to facilitate the disposition of Registrable Securities owned by them; provided that PubCo will not have any obligation to provide any document pursuant to this clause that is available on the SEC's EDGAR system;

(e) in the event of any Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing Underwriter(s) of such offering; each Holder participating in such underwriting shall also enter into and perform its obligations under such an agreement;

(f) notify each Holder of Registrable Securities covered by such Registration Statement, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes existing Misstatement;

(g) notify each Holder of Registrable Securities covered by such Registration Statement as soon as reasonably practicable after notice thereof is received by PubCo of the issuance by the SEC of any stop order suspending the effectiveness of such Registration Statement or any order by the SEC or any other regulatory authority preventing or suspending the use of any preliminary or final Prospectus or the initiation or threatening of any proceedings for such purposes, or any notification with respect to the suspension of the qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

(h) use its reasonable best efforts to prevent the issuance of any stop order suspending the effectiveness of any Registration Statement or of any order preventing or suspending the use of any preliminary or final Prospectus and, if any such order is issued, to use reasonable best efforts to obtain the withdrawal of any such order as soon as reasonably practicable;

(i) use its reasonable best efforts to register or qualify, and cooperate with the Holders of Registrable Securities covered by such Registration Statement, the Underwriters, if any, and their respective counsel, in connection with the Registration or qualification of such Registrable Securities for offer and sale under the blue sky or securities laws of each state and other jurisdiction of the United States as any such Holder or Underwriters, if any, or their respective counsel reasonably request in writing, and do any and all other things reasonably necessary or advisable to keep such Registration or qualification in effect for such period as required by Section 2.1(b) and Section 2.2(c), as applicable; provided, that PubCo shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or take any action which would subject it to taxation or service of process in any such jurisdiction where it is not then so subject;

(j) in the case of an Underwritten Offering, obtain for delivery to the Underwriters an opinion or opinions from counsel for PubCo, dated the date of the closing under the underwriting agreement, in customary form, scope and substance, which opinions shall be reasonably satisfactory to the managing Underwriter;

(k) in the case of an Underwritten Offering, obtain for delivery to PubCo and the Underwriters a comfort letter from PubCo's independent certified public accountants in customary form and covering such matters of the type customarily covered by comfort letters as the managing Underwriter reasonably requests;

(l) use its reasonable best efforts to list the Registrable Securities that are covered by such Registration Statement with any securities exchange or automated quotation system on which the Common Stock or other Equity Securities of PubCo, as applicable, are then listed;

(m) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by the applicable Registration Statement from and after a date not later than the effective date of such Registration Statement;

(n) cooperate with Holders including Registrable Securities in such Registration and the managing Underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, such certificates to be in such denominations and registered in such names as such Holders or the managing Underwriters may request at least two (2) Business Days prior to any sale of Registrable Securities;

(o) make available to its security holders, as soon as reasonably practicable, an earnings statement satisfying the provisions of Section 11(a) of the Securities Act and Rule 158 thereunder (or any successor rule promulgated thereafter by the SEC);

(p) in the case of an Underwritten Offering that is Marketed, cause appropriate personnel of PubCo to participate in the customary "road show" presentations that may be reasonably requested by the managing Underwriter; and

(q) otherwise, in good faith, reasonably cooperate with, and take such customary actions as may reasonably be requested by, the Holders, in connection with such Registration.

Section 2.6. *Indemnification.*

(a) PubCo will, and does hereby undertake to, indemnify and hold harmless each Holder of Registrable Securities and each of such Holder's officers, directors, partners, members, stockholders and agents, legal counsel and accountants for each such Holder, any underwriter (as defined in the Securities Act) for each such Holder and each Person, if any, who controls such Holder, within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of or based upon any Misstatement or alleged Misstatement or any violation or alleged violation by PubCo (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law; provided that PubCo will not be liable in any such case to the extent that any such claim, loss, damage, liability or expense arises out of or is based on any untrue statement or omission made in reliance and in conformity with written information furnished to PubCo by such Holder expressly for use therein.

(b) Each Holder (if Registrable Securities held by or issuable to such Holder are included in such Registration, qualification, compliance or sale pursuant to this Article 2) will, and does hereby undertake to, indemnify and hold harmless, severally and not jointly, PubCo and each of its officers who has signed the Registration Statement, directors, partners, members, stockholders and agents, legal counsel and accountants for PubCo, any underwriter (as defined in the Securities Act), any other Holder selling securities in such Registration Statement, any controlling Person of any such underwriter or other Holder and each Person, if any, who controls PubCo within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, against all claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) (or actions in respect thereof) arising out of or based upon (i) any Misstatement or alleged Misstatement or (ii) any violation or alleged violation by PubCo (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law, but in the case of clause (i) or (ii), only to the extent, that such Misstatement or alleged Misstatement, or violation or alleged violation, was made in such Registration Statement, prospectus, offering circular, free writing prospectus or other document, in reliance upon and in conformity with written information that relates to such Holder in its capacity as a selling security Holder and was furnished to PubCo by such Holder expressly for use therein; provided, however, that the aggregate liability of each Holder hereunder shall be limited to the net proceeds after underwriting discounts and commissions received by such Holder upon the sale of the Registrable Securities giving rise to such indemnification obligation, except in the case of fraud or willful misconduct by such Holder.

(c) Each party entitled to indemnification under this Section 2.6 (the "**Indemnified Party**") shall give notice to the party required to provide such indemnification (the "**Indemnifying Party**") of any claim as to which indemnification may be sought promptly after such Indemnified Party has actual knowledge thereof, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom; provided that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be subject to approval by the Indemnified Party (whose approval shall not be unreasonably withheld) and the Indemnified Party may participate in such defense at the Indemnifying Party's expense if representation of such Indemnified Party would be, in the reasonable judgment of the Indemnified Party, inappropriate due to an actual or potential conflict of interest between such Indemnified Party and any other party represented by such counsel in such proceeding or there may be reasonable defenses available to the Indemnified Party that are different from or additional to those available to the Indemnifying Party; and provided, further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Section 2.6, except to the extent that such failure to give notice materially prejudices the Indemnifying Party in the defense of any such claim or any such litigation. An Indemnifying Party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such Indemnifying Party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. If such defense is assumed by the Indemnifying Party, the Indemnifying Party shall not be subject to any liability for any settlement made by the Indemnified Party without its consent (but such consent shall not be unreasonably withheld). No Indemnifying Party shall, without the consent of the Indemnified Party, not to be unreasonably withheld or delayed, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the Indemnifying Party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

(d) In order to provide for just and equitable contribution in case indemnification is prohibited or limited by law, the Indemnifying Party, in lieu of indemnifying such Indemnified Party, shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any Misstatement or alleged Misstatement, has been made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and such Person's relative intent, knowledge, access to information and opportunity to correct or prevent such actions; provided, however, that in any case, (i) no Holder will be required to contribute any amount in excess of the net proceeds after underwriting discounts and commissions received by such Holder upon the sale of the Registrable Securities giving rise to such contribution obligation and (ii) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.6(d) were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this Section 2.6(d).

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in any underwriting agreement entered into in connection with any Underwritten Offering conflict with the foregoing provisions, the provisions in such underwriting agreement shall control.

Section 2.7. *Information by Holder*. The Holder or Holders of Registrable Securities included in any Registration shall furnish to PubCo such information regarding such Holder or Holders and the distribution proposed by such Holder or Holders as PubCo may reasonably request in writing and as shall be required in connection with any Registration, qualification or compliance referred to in this Article 2. Each Holder agrees, if requested in writing by PubCo, to represent to PubCo the total number of Registrable Securities held by such Holder in order for PubCo to make determinations under this A&R Registration Rights Agreement, including for purposes of Section 2.9 hereof. Notwithstanding anything to the contrary contained in this A&R Registration Rights Agreement, if any Holder does not provide PubCo with information requested pursuant to this Section 2.7, PubCo may exclude such Holder's Registrable Securities from the applicable Registration Statement or Prospectus if PubCo determines, based on the advice of outside counsel, that such information is necessary to effect the Registration and such Holder continues thereafter to withhold such information. No Person may participate in any Underwritten Offering of Equity Securities of PubCo pursuant to a Registration under this A&R Registration Rights Agreement unless such Person completes and executes all customary questionnaires, powers of attorney, custody agreements, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements. Subject to the minimum thresholds set forth in Section 2.1(d)(ii) and Section 2.2(a) of this A&R Registration Rights Agreement, the exclusion of a Holder's Registrable Securities as a result of this Section 2.7 shall not affect the registration of the other Registrable Securities to be included in such Registration.

Section 2.8. *Delay of Registration*. No Holder shall have any right to obtain, and hereby waives any right to seek, an injunction restraining or otherwise delaying any such Registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Article 2.

Section 2.9. *Rule 144 Reporting*. As long as any Holder shall own Registrable Securities, PubCo, at all times while it shall be a reporting company under the Exchange Act, covenants to file timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by PubCo after the date hereof pursuant to Section 13(a) or 15(d) of the Exchange Act. PubCo further covenants that it shall take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to resell or otherwise dispose of shares of Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the SEC), including providing any customary legal opinions. Upon the request of any Holder, PubCo shall deliver to such Holder a written certification of a duly authorized officer as to whether it has complied with such requirements.

Section 2.10. *"Market Stand Off" Agreement*. Each Holder hereby agrees with PubCo that, with respect to Underwritten Offerings in which such Holder participates, during such period (which period shall in no event exceed 90 days) following the effective date of a Registration Statement of PubCo (or, in the case of an Underwritten Shelf Take-Down, the date of the filing of a preliminary Prospectus or Prospectus supplement relating to such Underwritten Offering (or if there is no such filing, the first contemporaneous press release announcing commencement of such Underwritten Offering)) as the Holders that own a majority of the Registrable Securities participating in such Underwritten Offering may agree to with the Underwriter or Underwriters of such Underwritten Offering (a "**Market Stand-Off Period**"), such Holder or its Affiliates shall not Transfer (other than to donees who agree to be similarly bound) any Registrable Securities held by it at any time during such period except Registrable Securities included in such Registration. In connection with any Underwritten Offering contemplated by this Section 2.10, PubCo shall use reasonable best efforts to cause each director and executive officer of PubCo to execute a customary lock-up for the Market Stand-Off Period. Each Holder agrees with PubCo that it shall deliver to the Underwriter or Underwriters for any such Underwritten Offering a customary agreement (with customary terms, conditions and exceptions) that is substantially similar to the agreement delivered to the Underwriter or Underwriters by the Holders that own a majority of the Registrable Securities participating in such Registration reflecting their agreement set forth in this Section 2.10; provided, that such agreement shall not be materially more restrictive than any similar agreement entered into by PubCo's directors and executive officers participating in such Underwritten Offering; provided, further, that such agreement shall not be required unless all Holders are required to enter into similar agreements; provided, further, that such agreement shall provide that any early release of any Holder from the provisions of the terms of such agreement shall be on a pro rata basis among all Holders.

Section 2.11. *Other Obligations*. In connection with a Transfer of Registrable Securities exempt from Section 5 of the Securities Act or through any broker-dealer transactions described in the plan of distribution set forth within the Prospectus and pursuant to the Registration Statement of which such Prospectus forms a part, PubCo shall, subject to applicable Law, as interpreted by PubCo with the advice of counsel, and the receipt of any customary documentation required from the applicable Holders in connection therewith, (a) promptly instruct its transfer agent to remove any restrictive legends applicable to the Registrable Securities being Transferred and (b) cause its legal counsel to deliver the necessary legal opinions, if any, to the transfer agent in connection with the instruction under clause (a). In addition, PubCo shall cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with the aforementioned Transfers; provided, however, that PubCo shall have no obligation to participate in any "road shows" or assist with the preparation of any offering memoranda or related documentation with respect to any Transfer of Registrable Securities in any transaction that does not constitute an Underwritten Offering.

Section 2.12. *Term*. Article 2 shall terminate on the earlier of (i) the fifth (5^{th}) anniversary of the date of this A&R Registration Rights Agreement and (ii) with respect to any Holder, on the date that such Holder no longer holds any Registrable Securities. The provisions of Section 2.6 shall survive any such termination with respect to such Holder.

Section 2.13. *Other Registration Rights*. Other than the registration rights set forth in the Original RRA and in the PIPE Subscription Agreements, PubCo represents and warrants that no Person, other than a Holder of Registrable Securities pursuant to this A&R Registration Rights Agreement, has any right to require PubCo to register any securities of PubCo for sale or to include such securities of PubCo in any Registration Statement filed by PubCo for the sale of securities for its own account or for the account of any other Person. Further, each of PubCo and the Sponsor represents and warrants that this A&R Registration Rights Agreement supersedes any other registration rights agreement or agreement (including the Original RRA), among any of the relevant parties; other than, in respect of any Holders who are also party to the PIPE Subscription Agreements, the PIPE Subscription Agreements.

Section 2.14. *Termination of Original RRA*. Upon the Closing, PubCo and the Sponsor hereby agree that the Original RRA and all of the respective rights and obligations of the parties thereunder are hereby terminated in their entirety and shall be of no further force or effect.

ARTICLE 3
LOCK-UP

Section 3.1. *Lock-Up.*

(a) Subject to Section 3.1(b), the Holders may not Transfer any Lock-Up Shares during the Lock-Up Period (the "**Lock-Up**").

(b) Notwithstanding the provisions set forth in Section 3.1(a), the Holders or their respective Permitted Transferees may Transfer the Lock-Up Shares during the Lock-Up Period (i) as a bona fide gift or charitable contribution; (ii) to a trust, or other entity formed for estate planning purposes for the primary benefit of the spouse, domestic partner, parent, sibling, child or grandchild of such Holder or any other natural person with whom such Holder has a relationship by blood, marriage or adoption not more remote than first cousin; (iii) by will or intestate succession upon the death of the Holder; (iv) pursuant to a qualified domestic order, court order or in connection with a divorce settlement, or any legal, regulatory or other order; (v) if such Holder is a corporation, partnership (whether general, limited or otherwise), limited liability company, trust or other business entity, (A) to another corporation, partnership, limited liability company, trust or other business entity that controls, is controlled by or is under common control or management with the Holder, or (B) to partners, limited liability company members or stockholders of the Holder, including, for the avoidance of doubt, where the Holder is a partnership, to its general partner or a successor partnership or fund, or any other funds managed by such partnership; (vi) if such Holder is a trust, to a trustor or beneficiary of the trust or to the estate of a beneficiary of such trust; (vii) to a nominee or custodian of a person or entity to whom a disposition or Transfer would be permissible under clauses (i) through (vi) of this Section 3.1(b); (viii) as a pledge or other grant of a security interest in Lock-Up Shares to one or more financial or lending institutions as collateral or security in connection with any bona fide loans, advances or extensions of credit or debt transaction (or enforcement thereunder) entered into by the Holder or any of its Affiliates, or any refinancings thereof, and any Transfers of such Lock-Up Shares upon foreclosure thereof, so long as the applicable Transferee agrees in writing to be bound by the restrictions set forth herein; (ix) pursuant to a bona fide third-party tender offer, merger, stock sale, recapitalization, consolidation or other transaction involving a change in control of PubCo; provided, however, that if such tender offer, merger, stock sale, recapitalization, consolidation or other such transaction is not completed, the Lock-Up Shares shall remain subject to the Lock-Up; (x) the establishment of a trading plan pursuant to Rule 10b5-1 promulgated under the 1934 Act; provided, however, that such plan does not provide for the Transfer of Lock-Up Shares during the Lock-Up Period; (xi) to PubCo in connection with the repurchase of such Holder's shares in connection with the termination of the Holder's employment with PubCo or any subsidiary of PubCo pursuant to contractual agreements with the PubCo; (xii) to satisfy tax withholding obligations in connection with the exercise of options to purchase shares of Common Stock of PubCo or the vesting or settlement of PubCo stock-based awards; (xiii) in payment on a "net exercise" or "cashless" basis of the exercise or purchase price with respect to the exercise of options to purchase shares of Common Stock of PubCo; or (xiv) from and after the occurrence of a Triggering Event (the "**Release Date**").

(c) In order to enforce this Section 3.1, PubCo may impose stop transfer instructions with respect to the Lock-Up Shares until the end of the Lock-Up Period.

(d) Notwithstanding the other provisions set forth in this Section 3.1, the Board (including, for the avoidance of doubt and to the fullest extent permitted by law, a duly authorized committee thereof) may, in its sole discretion, determine to waive, amend, or repeal the Lock-Up obligations set forth herein; provided that, for so long as at least one director designated by Sponsor is then serving on the Board, any decision by the Board (or such committee) to waive, amend, or repeal the Lock-Up obligations set forth herein shall include the affirmative vote or consent of at least one director designated by Sponsor.

(e) The Transferee of any Lock-Up Shares prior to the expiration of the Lock-Up Period in accordance with the terms of this A&R Registration Rights Agreement shall have no rights under this A&R Registration Rights Agreement, unless, for the avoidance of doubt, such Transferee is a Permitted Transferee. Any Transferee of Lock-Up Shares who is a Permitted Transferee of the Transferor shall be required, at the time of and as a condition to such Transfer, to become a party to this A&R Registration Rights Agreement by executing and delivering a joinder in the form attached to this A&R Registration Rights Agreement as Exhibit B, whereupon such Transferee will be treated as a Party (with the same rights and obligations as the Transferor) for all purposes of this A&R Registration Rights Agreement. Notwithstanding the foregoing provisions of this Section 3.1(e), a Holder may (i) not make a Transfer to a Permitted Transferee if such Transfer has as a purpose the avoidance of or is otherwise undertaken in contemplation of avoiding the restrictions on Transfers in this A&R Registration Rights Agreement (it being understood that the purpose of this provision includes prohibiting the Transfer to a Permitted Transferee (A) that has been formed to facilitate a material change with respect to who or which entities beneficially own the underlying Lock-Up Shares, or (B) followed by a change in the relationship between the Holder and the Permitted Transferee (or a change of control of such Holder or Permitted Transferee) after the Transfer with the result and effect that the Holder has indirectly made a Transfer of Lock-Up Shares by using a Permitted Transferee, which Transfer would not have been directly permitted under this Section 3.1 had such change in such relationship occurred prior to such Transfer).

(f) As promptly as practicable, but in any event within the earlier of (i) one (1) Business Day following the end of the Lock-Up Period, and (ii) two (2) Business Days following the Release Date, PubCo shall, subject to the receipt of any customary documentation required from the applicable Holders in connection therewith, (x) promptly deliver instructions to its transfer agent to remove the Lock-Up restrictive legend from the Lock-Up Shares and (y) cause its legal counsel to deliver the necessary legal opinions, if any, to the transfer agent in connection with the instruction under clause (x). In addition, PubCo shall cooperate reasonably with, and take such customary actions as may reasonably be requested by the Holders, in connection with the termination of the Lock-Up Period or the Release Date, as applicable.

ARTICLE 4
GENERAL PROVISIONS

Section 4.1. *Assignment; Successors and Assigns; No Third-Party Beneficiaries.*

(a) Except as otherwise permitted pursuant to this A&R Registration Rights Agreement, no Party may assign such Party's rights and obligations under this A&R Registration Rights Agreement, in whole or in part, without the prior written consent of PubCo. Any such assignee may not again assign those rights, other than in accordance with this Article 4. Any attempted assignment of rights or obligations in violation of this Article 4 shall be null and void.

(b) Notwithstanding anything to the contrary contained in this A&R Registration Rights Agreement (other than the succeeding sentence of this Section 4.1(b)), (i) prior to the expiration of the Lock-Up Period, a Holder may not Transfer such Holder's rights or obligations under this A&R Registration Rights Agreement in connection with a Transfer of such Holder's Registrable Securities, in whole or in part, except in connection with a Transfer pursuant to Section 3.1(b); and (ii) after the expiration of the Lock-Up restrictions in Section 3.1 with respect to any Registrable Securities held by a Holder, a Holder may Transfer such Holder's rights or obligations under this A&R Registration Rights Agreement in connection with a Transfer of such Registrable Securities, in whole or in part, to (x) any of such Holder's Permitted Transferees, or (y) any Person with the prior written consent of PubCo. Any Transferee of Registrable Securities (other than pursuant to an effective registration statement under the Securities Act or pursuant to a Rule 144 transaction) shall, except as otherwise expressly stated herein, have all the rights and be subject to all of the obligations of the Transferor Holder under this A&R Registration Rights Agreement and shall be required, at the time of and as a condition to such Transfer, to become a party to this A&R Registration Rights Agreement by executing and delivering a joinder in the form attached to this A&R Registration Rights Agreement as Exhibit B. No Transfer of Registrable Securities by a Holder shall be registered on PubCo's books and records, and such Transfer of Registrable Securities shall be null and void and not otherwise effective, unless any such Transfer is made in accordance with the terms and conditions of this A&R Registration Rights Agreement, and PubCo is hereby authorized by all of the Holders to enter appropriate stop transfer notations on its transfer records to give effect to this A&R Registration Rights Agreement.

(c) All of the terms and provisions of this A&R Registration Rights Agreement shall be binding upon the Parties and their respective successors, assigns, heirs and Representatives, but shall inure to the benefit of and be enforceable by the successors, assigns, heirs and Representatives of any Party only to the extent that they are permitted successors, assigns, heirs and Representatives pursuant to the terms of this A&R Registration Rights Agreement.

(d) Nothing in this A&R Registration Rights Agreement, express or implied, is intended to confer upon any Party, other than the Parties and their respective permitted successors, assigns, heirs and Representatives, any rights or remedies under this A&R Registration Rights Agreement or otherwise create any third party beneficiary hereto.

Section 4.2. *Termination*. Article 2 of this A&R Registration Rights Agreement shall terminate as set forth in Section 2.13. The remainder of this A&R Registration Rights Agreement shall terminate automatically (without any action by any Party) as to each Holder when such Holder, following the Closing Date, ceases to Beneficially Own any Registrable Securities. Notwithstanding anything herein to the contrary, in the event the Merger Agreement terminates in accordance with its terms prior to the Closing, this A&R Registration Rights Agreement shall automatically terminate and be of no further force or effect, without any further action required by the Parties.

Section 4.3. *Severability*. If any provision of this A&R Registration Rights Agreement is determined to be invalid, illegal or unenforceable by any Governmental Entity, the remaining provisions of this A&R Registration Rights Agreement, to the extent permitted by Law shall remain in full force and effect.

Section 4.4. *Entire Agreement; Amendments; No Waiver.*

(a) This A&R Registration Rights Agreement, together with the Exhibits to this A&R Registration Rights Agreement, the Merger Agreement and all other Transaction Agreements (as such term is defined in the Merger Agreement), constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, understandings and discussions, whether oral or written, relating to such subject matter in any way, including the Original RRA, and there are no warranties, representations or other agreements among the Parties in connection with such subject matter except as set forth in this A&R Registration Rights Agreement and therein.

(b) No provision of this A&R Registration Rights Agreement may be amended or modified in whole or in part at any time without the express written consent of PubCo and the Holders holding in the aggregate more than fifty percent (50%) of the Registrable Securities Beneficially Owned by the Holders; provided that any such amendment or modification that adversely affects any right granted to Holder, solely in their capacity as a holder of the shares of capital stock of PubCo, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected.

(c) No waiver of any provision or default under, nor consent to any exception to, the terms of this A&R Registration Rights Agreement shall be effective unless in writing and signed by the Party to be bound and then only to the specific purpose, extent and instance so provided.

Section 4.5. *Counterparts; Electronic Delivery*. This A&R Registration Rights Agreement and any other agreements, certificates, instruments and documents delivered pursuant to this A&R Registration Rights Agreement may be executed and delivered in one or more counterparts and by fax, email or other electronic transmission, each of which shall be deemed an original and all of which shall be considered one and the same agreement. No Party shall raise the use of a fax machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or email as a defense to the formation or enforceability of a contract and each Party forever waives any such defense. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this A&R Registration Rights Agreement or any document to be signed in connection with this A&R Registration Rights Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Section 4.6. *Notices*. All notices, demands and other communications to be given or delivered under this A&R Registration Rights Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered (or, if delivery is refused, upon presentment) or received by email (with confirmation of transmission) prior to 5:00 p.m. eastern time on a Business Day and, if otherwise, on the next Business Day, (b) one (1) Business Day following sending by reputable overnight express courier (charges prepaid) or (c) three (3) calendar days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing pursuant to the provisions of this Section 4.6, notices, demands and other communications shall be sent to the addresses indicated below or on the receiving party's signature page:

if to PubCo, to:

Agility Robotics, Inc.
4698 Truax Drive SE
Salem, OR 97317
Attention: Ana Lang
Email: [***]

with a copy (which shall not constitute notice) to:

Latham & Watkins LLP
1271 Avenue of the Americas New York, NY 10020
Attn: Peyton Worley
Ryan Maierson
Email: [***]
[***]

if to the Sponsor, to:

Churchill Sponsor XI LLC
640 Fifth Avenue, 14th Floor
New York, NY 10019
Attn: Jay Taragin
Email: [***]

with a copy (which shall not constitute notice) to:

Willkie Farr & Gallagher LLP
787 7th Avenue
New York, NY 10019
Attn: Greg Astrachan
Sean Ewen
Esther Chang
Email: [***]
[***]
[***]

Section 4.7. *Governing Law; Waiver of Jury Trial; Jurisdiction*. The Law of the State of Delaware shall govern (a) all Actions, claims or matters related to or arising from this A&R Registration Rights Agreement (including any tort or non-contractual claims) and (b) any questions concerning the construction, interpretation, validity and enforceability of this A&R Registration Rights Agreement, and the performance of the obligations imposed by this A&R Registration Rights Agreement, in each case without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the State of Delaware. EACH PARTY TO THIS A&R REGISTRATION RIGHTS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION BROUGHT TO RESOLVE ANY DISPUTE BETWEEN OR AMONG ANY OF THE PARTIES (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THIS A&R REGISTRATION RIGHTS AGREEMENT, THE TRANSACTIONS CONTEMPLATED BY THIS A&R REGISTRATION RIGHTS AGREEMENT AND/OR THE RELATIONSHIPS ESTABLISHED AMONG THE PARTIES UNDER THIS A&R REGISTRATION RIGHTS AGREEMENT. THE PARTIES FURTHER WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH SUCH PARTY'S LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES SUCH PARTY'S JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. Each of the Parties submits to the exclusive jurisdiction of first, the Chancery Court of the State of Delaware or if such court declines jurisdiction, then to the Federal District Court for the District of Delaware, in any Action arising out of or relating to this A&R Registration Rights Agreement, agrees that all claims in respect of the Action shall be heard and determined in any such court and agrees not to bring any Action arising out of or relating to this A&R Registration Rights Agreement in any other courts. Each Party irrevocably consents to the service of process in any such Action by the mailing of copies thereof by registered or certified mail, postage prepaid, to such Party, at its address for notices as provided in Section 4.6 of this A&R Registration Rights Agreement, such service to become effective ten (10) days after such mailing. Each Party hereby irrevocably waives any objection to such service of process and further irrevocably waives and agrees not to plead or claim in any Action commenced hereunder or under any other documents contemplated hereby that service of process was in any way invalid or ineffective. Nothing in this Section 4.7, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law or at equity; provided, that each of the Parties hereby waives any right it may have under the Laws of any jurisdiction to commence by publication any Action with respect to this A&R Registration Rights Agreement. To the fullest extent permitted by applicable Law, each of the Parties hereby irrevocably waives any objection it may now or hereafter have to the laying of venue of any Action arising out of or relating to this in any of the courts referred to in this Section 4.7 and hereby further irrevocably waives and agrees not to plead or claim that any such court is not a convenient forum for any such Action. Each Party agrees that a final judgment in any Action so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law or at equity, in any jurisdiction.

Section 4.8. *Specific Performance*. Each Party hereby agrees and acknowledges that it may be impossible to measure in money the damages that would be suffered if the Parties fail to comply with any of the obligations imposed on them by this A&R Registration Rights Agreement and that, in the event of any such failure, an aggrieved Party will be irreparably damaged and will not have an adequate remedy at Law. Any such Party may, therefore, be entitled (in addition to any other remedy to which such Party may be entitled at Law or in equity) to seek injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond.

Section 4.9. *Consents, Approvals and Actions*. If any consent, approval or action of the Company Shareholders is required at any time pursuant to this A&R Registration Rights Agreement, such consent, approval or action shall be deemed given if the holders of a majority of the outstanding Equity Securities of PubCo held by the Company Shareholders at such time provide such consent, approval or action in writing at such time.

Section 4.10. *Not a Group; Independent Nature of Holders' Obligations and Rights*. The Holders and PubCo agree that the arrangements contemplated by this A&R Registration Rights Agreement are not intended to constitute the formation of a "group" (as defined in Section 13(d)(3) of the Exchange Act). Each Holder agrees that, for purposes of determining beneficial ownership of such Holder, it shall disclaim any beneficial ownership by virtue of this A&R Registration Rights Agreement of PubCo's Equity Securities owned by the other Holders, and PubCo agrees to recognize such disclaimer in its Exchange Act and Securities Act reports. The obligations of each Holder under this A&R Registration Rights Agreement are several and not joint with the obligations of any other Holder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder under this A&R Registration Rights Agreement. Nothing contained herein, and no action taken by any Holder pursuant hereto, shall be deemed to constitute the Holders as, and PubCo acknowledges that the Holders do not so constitute, a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this A&R Registration Rights Agreement, and PubCo acknowledges that the Holders are not acting in concert or as a group, and PubCo shall not assert any such claim, with respect to such obligations or the transactions contemplated by this A&R Registration Rights Agreement. The decision of each Holder to enter into this A&R Registration Rights Agreement has been made by such Holder independently of any other Holder. Each Holder acknowledges that no other Holder has acted as agent for such Holder in connection with such Holder making its investment in PubCo and that no other Holder will be acting as agent of such Holder in connection with monitoring such Holder's investment in the Common Stock or enforcing its rights under this A&R Registration Rights Agreement. PubCo and each Holder confirms that each Holder has had the opportunity to independently participate with PubCo and its subsidiaries in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Holder shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this A&R Registration Rights Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement to effectuate the rights and obligations contemplated hereby was solely in the control of PubCo, not the action or decision of any Holder, and was done solely for the convenience of PubCo and its subsidiaries and not because it was required to do so by any Holder. It is expressly understood and agreed that each provision contained in this A&R Registration Rights Agreement is between PubCo and a Holder, solely, and not between PubCo and the Holders collectively and not between and among the Holders.

Section 4.11. *Representations and Warranties of the Parties*. Each of the Parties hereby represents and warrants to each of the other Parties as follows:

(a) Such Party, to the extent applicable, is duly organized or incorporated, validly existing and in good standing under the laws of the jurisdiction of its organization or incorporation and has all requisite power and authority to conduct its business as it is now being conducted and is proposed to be conducted.

(b) Such Party has the full power, authority and legal right to execute, deliver and perform this A&R Registration Rights Agreement. The execution, delivery and performance of this A&R Registration Rights Agreement have been duly authorized by all necessary action, corporate or otherwise, of such Party. This A&R Registration Rights Agreement has been duly executed and delivered by such Party and constitutes their legal, valid and binding obligation, enforceable against it, him or her in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally.

(c) The execution and delivery by such Party of this A&R Registration Rights Agreement, the performance by such Party of their obligations hereunder by such Party does not and will not violate (i) in the case of Parties who are not individuals, any provision of its by-laws, charter, articles of association, partnership agreement or other similar organizational document, (ii) any provision of any material agreement to which it, he or she is a Party or by which it, he or she is bound or (iii) any law, rule, regulation, judgment, order or decree to which it, he or she is subject.

(d) Such Party is not currently in violation of any law, rule, regulation, judgment, order or decree, which violation could reasonably be expected at any time to have a material adverse effect upon such Party's ability to enter into this A&R Registration Rights Agreement or to perform their obligations hereunder.

(e) There is no pending legal action, suit or proceeding that would materially and adversely affect the ability of such Party to enter into this A&R Registration Rights Agreement or to perform their obligations hereunder.

Section 4.12. *No Third-Party Liabilities*. This A&R Registration Rights Agreement may only be enforced against the named parties hereto. All claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to any of this A&R Registration Rights Agreement, or the negotiation, execution or performance of this A&R Registration Rights Agreement (including any representation or warranty made in or in connection with this A&R Registration Rights Agreement or as an inducement to enter into this A&R Registration Rights Agreement), may be made only against the Persons that are expressly identified as parties hereto, as applicable; and no past, present or future direct or indirect director, officer, employee, incorporator, member, partner, stockholder, Affiliate, portfolio company in which any such Party or any of its investment fund Affiliates have made a debt or equity investment (and vice versa), agent, attorney or Representative of any Party hereto (including any Person negotiating or executing this A&R Registration Rights Agreement on behalf of a Party hereto), unless a Party to this A&R Registration Rights Agreement, shall have any liability or obligation with respect to this A&R Registration Rights Agreement or with respect any claim or cause of action (whether in contract or tort) that may arise out of or relate to this A&R Registration Rights Agreement, or the negotiation, execution or performance of this A&R Registration Rights Agreement (including a representation or warranty made in or in connection with this A&R Registration Rights Agreement or as an inducement to enter into this A&R Registration Rights Agreement).

Section 4.13. *Legends*. Without limiting the obligations of PubCo set forth in Section 2.11, each of the Holders acknowledges that (i) no Transfer, hypothecation or assignment of any Registrable Securities Beneficially Owned by such Holder may be made except in compliance with applicable federal and state securities laws and (ii) PubCo shall (x) place customary restrictive legends on the certificates or book entries representing the Registrable Securities subject to this A&R Registration Rights Agreement and (y) remove such restrictive legends at the time the applicable Transfer and other restrictions contemplated thereby are no longer applicable to the Registrable Securities represented by such certificates or book entries.

Section 4.14. *Adjustments*. If there are any changes in the Common Stock as a result of stock split, stock dividend, combination or reclassification, or through merger, consolidation, recapitalization or other similar event, appropriate adjustment shall be made in the provisions of this A&R Registration Rights Agreement, as may be required, so that the rights, privileges, duties and obligations under this A&R Registration Rights Agreement shall continue with respect to the Common Stock as so changed.

(*Signature Pages Follow*)

IN WITNESS WHEREOF, each of the Parties has duly executed this A&R Registration Rights Agreement as of the Effective Date.

CHURCHILL CAPITAL CORP XI

By: /s/ Jay Taragin
Name: Jay Taragin
Title: Chief Financial Officer

[*Signature Page to A&R Registration Rights Agreement*]

IN WITNESS WHEREOF, each of the Parties has duly executed this A&R Registration Rights Agreement as of the Effective Date.

SPONSOR:

CHURCHILL SPONSOR XI LLC

By: M. Klein Associates, Inc., the Managing Member

By: /s/ Michael Klein
Name: Michael Klein
Title: Authorized Person

[*Signature Page to A&R Registration Rights Agreement*]

Exhibit A

Form of Joinder

This Joinder (this "**Joinder**") to the Amended and Restated Registration Rights Agreement, made as of _____, is executed by _____("**Joining Company Shareholder**").

WHEREAS, pursuant to the Merger Agreement, Joining Company Shareholder will receive shares of Common Stock; and

WHEREAS, Joining Company Shareholder is required to become a party to that certain Amended and Restated Registration Rights Agreement, dated as of June 24, 2026, among Churchill Capital Corp XI, a Delaware corporation ("**PubCo**") to be renamed "Agility Robotics, Inc." upon the Effective Date, and the other persons party thereto (the "**A&R Registration Rights Agreement**") by executing and delivering this Joinder, whereupon such Joining Company Shareholder will be treated as a Party (with the same rights and obligations as other Insiders party thereto) for all purposes of the A&R Registration Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. **Definitions**. To the extent capitalized words used in this Joinder are not defined in this Joinder, such words shall have the respective meanings set forth in the A&R Registration Rights Agreement.

Section 2. **Joinder**. Joining Company Shareholder hereby acknowledges and agrees that (a) such Joining Company Shareholder has received and read the A&R Registration Rights Agreement, and (b) such Joining Company Shareholder will be treated as a Party (with the same rights and obligations as other Company Shareholders party thereto and, if applicable, the other Insiders party thereto) for all purposes of the Amended and Restated Registration Rights Agreement.

Section 3. **Notice**. Any notice, demand or other communication under the Amended and Restated Registration Rights Agreement to Joining Company Shareholder shall be given to Joining Company Shareholder at the address set forth on the signature page hereto in accordance with Section 4.6 of the A&R Registration Rights Agreement.

Section 4. **Governing Law**. This Joinder shall be governed by and construed in accordance with the law of the State of Delaware.

Section 5. **Counterparts; Electronic Delivery**. This Joinder may be executed and delivered in one or more counterparts, by fax, email or other electronic transmission, each of which shall be deemed an original and all of which shall be considered one and the same agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Joinder or any document to be signed in connection with this Joinder shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

(signature page follows)

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by the parties as of the date first above written.

JOINING COMPANY STOCKHOLDER:

[___]

By: _____
Name: [___]
Title: [___]

Email:_____
Mailing Address:_____
_____
_____

Exhibit B

Form of Joinder

This Joinder (this "**Joinder**") to the A&R Registration Rights Agreement, made as of _____, is between _____("**Transferor**") and _____("**Transferee**").

WHEREAS, as of the date hereof, Transferee is acquiring Registrable Securities (the "**Acquired Interests**") from Transferor;

WHEREAS, Transferor is a party to that certain A&R Registration Rights Agreement, dated as of June 24, 2026, among Churchill Capital Corp XI, a Delaware corporation ("**PubCo**") to be renamed "Agility Robotics, Inc." upon the Effective Date and the other persons party thereto (the "**A&R Registration Rights Agreement**"); and

WHEREAS, Transferee is required, at the time of and as a condition to such Transfer, to become a party to the A&R Registration Rights Agreement by executing and delivering this Joinder, whereupon such Transferee will be treated as a Party (with the same rights and obligations as the Transferor) for all purposes of the A&R Registration Rights Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth herein, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1. **Definitions**. To the extent capitalized words used in this Joinder are not defined in this Joinder, such words shall have the respective meanings set forth in the A&R Registration Rights Agreement.

Section 2. **Acquisition**. The Transferor hereby Transfers to the Transferee all of the Acquired Interests.

Section 3. **Joinder**. Transferee hereby acknowledges and agrees that (a) such Transferee has received and read the A&R Registration Rights Agreement, (b) such Transferee is acquiring the Acquired Interests in accordance with and subject to the terms and conditions of the A&R Registration Rights Agreement and (c) such Transferee will be treated as a Party (with the same rights and obligations as the Transferor) for all purposes of the A&R Registration Rights Agreement.

Section 4. **Notice**. Any notice, demand or other communication under the A&R Registration Rights Agreement to Transferee shall be given to Transferee at the address set forth on the signature page hereto in accordance with Section 4.6 of the A&R Registration Rights Agreement.

Section 5. **Governing Law**. This Joinder shall be governed by and construed in accordance with the law of the State of Delaware.

Section 6. **Counterparts; Electronic Delivery**. This Joinder may be executed and delivered in one or more counterparts, by fax, email or other electronic transmission, each of which shall be deemed an original and all of which shall be considered one and the same agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Joinder or any document to be signed in connection with this Joinder shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

IN WITNESS WHEREOF, this Joinder has been duly executed and delivered by the parties as of the date first above written.

TRANSFEROR:

[___]

By: _____
Name: [___]
Title: [___]

Email:_____
Mailing Address:_____
_____
_____

TRANSFEREE:

[___]

By: _____
Name: [___]
Title: [___]

Email:_____
Mailing Address:_____
_____
_____

AGILITY ROBOTICS, INC.

2026 INCENTIVE AWARD PLAN

ARTICLE I.
PURPOSE

The Plan's purpose is to enhance the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing these individuals with equity ownership opportunities and/or equity-linked compensatory opportunities. Capitalized terms used in the Plan are defined in Article XI.

ARTICLE II.
ELIGIBILITY

Service Providers are eligible to be granted Awards under the Plan, subject to the limitations described herein.

ARTICLE III.
ADMINISTRATION AND DELEGATION

3.1 Administration. The Plan is administered by the Administrator. The Administrator has authority to determine which Service Providers receive Awards, grant Awards and set Award terms and conditions, subject to the conditions and limitations in the Plan. The Administrator also has the authority to take all actions and make all determinations under the Plan, to interpret the Plan and Award Agreements and to adopt, amend and repeal Plan administrative rules, guidelines and practices as it deems advisable. The Administrator may correct defects and ambiguities, supply omissions and reconcile inconsistencies in the Plan or any Award Agreement as it deems necessary or appropriate to administer the Plan and any Awards. The Administrator's determinations under the Plan are in its sole discretion and will be final and binding on all persons having or claiming any interest in the Plan or any Award.

3.2 Appointment of Committees. To the extent Applicable Laws permit, the Board or the Administrator may delegate any or all of its powers under the Plan to one or more Committees or committees of officers of the Company or any of its Subsidiaries. The Board or the Administrator, as applicable, may rescind any such delegation, abolish any such committee or Committee and/or re-vest in itself any previously delegated authority at any time.

ARTICLE IV.
STOCK AVAILABLE FOR AWARDS

4.1 Number of Shares. Subject to adjustment under Article VIII and the terms of this Article IV, the maximum number of Shares that may be issued pursuant to Awards under the Plan shall be equal to the Overall Share Limit. As of the Effective Date, the Company will cease granting awards under the Prior Plans; however, the Prior Plan Awards will remain subject to the terms of the applicable Prior Plan. Shares issued under the Plan may consist of authorized but unissued Shares, Shares purchased on the open market or treasury Shares. Shares issued under the Plan will be shares of Common Stock.

4.2 Share Recycling. If all or any part of an Award or a Prior Plan Award expires, lapses or is terminated, exchanged for or settled in cash, surrendered, repurchased, canceled without having been fully exercised or forfeited, in any case, in a manner that results in the Company acquiring Shares covered by the Award or Prior Plan Award at a price not greater than the price (as adjusted to reflect any Equity Restructuring) paid by the Participant for such Shares or not issuing any Shares covered by the Award or Prior Plan Award, the unused Shares covered by the Award or Prior Plan Award will, as applicable, become or again be available for Award grants under the Plan. Further, the following Shares will, as applicable, become or again be available for Award grants under the Plan: (a) Shares delivered (either by actual delivery or attestation) to the Company by a Participant to satisfy the applicable exercise or purchase price of an Award or Prior Plan Award and/or to satisfy any applicable tax withholding obligation with respect to an Award or Prior Plan Award (including Shares retained by the Company from the Award or Prior Plan Award being exercised or purchased and/or creating the tax obligation), (b) Shares subject to a Stock Appreciation Right that are not issued in connection with the stock settlement of the Stock Appreciation Right on exercise thereof, and (c) Shares purchased on the open market with the cash proceeds from the exercise of Options. The payment of Dividend Equivalents in cash in conjunction with any outstanding Awards shall not count against the Overall Share Limit. Further notwithstanding anything to the contrary contained herein, no Shares shall again be available for future grants of Awards under the Plan pursuant to this Article IV to the extent that such return of shares would cause the Plan to be a "formula" plan or constitute a "material revision" or "material amendment" subject to stockholder approval under the requirements of the established stock exchange on which the Company's securities are traded.

4.3 Incentive Stock Option Limitations. Notwithstanding anything to the contrary herein, no more than 51,399,711 Shares may be issued pursuant to the exercise of Incentive Stock Options.

4.4 Substitute Awards. In connection with an entity's merger or consolidation with the Company or the Company's acquisition of an entity's property or stock, the Administrator may grant Awards in substitution for any options or other stock or stock-based awards granted before such merger or consolidation by such entity or its affiliate. Substitute Awards may be granted on such terms as the Administrator deems appropriate, notwithstanding limitations on Awards in the Plan. Substitute Awards will not count against the Overall Share Limit (nor shall Shares subject to a Substitute Award be added to the Shares available for Awards under the Plan as provided above), except that Shares acquired by exercise of substitute Incentive Stock Options will count against the maximum number of Shares that may be issued pursuant to the exercise of Incentive Stock Options under the Plan. Additionally, in the event that a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines has shares available under a pre-existing plan approved by stockholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the Shares authorized for grant under the Plan (and Shares subject to such Awards shall not be added to the Shares available for Awards under the Plan as provided above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees, Consultants or Directors prior to such acquisition or combination.

4.5 Non-Employee Director Compensation. Notwithstanding any provision to the contrary in the Plan, the Administrator may establish compensation for non-employee Directors from time to time, subject to the limitations in the Plan. The Administrator will from time to time determine the terms, conditions and amounts of all such non-employee Director compensation in its discretion and pursuant to the exercise of its business judgment, taking into account such factors, circumstances and considerations as it shall deem relevant from time to time, provided that, commencing with the calendar year following the calendar year in which the Effective Date occurs, the sum of any cash compensation, or other compensation, and the value (determined as of the grant date in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 718, or any successor thereto) of Awards granted to a non-employee Director as compensation for services as a non-employee Director with respect to any fiscal year of the Company may not exceed $750,000 (increased to $1,000,000 in a non-employee Director's initial calendar year of service as a non-employee Director or any calendar year during which a non-employee Director serves as chair of the Board or lead independent Director), which limits shall not apply to the compensation for any non-employee Director of the Company who serves in any capacity in addition to that of a non-employee Director for which he or she receives additional compensation. The Administrator may make exceptions to this limit for individual non-employee Directors in extraordinary circumstances, as the Administrator may determine in its discretion, provided that the non-employee Director receiving such additional compensation may not participate in the decision to award such compensation or in other contemporaneous compensation decisions involving non-employee Directors.

ARTICLE V.
STOCK OPTIONS AND STOCK APPRECIATION RIGHTS

5.1 General. The Administrator may grant Options or Stock Appreciation Rights to Service Providers subject to the limitations in the Plan, including any limitations in the Plan that apply to Incentive Stock Options. A Stock Appreciation Right will entitle the Participant (or other person entitled to exercise the Stock Appreciation Right) to receive from the Company upon exercise of the exercisable portion of the Stock Appreciation Right an amount determined by multiplying the excess, if any, of the Fair Market Value of one Share on the date of exercise over the exercise price per Share of the Stock Appreciation Right by the number of Shares with respect to which the Stock Appreciation Right is exercised. Such amount shall be subject to any limitations of the Plan or that the Administrator may impose and payable in cash, Shares valued at Fair Market Value or a combination of the two as the Administrator may determine or provide in the Award Agreement.

5.2 Exercise Price. The Administrator will establish each Option's and Stock Appreciation Right's exercise price and specify the exercise price in the Award Agreement. The exercise price will not be less than 100% of the Fair Market Value on the grant date of the Option (subject to Section 5.6) or Stock Appreciation Right. Notwithstanding the foregoing, in the case of an Option or a Stock Appreciation Right that is a Substitute Award, the exercise price per share of the Shares subject to such Option or Stock Appreciation Right, as applicable, may be less than the Fair Market Value per share on the date of grant; provided that the exercise price of any Substitute Award shall be determined in accordance with the applicable requirements of Sections 424 and 409A of the Code.

5.3 Duration. Each Option or Stock Appreciation Right will be exercisable at such times and as specified in the Award Agreement, provided that, subject to Section 5.6, the term of an Option or Stock Appreciation Right will not exceed ten years. Notwithstanding the foregoing and unless determined otherwise by the Company, in the event that on the last business day of the term of an Option or Stock Appreciation Right (other than an Incentive Stock Option) (i) the exercise of the Option or Stock Appreciation Right is prohibited by Applicable Law, as determined by the Company, or (ii) Shares may not be purchased or sold by the applicable Participant due to any Company insider trading policy (including blackout periods) or a "lock-up" agreement undertaken in connection with an issuance of securities by the Company, the term of the Option or Stock Appreciation Right shall be extended until the date that is 30 days after the end of the legal prohibition, blackout period or lock-up agreement, as determined by the Company; provided, however, in no event shall the extension last beyond the ten year term of the applicable Option or Stock Appreciation Right. Notwithstanding the foregoing, to the extent permitted under Applicable Laws, if the Participant, prior to the end of the term of an Option or Stock Appreciation Right, violates the non-competition, non-solicitation, confidentiality or other similar restrictive covenant provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company or any of its Subsidiaries, the right of the Participant and the Participant's transferees to exercise any Option or Stock Appreciation Right issued to the Participant shall terminate immediately upon such violation, unless the Company otherwise determines.

5.4 Exercise. Options and Stock Appreciation Rights may be exercised by delivering to the Company a written notice of exercise, in a form the Administrator approves (which may be electronic), signed by the person authorized to exercise the Option or Stock Appreciation Right, together with, as applicable, payment in full (i) as specified in Section 5.5 for the number of Shares for which the Award is exercised and (ii) as specified in Section 9.5 for any applicable taxes. Unless the Administrator otherwise determines, an Option or Stock Appreciation Right may not be exercised for a fraction of a Share.

5.5 Payment Upon Exercise. Subject to Sections 9.10 and 10.8, any Company insider trading policy (including blackout periods) and Applicable Laws, the exercise price of an Option must be paid by:

(a) cash, wire transfer of immediately available funds or by check payable to the order of the Company, provided that the Company may limit the use of one of the foregoing payment forms if one or more of the payment forms below is permitted;

(b) if there is a public market for Shares at the time of exercise, unless the Company otherwise determines, (i) delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price, or (ii) the Participant's delivery to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price; provided that such amount is paid to the Company at such time as may be required by the Administrator;

(c) to the extent permitted by the Administrator, delivery (either by actual delivery or attestation) of Shares owned by the Participant valued at their Fair Market Value;

(d) to the extent permitted by the Administrator, surrendering Shares then issuable upon the Option's exercise valued at their Fair Market Value on the exercise date;

(e) to the extent permitted by the Administrator, delivery of a promissory note or any other property that the Administrator determines is good and valuable consideration; or

(f) to the extent permitted by the Company, any combination of the above payment forms approved by the Administrator.

5.6 Additional Terms of Incentive Stock Options. The Administrator may grant Incentive Stock Options only to employees of the Company, any of its present or future parent or subsidiary corporations, as defined in Sections 424(e) or (f) of the Code, respectively, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code. If an Incentive Stock Option is granted to a Greater Than 10% Stockholder, the exercise price will not be less than 110% of the Fair Market Value on the Option's grant date, and the term of the Option will not exceed five years. All Incentive Stock Options will be subject to and construed consistently with Section 422 of the Code. By accepting an Incentive Stock Option, the Participant agrees to give prompt notice to the Company of dispositions or other transfers (other than in connection with a Change in Control) of Shares acquired under the Option made within (i) two years from the grant date of the Option or (ii) one year after the transfer of such Shares to the Participant, specifying the date of the disposition or other transfer and the amount the Participant realized, in cash, other property, assumption of indebtedness or other consideration, in such disposition or other transfer. Neither the Company nor the Administrator will be liable to a Participant, or any other party, if an Incentive Stock Option fails or ceases to qualify as an "incentive stock option" under Section 422 of the Code. Any Incentive Stock Option or portion thereof that fails to qualify as an "incentive stock option" under Section 422 of the Code for any reason, including becoming exercisable with respect to Shares having a fair market value exceeding the $100,000 limitation under Treasury Regulation Section 1.422-4, will be a Non-Qualified Stock Option.

ARTICLE VI.
RESTRICTED STOCK; RESTRICTED STOCK UNITS

6.1 General. The Administrator may grant Restricted Stock, or the right to purchase Restricted Stock, to any Service Provider, subject to the Company's right to repurchase all or part of such Shares at their issue price or other stated or formula price from the Participant (or to require forfeiture of such Shares) if conditions the Administrator specifies in the Award Agreement are not satisfied before the end of the applicable restriction period or periods that the Administrator establishes for such Award. In addition, the Administrator may grant to Service Providers Restricted Stock Units, which may be subject to vesting and forfeiture conditions during the applicable restriction period or periods, as set forth in an Award Agreement.

6.2 Restricted Stock.

(a) Dividends. Subject to the terms of this Section 6.2(a), Participants holding Shares of Restricted Stock will be entitled to all ordinary cash dividends paid with respect to such Shares, unless the Administrator provides otherwise in the Award Agreement. In addition, unless the Administrator provides otherwise, if any dividends or distributions are paid in Shares, or consist of a dividend or distribution to holders of Common Stock of property other than an ordinary cash dividend, the Shares or other property will be subject to the same restrictions on transferability and forfeitability as the Shares of Restricted Stock with respect to which they were paid. Notwithstanding anything to the contrary herein, with respect to any award of Restricted Stock, dividends which are paid to holders of Common Stock prior to vesting shall only be paid out to a Participant holding such Restricted Stock to the extent that the vesting conditions are subsequently satisfied. All such dividend payments will be made no later than March 15 of the calendar year following the calendar year in which the right to the dividend payment becomes nonforfeitable.

(b) Stock Certificates. The Company may require that the Participant deposit in escrow with the Company (or its designee) any stock certificates issued in respect of Shares of Restricted Stock, together with a stock power endorsed in blank.

6.3 Restricted Stock Units.

(a) Settlement. The Administrator may provide that settlement of Restricted Stock Units will occur upon or as soon as reasonably practicable after the Restricted Stock Units vest or will instead be deferred, on a mandatory basis or at the Participant's election, in a manner intended to comply with Section 409A.

(b) Stockholder Rights. A Participant will have no rights of a stockholder with respect to Shares subject to any Restricted Stock Unit unless and until the Shares are delivered in settlement of the Restricted Stock Unit.

ARTICLE VII.
OTHER STOCK OR CASH BASED AWARDS; DIVIDEND EQUIVALENTS

7.1 Other Stock or Cash Based Awards. Other Stock or Cash Based Awards may be granted to Participants, including Awards entitling Participants to receive Shares to be delivered in the future and including annual or other periodic or long-term cash bonus awards (whether based on specified Performance Criteria or otherwise), in each case subject to any conditions and limitations in the Plan. Such Other Stock or Cash Based Awards will also be available as a payment form in the settlement of other Awards, as standalone payments and as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock or Cash Based Awards may be paid in Shares, cash or other property, as the Administrator determines.

7.2 Dividend Equivalents. A grant of Restricted Stock Units or Other Stock or Cash Based Award may provide a Participant with the right to receive Dividend Equivalents, and no Dividend Equivalents shall be payable with respect to Options or Stock Appreciation Rights. Dividend Equivalents may be paid currently or credited to an account for the Participant, settled in cash or Shares and subject to the same restrictions on transferability and forfeitability as the Award with respect to which the Dividend Equivalents are paid and subject to other terms and conditions as set forth in the Award Agreement. Notwithstanding anything to the contrary herein, Dividend Equivalents with respect to an Award shall only be paid out to a Participant to the extent that the vesting conditions are subsequently satisfied. All such Dividend Equivalent payments will be made no later than March 15 of the calendar year following the calendar year in which the right to the Dividend Equivalent payment becomes nonforfeitable, unless determined otherwise by the Administrator or unless deferred in a manner intended to comply with Section 409A.

ARTICLE VIII.
ADJUSTMENTS FOR CHANGES IN COMMON STOCK AND CERTAIN OTHER EVENTS

8.1 Equity Restructuring. In connection with any Equity Restructuring, notwithstanding anything to the contrary in this Article VIII, the Administrator will equitably adjust each outstanding Award as it deems appropriate to reflect the Equity Restructuring, which may include (if applicable) adjusting the number and type of securities subject to each outstanding Award, adjusting the Award's exercise price, grant price and/or applicable performance goals, granting new Awards to Participants, and/or making a cash payment to Participants. The adjustments provided under this Section 8.1 will be nondiscretionary and final and binding on the affected Participant and the Company; provided that the Administrator will determine whether an adjustment is equitable.

8.2 Corporate Transactions. In the event of any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), reorganization, merger, consolidation, combination, amalgamation, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, Change in Control, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, other similar corporate transaction or event, other unusual or nonrecurring transaction or event affecting the Company or its financial statements or any change in any Applicable Laws or accounting principles, the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken in connection with the occurrence of such transaction or event (any action to give effect to a change in Applicable Law or accounting principles may be made within a reasonable period of time after such change), is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Laws or accounting principles:

(a) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero, then the Award may be terminated without payment; provided, further, that Awards held by members of the Board will be deemed settled in Shares on or immediately prior to the applicable event if the Administrator takes action under this clause (a);

(b) To provide that such Award shall vest and, to the extent applicable, be exercisable as to all Shares covered thereby, notwithstanding anything to the contrary in the Plan or the provisions of such Award;

(c) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, or equivalent value thereof in cash, with appropriate adjustments as to the number and kind of shares and/or applicable exercise or purchase price, in all cases, as determined by the Administrator;

(d) To make adjustments in the number and type of Shares (or other securities or property) subject to outstanding Awards and/or with respect to which Awards may be granted under the Plan (including, but not limited to, adjustments of the limitations in Article IV on the maximum number and kind of shares which may be issued) and/or in the terms and conditions of (including the grant or exercise price or applicable performance goals), and the criteria included in, outstanding Awards;

(e) To replace such Award with other rights or property selected by the Administrator; and/or

(f) To provide that the Award will terminate and cannot vest, be exercised or become payable after the applicable event.

8.3 Effect of a Change in Control. Notwithstanding the provisions of Section 8.2, if a Change in Control occurs and a Participant's Awards are not continued, converted, assumed, or replaced with a substantially similar award by (a) the Company, or (b) a successor entity or its parent or subsidiary (an "***Assumption***" or "***Assumed***"), and provided that the Participant has not had a Termination of Service, then, immediately prior to the Change in Control, such Awards shall become fully vested, exercisable and/or payable, as applicable, and all forfeiture, repurchase and other restrictions on such Awards shall lapse, in which case, such Awards shall be canceled upon the consummation of the Change in Control in exchange for the right to receive the Change in Control consideration payable to other holders of Common Stock (i) which may be on such terms and conditions as apply generally to holders of Common Stock under the Change in Control documents (including, without limitation, any escrow, earn-out or other deferred consideration provisions) or such other terms and conditions as the Administrator may provide, and (ii) determined by reference to the number of Shares subject to such Awards and net of any applicable exercise price; provided that to the extent that any Awards constitute "nonqualified deferred compensation" that may not be paid upon the Change in Control under Section 409A without the imposition of taxes thereon under Section 409A, the timing of such payments shall be governed by the applicable Award Agreement (subject to any deferred consideration provisions applicable under the Change in Control documents); and provided, further, that if the amount to which a Participant would be entitled upon the settlement or exercise of such Award at the time of the Change in Control is equal to or less than zero, then such Award may be terminated without payment. An Award will be considered replaced with a substantially similar award if the Award is exchanged for an amount of cash or other property with a value equal to the amount that could have been obtained upon the settlement of such Award in such Change in Control (as determined by the Administrator), even if such cash or other property payable with respect to the unvested portion of such Award remains subject to similar vesting provisions following such Change in Control. Notwithstanding the foregoing, the Administrator will have full and final authority to determine whether an Assumption of an Award has occurred in connection with a Change in Control.

8.4 Administrative Stand Still. In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other extraordinary transaction or change affecting the Shares or the share price of Common Stock, including any Equity Restructuring or any securities offering or other similar transaction, for administrative convenience, the Administrator may refuse to permit the exercise of any Award for up to 60 days before or after such transaction.

8.5 General. Except as expressly provided in the Plan or the Administrator's action under the Plan, no Participant will have any rights due to any subdivision or consolidation of Shares of any class, dividend payment, increase or decrease in the number of Shares of any class or dissolution, liquidation, merger, or consolidation of the Company or other corporation. Except as expressly provided with respect to an Equity Restructuring under Section 8.1 or the Administrator's action under the Plan, no issuance by the Company of Shares of any class, or securities convertible into Shares of any class, will affect, and no adjustment will be made regarding, the number of Shares subject to an Award or the Award's grant or exercise price. The existence of the Plan, any Award Agreements and the Awards granted hereunder will not affect or restrict in any way the Company's right or power to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger, consolidation dissolution or liquidation of the Company or sale of Company assets or (iii) any sale or issuance of securities, including securities with rights superior to those of the Shares or securities convertible into or exchangeable for Shares. The Administrator may treat Participants and Awards (or portions thereof) differently under this Article VIII.

ARTICLE IX.
GENERAL PROVISIONS APPLICABLE TO AWARDS

9.1 Transferability. Except as the Administrator may determine or provide in an Award Agreement or otherwise for Awards other than Incentive Stock Options, Awards may not be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except for certain Designated Beneficiary designations, by will or the laws of descent and distribution, or, subject to the Administrator's consent, pursuant to a domestic relations order, and, during the life of the Participant, will be exercisable only by the Participant. Any permitted transfer of an Award hereunder shall be without consideration, except as required by Applicable Law. References to a Participant, to the extent relevant in the context, will include references to a Participant's authorized transferee that the Administrator specifically approves.

9.2 Documentation. Each Award will be evidenced in an Award Agreement, which may be written or electronic, as the Administrator determines. Each Award may contain terms and conditions in addition to those set forth in the Plan (including vesting conditions, which may be based wholly or in part on the achievement of specified Performance Criteria).

9.3 Discretion. Except as the Plan otherwise provides, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

9.4 Termination of Status. The Administrator will determine how the disability, death, retirement, an authorized leave of absence or any other change or purported change in a Participant's Service Provider status affects an Award and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable.

9.5 Withholding. Each Participant must pay the Company or a Subsidiary, or make provision satisfactory to the Administrator for payment of, any taxes required by Applicable Law to be withheld in connection with such Participant's Awards by the date of the event creating the tax liability. The Company or any Subsidiary may deduct an amount sufficient to satisfy such tax obligations based on the applicable statutory withholding rates (or such other rate as may be determined by the Company or a Subsidiary after considering any accounting consequences or costs) from any payment of any kind otherwise due to a Participant. In the absence of a contrary determination by the Company or a Subsidiary (or, with respect to withholding pursuant to clause (ii) below with respect to Awards held by individuals subject to Section 16 of the Exchange Act, a contrary determination by the Administrator), all tax withholding obligations will be calculated based on the minimum applicable statutory withholding rates. Subject to Section 10.8 and any Company insider trading policy (including blackout periods), Participants may satisfy such tax obligations (i) in cash, by wire transfer of immediately available funds, by check made payable to the order of the Company, provided that the Company may limit the use of the foregoing payment forms if one or more of the payment forms below is permitted, (ii) to the extent permitted by the Administrator, in whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their fair market value on the date of delivery, (iii) subject to Section 9.10, if there is a public market for Shares at the time the tax obligations are satisfied, unless the Company otherwise determines, (A) delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the tax obligations, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to satisfy the tax withholding; provided that such amount is paid to the Company at such time as may be required by the Administrator, or (iv) to the extent permitted by the Company, any combination of the foregoing payment forms approved by the Administrator. Notwithstanding any other provision of the Plan, the number of Shares which may be so delivered or retained pursuant to clause (ii) of the immediately preceding sentence shall be limited to the number of Shares which have a fair market value on the date of delivery or retention no greater than the aggregate amount of such liabilities based on the maximum individual statutory withholding rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America). Subject to Section 9.10, if any tax withholding obligation will be satisfied under clause (ii) above by the Company's retention of Shares from the Award creating the tax obligation and there is a public market for Shares at the time the tax obligation is satisfied, the Company may elect to instruct any brokerage firm determined acceptable to the Company for such purpose to sell on the applicable Participant's behalf some or all of the Shares retained and to remit the proceeds of the sale to the Company or its designee, and each Participant's acceptance of an Award under the Plan will constitute the Participant's authorization to the Company and instruction and authorization to such brokerage firm to complete the transactions described in this sentence.

9.6 Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including by substituting another Award of the same or a different type, changing the exercise or settlement date, and converting an Incentive Stock Option to a Non-Qualified Stock Option. The Participant's consent to such action will be required unless (i) the action, taking into account any related action, does not materially and adversely affect the Participant's rights under the Award, or (ii) the change is permitted under Article VIII or pursuant to Section 10.6. Notwithstanding the foregoing or anything in the Plan to the contrary, the Administrator may, without the approval of the stockholders of the Company, reduce the exercise price per share of outstanding Options or Stock Appreciation Rights or cancel outstanding Options or Stock Appreciation Rights in exchange for cash, other Awards or Options or Stock Appreciation Rights with an exercise price per share that is less than the exercise price per share of the original Options or Stock Appreciation Rights.

9.7 Conditions on Delivery of Stock. The Company will not be obligated to deliver any Shares under the Plan or remove restrictions from Shares previously delivered under the Plan until (i) all Award conditions have been met or removed to the Company's satisfaction, (ii) as determined by the Company, all other legal matters regarding the issuance and delivery of such Shares have been satisfied, including any applicable securities laws and stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy any Applicable Laws. The Company's inability to obtain authority from any regulatory body having jurisdiction, which the Administrator determines is necessary to the lawful issuance and sale of any securities, will relieve the Company of any liability for failing to issue or sell such Shares as to which such requisite authority has not been obtained.

9.8 Acceleration. The Administrator may at any time provide that any Award will become immediately vested and fully or partially exercisable, free of some or all restrictions or conditions, or otherwise fully or partially realizable.

9.9 Cash Settlement. Without limiting the generality of any other provision of the Plan, the Administrator may provide, in an Award Agreement or subsequent to the grant of an Award, in its discretion, that any Award may be settled in cash, Shares or a combination thereof.

9.10 Broker-Assisted Sales. In the event of a broker-assisted sale of Shares in connection with the payment of amounts owed by a Participant under or with respect to the Plan or Awards, including amounts to be paid under the final sentence of Section 9.5: (a) any Shares to be sold through the broker-assisted sale will be sold on the day the payment first becomes due, or as soon thereafter as practicable; (b) such Shares may be sold as part of a block trade with other Participants in the Plan in which all Participants receive an average price; (c) the applicable Participant will be responsible for all broker's fees and other costs of sale, and by accepting an Award, each Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale; (d) to the extent the Company or its designee receives proceeds of such sale that exceed the amount owed, the Company will pay such excess in cash to the applicable Participant as soon as reasonably practicable; (e) the Company and its designees are under no obligation to arrange for such sale at any particular price; and (f) in the event the proceeds of such sale are insufficient to satisfy the Participant's applicable obligation, the Participant may be required to pay immediately upon demand to the Company or its designee an amount in cash sufficient to satisfy any remaining portion of the Participant's obligation.

ARTICLE X.
MISCELLANEOUS

10.1 No Right to Employment or Other Status. No person will have any claim or right to be granted an Award, and the grant of an Award will not be construed as giving a Participant the right to continued employment or any other relationship with the Company or any of its Subsidiaries. The Company and its Subsidiaries expressly reserve the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an Award Agreement or in the Plan.

10.2 No Rights as Stockholder; Certificates. Subject to the Award Agreement, no Participant or Designated Beneficiary will have any rights as a stockholder with respect to any Shares to be distributed under an Award until becoming the record holder of such Shares. Notwithstanding any other provision of the Plan, unless the Administrator otherwise determines or Applicable Laws require, the Company will not be required to deliver to any Participant certificates evidencing Shares issued in connection with any Award and instead such Shares may be recorded in the books of the Company (or, as applicable, its transfer agent or stock plan administrator). The Company may place legends on stock certificates issued under the Plan that the Administrator deems necessary or appropriate to comply with Applicable Laws.

10.3 Effective Date and Term of Plan. Unless earlier terminated by the Board, the Plan will become effective on the date of the consummation of the transactions contemplated by the Merger Agreement (the "***Effective Date***") and will remain in effect until terminated by the Administrator in accordance with the Plan. Notwithstanding anything to the contrary in the Plan, an Incentive Stock Option may not be granted under the Plan after 10 years from the earlier of (i) the date the Board adopted the Plan, or (ii) the date the Company's stockholders approved the Plan. Notwithstanding anything to the contrary contained herein, if the Plan is not approved by the Company's stockholders, the Plan will not become effective and no Awards will be granted under the Plan.

10.4 Amendment of Plan. The Administrator may amend, suspend or terminate the Plan at any time; provided that no amendment to the Plan, other than an increase to the Overall Share Limit, may materially and adversely affect any Award outstanding at the time of such amendment without the affected Participant's consent. No Awards may be granted under the Plan during any suspension period or after the Plan's termination. Awards outstanding at the time of any Plan suspension or termination will continue to be governed by the Plan and the Award Agreement, as in effect before such suspension or termination. The Board will obtain stockholder approval of any Plan amendment to the extent necessary to comply with Applicable Laws.

10.5 Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to address differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

10.6 Section 409A.

(a) General. The Company intends that all Awards be structured to comply with, or be exempt from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply. Notwithstanding anything in the Plan or any Award Agreement to the contrary, the Administrator may, without a Participant's consent, amend this Plan or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and retroactive actions) as are necessary or appropriate to preserve the intended tax treatment of Awards, including any such actions intended to (A) exempt this Plan or any Award from Section 409A, or (B) comply with Section 409A, including regulations, guidance, compliance programs and other interpretative authority that may be issued after an Award's grant date. The Company makes no representations or warranties as to an Award's tax treatment under Section 409A or otherwise. The Company will have no obligation under this Section 10.6 or otherwise to avoid the taxes, penalties or interest under Section 409A with respect to any Award and will have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute noncompliant "nonqualified deferred compensation" subject to taxes, penalties or interest under Section 409A.

(b) Separation from Service. If an Award constitutes "nonqualified deferred compensation" under Section 409A, any payment or settlement of such Award upon a termination of a Participant's Service Provider relationship will, to the extent necessary to avoid taxes under Section 409A, be made only upon the Participant's "separation from service" (within the meaning of Section 409A), whether such "separation from service" occurs upon or after the termination of the Participant's Service Provider relationship. For purposes of this Plan or any Award Agreement relating to any such payments or benefits, references to a "termination," "termination of employment" or like terms means a "separation from service." Furthermore, notwithstanding any contrary provision of the Plan or any Award Agreement, any payment of "nonqualified deferred compensation" under the Plan that may be made in installments shall be treated as a right to receive a series of separate and distinct payments.

(c) Payments to Specified Employees. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" required to be made under an Award to a "specified employee" (as defined under Section 409A and as the Administrator determines) due to his or her "separation from service" will, to the extent necessary to avoid taxes under Section 409A(a)(2)(B)(i) of the Code, be delayed for the six-month period immediately following such "separation from service" (or, if earlier, until the specified employee's death) and will instead be paid (as set forth in the Award Agreement) on the day immediately following such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of "nonqualified deferred compensation" under such Award payable more than six months following the Participant's "separation from service" will be paid at the time or times the payments are otherwise scheduled to be made.

10.7 Limitations on Liability. Notwithstanding any other provisions of the Plan, and to the fullest extent permitted by Applicable Laws and the Company's certificate of incorporation and bylaws, (a) no individual acting as a director, officer, other employee or agent of the Company or a Subsidiary will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, and such individual will not be personally liable with respect to the Plan because of any contract or other instrument executed in his or her capacity as an Administrator, director, officer, other employee or agent of the Company or any Subsidiary and (b) the Company will indemnify and hold harmless each director, officer, other employee and agent of the Company or any Subsidiary that has been or will be granted or delegated any duty or power relating to the Plan's administration or interpretation, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Administrator's approval) arising from any act or omission concerning this Plan unless arising from such person's own fraud or bad faith.

10.8 Lock-Up Period. The Company may, at the request of any underwriter representative or otherwise, in connection with registering the offering of any Company securities under the Securities Act, prohibit Participants from, directly or indirectly, selling or otherwise transferring any Shares or other Company securities during a period of up to 180 days following the effective date of a Company registration statement filed under the Securities Act, or such longer period as determined by the underwriter.

10.9 Data Privacy. As a condition for receiving any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this section by and among the Company and its Subsidiaries and affiliates exclusively for implementing, administering and managing the Participant's participation in the Plan. The Company and its Subsidiaries and affiliates may hold certain personal information about a Participant, including the Participant's name, address and telephone number; birthdate; social security, insurance number or other identification number; salary; nationality; job title(s); any Shares held in the Company or its Subsidiaries and affiliates; and Award details, to implement, manage and administer the Plan and Awards (the "***Data***"). The Company and its Subsidiaries and affiliates may transfer the Data amongst themselves as necessary to implement, administer and manage a Participant's participation in the Plan, and the Company and its Subsidiaries and affiliates may transfer the Data to third parties assisting the Company with the Plan implementation, administration and management. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. By accepting an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, to implement, administer and manage the Participant's participation in the Plan, including any required Data transfer to a broker or other third party with whom the Company or the Participant may elect to deposit any Shares. The Data related to a Participant will be held only as long as necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data that the Company holds regarding such Participant, request additional information about the storage and processing of the Data regarding such Participant, recommend any necessary corrections to the Data regarding the Participant or refuse or withdraw the consents in this Section 10.9 in writing, without cost, by contacting the local human resources representative. If the Participant refuses or withdraws the consents in this Section 10.9, the Company may cancel Participant's ability to participate in the Plan and, in the Administrator's discretion, the Participant may forfeit any outstanding Awards. For more information on the consequences of refusing or withdrawing consent, Participants may contact their local human resources representative.

10.10 Severability. If any portion of the Plan or any action taken under it is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and enforced as if the illegal or invalid provisions had been excluded, and the illegal or invalid action will be null and void.

10.11 Governing Documents. If any contradiction occurs between the Plan and any Award Agreement or other written agreement between a Participant and the Company (or any Subsidiary) that the Administrator has approved, the Plan will govern, unless it is expressly specified in such Award Agreement or other written document that a specific provision of the Plan will not apply.

10.12 Governing Law. The Plan and all Awards will be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding any state's choice-of-law principles requiring the application of a jurisdiction's laws other than the State of Delaware.

10.13 Clawback Provisions. All Awards (including, without limitation, any proceeds, gains or other economic benefit actually or constructively received by Participant upon any receipt or exercise of any Award or upon the receipt or sale of any Shares underlying the Award) shall be subject to the provisions of any clawback policy implemented by the Company, including, without limitation, the Company's Policy for Recovery of Erroneously Awarded Compensation and any other clawback policy adopted to comply with Applicable Laws, as and to the extent set forth in such clawback policy or the Award Agreement.

10.14 Titles and Headings. The titles and headings in the Plan are for convenience of reference only and, if there is any conflict, the Plan's text, rather than such titles or headings, will control.

10.15 Conformity to Laws. Participant acknowledges that the Plan is intended to conform to the extent necessary with Applicable Laws. Notwithstanding anything herein to the contrary, the Plan and all Awards will be administered only in conformance with Applicable Laws. To the extent Applicable Laws permit, the Plan and all Award Agreements will be deemed amended as necessary to conform to Applicable Laws.

10.16 Relationship to Other Benefits. No payment under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit sharing, group insurance, welfare or other benefit plan of the Company or any Subsidiary except as expressly provided in writing in such other plan or an agreement thereunder.

ARTICLE XI.
DEFINITIONS

As used in the Plan, the following words and phrases will have the following meanings:

11.1 "***Administrator***" means the Board or a Committee to the extent that the Board's powers or authority under the Plan have been delegated to such Committee.

11.2 "***Applicable Laws***" means any applicable law, including without limitation: (a) provisions of the Code, the Securities Act, the Exchange Act and any rules or regulations thereunder; (b) corporate, securities, tax or other laws, statutes, rules, requirements or regulations, whether U.S. or non-U.S. federal, state or local; and (c) rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded.

11.3 "***Award***" means, individually or collectively, a grant under the Plan of Options, Stock Appreciation Rights, Restricted Stock, Restricted Stock Units, Dividend Equivalents, or Other Stock or Cash Based Awards.

11.4 "***Award Agreement***" means a written agreement evidencing an Award, which may be electronic, that contains such terms and conditions as the Administrator determines, consistent with and subject to the terms and conditions of the Plan.

11.5 "***Board***" means the Board of Directors of the Company.

11.6 "***Cause***" means, in respect of a Participant, either (a) the definition of "Cause" contained in the Participant's Award Agreement or an effective, written service or employment agreement between the Participant and the Company or a Subsidiary of the Company; or (b) if no such agreement exists or such agreement does not define Cause, then Cause shall mean (i) the Participant's unauthorized use or disclosure of confidential information or trade secrets of the Company or any of its Subsidiaries or any material breach of a written agreement between the Participant and the Company or any of its Subsidiaries, including without limitation a material breach of any employment, confidentiality, non-compete, non-solicit or similar agreement, (ii) the Participant's commission of, indictment for or the entry of a plea of guilty or nolo contendere by the Participant to, a felony under the laws of the United States or any state thereof or any crime involving dishonesty or moral turpitude (or any similar crime in any jurisdiction outside the United States), (iii) the Participant's negligence or willful misconduct in the performance of the Participant's duties or the Participant's willful or repeated failure or refusal to substantially perform assigned duties, (iv) any act of fraud, embezzlement, material misappropriation or dishonesty committed by the Participant against the Company or any of its Subsidiaries or (v) any acts, omissions or statements by a Participant which the Company determines to be materially detrimental or damaging to the reputation, operations, prospects or business relations of the Company or any of its Subsidiaries. The findings and decision of the Administrator with respect to any Cause determination will be final and binding for all purposes.

11.7 "***Change in Control***" means and includes each of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clauses (i) and (ii) of subsection (c) below) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(b) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new Director(s) (other than a Director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in subsections (a) or (c)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the Directors then still in office who either were Directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "***Successor Entity***")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; provided, however, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award (or portion of any Award) that provides for the deferral of compensation that is subject to Section 409A, to the extent required to avoid the imposition of additional taxes under Section 409A, the transaction or event described in subsection (a), (b) or (c) with respect to such Award (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such Award (or portion thereof) if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

The Administrator shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

11.8 "***Code***" means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

11.9 "***Committee***" means one or more committees or subcommittees of the Board, which may include one or more Company directors or executive officers, to the extent Applicable Laws permit. To the extent required to comply with the provisions of Rule 16b-3, it is intended that each member of the Committee will be, at the time the Committee takes any action with respect to an Award that is subject to Rule 16b-3, a "non-employee director" within the meaning of Rule 16b-3; however, a Committee member's failure to qualify as a "non-employee director" within the meaning of Rule 16b-3 will not invalidate any Award granted by the Committee that is otherwise validly granted under the Plan.

11.10 "***Common Stock***" means the common stock of the Company, par value $0.0001 per share.

11.11 "***Company***" means Agility Robotics, Inc., a Delaware corporation, or any successor.

11.12 "***Consultant***" means any consultant or advisor engaged by the Company or any of its Subsidiaries to render services to such entity, in each case that can be granted an Award that is eligible to be registered on a Form S-8 Registration Statement.

11.13 "***Designated Beneficiary***" means the beneficiary or beneficiaries the Participant designates, in a manner the Administrator determines, to receive amounts due or exercise the Participant's rights if the Participant dies or becomes incapacitated. Without a Participant's effective designation, "Designated Beneficiary" will mean the Participant's estate.

11.14 "***Director***" means a Board member.

11.15 "***Disability***" means a permanent and total disability under Section 22(e)(3) of the Code, as amended.

11.16 "***Dividend Equivalents***" means a right granted to a Participant under the Plan to receive the equivalent value (in cash or Shares) of dividends paid on Shares.

11.17 "***Employee***" means any employee of the Company or any of its Subsidiaries.

11.18 "***Equity Restructuring***" means, as determined by the Administrator, a non-reciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split, spin-off or recapitalization, or a large, nonrecurring cash dividend, that affects the shares of Common Stock (or other securities of the Company) or the share price of Common Stock (or other securities of the Company) and causes a change in the per share value of the Common Stock underlying outstanding Awards.

11.19 "***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

11.20 "***Fair Market Value***" means, as of any date, the value of a Share determined as follows: (a) if the Common Stock is listed on any established stock exchange, its Fair Market Value will be the closing sales price for such Common Stock as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; (b) if the Common Stock is not traded on a stock exchange but is quoted on a national market or other quotation system, the closing sales price on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in The Wall Street Journal or another source the Administrator deems reliable; or (c) without an established market for the Common Stock, the Administrator will determine the Fair Market Value in its discretion.

11.21 "***Greater Than 10% Stockholder***" means an individual then owning (within the meaning of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or its parent or subsidiary corporation, as defined in Section 424(e) and (f) of the Code, respectively.

11.22 "***Incentive Stock Option***" means an Option intended to qualify as an "incentive stock option" as defined in Section 422 of the Code.

11.23 "***Merger Agreement***" means that certain Agreement and Plan of Merger and Reorganization, dated as of June 24, 2026, by and among Churchill Capital Corp XI, BLB Merger Sub, Inc. and the Company.

11.24 "***Non-Qualified Stock Option***" means an Option, or portion thereof, not intended or not qualifying as an Incentive Stock Option.

11.25 "***Option***" means an option to purchase Shares, which will either be an Incentive Stock Option or a Non-Qualified Stock Option.

11.26 "***Other Stock or Cash Based Awards***" means cash awards, awards of Shares, and other awards valued wholly or partially by referring to, or are otherwise based on, Shares or other property awarded to a Participant under Article VII.

11.27 "***Overall Share Limit***" means the sum of (a) 51,399,711 Shares; (b) an annual increase on the first day of each calendar year beginning on and including January 1, 2027 and ending on and including January 1, 2036, equal to (i) a number of Shares equal to 5% of the aggregate number of Shares outstanding on a fully-diluted basis on the final day of the immediately preceding calendar year, or (ii) such smaller number of Shares as is determined by the Board and (c) any Shares subject to Prior Plan Awards that become available for issuance under the Plan on or following the Effective Date pursuant to Section 4.2 (which shall not exceed 7,907,647 Shares).

11.28 "***Participant***" means a Service Provider who has been granted an Award.

11.29 "***Performance Criteria***" mean the criteria (and adjustments) that the Administrator may select for an Award to establish performance goals for a performance period, which may include the following: net earnings or losses (either before or after one or more of interest, taxes, depreciation, amortization, and non-cash equity-based compensation expense); gross or net sales or revenue or sales or revenue growth; net income (either before or after taxes) or adjusted net income; profits (including but not limited to gross profits, net profits, profit growth, net operation profit or economic profit), profit return ratios or operating margin; budget or operating earnings (either before or after taxes or before or after allocation of corporate overhead and bonus); cash flow (including operating cash flow and free cash flow or cash flow return on capital); return on assets; return on capital or invested capital; cost of capital; return on stockholders' equity; total stockholder return; return on sales; costs, reductions in costs and cost control measures; expenses; working capital; earnings or loss per share; adjusted earnings or loss per share; price per share or dividends per share (or appreciation in or maintenance of such price or dividends); regulatory achievements or compliance; implementation, completion or attainment of objectives relating to research, development, regulatory, commercial, or strategic milestones or developments; market share; economic value or economic value added models; division, group or corporate financial goals; customer satisfaction/growth; customer service; employee satisfaction; recruitment and maintenance of personnel; human capital management (including diversity and inclusion); supervision of litigation and other legal matters; strategic partnerships and transactions; financial ratios (including those measuring liquidity, activity, profitability or leverage); debt levels or reductions; sales-related goals; financing and other capital raising transactions; cash on hand; acquisition activity; investment sourcing activity; and marketing initiatives, any of which may be measured in absolute terms or as compared to any incremental increase or decrease. Such performance goals also may be based solely by reference to the Company's performance or the performance of a Subsidiary, division, business segment or business unit of the Company or a Subsidiary, or based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies.

11.30 "***Plan***" means this 2026 Incentive Award Plan.

11.31 "***Prior Plans***" means (i) the Agility Robotics, Inc. 2026 Equity Incentive Plan, as amended and (ii) the Amended and Restated Agility Robotics, Inc. 2015 Equity Incentive Plan.

11.32 "***Prior Plan Award***" means an award outstanding under the Prior Plans as of the Effective Date.

11.33 "***Restricted Stock***" means Shares awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

11.34 "***Restricted Stock Unit***" means an unfunded, unsecured right to receive, on the applicable settlement date, one Share or an amount in cash or other consideration determined by the Administrator to be of equal value as of such settlement date awarded to a Participant under Article VI subject to certain vesting conditions and other restrictions.

11.35 "***Rule 16b-3***" means Rule 16b-3 promulgated under the Exchange Act.

11.36 "***Section 409A***" means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

11.37 "***Securities Act***" means the Securities Act of 1933, as amended.

11.38 "***Service Provider***" means an Employee, Consultant or Director.

11.39 "***Share***" means a share of Common Stock.

11.40 "***Stock Appreciation Right***" means a stock appreciation right granted under Article V.

11.41 "***Subsidiary***" means any entity (other than the Company), whether domestic or foreign, in an unbroken chain of entities beginning with the Company if each of the entities other than the last entity in the unbroken chain beneficially owns, at the time of the determination, securities or interests representing at least 50% of the total combined voting power of all classes of securities or interests in one of the other entities in such chain.

11.42 "***Substitute Awards***" means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company acquired by the Company or any Subsidiary or with which the Company or any Subsidiary combines.

11.43 "***Termination of Service***" means the date the Participant ceases to be a Service Provider.

* * * * *

Exhibit 10.9(a)

AGILITY ROBOTICS, INC.

2026 INCENTIVE AWARD PLAN

STOCK OPTION GRANT NOTICE

Agility Robotics, Inc., a Delaware corporation (the "***Company***") has granted to the participant listed below ("***Participant***") the stock option (the "***Option***") described in this Stock Option Grant Notice (the "***Grant Notice***"), subject to the terms and conditions of the Agility Robotics, Inc. 2026 Incentive Award Plan (as amended from time to time, the "***Plan***") and the Stock Option Agreement attached hereto as **Exhibit A** (the "***Agreement***"), both of which are incorporated into this Grant Notice by reference. Capitalized terms not specifically defined in this Grant Notice or the Agreement have the meanings given to them in the Plan.

Participant:	[To be specified]
Grant Date:	[To be specified]
Exercise Price per Share:	[To be specified]
Shares Subject to the Option:	[To be specified]
Final Expiration Date:	[To be specified]
Vesting Commencement Date:	[To be specified]
Vesting Schedule:	[To be specified]
Type of Option	[Incentive Stock Option]/[Non-Qualified Stock Option]

By accepting (whether in writing, electronically or otherwise) the Option, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

AGILITY ROBOTICS, INC.

By: _____

Name: _____

Title: _____

PARTICIPANT

_____

[Participant Name]

Exhibit A

STOCK OPTION AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I.
GENERAL

1.1 Grant of Option. The Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "***Grant Date***").

1.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

ARTICLE II.
PERIOD OF EXERCISABILITY

2.1 Commencement of Exercisability. The Option will vest and become exercisable according to the vesting schedule in the Grant Notice (the "***Vesting Schedule***") except that any fraction of a Share as to which the Option would be vested or exercisable will be accumulated and will vest and become exercisable only when a whole Share has accumulated. The Option will immediately expire and be forfeited as to any portion that is not vested and exercisable as of Participant's Termination of Service for any reason, except as otherwise determined by the Administrator (after taking into consideration any accelerated vesting and exercisability which may occur in connection with such Termination of Service pursuant to this Agreement, an applicable Company plan or any other written agreement between Participant and the Company).

2.2 Duration of Exercisability. The Vesting Schedule is cumulative. Any portion of the Option which vests and becomes exercisable will remain vested and exercisable until the Option expires. The Option will be forfeited immediately upon its expiration.

2.3 Expiration of Option. The Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice; provided, however, such final expiration date may be extended pursuant to Section 5.3 of the Plan;

(b) Except as the Administrator may otherwise approve, the expiration of three months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability;

(c) Except as the Administrator may otherwise approve, the expiration of one year from the date of Participant's Termination of Service by reason of Participant's death or Disability; and

(d) Except as the Administrator may otherwise approve, Participant's Termination of Service for Cause.

ARTICLE III.
EXERCISE OF OPTION

3.1 Person Eligible to Exercise. During Participant's lifetime, only Participant may exercise the Option. After Participant's death, any exercisable portion of the Option may, prior to the time the Option expires, be exercised by Participant's Designated Beneficiary as provided in the Plan.

3.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised, in whole or in part, according to the procedures in the Plan at any time prior to the time the Option or portion thereof expires, except that the Option may only be exercised for whole Shares.

3.3 Tax Withholding; Exercise Price.

(a) Subject to Section 3.3(b) and 3.3(c), payment of the exercise price and withholding tax obligations with respect to the Option may be by any of the following, or a combination thereof, as determined by the Company (or, if Participant is subject to Section 16 of the Exchange Act, the Administrator):

(i) Cash or check;

(ii) In whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Option creating the tax obligation, valued at their Fair Market Value on the date of delivery;

(iii) Subject to Section 9.10 of the Plan, delivery (including electronically or telephonically to the extent permitted by the Company) by Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company that Participant has placed a market sell order with such broker with respect to Shares then-issuable upon exercise of the Option, and that the broker has been directed to deliver promptly to the Company funds sufficient to satisfy the applicable exercise price and/or tax withholding obligations; provided, that payment of such proceeds is then made to the Company at such time as may be required by the Administrator; or

(iv) In whole or in part by the Company withholding of Shares otherwise issuable upon exercise of this Option.

(b) Unless the Company (or, if Participant is subject to Section 16 of the Exchange Act, the Administrator) otherwise determines, and subject to Section 9.10 of the Plan, payment of any exercise price and/or applicable withholding tax obligations with respect to the Award shall be (i) if Participant is not subject to Section 16 of the Exchange Act, by delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the exercise price and/or applicable tax withholding obligations or (ii) if Participant is subject to Section 16 of the Exchange Act, by delivery (including electronically or telephonically to the extent permitted by the Company) by Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company that Participant has placed a market sell order with such broker with respect to Shares then-issuable upon exercise of the Award, and that the broker has been directed to deliver promptly to the Company funds sufficient to satisfy the exercise price and/or applicable tax withholding obligations; provided, that payment of such proceeds is then made to the Company at such time as may be required by the Administrator.

(c) Subject to Section 9.5 of the Plan, the applicable tax withholding obligation will be determined based on Participant's Applicable Withholding Rate. Participant's "***Applicable Withholding Rate***" shall mean (i) if Participant is subject to Section 16 of the Exchange Act, the greater of (A) the minimum applicable statutory tax withholding rate or (B) with Participant's consent, the maximum individual tax withholding rate permitted under the rules of the applicable taxing authority for tax withholding attributable to the underlying transaction, or (ii) if Participant is not subject to Section 16 of the Exchange Act, the minimum applicable statutory tax withholding rate or such other higher rate approved by the Company; provided, however, that (i) in no event shall Participant's Applicable Withholding Rate exceed the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America); and (ii) the number of Shares tendered or withheld, if applicable, shall be rounded up to the nearest whole Share sufficient to cover the applicable tax withholding obligation, to the extent rounding up to the nearest whole Share does not result in the liability classification of the Option under generally accepted accounting principles.

(d) Participant acknowledges that Participant is ultimately liable and responsible for the exercise price and all taxes owed in connection with the Option (and, with respect to taxes, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the Option). Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or exercise of the Option or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

ARTICLE IV.
OTHER PROVISIONS

4.1 Adjustments. Participant acknowledges that the Option is subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 Clawback. The Option and the Shares issuable hereunder shall be subject to any clawback or recoupment policy in effect on the Grant Date or as may be adopted or maintained by the Company following the Grant Date, including the Company's Policy for Recovery of Erroneously Awarded Compensation.

4.3 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Legal Department at the Company's principal office or the Legal Department's then-current email address. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the Designated Beneficiary) at Participant's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service or when delivered by a nationally recognized express shipping company.

4.4 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.5 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.6 Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in this Agreement or the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.7 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the Option will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.8 Entire Agreement; Amendment. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; provided, however, that except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall materially and adversely affect the Option without the prior written consent of Participant.

4.9 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.10 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

4.11 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without Cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.12 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

4.13 Incentive Stock Options. If the Option is designated as an Incentive Stock Option:

(a) Participant acknowledges that to the extent the aggregate fair market value of shares (determined as of the time the option with respect to the shares is granted) with respect to which stock options intended to qualify as "incentive stock options" under Section 422 of the Code, including the Option, are exercisable for the first time by Participant during any calendar year exceeds $100,000 or if for any other reason such stock options do not qualify or cease to qualify for treatment as "incentive stock options" under Section 422 of the Code, such stock options (including the Option) will be treated as non-qualified stock options. Participant further acknowledges that the rule set forth in the preceding sentence will be applied by taking the Option and other stock options into account in the order in which they were granted, as determined under Section 422(d) of the Code. Participant also acknowledges that if the Option is exercised more than three months after Participant's Termination of Service, other than by reason of death or Disability, the Option will be taxed as a Non-Qualified Stock Option.

(b) Participant will give prompt written notice to the Company of any disposition or other transfer of any Shares acquired under this Agreement if such disposition or other transfer is made (i) within two years from the Grant Date or (ii) within one year after the transfer of such Shares to Participant. Such notice will specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by Participant in such disposition or other transfer.

* * * * *

AGILITY ROBOTICS, INC.

2026 INCENTIVE AWARD PLAN

RESTRICTED STOCK UNIT GRANT NOTICE

Agility Robotics, Inc., a Delaware corporation (the "***Company***"), has granted to the participant listed below ("***Participant***") the Restricted Stock Units (the "***RSUs***") described in this Restricted Stock Unit Grant Notice (this "***Grant Notice***"), subject to the terms and conditions of the Agility Robotics, Inc. 2026 Incentive Award Plan (as amended from time to time, the "***Plan***") and the Restricted Stock Unit Agreement attached hereto as **Exhibit A** (the "***Agreement***"), both of which are incorporated into this Grant Notice by reference. Capitalized terms not specifically defined in this Grant Notice or the Agreement have the meanings given to them in the Plan.

Participant:	[To be specified]
Grant Date:	[To be specified]
Number of RSUs:	[To be specified]
Vesting Commencement Date:	[To be specified]
Vesting Schedule:	[To be specified]

By accepting (whether in writing, electronically or otherwise) the RSUs, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

AGILITY ROBOTICS, INC.

By: _____

Name: _____

Title: _____

PARTICIPANT

_____

[Participant Name]

RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms not specifically defined in this Restricted Stock Unit Agreement (this "***Agreement***") have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I.
GENERAL

1.1 Award of RSUs and Dividend Equivalents.

(a) The Company has granted the RSUs to Participant effective as of the Grant Date set forth in the Grant Notice (the "***Grant Date***"). Each RSU represents the right to receive one Share as set forth in this Agreement. Participant will have no right to the distribution of any Shares until the time (if ever) the RSUs have vested.

(b) The Company hereby grants to Participant, with respect to each RSU granted hereunder, a Dividend Equivalent for ordinary cash dividends paid to substantially all holders of outstanding Shares with a record date after the Grant Date and prior to the date the applicable RSU is settled, forfeited or otherwise expires. Each Dividend Equivalent entitles Participant to receive the equivalent value of any such ordinary cash dividends paid on a single Share. The Company will establish a separate Dividend Equivalent bookkeeping account (a "***Dividend Equivalent Account***") for each Dividend Equivalent and credit the Dividend Equivalent Account (without interest) on the applicable dividend payment date with the amount of any such cash paid.

1.2 Incorporation of Terms of Plan. The RSUs and Dividend Equivalents are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

1.3 Unsecured Promise. The RSUs and Dividend Equivalents will at all times prior to settlement represent an unsecured Company obligation payable only from the Company's general assets.

ARTICLE II.
VESTING; FORFEITURE AND SETTLEMENT

2.1 Vesting; Forfeiture. The RSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. Dividend Equivalents (including any Dividend Equivalent Account balance) will vest upon the vesting of the RSUs with respect to which the Dividend Equivalent (including the Dividend Equivalent Account) relates. In the event of Participant's Termination of Service for any reason, (a) all unvested RSUs will immediately and automatically be cancelled and forfeited, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company (after taking into consideration any accelerated vesting which may occur in connection with such Termination of Service pursuant to this Agreement, an applicable Company plan or any other written agreement between Participant and the Company) and (b) Dividend Equivalents (including any Dividend Equivalent Account balance) will be forfeited upon the forfeiture of the RSUs with respect to which the Dividend Equivalent (including the Dividend Equivalent Account) relates.

2.2 Settlement.

(a) The RSUs will, to the extent vested, be paid in Shares, and Dividend Equivalents (including any Dividend Equivalent Account balance) will be paid in cash or, if approved by the Administrator, Shares, as soon as administratively practicable after the vesting of the applicable RSU, but in no event later than March 15 of the year following the year in which the RSU's vesting date occurs.

(b) Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)); provided the Company reasonably believes the delay will not result in the imposition of excise taxes under Section 409A. Any Dividend Equivalents granted in connection with the RSUs issued hereunder, and any amounts that may become distributable in respect thereof, shall be treated separately from such RSUs and the rights arising in connection therewith for purposes of the designation of time and form of payments required by Section 409A.

(c) If a Dividend Equivalent is paid in Shares, the number of Shares paid with respect to the Dividend Equivalent will equal the quotient, rounded down to the nearest whole Share, of the Dividend Equivalent Account balance divided by the Fair Market Value of a Share on the day immediately preceding the payment date.

ARTICLE III.
TAXATION AND TAX WITHHOLDING

3.1 Representation. Participant represents to the Company that Participant has reviewed with Participant's own tax advisors the tax consequences of this award of RSUs and Dividend Equivalents (the "***Award***") and the transactions contemplated by the Grant Notice and this Agreement. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents.

3.2 Tax Withholding.

(a) Subject to Section 3.2(b), payment of the withholding tax obligations with respect to the Award may be by any of the following, or a combination thereof, as determined by the Company (or, if Participant is subject to Section 16 of the Exchange Act, the Administrator):

(i) Cash or check;

(ii) In whole or in part by delivery of Shares, including Shares delivered by attestation and Shares retained from the Award creating the tax obligation, valued at their Fair Market Value on the date of delivery;

(iii) Subject to Section 9.10 of the Plan, delivery (including electronically or telephonically to the extent permitted by the Company) by Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company that Participant has placed a market sell order with such broker with respect to Shares then-issuable upon settlement of the Award, and that the broker has been directed to deliver promptly to the Company funds sufficient to satisfy the applicable tax withholding obligations; provided, that payment of such proceeds is then made to the Company at such time as may be required by the Administrator; or

(iv) In whole or in part by the Company withholding of Shares otherwise vesting or issuable under this Award in satisfaction of any applicable withholding tax obligations.

(b) Unless the Company (or, if Participant is subject to Section 16 of the Exchange Act, the Administrator) otherwise determines, and subject to Section 9.10 of the Plan, payment of the withholding tax obligations with respect to the Award shall be (i) if Participant is not subject to Section 16 of the Exchange Act, by delivery (including electronically or telephonically to the extent permitted by the Company) of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to satisfy the applicable tax withholding obligations or (ii) if Participant is subject to Section 16 of the Exchange Act, then by delivery (including electronically or telephonically to the extent permitted by the Company) by Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company that Participant has placed a market sell order with such broker with respect to Shares then-issuable upon settlement of the Award, and that the broker has been directed to deliver promptly to the Company funds sufficient to satisfy the applicable tax withholding obligations; provided, that payment of such proceeds is then made to the Company at such time as may be required by the Administrator.

(c) Subject to Section 9.5 of the Plan, the applicable tax withholding obligation will be determined based on Participant's Applicable Withholding Rate. Participant's "***Applicable Withholding Rate***" shall mean (i) if Participant is subject to Section 16 of the Exchange Act, the greater of (A) the minimum applicable statutory tax withholding rate or (B) with Participant's consent, the maximum individual tax withholding rate permitted under the rules of the applicable taxing authority for tax withholding attributable to the underlying transaction, or (ii) if Participant is not subject to Section 16 of the Exchange Act, the minimum applicable statutory tax withholding rate or such other higher rate approved by the Company; provided, however, that (i) in no event shall Participant's Applicable Withholding Rate exceed the maximum individual statutory tax rate in the applicable jurisdiction at the time of such withholding (or such other rate as may be required to avoid the liability classification of the applicable award under generally accepted accounting principles in the United States of America); and (ii) the number of Shares tendered or withheld, if applicable, shall be rounded up to the nearest whole Share sufficient to cover the applicable tax withholding obligation, to the extent rounding up to the nearest whole Share does not result in the liability classification of the RSUs under generally accepted accounting principles.

(d) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the RSUs and Dividend Equivalents, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the RSUs or Dividend Equivalents. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the awarding, vesting or payment of the RSUs or the Dividend Equivalents or the subsequent sale of Shares. The Company and its Subsidiaries do not commit and are under no obligation to structure the RSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

ARTICLE IV.
OTHER PROVISIONS

4.1 Adjustments. Participant acknowledges that the RSUs and the Shares subject to the RSUs and the Dividend Equivalents are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

4.2 Clawback. The Award and the Shares issuable hereunder shall be subject to any clawback or recoupment policy in effect on the Grant Date or as may be adopted or maintained by the Company following the Grant Date, including the Company's Policy for Recovery of Erroneously Awarded Compensation.

4.3 Notices. Any notice to be given under the terms of this Agreement to the Company must be in writing and addressed to the Company in care of the Company's Legal Department at the Company's principal office or the Legal Department's then-current email address. Any notice to be given under the terms of this Agreement to Participant must be in writing and addressed to Participant (or, if Participant is then deceased, to the Designated Beneficiary) at Participant's last known mailing address or email address in the Company's personnel files. By a notice given pursuant to this Section, either party may designate a different address for notices to be given to that party. Any notice will be deemed duly given when actually received, when sent by email, when sent by certified mail (return receipt requested) and deposited with postage prepaid in a post office or branch post office regularly maintained by the United States Postal Service or when delivered by a nationally recognized express shipping company.

4.4 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

4.5 Conformity to Securities Laws. Participant acknowledges that the Plan, the Grant Notice and this Agreement are intended to conform to the extent necessary with all Applicable Laws and, to the extent Applicable Laws permit, will be deemed amended as necessary to conform to Applicable Laws.

4.6 Successors and Assigns. The Company may assign any of its rights under this Agreement to a single or multiple assignees, and this Agreement will inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth in this Agreement or the Plan, this Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

4.7 Limitations Applicable to Section 16 Persons. Notwithstanding any other provision of the Plan or this Agreement, if Participant is subject to Section 16 of the Exchange Act, the Plan, the Grant Notice, this Agreement and the RSUs and Dividend Equivalents will be subject to any additional limitations set forth in any applicable exemptive rule under Section 16 of the Exchange Act (including any amendment to Rule 16b-3) that are requirements for the application of such exemptive rule. To the extent Applicable Laws permit, this Agreement will be deemed amended as necessary to conform to such applicable exemptive rule.

4.8 Entire Agreement; Amendment. The Plan, the Grant Notice and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator or the Board; provided, however, that except as may otherwise be provided by the Plan, no amendment, modification, suspension or termination of this Agreement shall materially and adversely affect the RSUs or Dividend Equivalents without the prior written consent of Participant.

4.9 Agreement Severable. In the event that any provision of the Grant Notice or this Agreement is held illegal or invalid, the provision will be severable from, and the illegality or invalidity of the provision will not be construed to have any effect on, the remaining provisions of the Grant Notice or this Agreement.

4.10 Limitation on Participant's Rights. Participation in the Plan confers no rights or interests other than as herein provided. This Agreement creates only a contractual obligation on the part of the Company as to amounts payable and may not be construed as creating a trust. Neither the Plan nor any underlying program, in and of itself, has any assets. Participant will have only the rights of a general unsecured creditor of the Company with respect to amounts credited and benefits payable, if any, with respect to the RSUs and Dividend Equivalents, and rights no greater than the right to receive cash or the Shares as a general unsecured creditor with respect to the RSUs and Dividend Equivalents, as and when settled pursuant to the terms of this Agreement.

4.11 Not a Contract of Employment. Nothing in the Plan, the Grant Notice or this Agreement confers upon Participant any right to continue in the employ or service of the Company or any Subsidiary or interferes with or restricts in any way the rights of the Company and its Subsidiaries, which rights are hereby expressly reserved, to discharge or terminate the services of Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between the Company or a Subsidiary and Participant.

4.12 Counterparts. The Grant Notice may be executed in one or more counterparts, including by way of any electronic signature, subject to Applicable Law, each of which will be deemed an original and all of which together will constitute one instrument.

* * * * *

AGILITY ROBOTICS, INC.
2026 EMPLOYEE STOCK PURCHASE PLAN

ARTICLE I.
PURPOSE

The purposes of this Agility Robotics, Inc. 2026 Employee Stock Purchase Plan (as it may be amended or restated from time to time, the "***Plan***") are to assist Eligible Employees of Agility Robotics, Inc., a Delaware corporation (the "***Company***"), and its Designated Subsidiaries in acquiring a stock ownership interest in the Company pursuant to a plan which is intended to qualify as an "employee stock purchase plan" within the meaning of Section 423(b) of the Code, and to help Eligible Employees provide for their future security and to encourage them to remain in the employment of the Company and its Designated Subsidiaries.

ARTICLE II.
DEFINITIONS AND CONSTRUCTION

Wherever the following terms are used in the Plan they shall have the meanings specified below, unless the context clearly indicates otherwise. The singular pronoun shall include the plural where the context so indicates. Masculine, feminine and neuter pronouns are used interchangeably and each comprehends the others.

2.1 "***Administrator***" shall mean the entity that conducts the general administration of the Plan as provided in Article XI. The term "Administrator" shall refer to the Committee unless the Board has assumed the authority for administration of the Plan as provided in Article XI.

2.2 "***Applicable Law***" shall mean any applicable law, including without limitation: (a) provisions of the Code, the Securities Act, the Exchange Act and any rules or regulations thereunder; (b) corporate, securities, tax or other laws, statutes, rules, requirements or regulations, whether U.S. or non-U.S. federal, state or local; and (c) rules of any securities exchange or automated quotation system on which the Shares are listed, quoted or traded.

2.3 "***Board***" shall mean the Board of Directors of the Company.

2.4 "***Change in Control***" shall mean and include each of the following:

(a) A transaction or series of transactions (other than an offering of Common Stock to the general public through a registration statement filed with the Securities and Exchange Commission or a transaction or series of transactions that meets the requirements of clauses (i) and (ii) of subsection (c) below) whereby any "person" or related "group" of "persons" (as such terms are used in Sections 13(d) and 14(d)(2) of the Exchange Act) (other than the Company, any of its Subsidiaries, an employee benefit plan maintained by the Company or any of its Subsidiaries or a "person" that, prior to such transaction, directly or indirectly controls, is controlled by, or is under common control with, the Company) directly or indirectly acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of securities of the Company possessing more than 50% of the total combined voting power of the Company's securities outstanding immediately after such acquisition; or

(b) During any period of two consecutive years, individuals who, at the beginning of such period, constitute the Board together with any new director(s) (other than a director designated by a person who shall have entered into an agreement with the Company to effect a transaction described in subsections (a) or (c)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the two-year period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority thereof; or

(c) The consummation by the Company (whether directly involving the Company or indirectly involving the Company through one or more intermediaries) of (x) a merger, consolidation, reorganization, or business combination or (y) a sale or other disposition of all or substantially all of the Company's assets in any single transaction or series of related transactions or (z) the acquisition of assets or stock of another entity, in each case other than a transaction:

(i) which results in the Company's voting securities outstanding immediately before the transaction continuing to represent (either by remaining outstanding or by being converted into voting securities of the Company or the person that, as a result of the transaction, controls, directly or indirectly, the Company or owns, directly or indirectly, all or substantially all of the Company's assets or otherwise succeeds to the business of the Company (the Company or such person, the "***Successor Entity***")) directly or indirectly, at least a majority of the combined voting power of the Successor Entity's outstanding voting securities immediately after the transaction, and

(ii) after which no person or group beneficially owns voting securities representing 50% or more of the combined voting power of the Successor Entity; *provided*, *however*, that no person or group shall be treated for purposes of this clause (ii) as beneficially owning 50% or more of the combined voting power of the Successor Entity solely as a result of the voting power held in the Company prior to the consummation of the transaction.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any portion of any right that provides for the deferral of compensation that is subject to Section 409A of the Code, to the extent required to avoid the imposition of additional taxes under Section 409A of the Code, the transaction or event described in subsection (a), (b) or (c) with respect to such right (or portion thereof) shall only constitute a Change in Control for purposes of the payment timing of such right (or portion thereof) if such transaction also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

The Administrator shall have full and final authority, which shall be exercised in its discretion, to determine conclusively whether a Change in Control has occurred pursuant to the above definition, the date of the occurrence of such Change in Control and any incidental matters relating thereto; provided that any exercise of authority in conjunction with a determination of whether a Change in Control is a "change in control event" as defined in Treasury Regulation Section 1.409A-3(i)(5) shall be consistent with such regulation.

2.5 "***Code***" shall mean the Internal Revenue Code of 1986, as amended and the regulations issued thereunder.

2.6 "***Common Stock***" shall mean the common stock of the Company, par value of $0.0001 per share, and such other securities of the Company that may be substituted therefor pursuant to Article VIII.

2.7 "***Company***" shall mean Agility Robotics, Inc., a Delaware corporation, or any successor.

2.8 "***Compensation***" of an Eligible Employee shall mean, unless otherwise specified in the Offering Document, the gross cash compensation received by such Eligible Employee as compensation for services to the Company or any Designated Subsidiary, including prior week adjustment, and any salary or wages coded as "sick pay," "holiday pay," "vacation pay," "jury duty pay" or "bereavement pay" in the Company's payroll system, in each case, if applicable, but excluding periodic (e.g., annual or quarterly) bonuses, one-time bonuses (e.g., retention or sign on bonuses), commissions, overtime payments (including payments in lieu of meal breaks), military leave pay, education or tuition reimbursements, travel expenses, business and moving reimbursements, income received in connection with any stock options, stock appreciation rights, restricted stock, restricted stock units or other compensatory equity awards, fringe benefits, other special payments and all contributions made by the Company or any Designated Subsidiary for the Employee's benefit under any employee benefit plan now or hereafter established.

2.9 "***Designated Subsidiary***" shall mean any Subsidiary designated by the Administrator in accordance with Section 11.2(b).

2.10 "***Effective Date***" shall mean the date the Plan is approved by the Company's stockholders.

2.11 "***Eligible Employee***" shall mean:

(a) An Employee who does not, immediately after any rights under this Plan are granted, own (directly or through attribution) stock possessing 5% or more of the total combined voting power or value of all classes of Common Stock and other stock of the Company, a Parent or a Subsidiary (as determined under Section 423(b)(3) of the Code). For purposes of the foregoing sentence, the rules of Section 424(d) of the Code with regard to the attribution of stock ownership shall apply in determining the stock ownership of an individual, and stock that an Employee may purchase under outstanding options shall be treated as stock owned by the Employee.

(b) Notwithstanding the foregoing, the Administrator may provide in an Offering Document that an Employee shall not be eligible to participate in an Offering Period if: (i) such Employee is a highly compensated employee within the meaning of Section 423(b)(4)(D) of the Code, (ii) such Employee has not met a service requirement designated by the Administrator pursuant to Section 423(b)(4)(A) of the Code (which service requirement may not exceed two years), (iii) such Employee's customary employment is for 20 hours or less per week, (iv) such Employee's customary employment is for less than five months in any calendar year and/or (v) such Employee is a citizen or resident of a foreign jurisdiction and the grant of a right to purchase Common Stock under the Plan to such Employee would be prohibited under the laws of such foreign jurisdiction or the grant of a right to purchase Common Stock under the Plan to such Employee in compliance with the laws of such foreign jurisdiction would cause the Plan to violate the requirements of Section 423 of the Code, as determined by the Administrator in its sole discretion; *provided*, *further*, that any exclusion in clauses (i), (ii), (iii), (iv) or (v) shall be applied in an identical manner under each Offering Period to all Employees, in accordance with Treasury Regulation Section 1.423-2(e).

2.12 "***Employee***" shall mean individual who renders services to the Company or any Designated Subsidiary as an employee within the meaning of Section 3401(c) of the Code. For purposes of the Plan, the employment relationship shall be treated as continuing intact while the individual is on sick leave or other leave of absence approved by the Company or Designated Subsidiary and meeting the requirements of Treasury Regulation Section 1.421-1(h)(2). Where the period of leave exceeds three months and the individual's right to reemployment is not guaranteed either by statute or by contract, the employment relationship shall be deemed to have terminated on the first day immediately following such three-month period.

2.13 "***Enrollment Date***" shall mean the first Trading Day of each Offering Period, unless otherwise specified in the Offering Document.

2.14 "***Exchange Act***" shall mean the Securities Exchange Act of 1934, as amended from time to time.

2.15 "***Fair Market Value***" shall mean, as of any date, the value of a Share determined as follows: (a) if the Common Stock is listed on any established stock exchange, its Fair Market Value will be the closing sales price for such Common Stock as quoted on such exchange for such date, or if no sale occurred on such date, the last day preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; (b) if the Common Stock is not traded on a stock exchange but is quoted on a national market or other quotation system, the closing sales price on such date, or if no sales occurred on such date, then on the last date preceding such date during which a sale occurred, as reported in *The Wall Street Journal* or another source the Administrator deems reliable; or (c) without an established market for the Common Stock, the Administrator will determine the Fair Market Value in its discretion.

2.16 "***Offering Document***" shall have the meaning given to such term in Section 4.1.

2.17 "***Offering Period***" shall have the meaning given to such term in Section 4.1.

2.18 "***Parent***" shall mean any corporation, other than the Company, in an unbroken chain of corporations ending with the Company if, at the time of the determination, each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

2.19 "***Participant***" shall mean any Eligible Employee who has executed a subscription or enrollment agreement and been granted rights to purchase Common Stock pursuant to the Plan.

2.20 "***Plan***" shall mean this Agility Robotics, Inc. 2026 Employee Stock Purchase Plan, as it may be amended from time to time.

2.21 "***Purchase Date***" shall mean the last Trading Day of each Purchase Period, unless otherwise specified in the Offering Document.

2.22 "***Purchase Period***" shall refer to one or more periods within an Offering Period, as designated in the applicable Offering Document; *provided*, *however*, that, in the event no Purchase Period is designated by the Administrator in the applicable Offering Document, the Purchase Period for each Offering Period covered by such Offering Document shall be the same as the applicable Offering Period.

2.23 "***Purchase Price***" shall mean the purchase price designated by the Administrator in the applicable Offering Document (which purchase price shall not be less than 85% of the Fair Market Value of a Share on the Enrollment Date or on the Purchase Date, whichever is lower); *provided*, *however*, that, in the event no purchase price is designated by the Administrator in the applicable Offering Document, the purchase price for the Offering Periods covered by such Offering Document shall be 85% of the Fair Market Value of a Share on the Enrollment Date or on the Purchase Date, whichever is lower; *provided*, *further*, that the Purchase Price may be adjusted by the Administrator pursuant to Article VIII and shall not be less than the par value of a Share.

2.24 "***Securities Act***" shall mean the Securities Act of 1933, as amended.

2.25 "***Share***" shall mean a share of Common Stock.

2.26 "***Subsidiary***" shall mean any corporation, other than the Company, in an unbroken chain of corporations beginning with the Company if, at the time of the determination, each of the corporations other than the last corporation in an unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain; *provided*, *however*, that a limited liability company or partnership may be treated as a Subsidiary to the extent either (a) such entity is treated as a disregarded entity under Treasury Regulation Section 301.7701-3(a) by reason of the Company or any other Subsidiary that is a corporation being the sole owner of such entity, or (b) such entity elects to be classified as a corporation under Treasury Regulation Section 301.7701-3(a) and such entity would otherwise qualify as a Subsidiary.

2.27 "***Trading Day***" shall mean a day on which national stock exchanges in the United States are open for trading.

ARTICLE III.
SHARES SUBJECT TO THE PLAN

3.1 Number of Shares. Subject to Article VIII, the aggregate number of Shares that may be issued pursuant to rights granted under the Plan shall be 7,907,647 Shares. In addition, subject to Article VIII, on the first day of each calendar year beginning on and including January 1, 2027 and ending on and including January 1, 2036, the number of Shares available for issuance under the Plan shall be increased by that number of Shares equal to (a) a number of Shares equal to 1% of the aggregate number of Shares outstanding on a fully-diluted basis on the final day of the immediately preceding calendar year or (b) such smaller number of Shares as is determined by the Board. If any right granted under the Plan shall for any reason terminate without having been exercised, the Shares not purchased under such right shall again become available for issuance under the Plan. Notwithstanding anything in this Section 3.1 to the contrary, the number of Shares that may be issued or transferred pursuant to the rights granted under the Plan shall not exceed an aggregate of 100,000,000 Shares, subject to Article VIII.

3.2 Stock Distributed. Any Common Stock distributed pursuant to the Plan may consist, in whole or in part, of authorized and unissued Common Stock, treasury stock or Common Stock purchased on the open market.

ARTICLE IV.
OFFERING PERIODS; OFFERING DOCUMENTS; PURCHASE DATES

4.1 Offering Periods. The Administrator may from time to time grant or provide for the grant of rights to purchase Shares under the Plan to Eligible Employees during one or more periods (each, an "***Offering Period***") selected by the Administrator. The terms and conditions applicable to each Offering Period shall be set forth in an "***Offering Document***" adopted by the Administrator, which Offering Document shall be in such form and shall contain such terms and conditions as the Administrator shall deem appropriate. The Administrator shall establish in each Offering Document one or more Purchase Periods during such Offering Period during which rights granted under the Plan shall be exercised and purchases of Shares carried out during such Offering Period in accordance with such Offering Document and the Plan. The provisions of separate Offering Periods under the Plan need not be identical.

4.2 Offering Documents. Each Offering Document with respect to an Offering Period shall specify (through incorporation of the provisions of this Plan by reference or otherwise):

(a) the length of the Offering Period, which period shall not exceed 27 months;

(b) the length of the Purchase Period(s) within the Offering Period;

(c) in connection with each Offering Period that contains only one Purchase Period the maximum number of Shares that may be purchased by any Eligible Employee during such Offering Period, which, in the absence of a contrary designation by the Administrator, shall be 5000 Shares;

(d) in connection with each Offering Period that contains more than one Purchase Period, the maximum aggregate number of Shares which may be purchased by any Eligible Employee during each Purchase Period, which, in the absence of a contrary designation by the Administrator, shall be 5000 Shares; and

(e) such other provisions as the Administrator determines are appropriate, subject to the Plan.

ARTICLE V.
ELIGIBILITY AND PARTICIPATION

5.1 Eligibility. Any Eligible Employee who shall be employed by the Company or a Designated Subsidiary on a given Enrollment Date for an Offering Period shall be eligible to participate in the Plan during such Offering Period, subject to the requirements of this Article V and the limitations imposed by Section 423(b) of the Code.

5.2 Enrollment in Plan.

(a) Except as otherwise set forth herein or in an Offering Document or determined by the Administrator, an Eligible Employee may become a Participant in the Plan for an Offering Period by delivering a subscription or enrollment agreement to the Company by such time prior to the Enrollment Date for such Offering Period (or such other date specified in the Offering Document) designated by the Administrator and in such form as the Company provides.

(b) Except as otherwise determined by the Administrator, each subscription or enrollment agreement shall designate a whole percentage of such Eligible Employee's Compensation to be withheld by the Company or the Designated Subsidiary employing such Eligible Employee on each payday during the Offering Period as payroll deductions under the Plan. The designated percentage may not be less than 1% and may not be more than the maximum percentage specified by the Administrator in the applicable Offering Document (which percentage shall be 13% in the absence of any such designation). The payroll deductions made for each Participant shall be credited to an account for such Participant under the Plan and shall be deposited with the general funds of the Company.

(c) A Participant may be allowed to decrease or increase the percentage of Compensation designated in his or her subscription or enrollment agreement, or may suspend his or her payroll deductions, at any time during an Offering Period (any such decrease, increase or suspension, a "***Contribution Change***") subject to any limits as set forth in the applicable Offering Document (and in the absence of any specific designation by the Administrator, a Participant shall not be allowed any Contribution Changes during an Offering Period with respect to such Offering Period). Any such Contribution Change shall be effective with the first full payroll period following 10 business days after the Company's receipt of the new subscription or enrollment agreement (or such shorter or longer period as may be specified by the Administrator in the applicable Offering Document). In the event a Participant suspends his or her payroll deductions, such Participant's cumulative payroll deductions prior to the suspension shall remain in his or her account and shall be applied to the purchase of Shares on the next occurring Purchase Date and shall not be paid to such Participant unless he or she withdraws from participation in the Plan pursuant to Article VII.

(d) Except as otherwise set forth in Section 5.8 or in an Offering Document or determined by the Administrator, a Participant may participate in the Plan only by means of payroll deduction and may not make contributions by lump sum payment for any Offering Period.

5.3 Payroll Deductions. Except as otherwise provided in the applicable Offering Document, Section 5.8 or as determined by the Administrator, payroll deductions for a Participant shall commence on the first payday following the Enrollment Date and shall end on the last payday in the Offering Period to which the Participant's authorization is applicable, unless sooner terminated by the Participant as provided in Article VII or suspended by the Participant or the Administrator as provided in Section 5.2 and Section 5.6, respectively.

5.4 Effect of Enrollment. A Participant's completion of a subscription or enrollment agreement will enroll such Participant in the Plan for each subsequent Offering Period on the terms contained therein until the Participant either submits a new subscription or enrollment agreement, withdraws from participation under the Plan as provided in Article VII or otherwise becomes ineligible to participate in the Plan.

5.5 Limitation on Purchase of Common Stock. An Eligible Employee may be granted rights under the Plan only if such rights, together with any other rights granted to such Eligible Employee under "employee stock purchase plans" of the Company, any Parent or any Subsidiary, as specified by Section 423(b)(8) of the Code, do not permit such employee's rights to purchase stock of the Company or any Parent or Subsidiary to accrue at a rate that exceeds $25,000 of the fair market value of such stock (determined as of the first day of the Offering Period during which such rights are granted) for each calendar year in which such rights are outstanding at any time. This limitation shall be applied in accordance with Section 423(b)(8) of the Code.

5.6 Suspension of Payroll Deductions. Notwithstanding the foregoing, to the extent necessary to comply with Section 423(b)(8) of the Code and Section 5.5 or the other limitations set forth in this Plan, a Participant's payroll deductions may be suspended by the Administrator at any time during an Offering Period. The balance of the amount credited to the account of each Participant that has not been applied to the purchase of Shares by reason of Section 423(b)(8) of the Code, Section 5.5 or the other limitations set forth in this Plan shall be paid to such Participant in one lump sum in cash as soon as reasonably practicable after the Purchase Date.

5.7 Foreign Employees. In order to facilitate participation in the Plan, the Administrator may provide for such special terms applicable to Participants who are citizens or residents of a foreign jurisdiction, or who are employed by a Designated Subsidiary outside of the United States, as the Administrator may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Except as permitted by Section 423 of the Code, such special terms may not be more favorable than the terms of rights granted under the Plan to Eligible Employees who are residents of the United States. Moreover, the Administrator may approve such supplements to, or amendments, restatements or alternative versions of, this Plan as it may consider necessary or appropriate for such purposes without thereby affecting the terms of this Plan as in effect for any other purpose. No such special terms, supplements, amendments or restatements shall include any provisions that are inconsistent with the terms of this Plan as then in effect unless this Plan could have been amended to eliminate such inconsistency without further approval by the stockholders of the Company. Without limiting the foregoing, the Administrator is specifically authorized to adopt rules and procedures, with respect to Participants who are foreign nationals or employed in non-U.S. jurisdictions, regarding the exclusion of particular Subsidiaries from participation in the Plan, eligibility to participate, the definition of Compensation, handling of payroll deductions or other contributions by Participants, payment of interest, conversion of local currency, data privacy security, payroll tax, withholding procedures, establishment of bank or trust accounts to hold payroll deductions or contributions.

5.8 Leave of Absence. During leaves of absence approved by the Company meeting the requirements of Treasury Regulation Section 1.421-1(h)(2) under the Code, a Participant may continue participation in the Plan by making cash payments to the Company on his or her normal payday equal to his or her authorized payroll deduction.

ARTICLE VI.
GRANT AND EXERCISE OF RIGHTS

6.1 Grant of Rights. On the Enrollment Date of each Offering Period, each Eligible Employee participating in such Offering Period shall be granted a right to purchase the maximum number of Shares specified under Section 4.2, subject to the limits in Section 5.5, and shall have the right to buy, on each Purchase Date during such Offering Period (at the applicable Purchase Price), such number of whole Shares as is determined by dividing (a) such Participant's payroll deductions accumulated prior to such Purchase Date and retained in the Participant's account as of the Purchase Date, by (b) the applicable Purchase Price (rounded down to the nearest Share). The right shall expire on the earliest of: (x) the last Purchase Date of such Offering Period, (y) last day of such Offering Period and (z) the date on which such Participant withdraws in accordance with Section 7.1 or Section 7.3.

6.2 Exercise of Rights. On each Purchase Date, each Participant's accumulated payroll deductions and any other additional payments specifically provided for in the applicable Offering Document will be applied to the purchase of whole Shares, up to the maximum number of Shares permitted pursuant to the terms of the Plan and the applicable Offering Document, at the Purchase Price. No fractional Shares shall be issued upon the exercise of rights granted under the Plan, unless the Offering Document specifically provides otherwise. Any cash remaining after the purchase of Shares upon exercise of a purchase right (including any cash in lieu of fractional Shares) shall be returned to the Participant in one lump sum payment in a subsequent payroll check; *provided, however*, that the Administrator may provide in the applicable Offering Document that cash in lieu of fractional Shares should be carried forward and applied toward the purchase of whole Shares for the following Offering Period. Shares issued pursuant to the Plan may be evidenced in such manner as the Administrator may determine and may be issued in certificated form or issued pursuant to book-entry procedures.

6.3 Pro Rata Allocation of Shares. If the Administrator determines that, on a given Purchase Date, the number of Shares with respect to which rights are to be exercised may exceed (a) the number of Shares that were available for issuance under the Plan on the Enrollment Date of the applicable Offering Period, or (b) the number of Shares available for issuance under the Plan on such Purchase Date, the Administrator may in its sole discretion provide that the Company shall make a pro rata allocation of the Shares available for purchase on such Enrollment Date or Purchase Date, as applicable, in as uniform a manner as shall be practicable and as it shall determine in its sole discretion to be equitable among all Participants for whom rights to purchase Shares are to be exercised pursuant to this Article VI on such Purchase Date, and shall either (i) continue all Offering Periods then in effect, or (ii) terminate any or all Offering Periods then in effect pursuant to Article IX. The Company may make pro rata allocation of the Shares available on the Enrollment Date of any applicable Offering Period pursuant to the preceding sentence, notwithstanding any authorization of additional Shares for issuance under the Plan by the Company's stockholders subsequent to such Enrollment Date. The balance of the amount credited to the account of each Participant that has not been applied to the purchase of Shares shall be paid to such Participant, without interest, in one lump sum in cash as soon as reasonably practicable after the Purchase Date, or such earlier date as determined by the Administrator.

6.4 Withholding. At the time a Participant's rights under the Plan are exercised, in whole or in part, or at the time some or all of the Shares issued under the Plan is disposed of, the Participant must make adequate provision for the Company's federal, state, or other tax withholding obligations, if any, that arise upon the exercise of the right or the disposition of the Shares. At any time, the Company may, but shall not be obligated to, withhold from the Participant's compensation the amount necessary for the Company to meet applicable withholding obligations, including any withholding required to make available to the Company any tax deductions or benefits attributable to sale or early disposition of Shares by the Participant.

6.5 Conditions to Issuance of Common Stock. The Company shall not be required to issue or deliver any certificate or certificates for, or make any book entries evidencing, Shares purchased upon the exercise of rights under the Plan prior to fulfillment of all of the following conditions:

(a) The admission of such Shares to listing on all stock exchanges, if any, on which the Common Stock is then listed;

(b) The completion of any registration or other qualification of such Shares under any state or federal law or under the rulings or regulations of the Securities and Exchange Commission or any other governmental regulatory body, that the Administrator shall, in its absolute discretion, deem necessary or advisable;

(c) The obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable;

(d) The payment to the Company of all amounts that it is required to withhold under federal, state or local law upon exercise of the rights, if any; and

(e) The lapse of such reasonable period of time following the exercise of the rights as the Administrator may from time to time establish for reasons of administrative convenience.

ARTICLE VII.
WITHDRAWAL; CESSATION OF ELIGIBILITY

7.1 Withdrawal. A Participant may withdraw all but not less than all of the payroll deductions credited to his or her account and not yet used to exercise his or her rights under the Plan at any time by giving written notice to the Company in a form acceptable to the Company no later than two weeks prior to the end of the Offering Period or, if earlier, the end of the Purchase Period (or such shorter or longer period as may be specified by the Administrator in the Offering Document). All of the Participant's payroll deductions credited to his or her account during the Offering Period not yet used to exercise his or her rights under the Plan shall be paid to such Participant as soon as reasonably practicable after receipt of notice of withdrawal and such Participant's rights for the Offering Period shall be automatically terminated, and no further payroll deductions for the purchase of Shares shall be made for such Offering Period. If a Participant withdraws from an Offering Period, payroll deductions shall not resume at the beginning of the next Offering Period unless the Participant is an Eligible Employee and timely delivers to the Company a new subscription or enrollment agreement.

7.2 Future Participation. A Participant's withdrawal from an Offering Period shall not have any effect upon his or her eligibility to participate in any similar plan that may hereafter be adopted by the Company or a Designated Subsidiary or in subsequent Offering Periods that commence after the termination of the Offering Period from which the Participant withdraws.

7.3 Cessation of Eligibility. Upon a Participant's ceasing to be an Eligible Employee for any reason, he or she shall be deemed to have elected to withdraw from the Plan pursuant to this Article VII and the payroll deductions credited to such Participant's account during the Offering Period shall be paid to such Participant or, in the case of his or her death, to the person or persons entitled thereto under Section 12.4, as soon as reasonably practicable, and such Participant's rights for the Offering Period shall be automatically terminated.

ARTICLE VIII.
ADJUSTMENTS UPON CHANGES IN STOCK

8.1 Changes in Capitalization. Subject to Section 8.3, in the event that the Administrator determines that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), Change in Control, reorganization, merger, amalgamation, consolidation, combination, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event, as determined by the Administrator, affects the Common Stock such that an adjustment is determined by the Administrator to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any outstanding purchase rights under the Plan, the Administrator shall make equitable adjustments, if any, to reflect such change with respect to (a) the aggregate number and type of Shares (or other securities or property) that may be issued under the Plan (including, but not limited to, adjustments of the limitations in Section 3.1 and the limitations established in each Offering Document pursuant to Section 4.2 on the maximum number of Shares that may be purchased); (b) the class(es) and number of Shares and price per Share subject to outstanding rights; and (c) the Purchase Price with respect to any outstanding rights.

8.2 Other Adjustments. Subject to Section 8.3, in the event of any transaction or event described in Section 8.1 or any unusual or nonrecurring transactions or events affecting the Company, any affiliate of the Company, or the financial statements of the Company or any affiliate (including without limitation any Change in Control), or of changes in Applicable Law or accounting principles, the Administrator, in its discretion, and on such terms and conditions as it deems appropriate, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to prevent the dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or with respect to any right under the Plan, to facilitate such transactions or events or to give effect to such changes in laws, regulations or principles:

(a) To provide for either (i) termination of any outstanding right in exchange for an amount of cash, if any, equal to the amount that would have been obtained upon the exercise of such right had such right been currently exercisable or (ii) the replacement of such outstanding right with other rights or property selected by the Administrator in its sole discretion;

(b) To provide that the outstanding rights under the Plan shall be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by similar rights covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and prices;

(c) To make adjustments in the number and type of Shares (or other securities or property) subject to outstanding rights under the Plan and/or in the terms and conditions of outstanding rights and rights that may be granted in the future;

(d) To provide that Participants' accumulated payroll deductions may be used to purchase Common Stock prior to the next occurring Purchase Date on such date as the Administrator determines in its sole discretion and the Participants' rights under the ongoing Offering Period(s) shall be terminated; and

(e) To provide that all outstanding rights shall terminate without being exercised.

8.3 No Adjustment Under Certain Circumstances. No adjustment or action described in this Article VIII or in any other provision of the Plan shall be authorized to the extent that such adjustment or action would cause the Plan to fail to satisfy the requirements of Section 423 of the Code.

8.4 No Other Rights. Except as expressly provided in the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend, any increase or decrease in the number of shares of stock of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Administrator under the Plan, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of Shares subject to outstanding rights under the Plan or the Purchase Price with respect to any outstanding rights.

ARTICLE IX.
AMENDMENT, MODIFICATION AND TERMINATION

9.1 Amendment, Modification and Termination. The Administrator may amend, suspend or terminate the Plan at any time and from time to time; provided, however, that approval of the Company's stockholders shall be required to amend the Plan to: (a) increase the aggregate number, or change the type, of shares that may be sold pursuant to rights under the Plan under Section 3.1 (other than an adjustment as provided by Article VIII); (b) change the Plan in any manner that would be considered the adoption of a new plan within the meaning of Treasury regulation Section 1.423-2(c)(4); or (c) change the Plan in any manner that would cause the Plan to no longer be an "employee stock purchase plan" within the meaning of Section 423(b) of the Code.

9.2 Certain Changes to Plan. Without stockholder consent and without regard to whether any Participant rights may be considered to have been adversely affected, to the extent permitted by Section 423 of the Code, the Administrator shall be entitled to change or terminate the Offering Periods, limit the frequency and/or number of changes in the amount withheld from Compensation during an Offering Period, establish the exchange ratio applicable to amounts withheld in a currency other than U.S. dollars, permit payroll withholding in excess of the amount designated by a Participant in order to adjust for delays or mistakes in the Company's processing of payroll withholding elections, establish reasonable waiting and adjustment periods and/or accounting and crediting procedures to ensure that amounts applied toward the purchase of Common Stock for each Participant properly correspond with amounts withheld from the Participant's Compensation, and establish such other limitations or procedures as the Administrator determines in its sole discretion to be advisable that are consistent with the Plan.

9.3 Actions In the Event of Unfavorable Financial Accounting Consequences. In the event the Administrator determines that the ongoing operation of the Plan may result in unfavorable financial accounting consequences, the Administrator may, in its discretion and, to the extent necessary or desirable, modify or amend the Plan to reduce or eliminate such accounting consequence including, but not limited to:

(a) altering the Purchase Price for any Offering Period including an Offering Period underway at the time of the change in Purchase Price;

(b) shortening any Offering Period so that the Offering Period ends on a new Purchase Date, including an Offering Period underway at the time of the Administrator action; and

(c) allocating Shares.

Such modifications or amendments shall not require stockholder approval or the consent of any Participant.

9.4 Payments Upon Termination of Plan. Upon termination of the Plan, the balance in each Participant's Plan account shall be refunded as soon as practicable after such termination, without any interest thereon.

ARTICLE X.
TERM OF PLAN

The Plan shall be effective on the Effective Date. The effectiveness of the Plan shall be subject to approval of the Plan by the stockholders of the Company within 12 months following the date the Plan is first approved by the Board. No right may be granted under the Plan prior to such stockholder approval. No rights may be granted under the Plan during any period of suspension of the Plan or after termination of the Plan.

ARTICLE XI.
ADMINISTRATION

11.1 Administrator. Unless otherwise determined by the Board, the Administrator of the Plan shall be the Compensation Committee of the Board (or another committee or a subcommittee of the Board to which the Board delegates administration of the Plan) (such committee, the "***Committee***"). The Board may at any time vest in the Board any authority or duties for administration of the Plan.

11.2 Authority of Administrator. The Administrator shall have the power, subject to, and within the limitations of, the express provisions of the Plan:

(a) To determine when and how rights to purchase Shares shall be granted and the provisions of each offering of such rights (which need not be identical).

(b) To designate from time to time which Subsidiaries of the Company shall be Designated Subsidiaries, which designation may be made without the approval of the stockholders of the Company.

(c) To construe and interpret the Plan and rights granted under it, and to establish, amend and revoke rules and regulations for its administration. The Administrator, in the exercise of this power, may correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it shall deem necessary or expedient to make the Plan fully effective.

(d) To amend, suspend or terminate the Plan as provided in Article IX.

(e) Generally, to exercise such powers and to perform such acts as the Administrator deems necessary or expedient to promote the best interests of the Company and its Subsidiaries and to carry out the intent that the Plan be treated as an "employee stock purchase plan" within the meaning of Section 423 of the Code.

11.3 Decisions Binding. The Administrator's interpretation of the Plan, any rights granted pursuant to the Plan, any subscription or enrollment agreement and all decisions and determinations by the Administrator with respect to the Plan are final, binding, and conclusive on all parties.

ARTICLE XII.
MISCELLANEOUS

12.1 Restriction upon Assignment. A right granted under the Plan shall not be transferable other than by will or the Applicable Laws of descent and distribution, and is exercisable during the Participant's lifetime only by the Participant. Except as provided in Section 12.4 hereof, a right under the Plan may not be exercised to any extent except by the Participant. The Company shall not recognize and shall be under no duty to recognize any assignment or alienation of the Participant's interest in the Plan, the Participant's rights under the Plan or any rights thereunder.

12.2 Rights as a Stockholder. With respect to Shares subject to a right granted under the Plan, a Participant shall not be deemed to be a stockholder of the Company, and the Participant shall not have any of the rights or privileges of a stockholder, until such Shares have been issued to the Participant or his or her nominee following exercise of the Participant's rights under the Plan. No adjustments shall be made for dividends (ordinary or extraordinary, whether in cash securities, or other property) or distribution or other rights for which the record date occurs prior to the date of such issuance, except as otherwise expressly provided herein or as determined by the Administrator.

12.3 Interest. No interest shall accrue on the payroll deductions or contributions of a Participant under the Plan.

12.4 Designation of Beneficiary.

(a) A Participant may, in the manner determined by the Administrator, file a written designation of a beneficiary who is to receive any Shares and/or cash, if any, from the Participant's account under the Plan in the event of such Participant's death subsequent to a Purchase Date on which the Participant's rights are exercised but prior to delivery to such Participant of such Shares and cash. In addition, a Participant may file a written designation of a beneficiary who is to receive any cash from the Participant's account under the Plan in the event of such Participant's death prior to exercise of the Participant's rights under the Plan. If the Participant is married and resides in a community property state, a designation of a person other than the Participant's spouse as his or her beneficiary shall not be effective without the prior written consent of the Participant's spouse.

(b) Such designation of beneficiary may be changed by the Participant at any time by written notice to the Company. In the event of the death of a Participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such Participant's death, the Company shall deliver such Shares and/or cash to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed (to the knowledge of the Company), the Company, in its discretion, may deliver such Shares and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Company, then to such other person as the Company may designate.

12.5 Notices. All notices or other communications by a Participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received in the form specified by the Company at the location, or by the person, designated by the Company for the receipt thereof.

12.6 Equal Rights and Privileges. Subject to Section 5.7, all Eligible Employees will have equal rights and privileges under this Plan so that this Plan qualifies as an "employee stock purchase plan" within the meaning of Section 423 of the Code. Subject to Section 5.7, any provision of this Plan that is inconsistent with Section 423 of the Code will, without further act or amendment by the Company, the Board or the Administrator, be reformed to comply with the equal rights and privileges requirement of Section 423 of the Code.

12.7 Use of Funds. All payroll deductions received or held by the Company under the Plan may be used by the Company for any corporate purpose, and the Company shall not be obligated to segregate such payroll deductions.

12.8 Reports. If required by Applicable Law, statements of account shall be given to Participants at least annually, which statements shall set forth the amounts of payroll deductions, the Purchase Price, the number of Shares purchased and the remaining cash balance, if any.

12.9 No Employment Rights. Nothing in the Plan shall be construed to give any person (including any Eligible Employee or Participant) the right to employment or service with (or to remain in the employ of) the Company or any Parent or Subsidiary thereof or affect the right of the Company or any Parent or Subsidiary thereof to terminate the employment of any person (including any Eligible Employee or Participant) at any time, with or without cause.

12.10 Notice of Disposition of Shares. Each Participant shall give prompt notice to the Company of any disposition or other transfer of any Shares purchased upon exercise of a right under the Plan if such disposition or transfer is made: (a) within two years from the Enrollment Date of the Offering Period in which the Shares were purchased or (b) within one year after the Purchase Date on which such Shares were purchased. Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the Participant in such disposition or other transfer.

12.11 Governing Law. The Plan and any agreements hereunder shall be administered, interpreted and enforced under the internal laws of the State of Delaware without regard to conflicts of laws thereof or of any other jurisdiction.

12.12 Electronic Forms. To the extent permitted by Applicable Law and in the discretion of the Administrator, an Eligible Employee may submit any form or notice as set forth herein by means of an electronic form approved by the Administrator. Before the commencement of an Offering Period, the Administrator shall prescribe the time limits within which any such electronic form shall be submitted to the Administrator with respect to such Offering Period in order to be a valid election.

* * * * *

Amended and Restated
Agility Robotics, Inc.
2015 Equity Incentive Plan

Adopted: January 28, 2020
Effective: November 12, 2015
As Amended: June 30, 2026

Section 1 Purpose; History. Effective as of November 12, 2015, the Board and the Stockholders adopted the Agility Robotics, Inc. 2015 Equity Incentive Plan, as amended by Amendment No. 1 thereto, effective as of February 6, 2018. Effective as of January 28, 2020, the Board and the Stockholders amended and restated such original plan in the form of this Plan. The purpose of this Plan is to: (1) provide a means whereby the Company may closely associate the interests of Participants with the Stockholders by reinforcing the relationship between the Participants' rewards and Stockholder gains; (2) provide Participants with an equity ownership in the Company commensurate with the Company's performance as reflected in increased stockholder value; (3) maintain competitive compensation levels; and (4) provide an incentive to Participants to attract, retain, and motivate those persons to exert their best efforts on behalf of the Company.

Section 2 Definitions. In addition to the defined terms throughout this Plan, wherever the following capitalized terms are used in this Plan, they shall have the meanings specified below:

"Affiliate" shall mean any person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Company (within the meaning of the Exchange Act).

"Award" means an award of a Stock Option, Restricted Stock Award, Restricted Stock Unit, or Stock Award granted under the Plan.

"Award Agreement" means an agreement entered into between the Company and a Participant setting forth the terms and conditions of an Award granted to a Participant, as provided in Section 11.1 hereof.

"Board" means the Board of Directors of the Company.

"Cause" shall have the meaning set forth in Section 9.2(b) hereof.

"Change-in-Control" shall mean: (i) any individual, entity, or group (within the meaning of Section 13(d)(3) of the Exchange Act) (a "Person") acquires beneficial ownership, directly or indirectly (within the meaning of Rule 13d-3 promulgated under the Exchange Act) (a "Beneficial Owner"), of more than FIFTY PERCENT (50%) of the combined voting power of the then issued and outstanding shares of the voting common stock of the Company (the "Voting Stock"); (ii) the occurrence of a merger, consolidation, reorganization, share exchange, or similar corporate transaction, whether or not the Company is the surviving corporation, other than a transaction that would result in the Voting Stock outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least FIFTY PERCENT (50%) of the voting stock of the Company or such surviving entity immediately after such transaction; or (iii) the sale, transfer, or disposition of all or substantially all of the business and assets of the Company to any Person.

"Code" means the Internal Revenue Code of 1986.

"Committee" means the Compensation Committee of the Board, or such other committee of the Board appointed by the Board to administer the Plan, or the full Board if no such committee is appointed.

"Common Stock" means the Company's common stock, par value $0.0001 per share.

"Company" means Agility Robotics, Inc., a Delaware corporation.

"Date of Grant" means the date on which an Award under the Plan is granted by the Committee, or such later date as the Committee may specify to be the effective date of an Award.

"Disability" means, unless otherwise provided in an Award Agreement, a Participant being considered "disabled" within the meaning of Section 409A(a)(2)(C) of the Code and the regulations promulgated thereunder, or, with respect to a Participant who is not subject to United States income tax, as may otherwise be determined or construed by the Committee.

"Eligible Person" means any person who is an employee, director, consultant, or other service provider of the Company or any of its Subsidiaries.

"Exchange Act" means the United States Securities Exchange Act of 1934, 15 U.S.C. § 78a *et seq*.

"Fair Market Value" of a share of Common Stock shall be the fair market value of such share as determined by the Committee in its discretion, and to the extent deemed appropriate by the Committee, based upon a recent transaction price per share or third-party valuation of the Common Stock and, to the extent necessary, shall be determined in a manner consistent with Section 409A of the Code and Treasury Regulation 1.409A-1(b)(5)(iv), as well as any successor regulation or interpretation; *provided*, that in the event the Common Stock is publicly traded as of the date of any determination hereunder, "Fair Market Value" shall be determined by reference to the closing trading price of the Common Stock on the trading date immediately prior to such date of determination.

"Incentive Stock Option" means a Stock Option granted under Section 6 that is intended to meet the requirements of Section 422 of the Code and the regulations thereunder.

"Nonqualified Stock Option" means a Stock Option granted under Section 6 that is not an Incentive Stock Option.

"Participant" means any Eligible Person who holds an outstanding Award under the Plan.

"Plan" means the Amended and Restated Agility Robotics, Inc. 2015 Equity Incentive Plan as set forth herein, effective as provided in Section 13.1 and as may be amended from time to time.

"Restricted Stock Award" means a grant of shares of Common Stock to an Eligible Person under Section 7 that are issued subject to such vesting and transfer restrictions as the Committee shall determine, and such other conditions, as are set forth in the Plan and the applicable Award Agreement.

"Restricted Stock Unit" means a grant to an Eligible Person under Section 8 representing notional unit interests equal in value to a share of Common Stock to be paid or distributed at such times, and subject to such conditions, as set forth in the Plan and the applicable Award Agreement.

"Securities Act" means the United States Securities Act of 1933, 15 U.S.C. §§ 77a *et seq*.

"Service" means a Participant's service as an employee, director, consultant, or other personal service provider of the Company or any of its Subsidiaries, as applicable.

"Stock Option" means a grant to an Eligible Person under Section 6 to purchase shares of Common Stock at such time and price, and subject to such conditions, as are set forth in the Plan and the applicable Award Agreement.

"Stockholders" means the stockholders of the Company.

"Subsidiary" means an entity (whether or not a corporation) that is wholly or majority owned or controlled, directly or indirectly, by the Company, or any other Affiliate of the Company that is so designated, from time to time, by the Committee, during the period of such affiliated status; *provided*, *however*, that with respect to Incentive Stock Options, the term "Subsidiary" shall include only an entity that qualifies under Section 424(f) of the Code as a "subsidiary corporation" with respect to the Company.

"Ten-Percent Stockholder" means a person who, at the relevant time, owns (as defined in Section 424(d) of the Code) stock possessing more than TEN PERCENT (10%) of the total combined voting power of all classes of stock of the Company.

"Treasury Regulation" means the regulations promulgated under the Code.

Section 3 Administration.

3.1 Committee Members. The Plan shall be administered by the Committee, which shall be comprised of TWO (2) or more members of the Board, and the term "Committee" shall apply to any person or persons to whom such authority has been delegated. The Committee shall have the right, from time to time, to delegate to one or more officers of the Company the authority of the Committee to grant and determine the terms and conditions of Awards granted under the Plan. The Committee shall also be permitted to delegate, to any appropriate officer or employee of the Company, responsibility for performing certain ministerial functions under the Plan. In the event that the Committee's authority is delegated to officers or employees in accordance with the foregoing, all provisions of the Plan relating to the Committee shall be interpreted in a manner consistent with the foregoing by treating any such reference as a reference to such officer or employee for such purpose. Any action undertaken in accordance with the Committee's delegation of authority hereunder shall have the same force and effect as if such action was undertaken directly by the Committee and shall be deemed for all purposes of the Plan to have been taken by the Committee.

3.2 Committee Authority. The Committee shall have such powers and authority as may be necessary or appropriate for the Committee to carry out its functions as described in the Plan. Subject to the express limitations of the Plan, the Committee shall have authority in its discretion to determine the Eligible Persons to whom, and the time or times at which, Awards may be granted; the number of shares, units, or other rights subject to each Award; the exercise, base, or purchase price of an Award (if any); the time or times at which an Award will become vested, exercisable, or payable; the performance criteria, performance goals, and other conditions of an Award; the duration of the Award; and all other terms of the Award. Subject to the terms of the Plan, the Committee shall have the authority to amend the terms of an Award in any manner that is not inconsistent with the Plan, *provided* that no such action shall adversely affect the rights of a Participant with respect to an outstanding Award without such Participant's consent. The Committee shall also have discretionary authority to interpret the Plan, to make all factual determinations under the Plan, and to make all other determinations necessary or advisable for Plan administration, including, without limitation, to correct any defect, to supply any omission, or to reconcile any inconsistency in the Plan or any Award Agreement hereunder. The Committee may prescribe, amend, and rescind rules and regulations relating to the Plan. The Committee's determinations under the Plan need not be uniform and may be made by the Committee selectively among Participants and Eligible Persons, whether or not such persons are similarly situated. The Committee shall, in its discretion, consider such factors as it deems relevant in making its interpretations, determinations, and actions under the Plan including, without limitation, the recommendations or advice of any officer or employee of the Company or such attorneys, consultants, accountants, or other advisors as it may select. All interpretations, determinations, and actions by the Committee shall be final, conclusive, and binding upon all parties.

Section 4 Shares Subject to the Plan.

4.1 Number of Shares Reserved. Subject to adjustment pursuant to Section 4.2, the number of shares of Common Stock that may be issued under all Awards granted to Participants under the Plan shall be SIX MILLION EIGHT HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED FIFTY-EIGHT (6,878,158) shares. Shares of Common Stock issued under the Plan may be either authorized but unissued or shares held in the Company's treasury. If any Awards expire unexercised or are otherwise forfeited, canceled, or terminated, the shares of Common Stock that were subject to such Awards shall again be available for grants of Awards under the Plan to the extent of such forfeiture, cancellation, or termination. Incentive Stock Options may be granted for up to the full number of available shares of Common Stock available hereunder.

4.2 Adjustments. If there shall occur any change with respect to the outstanding shares of Common Stock by reason of any recapitalization, reclassification, stock dividend, extraordinary dividend, stock split, reverse stock split, or other distribution with respect to the shares of Common Stock, or any merger, reorganization, consolidation, combination, spin-off, or other similar corporate change, or any other change affecting the Common Stock, the Committee shall, in the manner and to the extent it considers equitable to the Participants and consistent with the terms of the Plan, cause an adjustment to be made to (i) the number and kind of shares of Common Stock, units, or other rights subject to then outstanding Awards; (ii) the exercise price or base price for each share or unit or other right subject to then outstanding Awards; and (iii) any other terms of an Award that are affected by the event. Notwithstanding the foregoing, (a) any such adjustments shall, to the extent necessary, be made in a manner consistent with the requirements of Section 409A of the Code, and (b) in the case of Incentive Stock Options, any such adjustments shall, to the extent practicable, be made in a manner consistent with the requirements of Section 424(a) of the Code. In addition, the Committee shall have the discretionary authority to make any of the foregoing adjustments in the event of any other material corporate transaction (including a joint venture transaction) involving the Company or any Affiliate, including by substituting (x) a different form of Award, or (y) the equity securities of an Affiliate for the Common Stock of the Company under the Plan and outstanding Awards, if in the good faith discretion of the Committee such adjustment is necessary or advisable for purposes of compliance with securities law or other regulatory requirements.

4.3 Change-in-Control. In the event of a Change-in-Control, outstanding Awards shall be treated as provided in the applicable Award Agreement or as otherwise determined by the Committee in its discretion. Such treatment may include, by way of example and not limitation, (i) cancellation of all or a portion of any Award for a cash payment in an amount equal to the number of shares of Common Stock subject to the canceled portion of the Award multiplied by the amount by which the Fair Market Value of a share of Common Stock exceeds the purchase price (if any) of the Award; (ii) conversion of all or a portion of the shares subject to the Award into other property or securities; (iii) removal of any or all restrictions and conditions on any Award; or (iv) giving written notice to any Participant that his or her Award will become immediately exercisable, notwithstanding any waiting period otherwise prescribed, and that the Award will be canceled if not exercised within a specified period of days of such notice.

Section 5 Eligibility and Awards.

5.1 Designation of Participants. Any Eligible Person may be selected by the Committee to receive an Award and become a Participant under the Plan. The Committee has the authority, in its discretion, to determine and designate from time to time those Eligible Persons who are to be granted Awards, the types of Awards to be granted, the number of shares of Common Stock or units subject to Awards to be granted and the terms and conditions of such Awards consistent with the terms of the Plan. In selecting Eligible Persons to be Participants, and in determining the type and amount of Awards to be granted under the Plan, the Committee shall consider any and all factors that it deems relevant or appropriate.

5.2 Determination of Awards. The Committee shall determine the terms and conditions of all Awards granted to Participants in accordance with its authority under Section 3.2. The terms of all Awards under the Plan will be specified by the Committee and will be set forth in individual Award Agreements as described in Section 11.1.

Section 6 Stock Options.

6.1 Grant of Stock Options. A Stock Option may be granted to any Eligible Person selected by the Committee. Subject to the provisions of Section 6.6 and Section 422 of the Code, each Stock Option shall be designated, in the discretion of the Committee, as an Incentive Stock Option or as a Nonqualified Stock Option.

6.2 Exercise Price. The exercise price per share of a Stock Option shall not be less than ONE HUNDRED PERCENT (100%) of the Fair Market Value of the shares of Common Stock on the Date of Grant. The Committee may, in its discretion, specify for any Stock Option an exercise price per share that is higher than the Fair Market Value on the Date of Grant, including multiple premium priced tranches based on projected equity valuations.

6.3 Vesting of Stock Options. The Committee shall in its discretion prescribe the time or times at which, or the conditions upon which, a Stock Option or portion thereof shall become vested or exercisable. The requirements for vesting and exercisability of a Stock Option may be based on the continued Service of the Participant, on the attainment of specified performance goals, or on such other terms and conditions as approved by the Committee in its discretion. The vesting and exercisability of a Stock Option may be accelerated by, and may be dependent upon, in whole or in part, the occurrence of a Change-in-Control.

6.4 Term of Stock Options. The Committee shall, in its discretion, prescribe in an Award Agreement the period during which a vested Stock Option may be exercised, *provided*, *however*, that the maximum term of a Stock Option shall be TEN (10) years from the Date of Grant. A Stock Option may be earlier terminated as specified by the Committee and set forth in an Award Agreement upon or following the termination of a Participant's Service with the Company or any Subsidiary. Except as otherwise provided in this Section 6 or in an Award Agreement, no Stock Option may be exercised at any time during the term thereof unless the Participant is then in the Service of the Company or one of its Subsidiaries, as determined in accordance with Section 11.2 hereof.

6.5 Stock Option Exercise; Tax Withholding. Subject to such terms and conditions as specified in an Award Agreement, a vested Stock Option may be exercised in whole or in part at any time during the term thereof by notice in the form required by the Company, together with payment of the aggregate exercise price therefore, *provided* that arrangements satisfactory to the Company have been made with respect to any applicable withholding tax, pursuant to Section 12.4 hereof. Payment of the exercise price shall be made in the manner set forth in the Award Agreement, in one or more of the following forms of payment: (i) in cash or by cash equivalent acceptable to the Committee; (ii) in shares of Common Stock, valued at the Fair Market Value of such shares on the date of exercise; (iii) by a combination of the foregoing methods; or (iv) by such other method as may be approved by the Committee and set forth in the Award Agreement.

6.6 Additional Rules for Incentive Stock Options.

(a) Eligibility. An Incentive Stock Option may only be granted to an Eligible Person who is considered an employee for purposes of Treasury Regulation 1.421-7(h) with respect to the Company or any Subsidiary that qualifies as a "subsidiary corporation" with respect to the Company for purposes of Section 424(f) of the Code. For the avoidance of doubt, Eligible Persons who are not subject to United States income tax shall not be eligible for the grant of Incentive Stock Options and shall instead receive Nonqualified Stock Options.

(b) Annual Limits. No Incentive Stock Option shall be granted to a Participant as a result of which the aggregate Fair Market Value (determined as of the Date of Grant) of Common Stock with respect to which incentive stock options under Section 422 of the Code are exercisable for the first time in any calendar year under the Plan and any other stock option plans of the Company or any subsidiary or parent corporation, would exceed ONE HUNDRED THOUSAND DOLLARS ($100,000.00), determined in accordance with Section 422(d) of the Code. This limitation shall be applied by taking stock options into account in the order in which granted.

(c) Termination of Employment. An Award of an Incentive Stock Option may provide that such Stock Option may be exercised not later than THREE (3) months following termination of employment of the Participant with the Company and all Subsidiaries, or not later than ONE (1) year following a permanent and total disability within the meaning of Section 22(e)(3) of the Code, as and to the extent determined by the Committee to comply with the requirements of Section 422 of the Code.

(d) Other Terms and Conditions; Nontransferability. Any Incentive Stock Option granted hereunder shall contain such additional terms and conditions, not inconsistent with the terms of the Plan, as are deemed necessary or desirable by the Committee, which terms, together with the terms of the Plan, shall be intended and interpreted to cause such Incentive Stock Option to qualify as an "incentive stock option" under Section 422 of the Code. An Award Agreement for an Incentive Stock Option may provide that such Stock Option shall be treated as a Nonqualified Stock Option to the extent that certain requirements applicable to "incentive stock options" under the Code shall not be satisfied. An Incentive Stock Option shall by its terms be nontransferable other than by will or by the laws of descent and distribution, and it shall be exercisable during the lifetime of a Participant only by such Participant.

(e) Disqualifying Dispositions. If shares of Common Stock acquired by exercise of an Incentive Stock Option are disposed of within TWO (2) years following the Date of Grant or ONE (1) year following the transfer of such shares to the Participant upon exercise, the Participant shall, promptly following such disposition, notify the Company in writing of the date and terms of such disposition and provide such other information regarding the disposition as the Company may reasonably require.

(f) Ten-Percent Stockholders. Notwithstanding any other provision of the Plan, no Ten-Percent Stockholder may receive an Incentive Stock Option unless the exercise price per share of the Incentive Stock Option is at least ONE HUNDRED TEN PERCENT (110%) of the Fair Market Value of the shares of Common Stock on the Date of Grant and such Incentive Stock Option is not exercisable after the date FIVE (5) years from the date such Incentive Stock Option is granted.

Section 7 Restricted Stock Awards.

7.1 Grant of Restricted Stock Awards. A Restricted Stock Award may be granted to any Eligible Person selected by the Committee. The Committee may require the payment by the Participant of a specified purchase price in connection with any Restricted Stock Award. The Committee may provide in an Award Agreement for the payment of dividends and distributions to the Participant at such times as paid to stockholders generally or at the times of vesting or other payment of the Restricted Stock Award.

7.2 Vesting Requirements. The restrictions imposed on shares granted under a Restricted Stock Award shall lapse in accordance with the vesting requirements specified by the Committee in the Award Agreement. The requirements for vesting of a Restricted Stock Award may be based on the continued Service of the Participant, on the attainment of specified performance goals, or on such other terms and conditions as approved by the Committee in its discretion. The vesting of a Restricted Stock Award may be accelerated by, and may be dependent upon, in whole or in part, the occurrence of a Change-in-Control. If the vesting requirements of a Restricted Stock Award shall not be satisfied, the Award shall be forfeited and the shares of Stock subject to the Award shall be returned to the Company.

7.3 Rights as Shareholder. Subject to the foregoing provisions of the Plan and the applicable Award Agreement, unless otherwise determined by the Committee, the Participant shall have the rights of a shareholder with respect to the shares granted to the Participant under a Restricted Stock Award, including the right to vote the shares and receive all dividends and other distributions paid or made with respect thereto. Any Common Stock or other securities received as a stock dividend or distribution will be subject to the same restrictions as the underlying Restricted Stock Award.

Section 8 Restricted Stock Units.

8.1 Grant of Restricted Stock Units. A Restricted Stock Unit may be granted to any Eligible Person selected by the Committee. The value of each Restricted Stock Unit is equal to the Fair Market Value of one share of Common Stock on the applicable date or time period of determination, as specified by the Committee. Restricted Stock Units shall be subject to such restrictions and conditions as the Committee shall determine.

8.2 Vesting of Restricted Stock Units. On the Date of Grant, the Committee shall, in its discretion, determine any vesting requirements with respect to Restricted Stock Units, which shall be set forth in the Award Agreement. The requirements for vesting of a Restricted Stock Unit may be based on the continued Service of the Participant, on the attainment of specified performance goals, or on such other terms and conditions as approved by the Committee in its discretion. The vesting of a Restricted Stock Unit may be accelerated by, and may be dependent upon, in whole or in part, the occurrence of a Change-in-Control.

8.3 Payment of Restricted Stock Units. Restricted Stock Units shall become payable to a Participant at the time or times determined by the Committee and set forth in the Award Agreement, which may be upon or following the vesting of the Award. The payment of a Restricted Stock Unit may be accelerated by, and may be dependent upon, in whole or in part, the occurrence of a Change-in-Control. Payment of a Restricted Stock Unit may be made, as approved by the Committee and set forth in the Award Agreement, in cash or in shares of Common Stock, or in a combination thereof, subject to applicable tax withholding requirements. Any cash payment of a Restricted Stock Unit shall be made based upon the Fair Market Value of the Common Stock, determined on such date or over such time period as determined by the Committee in its discretion.

8.4 Dividend Equivalent Rights. Restricted Stock Units may be granted together with a dividend equivalent right with respect to the shares of Common Stock subject to the Award, which may be accumulated and may be deemed reinvested in additional Restricted Stock Units or may be accumulated in cash, as determined by the Committee in its discretion, and will be paid at the time the underlying Restricted Stock Unit is payable. Dividend equivalent rights shall be subject to forfeiture under the same conditions as apply to the underlying Restricted Stock Units.

8.5 No Rights as Shareholder. The Participant shall not have any rights as a shareholder with respect to the shares subject to a Restricted Stock Unit until such time as shares of Common Stock are delivered to the Participant pursuant to the terms of the Award Agreement.

Section 9 Forfeiture Events.

9.1 General. The Committee may specify in an Award Agreement at the time of the Award that the Participant's rights, payments, and benefits with respect to an Award shall be subject to reduction, cancellation, forfeiture, or recoupment upon the occurrence of certain specified events, in addition to any otherwise applicable vesting or performance conditions of an Award. Such events shall include, but shall not be limited to, termination of Service for Cause, violation of material Company policies, breach of noncompetition, confidentiality, or other restrictive covenants that may apply to the Participant, or other conduct by the Participant that is detrimental to the business or reputation of the Company.

9.2 Termination for Cause.

(a) General. Unless otherwise provided by the Committee and set forth in an Award Agreement, if a Participant's employment with the Company or any Subsidiary shall be terminated for Cause, such Participant's rights, payments, and benefits with respect to an Award shall be subject to cancellation, forfeiture, or recoupment. The Company shall have the power to determine whether the Participant has been terminated for Cause and the date upon which such termination for Cause occurs. Any such determination shall be final, conclusive, and binding upon the Participant. In addition, if the Company shall reasonably determine that a Participant has committed or may have committed any act that could constitute the basis for a termination of such Participant's employment for Cause, the Company may suspend the Participant's rights to exercise any option, receive any payment, or vest in any right with respect to any Award pending a determination by the Company of whether an act has been committed which could constitute the basis for a termination for "Cause" as provided in this Section 9.2.

(b) Definition of "Cause". For purposes of the Plan, unless otherwise provided in an applicable Award Agreement, "Cause" shall mean (i) the repeated and material failure of the Participant to perform his or her material duties to the Company and its Affiliates, or to follow the Company's policies and procedures applicable to employees of the Company in effect from time to time; (ii) willful malfeasance by the Participant in connection with the performance of his or her duties to the Company; (iii) the Participant being convicted of, or pleading guilty or nolo contendere to, or being indicted for, a felony or other crime involving theft, fraud, or moral turpitude; (iv) fraud or embezzlement against the Company or an Affiliate; (v) the failure of the Participant to comply with in any material respect any proper and lawful written direction of the Company or an Affiliate related to the provision of services to the Company or such Affiliate; or (vi) the violation by the Participant of any noncompetition, non-solicitation, confidentiality, or other covenants applicable to the Participant.

Section 10 Restrictions on Transfer; Other Provisions.

10.1 General. Awards under the Plan shall not be assignable or transferable by the Participant, except by will or by the laws of descent and distribution, and shall not be subject in any manner to assignment, alienation, pledge, encumbrance, or charge. Notwithstanding the foregoing, in the event of the death of a Participant while employed by the Company or any of its Subsidiaries, except as otherwise provided by the Committee in an Award Agreement, an outstanding Award may become payable to the Participant's beneficiary as designated by the Participant in the manner prescribed by the Committee or, in the absence of an authorized beneficiary designation, by the a legatee or legatees of such Award under the participant's last will, or by such Participant's executors, personal representatives, or distributees of such Award in accordance with the Participant's will or the laws of descent and distribution.

10.2 [Reserved].

10.3 Legal Limitations. Anything in the Plan to the contrary notwithstanding, to the extent that the limitations or restrictions applicable to the Company under the laws of its jurisdiction of incorporation, the restrictions or limitations contained in the Certificate of Incorporation or Bylaws of the Company, or any other applicable law, rule, or regulation or under the terms of any indebtedness for borrowed money of the Company prohibit the Company from, or would cause the Company to be in default thereunder after, making any payment required under the Plan with respect to any share of Common Stock, then the Company shall not be obligated to make such payment at such time, and shall have the right to defer such payment until the Committee reasonably determines that such limitations and restrictions no longer restrict the Company from making such deferred payment. Any amounts the payment of which is so deferred shall bear interest, compounded annually and calculated at a rate equal to the prime rate and shall be paid (with interest) promptly after, and to the extent that, the Committee determines that the limitations and restrictions referred to in the first sentence of this Section 10.3 no longer restrict such payment.

10.4 Lock-Up Agreement. Unless the Committee provides otherwise, following the effective date of a registration statement of the Company filed under the Securities Act, for a period equal to the shortest period required of the Company's executive officers, directors, or Ten-Percent Stockholders (and only to the same extent applicable to any of the Company's executive officers, directors, or Ten-Percent Stockholders) by the managing underwriter of the Company's first underwritten public offering of Common Stock (the "IPO"), the Participant may not directly or indirectly sell, offer to sell, contract to sell (including, without limitation, any short sale), grant any option to purchase, or otherwise transfer or dispose of any Common Stock acquired pursuant to the vesting or exercise of an Award granted hereunder except for any Common Stock included in such registration; *provided*, *however*, that (a) such agreement shall be applicable only to the first such registration statement of the Company that covers Common Stock (or other securities) to be sold on its behalf to the public in the IPO, and (b) all executive officers and directors of the Company enter into similar agreements.

10.5 Drag Along Right. Unless the Committee provides otherwise, if, prior to an IPO, any stockholder or stockholders owning capital stock of the Company representing a majority of the Company's outstanding voting power (the "Selling Majority Stockholder") propose to sell through a transaction or a series of related transactions a number of shares of capital stock of the Company representing a majority of the Company's outstanding voting power pursuant to a bona fide offer (a "Drag Along Sale") to an unaffiliated third person (a "Drag Along Purchaser"), such Selling Majority Stockholder shall have the right (the "Drag Along Right"), but not the obligation, to require each Participant to sell a number of shares of Common Stock acquired pursuant to the vesting or exercise of Awards hereunder as described in this Section 10.5. If a Selling Majority Stockholder elects to exercise the Drag Along Right, then:

(a) The Selling Majority Stockholder shall provide written notice to each Participant of the Drag Along Sale at least TEN (10) days prior to the closing of such Drag Along Sale (the "Drag Along Notice") specifying the material terms and conditions of the Drag Along Sale, including the number of shares of capital stock of the Company to be purchased by the Drag Along Purchaser; the percentage (on an as-converted basis) of the total number of shares of capital stock of the Company (on an as-converted basis) to be sold by the Selling Majority Stockholder pursuant to the Drag Along Sale of the total number of shares of capital stock of the Company (on an as-converted basis) owned by the Selling Majority Stockholder (the "Fractional Amount"); and the proposed per share purchase price (on an as-converted basis).

(b) Each Participant shall sell to the Drag Along Purchaser, along with the Selling Majority Stockholder, the number of shares acquired pursuant to Awards granted hereunder equal to the product of (i) the number of shares of Common Stock acquired pursuant to Awards granted hereunder owned by such Participant (or by a permitted transferee of the Participant), and (ii) the Fractional Amount, for the same consideration per share and otherwise on the same terms and conditions as the Selling Majority Stockholder.

10.6 Clawback Rights. Unless the Committee provides otherwise, if a Participant materially violates any confidentiality, non-solicitation, development, or noncompetition agreement with the Company or an Affiliate, if the Participant's employment is terminated for Cause, or upon such other events as determined by the Committee in its sole discretion (each a "Clawback Event"), the Company may in its sole discretion repurchase (and the Participant shall sell) any shares of Common Stock acquired by the Participant (or by a permitted transferee of the Participant) pursuant to Awards granted hereunder for a price equal to the purchase price paid (if any) by the Participant under the Award or, if less, the Fair Market Value of the shares of Common Stock on the date of repurchase. In the event a Clawback Event has occurred but is not discovered until a later time, the Company may either repurchase shares of Common Stock as described in the immediately preceding sentence or, if the Participant no longer holds such shares, require the Participant to pay the Company the gross proceeds received in connection with the Participant's sale or other transfer of the shares.

10.7 Company's Right of First Refusal. Unless the Committee provides otherwise, while and so long as the Common Stock is not publicly traded, any shares issued on exercise of any Award granted under the Plan shall be subject to the Company's right of first refusal. By virtue of that right, (a) except to the extent permitted by the Committee, such shares may not be transferred during the Participant's lifetime, unless such transfer occurs within FIFTEEN (15) days following the expiration of THIRTY (30) days after the Company has been given a written notice that correctly identifies the prospective transferee or transferees and that offers the Company an opportunity to purchase such stock at its Fair Market Value in cash, and such offer was not accepted within THIRTY (30) days after the Company's receipt of that notice; and (b) upon the Participant's death, the Company shall have the right to purchase all or some of such stock at its Fair Market Value within NINE (9) months after the date notice of the Participant's death is received by the Company. This right of first refusal shall continue to apply to any such stock after the transfer during the Participant's lifetime of that stock to a member of the Participant's immediate family or to a family partnership or trust, and after any transfer of that stock with respect to which the Company expressly waived its right of first refusal without also waiving it as to any subsequent transfers thereof, but it shall not apply after a transfer of that stock with respect to which the Company was offered but did not exercise or waived its right of first refusal or more than NINE (9) months after the Participant's death. The Company may assign all or any portion of its right of first refusal to any one or more of its stockholders, or to any pension or retirement plan or trust for employees of the Company, who may then exercise the right so assigned. Stock certificates evidencing stock subject to this right of first refusal shall be appropriately legended to reflect that right.

Section 11 General Provisions.

11.1 Award Agreement. To the extent deemed necessary by the Committee, an Award under the Plan shall be evidenced by an Award Agreement in a written or electronic form approved by the Committee setting forth the number of shares of Common Stock, units, or other rights subject to the Award; the exercise price, base price, or purchase price of the Award; the time or times at which an Award will become vested, exercisable, or payable; and the term of the Award. The Award Agreement may also set forth the effect on an Award of a Change-in-Control and a termination of Service under certain circumstances. The Award Agreement shall be subject to and incorporate, by reference or otherwise, all of the applicable terms and conditions of the Plan, and may also set forth other terms and conditions applicable to the Award as determined by the Committee consistent with the limitations of the Plan. An Award Agreement may be in the form of an agreement to be executed by both the Participant and the Company (or an authorized representative of the Company) or certificates, notices, or similar instruments as approved by the Committee. The Committee need not require the execution of an Award Agreement by a Participant, in which case, acceptance of the Award by the Participant shall constitute agreement by the Participant to the terms, conditions, restrictions, and limitations set forth in the Plan and the Award Agreement.

11.2 Determinations of Service.

(a) The Company shall make all determinations relating to the Service of a Participant with the Company or any Subsidiary in connection with an Award, including with respect to the continuation, suspension, or termination of such Service. A Participant's Service shall not be deemed terminated if the Company determines that (i) a transition of employment to service with a partnership, joint venture, or corporation not meeting the requirements of a Subsidiary in which the Company or a Subsidiary is a party is not considered a termination of Service; (ii) the Participant transfers between service as an employee and service as a consultant or other personal service provider (or vice versa); or (iii) the Participant transfers between service as an employee and that of a Non-Employee Director (or vice versa). The Company may determine whether any corporate transaction, such as a sale or spin-off of a division or subsidiary that employs a Participant, shall be deemed to result in a termination of Service for purposes of any affected Awards, and the Company's decision shall be final and binding.

(b) Notwithstanding any term or provision to the contrary in the Plan, any Award Agreement, or any employment agreement between the Company or any Affiliate and a Participant, the date of any termination of Service of a Participant for purposes of the Plan shall be as determined by the Company, and in the case of the termination without Cause of a Participant's Service, shall be deemed to be the date that actual notice of termination of Service is delivered to the Participant, as determined by the Company, without regard to any period of notice or reasonable notice of termination of Service, or pay in lieu thereof, to which the Participant may be entitled under applicable law or otherwise.

11.3 No Right to Employment or Continued Service. Nothing in the Plan, in the grant of any Award, or in any Award Agreement shall confer upon any Eligible Person or any Participant any right to continue in the Service of the Company or any of its Subsidiaries, or interfere in any way with the right of the Company or any of its Subsidiaries to terminate the employment or other service relationship of an Eligible Person or a Participant for any reason at any time.

11.4 Rights as Shareholder. A Participant shall have no rights as a holder of shares of Common Stock with respect to any unissued securities covered by an Award until the date the Participant becomes the holder of record of such securities. Except as provided in Section 4.2, no adjustment or other provision shall be made for dividends or other shareholder rights, except to the extent that the Award Agreement provides for dividend payments or dividend equivalent rights. The Committee may determine, in its discretion, the manner of delivery of Common Stock to be issued under the Plan, which may be by delivery of stock certificates, electronic account entry into new or existing accounts, or any other means as the Committee, in its discretion, deems appropriate. The Committee may require that the stock certificates be held in escrow by the Company for any shares of Common Stock or cause the shares to be legended to comply with the securities laws or other applicable restrictions, or should the shares of Common Stock be represented by book or electronic account entry rather than a certificate, the Committee may take such steps to restrict transfer of the shares of Common Stock as the Committee considers necessary or advisable.

11.5 Plan Binding on Transferees. The Plan shall be binding upon the Company, its transferees and assigns, and the Participant, the Participant's executor, administrator, and permitted transferees and beneficiaries.

Section 12 Legal Compliance.

12.1 Securities Laws.

(a) No shares of Common Stock will be issued or transferred pursuant to an Award unless and until all then applicable requirements imposed by Federal and state securities and other laws, rules, and regulations and by any regulatory agencies having jurisdiction, and by any exchanges upon which the shares of Common Stock may be listed, have been fully met. As a condition precedent to the issuance of shares pursuant to the grant or exercise of an Award, the Company may require the Participant to take any reasonable action to meet such requirements. The Committee may impose such conditions on any shares of Common Stock issuable under the Plan as it may deem advisable, including, without limitation, restrictions under the Securities Act under the requirements of any exchange upon which such shares of the same class are then listed, and under any blue sky or other securities laws applicable to such shares. The Committee may also require the Participant to represent and warrant at the time of issuance or transfer that the shares of Common Stock are being acquired only for investment purposes and without any current intention to sell or distribute such shares. Certificates representing Common Stock acquired pursuant to an Award may bear such legend as the Company may consider appropriate under the circumstances.

(b) From the time the Company commences reliance on the exemption from registration provided by Rule 12h-1(f)(1) of the Exchange Act and until the Company ceases such reliance or becomes subject to the reporting requirements of Sections 13 or 15(d) of the Exchange Act, the Company shall provide to the option holders the information required to be delivered under Rule 12h-1(f)(1)(vi) of the Exchange Act, as applicable, in accordance with such rule.

12.2 Shareholders Agreement. Unless otherwise determined by the Committee, Common Stock granted or issued pursuant to all Awards hereunder shall be subject to the Participant's execution of a shareholders' agreement acceptable to the Company.

12.3 Unfunded Plan. The adoption of the Plan and any reservation of shares of Common Stock or cash amounts by the Company to discharge its obligations hereunder shall not be deemed to create a trust or other funded arrangement. Except upon the issuance of Common Stock pursuant to an Award, any rights of a Participant under the Plan shall be those of a general unsecured creditor of the Company, and neither a Participant nor the Participant's permitted transferees or estate shall have any other interest in any assets of the Company by virtue of the Plan. Notwithstanding the foregoing, the Company shall have the right to implement or set aside funds in a grantor trust, subject to the claims of the Company's creditors or otherwise, to discharge its obligations under the Plan.

12.4 Section 409A Compliance. To the extent applicable, it is intended that the Plan and all Awards hereunder comply with the requirements of Section 409A of the Code and the Treasury Regulations and other guidance issued thereunder ("Section 409A"), and that the Plan and all Award Agreements shall be interpreted and applied by the Committee in a manner consistent with this intent to avoid the imposition of any additional tax under Section 409A. In the event that any provision of the Plan or an Award Agreement is determined by the Committee to not comply with the applicable requirements of Section 409A, the Committee shall have the authority to take such actions and to make such changes to the Plan or an Award Agreement as the Committee deems necessary to comply with such requirements, provided that no such action shall adversely affect any outstanding Award without the consent of the affected Participant. In no event whatsoever shall the Company be liable for any additional tax, interest, or penalties that may be imposed on a Participant by Section 409A or any damages for failing to comply with Section 409A.

12.5 Tax Withholding. The Participant shall be responsible for payment of any taxes or similar charges required by law to be paid or withheld from an Award or an amount paid in satisfaction of an Award. Any required withholdings shall be paid by the Participant on or prior to the payment or other event that results in taxable income in respect of an Award. In addition to the methods described in the Plan, the Award Agreement may specify the manner in which the withholding obligation shall be satisfied with respect to the particular type of Award. Without limiting the foregoing, if the Company or any Subsidiary determines in its sole discretion that under the requirements of applicable taxation laws or regulations of any governmental authority whatsoever it is obliged to withhold for remittance to a taxing authority any amount upon the grant or exercise of an Award, the exercise of the Call Right, the other disposition or deemed disposition by a Participant of an Award or any Common Stock, or the provision of any other benefit under the Plan, the Company or any of its Subsidiaries, on its own behalf or on behalf of any third party purchaser of the Award or any Common Stock held by the Participant, may take any steps it considers necessary or appropriate in the circumstances in connection therewith, including, without limiting the generality of the foregoing:

(a) requiring the Participant to pay the Company or any of Subsidiaries such amount as the Company or any of its Subsidiaries is obliged to remit to such taxing authority in respect thereof, with any such payment, in any event, being due no later than the date as of which any such amount first becomes included in the gross income of the Participant for tax purposes (and further provided that, in the case of a Stock Option, such payment shall be made in the same manner as payment of any applicable exercise price or in any other manner that may be designated by the Committee);

(b) issuing any Common Stock issued pursuant to an Award to an agent on behalf of the Participant and directing the agent to sell a sufficient number of such shares on behalf of the Participant to satisfy the amount of any such withholding obligation, with the agent paying the proceeds of any such sale to the Company or any of its Subsidiaries for this purpose; or

(c) to the extent permitted by law, deducting the amount of any such withholding obligation from any payment of any kind otherwise due to the Participant.

12.6 No Guarantee of Tax Consequences. Neither the Company, the Board, the Committee, nor any other person make any commitment or guarantee that any Federal, state, local, or foreign tax treatment will apply or be available to any Participant or any other person hereunder.

12.7 Severability. If any provision of the Plan or any Award Agreement shall be determined to be illegal or unenforceable by any court of law in any jurisdiction, the remaining provisions hereof and thereof shall be severable and enforceable in accordance with their terms, and all provisions shall remain enforceable in any other jurisdiction.

12.8 Governing Law. The Plan and all rights hereunder shall be subject to and interpreted in accordance with the laws of the State of Delaware, without reference to the principles of conflicts of laws, and to applicable Federal securities laws.

Section 13 Term; Amendment and Termination.

13.1 Term. The Plan has been adopted by the Board of the Company and shall become effective as of November 12, 2015. The term of the Plan will be TEN (10) years from the date of adoption by the Board, subject to Section 13.2.

13.2 Amendment and Termination. The Board may from time to time and in any respect, amend, modify, suspend, or terminate the Plan. Notwithstanding the foregoing, no amendment, modification, suspension, or termination of the Plan shall adversely affect any Award theretofore granted without the consent of the Participant or the permitted transferee of the Award.

* * * * *

Exhibit 10.11(a)

AGILITY ROBOTICS, INC.

AMENDED AND RESTATED 2015 EQUITY INCENTIVE PLAN

STOCK OPTION AWARD AGREEMENT

Unless otherwise defined herein, each capitalized term used in this Stock Option Award Agreement (this "Agreement") shall have the meaning given such term in the Amended and Restated Agility Robotics, Inc. 2015 Equity Incentive Plan (as the same may be amended or restated from time to time, the "Plan").

ARTICLE I
NOTICE OF OPTION GRANT

Participant's Name: *As described in Carta*

The Committee has authorized and approved the grant of an Award to the Participant of an Option to purchase shares of Common Stock, subject to the terms and conditions set forth in the Plan and this Agreement, as follows:

Date of Grant	*As described in Carta*
Exercise Price Per Share	*As described in Carta*
Number of shares of Common Stock (the "Shares") Granted	*As described in Carta*
Type of Shares	Common Stock
Type of Option	*As described in Carta*
Term/Expiration Date	*As described in Carta*
Vesting Schedule	*As described in Carta*
Termination Period	*As described in Carta*

ARTICLE II

AGREEMENT

Section 1. Grant of Option. The Committee hereby grants to the Participant named in the Notice of Stock Option Grant (the "Optionee"), an option (the "Option") to purchase the number of Shares set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the "Exercise Price"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and this Option Agreement, the terms and conditions of the Plan shall prevail.

If designated in the Notice of Stock Option Grant as an Incentive Stock Option (an "ISO"), this Option is intended to qualify as an Incentive Stock Option as defined in Section 422 of the Code. Nevertheless, to the extent that the Option fails to meet the requirements of an ISO under Code Section 422, this Option shall be treated as a Nonqualified Stock Option (an "NSO").

Section 2. Exercise of Option. This Option shall be exercisable during its term in accordance with the Vesting Schedule set out in ARTICLE I. Notice of Stock Option Grant and with the applicable provisions of the Plan and this Agreement.

Section 3. Method of Exercise.

Section 3(a). Notice of Exercise. The Optionee or, in the case of the Optionee's death or Disability, the Optionee's representative may exercise all or any part of the vested portion of the Option by delivering to the Company at its principal office a written notice of exercise in the form attached as Exhibit A or any other form that the Committee may permit (such notice, a "Notice of Exercise"). The Notice of Exercise will be signed by the person exercising the Option. In the event that the Option is being exercised by the Optionee's representative, the Notice of Exercise will be accompanied by proof (satisfactory to the Committee) of the representative's right to exercise the Option. The Optionee or the Optionee's representative will deliver to the Committee, at the time of giving the Notice of Exercise, payment in a form permissible under Section 4 for the aggregate amount of the Exercise Price and applicable withholding taxes as provided below.

Section 3(b). Issuance of Shares. After all requirements with respect to the exercise of the Option have been satisfied, the Committee will cause to be issued the Shares as to which the Option has been exercised (or, in the Committee's discretion, in un-certificated form, upon the books of the Company's transfer agent), registered in the name of the person exercising the Option (or in the names of such person and his or her spouse as community property or as joint tenants with right of survivorship). Neither the Company nor the Committee will be liable to the Optionee or any other Person for damages relating to any delays in issuing the Shares or any mistakes or errors in the issuance of the Shares.

Section 3(c). Method of Payment. Payment of the aggregate Exercise Price shall be by any of the following, or a combination thereof, at the election of the Optionee:

(a) cash, by certified or bank check, or other instrument acceptable to the Committee in U.S. funds payable to the order of Company;

(b) delivery of shares of Common Stock previously issued to Optionee and held by Optionee for a period of at least SIX (6) months prior to the date of exercise of the Option, and having a fair market value in an amount equal to the aggregate Exercise Price;

(c) via cashless exercise as set forth in Section 2.08(c) of the Plan; or

(d) by a combination of the foregoing methods.

Section 4. Withholding. Notwithstanding any provisions of the Plan or this Agreement to the contrary, whenever shares of Common Stock are to be issued to the Optionee, the Optionee shall also remit to the Company (or, in the case of an exercise pursuant to Section 4(b) the Company shall have the right to withhold) an amount sufficient to satisfy federal, state, and local withholding requirements prior to delivery of any certificate for shares. If an Optionee makes a disposition of shares acquired upon the exercise of an Incentive Stock Option within either TWO (2) years after the Option was granted or ONE (1) year after its exercise by the Optionee, the Optionee shall promptly notify the Company in accordance with Section 8(d) of this Agreement and the Company shall have the right to require the Optionee to pay the Company an amount sufficient to satisfy federal, state, and local tax withholding requirements, if any.

Section 5. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of the Plan and this Option Agreement shall be binding upon the executors, administrators, heirs, successors, and assigns of the Optionee.

Section 6. Term of Option. This Option may be exercised only within the term set out in ARTICLE I, and may be exercised during such term only in accordance with the Plan and the terms of this Option.

Section 7. The Company's Right of Repurchase.

Section 7(a). Repurchase Events. The following events shall each constitute a "Repurchase Event":

(1) the termination of the Optionee's employment with the Company for any reason whatsoever, regardless of the circumstances thereof, and including without limitation upon the death, disability, retirement, discharge, or resignation for any reason, whether voluntarily or involuntarily;

(2) the Optionee's bankruptcy, which, for purposes of hereof, shall mean: (A) the filing of a voluntary petition under any bankruptcy or insolvency law, or a petition for the appointment of a receiver or the making of an assignment for the benefit of creditors, with respect to the Optionee; or (B) the Optionee being subjected involuntarily to such a petition or assignment or to an attachment or other legal or equitable interest with respect to the Optionee's assets, which involuntary petition or assignment or attachment is not discharged within SIXTY (60) days after its date; or

(3) the Optionee being subject to a transfer of this Option or the Shares issued upon exercise of this Option by operation of law (including by divorce, even if not insolvent), except by reason of death.

Section 7(b). Right of Repurchase. The Company shall have the right (the "Repurchase Right") upon the occurrence of any Repurchase Event to repurchase from the Optionee (or any Permitted Transferee) some or all (as determined by the Company in its sole discretion) of the Shares previously or subsequently acquired by the Optionee (or any Permitted Transferee) upon the exercise of this Option in accordance with the terms hereof (the "Issued Shares"), at the price per share specified below. The Repurchase Right may be exercised by Company within the later of: (i) SIX (6) months following the date of such Repurchase Event; or (ii) SEVEN (7) months after the exercise of this Option (the "Repurchase Period"). The Company shall exercise the Repurchase Right by giving the Optionee (or respective Permitted Transferee) written notice on or before the last day of the Repurchase Period of its intention to exercise the Repurchase Right and, together with such notice, tendering to the Optionee (or respective Permitted Transferee) an amount equal to the lesser of (the "Repurchase Price"):

(1) the Fair Market Value (as defined in the Plan) of the Issued Shares with such value measured as of the date of repurchase of the Issued Shares, or

(2) the Exercise Price in the event that the Repurchase Event arises from a termination of employment with the Company for Cause.

The Company may assign the Repurchase Right to one or more Persons. Upon such notification, the Optionee (or respective Permitted Transferee) shall promptly surrender to the Company any certificates representing the Issued Shares being purchased, together with a duly executed stock power for the transfer of such Issued Shares to the Company or the Company's assignee or assignees. Upon the Company's or its assignee's or assignees' receipt of the certificates from the Optionee (or respective Permitted Transferee), the Company or its assignee or assignees shall deliver to the Optionee a check for the Repurchase Price of the Issued Shares being purchased; *provided*, *however*, that the Company may pay the Repurchase Price for such shares by offsetting and canceling any indebtedness then owned by the Optionee to the Company. At such time, the Optionee or any holder of the Issued Shares shall deliver to the Company the certificate or certificates representing the Issued Shares so repurchased, duly endorsed for transfer, free and clear of any liens or encumbrances.

Section 8. Escrow. The Company may hold any Issued Shares in escrow together with separate stock powers executed by the Optionee in blank for transfer, and any Permitted Transferee shall, as an additional condition to any transfer of Issued Shares, execute a like stock power as to such Issued Shares. The Company shall not dispose of the Issued Shares except as otherwise provided herein. In the event of any repurchase by the Company (or any of its assigns), the Company is hereby authorized by the Optionee (and any Permitted Transferee), as the Optionee's and each such Permitted Transferee's attorney-in-fact, to date and complete the stock powers necessary for the transfer of the Issued Shares being purchased and to transfer such Issued Shares in accordance with the terms hereof. Without limitation of any other provision of the Plan or this Option or other rights, in the event that the Optionee, any Permitted Transferees, or any other Person is required to sell the Optionee's Issued Shares pursuant to the provisions of this Section 8 and in the further event that he or she refuses or for any reason fails to deliver to the Company or its designated purchaser of such Issued Shares the certificate or certificates evidencing such Issued Shares together with a related stock power, the Company or such designated purchaser may deposit the applicable purchase price for such Issued Shares with a bank designated by the Company, or with the Company's independent accounting firm, as agent or trustee, or in escrow, for the Optionee, any Permitted Transferee, or other Person, to be held by such bank or accounting firm for the benefit of and for delivery to him, her, them or it, or, in its discretion, pay such purchase price by offsetting any indebtedness then owed by the Optionee as provided above. Upon any such deposit or offset by the Company or its designated purchaser of such amount and upon notice to the Person who was required to sell the Issued Shares to be sold pursuant to the provisions of this Section 8, such Issued Shares shall at such time be deemed to have been sold, assigned, transferred, and conveyed to such purchaser, the holder thereof shall have no further rights thereto (other than the right to withdraw the payment thereof held in escrow, if applicable), and the Company shall record such transfer in its stock transfer book or in any appropriate manner.

Section 9. Termination. The Repurchase Right shall terminate upon the closing of the Company's IPO as a result of which shares of the Company (or any successor entity) of the same class as the Issued Shares are registered under Section 12 of the Exchange Act (and the rules and regulations thereunder), and publicly traded on NASDAQ/NMS or any national security exchange.

Section 10. Tax Consequences. Set forth below is a brief summary as of the date of this Option of some of the federal tax consequences of exercise of this Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE OPTIONEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THIS OPTION OR DISPOSING OF THE SHARES.

Section 11. Exercise of ISO. If this Option qualifies as an ISO, there will be no regular federal income tax liability upon the exercise of the Option, although the excess, if any, of the Fair Market Value of the Shares on the date of exercise over the Exercise Price will be treated as an adjustment to the alternative minimum tax for federal tax purposes and may subject the Optionee to the alternative minimum tax in the year of exercise.

Section 12. Exercise of NSO. There may be a regular federal income tax liability upon the exercise of a Nonqualified Stock Option. The Optionee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the Fair Market Value of the Shares on the date of exercise over the Exercise Price. If Optionee is an Employee or a former Employee, the Company will be required to withhold from Optionee's compensation or collect from Optionee and pay to the applicable taxing authorities an amount in cash equal to a percentage of this compensation income at the time of exercise, and may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

Section 13. Disposition of Shares. In the case of an NSO, if Shares are held for at least ONE (1) year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes. In the case of an ISO, if Shares transferred pursuant to the Option are held for at least one year after exercise and at least TWO (2) years after the Date of Grant, any gain realized on disposition of the Shares will also be treated as long-term capital gain for federal income tax purposes. If Shares purchased under an ISO are disposed of within ONE (1) year after exercise or TWO (2) years after the Date of Grant, any gain realized on such disposition will be treated as compensation income (taxable at ordinary income rates) to the extent of the difference between the Exercise Price and the lesser of (1) the Fair Market Value of the Shares on the date of exercise, or (2) the sale price of the Shares. Any additional gain will be taxed as capital gain, short-term or long-term depending on the period that the ISO Shares were held.

Section 14. Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Optionee herein is an ISO, and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (1) the date TWO (2) years after the Date of Grant, or (2) the date ONE (1) year after the date of exercise, the Optionee shall immediately notify the Company in writing of such disposition. Optionee agrees that Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee.

Section 15. Entire Agreement; Governing Law. The Plan is incorporated herein by reference. The Plan and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and Optionee. This agreement is subject to and shall be interpreted in accordance with the laws of the State of Delaware, without reference to the principles of conflicts of laws, and to applicable Federal securities laws.

Section 16. No Guarantee of Continued Service. OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS AN EMPLOYEE, NON-EMPLOYEE DIRECTOR, OR CONSULTANT, AS THE CASE MAY BE, AT THE WILL OF THE COMPANY (NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION, OR ACQUIRING SHARES HEREUNDER). OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER, AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE IN ANY WAY WITH OPTIONEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE OPTIONEE'S RELATIONSHIP WITH THE COMPANY AT ANY TIME, WITH OR WITHOUT CAUSE.

[*Remainder of page intentionally left blank.*]

IN WITNESS WHEREOF, the Company and the Optionee have executed this Stock Option Award Agreement as of the Date of Grant.

COMPANY

By:

Name:

Title:

OPTIONEE

[Name]

EXHIBIT A

Notice of Exercise

Agility Robotics, Inc.
4698 Truax Dr SE
Salem, OR 97317
Attention: General Counsel

Date of Exercise: _____

Ladies & Gentlemen:

1. Exercise of Option. This constitutes notice to Agility Robotics, Inc. (the "Company") that, pursuant to my Amended and Restated Agility Robotics, Inc. 2015 Equity Incentive Plan Stock Option Award Agreement, dated [DATE OF GRANT] (the "Award Agreement"), I elect to purchase the number of Shares set forth below for the price set forth below. Capitalized terms used and not otherwise defined in this notice will have the meanings ascribed to those terms in the Award Agreement. By signing and delivering this notice to the Company, I hereby acknowledge that I am the holder of the Option exercised by this notice and have full power and authority to exercise the Option.

   Number of Shares as to which Option is exercised ("Optioned Shares"):

   Shares to be issued in name of:

   Date of Grant:

   Total Purchase Price:

2. Delivery of Payment. With this notice, I hereby deliver to the Company the full exercise price of the Optioned Shares and any and all Withheld Taxes due in connection with the exercise of my Option, subject to satisfaction of the Purchase Price and any and all Withheld Taxes in any other manner consistent with the Award Agreement and the Plan.

3. Rights as Stockholder. While the Company will endeavor to process this notice in a timely manner, I acknowledge that, until the issuance of the Optioned Shares (or, in the Committee's discretion, in un-certificated form, upon the books of the Company's transfer agent) and my satisfaction of any other conditions imposed by the Committee pursuant to the Plan or as set forth in the Award Agreement, no right to vote or receive dividends or any other rights as a stockholder will exist with respect to the Optioned Shares, notwithstanding the exercise of my Option. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance of the Optioned Shares.

4. Interpretation. Any dispute regarding the interpretation of this notice will be submitted promptly by me or by the Company to the Committee. The resolution of such a dispute by the Committee will be final and binding on all parties.

5. Entire Agreement. The Plan and the Award Agreement under which the Optioned Shares were granted are incorporated herein by reference and, together with this notice, constitute the entire agreement of the parties with respect to the subject matter of this notice.

Very truly yours,

Signature:

Name:

Address:

Social Security Number:

Exhibit 10.12

AGILITY ROBOTICS, INC.

AMENDMENT NO. 1 TO
2026 EQUITY INCENTIVE PLAN

As Adopted on September 21, 2026

This Amendment is made by Agility Robotics, Inc., a Delaware corporation (the "***Company***"), for the purpose of amending the Company's 2026 Equity Incentive Plan (as amended from time to time, the "***Plan***"). All capitalized terms used herein but not defined shall have the meanings set forth in the Plan.

WHEREAS, the Company desires to amend the Plan to increase the aggregate number of shares of Common Stock, par value $0.0001 per share, reserved for issuance under the Plan; and

WHEREAS, Section 10.4 of the Plan provides that the Board of Directors of the Company (the "***Board***") may amend the Plan or any portion of the plan at any time and in such respects as it will deem advisable.

NOW, THEREFORE, the Plan is amended as follows:

1. Amendment to Plan.

(a) Section 4.1 of the Plan shall be deleted in its entirety and replaced with the following:

"Number of Shares. Subject to adjustment under Section 8 hereof, Awards may be made under the Plan covering up to 2,128,786 shares of Common Stock, plus a number of shares of Common Stock equal to the number of Returning Shares, if any, as such shares become available from time to time; provided that in no event may more than 6,257,447 shares of Common Stock be issued under the Plan (including on account of Incentive Stock Options). If any Award expires or lapses or is terminated, surrendered or canceled without having been fully exercised or settled or is forfeited in whole or in part (including as the result of shares of Common Stock subject to such Award being repurchased by the Company at or below the original issuance price), in any case in a manner that results in any shares of Common Stock covered by such Award not being issued or being so reacquired by the Company, the unused Common Stock covered by such Award shall again be available for the grant of Awards under the Plan. Further, shares of Common Stock delivered (either by actual delivery or attestation) to the Company by a Participant to satisfy the applicable exercise or purchase price of an Award and/or to satisfy any applicable Tax-Related Items (including shares retained by the Company from the Award being exercised or purchased and/or creating the tax obligation) shall be added to the number of shares of Common Stock available for the grant of Awards under the Plan. However, in the case of Incentive Stock Options (as hereinafter defined), the foregoing provisions shall be subject to any limitations under the Code. Shares of Common Stock issued under the Plan may consist in whole or in part of authorized but unissued shares, shares purchased on the open market or treasury shares."

2. All other terms and conditions of the Plan shall remain in full force and effect.

AGILITY ROBOTICS, INC.

2026 EQUITY INCENTIVE PLAN

As Adopted on January 12, 2026

1. Purpose.

The purpose of the Plan is to advance the interests of the Company's stockholders by enhancing the Company's ability to attract, retain and motivate persons who make (or are expected to make) important contributions to the Company by providing such persons with equity ownership opportunities and thereby better aligning the interests of such persons with those of the Company's stockholders. Capitalized terms used in the Plan are defined in Section 11 below.

2. Eligibility.

Service Providers are eligible to be granted Awards under the Plan, subject to the limitations described herein.

3. Administration and Delegation.

3.1 Administration. The Plan will be administered by the Administrator. The Administrator shall have authority to determine which Service Providers will receive Awards, to grant Awards and to set all terms and conditions of Awards (including, but not limited to, vesting, exercise, settlement and forfeiture provisions). In addition, the Administrator shall have the authority to take all actions and make all determinations contemplated by the Plan and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Administrator may correct any defect or ambiguity, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem necessary or appropriate to carry the Plan and any Awards into effect, as determined by the Administrator. The Administrator shall make all determinations under the Plan in the Administrator's sole discretion and all such determinations shall be final and binding on all persons having or claiming any interest in the Plan or in any Award.

3.2 Appointment of Committees. To the extent permitted by Applicable Laws, the Board may delegate any or all of its powers under the Plan to one or more Committees. The Board may abolish any Committee at any time and re-vest in itself any previously delegated authority.

4. Stock Available for Awards.

4.1 Number of Shares. Subject to adjustment under Section 8 hereof, Awards may be made under the Plan covering up to 1,180,473 shares of Common Stock, plus a number of shares of Common Stock equal to the number of Returning Shares, if any, as such shares become available from time to time; provided that in no event may more than 6,257,447 shares of Common Stock be issued under the Plan (including on account of Incentive Stock Options). If any Award expires or lapses or is terminated, surrendered or canceled without having been fully exercised or settled or is forfeited in whole or in part (including as the result of shares of Common Stock subject to such Award being repurchased by the Company at or below the original issuance price), in any case in a manner that results in any shares of Common Stock covered by such Award not being issued or being so reacquired by the Company, the unused Common Stock covered by such Award shall again be available for the grant of Awards under the Plan. Further, shares of Common Stock delivered (either by actual delivery or attestation) to the Company by a Participant to satisfy the applicable exercise or purchase price of an Award and/or to satisfy any applicable Tax-Related Items (including shares retained by the Company from the Award being exercised or purchased and/or creating the tax obligation) shall be added to the number of shares of Common Stock available for the grant of Awards under the Plan. However, in the case of Incentive Stock Options (as hereinafter defined), the foregoing provisions shall be subject to any limitations under the Code. Shares of Common Stock issued under the Plan may consist in whole or in part of authorized but unissued shares, shares purchased on the open market or treasury shares.

4.2 Substitute Awards. In connection with a merger or consolidation of an entity with the Company or the acquisition by the Company of property or stock of an entity, the Administrator may grant Awards in substitution for any options or other stock or stock-based awards granted prior to such merger or consolidation by such entity or an affiliate thereof. Substitute Awards may be granted on such terms as the Administrator deems appropriate in the circumstances, notwithstanding any limitations on Awards contained in the Plan. Substitute Awards shall not count against the overall share limit set forth in Section 4.1 hereof, except as may be required by reason of Section 422 of the Code.

5. Stock Options.

5.1 General. The Administrator may grant Options to any Service Provider, subject to the limitations on Incentive Stock Options described below. The Administrator shall determine the number of shares of Common Stock to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option, including conditions relating to Applicable Laws, as it considers necessary or advisable.

5.2 Incentive Stock Options. The Administrator may grant Options intended to qualify as Incentive Stock Options only to employees of the Company, any of the Company's present or future "parent corporations" or "subsidiary corporations" as defined in Sections 424(e) or (f) of the Code, respectively, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code. All Options intended to qualify as Incentive Stock Options shall be subject to and shall be construed consistently with the requirements of Section 422 of the Code. Neither the Company nor the Administrator shall have any liability to a Participant, or any other party, (i) if an Option (or any part thereof) which is intended to qualify as an Incentive Stock Option fails to qualify as an Incentive Stock Option or (ii) for any action or omission by the Administrator that causes an Option not to qualify as an Incentive Stock Option, including without limitation, the conversion of an Incentive Stock Option to a Non-Qualified Stock Option or the grant of an Option intended as an Incentive Stock Option that fails to satisfy the requirements under the Code applicable to an Incentive Stock Option. Any Option that is intended to qualify as an Incentive Stock Option, but fails to so qualify for any reason, including without limitation, the portion of any Option becoming exercisable in excess of the $100,000 limitation described in Treasury Regulation Section 1.422-4, shall be treated as a Non-Qualified Stock Option for all purposes.

5.3 Exercise Price. The Administrator shall establish the exercise price of each Option and specify the exercise price in the applicable Award Agreement. Unless otherwise determined by the Administrator for Options granted to Service Providers who are not subject to taxation in the United States, and in compliance with Applicable Laws, the exercise price shall be not less than 100% of the Fair Market Value on the date the Option is granted. In the case of an Incentive Stock Option granted to an employee who, at the time of grant of the Option, owns (or is treated as owning under Section 424 of the Code) stock representing more than 10% of the voting power of all classes of stock of the Company (or a "parent corporation" or "subsidiary corporation" thereof within the meaning of Sections 424(e) or 424(f) of the Code, respectively), the per share exercise price shall be no less than 110% of the Fair Market Value on the date the Option is granted.

5.4 Duration of Options. Each Option shall be exercisable at such times and subject to such terms and conditions as the Administrator may specify in the applicable Award Agreement, provided that the term of any Option shall not exceed ten years. In the case of an Incentive Stock Option granted to an employee who, at the time of grant of the Option, owns (or is treated as owning under Section 424 of the Code) stock representing more than 10% of the voting power of all classes of stock of the Company (or a "parent corporation" or "subsidiary corporation" thereof within the meaning of Sections 424(e) or 424(f) of the Code, respectively), the term of the Option shall not exceed five years.

5.5 Exercise of Option; Notification of Disposition. Options may be exercised by delivery to the Company of a written notice of exercise, in a form approved by the Administrator (which may be an electronic form), signed by the person authorized to exercise the Option, together with payment in full (i) as specified in Section 5.6 hereof for the number of shares for which the Option is exercised and (ii) as specified in Section 9.5 hereof for any applicable Tax-Related Items. Unless otherwise determined by the Administrator, an Option may not be exercised for a fraction of a share of Common Stock. If an Option is designated as an Incentive Stock Option, the Participant shall give prompt notice to the Company of any disposition or other transfer of any shares of Common Stock acquired from the Option if such disposition or transfer is made (i) within two years from the grant date with respect to such Option or (ii) within one year after the transfer of such shares to the Participant (other than any such disposition made in connection with a Change in Control). Such notice shall specify the date of such disposition or other transfer and the amount realized, in cash, other property, assumption of indebtedness or other consideration, by the Participant in such disposition or other transfer.

5.6 Payment Upon Exercise. Common Stock purchased upon the exercise of an Option granted under the Plan shall be paid for in cash or by check, payable to the order of the Company, or, to the extent permitted by the Administrator, by:

(a) (A) delivery of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price and any required Tax-Related Items, or (B) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required Tax-Related Items;

(b) delivery (either by actual delivery or attestation) of shares of Common Stock owned by the Participant valued at their fair market value, provided (A) such method of payment is then permitted under Applicable Laws, (B) such Common Stock, if acquired directly from the Company, was owned by the Participant for such minimum period of time, if any, as may be established by the Company at any time, and (C) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;

(c) surrendering shares of Common Stock then issuable upon exercise of the Option valued at their fair market value on the date of exercise;

(d) delivery of a promissory note of the Participant to the Company on terms determined by the Administrator;

(e) delivery of property of any other kind which constitutes good and valuable consideration as determined by the Administrator; or

(f) any combination of the above permitted forms of payment (including cash or check).

5.7 Early Exercise of Options. The Administrator may provide in the terms of an Award Agreement that the Service Provider may exercise an Option in whole or in part prior to the full vesting of the Option in exchange for unvested shares of Restricted Stock with respect to any unvested portion of the Option so exercised. Shares of Restricted Stock acquired upon the exercise of any unvested portion of an Option shall be subject to such terms and conditions as the Administrator shall determine.

6. Restricted Stock; Restricted Stock Units.

6.1 General. The Administrator may grant Restricted Stock, or the right to purchase Restricted Stock, to any Service Provider, subject to the right of the Company to repurchase all or part of such shares at their issue price or other stated or formula price from the Participant (or to require forfeiture of such shares if issued at no cost) in the event that conditions specified by the Administrator in the applicable Award Agreement are not satisfied prior to the end of the applicable restriction period or periods established by the Administrator for such Award. In addition, the Administrator may grant to Service Providers Restricted Stock Units, which may be subject to vesting and forfeiture conditions during applicable restriction period or periods, as set forth in an applicable Award Agreement.

6.2 Terms and Conditions for All Restricted Stock and Restricted Stock Unit Awards. The Administrator shall determine and set forth in the applicable Award Agreement the terms and conditions applicable to each Restricted Stock and Restricted Stock Unit Award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, in each case, if any.

6.3 Additional Provisions Relating to Restricted Stock.

(a) *Dividends*. Participants holding shares of Restricted Stock will be entitled to all ordinary cash dividends paid with respect to such shares to the extent such dividends have a record date that is on or after the date on which the Participant to whom such shares of Restricted Stock are granted becomes the record holder of such shares of Restricted Stock, unless otherwise provided by the Administrator in the applicable Award Agreement. In addition, unless otherwise provided by the Administrator, if any dividends or distributions are paid in shares, or consist of a dividend or distribution to holders of Common Stock of property other than an ordinary cash dividend, the shares or other property will be subject to the same restrictions on transferability and forfeitability as the shares of Restricted Stock with respect to which they were paid. Each dividend payment will be made as provided in the applicable Award Agreement, but in no event later than the end of the calendar year in which the dividends are paid to stockholders of that class of stock or, if later, the 15th day of the third month following the later of (A) the date the dividends are paid to stockholders of that class of stock, and (B) the date the dividends are no longer subject to forfeiture.

(b) *Stock Certificates*. The Company may require that any stock *certificates* issued in respect of shares of Restricted Stock be deposited in escrow by the Participant, together with a stock power endorsed in blank, with the Company (or its designee).

6.4 Additional Provisions Relating to Restricted Stock Units.

(a) *Settlement*. Upon the vesting of a Restricted Stock Unit, the Participant *shall* be entitled to receive from the Company one share of Common Stock or an amount of cash or other property equal to the Fair Market Value of one share of Common Stock on the settlement date, as the Administrator shall determine and as provided in the applicable Award Agreement. The Administrator may provide that settlement of Restricted Stock Units shall occur upon or as soon as reasonably practicable after the vesting of the Restricted Stock Units or shall instead be deferred, on a mandatory basis or at the election of the Participant, in a manner that complies with Section 409A.

(b) *Voting Rights*. A Participant shall have no voting rights with respect to any Restricted Stock Units unless and until shares are delivered in settlement thereof.

(c) *Dividend Equivalents*. To the extent provided by the Administrator, a grant of Restricted Stock Units may provide a Participant with the right to receive Dividend Equivalents. Dividend Equivalents may be paid currently or credited to an account for the Participant, may be settled in cash and/or shares of Common Stock and may be subject to the same restrictions on transfer and forfeitability as the Restricted Stock Units with respect to which the Dividend Equivalents are paid, as determined by the Administrator, subject, in each case, to such terms and conditions as the Administrator shall establish and set forth in the applicable Award Agreement.

7. Other Stock-Based Awards.

Other Stock-Based Awards may be granted hereunder to Participants, including, without limitation, Awards entitling Participants to receive shares of Common Stock to be delivered in the future. Such Other Stock-Based Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan, as stand-alone payments and/or as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock-Based Awards may be paid in shares of Common Stock, cash or other property, as the Administrator shall determine. Subject to the provisions of the Plan, the Administrator shall determine the terms and conditions of each Other Stock-Based Award, including any purchase price, transfer restrictions, vesting conditions and other terms and conditions applicable thereto, which shall be set forth in the applicable Award Agreement.

8. Adjustments for Changes in Common Stock and Certain Other Events.

8.1 In the event that the Administrator determines that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), reorganization, merger, consolidation, combination, repurchase, recapitalization, liquidation, dissolution, or sale, transfer, exchange or other disposition of all or substantially all of the assets of the Company, or sale or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event, as determined by the Administrator, affects the Common Stock such that an adjustment is determined by the Administrator to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award, then the Administrator may, in such manner as it may deem equitable, adjust any or all of:

(a) the number and kind of shares of Common Stock (or other securities or property) with respect to which Awards may be granted or awarded (including, but *not* limited to, adjustments of the limitations in Section 4 hereof on the maximum number and kind of shares which may be issued);

(b) the number and kind of shares of Common Stock (or other securities or property) subject to outstanding Awards;

(c) the grant or exercise price with respect to any Award; and

(d) the terms and conditions of any Awards (including, without limitation, any applicable financial or other performance "targets" specified in an Award Agreement).

8.2 In the event of any transaction or event described in Section 8.1 hereof (including without limitation any Change in Control) or any unusual or nonrecurring transaction or event affecting the Company or the financial statements of the Company, or any change in any Applicable Laws or accounting principles, the Administrator, on such terms and conditions as it deems appropriate, either by the terms of the Award or by action taken prior to the occurrence of such transaction or event and either automatically or upon the Participant's request, is hereby authorized to take any one or more of the following actions whenever the Administrator determines that such action is appropriate in order to (x) prevent dilution or enlargement of the benefits or potential benefits intended by the Company to be made available under the Plan or with respect to any Award granted or issued under the Plan, (y) to facilitate such transaction or event or (z) give effect to such changes in Applicable Laws or accounting principles**:**

(a) To provide for the cancellation of any such Award in exchange for either an amount of cash or other property with a value equal to the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights under the vested portion of such Award, as applicable; provided that, if the amount that could have been obtained upon the exercise or settlement of the vested portion of such Award or realization of the Participant's rights, in any case, is equal to or less than zero, then the vested portion of such Award may be terminated without payment;

(b) To provide that such Award be assumed by the successor or survivor corporation, or a parent or subsidiary thereof, or shall be substituted for by equivalent awards covering the stock of the successor or survivor corporation, or a parent or subsidiary thereof, with appropriate adjustments as to the number and kind of shares and applicable exercise or purchase price, in all cases, as determined by the Administrator; and/or

(c) To make adjustments in the number and type of shares of Common Stock (or other securities or property) subject to outstanding Awards, and/or in the terms and conditions of (including the grant or exercise price), and the criteria included in, outstanding Awards which may be granted in the future;

(d) To replace such Award with other rights or property selected by the Administrator; and/or

(e) To provide that the Award will terminate and cannot vest, be exercised or become payable after the applicable event.

8.3 In connection with the occurrence of any Equity Restructuring, and notwithstanding anything to the contrary in this Section 8, the Administrator will equitably adjust each outstanding Award, which adjustments may include adjustments to the number and type of securities subject to each outstanding Award and/or the exercise price or grant price thereof, if applicable, the grant of new Awards to Participants, and/or the making of a cash payment to Participants, as the Administrator deems appropriate to reflect such Equity Restructuring. The adjustments provided under this Section 8.3 shall be nondiscretionary and shall be final and binding on the affected Participant and the Company; provided that whether an adjustment is equitable shall be determined by the Administrator.

8.4 In the event of any pending stock dividend, stock split, combination or exchange of shares, merger, consolidation or other distribution (other than normal cash dividends) of Company assets to stockholders, or any other change affecting the shares of Common Stock or the share price of the Common Stock, including any Equity Restructuring, for reasons of administrative convenience the Administrator may refuse to permit the exercise of any Award during a period of up to thirty days prior to the consummation of any such transaction.

8.5 Except as expressly provided in the Plan or pursuant to action of the Administrator under the Plan, no Participant shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend, any increase or decrease in the number of shares of stock of any class or any dissolution, liquidation, merger, or consolidation of the Company or any other corporation. Except as expressly provided in the Plan or pursuant to action of the Administrator under the Plan, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares of Common Stock subject to an Award or the grant or exercise price of any Award. The existence of the Plan, any Award Agreements and the Awards granted hereunder shall not affect or restrict in any way the right or power of the Company to make or authorize (i) any adjustment, recapitalization, reorganization or other change in the Company's capital structure or its business, (ii) any merger, consolidation dissolution or liquidation of the Company or sale of Company assets or (iii) any sale or issuance of securities, including without limitation, securities with rights superior to those of the Common Stock or which are convertible into or exchangeable for Common Stock. The Administrator may treat Participants and Awards (or portions thereof) differently under this Section 8.

9. General Provisions Applicable to Awards.

9.1 Transferability. Except as the Administrator may otherwise determine or provide in an Award Agreement or otherwise, in any case in accordance with Applicable Laws, Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the life of the Participant, shall be exercisable only by the Participant. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees.

9.2 Documentation. Each Award shall be evidenced in an Award Agreement, which may be in such form (written, electronic or otherwise) as the Administrator shall determine. Each Award may contain terms and conditions in addition to those set forth in the Plan.

9.3 Discretion. Except as otherwise provided by the Plan, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award to a Participant need not be identical, and the Administrator need not treat Participants or Awards (or portions thereof) uniformly.

9.4 Termination of Status. The Administrator shall determine the effect on an Award of the disability, death, retirement, authorized leave of absence or any other change or purported change in a Participant's Service Provider status and the extent to which, and the period during which, the Participant, the Participant's legal representative, conservator, guardian or Designated Beneficiary may exercise rights under the Award, if applicable.

9.5 Withholding. Each Participant shall pay to the Company, or make provision satisfactory to the Administrator for payment of, any Tax-Related Items required by law to be withheld in connection with Awards to such Participant no later than the date of the event creating the Tax-Related Items. Except as the Administrator may otherwise determine, all such payments shall be made in cash or by certified check. Notwithstanding the foregoing, to the extent permitted by the Administrator, Participants may satisfy such tax obligations in whole or in part by delivery of shares of Common Stock, including shares retained from the Award creating the Tax-Related Items, valued at their fair market value. The Company may, to the extent permitted by Applicable Laws, deduct any such Tax-Related Items from any payment of any kind otherwise due to a Participant.

9.6 Amendment of Award; Repricing. The Administrator may amend, modify or terminate any outstanding Award, including but not limited to, substituting therefor another Award of the same or a different type, changing the date of exercise or settlement, and converting an Incentive Stock Option to a Non-Qualified Stock Option. The Participant's consent to such action shall be required unless (i) the Administrator determines that the action, taking into account any related action, would not materially and adversely affect the Participant, or (ii) the change is permitted under Sections 8 and 10.6 hereof. In addition, the Administrator shall, without the approval of the stockholders of the Company, have the authority to (a) amend any outstanding Award to reduce its exercise price per share of Common Stock or (b) cancel any Award in exchange for cash or another Award.

9.7 Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove restrictions from shares previously delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Administrator deems necessary or appropriate to satisfy the requirements of any Applicable Laws. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is determined by the Administrator to be necessary to the lawful issuance and sale of any securities hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained.

9.8 Acceleration. The Administrator may at any time provide that any Award shall become immediately vested and/or exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

10. Miscellaneous.

10.1 No Right To Employment or Other Status. No person shall have any claim or right to be granted an Award, and the grant of an Award shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan or any Award, except as expressly provided in an applicable Award Agreement.

10.2 No Rights As Stockholder; Certificates. Subject to the provisions of the applicable Award Agreement, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to an Award until becoming the record holder of such shares. Notwithstanding any other provision of the Plan, unless otherwise determined by the Administrator or required by any Applicable Laws, the Company shall not be required to deliver to any Participant certificates evidencing shares of Common Stock issued in connection with any Award and instead such shares of Common Stock may be recorded in the books of the Company (or, as applicable, its transfer agent or equity incentive plan administrator). The Company may place legends on any stock certificates issued under the Plan deemed necessary or appropriate by the Administrator in order to comply with Applicable Laws.

10.3 Effective Date and Term of Plan. The Plan shall become effective on the date on which it is adopted by the Board. No Awards shall be granted under the Plan after the completion of ten years from the earlier of (i) the date on which the Plan was adopted by the Board or (ii) the date the Plan was approved by the Company's stockholders, but Awards previously granted may extend beyond that date in accordance with the terms of the Plan.

10.4 Amendment of Plan. The Administrator may amend, suspend or terminate the Plan or any portion thereof at any time; provided that no amendment of the Plan shall materially and adversely affect any Award outstanding at the time of such amendment without the consent of the affected Participant. Awards outstanding under the Plan at the time of any suspension or termination of the Plan shall continue to be governed in accordance with the terms of the Plan and the applicable Award Agreement, as in effect prior to such suspension or termination. The Board shall obtain stockholder approval of any Plan amendment to the extent necessary to comply with Applicable Laws.

10.5 Provisions for Foreign Participants. The Administrator may modify Awards granted to Participants who are foreign nationals or employed outside the United States or establish subplans or procedures under the Plan to address differences in laws, rules, regulations or customs of such foreign jurisdictions with respect to tax, securities, currency, employee benefit or other matters.

10.6 Section 409A.

(a) *General*. The Company intends that all Awards be structured in compliance with, or to satisfy an exemption from, Section 409A, such that no adverse tax consequences, interest, or penalties under Section 409A apply in connection with any Awards. Notwithstanding anything herein or in any Award Agreement to the contrary, the Administrator may, without a Participant's prior consent, amend this Plan and/or Awards, adopt policies and procedures, or take any other actions (including amendments, policies, procedures and actions with retroactive effect) as are necessary or appropriate to preserve the intended tax treatment of Awards under the Plan, including without limitation, any such actions intended to (A) exempt this Plan and/or any Award from the application of Section 409A, and/or (B) comply with the requirements of Section 409A, including without limitation any such regulations, guidance, compliance programs and other interpretative authority that may be issued after the date of grant of any Award. The Company makes no representations or warranties as to the tax treatment of any Award under Section 409A or otherwise. The Company shall have no obligation under this Section 10.6 or otherwise to take any action (whether or not described herein) to avoid the imposition of taxes, penalties or interest under Section 409A with respect to any Award and shall have no liability to any Participant or any other person if any Award, compensation or other benefits under the Plan are determined to constitute non-compliant, "nonqualified deferred compensation" subject to the imposition of taxes, penalties and/or interest under Section 409A.

(b) *Separation from Service*. With respect to any Award that constitutes "nonqualified deferred compensation" under Section 409A, any payment or settlement of such Award that is to be made upon a termination of a Participant's Service Provider relationship shall, to the extent necessary to avoid the imposition of taxes under Section 409A, be made only upon the Participant's "separation from service" (within the meaning of Section 409A), whether such "separation from service" occurs upon or subsequent to the termination of the Participant's Service Provider relationship. For purposes of any such provision of this Plan or any Award Agreement relating to any such payments or benefits, references to a "termination," "termination of employment" or like terms shall mean "separation from service."

(c) *Payments to Specified Employees*. Notwithstanding any contrary provision in the Plan or any Award Agreement, any payment(s) of "nonqualified deferred compensation" that are otherwise required to be made under an Award to a "specified employee" (as defined under Section 409A and determined by the Administrator) as a result of his or her "separation from service" shall, to the extent necessary to avoid the imposition of taxes under Code Section 409A(a)(2)(B)(i), be delayed until the expiration of the six-month period immediately following such "separation from service" (or, if earlier, until the date of death of the specified employee) and shall instead be paid (in a manner set forth in the Award agreement) on the day that immediately follows the end of such six-month period or as soon as administratively practicable thereafter (without interest). Any payments of "nonqualified deferred compensation" under such Award that are, by their terms, payable more than six months following the Participant's "separation from service" shall be paid at the time or times such payments are otherwise scheduled to be made.

10.7 Limitations on Liability. Notwithstanding any other provisions of the Plan, no individual acting as a director, officer, other employee or agent of the Company will be liable to any Participant, former Participant, spouse, beneficiary, or any other person for any claim, loss, liability, or expense incurred in connection with the Plan or any Award, nor will such individual be personally liable with respect to the Plan because of any contract or other instrument he or she executes in his or her capacity as an Administrator, director, officer, other employee or agent of the Company. The Company will indemnify and hold harmless each director, officer, other employee and agent of the Company to whom any duty or power relating to the administration or interpretation of the Plan has been or will be granted or delegated, against any cost or expense (including attorneys' fees) or liability (including any sum paid in settlement of a claim with the Administrator's approval) arising out of any act or omission to act concerning this Plan unless arising out of such person's own fraud or bad faith.

10.8 Lock-Up Period. Participants shall not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock (or other securities) of the Company held by Participant (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed one hundred and eighty (180) days following the effective date of any registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2241, or any successor provisions or amendments thereto). Participants shall execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. The obligations described in this Section 10.8 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Securities and Exchange Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said 180 day (or other) period.

10.9 Limitations on Transfer. A Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "Transfer") any interest in any shares of Common Stock held by Participant except in compliance with the provisions herein, in the Company's Bylaws, as amended, and applicable securities laws. Furthermore, the shares of Common Stock shall be subject to a right of first refusal in favor of the Company or its assignees as set forth in the Company's Bylaws. Notwithstanding the foregoing, Participant may, subject to compliance with the transfer restrictions set forth in the Company's Bylaws, transfer shares of Common Stock to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Board of Directors (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such shares of Common Stock shall remain subject to the provisions of this Plan and any other applicable agreements, and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Plan and any other applicable agreements. The Company shall not be required (a) to transfer on its books any of the shares of Common Stock that have been sold or otherwise transferred in violation of any of the provisions of this Plan, any other applicable agreement or the provisions of the Company's Bylaws or (b) to treat as owner of such shares of Common Stock or to accord the right to vote or pay dividends to any purchaser or other transferee to whom any such shares of Common Stock shall have been so sold or transferred.

10.10 Data Privacy. As a condition of receipt of any Award, each Participant explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of personal data as described in this paragraph by and among, as applicable, the Company and its subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan. The Company and its subsidiaries and affiliates may hold certain personal information about a Participant, including but not limited to, the Participant's name, home address and telephone number, date of birth, social security or insurance number or other identification number, salary, nationality, job title(s), any shares of stock held in the Company or any of its subsidiaries and affiliates, details of all Awards, in each case, for the purpose of implementing, managing and administering the Plan and Awards (the "Data"). The Company and its subsidiaries and affiliates may transfer the Data amongst themselves as necessary for the purpose of implementation, administration and management of a Participant's participation in the Plan, and the Company and its subsidiaries and affiliates may each further transfer the Data to any third parties assisting the Company in the implementation, administration and management of the Plan. These recipients may be located in the Participant's country, or elsewhere, and the Participant's country may have different data privacy laws and protections than the recipients' country. Through acceptance of an Award, each Participant authorizes such recipients to receive, possess, use, retain and transfer the Data, in electronic or other form, for the purposes of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker or other third party with whom the Company or the Participant may elect to deposit any shares of Common Stock. The Data related to a Participant will be held only as long as is necessary to implement, administer, and manage the Participant's participation in the Plan. A Participant may, at any time, view the Data held by the Company with respect to such Participant, request additional information about the storage and processing of the Data with respect to such Participant, recommend any necessary corrections to the Data with respect to the Participant or refuse or withdraw the consents herein in writing, in any case without cost, by contacting his or her local human resources representative. The Company may cancel Participant's ability to participate in the Plan and, in the Administrator's discretion, the Participant may forfeit any outstanding Awards if the Participant refuses or withdraws his or her consents as described herein. For more information on the consequences of refusal to consent or withdrawal of consent, Participants may contact their local human resources representative. If a Participant resides in the UK or the European Union, the Company and its subsidiaries will hold, collect and otherwise process certain data as set out in the applicable company's GDPR-compliant data privacy notice, which will be or has been provided to the Participant separately. All personal data will be treated in accordance with applicable data protection laws and regulations.

10.11 Severability. In the event any portion of the Plan or any action taken pursuant thereto shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provisions had not been included, and the illegal or invalid action shall be null and void.

10.12 Governing Documents. In the event of any contradiction between the Plan and any Award Agreement or any other written agreement between a Participant and the Company or any subsidiary of the Company that has been approved by the Administrator, the terms of the Plan shall govern, unless it is expressly specified in such Award Agreement or other written document that a specific provision of the Plan shall not apply.

10.13 Submission to Jurisdiction; Waiver of Jury Trial. By accepting an Award, each Participant irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America, in each case located in the State of Delaware, for any action arising out of or relating to the Plan (and agrees not to commence any litigation relating thereto except in such courts), and further agrees that service of any process, summons, notice or document by U.S. registered mail to the address contained in the records of the Company shall be effective service of process for any litigation brought against it in any such court. By accepting an Award, each Participant irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of Plan or Award hereunder in the courts of the State of Delaware or the United States of America, in each case located in the State of Delaware, and further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. By accepting an Award, each Participant irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any and all rights to trial by jury in connection with any litigation arising out of or relating to the Plan or any Award hereunder.

10.14 Governing Law. The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, disregarding choice-of-law principles of the law of any state that would require the application of the laws of a jurisdiction other than such state.

10.15 Restrictions on Shares; Claw-back Provisions. Shares of Common Stock acquired in respect of Awards shall be subject to such terms and conditions as the Administrator shall determine, including, without limitation, restrictions on the transferability of shares of Common Stock, the right of the Company to repurchase shares of Common Stock, the right of the Company to require that shares of Common Stock be transferred in the event of certain transactions, tag-along rights, bring-along rights, redemption and co-sale rights and voting requirements. Such terms and conditions may be additional to those contained in the Plan and may, as determined by the Administrator, be contained in the applicable Award Agreement or in an exercise notice, stockholders' agreement or in such other agreement as the Administrator shall determine, in each case in a form determined by the Administrator. The issuance of such shares of Common Stock shall be conditioned on the Participant's consent to such terms and conditions and the Participant's entering into such agreement or agreements. All Awards (including any proceeds, gains or other economic benefit actually or constructively received by Participant upon any receipt, settlement or exercise of any Award or upon the receipt or resale of any shares of Common Stock underlying the Award) shall be subject to the provisions of any claw-back policy implemented by the Company, including, without limitation, any claw-back policy adopted to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act and any rules or regulations promulgated thereunder, to the extent set forth in such claw-back policy and/or in the applicable Award Agreement.

10.16 Titles and Headings. The titles and headings of the Sections in the Plan are for convenience of reference only and, in the event of any conflict, the text of the Plan, rather than such titles or headings, shall control.

10.17 Conformity to Securities Laws. Participant acknowledges that the Plan is intended to conform to the extent necessary with all provisions of any Applicable Laws concerning the securities, including, without limitation, the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan and all Awards granted hereunder shall be administered only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by Applicable Laws, the Plan and all Award Agreements shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

11. Definitions. As used in the Plan, the following words and phrases shall have the following meanings:

11.1 "Administrator" means the Board or a Committee to the extent that the Board's powers or authority under the Plan have been delegated to such Committee.

11.2 "Applicable Laws" means the requirements relating to the administration of equity incentive plans under U.S. federal and state securities, tax and other applicable laws, rules and regulations, the applicable rules of any stock exchange or quotation system on which the Common Stock is listed or quoted and the applicable laws and rules of any foreign country or other jurisdiction where Awards are granted or issued under the Plan.

11.3 "Award" means, individually or collectively, a grant under the Plan of Options, Restricted Stock, Restricted Stock Units or Other Stock-Based Awards.

11.4 "Award Agreement" means a written agreement evidencing an Award, which agreements may be in electronic medium and shall contain such terms and conditions with respect to an Award as the Administrator shall determine, consistent with and subject to the terms and conditions of the Plan.

11.5 "Board" means the Board of Directors of the Company.

11.6 "Cause" for a Participant's Termination of Service will exist (unless another definition is provided in an applicable Award Agreement, employment agreement or other applicable written agreement) if the Participant's Termination of Service occurs for any of the following reasons: (i) Participant's willful failure to perform his or her duties and responsibilities to the Company or Participant's violation of any written Company policy; (ii) Participant's commission of any act of fraud, embezzlement, dishonesty or any other willful misconduct that has caused or is reasonably expected to result in injury to the Company; (iii) Participant's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Company; or (iv) Participant's material breach of any of his or her obligations under any written agreement or covenant with the Company. The determination as to whether a Participant's Termination of Service is for Cause shall be made in good faith by the Company and shall be final and binding on the Participant. The foregoing definition does not in any way limit the Company's ability to terminate a Participant's employment or consulting relationship at any time, and the term "Company" will be interpreted to include any subsidiary, parent, affiliate, or any successor thereto, if appropriate.

11.7 "Change in Control" means a sale of all or substantially all of the Company's assets or shares of Common Stock, or a merger, consolidation or other capital reorganization or business combination transaction of the Company with or into another corporation, entity or person; provided that the following events shall not constitute a "Change in Control": (A) a transaction (other than a sale of all or substantially all of the Company's assets) in which the holders of the voting securities of the Company immediately prior to the merger or consolidation hold, directly or indirectly, at least a majority of the voting securities in the successor corporation or its parent immediately after the merger or consolidation; (B) a sale, lease, exchange or other transaction in one transaction or a series of related transactions of all or substantially all of the Company's assets to an affiliate of the Company; (C) an initial public offering of any of the Company's securities; (D) a reincorporation of the Company solely to change its jurisdiction; or (E) a transaction undertaken for the primary purpose of creating a holding company that will be owned in substantially the same proportion by the persons who held the Company's securities immediately before such transaction. Notwithstanding the foregoing, if a Change in Control would give rise to a payment or settlement event with respect to any Award that constitutes "nonqualified deferred compensation," the transaction or event constituting the Change in Control must also constitute a "change in control event" (as defined in Treasury Regulation §1.409A-3(i)(5)) in order to give rise to the payment or settlement event for such Award, to the extent required by Section 409A.

11.8 "Code" means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

11.9 "Committee" means one or more committees or subcommittees of the Board, which may be comprised of one or more directors and/or executive officers of the Company, in either case, to the extent permitted in accordance with Applicable Laws.

11.10 "Common Stock" means the common stock of the Company, par value $0.0001 per share.

11.11 "Company" means Agility Robotics, Inc., a Delaware corporation, or any successor thereto. Except where the context otherwise requires, the term "Company" includes any of the Company's present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Code and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a significant interest, as determined by the Administrator.

11.12 "Consultant" means any person, including any advisor, engaged by the Company or a parent or subsidiary of the Company to render services to such entity if: (i) the consultant or adviser renders *bona fide* services to the Company; (ii) the services rendered by the consultant or advisor are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for the Company's securities; and (iii) the consultant or advisor is a natural person, or such other advisor or consultant as is approved by the Administrator.

11.13 "Designated Beneficiary" means the beneficiary or beneficiaries designated, in a manner determined by the Administrator, by a Participant to receive amounts due or exercise rights of the Participant in the event of the Participant's death or incapacity. In the absence of an effective designation by a Participant, "Designated Beneficiary" shall mean the Participant's estate.

11.14 *"*Director*"* means a member of the Board.

11.15 "Disability" means a permanent and total disability within the meaning of Section 22(e)(3) of the Code, as it may be amended from time to time.

11.16 "Dividend Equivalents" means a right granted to a Participant pursuant to Section 6.4(c) hereof to receive the equivalent value (in cash or shares of Common Stock) of dividends paid on shares of Common Stock.

11.17 "Employee" means any person, including officers and Directors, employed by the Company (within the meaning of Section 3401(c) of the Code) or any parent or subsidiary of the Company.

11.18 "Equity Restructuring" means, as determined by the Administrator, a non-reciprocal transaction between the Company and its stockholders, such as a stock dividend, stock split, spin-off or recapitalization through a large, nonrecurring cash dividend, that affects the shares of Common Stock (or other securities of the Company) or the share price of Common Stock (or other securities of the Company) and causes a change in the per share value of the Common Stock underlying outstanding Awards.

11.19 "Exchange Act" means the Securities Exchange Act of 1934, as amended.

11.20 "Fair Market Value" means, as of any date, the value of Common Stock determined as follows: (i) if the Common Stock is listed on any established stock exchange, its Fair Market Value shall be the closing sales price for such Common Stock as quoted on such exchange for such date, or if no sale occurred on such date, the first market trading day immediately prior to such date during which a sale occurred, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; (ii) if the Common Stock is not traded on a stock exchange but is quoted on a national market or other quotation system, the last sales price on such date, or if no sales occurred on such date, then on the date immediately prior to such date on which sales prices are reported, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; or (iii) in the absence of an established market for the Common Stock, the Fair Market Value thereof shall be determined by the Administrator in its sole discretion.

11.21 "Incentive Stock Option" means an "incentive stock option" as defined in Section 422 of the Code.

11.22 "Non-Qualified Stock Option" means an Option that is not intended to be or otherwise does not qualify as an Incentive Stock Option.

11.23 "Option" means an option to purchase Common Stock.

11.24 "Other Stock-Based Awards" means other Awards of shares of Common Stock, and other Awards that are valued in whole or in part by reference to, or are otherwise based on, shares of Common Stock or other property.

11.25 "Participant" means a Service Provider who has been granted an Award under the Plan.

11.26 "Plan" means this 2026 Equity Incentive Plan.

11.27 "Prior Plan" means the Amended and Restated Agility Robotics, Inc. 2015 Equity Incentive Plan, as amended from time to time.

11.28 "Publicly Listed Company" means that the Company or its successor (i) is required to file periodic reports pursuant to Section 12 of the Exchange Act and (ii) the Common Stock is listed on one or more National Securities Exchanges (within the meaning of the Exchange Act) or is quoted on NASDAQ or a successor quotation system.

11.29 "Restricted Stock" means Common Stock awarded to a Participant pursuant to Section 6 hereof that is subject to certain vesting conditions and other restrictions.

11.30 "Restricted Stock Unit" means an unfunded, unsecured right to receive, on the applicable settlement date, one share of Common Stock or an amount in cash or other consideration determined by the Administrator equal to the value thereof as of such payment date, which right may be subject to certain vesting conditions and other restrictions.

11.31 "Returning Shares" means shares of Common Stock subject to outstanding awards granted under the Prior Plan and that following the effective date of this Plan in accordance with Section 10.3: (i) are not issued because such award or any portion thereof expires or otherwise terminates without all of the shares of Common Stock covered by such award having been issued; (ii) are not issued because such award or any portion thereof is settled in cash; (iii) are forfeited back to or repurchased by the Company because of the failure to meet a contingency or condition required for the vesting of such shares; (iv) are withheld or reacquired to satisfy the exercise, strike or purchase price; or (v) are withheld or reacquired to satisfy Tax-Related Items.

11.32 "Section 409A" means Section 409A of the Code and all regulations, guidance, compliance programs and other interpretative authority thereunder.

11.33 "Securities Act" means the Securities Act of 1933, as amended from time to time.

11.34 "Service Provider" means an Employee, Consultant or Director.

11.35 "Tax-Related Items" means any U.S. and any other national, federal, state, provincial and/or local taxes (including, without limitation, income tax, social insurance contributions, fringe benefit tax, employment tax, stamp tax and any employer tax liability which has been transferred to a Participant) for which a Participant is liable in connection with Awards and/or Shares.

11.36 "Termination of Service" means the date the Participant ceases to be a Service Provider.

* * * * *

AGILITY ROBOTICS, INC.

2026 EQUITY INCENTIVE PLAN

CALIFORNIA SUPPLEMENT

This supplement is intended to satisfy the requirements of Section 25102(o) of the California Corporations Code and the regulations issued thereunder ("Section 25102(o)"). Notwithstanding anything to the contrary contained in the Plan and except as otherwise determined by the Administrator, the provisions set forth in this supplement shall apply to all Awards granted under the Plan to a Participant who is a resident of the State of California on the date of grant (a "California Participant") and which are intended to be exempt from registration in California pursuant to Section 25102(o), and otherwise to the extent required to comply with applicable law (but only to such extent). Definitions in the Plan are applicable to this supplement.

1. Limitation On Securities Issuable Under Plan. The amount of securities issued pursuant to the Plan shall not exceed the amounts permitted under Section 260.140.45 of the California code of regulations to the extent applicable.

2. Additional Limitations For Grants. The terms of all Awards shall comply, to the extent applicable, with Sections 260.140.41 and 260.140.42 of the California Code of Regulations.

3. Additional Requirement To Provide Information To California Participants. The Company shall provide to each California Participant, not less frequently than annually, copies of annual financial statements (which need not be audited). The Company shall not be required to provide such statements to key persons whose duties in connection with the Company assure their access to equivalent information. In addition, this information requirement shall not apply to any plan or agreement that complies with all conditions of Rule 701 of the Securities Act ("Rule 701"); provided that for purposes of determining such compliance, any registered domestic partner shall be considered a "family member" as that term is defined in Rule 701.

* * * * *

AGILITY ROBOTICS, INC.

2026 EQUITY INCENTIVE PLAN

STOCK OPTION GRANT NOTICE AND
STOCK OPTION AGREEMENT

Agility Robotics, Inc. (the "Company"), pursuant to its 2026 Equity Incentive Plan (the "Plan"), hereby grants to the participant set forth below ("Participant"), an option (the "Option") to purchase the number of shares of the Company's Common Stock (referred to herein as "Shares") set forth below. This Option is subject to all of the terms and conditions as set forth herein and in the Stock Option Agreement attached hereto as Exhibit A (the "Stock Option Agreement"), including any special provisions for Participant's country of residence, if any, attached to this Agreement as Exhibit A-1 (the "Country Provisions"), and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Stock Option Grant Notice and the Stock Option Agreement. The Option constitutes full and complete satisfaction of any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries), and upon Participant's acceptance of the Option any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries) shall be of no further or effect.

If the Company uses an electronic capitalization table system (such as Carta, Shareworks or Equity Edge) and the fields in this Grant Notice are blank or the information is otherwise provided in a different format electronically, the blank fields and other information will be deemed to come from the electronic capitalization system and is considered part of the Option, the Grant Notice and the Stock Option Agreement. In addition, the Company's signature below shall be deemed to have occurred by the Company's input of the Option in such electronic capitalization table system and Participant's signature below shall be deemed to have occurred by Participant's online acceptance of the Option through such electronic capitalization table system.

Participant: _____

Grant Date: _____

Vesting Commencement Date: _____

Exercise Price per Share: $ _____

Total Number of Shares Subject to Option: _____

Expiration Date: _____

Type of Option: ☐ Incentive Stock Option ☐ Non-Qualified Stock Option

Vesting Schedule: The Option shall vest and become exercisable as follows: _____, subject to Participant not experiencing a Termination of Service through the applicable date.

By his or her signature and the Company's signature below (including through electronic acceptance), Participant agrees to be bound by the terms and conditions of the Plan, the Stock Option Agreement, the Country Provisions, if applicable, and this Grant Notice. Participant has reviewed the Stock Option Agreement, the Plan, the Country Provisions, if applicable, and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Stock Option Agreement, the Country Provisions, if applicable, and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator of the Plan upon any questions arising under the Plan or the Option. The granting of the Option does not confer on Participant any right or entitlement to receive another Option or any other equity-based award at any time in the future or in respect of any future period. In addition, the granting of such Option does not confer on Participant any right or entitlement to receive compensation in any specific amount for any future period, and does not diminish in any way the Company's discretion to determine the amount, if any, of Participant's compensation. In addition, the Option is not part of Participant's base salary, wages or fees and will not be taken into account in determining any other service-related rights Participant may have, such as rights to pension or termination/severance pay.

AGILITY ROBOTICS, INC.:

By: _____
Name: _____
Title: _____

PARTICIPANT:

By: _____
Name: _____

Exhibit A

TO STOCK OPTION GRANT NOTICE

STOCK OPTION AGREEMENT

Pursuant to the Stock Option Grant Notice ("Grant Notice") to which this Stock Option Agreement (this "Agreement") is attached, Agility Robotics, Inc. (the "Company") has granted to Participant an Option under the Company's 2026 Equity Incentive Plan (the "Plan") to purchase the number of Shares indicated in the Grant Notice.

1. General.

1.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and the Grant Notice.

1.1 Incorporation of Terms of Plan. The Option is subject to the terms and conditions of the Plan and the Country Provisions (if applicable), each of which are incorporated herein by reference. In the event of a conflict between the terms of the Agreement and the Plan, the terms of the Plan shall control. If the Country Provisions apply to Participant, in the event of a conflict between the terms of this Agreement, the Grant Notice or the Plan and the Country Provisions, the terms of the Country Provisions shall control.

1.2 Grant of Option. In consideration of Participant's past and/or continued employment with or service to the Company or a parent or subsidiary and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the "Grant Date"), the Company irrevocably grants to Participant an Option to purchase any part or all of an aggregate of the number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in the Plan and this Agreement. Unless designated as a Non-Qualified Stock Option in the Grant Notice, the Option shall be an Incentive Stock Option to the maximum extent permitted by law.

2. Period of Exercisability.

2.1 Vesting; Commencement of Exercisability.

(a) Subject to Sections 2.1(b) and 2.3 below, the Option shall become vested and exercisable in such amounts and at such times as are set forth in the vesting schedule in the Grant Notice (the "Vesting Schedule"), subject to Participant not experiencing a Termination of Service through each vesting date.

(b) Unless otherwise determined by the Administrator, any portion of the Option that has not become vested and exercisable on or prior to the date of Participant's Termination of Service shall not thereafter become vested or exercisable.

2.2 Duration of Exercisability. The installments provided for in the Vesting Schedule are cumulative. Each such installment which becomes vested and exercisable pursuant to the Vesting Schedule shall remain vested and exercisable until it becomes unexercisable under Section 2.3 below or pursuant to the terms of the Plan. Once the Option becomes unexercisable, it shall be forfeited immediately.

2.3 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

(a) The expiration date set forth in the Grant Notice;

(b) The expiration of three months following the date of Participant's Termination of Service, unless such Termination of Service occurs by reason of Participant's death, Disability or Cause;

(c) The expiration of one year following the date of Participant's Termination of Service by reason of Participant's death or Disability; or

(d) The date of Participant's Termination of Service for Cause.

Participant acknowledges that an Incentive Stock Option exercised more than three months after Participant's Termination of Service as an Employee, other than by reason of death or Disability, will be taxed as a Non-Qualified Stock Option.

2.4 Special Tax Consequences. Participant acknowledges that, to the extent that the aggregate Fair Market Value (determined as of the time the Option is granted) of all Shares with respect to which Incentive Stock Options, including the Option, are first exercisable for the first time by Participant in any calendar year exceeds $100,000 (or such other limitation as imposed by Section 422(d) of the Code), the Option and such other options shall be treated as not qualifying under Section 422 of the Code but rather shall be considered Non-Qualified Stock Options. Participant further acknowledges that the rule set forth in the preceding sentence shall be applied by taking Options and other "incentive stock options" into account in the order in which they were granted.

3. Exercise of Option.

3.1 Person Eligible to Exercise. Except as may be otherwise provided by the Administrator, during the lifetime of Participant, only Participant may exercise the Option or any portion thereof. After the death of Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 2.3, be exercised by Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then applicable laws of descent and distribution.

3.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 2.3.

3.3 Manner of Exercise. The Company is not obligated, and will have no liability for failure to issue or deliver any Shares upon exercise of this Option unless such issuance or delivery would comply with the Applicable Laws, with such compliance determined by the Company in consultation with its legal counsel. Furthermore, Participant understands that the Applicable Laws of the country in which Participant is residing or working at the time of grant, vesting, and/or exercise of this Option (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may restrict or prevent exercise of this Option. The Option, or any exercisable portion thereof, may be exercised solely by delivery to the Secretary of the Company or the Secretary's office, or such other place or in such other manner as may be determined by the Administrator, of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 2.3 above:

(a) An exercise notice in substantially in the form prescribed by the Administrator (including through electronic means or in such other manner as may be prescribed by the Administrator) (the "Exercise Notice") in writing signed (manually or electronically) by Participant or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all Applicable Laws established by the Administrator;

(b) Subject to Section 5.6 of the Plan:

(i) Full payment (in cash or by check) for the Shares with respect to which the Option or portion thereof is exercised; or

(ii) With the consent of the Administrator, by delivery of Shares then issuable upon exercise of the Option having a Fair Market Value on the date of delivery equal to the aggregate exercise price of the Option or exercised portion thereof; or

(iii) On and after the date the Company becomes a Publicly Listed Company, through the (A) delivery by Participant to the Company of an irrevocable and unconditional undertaking by a broker acceptable to the Company to deliver promptly to the Company sufficient funds to pay the exercise price or (B) delivery by Participant to the Company of a copy of irrevocable and unconditional instructions to a broker acceptable to the Company to deliver promptly to the Company cash or a check sufficient to pay the exercise price; provided that payment is then made to the Company at such time as may be required by the Administrator; or

(iv) With the consent of the Administrator, any other method of payment permitted under the terms of the Plan; or

(v) Subject to any Applicable Laws, any combination of the consideration allowed under the foregoing paragraphs;

(c) The receipt by the Company of full payment for any applicable Tax-Related Items in cash or by check or in the form of consideration permitted by the Administrator, which, following the date the Company becomes a Publicly Listed Company may include the method provided for in Section 5.6(a) of the Plan;

(d) If the Company is a not a Publicly Listed Company, Participant acknowledges and agrees to the Participant Representations attached as Exhibit C; and

(e) In the event the Option or portion thereof shall be exercised pursuant to Section 3.1 above by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the Option.

4. Other Provisions.

4.1 Adjustments. The Participant acknowledges that the Option and the underlying Shares and Exercise Price are subject to modification and termination in certain events as provided in this Agreement and Section 8 of the Plan.

4.2 Restrictive Legends and Stop-Transfer Orders.

(a) Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(b) The Company shall not be required: (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement, or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such shares shall have been so transferred.

4.3 **Data Privacy. By his or her acceptance of the Option, Participant acknowledges and agrees to the data privacy provisions set forth in Section 10.10 of the Plan.**

4.4 Notices. Subject to Section 4.5 below, any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company at its principal executive offices in care of the Secretary of the Company, and any notice to be given to Participant shall be addressed to Participant at the most recent email or street address for Participant shown in the Company's records. By a notice given pursuant to this Section 4.4, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to Participant shall, if Participant is then deceased, be given to the person entitled to exercise his or her Option by written notice under this Section 4.4. Any notice shall be deemed duly given when delivered in person, sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or similar non-U.S. entity.

4.5 Electronic Delivery. The Company may, in its sole discretion, decide to deliver any notices or documents related to this Agreement by email or any other electronic means. Participant hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

4.6 Governing Law; Severability. This Agreement, the Country Provisions and the Exercise Notice shall be administered, interpreted and enforced under the laws of the state of Delaware without regard to the conflicts of law principles thereof. For purposes of litigating any dispute that arises under this Agreement, Participant's acceptance of the Option is his or her consent to the jurisdiction of the state of Delaware, and agreement that any such litigation will be conducted in the courts of the state of Delaware, and no other courts, regardless of where Participant's services are performed. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

4.7 Conformity to Securities Laws. Participant acknowledges that the Plan is intended to conform to the extent necessary with all provisions of any Applicable Laws concerning the securities, including, without limitation, the Securities Act and the Exchange Act, and any and all regulations and rules promulgated by the applicable securities commission thereunder. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by Applicable Laws, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

4.8 Successors and Assigns. The Company may assign any of its rights under this Agreement and the Exercise Notice to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

4.9 Stock Ownership Threshold Agreements. If the Company is a party to any agreement that requires the Company to cause, or to use reasonable efforts to cause, stockholders who surpass a specified stock ownership threshold become a party to such agreement, and if, by exercising the Option or otherwise, Participant holds a number of shares of Common Stock that, when combined with any other shares of capital stock of the Company, surpass the specified stock ownership threshold (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised or converted), as a condition to the exercise of the Option and as evidenced by Participant's electronic acceptance of the Option set forth on the Grant Notice, Participant hereby agrees to abide by, be bound by and subject to all of the terms and conditions of all such agreements to which the Company is a party, including without limitation, all such (i) right of first refusal and co-sale agreements, (ii) voting agreements and (iii) stockholder agreements, as each may be amended from time to time (collectively, the "Stock Ownership Threshold Agreements"). Upon written request, Participant will be provided with copies of any Stock Ownership Threshold Agreements prior to the exercise of the Option.

4.10 Entire Agreement. The Plan, this Agreement (including all Exhibits hereto), the Stockholders Agreement (if applicable) and any written service agreement (including an offer letter) between Participant and the Company (or any subsidiary of the Company) providing for acceleration of vesting of equity awards upon certain events constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, including, without limitation, any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries).

4.11 Rules Particular To Specific Countries.

(a) *Generally*. Participant shall, if required by the Administrator, enter into an election with the Company or a subsidiary (in a form approved by the Company) under which any liability to the Company's (or a subsidiary's) Tax-Related Items, including, but not limited to, National Insurance Contributions ("***NICs***") and the Fringe Benefit Tax ("***FBT***"), is transferred to and met by Participant.

(b) *Tax Indemnity*. Participant shall indemnify and keep indemnified the Company and any of its subsidiaries from and against any Tax-Related Items.

4.12 Special Country Provisions for Options Granted to Participants. This Option shall be subject to the Country Provisions, if any, for Participant's country of residence, as set forth in the Country Provisions. If Participant relocates to one of the countries included in the Country Provisions during the life of this Option, the special provisions for such country shall apply to Participant, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Company reserves the right to impose other requirements on this Option and the Shares purchased upon exercise of this Option, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

* * * * *

Exhibit B

TO STOCK OPTION GRANT NOTICE

SPECIAL COUNTRY PROVISIONS

This Exhibit B (this "Exhibit") includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Agreement and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Exhibit B without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

In accepting the Option, Participant acknowledges, understands and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options, even if Options have been granted in the past;

(c) all decisions with respect to future Options or other grants, if any, will be at the sole discretion of the Company;

(d) the Option grant and Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, or, if different, Participant's employer, or any subsidiary or parent or affiliate of the Company, and shall not interfere with the ability of the Company, the employer or any subsidiary or parent or affiliate of the Company, as applicable, to provide for a termination of Participant's service;

(e) Participant is voluntarily participating in the Plan;

(f) the Option and any Shares acquired under the Plan are not intended to replace any pension rights or compensation;

(g) the Option and any Shares acquired under the Plan and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(e) the future value of the Shares underlying the Option is unknown, indeterminable, and cannot be predicted with certainty;

(h) neither the Company, the employer nor any parent, subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Option or of any amounts due to Participant pursuant to the subsequent sale of any Shares acquired.

Notifications: This Exhibit also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The information is based on the exchange control, securities and other laws in effect in the respective countries as of December 2025. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the Option vests or Shares acquired under the Plan are sold.

In addition, the information contained in this Exhibit is general in nature and may not apply Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the applicable laws in his or her country may apply to his or her situation. Finally, Participant understands that if Participant is a citizen or resident of a country other than the one in which he or she is currently residing or working in, the information contained herein may not be applicable to Participant in the same manner.

Securities Law Notice: Unless otherwise noted, neither the Company nor the Shares are registered with any national, federal, state or local stock exchange or under the control of any national, federal, state or local securities regulator. The Agreement (of which this Exhibit is a part), the Plan, and any other communications or materials that Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities outside the United States, and the issuance of securities described in any Plan-related documents is not intended for public offering or circulation in Participant's jurisdiction.

English Language: By participating in the Plan, Participant acknowledges that Participant is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow him/her to understand the terms and conditions of the Plan and the Agreement applicable to Participant's country of residence. If Participant has received the Agreement and the Plan applicably to his/her country of residence or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

Currency: Participant understands that, any amounts related to the Option will be denominated in U.S. dollars and will be converted to any local currency using a prevailing exchange rate in effect at the time such conversion is performed, as determined by the Company. Participant understands and agrees that neither the Company nor any affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. dollar that may affect the value of the Option, or of any amounts due to Participant or as a result of the subsequent sale of any Shares acquired under the Option.

Foreign Asset/Account Reporting; Exchange Controls: Participant's country of residence may have certain foreign asset and/or account reporting or exchange control requirements which may affect his/her ability to acquire or hold Shares under the Agreement or cash received (including proceeds arising from the sale of Shares) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his/her country. Participant may also be required to repatriate sale proceeds or other funds received as a result of his/her participation in the Plan to his/her country through a designated broker or bank and/or within a certain time after receipt. Participant is responsible for ensuring compliance with such regulations and should consult with his/her personal legal advisor for any details.

No Advice Regarding Grant: The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or the Agreement or any receipt of the Option or sale of Shares acquired upon settlement of the Option. Participant should consult his/her own personal tax, legal and financial advisors regarding his/her participation in the Plan and the Agreement before taking any action related to the Option or the Shares.

Imposition of Other Requirements: The Company reserves the right to impose other requirements on the Participant, on the Option and/or any Shares issuable upon settlement of the Option, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Exhibit C

TO STOCK OPTION GRANT NOTICE

FORM OF EXERCISE NOTICE

Effective as of today, _____,_____ , the undersigned ("Participant") hereby elects to exercise Participant's option to purchase Shares of Agility Robotics, Inc. (the "Company") under and pursuant to the Company's 2026 Equity Incentive Plan (the "Plan") and the Stock Option Grant Notice and Stock Option Agreement dated _____,_____ (the "Option Agreement"). Capitalized terms used herein without definition shall have the meanings given in the Option Agreement.

If the Company uses an electronic capitalization table system (such as Carta, Shareworks or Equity Edge) and the fields in this exercise notice (or any exhibits to this exercise notice) are blank or the information is otherwise provided in a different format electronically, the blank fields and other information will be deemed to come from the electronic capitalization system and is considered part of this exercise notice (or any exhibits to this exercise notice). In addition, the Company's signature below shall be deemed to have occurred by the Company's issuance of the Shares upon exercise and Participant's signature below (and any applicable signature to any exhibits to this exercise notice) shall be deemed to have occurred by Participant's online acceptance of the exercise notice through such electronic capitalization table system.

Grant Date:	
Number of Shares as to which Option is Exercised:	
Exercise Price per Share:	$
Total Exercise Price:	$
Certificate to be issued or book entry to be made in name of:	
Cash Payment delivered herewith:	$_____ (Representing the full Exercise Price for the Shares, as well as any applicable Tax-Related Items)
Type of Option:	☐ Incentive Stock Option ☐ Non-Qualified Stock Option

1. Representations of Participant. Participant acknowledges that Participant has received, read and understood the Plan and the Option Agreement. Participant agrees to abide by and be bound by their terms and conditions. To the extent the Shares are issued in uncertificated form, Participant also acknowledges and agrees that this Exercise Notice constitutes the notice required by any Applicable Law.

2. Tax Consultation. Participant understands that Participant may suffer adverse tax consequences as a result of Participant's purchase or disposition of the Shares. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the purchase or disposition of the Shares and that Participant is not relying on the Company for any tax advice. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Participant understands that Participant (and not the Company) shall be responsible for Participant's tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

3. Restrictive Legends and Stop-Transfer Orders.

3.1 Legends. Participant understands and agrees that the Company shall cause any stock certificates issued (whether in electronic or other form) evidencing the Shares to have the legends set forth below or legends substantially equivalent thereto, together with any other legends that may be required by national, state or federal securities laws:

> THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"), NOR HAVE THEY BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. NO TRANSFER OF SUCH SECURITIES WILL BE PERMITTED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER, THE TRANSFER IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE ACT, OR IN THE OPINION OF COUNSEL (WHICH MAY BE COUNSEL FOR THE COMPANY) REGISTRATION UNDER THE ACT OR REGULATION S UNDER THE ACT (AS APPLICABLE) IS UNNECESSARY IN ORDER FOR SUCH TRANSFER TO COMPLY WITH THE ACT AND WITH APPLICABLE STATE SECURITIES LAWS.
>
> THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND A RIGHT OF FIRST REFUSAL HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE PLAN PURSUANT TO WHICH THESE SHARES WERE ISSUED, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS AND RIGHT OF FIRST REFUSAL ARE BINDING ON TRANSFEREES OF THESE SHARES.

3.2 Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

3.3 The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

3.4 To the extent the Shares are issued in uncertificated form, (i) this Section 3 provides the Participant with notice that the Shares are subject to the aforementioned restrictions in satisfaction of the notice requirement set forth in Applicable Laws and (ii) the recording of the Shares in the books and records of the Company shall be accompanied by the legends included in Section 3.1.

4. Notices. Any notice required or permitted hereunder shall be given in accordance with the provisions set forth in Section 4.2 of the Option Agreement.

5. Lock-Up Period. Participant shall not offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Common Stock (or other securities) of the Company held by Participant (other than those included in the registration) for a period specified by the representative of the underwriters of Common Stock (or other securities) of the Company not to exceed 180 days following the effective date of any registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2241, or any successor provisions or amendments thereto).

Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of Common Stock (or other securities) of the Company, Participant shall provide, within ten days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section 5 shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Securities and Exchange Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said 180 day (or other) period. Participant agrees that any transferee of the Option or shares acquired pursuant to the Option shall be bound by this Section 5.

6. Further Instruments. Participant hereby agrees to execute such further instruments, including, without limitation, the Investment Representation Statement in the form attached hereto as Exhibit B-1, and to take such further action as the Company determines are reasonably necessary to carry out the purposes and intent of this Agreement. If the Company is a party to any agreement that requires the Company to cause, or to use reasonable efforts to cause, stockholders who surpass a specified stock ownership threshold become a party to such agreement, and if, by exercising the Option or otherwise, Participant holds a number of shares of Common Stock that, when combined with any other shares of capital stock of the Company, surpass the specified stock ownership threshold (treating for this purpose all shares of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised or converted), as a condition to the exercise of the Option and by signing below, Participant hereby agrees to enter into, execute and abide by, be bound by and subject to all of the terms and conditions of all such agreements to which the Company is a party, including without limitation, all such (i) right of first refusal and co-sale agreements (the "Co-Sale Agreement"), (ii) voting agreements (the "Voting Agreement") and (iii) stockholder agreements, as each may be amended from time to time (collectively, the "Stock Ownership Threshold Agreements"). I acknowledge that by entering into the Co-Sale Agreement I will be subjecting the Shares to the rights of first refusal, co-sale rights and all the other provisions of the Co-Sale Agreement and that by entering into the Voting Agreement I will be subjected to voting and other obligations (including an obligation to vote for specific director nominees) and covenants (including a drag along) regarding all Shares I own and all other provisions of the Voting Agreement, in addition to the lock-up provisions described above. Upon written request, Participant will be provided with copies of any Stock Ownership Threshold Agreements prior to the exercise of the Option.

7. Waiver of Information Rights. Participant hereby acknowledges and agrees that, except for such information as required to be delivered to Participant by the Company pursuant to any other agreement by and between the Company and Participant, Participant shall have no right to receive any information from the Company by virtue of such Participant's purchase of the Shares, ownership of the Shares, or as a result of Participant being a holder of record of stock of the Company. Without limiting the foregoing, to the fullest extent permitted by law, Participant hereby waives Participant's inspection rights under Section 220 of the DGCL and all such similar information and/or inspection rights that may be provided under the law of any jurisdiction, or any federal, state or foreign regulation, that are, or may become, applicable to the Company, the Company's capital stock or the Shares (the "Inspection Rights"). Participant hereby covenants and agrees never to directly or indirectly commence, voluntarily aid in any way, prosecute, assign, transfer, or cause to be commenced any claim, action, cause of action, or other proceeding to pursue or exercise the Inspection Rights. The foregoing (i) shall not affect any rights of a director, in his or her capacity as such, under Section 220 of the DGCL and (ii) shall terminate upon the first sale of Common Stock of the Company to the general public pursuant to a registration statement filed with and declared effective under the Securities Act.

8. Entire Agreement. The Plan, the Investment Representation Statement in the form attached hereto as Exhibit B-1, the Option Agreement and any written employment agreement (including an offer letter) between Participant and the Company providing for acceleration of vesting of equity awards upon certain events are incorporated herein by reference. This Agreement, the Plan, the Investment Representation Statement in the form attached hereto as Exhibit B-1, the Option Agreement and any written employment agreement (including an offer letter) between Participant and the Company providing for acceleration of vesting of equity awards upon certain events constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

ACCEPTED BY: **AGILITY ROBOTICS, INC.**	**SUBMITTED BY** **PARTICIPANT:**
By: _____	By: _____
Print Name: _____	Print Name: _____
	Address: _____
	_____

Exhibit C-1

TO EXERCISE NOTICE

INVESTMENT REPRESENTATION STATEMENT

In connection with the purchase of the shares of Common Stock (the "Securities") of Agility Robotics, Inc. (the "Company"), the participant ("Participant") represents to the Company the following:

1. Participant is aware of the Company's business affairs and financial condition and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to acquire the Securities. Participant is acquiring these Securities for investment for Participant's own account only and not with a view to, or for resale in connection with, any "distribution" thereof (as such term is defined in the United States Securities Act of 1933, as amended (the "Securities Act")).

2. Participant acknowledges and understands that the Securities constitute "restricted securities" and have not been registered under any national, federal or state exchange (including pursuant to the Securities Act) but instead have been issued in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Participant's investment intent as expressed herein. In this connection, Participant understands that, in the view of the applicable securities commission, the statutory basis for such exemption may be unavailable if Participant's representation was predicated solely upon a present intention to hold these Securities for the minimum capital gains period specified under tax statute, for a deferred sale, for or until an increase or decrease in the market price of the Securities, or for a period of one year or any other fixed period in the future. Participant further understands that the Securities must be held indefinitely unless they are subsequently registered under any national, federal or state exchange (including pursuant to the Securities Act) or an exemption from such registration is available. Participant further acknowledges and understands that the Company is under no obligation to register the Securities. Participant understands that any certificate evidencing the Securities will be imprinted with a legend which prohibits the transfer of the Securities unless they are registered or such registration is not required in the opinion of counsel satisfactory to the Company and any other legend required under applicable securities laws or agreements.

3. **NON-U.S.** If Participant is not a U.S. person as defined in Rule 902 under the Securities Act, Participant understands that the issuance of the Securities may be made in reliance upon Participant's representation to the Company, and by execution of this Investment Representation Statement, Participant hereby confirms, that: (i) Participant is not a U.S. person as such term is defined in Rule 902 under the Securities Act; (ii) the Securities will be acquired for investment for Participant's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof in the United States or to a United States resident, and that such Participant has no present intention of selling, granting any participation in, or otherwise distributing the same; and (iii) Participant agrees to resell the Securities only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration, and agrees not to engage in hedging transactions with regard to the Securities unless in compliance with the Securities Act. By executing this Investment Representation Statement, Participant further represents that Participant does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person in the United States or to a United States resident, with respect to any of the Securities. If Participant is not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended), Participant hereby represents that he/she has satisfied himself/herself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Securities, including (i) the legal requirements within its jurisdiction for the purchase of the Securities, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any government or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the Securities. Participant's subscription and payment for and continued beneficial ownership of the Securities will not violate any applicable securities or other laws of Participant's jurisdiction.

4. **Issuances Under Rule 701**. For Securities that are intended to be exempt from Rule 701, Participant is familiar with the provisions of Rule 701 and Rule 144, each promulgated under the Securities Act, which, in substance, permit limited public resale of "restricted securities" acquired, directly or indirectly from the issuer thereof, in a non-public offering subject to the satisfaction of certain conditions. Rule 701 provides that if the issuer qualifies under Rule 701 at the time of the grant of the Option to Participant, the exercise will be exempt from registration under the Securities Act. In the event the Company becomes subject to the reporting requirements of Section 13 or 15(d) of the United States Securities Exchange Act of 1934, ninety (90) days thereafter (or such longer period as any market stand-off agreement may require) the Securities exempt under Rule 701 may under present law be resold, subject to the satisfaction of certain of the conditions specified by Rule 144, including: (1) the resale being made through a broker in an unsolicited "broker's transaction" or in transactions directly with a market maker (as said term is defined under the United States Securities Exchange Act of 1934); and, in the case of an affiliate, (2) the availability of certain public information about the Company, (3) the amount of Securities being sold during any three (3) month period not exceeding the limitations specified in Rule 144(e), and (4) the timely filing of a Form 144, if applicable.

In the event that the Company does not qualify under Rule 701 at the time of grant of the Option, then the Securities may be resold in certain limited circumstances subject to the provisions of Rule 144, which, effective as of February 15, 2008, requires the resale to occur not less than six months, or, in the event the Company is not subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, not less than one year, after the later of the date the Securities were sold by the Company or the date the Securities were sold by an affiliate of the Company, within the meaning of Rule 144; and, in the case of acquisition of the Securities by an affiliate, the satisfaction of the conditions set forth in sections (1), (2), (3) and (4) of the paragraph immediately above or, in the case of a non-affiliate who subsequently hold the Securities less than one year, the satisfaction of the conditions set forth in section (2) of the paragraph immediately above.

Participant further understands that in the event all of the applicable requirements of Rule 701 or 144 are not satisfied, registration under the Securities Act, compliance with Regulation A, Regulation S or some other registration exemption will be required; and that, notwithstanding the fact that Rules 144 and 701 are not exclusive, the Staff of the United States Securities and Exchange Commission has expressed its opinion that persons proposing to sell private placement securities other than in a registered offering and otherwise than pursuant to Rules 144 or 701 will have a substantial burden of proof in establishing that an exemption from registration is available for such offers or sales, and that such persons and their respective brokers who participate in such transactions do so at their own risk. Participant understands that no assurances can be given that any such other registration exemption will be available in such event.

Signature of Participant:

_____

Date:_____,_____

AGILITY ROBOTICS, INC.
2026 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT GRANT NOTICE

Agility Robotics, Inc., a Delaware corporation, (the "Company"), pursuant to its 2026 Equity Incentive Plan (as may be amended from time to time, the "Plan"), hereby grants to the individual listed below ("Participant"), an award of Restricted Stock Units ("RSUs"). Each RSU represents the right to receive, in accordance with this Grant Notice and the Restricted Stock Unit Agreement attached hereto as Exhibit A (together, the "Agreement") including any special provisions for Participant's country of residence, if any, attached to this Agreement as Exhibit A-1 (the "Country Provisions"), one share of the Company's common stock ("Common Stock") upon vesting. This award of RSUs is subject to all of the terms and conditions set forth herein and in the Agreement, including the Country Provisions (if applicable) and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Agreement. ***If the Company uses an electronic capitalization system and the fields below are blank or the information is otherwise provided in a different format electronically, the blank fields and other information shall be deemed incorporated herein from the electronic capitalization system and considered part of this Agreement***.

Participant:	_____
Grant Date:	_____
Total Number of RSUs:	_____
Vesting Commencement Date:	
Expiration Date:	[7th] Anniversary of the Grant Date.
Settlement of RSUs:	On each Vesting Date (as defined below), Participant shall become entitled to receive one share of Common Stock with respect to each RSU that vests on such Vesting Date. The shares to which Participant becomes entitled will be delivered to Participant on such date determined by the Company that shall in no event be later than March 15 of the calendar year following the calendar year during which such shares vested.
Vesting Schedule:	Two vesting requirements must be satisfied on or before the Expiration Date in order for an RSU to vest — a service-based requirement (the "Service-Based Requirement") and a liquidity event requirement (the "Liquidity Event Requirement"). No RSUs will vest (in whole or in part) if only one (or if neither) of such requirements is satisfied on or before the Expiration Date. If both the Service-Based Requirement and Liquidity Event Requirement are satisfied on or before the Expiration Date, the vesting date ("Vesting Date") of an RSU will be the first date upon which both requirements were satisfied with respect to that particular RSU. **Liquidity Event Requirement**: The Liquidity Event Requirement will be satisfied (as to any then-outstanding RSU that has not theretofore been terminated pursuant to Section 3 of the Agreement) on the first to occur of: (1) the date the Company becomes a Publicly Listed Company or (2) the consummation of a Change in Control of the Company pursuant to which the holders of shares of Common Stock receive cash and/or marketable securities traded on an established national or foreign securities exchange.

Service-Based Requirement: The Service-Based Requirement will be satisfied as to one-fourth of the aggregate number of RSUs initially subject to the Agreement on first year anniversary of the Vesting Commencement Date set forth above and as to 1/16th of the aggregate number of RSUs initially subject to the RSU Award on each Quarterly Date thereafter, in each case, subject to Participant's continued status as a Service Provider though such date.

["Quarterly Date" means each February 15, May 15, August 15, and November 15.]

By Participant's signature below or by electronic acceptance or authentication in a form authorized by the Company, Participant agrees to be bound by the terms and conditions of the Plan and this Agreement, including the Country Provisions, if applicable. If requested by the Company, Participant acknowledges and agrees that he or she must become a party to the Stockholders Agreement upon settlement of any RSUs. Participant has reviewed this Agreement and the Plan in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement and the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan and this Agreement. The granting of this award of RSUs does not confer on Participant any right or entitlement to receive any other equity-based award at any time in the future or in respect of any future period. In addition, the granting of this award of RSUs does not confer on Participant any right or entitlement to receive compensation in any specific amount for any future period, and does not diminish in any way the Company's discretion to determine the amount, if any, of Participant's compensation. This award of RSUs is not part of Participant's base salary, wages or fees and will not be taken into account in determining any other service-related rights Participant may have, such as rights to pension or termination/severance pay. The award of RSUs constitutes full and complete satisfaction of any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries), and upon Participant's acceptance of this award of RSUs any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries) shall be of no further or effect.

AGILITY ROBOTICS, INC.:

By: _____
Name: _____
Title: _____

PARTICIPANT:

By: _____
Name: _____

EXHIBIT A

TO RESTRICTED STOCK UNIT GRANT NOTICE
RESTRICTED STOCK UNIT AGREEMENT

1. Grant. Pursuant to the Restricted Stock Unit Grant Notice (the "Grant Notice") to which this Restricted Stock Unit Agreement (the "Agreement") is attached, Agility Robotics, Inc., a Delaware corporation (the "Company"), has granted to the individual set forth in the Grant Notice (the "Participant") that number of Restricted Stock Units ("RSUs") set forth in the Grant Notice under the Agility Robotics, Inc. 2026 Equity Incentive Plan (as may be amended from time to time, the "Plan"), as set forth in the Grant Notice, subject to all of the terms and conditions contained in this Agreement, including any special provisions for Participant's country of residence, if any, attached to this Agreement as Exhibit A-1 (the "Country Provisions"), the Grant Notice and the Plan. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan and the Grant Notice unless the context clearly indicates otherwise. Notwithstanding anything to the contrary anywhere else in this Agreement, this grant of RSUs is subject to the terms and provisions of the Plan, which is incorporated herein by reference and which shall control in the event of any inconsistency between this Agreement and the Plan.

2. RSUs. On each Vesting Date, Participant shall become entitled to one share of Common Stock with respect to each RSU that vests on such Vesting Date. Unless and until an RSU vests, Participant will have no right to settlement in respect of any such RSU. The Company shall deliver the shares to which Participant becomes entitled on such date determined by the Company that shall in no event be later than March 15 of the calendar year following the calendar year during which such shares vested. Prior to actual settlement in respect of any vested RSU, such RSU will represent an unsecured obligation of the Company, payable (if at all) only from the general assets of the Company.

3. Vesting and Forfeiture.

(a) Subject to Sections 3(b) and 3(c) below, the RSUs shall vest in accordance with the Vesting Schedule set forth in the Grant Notice.

(b) Notwithstanding the foregoing, in the event Participant ceases to constitute a Service Provider for any reason, all RSUs that have not satisfied the Service-Based Requirement on or prior to the date of such termination shall be immediately forfeited by Participant as of the date of such cessation of Service Provider status without any payment of consideration therefor. Further, if Participant ceases to constitute a Service Provider as a result of a termination by the Company for Cause (as defined in the Plan), all RSUs shall be immediately forfeited by Participant as of the date of such cessation of Service Provider status, whether or not the Service-Based Requirement has been satisfied with respect to any such RSUs.

(c) Further notwithstanding the foregoing, in the event that the Liquidity Event Requirement is not satisfied prior to the Expiration Date set forth in the Grant Notice, then the RSUs shall be forfeited by Participant as of the Expiration Date without any payment of consideration therefor.

4. Tax-Related Items.

(a) The Company shall have the authority and the right to deduct or withhold, or to require Participant to remit to the Company, an amount sufficient to satisfy all applicable Tax-Related Items. The Company shall not be obligated to deliver shares of Common Stock (whether in book entry or certificated form) to Participant or Participant's legal representative unless and until Participant shall have paid or otherwise satisfied in full the amount of all relevant Tax-Related Items arising in connection with the RSUs and/or the shares of Common Stock.

(b) Prior to any relevant taxable or tax withholding event, as applicable, Participant agrees to make adequate arrangements satisfactory to the Company and/or Participant's employer (if not the Company) to satisfy all Tax-Related Items. In this regard, Participant hereby authorizes the Company or its agent to satisfy their withholding obligations with regard to all Tax-Related Items, if any, by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to Participant by the Company or Participant's employer; (ii) causing Participant to tender a cash payment; (iii) entering on Participant's behalf (pursuant to this authorization without further consent) into a "same day sale" commitment with a broker dealer that is a member of the Financial Industry Regulatory Authority (a "FINRA Dealer") whereby Participant irrevocably elect to sell a portion of the shares of Common Stock to be issued in connection with the RSUs to satisfy the Tax-Related Items and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Tax-Related Items directly to the Company and/or Participant's employer; (iv) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to Participant in connection with the RSUs with a Fair Market Value (measured as of the date shares of Common Stock are issued or, if and as determined by the Company, the date on which the Tax-Related Items are required to be calculated) equal to the amount of such Tax-Related Items; or (v) any other method of withholding determined by the Company and permitted by applicable law. Depending on the withholding method employed, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding rates or other applicable withholding rates, including up to the maximum applicable rate in Participant's jurisdiction to the extent permitted under the Plan and Applicable Laws. If the obligation for Tax-Related Items is satisfied by withholding in shares of Common Stock, for tax purposes, Participant shall be deemed to have been issued the full applicable number of shares of Common Stock, notwithstanding that a number of the shares of Common Stock are held back solely for the purpose of paying the Tax-Related Items.

(c) Participant acknowledges that, regardless of any action taken by the Company, the ultimate liability for all Tax-Related Items is and remains Participant's responsibility and may exceed the amount actually withheld by the Company.

5. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any shares of Common Stock that may become deliverable hereunder unless and until certificates representing such shares of Common Stock shall have been issued, recorded on the records of the Company or its transfer agents or registrars, and delivered in certificate or book entry form to Participant or any person claiming under or through Participant.

6. Non-Transferability. Except as may be expressly determined by the Administrator, neither the RSUs nor any interest or right therein may be transferred in any manner except by will or by the laws of descent or distribution. The terms of this Agreement shall be binding upon the executors, administrators, heirs, successors and assigns of Participant.

7. Distribution of Shares. Notwithstanding anything herein to the contrary, (a) no payment shall be made under this Agreement in the form of shares of Common Stock unless such shares of Common Stock issuable upon such payment are then registered under the Securities Act or, if such shares of Common Stock are not then so registered, the Administrator has determined that such payment and issuance would be exempt from the registration requirements of the Securities Act, and (b) the Company shall not be required to issue or deliver any shares of Common Stock (whether in certificated or book-entry form) pursuant to this Agreement prior to the fulfillment of the conditions set forth in the Plan. In addition, if at any time the Company determines, in its discretion, that the listing, registration or qualification of the shares of Common Stock or other securities under any Applicable Law, or the consent or approval of any governmental regulatory authority, is necessary or desirable as a condition to the issuance of shares of Common Stock or other securities to Participant (or his or her estate, as applicable), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will use reasonable efforts to meet the requirements of any such Applicable Laws and to obtain any such consent or approval of any such governmental authority.

8. Lock-Up Period. Participant shall not offer, pledge, charge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock (or other securities) of the Company or enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any shares of Common Stock (or other securities) of the Company held by Participant (other than those included in the registration) for a period specified by the representative of the underwriters of shares of Common Stock (or other securities) of the Company not to exceed 180 days following the effective date of any registration statement of the Company filed under the Securities Act (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (a) the publication or other distribution of research reports and (b) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA 2241, or any successor provisions or amendments thereto). Participant agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. In addition, if requested by the Company or the representative of the underwriters of shares of Common Stock (or other securities) of the Company, Participant shall provide, within ten days of such request, such information as may be required by the Company or such representative in connection with the completion of any public offering of the Company's securities pursuant to a registration statement filed under the Securities Act. The obligations described in this Section shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms that may be promulgated in the future, or a registration relating solely to a Securities and Exchange Commission Rule 145 transaction on Form S-4 or similar forms that may be promulgated in the future. The Company may impose stop-transfer instructions with respect to the shares of Common Stock (or other securities) subject to the foregoing restriction until the end of said one hundred and eighty (180) day (or other) period. Participant agrees that any transferee of the RSUs or shares acquired pursuant to the RSUs shall be bound by this Section.

9. Restrictions on Shares. Shares of Common Stock issued pursuant to the RSUs shall be subject to such terms and conditions as the Administrator shall determine in its sole discretion, including, without limitation, transferability restrictions, repurchase rights, requirements that such shares of Common Stock be transferred in the event of certain transactions, rights of first refusal with respect to permitted transfers of shares, voting agreements, tag-along rights and bring-along rights. Such terms and conditions may, in the Administrator's sole discretion, be contained in such other agreement as the Administrator shall determine, in each case in a form determined by the Administrator. The issuance of such shares of Common Stock shall be conditioned on Participant's consent to such terms and conditions and/or Participant's entering into such agreement or agreements. In addition, Participant acknowledges and agrees that delivery of any shares of Common Stock in respect of RSUs shall be subject to and conditioned upon Participant making such representations and agreeing to such other terms and conditions as the Administrator shall deem necessary or advisable, in its sole discretion.

10. Securities Law Compliance. Participant agrees and acknowledges that Participant will not transfer in any manner the shares of Common Stock or other securities issued pursuant to the RSUs granted by this Agreement unless (a) the transfer is pursuant to an effective registration statement under the Securities Act, or the rules and regulations in effect thereunder, or (b) counsel for the Company shall have reasonably concluded that no such registration is required because of the availability of an exemption from registration under the Securities Act. To the extent permitted by any Applicable Laws, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such Applicable Laws.

11. Other Provisions.

(a) No Effect on Service Provider Status. Nothing in this Agreement or in the Plan shall confer upon Participant any right to continue to serve as a Director, Employee or Consultant of the Company or any parent or subsidiary thereof, or shall interfere with or restrict in any way the rights of the Company or any parent or subsidiary thereof, which rights are hereby expressly reserved, to discharge Participant at any time for any reason whatsoever, with or without cause, except to the extent expressly provided otherwise in a written agreement between Participant and the Company or any parent or subsidiary thereof.

(b) Severability. In the event that any provision in this Agreement is held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Agreement, which shall remain in full force and effect.

(c) Investment Representations. Participant hereby represents, warrants, covenants, acknowledges and agrees on behalf of Participant and his or her spouse or domestic partner, if applicable, that (a) Participant is holding the RSUs for Participant's own account, and not for the account of any other person, and (b) Participant is holding the RSUs for investment and not with a view to distribution or resale thereof except in compliance with Applicable Laws regulating securities.

(d) Tax Consultation. Participant understands that Participant may suffer adverse tax consequences in connection with the RSUs granted pursuant to this Agreement. Participant represents that Participant has consulted with any tax consultants that Participant deems advisable in connection with the RSUs and that Participant is not relying on the Company for tax advice.

(e) Amendments, Suspension and Termination. To the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended, or terminated at any time or from time to time by the Administrator.

(f) Conformity to Securities Laws. Participant acknowledges that the Plan and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and all applicable state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the RSUs are granted, only in such a manner as to conform to such laws, rules, and regulations. To the extent permitted by Applicable Law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules, and regulations.

(g) Code Section 409A. The RSUs are not intended to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code (together with all related Department of Treasury guidance, "Section 409A"). However, notwithstanding any other provision of the Plan, this Agreement or the Grant Notice to the contrary, if the Administrator determines that the RSUs or any amounts payable under this Agreement may be subject to Section 409A, the shares underlying such RSUs shall be delivered on the 60th day following the date the RSUs vest and the Administrator may adopt such other amendments to the Plan, this Agreement or the Grant Notice or adopt other policies or procedures (including amendments, policies and procedures with retroactive effective), or take any other action that the Administrator determines to be necessary or appropriate to either (a) exempt the amounts payable under this Agreement from Section 409A and/or preserve the intended tax treatment of such amounts, or (b) comply with the requirements of Section 409A; *provided*, *however*, that nothing in this Section shall create any obligation on the part of the Company to adopt any such amendment or take any other action.

(h) Adjustments. Participant acknowledges that the RSUs are subject to modification and termination in certain events as provided in this Agreement and Section 8 of the Plan.

(i) Notices. Subject to Section 11(j) below, any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company at its principal executive offices in care of the Secretary of the Company, and any notice to be given to Participant shall be addressed to Participant at the most recent email or street address for Participant shown in the Company's records. By a notice given pursuant to this Section, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to Participant shall, if Participant is then deceased, be given to the person entitled to exercise his or her RSUs by written notice under this Section. Any notice shall be deemed duly given when delivered in person, sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or similar non-U.S. entity.

(j) Electronic Delivery. The Company may, in its sole discretion, decide to deliver any notices or documents related to this Agreement by email or any other electronic means. Participant hereby consents to (i) conduct business electronically (ii) receive such documents and notices by such electronic delivery and (iii) sign documents electronically and agrees to participate through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

(k) **Data Privacy. By his or her acceptance of the award of RSUs, Participant acknowledges and agrees to the data privacy provisions set forth in the Plan**.

(l) Successors and Assigns. The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer contained herein, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors, and assigns.

(m) Governing Law. This Agreement and the Country Provisions shall be administered, interpreted, and enforced under the laws of the state of Delaware, without regard to the conflicts of law principles thereof. For purposes of litigating any dispute that arises under this Agreement, Participant's acceptance of the RSU is his or her consent to the jurisdiction of the state of Delaware, and agreement that any such litigation will be conducted in the courts of the state of Delaware, and no other courts, regardless of where Participant's services are performed. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

(n) Entire Agreement. The Plan, the Grant Notice, this Agreement (including all Exhibits hereto) and any written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries) providing for acceleration of vesting of equity awards upon certain events constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof, including, without limitation, any promises of equity awards in Participant's written service agreement (including an offer letter) between Participant and the Company (or any of its subsidiaries).

(o) Rules Particular To Specific Countries.

(a) *Generally*. Participant shall, if required by the Board, enter into an election with the Company or a subsidiary (in a form approved by the Company) under which any liability to the Company's (or a subsidiary's) Tax-Related Items, including, but not limited to, National Insurance Contributions ("NICs") and the Fringe Benefit Tax ("FBT"), is transferred to and met by Participant.

(b) *Tax Indemnity*. Participant shall indemnify and keep indemnified the Company and any of its subsidiaries from and against any Tax-Related Items.

(p) Special Country Provisions for RSUs Granted to Participants. The RSUs shall be subject to the Country Provisions, if any, for Participant's country of residence, as set forth in the Country Provisions. If Participant relocates to one of the countries included in the Country Provisions during the life of the RSUs, the special provisions for such country shall apply to Participant, to the extent the Company determines that the application of such provisions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan. The Company reserves the right to impose other requirements on the RSUs and the shares of Common Stock issuable upon settlement of the RSUs, to the extent the Company determines it is necessary or advisable in order to comply with local laws or facilitate the administration of the Plan, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

EXHIBIT A-1

TO RESTRICTED STOCK UNIT AGREEMENT
SPECIAL COUNTRY PROVISIONS FOR RSUS FOR PARTICIPANTS

This Exhibit A-1 (this "***Exhibit***") includes special terms and conditions applicable to Participants in the countries below. These terms and conditions are in addition to those set forth in the Restricted Stock Unit Agreement (the "***Agreement***") and the Plan and to the extent there are any inconsistencies between these terms and conditions and those set forth in the Agreement, these terms and conditions shall prevail. Any capitalized term used in this Exhibit A-1 without definition shall have the meaning ascribed to such term in the Plan or the Agreement, as applicable.

In accepting the RSUs, Participant acknowledges, understands, and agrees that:

(a) the Plan is established voluntarily by the Company, it is discretionary in nature, and may be amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;

(b) the grant of the RSUs is voluntary and occasional and does not create any contractual or other right to receive future grants of RSUs, or benefits in lieu of RSUs, even if RSUs have been granted in the past;

(c) all decisions with respect to future RSUs or other grants, if any, will be at the sole discretion of the Company;

(d) the RSU grant and Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service contract with the Company, or, if different, Participant's employer, or any subsidiary or parent or affiliate of the Company, and shall not interfere with the ability of the Company, the employer or any subsidiary or parent or affiliate of the Company, as applicable, to provide for a termination of Participant's service;

(e) Participant is voluntarily participating in the Plan;

(f) the RSUs and any shares of Common Stock acquired under the Plan are not intended to replace any pension rights or compensation;

(g) the RSUs and any shares of Common Stock acquired under the Plan and the income and value of same, are not part of normal or expected compensation for any purpose, including, without limitation, calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments;

(h) the future value of the shares of Common Stock underlying the RSUs is unknown, indeterminable, and cannot be predicted with certainty;

(i) neither the Company, the employer nor any parent, subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the RSUs or of any amounts due to Participant pursuant to the subsequent sale of any shares of Common Stock acquired.

Notifications: This Exhibit also includes information relating to exchange control and other issues of which Participant should be aware with respect to his or her participation in the Plan. The exchange control, securities, and other laws in effect in the respective countries are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information herein as the only source of information relating to the consequences of participation in the Plan because the information may be out of date at the time the RSUs vest or shares of Common Stock acquired under the Plan are sold.

In addition, the information contained in this Exhibit is general in nature and may not apply Participant's particular situation, and the Company is not in a position to assure Participant of any particular result. Accordingly, Participant is advised to seek appropriate professional advice as to how the applicable laws in his or her country may apply to his or her situation. Finally, Participant understands that if Participant is a citizen or resident of a country other than the one in which he or she is currently residing or working in, the information contained herein may not be applicable to Participant in the same manner.

Securities Law Notice: Unless otherwise noted, neither the Company nor the shares of Common Stock are registered with any national, federal, state, or local stock exchange or under the control of any national, federal, state, or local securities regulator. The Agreement (of which this Exhibit is a part), the Plan, and any other communications or materials that Participant may receive regarding participation in the Plan do not constitute advertising or an offering of securities outside the United States, and the issuance of securities described in any Plan-related documents is not intended for public offering or circulation in Participant's jurisdiction.

English Language: By participating in the Plan, Participant acknowledges that Participant is proficient in the English language, or has consulted with an advisor who is sufficiently proficient in English, so as to allow him/her to understand the terms and conditions of the Plan and the Agreement applicable to Participant's country of residence. If Participant has received the Agreement and the Plan applicably to his/her country of residence or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

Currency: Participant understands that, any amounts related to the RSUs will be denominated in U.S. dollars and will be converted to any local currency using a prevailing exchange rate in effect at the time such conversion is performed, as determined by the Company. Participant understands and agrees that neither the Company nor any affiliate shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the U.S. dollar that may affect the value of the RSUs, or of any amounts due to Participant or as a result of the subsequent sale of any shares of Common Stock acquired under the RSUs.

Foreign Asset/Account Reporting; Exchange Controls: Participant's country of residence may have certain foreign asset and/or account reporting or exchange control requirements which may affect his/her ability to acquire or hold shares of Common Stock under the Agreement or cash received (including proceeds arising from the sale of shares of Common Stock) in a brokerage or bank account outside Participant's country. Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his/her country. Participant may also be required to repatriate sale proceeds or other funds received as a result of his/her participation in the Plan to his/her country through a designated broker or bank and/or within a certain time after receipt. Participant is responsible for ensuring compliance with such regulations and should consult with his/her personal legal advisor for any details.

No Advice Regarding Grant: The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's participation in the Plan or the Agreement or any receipt of the RSUs or sale of shares of Common Stock acquired upon settlement of the RSUs. Participant should consult his/her own personal tax, legal and financial advisors regarding his/her participation in the Plan and the Agreement before taking any action related to the RSUs or the shares of Common Stock.

Imposition of Other Requirements: The Company reserves the right to impose other requirements on the Participant, on the RSUs and/or any shares of Common Stock issuable upon settlement of the RSUs, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

Exhibit 10.16

MULTI TENANT WAREHOUSE LEASE

THIS MULTI TENANT WAREHOUSE LEASE (this "Lease") is made and entered into as of the 2nd day of October, 2026 (which date shall be the last date this Lease is executed by Landlord or Tenant, as applicable, as indicated in the below signature blocks, the "Effective Date"), by and between **THE BUNCHER COMPANY,** a Pennsylvania corporation ("Landlord"), and **AGILITY ROBOTICS, INC.,** a corporation formed in the country of Timor-Leste and registered to do business in the Commonwealth of Pennsylvania as a foreign corporation ("Tenant").

ARTICLE 1
BASIC LEASE PROVISIONS

The following are definitions of some of the defined terms used in this Lease:

1.1 **Building and Address:** *55* 38th Street, Pittsburgh, Pennsylvania 15201, consisting of an approximately 93,231 square foot building.

1.2 **Premises; Property:** "Premises" shall mean 50,428 agreed upon square feet of space located **in** the Building as identified in the plan attached hereto as **Exhibit A** outlined in red and made a part hereof, and referred to as *55* 38th Street, Pittsburgh, Pennsylvania 15201. Landlord represents that the rentable area of the Premises set forth above has been measured in accordance with ANSI/BOMA 265.2-2025, BOMA 2025 for Industrial Buildings: Standard Method of Measurement. "Property" shall mean collectively, the Building, the land on which the Building is located (the "Land") and all other improvements located on the Land, as outlined in blue in Exhibit B. The Property is located within Lawrenceville Commerce Park (the "Park").

1.3 **Initial Term:** "Initial Term" shall mean Ninety-Six (96) months commencing on the later of October 1, 2026 or the Substantial Completion Date (as hereinafter defined), if applicable (the "Commencement Date"), and, unless sooner terminated as provided herein, ending on September 30, 2034 (the "Expiration Date").

1.4 **Options to Renew:** Two (2) Option(s) to Renew for a period of five (5) years each

1.5 **Base Rent:**

Period	Annual Base Rent for Period	Monthly Installments of Base Rent for Period
October 1, 2026 - March 31, 2027	$ 0.00	$ 0.00
April 1, 2027 - March 31, 2028	$ 537,058.20	$ 44,754.85
April 1, 2028 - March 31, 2029	$ 553,169.95	$ 46,097.50
April 1, 2029 - March 31, 2030	$ 569,765.04	$ 47,480.42
April 1, 2030 - March 31, 2031	$ 586,858.00	$ 48,904.83
April 1, 2031 - March 31, 2032	$ 604,463.74	$ 50,371.98
April 1, 2032 - March 31, 2033	$ 622,597.65	$ 51,883.14
April 1, 2033 - March 31, 2034	$ 641,275.58	$ 53,439.63
April 1, 2034 - September 30, 2034	$ 330,256.92	$ 55,042.82

Additionally, during the first six (6) months of the Lease, Tenant shall not be responsible for the payment of Operating Expenses, CAM or Taxes Amount and shall only be responsible for the payment of utilities and janitorial services of the Premises.

1.6 **Security Deposit**: None.

1.7 **Guarantor(s)**: None.

1.8 **Letter of Credit**: One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) ("Letter of Credit Amount"). The Letter of Credit shall be provided by Tenant to Landlord contemporaneously with Tenant's execution hereof and in accordance with the terms of Article 4.6.

1.9 **Tenant Improvement Allowance**: Landlord shall provide Tenant with a one-time allowance in an amount not to exceed One Million Eight Thousand Five Hundred Sixty and No/100 Dollars ($1,008,560.00) ("Tenant Improvement Allowance") for Tenant's Work, which shall be paid to Tenant strictly in accordance with the provisions of this Section 31.01.

1.10 **Permitted Use**: Warehouse, distribution, service center, general office purposes, manufacturing, assembly, research and development, product development and testing, storage, and logistics, and for uses incidental thereto.

1.11 **Tenant's Notice Address:** 55 38th Street, Pittsburgh, Pennsylvania 15201

Tenant Contact Information:

CATEGORY/ DEPARTMENT	CONTACT NAME AND TITLE	PHONE	EMAIL
Monthly Rental	Briana Edwards AP Specialist	[***]	Invoices go to: [***] Briana's personal email: [***]
Real Estate Taxes, Insurance, and CAM Charges	Briana Edwards AP Specialist	[***]	Invoices go to: [***] Briana's personal email: [***]
Janitorial, Utilities, Fire/Security, Maintenance and Repair, etc.	Jeff Zayas	[***]	[***]
Accounts Payable Department Head	Matt Paolone Accounting Supervisor	[***]	[***]

1.12 **Landlord's Notice Address:** The Buncher Company
One Waterfront Place
1251 Waterfront Place, Suite 201
Pittsburgh, PA 15222
Attention: Leasing

Landlord Contact Information:

CATEGORY/ DEPARTMENT	PHONE	EMAIL
Leasing Group	[***]	[***]
Property Management	[***]	[***]
Lease Administration	[***]	[***]
Construction	[***]	[***]
Accounts Receivable	[***]	[***]

1.13 **Broker**: CBRE, representing Tenant

1.14 **Tenant's Proportionate Share**: Fifty-Four and 09/100 percent (54.09%) (the percentage calculated by dividing the area of the Premises by the area of the Building).

In the event of a conflict between the terms set forth in this Article I and any other provisions of this Lease (including any exhibits, schedules or other attachments to this Lease), the terms set forth elsewhere in this Lease shall control.

ARTICLE 2
GRANT OF LEASE; POSSESSION

2.1 **Grant; Premises; Early Access**.

(a) Landlord, for and in consideration of the Rent (as defined in Article 4.2 below) herein reserved and of the covenants herein contained on the part of Tenant to be performed, hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises described in Article 1.2. Landlord and Tenant stipulate and agree for all purposes under this Lease to the rentable area of the Premises and the Building as described in Article 1, notwithstanding any different measurement thereof that may be made hereafter by or on behalf of either party. During the Term, Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week. Tenant, at its sole cost and expense, shall be responsible for all security at the Premises. Subject to the terms of this Lease, Tenant, on a non-exclusive basis and in common with all others, shall have the right to use the Common Areas.

(b) Tenant may have early access to the Premises, for purposes of preparing for and commencing Tenant's Work, upon the later to occur of (i) Tenant returning a signed copy of this Lease to Landlord, (ii) Tenant providing the Letter of Credit to Landlord, and (iii) Tenant providing evidence of the insurance coverages required by this Lease. Such early access shall be subject to all of the terms of this Lease except for Tenant's obligation to pay Base Rent, Operating Expenses, CAM or Taxes Amount, and shall be subject to reasonable scheduling and other requirements of Landlord and Landlord's contractor. Tenant's early access shall not interfere with or delay Landlord's Work, and Tenant shall not commence operations during any early access period. If Tenant's early access interferes with or disrupts the progress of Landlord's Work (as hereinafter defined), Landlord shall have the right to reasonably restrict the areas of Tenant's early access so that Landlord can Substantially Complete Landlord's Work in a timely manner; provided, however, for the avoidance of doubt, Tenant shall not be prohibited from commencing Tenant's Work during such period.

2.2 **Landlord's Work**.

(a) In accordance with the terms set forth on **Exhibit B** attached hereto and made a part hereof, Landlord shall construct the improvements to the Premises as are described on **Exhibit B** attached hereto and made a part hereof (the "Landlord's Work"). Landlord shall deliver the Premises to Tenant within eight (8) weeks after the Effective Date with Landlord's Work being Substantially Completed. As used herein, "Substantially Completed" shall mean the date upon which Landlord's Work has been completed in accordance with the terms of this Lease, other than minor details or adjustments which Landlord shall cause to be made within a reasonable time thereafter. Landlord may, but is not required to, send a certificate to Tenant stating the date of Substantial Completion (the "Substantial Completion Certificate"). In addition, Tenant may request that Landlord provide a Substantial Completion Certificate, and in such event Landlord shall promptly provide such Substantial Completion Certificate. Notwithstanding the foregoing, Landlord's failure to provide a Substantial Completion Certificate does not alter the actual date of Substantial Completion.

(b) If Landlord fails to Substantially Complete Landlord's Work by the date that is eight (8) weeks after the Effective Date (excluding any delays caused by Tenant or Force Majeure), then (i) the Commencement Date shall automatically be extended on a day-for-day basis for each day of such delay, and (ii) Tenant shall accrue a rent credit equal to one (1) day of the daily Base Rent (and any additional rent, if applicable) for each day of such delay, which credit shall be applied to Rent first due under this Lease.

(c) Landlord agrees that, in performing Landlord's Work, and in accessing the Premises or Property in connection therewith, Landlord will endeavor to not unreasonably interfere with Tenant's Work, access, use, or occupancy of the Premises.

(d) Tenant's access to the Premises or performance of Tenant's Work prior to Substantial Completion of Landlord's Work shall not be deemed acceptance of the Premises nor a waiver of Tenant's rights under this Section.

2.3 Tenant's Work. In accordance with the terms set forth on **Exhibit C** attached hereto and made a part hereof (the "Tenant's Work"), Tenant, at Tenant's sole cost and expense unless otherwise stated on **Exhibit C**, shall be permitted to construct the improvements to the Premises as are more fully described in such **Exhibit C**. Landlord hereby consents to Tenant's Work, including the general scope, layout, and nature of the plans and scope of work attached to Exhibit C ("Tenant's Plans"). Tenant may make minor or immaterial modifications to Tenant's Plans without obtaining further Landlord approval, provided such modifications do not affect the structure, roof, or Building Systems. Prior to commencement of any Tenant's Work, Tenant shall furnish to Landlord evidence of Contractor's Insurance (as hereinafter defined).

ARTICLE 3
TERM

3.1 Term. The initial term of this Lease, i.e. Initial Term, shall commence on the Commencement Date described in Article 1.3, and shall expire on the Expiration Date described in Article 1.3, unless sooner terminated or renewed as provided herein. The Initial Term, as may be extended or renewed hereunder, shall be referred to as the "Term". If Tenant takes possession of all or any part of the Premises prior to the Commencement Date with Landlord's consent, which consent may be withheld in Landlord's sole discretion, all of the covenants and conditions of this Lease shall be binding upon the parties hereto the same as if the Commencement Date had been fixed as of the date when Tenant took such possession, except that Tenant shall not be required to pay Rent with respect to the period of time prior to the Commencement Date, provided however, Tenant shall be liable for the reasonable cost of any utilities and services (e.g., electricity, HVAC, snow removal) that are provided to Tenant or the Premises during the period of Tenant's possession prior to the Commencement Date.

3.2 Lease Year Defined. As used in this Lease, the term "Lease Year" shall mean (i) if the Commencement Date is the first day of a calendar month, the twelve (12) month period commencing on the Commencement Date or (ii) if the Commencement Date is not the first day of a calendar month, the period commencing on the Commencement Date and ending on the last day of the twelfth (12th) full calendar month of the Term, and, in either case, each succeeding twelve (12) month period thereafter which falls in whole or in part during the Term.

3.3 Options to Renew. Tenant shall have and is hereby granted two (2) option(s) to renew this Lease (each, an "Option to Renew") with respect to all (but not less than all) of the Premises for five (5) years each (each, a "Renewal Term") by notice in writing received by Landlord not less than nine (9) months and not more than fifteen (15) months prior to the expiration of the Term of the Lease, time being of the essence for the giving of such notice. All of the covenants, conditions and provisions of this Lease shall be applicable to each Renewal Term, except that (i) the Base Rent for the first year of each Renewal Term shall be adjusted to be the then current Market Rental Rate (defined below) for the Premises as of the date the Renewal Term is to commence, but in no event greater than three percent (3%) of the Base Rent in such immediately prior year, (ii) after the second Renewal Term, there shall be no further option to extend the Term, and (iii) Landlord shall have no obligation to improve the Premises. Landlord shall advise Tenant of the new monthly rental rate for a Renewal Term within fifteen (15) days after a request therefor from Tenant and Tenant, by exercise of its option, shall be deemed to have accepted the rent for the Renewal Term proposed by Landlord; provided however that Tenant's failure to timely make such request shall not extend the date upon which Tenant must give notice of its exercise of the Option to Renew. In no event shall the Annual and Monthly Base Rent be subject to determination or modification by any person, entity, court or authority other than as expressly set forth herein. Base Rent for each Renewal Term, to the extent exercised, will be payable in equal monthly installments in accordance with the payment terms set forth in Article 4.2.

(a) Conditions. Tenant's exercise of the Option to Renew is subject to the following conditions, or Landlord's waiver of any of the following conditions: that (i) this Lease is in full force and effect, (ii) Tenant is not in Default (as hereinafter defined) hereunder at the time of notification or at any time after notification and through commencement of the Renewal Term, (iii) the Premises has not been sublet (other than a Permitted Transfer), and (iv) Tenant has not assigned this Lease (other than a Permitted Transfer).

(b) Market Rental Rate. For purposes of this Lease, "Market Rental Rate" shall mean the rental, as of the date for which such Market Rental Rate is being calculated, per annum per rentable square foot, for lease renewals for comparable space of comparable size in other comparable buildings in the applicable industrial market, taking into account prevailing market conditions.

(c) Amendment. If Tenant delivers written notice exercising the Option to Renew, such notice shall be irrevocable. In the event that Tenant exercises an Option to Renew, upon Landlord's request, Tenant shall enter into an amendment to this Lease incorporating the Renewal Term and the Annual and Monthly Base Rent applicable thereto within thirty (30) days following the exercise of the Option to Renew, but in no event shall a delay in the full execution of such amendment nullify Tenant's exercise of the Option to Renew.

ARTICLE 4
BASE RENT AND SECURITY DEPOSIT

4.1 Base Rent. Tenant shall pay the Base Rent as described in Article 1.5 to Landlord for the Premises in advance on the first day of the Term and on the first day of each and every calendar month in the Term thereafter (and, if applicable, for any portion of a calendar month following the Commencement Date or at the end of the lease term, at that rate prorated on a daily basis payable for such portion).

4.2 Manner of Payment. Base Rent, Operating Expense, CAM and Taxes Amounts (as hereinafter defined), and all other amounts becoming due from Tenant to Landlord hereunder (collectively, "Rent") shall be paid in lawful money of the United States of America to Landlord as set forth in Article 1.12 or as otherwise designated from time to time by written notice from Landlord to Tenant. Upon Landlord's request, Tenant shall pay Rent to Landlord via Pay Fabric, or as otherwise set forth in notice given to Tenant by Landlord. The payment of Rent hereunder is independent of each and every other covenant and agreement contained in this Lease, and Rent shall be paid without any setoff, abatement, counterclaim or deduction whatsoever except as may be expressly provided herein.

4.3 Late Charges, Fees and Interest. If any monthly installment of Base Rent, or any Operating Expense, CAM and Taxes Amount or other item of Rent is not paid within ten (10) days after such amount is due and payable, a one-time late charge equal to the lesser of (i) five percent (5%) of such unpaid amount or (ii) One Thousand Five Hundred and 00/100 Dollars ($1,500.00) shall be due and payable by Tenant. In addition, all amounts (including, without limitation, Base Rent and Operating Expense, CAM and Taxes Amount) owed by Tenant to Landlord pursuant to any provision of this Lease which remain unpaid after the expiration of all applicable notice and cure periods shall bear interest from the date due until paid at a per annum rate equal to two (2) percentage points in excess of the prime rate of interest then published in The Wall Street Journal (the "Default Rate"), unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged. If any monthly installment of Base Rent, or any Operating Expense, CAM and Taxes Amount or other item of Rent is paid by credit card (to the extent permitted by Landlord), Tenant shall pay an administrative charge equal to three percent (3%) of the amount of such payment, per payment.

4.4 Intentionally Omitted.

4.5 Intentionally Omitted.

4.6 Letter of Credit. Concurrent with Tenant's execution and delivery of this Lease, Tenant shall deliver to Landlord an irrevocable and unconditional standby letter of credit (the "Original Letter of Credit") which shall be: (i) in the form attached hereto as **Exhibit G** and (ii) in an amount equal to the Letter of Credit Amount. Any replacement Letter of Credit shall be in the form substantially similar to the Original Letter of Credit and issued by a bank of at least similar financial reputation ("Additional Letter of Credit"). The Original Letter of Credit, any Additional Letter(s) of Credit, and any Substitute Letter(s) of Credit are referred to herein collectively as the "Letter of Credit." The Letter of Credit shall be held by Landlord as security for the performance by Tenant of its obligations under this Lease. The Letter of Credit is not an advance payment of Rent or a limitation upon the liability of Tenant hereunder.

(a) Renewal of Letter of Credit. Each Letter of Credit shall be automatically renewable for consecutive periods of one (1) year in accordance with the second to last paragraph of the Letter of Credit Form attached hereto as **Exhibit G**; provided however, if the issuer of such Letter of Credit gives notice of its election not to renew such Letter of Credit, then Tenant shall deliver to Landlord a new letter of credit (a "Substitute Letter of Credit") satisfying the requirements of the Original Letter of Credit under Article 4.6 above on or before the date thirty (30) days prior to the expiration of the term of the Letter of Credit then in effect. If Tenant fails timely to deliver to Landlord a Substitute Letter of Credit in accordance with the foregoing provisions, then Landlord shall have the right, at any time thereafter, without giving any further notice to Tenant, to draw down the Letter of Credit and to hold the proceeds thereof in a segregated account in the name of Landlord, which proceeds may be withdrawn and applied by Landlord under the same circumstances and for the same purposes as if such proceeds were a Letter of Credit. Upon any such application of such proceeds by Landlord, Tenant shall, within thirty (30) days of written demand therefor, deliver to Landlord an Additional Letter of Credit in the amount of proceeds so applied. Draws to Cure Defaults. If Tenant breaches or defaults in any of its obligations under this Lease beyond the expiration of any applicable grace period, then without prejudice to or limiting any other rights or remedies of Landlord, Landlord shall have the right, at any time thereafter, to draw down from the Letter of Credit the amount necessary to cure such default. In the event of any such draw by the Landlord, within thirty (30) days of written demand therefor, Tenant shall deliver to Landlord the Additional Letter of Credit satisfying the requirements for the Original Letter of Credit set forth in Article 4.6 above, except that the amount of such Additional Letter of Credit shall be the amount of such draw. Draws to Pay Damage. In addition, if (i) this Lease shall have been terminated as a result of Tenant's Default under this Lease beyond the expiration of the applicable cure period, and/or (ii) this Lease shall have been rejected in a bankruptcy or other similar proceeding, then Landlord shall have the right at any time thereafter to draw down from the Letter of Credit an amount sufficient to pay any and all damages payable by Tenant on account of such termination or rejection, as the case may be, pursuant to Article 19 hereof. Return of Letter of Credit at End of Term. Within thirty (30) days after the expiration of the Term, to the extent Landlord has not previously drawn upon any Letter of Credit held by Landlord, Landlord shall return the same to Tenant provided that Tenant is not then in default of any of its obligations under this Lease.

(b) Reduction in Amount. Notwithstanding the foregoing or anything contained herein to the contrary, provided that, as of each applicable Reduction Date (as defined below), (i) this Lease is in full force and effect, (ii) Tenant is not in default under this Lease beyond any applicable notice and cure period, and (iii) no event or circumstance exists that, with the passage of time or the giving of notice (or both), would constitute a default under this Lease, then the required face amount of the Letter of Credit shall be reduced as follows:

Reduction Date	Required Amount
1st Anniversary of Commencement Date	$ 1,200,000.00
2nd Anniversary of Commencement Date	$ 900,000.00
3rd Anniversary of Commencement Date	$ 600,000.00
4th Anniversary of Commencement Date	$ 300,000.00
5th Anniversary of Commencement Date	$ 0.00

Each twenty percent (20%) reduction shall be effectuated by Tenant delivering to Landlord, within ten (10) days following the applicable Reduction Date, either (A) an amendment to the existing Letter of Credit reducing the face amount thereof to the applicable Required Amount, or (B) a replacement Letter of Credit in the applicable Required Amount, in each case satisfying the requirements of this Section 4.6. Landlord shall cooperate reasonably with Tenant in connection with any such amendment or replacement, including by returning the existing Letter of Credit upon receipt of a conforming replacement. For the avoidance of doubt, if Tenant is in default beyond applicable notice and cure periods as of any Reduction Date, no reduction shall occur on such date; provided, however, that, not more frequently than one time during the Lease, if such default is subsequently cured within ten (10) days after the applicable anniversary date as set forth in the above chart, the reduction scheduled to occur on such anniversary date shall occur.

Thereafter, Tenant shall not be entitled to any further reductions in the amount of the Letter of Credit if, on any Reduction Date, Tenant is in default of this Lease beyond any applicable notice and cure period.

ARTICLE 5
OPERATING EXPENSES

5.1 Obligation to Pay Operating Expenses. In addition to paying the Base Rent, Tenant shall also pay to Landlord as additional rent, an amount (the "Operating Expense, CAM and Taxes Amount") equal to Tenant's Proportionate Share of the Operating Expenses, common area maintenance ("CAM") and Taxes for each calendar year falling within the Term.

5.2 Operating Expenses. As used in this Lease,

(a) "Adjustment Date" shall mean the first day of the Term and each January 1 thereafter falling within the Term.

(b) "Adjustment Year" shall mean each calendar year during which an Adjustment Date falls.

(c) "Operating Expenses" shall mean and include those costs and expenses paid or incurred by or on behalf of Landlord for owning, managing, operating, maintaining and repairing the roof and the structural components of the Building, the land on which the Building is located (the "Land"), including, without limitation, all matters described in Article 13.3 herein, and the personal property used in conjunction therewith, including, without limitation, the cost of snow and ice removal; maintenance and repairs to stormwater facilities, asphalt maintenance, repair and replacement (and asphalt reserve), exterior lights and landscaping; insurance, including, but not limited to, fire, extended coverage, all-risk, liability, workers' compensation insurance or any other insurance carried by Landlord and applicable to the Property; management fees (which shall not exceed three percent (3%) of Rent); the charges of any independent contractor who, under contract with Landlord or its representatives, does any of the work of operating, managing, maintaining or repairing the Property; legal and accounting expenses, including, but not limited to, such expenses as relate to seeking or obtaining reductions in and refunds of Taxes; utility costs relating to the Property and billed directly to Landlord; dues, charges, assessments and other amounts payable to any owner's or business park association ("Association"), or under any reciprocal easement, covenants or comparable document affecting the Property; a proportionate share of common area maintenance charges, operating expenses, and similar assessments attributable to the Park, to the extent such costs are allocable to the Building on a reasonable and consistently applied basis (as provided in Section 5.4 herein); and any other expense or charge, whether or not hereinbefore mentioned, which, in accordance with generally accepted accounting and management principles, would be considered as an expense of owning, managing, operating, maintaining or repairing the Property, including the Common Areas (as hereinafter defined), except as hereinafter provided. The term "Common Areas" means the private roads, parking areas, driveways, dock areas, landscaped areas, lobby areas, fire and life safety equipment, Building sprinkler and electrical rooms, and other areas of the Property outside of the Premises that Landlord may designate from time to time as common areas. Landlord shall have the right to adjust the Tenant's Proportionate Share when Landlord in its reasonable discretion determines that the total rentable square foot floor area of the Building has changed. In the event Landlord determines that the Tenant's Proportionate Share is different than as is set forth in Article 1.14 herein, Landlord shall provide written notice of the new Tenant's Proportionate Share, together with the most recent calculation and supporting documentation. In addition, Landlord shall have the right to adjust the Tenant's Proportionate Share for specific components of the Operating Expenses, CAM, or Taxes when Landlord, in its reasonable judgment, determines that the application of the Tenant's Proportionate Share does not equitably distribute to the tenants in the Building the Operating Expenses or Taxes for the Premises. If the Building is located within an office or business park ("Park") for which Landlord has additional operating expenses, then as part of the Operating Expenses, Landlord may, at its discretion, equitably allocate any and all such operating expenses incurred for the Park among the buildings therein (including the Building), and Tenant shall only be responsible for its proportionate share of the portion of such Park operating expenses allocated to the Building.

5.3 Exclusions from Operating Expense. Operating Expenses shall not include: costs or other items included within the meaning of the term "Taxes" (as hereinafter defined), costs of alterations of the premises of tenants of the Building, interest and principal payments on mortgages, ground rental payments, real estate brokerage and leasing commissions, other expenses incurred in leasing or in procuring tenants, any expenditures for services which are provided to one or more tenants but are not available generally to all tenants, the cost of replacing the roof and structural components of the Building (other than pursuant to Article 13), costs incurred in order for Landlord to correct any violations of any applicable Laws (as hereinafter defined) in effect on the Commencement Date, and any expenditures for which Landlord has been reimbursed (other than pursuant to this Article 5), except as hereinafter provided. Notwithstanding anything contained herein to the contrary, if any item of Operating Expenses, though paid or incurred in one year, relates to more than one calendar year, then, at the option of Landlord, such item may be proportionately allocated among such related calendar years. In the event that any item of Operating Expenses is determined by Landlord to be a capital expense in accordance with generally accepted accounting principles, the Operating Expenses for such items shall be amortized over the useful life thereof and shall include interest at a rate that is reasonably equivalent to the interest rate that Landlord would be required to pay to finance the cost of the capital expense in question as of the date such capital expense is performed, and Operating Expenses for a given year shall include only one year's worth of amortization of such capital expense. In the event the Building is not fully occupied during any Adjustment Year, the variable Operating Expenses for that year may be adjusted by Landlord to reflect the Operating Expenses as though the Building were fully occupied; provided, however, that in no event shall the payments made by all tenants of the Building to Landlord for Operating Expenses exceed the actual Operating Expenses paid or incurred by Landlord in any Adjustment Year.

5.4 Site Parcel. Landlord and Tenant acknowledge that certain of the costs of management, operation and maintenance of the common improvements and facilities serving the Building and, if applicable, other buildings and real property located on the Site Parcel (defined below) that Landlord operates in conjunction therewith, are allocated among all such buildings. The "Site Parcel" is the larger parcel that includes the Property and the adjacent building(s) and land upon which the adjacent building(s) is located, all as depicted in **Exhibit A** attached hereto and made a part hereof. Tenant hereby consents to such allocations provided that the determination of such costs and the allocation of all or part thereof to Operating Expenses hereunder shall be in accordance with conventional accounting and management principles applied on a consistent basis and shall be allocated among all such buildings on a pro rata basis based on gross leasable square footage except where such allocation does not equitably allocate such expense(s) which shall be allocated on a basis reasonably determined by Landlord. Notwithstanding the foregoing or any other provision of this Lease, in no event shall the percentage share of any Park cost, expense or Tax allocated to the Building at any time during the Term exceed the percentage share allocable to the Building as of the Effective Date, and such percentage share shall be subject to reduction, but not increase, during the Term. Landlord shall deliver to Tenant, together with each Reconciliation Statement, a calculation of the percentage share of Park costs, expenses and Taxes allocated to the Building for the applicable calendar year. For the avoidance of doubt, Park operating expenses allocated to the Building pursuant to this Section 5.4 shall be included in Operating Expenses and shall be included in Controllable Expenses to the extent any such Park operating expense is appropriately classified as a Controllable Expense. Tenant, its employees and business invitees, shall have the right to use in common with Landlord, its other tenants and their business invitees, the common area access roads (the "Common Area Access Roads") shown shaded in yellow on Exhibit A for pedestrian and passenger motor vehicle and truck access from public roadways to the Premises and from the Premises to public roadways. Landlord reserves the right to adjust the location of the Common Area Access Roads from time to time.

5.5 Taxes. "Taxes" shall mean all taxes and assessments, general and special, parking taxes, and all other impositions, ordinary and extraordinary, foreseen or unforeseen, of every kind and nature whatsoever, which may be levied, assessed, charged or imposed during the Term of this Lease upon the Property, or any part thereof, or upon any improvements at any time situated thereon or which may be imposed or assessed on Rent; provided, however, that Taxes levied against the Property for any calendar year falling within the Term shall be prorated between Landlord and Tenant as of the Commencement Date for the first year of the Term and as of the Expiration Date of the Term for the last year of the Term (on the basis of Landlord's reasonable estimate thereof). Taxes shall also include fees and costs incurred by Landlord during or prior to the Term for the purpose of contesting or protesting tax assessments or rates, to the extent such fees and costs relate to savings realized during the Term of the Lease and any extension thereof. Tenant may take the benefit of the provisions of any statute or ordinance permitting any assessment to be paid over a period of years, and Tenant shall be obligated to pay only those installments falling due during the Term of this Lease. Taxes shall also include any personal property taxes imposed upon the furniture, fixtures, machinery, equipment, systems and appurtenances of Landlord and located on the Property. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant. If any of Tenant's personal property is taxed with the Property, Tenant shall pay Landlord the taxes for the personal property as part of Operating Expenses. All references to Taxes "for" a particular year shall be deemed to refer to Taxes paid or payable during such calendar year. If the Taxes for the Property are assessed along with other land and buildings outside of the Property, then such Taxes shall be allocated among the properties based on square footage in the buildings as appropriate for the circumstances as reasonably determined as appropriate by Landlord. Tenant hereby consents to such allocation provided that the allocation shall be equitable and applied on a consistent basis. Taxes shall not include (a) any estate, inheritance, devolution, succession, transfer, legacy or gift tax which may be imposed upon or with respect to any transfer of Landlord's interest in the Premises; and (b) any net income tax levied upon or against Landlord's income from all sources.

5.6 Alternative Taxes. If at any time during the Term the method of taxation prevailing at the commencement of the Term hereof shall be altered so that any new tax (which shall not include any business privilege or similar tax), assessment, levy, imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Lease or the Property or the Rent or additional rent or other income therefrom, and shall be imposed upon Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof, to the extent that they are so measured or based, shall be deemed to be included within the definition of Taxes for the purposes hereof to the extent that such Taxes would be payable if the Property were the only property of Landlord subject to such Taxes, and Tenant shall pay and discharge the same as herein provided in respect of the payment of Taxes. There shall be excluded from Taxes all federal, state and local income taxes, federal excess profit taxes, franchise taxes, capital stock taxes, and federal or state estate or inheritance taxes of Landlord.

5.7 Operating Expense, CAM and Taxes Amounts Payments. On or before the first day of each and every month of the Term, Tenant shall pay Landlord a sum equal to one-twelfth (1/12) of the last ascertainable amount (or at Landlord's election, a sum equal to one-twelfth (1/12) of Landlord's reasonable estimate of the current amount) of the Operating Expense, CAM and Taxes Amount for the applicable calendar year for both the Property and the Park, which monthly payments shall be held by Landlord and shall be used to the extent thereof to pay as the same become due and payable. Prior to or promptly after the beginning of each calendar year during the Term, Landlord shall deliver to Tenant a written estimate of the Operating Expense, CAM and Taxes Amount to be paid by Tenant during each such calendar year. Landlord shall have the right to adjust the required amount of said monthly estimate to an amount necessary, in Landlord's reasonable estimate, to ensure that there will be a sufficient amount on deposit to pay the Operating Expense, CAM and Taxes Amount. The adjusted monthly payment shall not limit or alter Tenant's obligation to pay Operating Expense, CAM and Taxes Amount; provided, however, that said amounts shall be fully utilized by Landlord for the payment of Operating Expenses, CAM, and Taxes. The amount of the payments shall be readjusted annually upon Landlord's receipt of accurate information, to reflect the actual amount of Operating Expenses, CAM, and Taxes for such calendar year. The first year of the Operating Expense, CAM and Taxes Amount is currently estimated to be Seventy-Eight Thousand Four Hundred Eighty-Nine and 16/100 Dollars ($78,489.16); provided that the foregoing is only an estimate and such amount may vary as provided and permitted herein.

5.8 Reconciliation. To the extent such information had not been previously provided to Tenant, as soon as practical after the close of each calendar year, Landlord shall deliver to Tenant a statement of that year's actual Operating Expenses, CAM, and Taxes ("Reconciliation Statement"). Unless Tenant delivers a written notice of objection within sixty (60) days after receipt of the Reconciliation Statement (or, if Tenant timely exercises its right to examine Landlord's books and records under Section 5.9, within the time period for delivery of an Objection Notice set forth therein), such Reconciliation Statement shall be binding upon Tenant. If the total amount of the actual Operating Expense, CAM and Taxes Amount is more than the estimated payments for same for such calendar year made by Tenant, then Tenant shall pay the deficiency to Landlord within thirty (30) days after Tenant's receipt of the Reconciliation Statement. If the total amount of the actual Operating Expense, CAM and Taxes Amount is less than the estimated payments for same for such calendar year made by Tenant, then, Landlord shall provide Tenant with a Rent credit in the amount of the overage with respect to the immediately upcoming Lease Year's Operating Expense, CAM and Taxes Amount. Landlord and Tenant's obligations under this Article 5.8 shall survive the expiration of the Lease. Notwithstanding anything to the contrary in this Lease, Landlord shall have no right to bill, collect, or otherwise recover from Tenant any reconciliation, adjustment, or additional charge (including for Operating Expenses, Taxes, CAM, or other pass-through amounts) more than eighteen (18) months after the month in which the applicable amount was first billed or reasonably should have been billed to Tenant.

5.9 Books and Records. Landlord shall maintain books and records showing Operating Expenses, CAM and Taxes in accordance with sound accounting and management practices, and such books and records shall be kept at Landlord's offices. Tenant or its representative shall have the right to examine Landlord's books and records showing Operating Expenses upon reasonable prior notice (the "Review Notice") and during normal business hours at Landlord's office, at any time within ninety (90) days following the furnishing by Landlord to Tenant of the Reconciliation Statement. Within sixty (60) days after the records are made available to Tenant, Tenant shall have the right to give Landlord written notice (an "Objection Notice") stating in reasonable detail any objection to the Reconciliation Statement for that year. If Tenant fails to give Landlord an Objection Notice within the 60-day period or fails to provide Landlord with a Review Notice within the 90-day period described above, Tenant shall be deemed to have approved the Reconciliation Statement and shall be barred from raising any claims regarding the Operating Expenses for that calendar year. Any party(ies) retained by Tenant to inspect Landlord's books of account and records shall not be compensated on a contingency fee basis. If Tenant provides Landlord with a timely Objection Notice, Landlord and Tenant shall work together in good faith to resolve any issues raised in Tenant's Objection Notice. If Landlord and Tenant determine that Operating Expenses, CAM and Taxes for the applicable year are less than reported, Landlord shall provide Tenant with a credit against the next installment of Rent in the amount of the overpayment by Tenant; if no such installment is next due, such excess shall be refunded by Landlord to Tenant within thirty (30) days. If the overcharge exceeds, in the aggregate, five percent (5%) of Tenant's actual Proportionate Share for such calendar year, Landlord shall also reimburse Tenant for the reasonable costs of conducting the audit, up to a maximum of Two Thousand Five Hundred and 00/100 Dollars ($2,500.00). Likewise, if Landlord and Tenant determine that Operating Expenses, CAM and Taxes for the applicable year are greater than reported, Tenant shall pay Landlord the amount of any underpayment within thirty (30) days. The records obtained by Tenant shall be treated as confidential. In no event shall Tenant be permitted to examine Landlord's records or to dispute any Reconciliation Statement unless Tenant has paid and continues to pay all Rent when due.

5.10 Representations and Warranties. Tenant agrees and acknowledges that Landlord has made no representation, warranty or guaranty relating to the amount of the Operating Expenses, CAM and Taxes. Tenant has had an opportunity to consult with Landlord with respect to the Operating Expenses, CAM and Taxes projected for the operation of the Property but has not relied upon any statements or representations of Landlord or any agent or affiliate of Landlord in regard thereto in executing this Lease and agreeing to perform the terms and covenants hereof and shall make no claims against Landlord based thereon.

5.11 Cap on Controllable Expenses. Notwithstanding anything to the contrary contained in this Lease, and solely for the benefit of Tenant and not for the benefit of any other tenant or third-party, the portion of Operating Expenses consisting of Controllable Expenses (as defined below) for any calendar year (the "Applicable Calendar Year"), commencing with the calendar year immediately following the first full calendar year falling within the Term, shall not exceed an amount determined by increasing the Controllable Expenses for the first full calendar year falling within the Term at the rate of five percent (5%) per year compounded and cumulative through the Applicable Calendar Year. "Controllable Expenses" shall mean those Operating Expenses except for those Operating Expenses relating to (i) Taxes, (ii) insurance, (iii) utilities, (iv) expenses that are required by applicable Legal Requirements, (v) snow and ice removal, (vi) natural disasters and emergency responses, (vii) intentionally deleted, (viii) any modifications in the scope of services or the quantity of services that are the result of a request of Tenant, and (ix) union prevailing wages. Notwithstanding the foregoing, the portion of Operating Expenses consisting of management fees for any Applicable Calendar Year, commencing with the calendar year immediately following the first full calendar year falling within the Term, shall not exceed an amount determined by increasing the management fees for the first full calendar year falling within the Term at the rate of three percent (3%) per year compounded and cumulative through the Applicable Calendar Year. Such limitation on Controllable Expenses shall not limit or otherwise affect Tenant's obligations regarding the payment of any other component of Rent under this Lease.

ARTICLE 6
USE OF PREMISES

6.1 Permitted Uses. Tenant shall use and occupy the Premises for the Permitted Uses described in Article 1.10 and for uses incidental thereto, but for no other purpose without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Tenant shall be responsible for verifying with the applicable governmental authorities that Tenant's intended use of the Premises is permitted under applicable Legal Requirements. Tenant shall disclose to Landlord the type of products that are stored and distributed from the Premises, but only if the same constitute Hazardous Materials (as defined in Section 27.1 hereof); provided, however, that the foregoing disclosure obligation shall not apply to Hazardous Materials that are (a) used, stored, or disposed of in the ordinary course of Tenant's business operations for the Permitted Uses and in compliance with all applicable Environmental Laws, (b) customary consumer, office, or janitorial products maintained in quantities typical for a commercial or industrial occupant, or (c) maintained in quantities below applicable reporting thresholds under Environmental Laws. Tenant shall limit, or cause to be limited, the height of all items located within the Premises, including, without limitation, all shelving, racking pallets, and other installations and all items stored or otherwise situated thereon or therein, to be eighteen (18) inches, or more, below the bottom point of all sprinkler heads at the Premises.

6.2 Prohibited Uses. Notwithstanding anything contained herein to the contrary, Tenant shall not use or permit the Premises to be used in any manner which would (a) be contrary to any Legal Requirements; (b) violate any certificate of occupancy affecting the Property; (c) cause injury to the Property; (d) cause the value or usefulness of the Property or any part thereof to diminish; (e) constitute a public or private nuisance or waste, produce undue noise, create obnoxious fumes or odors; (f) render the insurance on the Property void or the insurance risk more hazardous or create any defense to payment, and Tenant agrees that it will promptly, upon discovery of any such use, take all necessary steps to compel the discontinuance of such use; or (g) any purpose which, in Landlord's sole judgment, is hazardous or detrimental to persons or property.

6.3 Floor Load/Damage. Tenant shall not place a load upon any floor in the Building which exceeds the floor load per square foot which such floor was designed to carry. Landlord may require that Tenant distribute the position of all heavy installations or loads which Tenant wishes to place in the Building portion of the Premises. All damage to the Premises caused by moving the property of Tenant into, or out of, the Building portion of the Premises, and all damage done by Tenant, or the agents, employees, invitees, and visitors of Tenant, shall be repaired or replaced by Landlord, at Tenant's sole cost and expense. Tenant acknowledges and agrees that the floor load of the Premises is sufficient and appropriate for Tenant's intended use of the Premises.

6.4 Existing Racking. Landlord may require all racking to be located in such areas within the Premises so as to not interfere with any sprinkler systems and, depending upon the type of product stored on the racking, the sprinkler system may be required to run in the racking.

6.5 Adverse Possession. Tenant shall not cause, suffer or permit the Premises or any portion thereof to be used by Tenant, any third party or the public, as such, without restriction or in such manner as might reasonably tend to impair Landlord's title to the Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or third persons, or of implied dedication of the Premises or any portion thereof. Nothing contained herein and no action or inaction by Landlord shall be deemed or construed to mean that Landlord has granted to Tenant any right, power or permission to do any act or make any agreement that may create, give rise to or be the foundation for any such right, title, interest, lien, charge or other encumbrance upon the estate of Landlord in the Premises.

6.6 Parking. Tenant, and its employees, guests and invitees, shall have the non-exclusive right to use the parking spaces on the Property for personal vehicles only, free of charge during the Term of the Lease. Landlord and Tenant acknowledge that the Premises shall include parking areas striped for at least fifty (50) standard passenger vehicles. Landlord and Tenant shall work together in good faith to determine the most efficient and mutually acceptable parking layout for Tenant's operations, which may include re-striping, reconfiguration of existing parking spaces, and/or modification of parking areas to accommodate Tenant's operational needs, including trailer parking, if applicable. Landlord shall be responsible for the cost of any parking lot reconfiguration, re-striping or repairs required to implement the agreed-upon parking layout, provided that such changes are not necessitated by Tenant's negligence or misuse of the parking areas. Tenant's parking rights are in common with the parking rights of any other tenant of the Building, and Tenant is not entitled to any reserved parking spaces. Tenant's parking rights are the personal rights of Tenant, and Tenant shall not transfer, assign or otherwise convey its parking rights separate and apart from this Lease. Landlord shall not be responsible for enforcing Tenant's parking rights against any third parties. Landlord shall not be liable for any claims, losses, damages, expenses or demands with respect to any vehicles of Tenant or its employees that are parked in the parking area, or with respect to the contents thereof, or with respect to any injury to persons or property; Tenant agrees to indemnify, defend, protect and hold Landlord harmless from and against any such claim, loss, damage, demand, cost or expense (including, without limitation, reasonable attorneys' fees and expenses). Tenant agrees to comply with the Building Rules which Landlord may promulgate from time to time with respect to use of the parking areas on the Property.

6.7 Outdoor Testing Area. In addition to Tenant's parking rights as within the existing parking areas serving the Premises as provided in the immediately preceding sentence, Tenant may have the right to use up to approximately 6,000 square feet of outdoor space in the overflow parking lot at the eastern end of the Property, pursuant to a separate written license agreement to be mutually agreed upon by Landlord and Tenant.

ARTICLE 7
UTILITIES AND SERVICES

7.1 Utilities and Services. Tenant shall purchase all utility services, including, but not limited to, fuel, water, sewerage and electricity, which shall be separately metered from the Premises, from the utility or municipality providing such service, and shall pay for such services when such payments are due from the municipality, utility or Landlord in the case of a sub-meter, or any applicable third-party service provider, together with any administrative fees imposed by Landlord for any of the foregoing that are handled by or on behalf of Landlord. Tenant agrees that, except as otherwise expressly provided herein, Landlord and its employees and agents shall not be liable in damages, by abatement of Rent or otherwise, for failure, delay or interruption of any utility services; and no such failure, delay or interruption shall ever be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises or relieve Tenant from paying Rent or performing any of its obligations under this Lease. Tenant shall store all trash and garbage in a trash dumpster or similar container reasonably approved by Landlord; and Tenant shall arrange for the regular pick-up of such trash and garbage at Tenant's expense. Tenant acknowledges that Landlord shall not be providing any security service to the Premises, and that the monitoring, maintenance and operation of any security systems or devices located in or furnished to the Premises shall be the sole responsibility of Tenant.

7.2 Regulations Regarding Utilities and Services. Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises. Landlord shall receive the benefit of any credits or rebates that are available from any utility company in connection with any improvements performed by Landlord in the Premises, including but not limited to the installation of any lighting in the Premises, and upon Landlord's request, Tenant shall complete and deliver the documentation necessary for Landlord to obtain such credits or rebates. Throughout the Term, Landlord and its contractors shall have free access to any and all mechanical, electrical and communications installations and all utilities, and Tenant agrees that there shall be no construction of partitions or other obstructions which might interfere with access to or the moving of servicing equipment to or from the enclosures containing said installations. Tenant further agrees that neither Tenant nor its employees, agents, licensees, invitees or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

7.3 Reporting. Tenant shall provide to Landlord, within ten (10) days after Landlord's request therefor, such information as Landlord may specify in its request as necessary to monitor and document the consumption and usage of utilities within the Premises, including, without limitation, copies of utility bills for those utilities that are separately metered or sub-metered to the Premises. Additionally, Tenant hereby authorizes Landlord and/or its property manager to contact Tenant's utility providers when and as needed to obtain usage data for the Premises, and Tenant shall reasonably cooperate with Landlord in its efforts to obtain such data from the provider. Without limitation of the foregoing, Tenant agrees to execute and deliver to Landlord, within ten (10) days after Landlord's request, such form(s) of release or authorization as the particular utility provider may require to authorize Landlord to obtain information regarding Tenant's utility usage from such provider. In addition, if Landlord elects to cause the Premises to be separately metered or sub-metered for all or any utilities, Landlord shall have the right to install such separate meter or sub-meter, at Landlord's sole cost and expense, and Landlord and its employees, agents and contractors shall have the right to enter the Premises for the purpose of such installation(s).

ARTICLE 8
CONDITION OF PREMISES; COMPLIANCE WITH LEGAL REQUIREMENTS

8.1 Possession. Except as otherwise provided as part of Landlord's Work, Tenant is taking possession of the Premises in its current "As Is/Where Is" condition. Tenant's taking possession of the Premises or any portion thereof shall be conclusive evidence against Tenant that the portion of the Premises taken possession of was then in good order and satisfactory condition. No promises of Landlord to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof have been made, and no representation respecting the condition of the Premises has been made to Tenant by or on behalf of Landlord, except as otherwise provided herein. Notwithstanding the foregoing, Landlord hereby covenants that on the date that Landlord's Work is Substantially Complete: (i) the electrical, mechanical, lighting, HVAC, plumbing and life safety systems, dock levelers, plates and doors in the Premises (the "Building Systems") shall be in good working order for a period of one (1) year following such date ("Warranty Period"), (ii) the portion of the Premises comprising the office space has been professionally cleaned and the entire Premises will be turned over to Tenant in broom swept condition, and (iii) the Premises shall be in material compliance with Legal Requirements (as hereinafter defined) that are applicable to the Building generally (i.e., without regard to Tenant's particular use). Prior to execution of this Lease, Landlord and Tenant shall jointly conduct a walk-through inspection of the Premises, including all doors, windows, paneling, exterior glass, sprinkler systems, dock doors, dock equipment, and all other Building Systems for which Tenant will assume maintenance responsibility under Article 13.1 (the "Pre-Occupancy Inspection"). Landlord shall, at Landlord's sole cost and expense, engage a qualified third-party contractor selected by Tenant from three (3) such contractors proposed by Landlord to prepare a written report documenting the condition of such items (the "Inspection Report"). Any items identified in the Inspection Report as requiring repair or replacement to achieve good working order shall be completed by Landlord, at Landlord's sole cost and expense, prior to the Commencement Date. The Warranty Period shall apply to all items covered by the Pre-Occupancy Inspection.

8.2 Compliance with Legal Requirements. Tenant shall at its sole cost and expense comply with, and Tenant's use of the Premises shall be subject to compliance with, the following (collectively, "Legal Requirements"): (i) all federal, state, county, municipal and other governmental and quasi-governmental statutes, laws, rules, orders, regulations and ordinances (collectively, "Laws") affecting the Premises or any part thereof, or the use thereof, including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, (ii) any easement agreements, declarations, covenants, conditions and/or restrictions which may now or hereafter affect the Premises, and (iii) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Premises. Tenant shall comply with the requirement of all policies of public liability, fire and other insurance which at any time may be in force with respect to the Premises. Tenant assumes responsibility for compliance of the Premises with any and all applicable laws, regulations and building codes governing non-discrimination and public accommodations and commercial facilities ("Public Accommodation Laws") including, without limitation, the requirements of the Americans with Disabilities Act, 42 USC 12-101 and all regulations and promulgations thereunder, but solely to the extent such compliance is required as a result of Tenant's particular use of, or Alterations to, the Premises. Tenant, at Tenant's sole cost and expense, shall complete any and all alterations, modifications or improvements to the Premises necessary in order to comply with all Public Accommodation Laws during the Term of this Lease to the extent triggered by Tenant's particular use or Alterations; provided, however, that Landlord shall be solely responsible, at Landlord's sole cost and expense, for (a) any non-compliance with Public Accommodation Laws existing as of the Commencement Date (including, without limitation, ADA-compliant paths of travel, accessible entries, and common area accessibility), and (b) any compliance obligations that are not triggered by Tenant's particular use of or Alterations to the Premises. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any and all claims, liabilities, fines, penalties, losses and expenses, including attorney's fees, arising in connection with Tenant's failure to comply with the provisions of this Article.

ARTICLE 9
RETURN OF PREMISES

9.1 Waiver of Landlord Tenant Act. TENANT EXPRESSLY WAIVES TO LANDLORD THE BENEFIT TO TENANT OF 68 P.S. SECTION 250.501, BEING SECTION 501 OF THAT ACT, APPROVED APRIL 6, 1951, ENTITLED "LANDLORD AND TENANT ACT OF 1951", AS MAY BE AMENDED FROM TIME TO TIME, REQUIRING NOTICE TO QUIT UPON THE EXPIRATION OF THE TERM OF THIS LEASE OR AT THE EXPIRATION OF ANY EXTENSION OR RENEWAL THEREOF, OR UPON ANY EARLIER TERMINATION OF THIS LEASE.

9.2 Surrender of Possession. At the termination of this Lease by lapse of time or otherwise or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and deliver all keys to the Premises to Landlord and make known to Landlord the combination of all locks of vaults then remaining in the Premises, and shall, subject to the terms of Articles 9.3, 9.4 and 14 hereinafter, return the Premises and all equipment and fixtures of Landlord therein to Landlord in as good condition as when Tenant originally took possession, ordinary wear and tear, loss or damage by fire or other insured casualty, condemnation and damage resulting from the act of Landlord or its employees and agents excepted, and in accordance with the Move-Out Standards set forth in **Exhibit E** to this Lease, failing which Landlord may restore the Premises and such equipment and fixtures to such condition and Tenant shall pay the cost thereof to Landlord on demand.

9.3 Installations and Additions. All Alterations (as hereinafter defined) and any other installations, additions, partitions, hardware, light fixtures, doors, docks, dock doors, nontrade fixtures and improvements, temporary or permanent ("Tenant Installations"), except movable furniture, trade fixtures, racking and equipment belonging to Tenant, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property upon the Expiration Date and shall remain upon the Premises, all without compensation, allowance or credit to Tenant; provided, however, that Tenant shall be required to remove only those Alterations designated as Specific Removals (as defined in Article 14). If Landlord fails to designate an Alteration as a Specific Removal at the time of granting consent pursuant to Article 14, such Alteration shall become the property of Landlord and shall be surrendered with the Premises. Tenant, at Tenant's sole cost and expense, shall promptly remove all Specific Removals and repair any damage to the Premises caused by such removal, failing which Landlord may remove the same and repair the Premises, and Tenant shall pay the cost thereof to Landlord on demand. At the sole option of Landlord, Tenant shall leave in place any floor covering without compensation to Tenant, or Tenant shall remove any floor covering and shall remove all fastenings, paper, glue, bases or other vestiges and restore the floor surface to its previous condition or shall pay to Landlord upon demand the cost of restoring the floor surface to such condition. If Tenant attaches equipment to the concrete floor by anchor bolts, Tenant shall attach such equipment using the DeWalt Hex Head Screw-Bolt+ system. Each DeWalt Hex Head Screw-Bolt+ system shall be installed pursuant to the instructions under Section 1.A. on **Exhibit F** attached hereto and made a part hereof. If Tenant cannot attach its equipment with the DeWalt Hex Head Screw-Bolt+ system, then Tenant may utilize an alternate anchor bolt system upon Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed but may be conditioned. Upon the expiration or early termination of the term of this Lease, Tenant shall remove the DeWalt Hex Head Screw-Bolt+ system pursuant to the instructions under Section 1.B. on **Exhibit F** or the alternate bolts pursuant to the instructions under Section 1.C. on **Exhibit F**, whichever is applicable. Any and all such equipment, fixtures and other property which shall remain on the Premises for more than ten (10) days after the termination of this Lease, shall at Landlord's option be deemed abandoned by Tenant and become the sole property of Landlord, or may be removed by Landlord in which case Tenant shall pay or reimburse Landlord for the cost of such removal and of repairing any and all damage to the Premises caused thereby.

9.4 Trade Fixtures and Personal Property. Tenant shall also remove Tenant's furniture, machinery, racking systems, safes, trade fixtures and other items of movable personal property and equipment of every kind and description from the Premises and restore any damage to the Premises caused thereby, such removal and restoration to be performed prior to the end of the Term or ten (10) days following termination of this Lease or Tenant's right of possession, whichever might be earlier. If Tenant fails to remove such items, Landlord may do so and thereupon the provisions of Article 19.7 shall apply, and Tenant shall pay to Landlord upon demand the cost of removal and of restoring the Premises.

9.5 Survival. All obligations of Tenant under this Article 9 shall survive the expiration of the Term or sooner termination of this Lease.

ARTICLE 10
HOLDING OVER

If Tenant continues to occupy the Premises after the expiration or other termination of this Lease or the termination of Tenant's right of possession, with or without Landlord's written consent, such occupancy shall be that of a tenancy at sufferance. Tenant shall, throughout the entire holdover period, be subject to all the terms and provisions of this Lease and shall pay for its use and occupancy an amount (on a per month basis without reduction for any partial months during any such holdover) equal to 125% of the Base Rent due under this Lease for the last full month of the Term hereof during the first sixty (60) days of holdover, and equal to 150% of the Base Rent due under this Lease for the last full month of the Term hereof thereafter, plus, in each case, 100% of the Operating Expense, CAM and Taxes Amount. Tenant shall also pay all damages sustained by Landlord by reason of Tenant's holding over; provided, however, that in no event shall Landlord be entitled to consequential, punitive, or special damages arising from Tenant's holdover for the first thirty (30) days of any holdover period. Acceptance by Landlord of Rent after such termination shall not of itself constitute a renewal. Nothing contained in this Article shall be construed or operate as a waiver of Landlord's right of reentry or any other right or remedy of Landlord.

ARTICLE 11
RULES AND REGULATIONS

Tenant agrees to observe and not to interfere with the rights reserved to Landlord contained in Article 12 hereof and agrees, for itself, its employees, agents, contractors, invitees and licensees, to comply with the rules and regulations and such other rules and regulations as may be adopted by Landlord pursuant to Article 12.1(f) hereof as well as any declarations, covenants, restrictions or other matters binding on the Premises, whether or not recorded. Any violation by Tenant of any of the rules and regulations contained in any Article of this Lease, or as may hereafter be adopted by Landlord pursuant to Article 12.1(f) hereof, may be restrained; but, whether or not so restrained, Tenant acknowledges and agrees that it shall be and remain liable for all damages, loss, costs and expenses resulting from any violation by Tenant of any of said rules and regulations. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce said rules and regulations or the terms, covenants and conditions of any other lease against any other persons, and Landlord and its beneficiary shall not be liable to Tenant for violation of the same by any other person.

ARTICLE 12
RIGHTS RESERVED TO LANDLORD AND TENANT

12.1 Rights Reserved to Landlord. Landlord reserves the following rights, exercisable without notice (except as may otherwise be set forth below) and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for setoff or abatement of Rent or affecting any of Tenant's obligations under this Lease:

(a) to install and maintain signs on the exterior of the Building or on the Land;

(b) to retain at all times, and to use in appropriate instances, pass keys to the Premises;

(c) to exhibit the Premises at reasonable hours, including to prospective purchasers, lenders and/or insurers, and to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises, and for a period commencing nine (9) months prior to the end of the term of this Lease, for the purpose of exhibiting the same to prospective tenants; provided, however, that neither such entry nor such signs shall unreasonably interfere with Tenant's reasonable use of the Premises;

(d) upon reasonable prior notice to Tenant (or immediately in the case of an emergency), to access the Premises at reasonable hours for reasonable purposes, including inspection, installing, repairing, and removing utility and mechanical facilities below the roof, above the ceilings, and below floors, and in Common Areas; provided, that Landlord will conduct its access of the Premises in a manner so as to not unreasonably interfere with Tenant's reasonable use of the Premises;

(e) in case of fire, invasion, insurrection, mob, riot, civil disorder, public excitement or other commotion, or threat thereof, Landlord reserves the right to limit or prevent access to the Premises during the continuance of the same, shut down elevator service (if applicable), activate elevator emergency controls (if applicable), or otherwise take such action or preventive measures deemed necessary by Landlord for the safety or security of the occupants of the Premises or the protection of the Premises. Tenant agrees to cooperate in any reasonable safety or security program developed by Landlord;

(f) from time to time to make and adopt such reasonable rules and regulations, in addition to or other than or by way of amendment or modification of the rules and regulations contained in other Articles of this Lease, for the protection and welfare of the Premises and its occupants, as Landlord may determine, and Tenant agrees to abide by and comply with all such rules and regulations; and

(g) Landlord reserves for itself, and all of its other tenants, the use of the access roads and of the utilities within said roads, and the right to make additional connections to said roads and utilities as Landlord may deem necessary, without causing unreasonable interference with the operations of Tenant.

12.2 Use of Roof. Landlord reserves to itself all rights to the improvements and air rights above the Building, and Landlord reserves the right to use the surface of the roof of the Building in any manner which does not materially interfere with Tenant's use of the Premises, including, but not limited to, installation (and related maintenance, repair and replacement from time to time) of telecommunication equipment, solar equipment, wind power equipment, fuel cells, battery storage, distributed technologies or any other uses, and Landlord may remove and replace all or a portion of the roof in connection with the foregoing; provided, however, that Landlord shall provide Tenant with at least thirty (30) days' advance written notice of any such installation and shall use commercially reasonable efforts to minimize disruption to Tenant's operations. Tenant agrees to cooperate with Landlord in the event that Landlord desires to provide a source of renewable energy to serve the Premises, such as solar or wind power. Without limiting the foregoing, Tenant shall, upon request, (i) provide Landlord with its actual and estimated future energy consumption needs, (ii) if the Premises is separately metered, enter into a reasonable power purchase agreement with Landlord or the generator of the renewable energy source, provided that Tenant shall not be obligated to pay more than it pays the utility company or other entity providing service to the Premises, (iii) in connection with any such renewable energy source, enter into a reasonable net meter arrangement with the utility company or other entity providing service to the Premises, (iv) permit Landlord and/or the installation company access to the Premises to permit connection of the renewable energy system and net meter to the electrical facilities serving the Premises, and (v) permit Landlord and/or utility company or other entity to create connections between the Building and the applicable utility main lines and/or service lines to the Property or Commerce Park. Notwithstanding the foregoing, Tenant shall not be obligated to purchase energy generated by any renewable energy system installed by Landlord, but may elect to do so if the rate does not exceed the rate charged by the utility company or other entity providing service to the Premises. Landlord and its agents or contractors and/or other tenants in the Building, and their agents or contractors, shall have the right, with 24 hours prior notice to Tenant, or immediately in the case of an emergency, to access the Premises for the purpose of using the ladder and roof hatch that is located in the Premises, if applicable, to obtain access to the roof and equipment on the roof for any reason. Such access shall be subject to the reasonable security policies and procedures of Tenant. If, with the written consent of Landlord (which shall not be unreasonably withheld or delayed, but may be conditioned in Landlord's sole discretion) any of Tenant's equipment is mounted on the roof for Tenant's benefit, then Landlord shall have no responsibility therefor, and Tenant shall only access such equipment in strict compliance with Landlord's requirements, including using Landlord's contractor if required by Landlord.

12.3 Secured Areas. Tenant may designate any portion of the Premises as a "Secured Area" from time to time, including areas for MDF and inventory, if such area contains confidential, proprietary, trade secret, regulated, or sensitive information, materials, equipment, systems, or processes of Tenant or its affiliates (collectively, "Confidential Property"). Tenant shall notify Landlord in writing of the general location of any Secured Area (which notice may be updated from time to time); provided, however, that Tenant shall not be required to disclose the nature of the Confidential Property located therein.

12.4 Restricted Access. Except as expressly provided below, Landlord and Landlord's agents, employees, contractors, or representatives shall not enter any Secured Area without (i) Tenant's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed; and (ii) compliance with Tenant's reasonable security, confidentiality, and access procedures, including registration, escort requirements, and confidentiality undertakings.

12.5 Permitted Entries. Notwithstanding Section 12.4, Landlord may enter a Secured Area only under the following circumstances:

(a) Emergency. In the event of an emergency posing an imminent threat to persons or property, Landlord may enter a Secured Area without prior consent, provided that Landlord (i) limits entry to the extent reasonably necessary to address the emergency, and (ii) provides notice to Tenant as soon as reasonably practicable;

(b) Required by Law. If entry is required by applicable law, governmental authority, or court order, Landlord shall, to the extent legally permitted, provide Tenant with prior notice and cooperate with Tenant to minimize disruption and exposure of Confidential Property; and

(c) Scheduled Maintenance Affecting Secured Areas. For non-emergency maintenance that unavoidably requires access to a Secured Area, Landlord shall provide reasonable advance written notice, and such entry shall be subject to Tenant's reasonable access procedures and supervision.

12.6 Confidentiality. Landlord agrees that it shall not access, review, photograph, copy, remove, or disclose any Confidential Property and shall maintain the confidentiality of any information inadvertently observed during entry. Landlord shall be responsible for any breach of this Section by Landlord or any agent, employee, contractor, or representative of Landlord (each, a "Landlord Party"). Landlord acknowledges that Tenant's activities within Secured Areas may involve highly sensitive intellectual property and regulated materials. Landlord shall not, and shall cause all Landlord Parties not to, (i) observe, inspect, photograph, copy, sample, remove, or interfere with any Confidential Property, or (ii) disclose any information inadvertently observed during access. Landlord shall be fully responsible for any breach of this Section by any Landlord Party.

12.7 No Interference; No System Disruption. Landlord shall not disable, test, interrupt, or modify any security systems, access controls, HVAC systems, environmental controls, utilities, data connections, or monitoring systems serving any Secured Area without Tenant's prior written consent, except in an emergency.

12.8 No Waiver of Quiet Enjoyment. Nothing in this Article 12 shall be deemed to limit Tenant's right to quiet enjoyment of the Premises or Landlord's obligation to avoid unreasonable interference with Tenant's business operations.

ARTICLE 13
MAINTENANCE

13.1 Maintenance Obligations. Except as otherwise expressly set forth in Article 13.3 below and subject to the Warranty (as defined below), Tenant shall keep in good condition, and maintain, repair and replace as necessary, the interior non-structural portions of the Premises, and all doors, windows, paneling and exterior glass, the heating, ventilating and air conditioning equipment exclusively serving the Premises (the "HVAC"), the mechanical, electrical, plumbing, sprinkler, and all other Building Systems from the point of connection within the Premises, sewer, water and other utility systems from the point of connection within the Premises, and dock doors and dock equipment. As used herein, each and every obligation of Tenant to keep, maintain, repair and replace shall include, without limitation, all ordinary and extraordinary non-structural repairs and replacements from the point of connection within the Premises. As to any repairs costing in excess of $10,000, and as to any replacements whatsoever, Tenant shall, in connection therewith, comply with the requirements of Article 14 hereof. Tenant shall, to the extent possible, keep the Premises from falling temporarily out of repair or deteriorating. Notwithstanding the foregoing, in the event that any item maintained by Tenant pursuant to this Section 13.1 (including, without limitation, doors, windows, paneling, exterior glass, sprinkler systems, and dock doors and dock equipment) requires capital replacement or capital repair (as distinguished from routine repair or maintenance), Landlord shall be responsible for performing such capital replacement or capital repair, and Tenant shall reimburse Landlord only for Tenant's prorated share of the cost attributable to the remaining Term, calculated by amortizing the cost of such replacement or repair over the useful life of the applicable component at an interest rate of eight percent (8%) per annum. If Tenant fails to perform any required work hereunder, Landlord may, but shall have no obligation to, elect to make any or all repairs on Tenant's behalf at Tenant's sole cost and Tenant shall pay Landlord, on written demand, the cost thereof and an amount equal to five percent (5%) of such cost as Landlord's overhead and supervision fee. If Tenant requests that Landlord perform any work required herein or otherwise desired by Tenant, Tenant shall pay the cost thereof, and, in addition, Tenant shall pay to Landlord an overhead and supervision fee.

13.2 Maintenance Contracts. Without limiting Tenant's obligations under Article 13.1 hereof, Tenant shall, at all times during the Term of this Lease, have and keep in force maintenance contracts, in form and with a contractor satisfactory to Landlord (collectively, "Maintenance Contracts"), providing for: (i) inspection at least quarterly of the HVAC, and providing for necessary maintenance thereof and repairs thereto, (ii) inspection at least quarterly of the life safety systems, and providing for necessary maintenance thereof and repairs thereto, and (iii) inspection of any elevator lifts at least at such on-going time intervals as is required by applicable Laws, and providing for necessary maintenance thereof and repairs thereto. The Maintenance Contracts must become effective within thirty (30) days of the date Tenant takes possession of the Premises, and shall provide that none will be cancellable by either party thereto except upon thirty (30) days' prior written notice to Landlord. Tenant shall deliver to Landlord: (1) copies of inspection reports from the maintenance contractor performing inspections under the applicable Maintenance Contract within twenty (20) days after the date of such inspection, and (2) copies documenting any maintenance or repairs made by the maintenance contractor within twenty (20) days after the date of service. If Tenant does not fulfill its obligations under this Article 13, Landlord may, but need not, perform such services and make such repairs and replacements, and Tenant shall pay Landlord the actual cost thereof, plus Landlord's overhead and related expenses, forthwith upon being billed for same.

13.3 Landlord Obligations. Notwithstanding anything contained in this Article 13 to the contrary, Landlord shall perform the maintenance, repair and replacement of the structural aspects of the Building and the Building Systems (except for Tenant's obligations with respect to the Building Systems servicing the Premises from the point of connection within the Premises) all in good first-class condition throughout the Term, and the following: the roof (and roof membrane) and the exterior walls of the Building (but specifically excluding doors, windows, paneling and exterior glass, which are the responsibility of Tenant), waterproofing and sealing, foundations, concrete floors (excluding floor coverings), fire alarm services, fire and life safety systems, underground pipes and sewer lines to the point of connection to the Premises, elevators and lifts, the parking area, driveway and sidewalks, snow and ice removal of the parking lot and sidewalks, and landscaping. Landlord's costs in performing such services shall be included in Operating Expenses to the extent permitted in Article 5.2 above, except that if any repairs or maintenance is necessitated by any action or omission or the negligence of Tenant (or Tenant's agents, employees, contractors, invitees or licensees), then, at Landlord's sole option, either (i) Tenant shall be solely responsible for such repairs or maintenance, or (ii) Landlord shall perform the required repairs and/or maintenance, at Tenant's sole cost and expense. Additionally, Landlord shall be responsible for the cost of the base fire panel, with Tenant remaining solely responsible for the alterations needed for Tenant's security system. Other than as expressly set forth in this Article 13.3, Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Premises. Landlord shall be responsible, at its sole cost, for any capital repairs required during the Warranty Period described in Section 8.1(i) herein, provided that Tenant has complied with its periodic maintenance obligations under this Lease. Following the expiration of such Warranty Period and provided Tenant has complied with its periodic maintenance obligations under this Lease, Landlord shall be responsible for all major repairs and capital replacement of any HVAC units or components serving the Premises. In the event Landlord replaces any HVAC unit or performs a capital repair, Tenant shall reimburse Landlord only for Tenant's prorated share of the cost attributable to the remaining Term, calculated by amortizing the cost of such repair or replacement over the useful life of the applicable unit or component at an interest rate of six percent (6%) per annum. In the event of a dispute as to whether a repair is capital or a replacement is needed, the parties shall use best efforts to mutually agree, however, if the parties cannot agree within thirty (30) days of one party's written notice to the other regarding such capital repair or replacement, then the parties shall each choose within five (5) business days a third-party engineer and the two third-party engineers shall mutually agree, within five (5) business days thereafter, on a third-party engineer whose determination as to whether the repair is capital in nature or replacement is necessary shall be binding on the parties. If any party does not timely choose a third-party engineer, the determination of the party's engineer who is chosen, shall be binding upon the parties.

13.4 Tenant Self-Help for Emergency Repairs. Notwithstanding the foregoing, in the case of a Tenant Emergency Situation, Tenant shall use reasonable efforts to give prior notice (which may be oral) of its performance, if reasonably feasible under the circumstances, but shall in all events give Landlord prompt notice of such Tenant Emergency Situation through the Prism software portal (or its replacement, as the case may be) and Tenant shall have the right to make such temporary, emergency repairs to those portions of the Premises which are Landlord's responsibility (but only to the extent reasonably necessary to prevent imminent threat of injury to persons or damage to Tenant's equipment, inventory, or other property at the Premises). As used herein, "Tenant Emergency Situation" means a situation involving an imminent threat of injury to persons or material damage to Tenant's equipment, inventory, or other property.

13.5 Reimbursement and Offset. Landlord shall reimburse Tenant for Tenant's reasonable and actual out-of-pocket costs incurred in connection with such emergency repairs within thirty (30) days after Tenant's delivery of written demand together with reasonable evidence of such costs. If Landlord fails to reimburse Tenant within such period, Tenant may withhold and offset (i.e., credit) the unreimbursed amount against Base Rent next due and thereafter until reimbursed in full.

ARTICLE 14
ALTERATIONS

Tenant shall not, without the prior written consent of Landlord (which consent shall not be unreasonably withheld, conditioned, or delayed), make any alterations, additions or improvements to the Premises (collectively, "Alterations") that affect the roof, structural components of the Building, or Building-wide mechanical, electrical, plumbing, or life-safety systems, or which exceed One Hundred Thousand and No/100 Dollars ($100,000.00) in cost in the aggregate in any twelve (12) consecutive month period during the Term; provided however, Tenant shall have the right to perform, without Landlord's consent, Alterations that are not visible from the exterior of the Premises, do not affect the roof, structural components, or Building systems, do not require a building permit, and the cost of which does not exceed One Hundred Thousand and 00/100 Dollars ($100,000.00) in any one instance ("Non-Consent Alterations"), provided that at least ten (10) business days' advance notice has been given to Landlord in each instance. Alterations shall include the installation of racking in the Premises. If Landlord consents to the installation of racking, Landlord may require the racking to be located in such areas within the Premises so as to not interfere with any sprinkler systems and, depending upon the type of product stored on the racking, the sprinkler system may be required to run in the racking. At the time of granting consent for any Alteration, Landlord must specify in writing if any such Alteration must be removed by Tenant at the end of the Term ("Specific Removals"); if Landlord fails to designate an Alteration as a Specific Removal, then such Alteration shall become the property of Landlord and shall be surrendered with the Premises. If Landlord consents to such Alterations before commencement of the work or delivery of any materials onto the Premises, Tenant shall furnish to Landlord for approval plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, all in such form, substance and amount as may be reasonably satisfactory to Landlord. All Alterations shall be installed in a good, workmanlike manner, and only new, high-grade materials shall be used. All Alterations which affect the roof or the Building Systems shall be done only by contractors or mechanics approved by Landlord (such approval not to be unreasonably withheld) and shall be subject to Landlord's reasonable scheduling requirements. Tenant further agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said Alterations, including reasonable attorneys' fees and costs of litigation. Before commencing any work in connection with such Alterations that are not Non-Consent Alterations, Tenant shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials (which certificates shall name the Additional Insureds (as hereinafter defined) as additional insureds), insuring Landlord against any and all liabilities which may arise out of or be connected in any way with said Alterations (which additional insured status shall apply to ongoing and completed operations) ("Contractor's Insurance"). Tenant shall pay the cost of all such Alterations and also the cost of decorating the Premises occasioned by such Alterations, including the cost of labor and materials, contractors' profit, overhead and general conditions. Upon completing any Alterations that are not Non-Consent Alterations, Tenant shall furnish Landlord with contractors' affidavits, in form required by law, full and final waivers of lien and receipted bills covering all labor and materials expended and used, all close-out documents, including any and all drawings and plans related thereto. All Alterations shall comply with all insurance requirements and with all Legal Requirements.

ARTICLE 15
ASSIGNMENT AND SUBLETTING

15.1 Assignment and Subletting. Tenant shall not, without the prior written consent of Landlord in each instance (which consent shall not be unreasonably withheld, conditioned or delayed): (a) assign, transfer, mortgage, pledge, hypothecate or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it (each a "Transfer"); (b) allow to exist or occur any transfer of or lien upon this Lease or Tenant's interest herein by operation of law; (c) sublet the Premises or any part thereof; or (d) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Article 6 of this Lease, for any use not permitted by local zoning ordinance as a matter of right, or by anyone other than Tenant and Tenant's employees. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. In connection with Tenant seeking Landlord's consent with respect to any event described in this Section 15.1(a) through (d) above ("Landlord Required Consent Event"), Tenant shall (i) pay Landlord (regardless of whether Landlord provides its consent thereto) a review fee in the amount of One Thousand Five Hundred and 00/100 Dollars ($1,500.00) in connection with any proposed Transfer, and, in addition, shall pay Landlord's reasonable outside counsel legal fees incurred in connection with such review not to exceed One Thousand Five Hundred and 00/100 Dollars ($1,500.00), and (ii) by notice in writing, first advise Landlord of the intended Landlord Required Consent Event, on and after a stated date (which shall not be less than sixty (60) days after the date of Tenant's notice). Tenant's said notice shall state the name and address of the proposed subtenant, assignee or otherwise, as applicable, and a true and complete copy of the proposed sublease, assignment or other applicable document to consummate the Landlord Required Consent Event, and sufficient information so as to permit Landlord to determine the financial responsibility and character of the proposed subtenant, assignee or otherwise, shall be delivered to Landlord with said notice.

15.2 Tenant to Remain Obligated. Consent by Landlord to any assignment, subletting, use, occupancy or transfer shall not operate to relieve Tenant from any covenant or obligation hereunder, including, without limitation, Tenant's obligations with respect to payment of Rent, except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, transfer, lien, charge, subletting, use or occupancy. Tenant shall pay all of Landlord's costs, charges and expenses, including attorneys' fees, incurred in connection with any assignment, transfer, lien, charge, subletting, use or occupancy made or requested by Tenant. Tenant agrees that all advertising by Tenant or on Tenant's behalf with respect to the assignment of this Lease or subletting of space must be approved in writing by Landlord prior to publication. Notwithstanding the foregoing, Landlord shall have no right to recapture the Premises, terminate this Lease, or materially modify the economic terms of this Lease in connection with any assignment or sublease permitted under this Article 15.

15.3 Intentionally Omitted.

15.4 Permitted Transfer. Notwithstanding anything to the contrary contained in Article 15, Tenant may assign its entire interest under this Lease or sublease all or a portion of the Premises without the consent of Landlord and without the sharing of any excess rent or other consideration (each a "Permitted Transfer") to any person or entity controlling, controlled by or under common control with Tenant (collectively for purposes of this Article 15.4 only, an "Affiliate") or to any entity resulting from a merger or consolidation with Tenant or to which Tenant is a party, or to any person or entity which acquires all or substantially all of the assets of Tenant's business (or ownership interests of Tenant) as a going concern (collectively with an Affiliate, a "Successor Entity"), but subject to the remainder of the requirements of this Article 15.4, provided that all of the following conditions are satisfied in Landlord's reasonable discretion: (i) no uncured Default exists under this Lease; (ii) Tenant shall give Landlord written notice of the Permitted Transfer not less than ten (10) days prior to the effective date of the proposed transfer, along with all applicable documentation and other information necessary for determining whether the conditions of this Article 15.4 have been satisfied; (iii) Tenant shall not be released from any liability under this Lease, whether past, present or future by reason of such assignment or sublease; (iv) in the event of an assignment, the Affiliate or the Successor Entity, as the case may be, assumes this Lease by a written assumption agreement delivered to Landlord, in a form reasonably acceptable to Landlord, prior to the effective date of such assignment; and (v) in the event of an assignment to a Successor Entity (other than an Affiliate), such Successor Entity is a nationally recognized company that can reasonably demonstrate the financial capacity to perform all of Tenant's obligations under this Lease for the remainder of the Term, taking into account all applicable Rent, Operating Expenses, and other monetary obligations hereunder, without a history of material lease defaults. Simultaneously with Tenant's notice of the Permitted Transfer, Tenant shall remit payment to Landlord in the amount of Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) to compensate Landlord for its analysis to investigate whether the Permitted Transfer meets the criteria set forth in this Section 15.4. For purposes of this Lease, an Affiliate or Successor Entity who receives a Permitted Transfer is referred to individually as a "Permitted Transferee". In no event shall any Permitted Transfer release or relieve Tenant or any guarantor from any obligation under this Lease or any liability hereunder. Notwithstanding anything herein to the contrary in this Lease, all options, rights, and privileges of Tenant under this Lease, including, without limitation, the Options to Renew, the Right of First Refusal, and all other expansion, termination, or similar rights, shall inure to the benefit of any Permitted Transferee.

15.5 Intentionally Omitted.

ARTICLE 16
WAIVER OF CERTAIN CLAIMS; INDEMNITY BY TENANT

16.1 Waiver of Certain Claims. To the extent not expressly prohibited by law, Tenant releases Landlord and its agents, servants and employees, from and waives all claims for damages to person or property sustained by Tenant, or by any other person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Property, or from any equipment or appurtenance therein, or from any accident in or about the Property, or from any act or neglect of any other person, including Landlord's agents and servants; provided, however, that the foregoing release and waiver shall not apply to claims arising from the gross negligence or willful misconduct of Landlord or its agents, servants or employees. This Article 16.1 shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

16.2 Damage Caused by Tenant's Neglect. If any damage to the Premises, or any equipment or appurtenance thereon, results from any act or neglect of Tenant, its subtenants and assignees, and their respective Affiliates, members, managers, partners, directors, officers, employees, shareholders, lenders, agents, contractors, subcontractors, vendors, guests, invitees and their respective successors and assigns (each, a "Tenant Party"), Tenant shall be liable therefor, and Landlord may at its option repair such damage, and Tenant shall upon demand by Landlord reimburse Landlord for all costs of repairing such damage in excess of amounts, if any, paid to Landlord under insur-ance covering such damage.

16.3 Tenant Responsible for Personal Property. All personal property belonging to Tenant shall be there at the risk of Tenant, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

16.4 Indemnification. To the fullest extent not expressly prohibited by law, Tenant agrees to hold Landlord, Landlord's affiliates, and the Additional Insureds (defined below), and each of their respective members, managers, partners, officers, shareholders, directors, agents and employees, harmless, and to indemnify and defend each of them against any and all losses, damages, claims, suits, actions, judgments, liabilities and expenses, including, without limitation, environmental damages and remediation expenses, and reasonable attorneys' fees and court or defense costs (collectively, "Losses"), arising out of, or with respect to, (i) any Default or any breach of any warranty or representation under this Lease by any Tenant Party; (ii) any injury to, or death of, persons and/or any damage to, or destruction, theft or misappropriation of, property, or other Losses on or about the Premises; (iii) any delivery to or service supplied to the Premises, or any act or omission done or permitted by any Tenant Party in or about the Premises or as otherwise specifically provided in this Lease; (iv) any negligence or willful misconduct of any Tenant Party on the Property; and (v) violation of Law by any Tenant Party. Without limiting the generality of the foregoing, Tenant's obligation to indemnify Landlord hereunder shall include the duty to defend against any claims asserted by reason of any such Losses and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, incurred in connection therewith. The foregoing indemnification shall not apply to the extent such Losses are caused by the gross negligence or willful misconduct of Landlord or any Landlord Party. The provisions of this paragraph shall survive the expiration or termination of this Lease.

ARTICLE 17
DAMAGE OR DESTRUCTION BY CASUALTY

17.1 Damage to Premises. In the event the Premises are damaged by fire or other casualty or cause either insured by Landlord or insurable under the insurance required to be carried by Landlord under this Lease (an "Insurable Casualty"), Landlord agrees to promptly restore and repair the Premises at Landlord's expense. Notwithstanding the foregoing, in the event that the Premises are damaged to an extent that such damage (i) materially and adversely impacts Tenant's ordinary use of the Premises and (ii) the estimated period to complete rebuilding or repairs to a condition that does not materially and adversely impact Tenant's ordinary use of the Premises (the "Estimated Restoration Period") exceeds two hundred seventy (270) days from the date of the occurrence of damage (as reasonably determined by Landlord), then Landlord and Tenant shall each have the right to terminate this Lease by giving written notice to the other party within thirty (30) days of receipt of written notice of the determination of the Estimated Restoration Period, in which event this Lease shall terminate and the Rent (whether Base Rent, Operating Expense, CAM and Taxes Amount or other additional rent) shall be abated for the unexpired portion of this Lease, effective as of the date of the occurrence of damage. Landlord shall deliver to Tenant written notice of Landlord's informed estimate of the Estimated Restoration Period within sixty (60) days of the occurrence of damage. Notwithstanding anything contained in this Article 17 to the contrary, Tenant shall have no right to terminate this Lease if the fire or other casualty was caused by the negligence or willful misconduct of Tenant or any of its employees, agents or invitees.

17.2 Restoration. If the Premises are damaged by an Insurable Casualty, but the Estimated Restoration Period is less than the applicable period set forth in Article 17.1 above, or if Landlord and Tenant have a right to terminate this Lease pursuant to Article 17.1 but neither Landlord nor Tenant exercises its right to terminate this Lease as provided in Article 17.1, then this Lease shall not terminate, and Landlord shall, at its sole cost, make such repair or restoration of the Premises (excluding any Alterations and any of Tenant's property) to the approximate condition existing prior to such damage, promptly and in such manner as not to unreasonably interfere with Tenant's use and occupancy of the Premises (if Tenant is still occupying the Premises) and, in connection therewith, Landlord has the right to collect and use all insurance proceeds payable for such loss, provided however, Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or the repair thereof. Without limiting Landlord's obligations under the preceding sentence, all repair, restoration and rebuilding shall be substantially completed within the relevant Estimated Restoration Period (subject to extension for force majeure), and if such repair, restoration and rebuilding is not substantially completed within the relevant Estimated Restoration Period (subject to extension for any such force majeure), and provided there are two (2) years or less remaining on the term of this Lease, Tenant shall have the right, as its sole and exclusive remedy, to terminate this Lease by delivering written notice of such termination to Landlord no earlier than sixty (60) days after the expiration of the relevant Estimated Restoration Period (subject to extension for any such force majeure) unless said repair is substantially completed prior to Tenant's delivery of said termination notice. Rent shall proportionately abate during the time that the Premises or any part thereof cannot be reasonably used by Tenant in the ordinary conduct of its business by reason of any such damage thereto (or the resulting restoration or repair work).

17.3 Uninsured Casualty. Notwithstanding any contrary provision contained herein, if the Premises are damaged and either (a) the cause of such damage is not an Insurable Casualty, or (b) any Mortgagee entitled to insurance proceeds fails to make such proceeds available to Landlord in an amount sufficient for restoration, or (c) there is less than two (2) years of the Term remaining, then Landlord shall not be required to rebuild or repair such damage; provided, however, that if Landlord elects not to repair such damage, Landlord shall notify Tenant of such election within sixty (60) days of the date of occurrence of damage and, in such event, either party may terminate this Lease effective as of the date of the occurrence of damage by delivering written notice of such termination to the other party within thirty (30) days of Tenant's receipt of Landlord's notice not to repair.

ARTICLE 18
EMINENT DOMAIN

18.1 Taking of Whole. If the whole of the Premises shall be taken or condemned (which shall include for purposes of this Article 18 any deed granted by Landlord in lieu of condemnation) for a public or quasipublic use or purpose by a competent authority, or if such a portion of the Premises shall be so taken that, as a result thereof, in the reasonable opinion of Landlord or Tenant the balance cannot be used for the same purpose and with substantially the same utility to Tenant as immediately prior to such taking, or if the taking is material and substantial and a party elects (subject to the consent of any mortgagee whose consent thereto is required) to terminate this Lease, which election shall be made by giving written notice thereof to the other party within thirty (30) days after delivery of possession to the condemning authority, then in any of such events, the Term shall terminate upon delivery of possession to the condemning authority, and any award, compensation or damages (hereinafter sometimes called the "Award") shall be paid to and be the sole property of Landlord, whether the Award shall be made as compensation for diminution of the value of the leasehold estate or the fee of the Premises or otherwise and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all of the Award; provided, however, that Tenant shall have the right to make a separate claim for and recover from the condemning authority (i) any moving expenses incurred by Tenant as a result of such taking, (ii) the value of any Alteration made by Tenant to the Premises, (iii) the value of any Tenant property taken, and (iv) any business damages. Tenant shall continue to pay Rent and other charges hereunder until the Lease is terminated.

18.2 Partial Taking. If only a part of the Premises shall be so taken or condemned, but this Lease is not terminated pursuant to Article 18.1 hereof, Landlord shall, to the extent of the Award it receives, repair and restore the Premises and all improvements thereon within sixty (60) days after the taking. Rent shall be abated in proportion to the amount of the Building Tenant is unable to use or access prior to the full restoration and repair of the Premises. Landlord shall promptly and diligently proceed to make a complete architectural unit of the remainder of the improvements and restore the same to as good as or better condition that existed prior to the taking. Any portion of the Award as may not have to be expended for such repairing or restoration shall be retained by Landlord.

ARTICLE 19
DEFAULT

19.1 Events of Default. The occurrence of any one or more of the following matters constitutes a default ("Default") by Tenant under this Lease:

(a) failure by Tenant to pay any Base Rent, Operating Expense, CAM and Taxes Amount or any other moneys required to be paid by Tenant under this Lease within five (5) days after written notice that same is due; provided, however, that Landlord shall not be required to provide such written notice more than one (1) time in any twelve (12) month period, and thereafter Tenant shall be in Default upon any failure to pay such amount when due without further notice;

(b) failure by Tenant to observe or perform any of the covenants in respect of assignment and subletting set forth in Article 15;

(c) failure by Tenant to comply with Tenant's warranties, representations and covenants set forth in Article 27, if Tenant shall fail to commence corrective action with respect to such failure within ten (10) days after notice thereof to Tenant and thereafter diligently prosecute such corrective action to completion;

(d) failure by Tenant to cure forthwith, after receipt of notice from Landlord, any hazardous condition which Tenant has created in violation of any Legal Requirements or of this Lease;

(e) failure by Tenant to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after notice thereof to Tenant;

(f) the levy upon under writ of execution or the attachment by legal process of the leasehold interest of Tenant, or the filing or creation of a lien in respect of such leasehold interest, which lien shall not be released or discharged within thirty (30) days from Tenant's receipt of written notice of the filing of such lien;

(g) Tenant or any guarantor of this Lease becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for Tenant or any guarantor of this Lease or for the major part of its property;

(h) a trustee or receiver is appointed for Tenant or any guarantor of this Lease or for the major part of either of Tenant or such guarantor's property, as applicable, and is not discharged within sixty (60) days after such appointment;

(i) bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted (i) by Tenant or any guarantor of this Lease, or (ii) against Tenant or any guarantor of this Lease and are allowed against it or are consented to by it or are not dismissed within sixty (60) days after such institution; or

(j) Intentionally Omitted.

(k) any default by Tenant, beyond any applicable notice and cure period, under any other lease or agreement between Tenant and Landlord.

19.2 Rights and Remedies of Landlord. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by law or in equity:

(a) Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire on the date stated in such notice;

(b) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice;

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease; and

(d) Landlord may perform the obligation which is the subject of such Default for the account and at the expense of Tenant. All costs incurred by Landlord in performing such obligation, plus an administrative fee equal to five percent (5%) of such costs, plus all attorneys' fees and expenses of Landlord incurred in enforcing any of the obligations of Tenant under this Lease shall become additional rent hereunder and shall be due and payable by Tenant on demand.

19.3 Right to Re-Enter. If Landlord exercises either of the remedies provided for in subparagraphs (a) and (b) of the foregoing Article 19.2, Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may re-enter and take complete and peaceful possession of the Premises, with or without process of law, full and complete license so to do being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

19.4 Current Damages. If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent hereunder for the full Term, and Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Base Rent, Operating Expense, CAM and Taxes Amount and any other sums accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case Landlord may relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term of this Lease) and upon such terms as Landlord shall determine and collect the rents from such reletting. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Also, in any such case, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent deemed by Landlord necessary or desirable and, in connection therewith, change the locks to the Premises, and Tenant shall upon demand pay the cost of all the foregoing together with Landlord's expenses of reletting. The rents from any such reletting shall be applied first to the payment of the expenses of reentry, redecoration, repair and alterations and the expenses of reletting (including brokers' commissions and attorneys' fees), and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder, and the use of such offsetting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue, and any such excess or residue shall belong to Landlord solely, and in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum (including Base Rent and Operating Expense, CAM and Taxes Amount) which would have been paid by Tenant for the period for which the credit to Tenant is being determined, had no Default occurred. No such reentry or repossession, repairs, alterations and additions, or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of such intention shall be given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

19.5 Final Damages. If this Lease is terminated by Landlord as provided for by subparagraph (a) of Article 19.2, Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees, incurred by Landlord in the enforcement of its rights and remedies hereunder, and, in addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty: (a) the unamortized portion of any brokerage commissions paid by Landlord as a result of this Lease and of Landlord's contribution to the cost of tenant improvements and alterations, if any, installed by either Landlord or Tenant pursuant to this Lease or any work letter executed in connection herewith; (b) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate rents which would have been payable after the termination date had this Lease not been terminated, including, without limitation, Base Rent at the annual rate or respective annual rates for the remainder of the Term provided for in Article 3 of this Lease or elsewhere herein and the amount projected by Landlord to represent Operating Expense, CAM and Taxes Amount for the remainder of the Term over the then-present value of: the then-aggregate fair rental value of the Premises for the balance of the Term, such present worth to be computed in each case on the basis of a five percent (5%) per annum discount from the respective dates upon which such rentals would have been payable hereunder had this Lease not been terminated; and (c) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

19.6 CONFESSION OF JUDGMENT FOR EJECTMENT.

(a) Money. Intentionally deleted.

(b) Ejectment. IF, DURING THE TERM, TENANT HAS DEFAULTED UNDER SECTIONS 19.1(A), (D), (G), (H), OR (I) OF THIS LEASE AND SUCH DEFAULT IS NOT CURED WITHIN THE APPLICABLE NOTICE AND CURE PERIOD SET FORTH IN THIS LEASE ("ORIGINAL CURE PERIOD"), BEFORE LANDLORD MAY AVAIL ITSELF OF THE REMEDY SET FORTH IN THIS SECTION 19.6, LANDLORD SHALL SEND TENANT A SECOND WRITTEN NOTICE OF SUCH DEFAULT IN ACCORDANCE WITH ARTICLE 26, WHICH NOTICE SHALL BE DELIVERED BY PERSONAL DELIVERY OR OVERNIGHT COURIER AND SHALL STATE, IN ALL CAPITAL LETTERS AND IN BOLD TYPE, THAT LANDLORD INTENDS TO EXERCISE ITS CONFESSION OF JUDGMENT RIGHTS UNDER THIS SECTION 19.6 IF SUCH DEFAULT IS NOT CURED WITHIN THE SECOND CURE PERIOD (AS HEREINAFTER DEFINED). IF TENANT FAILS TO CURE SUCH DEFAULT WITHIN FORTY-FIVE (45) DAYS AFTER THE DATE TENANT RECEIVES SUCH SECOND NOTICE ("SECOND CURE PERIOD"), LANDLORD MAY AVAIL ITSELF OF THIS CONFESSION OF JUDGMENT AS FOLLOWS:

TENANT HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE AFTER THE EXPIRATION OF THIS LEASE OR THE EXPIRATION OF THE SECOND CURE PERIOD WITH RESPECT TO A DEFAULT UNDER SECTIONS 19.1(A), (D), (G), (H), OR (I) OF THIS LEASE TO APPEAR FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COURT OF COMPETENT JURISDICTION AN AMICABLE ACTION FOR CONFESSION OF JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, FOR WHICH THIS LEASE OR A TRUE AND CORRECT COPY THEREOF SHALL BE A SUFFICIENT WARRANT, WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE TERMINATED AND POSSESSION REMAIN IN OR BE RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT UNDER SECTIONS 19.1(A), (D), (G), (H), OR (I) OF THIS LEASE THAT REMAINS UNCURED FOLLOWING THE ORIGINAL CURE PERIOD AND THE SECOND CURE PERIOD, OR UPON THE TERMINATION OR EXPIRATION OF THIS LEASE AS HEREINBEFORE SET FORTH, TO BRING ONE OR MORE AMICABLE ACTION OR ACTIONS AS HEREINBEFORE SET FORTH TO RECOVER POSSESSION BY CONFESSION OF JUDGMENT AS AFORESAID, NO SINGLE EXERCISE OF THE FOREGOING POWER TO CONFESS JUDGMENT SHALL BE DEEMED TO EXHAUST THAT POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS LANDLORD SHALL ELECT. THE FOREGOING WARRANTS OF ATTORNEY MAY BE EXERCISED SOLELY UPON A DEFAULT UNDER SECTIONS 19.1(A), (D), (G), (H), OR (I) OF THIS LEASE THAT REMAINS UNCURED AFTER EXPIRATION OF THE SECOND CURE PERIOD OR AFTER THE EXPIRATION OF THIS LEASE; PROVIDED, HOWEVER, THAT LANDLORD SHALL NOT EXERCISE THE FOREGOING WARRANT WITH RESPECT TO ANY DEFAULT FOR FAILURE TO PAY RENT WHERE THE AGGREGATE AMOUNT OF RENT OWED TO LANDLORD IS LESS THAN TEN THOUSAND AND 00/100 DOLLARS ($10,000.00).

(c) Execution on Judgment. TENANT HEREBY AUTHORIZES AND EMPOWERS THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT OF RECORD OR THE SHERIFF WITHIN THE COMMONWEALTH OF PENNSYLVANIA OR ELSEWHERE, TO TAKE ALL ACTION ALLOWED BY OR PROVIDED FOR IN THE PENNSYLVANIA RULES OF CIVIL PROCEDURE OR OTHER APPLICABLE RULES OF CIVIL PROCEDURE TO EXECUTE ON ANY JUDGMENT ENTERED AGAINST TENANT PURSUANT TO THE CONFESSION OF JUDGMENT SET FORTH ABOVE WITHOUT PRIOR NOTICE OR HEARING OF ANY NATURE WHATSOEVER, WAIVING ALL LAWS EXEMPTING REAL OR PERSONAL PROPERTY FROM EXECUTION, TO THE EXTENT THAT SUCH LAWS MAY LAWFULLY BE WAIVED BY TENANT. NO SINGLE EXERCISE OF THE FOREGOING POWER TO EXECUTE ON JUDGMENT WITHOUT A HEARING SHALL BE DEEMED TO EXHAUST THE POWER, WHETHER OR NOT ANY SUCH EXERCISE SHALL BE HELD BY ANY COURT TO BE VALID, VOIDABLE OR VOID, BUT THE POWER SHALL CONTINUE UNDIMINISHED AND IT MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS LANDLORD SHALL ELECT UNTIL SUCH TIME AS LANDLORD SHALL HAVE RECEIVED PAYMENT IN FULL OF THE RENT, OBLIGATIONS, INTEREST AND COSTS AND ALL AMOUNTS PAYABLE UNDER THIS LEASE OR EXCLUSIVE POSSESSION OF THE PREMISES, AS THE CASE MAY BE.

(d) Voluntary, Intelligent and Knowing Waiver. BY SIGNING THIS INSTRUMENT TENANT HEREBY ACKNOWLEDGES THAT IT HAS READ, HAS HAD THE OPPORTUNITY TO HAVE IT REVIEWED BY LEGAL COUNSEL, UNDERSTANDS AND AGREES TO THE PROVISIONS CONTAINED HEREIN, INCLUDING THE POWER TO EXECUTE ON JUDGMENT WITHOUT A HEARING, AND UNDERSTANDS THAT THE POWER TO EXECUTE ON A JUDGMENT WITHOUT A HEARING CONSTITUTES A WAIVER OF RIGHTS IT OTHERWISE WOULD HAVE TO PRIOR NOTICE AND A HEARING BEFORE EXECUTION ON A JUDGMENT, AND THAT EXCLUSIVE POSSESSION OF THE PREMISES MAY BE GRANTED TO LANDLORD, REGARDLESS OF ANY CLAIM THAT THE TENANT MAY HAVE AGAINST THE LANDLORD. TENANT VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY WAIVES THESE RIGHTS AND EXPRESSLY AGREES AND CONSENTS TO LANDLORD TAKING THE ACTIONS HEREIN CONTAINED. TENANT ACKNOWLEDGES AND AGREES THAT (I) THE FOREGOING WARRANTS OF ATTORNEY TO CONFESS JUDGMENT WERE AND ARE GIVEN IN CONNECTION WITH A COMMERCIAL TRANSACTION, (II) LANDLORD'S EXERCISE OF THE WARRANTS OF ATTORNEY AS PROVIDED THEREIN IS IN ACCORDANCE WITH TENANT'S REASONABLE EXPECTATIONS, AND (III) TENANT'S AGREEMENT TO THE PROVISIONS OF THIS SECTION AND ALL ITS SUBPARTS REGARDING CONFESSION OF JUDGMENT AGAINST TENANT IS A CONDITION TO LANDLORD'S EXECUTION OF THE LEASE, WHICH EXECUTION BY LANDLORD IS BENEFICIAL TO TENANT.

INTENDING TO BE LEGALLY BOUND HEREBY, TENANT VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY ACKNOWLEDGES AND AGREES TO THE PROVISIONS OF THIS SECTION 19.6.

TENANT:

AGILITY ROBOTICS, INC.

By: /s/ Jennifer Hunter
Name: Jennifer Hunter
Title: Chief Operating Officer

19.7 Removal of Personal Property. All property of Tenant removed from the Premises by Landlord pursuant to any provisions of this Lease or of law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, shall, at Landlord's option, be conclusively deemed to have been "abandoned" or conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant. In such event, Landlord may dispose of such property in any manner Landlord wishes and Tenant shall reimburse Landlord for all costs incurred for disposal, together with all costs or repairs required because of removal of all or any such abandoned property.

19.8 Attorneys' Fees. In any action or proceeding arising out of or in connection with this Lease, the prevailing party shall be entitled to recover its reasonable costs, charges and expenses, including court costs and attorneys' fees, from the non-prevailing party. As used herein, the term "prevailing party" shall mean the party which obtains the principal relief it has sought, whether by compromise settlement or judgment. The rights and obligations under this Article 19.8 shall apply mutually to Landlord and Tenant.

For the avoidance of doubt, an action or proceeding "arising out of or in connection with this Lease" includes any costs of Tenant related to defending claims arising out of (a) the gross negligence or willful misconduct of Landlord or any Landlord Party, or (b) the condition of the Premises or the Property existing prior to the Commencement Date.

The provisions of this Article 19.8 shall survive the expiration or termination of this Lease.

19.9 Assumption or Rejection in Bankruptcy. If Tenant shall be adjudged bankrupt or if a trustee-in-bankruptcy shall be appointed for Tenant, Landlord and Tenant agree, to the extent permitted by law, to request that the trustee in bankruptcy shall determine within sixty (60) days thereafter whether to assume or reject this Lease.

19.10 Landlord's Conditional Right to Recapture. In the event that Tenant vacates or abandons the Premises or the Premises ceases to be operated for business for a period in excess of thirty (30) consecutive days (other than any cessation of operations resulting from remodeling, casualty, taking, Force Majeure, or a planned shutdown of which Tenant has given Landlord prior written notice), provided that Tenant gives Landlord prompt written notice of such vacation or abandonment and thereafter Tenant arranges for a representative of Tenant to enter the Premises not less frequently than once per week during the remainder of the Term to inspect the physical condition and security of the Premises and to promptly report any damage or issues that need to be addressed, and Tenant thereafter promptly repairs any damage or otherwise addresses any issues arising from the Premises being vacant, Landlord shall not have the right to recapture the Premises. However, if Tenant fails to repair any damage or address any such issues within thirty (30) days after written notice thereof from Landlord (or, if such repair cannot reasonably be completed within such period, if Tenant fails to commence such repair within such period and thereafter diligently prosecute the same to completion), Landlord shall thereafter prior to Tenant's resumption of business operations from the Premises have the right to terminate this Lease effective upon thirty (30) days prior written notice to Tenant, at no additional cost to Landlord as if the date set forth in Landlord's notice was the Expiration Date, and neither party shall have any further obligations under the Lease, except for any indemnities specifically stated to survive; provided, however, that any such termination notice shall be void and of no effect if, prior to the effective date of such termination, Tenant completes such repair or addresses such issues or resumes business operations from the Premises.

ARTICLE 20
SUBORDINATION

20.1 Subordination. Landlord has heretofore and may hereafter from time to time execute and deliver a mortgage or trust deed in the nature of a mortgage (both being hereinafter referred to as a "Mortgage") against the Property or any interest therein. Provided that Tenant is provided with a commercially reasonable subordination, non-disturbance and attornment agreement ("SNDA") duly executed by the holder of such Mortgage providing that as long as Tenant is not in Default under this Lease beyond any applicable notice and cure period, Tenant's right to possession and enjoyment of the Premises shall be and remain undisturbed and unaffected, this Lease shall be subject and subordinate to any Mortgage presently existing or hereafter arising upon the Property, or upon the Building or the Property and to any renewals, modifications, refinancings and extensions thereof. The receipt of an executed SNDA by Tenant is an express condition to subordinating this Lease to any future Mortgage. Landlord shall deliver such SNDA to Tenant within thirty (30) days following Tenant's request therefor, and Landlord shall bear the cost of obtaining same.

20.2 Subordination, Non-Disturbance and Attornment Agreement. Landlord hereby represents and warrants to Tenant that, as of the Effective Date, no Mortgage exists.

20.3 Intentionally Omitted.

20.4 Modification Required by Mortgagee. Should any prospective mortgagee require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially change the rights and obligations of Tenant hereunder, Tenant agrees that this Lease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to Landlord within ten (10) days following the request therefor.

20.5 Short Form Lease. Should any prospective mortgagee require execution of a short form of lease for recording (containing the names of the parties, a description of the Property and the Term of this Lease) or a certification from Tenant concerning this Lease in such form as may be required by a prospective mortgagee, Tenant agrees to promptly execute such short form of lease or certificate and deliver the same to Landlord within ten (10) days following the request therefor.

20.6 Mortgagee Protection. Tenant agrees to give any holder of any Mortgage against the Property, or any interest therein, by registered or certified mail, a copy of any notice or claim of Default served upon Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of Landlord's interests in leases, or otherwise) of the address of such Mortgage holder. Tenant further agrees that if Landlord shall have failed to cure such Default within twenty (20) days after such notice to Landlord (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced within such twenty (20) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default), then the holder of the Mortgage shall have an additional thirty (30) days within which to cure or correct such Default (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of the Mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default, including the time necessary to obtain possession if possession is necessary to cure or correct such Default).

ARTICLE 21
ESTOPPEL CERTIFICATE

Tenant shall, from time to time, but not more than two (2) times in any twelve (12) month period (except in connection with a bona fide sale or financing transaction), within fifteen (15) business days after the request by Landlord or the holder of any Mortgage or any ground lessor, deliver to Landlord, or to the holder of any Mortgage or any ground lessor, a statement in writing signed by Tenant certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (b) the date upon which Tenant began paying Rent and the dates to which the Rent and other charges have been paid; (c) that Landlord is not in Default under any provision of this Lease, or, if in Default, the nature thereof in detail; (d) that the Premises have been completed in accordance with the terms hereof and Tenant is in occupancy and paying Rent on a current basis with no rental offsets or claims; (e) that there has been no prepayment of Rent other than that provided for in this Lease; (f) that there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof; and (g) such other matters as may be reasonably related to this Lease and reasonably requested by Landlord, the holder of the Mortgage or any ground lessor. If Tenant fails to deliver any certificate required by this Article 21 within such fifteen (15) business day period and thereafter fails to deliver such certificate within three (3) business days after receipt of a second request from Landlord, then Tenant shall pay Landlord, as additional rent, a $100 per day penalty from the end of such three (3) business day period until the date such certificate is signed and received by Landlord.

ARTICLE 22
SUBROGATION AND INSURANCE

22.1 Waiver of Subrogation. All fire and extended coverage and other property insurance which may be carried by either of Landlord or Tenant shall be endorsed with a clause providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release or waiver in full force and effect).

22.2 Tenant's Insurance. Tenant shall procure and maintain policies of insurance, at Tenant's sole cost and expense, during the entire Term hereof from reputable insurance companies authorized to do business in the Commonwealth of Pennsylvania and Tenant shall maintain at all times the following coverages. Not more frequently than once every three (3) years during the Term, Landlord may request reasonable increases in the limits set forth below; provided, however, that any such increase shall not exceed the limits then customarily required of tenants of comparable size and creditworthiness under leases for comparable industrial buildings in the applicable market.

(a) Commercial general liability insurance written on a per occurrence basis covering all claims, demands or actions made by, or on behalf of, any person or persons, firm or corporation and arising from, related to or connected with Tenant's operations, for bodily injury or personal injury to, or death of, any person or for damage to property in an amount of not less than $1,000,000.00 per occurrence / $2,000,000.00 in the aggregate (per location).

(b) Automobile Liability insurance with limits for bodily injury or personal injury to or death of any person, or more than one (1) person, or for damage to property in an amount of not less than $1,000,000.00 combined single limit, including Employer's Owned, Non-Owned and Hired Car coverage.

(c) Insurance against all worker's compensation claims in statutory amounts including Employer's Liability insurance in an amount not less than $1,000,000.00 Bodily Injury By Accident, Each Accident; $1,000,000 Bodily Injury by Disease, Policy Limit; and $1,000,000 Bodily Injury by Disease, Each Employee, with the insurance policies required under this clause (c) to be endorsed to waive the insurance carriers' right of subrogation.

(d) All leasehold improvements, contents and Tenant's trade fixtures, machinery, equipment, furniture and furnishings, in the Premises to the extent of at least one hundred percent (100%) of their replacement cost against loss or damage by fire, lightning, wind storm, aircraft, vehicles, smoke, explosion, riot or civil commotion as provided by the standard fire and extended coverage insurance, including, without limitation, vandalism and malicious mischief, special extended coverage and sprinkler leakage endorsements.

(e) Business interruption insurance (which will insure payment of Tenant's Rent obligations hereunder for at least twelve (12) months).

(f) Umbrella/Excess liability in an amount not less than $2,000,000.00 per occurrence / $2,000,000.00 in the aggregate. Coverage will follow form to underlying Commercial General Liability, Employer's Liability and Automobile Liability. In addition, such policy must be endorsed to provide that this insurance is primary to, and non-contributory with, any other insurance in which the Additional Insureds are an insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis. The policy must cause the umbrella/excess coverage to be vertically exhausted, whereby such coverage is not subject to any "Other Insurance" provision under Tenant's umbrella/excess liability policy.

All insurance required to be maintained by Tenant shall be with reputable insurers that are licensed and regulated to be insurers in the State in which the Building is located, and which have a policyholder rating of not less than "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. Each insurance policy required to be carried by Tenant, except for Workers Compensation and Employers Liability, shall name Landlord and its affiliates, including, without limitation Buncher Realty Services, LLC, and Buncher Capital, LLC, and the mortgagees and managers of the Building (and, if applicable, ground or primary lessors) (collectively, "Additional Insureds") as additional insureds. Any Additional Insured endorsement will apply to both ongoing and completed operations. If Tenant carries greater limits than those required hereunder on any of Tenant's policies, Tenant shall name the Additional Insureds as additional insureds with respect to such greater limits. Notwithstanding anything to the contrary herein, Tenant's insurance shall be primary and non-contributory with respect to any coverages maintained by Landlord.

22.3 Evidence of Insurance. Prior to the earlier of the date that Tenant first occupies the Premises or the Commencement Date, Tenant shall furnish to Landlord Certificates of Insurance evidencing such coverage and, at Landlord's request, a certified copy of each policy which Tenant is required to maintain hereunder. Policies will be endorsed, and any such certificates shall state that such insurance coverage may not be reduced, cancelled or non-renewed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premium, and, in that case, only ten (10) days' prior written notice shall be sufficient).

22.4 Landlord's Insurance. Subject to reimbursement by Tenant as provided in this Lease, Landlord shall maintain in effect at all times during the Term, the following types of insurance coverage:

(a) "Special Causes of Loss" property insurance covering the Building, excluding all Alterations, improvements, fixtures and other property of Tenant required to be insured by Tenant, in an amount not less than one hundred percent (100%) of the full replacement cost (exclusive of the cost of excavations, foundations and footings) providing protection against perils that are covered under standard insurance industry practices within the classification of "special causes of loss" insurance, including, but not limited to, loss or damage from fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, domestic water damage, collapse, sprinkler damage, vandalism, malicious mischief and such other risks as Landlord may, from time to time, determine, and with any such deductibles as Landlord may, from time to time, determine.

(b) Landlord will maintain commercial general liability insurance for bodily injury, personal injury, and property damage occurring at the Property in an amount of not less than $2,000,000.00. Such liability insurance will protect only Landlord and, at Landlord's option, Landlord's lender and other parties as elected by Landlord, and does not protect Tenant or replace or supplement the liability insurance this Lease obligates Tenant to carry.

(c) Any insurance provided for in this Article 22.4 may be maintained by means of a policy or policies of blanket insurance covering additional items or locations. Landlord may maintain, at its option, such other additional insurance coverage as Landlord may deem appropriate.

ARTICLE 23
NONWAIVER

No waiver of any condition expressed in this Lease shall be implied by any neglect of Landlord to enforce any remedy on account of the violation of such condition whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting Landlord's rights under Article 10, no receipt of moneys by Landlord from Tenant after the termination in any way of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such moneys. After the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any moneys due, and the payment of said moneys shall not waive or affect said notice, suit or judgment.

ARTICLE 24
SIGNAGE

Tenant may, at its sole cost and expense, install or erect on the exterior wall of the Premises any signage identifying Tenant, provided that it is approved by Landlord, such approval not to be unreasonably withheld, and all applicable governmental authorities prior to installation, and further provided that (a) such sign does not violate any Legal Requirements; (b) such sign does not violate any covenants, conditions or restrictions affecting the Building or any applicable commerce park association rules or by-laws; (c) such sign is compatible with the architecture of the Building, the landscaped area adjacent thereto and the surrounding properties; and (d) the design of the sign has been approved by Landlord. Tenant shall be solely responsible for the construction, installation and maintenance of the signage. In addition to any exterior wall signage permitted herein, Landlord shall provide Tenant with one (1) panel on the existing monument sign serving the Property. Upon the expiration or earlier termination of the Term or Tenant's vacation of the Premises, Tenant shall, at its sole cost and expense remove the sign and repair any damage or injury to the Building or landscaped areas adjacent thereto caused thereby.

ARTICLE 25
REAL ESTATE BROKERS

Each party represents to the other that it has dealt with and only with the Brokers described in Article 1.13 as brokers in connection with this Lease, and each party agrees to indemnify and hold the other harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders by reason of the indemnifying party's acts in connection with this Lease. Landlord shall pay any commission due to the Brokers identified in Article 1.13 per separate agreement.

ARTICLE 26
NOTICES

26.1 Notices and Demands. All notices and demands required or desired to be given by either party to the other with respect to this Lease or the Premises shall be in writing and shall be delivered personally, sent by overnight courier service, prepaid, sent by United States registered or certified mail, return receipt requested, postage prepaid, or sent by email to the email address designated by the receiving party, and addressed as herein provided. Notices to or demands upon Tenant shall be addressed to Tenant at "Tenant's Notice Address" (as described in Article 1.11). Notices to or demands upon Landlord shall be addressed to Landlord at "Landlord's Notice Address" (as described in Article 1.12). Notices and demands shall be deemed given and served (a) upon receipt or refusal, if delivered personally, (b) one (1) business day after deposit with an overnight courier service, (c) three (3) business days after deposit in the United States mails, if mailed, or (d) upon confirmed receipt by the receiving party, if sent by email; provided, however, that notices of default shall also be sent by overnight courier or certified mail in addition to email. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith. Notices and demands from Landlord to Tenant may be signed by Landlord, the managing agent for the Property or the agent of any of them.

26.2 Tenant Contact Information. The "Tenant Contact Information Chart" in Article 1.11 herein sets forth the name and contact information of the individual(s) responsible for processing Tenant's payment of monthly rental and additional rental under this Lease and for addressing other terms and conditions of this Lease. Tenant's contact information is intended for the sole use and purpose of day-to-day communication between Landlord's and Tenant's representatives responsible for these matters. Therefore, Landlord and Tenant acknowledge and agree that Landlord's use of the Tenant's contact information in Article 1.11 herein only for daily or routine general correspondence between Landlord's and Tenant's representatives shall be exempt from the notice requirements set forth in Article 26.1 hereof. Should any of the information in the Tenant Contact Information in Article 1.11 change, Tenant shall use its good faith efforts to provide to Landlord the most current Tenant contact information, provided however, Tenant's failure to provide updated contact information to Landlord shall not be considered a breach of covenant or an act of default under this Lease.

26.3 Landlord Contact Information. The "Landlord Contact Information Chart" in Article 1.12 herein sets forth Landlord's contact information for the sole use and purpose of day-to-day communication between Landlord's and Tenant's representatives responsible for addressing the terms and conditions of this Lease. Therefore, Landlord and Tenant acknowledge and agree that Tenant's use of the contact information in Article 1.12 herein only for daily or routine general correspondence between Landlord's and Tenant's representatives shall be exempt from the notice requirements set forth in Article 26.1 hereof. Should any of the information in the Landlord Contact Information Chart change, Landlord shall use its good faith efforts to provide to Tenant the most current Landlord contact information, provided however, Landlord's failure to provide updated contact information to Tenant shall not be considered a breach of covenant or an act of default under this Lease.

ARTICLE 27
HAZARDOUS MATERIALS PROVISIONS

27.1 Defined Terms.

(a) "Claim" shall mean and include any demand, cause of action, proceeding, or suit for any one or more of the following: (i) actual or punitive damages, losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, (ii) the costs and expenses of site investigations, feasibility studies, information requests, health or risk assessments, or Response (as hereinafter defined) actions, and (iii) the costs and expenses of enforcing insurance, contribution or indemnification agreements.

(b) "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules in effect and as amended from time to time relating to environmental quality, health, safety, contamination and cleanup, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and state and local superlien and environmental statutes and ordinances, with implementing regulations, rules and guidelines, as any of the foregoing may be amended from time to time. Environmental Laws shall also include all state, regional, county, municipal, and other local laws, regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials (as hereinafter defined).

(c) "Hazardous Materials" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; oil and petroleum products (including, without limitation, gasoline, diesel fuel, motor oil, and waste oil) and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under FIFRA; asbestos and asbestos-containing materials, PCBs, and other substances regulated under TSCA; mold; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA, and any other hazardous substance, pollutant or contaminant regulated under any other Environmental Law.

(d) “Manage” or “Management” means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) “Release” or “Released” shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as “environment” is defined in CERCLA.

(f) “Response” or “Respond” shall mean action taken to correct, remove, remediate, clean up, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

27.2 Tenant’s Obligations with Respect to Environmental Matters. During the Term of this Lease, (i) Tenant shall comply at its sole cost and expense with all Environmental Laws; (ii) Tenant shall not Manage, or authorize the Management of, any Hazardous Materials on the Property in violation of Environmental Laws, including installation of any underground storage tanks, without prior written disclosure to and prior written approval by Landlord; (iii) Tenant shall not take any action that would subject the Property to the permit requirements under RCRA for storage, treatment or disposal of Hazardous Materials in violation of Environmental Laws; (iv) Tenant shall not dispose of Hazardous Materials in violation of Environmental Laws in dumpsters on the Property; (v) Tenant shall not discharge Hazardous Materials in violation of Environmental Laws into drains or sewers serving the Property; (vi) Tenant shall not cause or allow the Release of any Hazardous Materials in violation of Environmental Laws on, to or from the Property or surrounding land and (vii) Tenant shall arrange at its sole cost and expense for the lawful transportation and off-site disposal at permitted landfills or other permitted disposal facilities and otherwise in accordance with all applicable Environmental Laws, of all Hazardous Materials that it generates.

27.3 Copies of Notices. During the Term of this Lease, Tenant shall provide Landlord promptly with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, or other federal, state, or local agency or authority, or any other entity or individual, concerning (i) any actual or alleged Release of a Hazardous Material on, to or from the Property; (ii) the imposition of any lien on the Property; (iii) any actual or alleged violation of, or responsibility under, any Environmental Laws; or (iv) any actual or alleged liability under any theory of common law tort or toxic tort, including without limitation, negligence, trespass, nuisance, strict liability, or ultrahazardous activity.

27.4 Landlord’s Right to Inspect. Landlord and Landlord’s employees and representatives shall have the right to enter the Premises, upon reasonable prior notice, and conduct appropriate inspections or tests for the purpose of determining Tenant’s compliance with Environmental Laws, and determining the type, kind and quantity of all products, materials and substances brought onto the Premises, or made or produced thereon. Landlord and its agents and representatives shall have the right to take samples in quantities sufficient for analysis of all products, materials and substances present on the Premises including, but not limited to, samples, products, materials or substances brought onto or made or produced on the Premises by Tenant or its agents, employees, contractors or invitees. Tenant agrees to cooperate with such investigations by providing any relevant information requested by Landlord. Tenant may not perform any sampling, testing, or drilling to locate Hazardous Materials in the Building components on the Premises without Landlord’s prior written consent.

27.5 Tests and Reports. Within ten (10) days of Tenant’s receipt of a written request by Landlord, Tenant shall provide Landlord with (i) copies of all environmental reports and tests obtained by Tenant; (ii) copies of transportation and disposal contracts (and related manifests, schedules, reports, and other information) entered into or obtained by Tenant with respect to any Hazardous Materials; (iii) copies of any permits issued to Tenant under Environmental Laws with respect to the Premises; (iv) copies of any and all reports, notifications, and other filings made by Tenant to any federal, state, or local environmental authorities or agencies; and (v) any other applicable documents and information with respect to environmental matters relating to the Premises. Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other documents necessary to demonstrate that Tenant complies with all Environmental Laws relating to the Premises.

27.6 Tenant's Obligation to Respond. If Tenant's Management of Hazardous Materials at the Premises (i) gives rise to liability or to a Claim under any Environmental Law, or any common law theory of tort or otherwise; (ii) causes a threat to, or endangers, the public health; or (iii) creates a nuisance or trespass, Tenant shall, at its sole cost and expense, promptly take all applicable action in response so as to comply with all applicable Environmental Laws and eliminate or avoid any liability claim with respect thereto.

27.7 Landlord's Right to Act. In the event that Tenant shall fail to comply with any of its obligations under this Article 27 as and when required hereunder, Landlord shall have the right (but not the obligation) to take such action as is required to be taken by Tenant hereunder and in such event, Tenant shall be liable and responsible to Landlord for all costs, expenses, liabilities, claims and other obligations paid, suffered, or incurred by Landlord in connection with such matters. Tenant shall reimburse Landlord immediately upon demand for all such amounts for which Tenant is liable.

27.8 Tenant's Indemnification. Notwithstanding anything contained in this Lease to the contrary, Tenant shall reimburse, defend, indemnify and hold Landlord and Landlord's affiliates, and their respective officers, directors, shareholders, partners, members, employees, and agents, free and harmless from and against any and all Claims, Response costs, losses, liabilities, damages, costs, and expenses, including, without limitation, loss of rental income, loss due to business interruption, and reasonable attorneys' fees and costs, arising out of or in any way connected with any or all of the following:

(i) any Hazardous Materials which, at any time during the Term, are or were actually or allegedly Managed, generated, stored, treated, released, disposed of or otherwise located on or at the Premises (regardless of the location at which such Hazardous Material are now or may in the future be located or disposed of), including but not limited to, any and all (1) liabilities under any common law theory of tort, nuisance, strict liability, ultrahazardous activity, negligence or otherwise based upon, resulting from or in connection with any Hazardous Material; or (2) obligations to take Response, cleanup or corrective action pursuant to any investigation or remediation in connection with the decontamination, removal, transportation, incineration, or disposal of any of the foregoing; and

(ii) any actual or alleged illness, disability, injury, or death of any person; in any manner arising out of or allegedly arisen out of exposure to Hazardous Materials or other substances or conditions present at the Premises, regardless of when any such illness, disability, injury, or death shall have occurred or been incurred or manifested itself; and

(iii) any actual or alleged failure of Tenant or the Premises at any time and from time to time to comply with all applicable Environmental Laws, whether before or after the effective date of this Lease; and

(iv) any failure by Tenant to comply with its obligations under this Article 27.

In the event any Claims or other assertion of liability shall be made against Landlord for which Landlord is entitled to indemnity hereunder, Landlord shall notify Tenant of such Claim or assertion of liability and thereupon Tenant shall, at its sole cost and expense, assume the defense of such Claim or assertion of liability and continue such defense at all times thereafter until completion. The obligations of Tenant under this Article 27 shall survive any termination or expiration of this Lease.

27.9 Landlord's Indemnification. Landlord shall reimburse, defend, indemnify and hold Tenant and Tenant's affiliates, and their respective officers, directors, shareholders, partners, members, employees, and agents, free and harmless from and against any and all Claims, Response costs, losses, liabilities, damages, costs, and expenses, including, without limitation, loss of rental income, loss due to business interruption, and reasonable attorneys' fees and costs, arising out of or in any way connected with Hazardous Materials existing prior to the Effective Date or introduced to the Property by Landlord and/or Landlord Parties prior to the Effective Date and/or during the Term of this Lease.

ARTICLE 28
TITLE AND COVENANT AGAINST LIENS

Landlord's title is and always shall be paramount to the title of Tenant, and nothing in this Lease contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Property or against Tenant's leasehold interest in the Premises and, in case of any such lien attaching, to immediately pay and remove same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Property and any and all liens and encumbrances created by Tenant shall attach only to Tenant's interest in the Premises. If any such liens so attach and Tenant fails to pay and remove same within ten (10) days, Landlord, at its election, may pay and satisfy the same, and in such event the sums so paid by Landlord shall accrue with interest from the date of payment at the Default Rate for amounts owed Landlord by Tenant. Such sums shall be deemed to be additional rent due and payable by Tenant at once without notice or demand.

Notwithstanding the foregoing or anything to the contrary in this Lease, Landlord hereby will subordinate any and all rights, whether arising under applicable law or otherwise, to impose a lien or security interest for unpaid Rent or other charges against any property, equipment, fixtures, or personal property of Tenant to any then-current lender of Tenant, and Landlord agrees to execute and deliver a commercially reasonable landlord lien subordination or access agreement reasonably requested by Tenant to confirm the foregoing.

ARTICLE 29
EXCULPATORY PROVISIONS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Landlord are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreements by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Building, the Land and the Property, and the proceeds of any insurance maintained by Landlord with respect thereto, to the terms of this Lease and for no other purpose whatsoever, and in case of default hereunder by Landlord (or default through, under or by any of its beneficiaries, or agents or representatives of said beneficiaries), Tenant shall look solely to the interests of Landlord in the Building, the Land, and the proceeds of Landlord's insurance; that neither Landlord nor any of Landlord's beneficiaries shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and no liability or duty shall rest upon Landlord to sequester the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, said Landlord, individually or personally, on account of this Lease or on account of any representation, warranty, covenant, undertaking or agreement of Landlord in this Lease contained, either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant. In no event shall either party be liable for consequential, reliance, speculative or punitive damages as a result of a breach or default under or otherwise in connection with this Lease; provided, however, that the foregoing limitation on consequential damages shall not apply to Losses arising from fraud, the gross negligence, or willful misconduct of either party, or from Tenant holding over in the Premises as provided in Article 10 hereof.

ARTICLE 30
MISCELLANEOUS

30.1 **Successors and Assigns**. Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of Landlord and Tenant, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

30.2 **Modifications in Writing**. No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon Landlord unless in writing signed by Landlord. Except as provided in this Lease, in entering into this Lease, Tenant has not relied on any representation, warranty, promise or statement, express or implied, of Landlord, or anyone acting for or on behalf of Landlord.

30.3 No Option; Irrevocable Offer. Submission of this instrument for examination shall not constitute a reservation of or option for the Premises or in any manner bind Landlord, and no lease or obligation of Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant; provided, however, the execution and delivery by Tenant of this Lease to Landlord or the agent of Landlord, if any, shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions herein contained, which offer may not be revoked for thirty (30) days after such delivery. This Lease shall become effective only upon execution thereof by both parties and delivery thereof from Landlord to Tenant.

30.4 Definition of Tenant. The word "Tenant" whenever used herein shall be construed to mean Tenant or any one or more of them in all cases where there is more than one Tenant; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed herein. In all cases where there is more than one Tenant, the liability of each shall be joint and several.

30.5 Definition of Landlord. The term "Landlord" as used in this Lease means only the owner or owners at the time being of the Property so that in the event of any assignment, conveyance or sale, once or successively, of said Property, or any assignment of this Lease by Landlord, said Landlord making such sale, conveyance or assignment shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing after such sale, conveyance or assignment, and Tenant agrees to look solely to such purchaser, grantee or assignee with respect thereto. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Property, and in such event this Lease shall not be affected by any such assignment, conveyance or sale, and Tenant hereby attorns to the purchaser, grantee or assignee.

30.6 Headings. The headings of Articles and Sections are for convenience only and do not limit, expand or construe the contents of the Articles and Sections.

30.7 Time of Essence. Time is of the essence of this Lease and of all provisions hereof.

30.8 Severability. The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.

30.9 Entire Agreement. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord and Tenant.

30.10 Force Majeure. If either party fails to timely perform any of the terms, covenants and conditions of this Lease on such party's part to be performed (other than monetary obligations) and such failure is due in whole or in part to any strikes, lockouts or labor disputes, acts of God (including without limitation floods, earthquakes and hurricanes), pandemics, epidemics, contagions, inability to obtain labor or materials or reasonable substitutes therefor that could not reasonably have been anticipated, governmental restrictions, regulations, or controls, delay in issuance of permits beyond time periods typical for the area, utility company delays beyond typical time periods for such utility company, enemy or hostile governmental action, acts of terrorism, civil commotion, war, fuel shortages, accidents, fire or other casualty, or any other cause beyond the reasonable control of such party (collectively, "Force Majeure"), then such party shall not be deemed in Default under this Lease as a result of such failure and any time for performance by such party provided for herein shall be extended by the period of delay resulting from such cause. In no event shall an event of Force Majeure be construed to excuse or extend the due date for any installment or payment of Rent or any other monetary amount due hereunder by either party.

30.11 Waiver of Trial by Jury. **IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OF OR OCCUPANCY OF THE PREMISES OR ANY CLAIM OF INJURY OR DAMAGE AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY. IF LANDLORD COMMENCES ANY SUMMARY PROCEEDING FOR NONPAYMENT OF RENT, TENANT WILL NOT INTERPOSE ANY NON-COMPULSORY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING.**

30.12 Authority. Tenant and Landlord each hereby represent and warrant that it has full authority to enter into, deliver, and perform its obligations hereunder; that the individual executing this Lease on behalf of such party has full authority to legally bind such party; that nothing herein conflicts with either of the party's governing documents or any of its commitments or obligations; and that no consent or approval of any third party is required to perform its obligations hereunder.

30.13 Financial Statements. Within thirty (30) days after the written request of Landlord, Tenant shall furnish Landlord with Tenant's and Guarantor's, if any, audited annual financial statements, if available, or otherwise Tenant's most recent annual financial statements, provided however, that (a) Tenant shall not be required to furnish such financial statements if and to the extent the required information is publicly available, (b) Tenant shall not be required to furnish such financial statements more than twice in any calendar year, and (c) any financial statements delivered by Tenant to Landlord pursuant to this Section shall be treated as confidential information and shall not be disclosed by Landlord to any third party except to Landlord's lenders, investors, accountants, attorneys, and other professional advisors, each of whom shall be bound by obligations of confidentiality, or as required by applicable law or court order.

30.14 Survival. All obligations, monetary or otherwise, accruing prior to expiration of the Term shall survive the expiration or earlier termination of this Lease.

30.15 Relationship of Parties. This Lease does not create the relationship of principal and agent, or of partnership, joint venture or of any association or relationship between Landlord and Tenant, the sole relationship between Landlord and Tenant being that of landlord and tenant.

30.16 No Merger. There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Premises by reason of the fact that the same person, firm, corporation or other entity may acquire, hold or own directly or indirectly, (a) this Lease or the leasehold interest created by this Lease or any interest therein, and (b) any such other estate or interest in the Premises or any portion thereof. No such merger shall occur unless and until all persons, firms, corporations or other entities having an interest (including a security interest) in (i) this Lease or the leasehold estate created hereby, and (ii) any such other estate or interest in the Premises or any portion thereof, shall join in a written instrument expressly effecting such merger and shall duly record the same.

30.17 Interpretation. Any ambiguity in the provisions of this Lease shall be interpreted without regard to which party prepared this Lease.

30.18 Quiet Enjoyment. If Tenant pays the rental and other charges herein provided and performs all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall, at all times during the term of this Lease, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to any portion of the Premises as may be taken under the power of eminent domain.

30.19 OFAC Representation. Neither Tenant nor any member, partner, shareholder or other owner of a direct interest in, or principal of, Tenant: (a) is listed on any Government Lists (as herein defined), (b) has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (September 23, 2001) or any other similar prohibitions contained in the rules and regulations of by the Office of Foreign Assets Control ("OFAC"), or in any enabling legislation or other Presidential Executive Orders in respect thereof, (c) has been previously indicted for or convicted of any Patriot Act Offense (as herein defined), or (d) is currently under investigation by any governmental authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" means any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (1) the criminal laws against terrorism; (2) the criminal laws against money laundering, (3) the Bank Secrecy Act, as amended, (4) the Money Laundering Control Act of 1986, as amended, or the (5) Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" means (x) the Specially Designated Nationals and Blocked Persons Lists maintained by OFAC, (y) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Landlord notified Tenant in writing is now included in "Governmental Lists", or (z) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other government authority or pursuant to any Executive Order of the President of the United States of America. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

30.20 Tax Incentive Cooperation. In the event that the Premises is subject to, or if Landlord is applying for the Premises to be subject to, a real estate tax incentive program offered by the applicable governmental authorities, then upon Landlord's request, Tenant shall timely prepare and submit affidavits, reports, information and any other documentation that the applicable governmental authority requires or desires in order to implement and/or preserve the incentives and benefits to be provided under the tax incentive program. In addition, Tenant shall at all times comply with the incentive requirements to the extent applicable to a tenant's business operations in the Premises. Each party shall, if so requested by the other, reasonably cooperate to preserve the confidentiality of any privileged or confidential information contemplated under this paragraph.

30.21 Counterparts; Electronic Signatures. This Lease may be executed and delivered in one or more counterparts, each of which when fully executed and delivered shall constitute an original, fully enforceable agreement. In addition, a signed counterpart of this Lease transmitted electronically by e-mail transmission in portable document format (.pdf), or other electronic transmission of signatures intended to preserve the original graphic appearance of a document (including, without limitation, DocuSign and AdobeSign), shall have the same force and effect as an original counterpart thereof signed and delivered by, or on behalf of, such party. In furtherance of the foregoing, the use of electronic signatures and electronic records (including, without limitation, any record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable Law.

30.22 No Relocation. Landlord shall have no right to relocate Tenant from the Premises during the Term or any extension thereof.

30.23 Confidentiality. The parties agree that the terms set forth in this Lease are strictly confidential and shall not be disclosed except to such party's employees, attorneys, accountants, and consultants (except in connection herewith or drafting or negotiating this Lease, and except as may be required by applicable law or court order). Landlord shall not make any public statement whatsoever, including, without limitation, by way of press release or media disclosure, regarding the existence or contents of this Lease, or the fact of any negotiation with respect to any of the foregoing without Tenant's prior written consent, which may be withheld in Tenant's sole and absolute discretion. Any third party entering the Premises at Landlord's request or with Landlord's permission (including, without limitation, prospective purchasers, lenders, tenants, appraisers, or brokers) shall, at Tenant's request, execute Tenant's standard form of confidentiality agreement prior to being granted access to the Premises.

ARTICLE 31
SPECIAL PROVISIONS

31.01 Tenant Improvement Allowance.

(a) The Tenant Improvement Allowance may be applied against the costs incurred by Tenant for labor engaged in the construction of Tenant's Work and materials delivered to the Premises in connection with Tenant's Work, as well as soft costs (including, without limitation, architectural, consulting, engineering, and permitting fees) and low voltage wiring and cabling. Such costs shall not include the cost of furniture or other personal property or moving expenses. Tenant shall, within thirty (30) days of the receiving the same, deliver to Landlord an itemized bill from Tenant's contractors and suppliers for services performed and materials supplied for the portion of Tenant's Work for which Tenant is seeking the Tenant Improvement Allowance.

(b) Provided that Tenant is not in Default beyond any applicable notice and cure period, and subject to Tenant's fulfillment of the conditions set forth in this Section 31.01, the Tenant Improvement Allowance shall be paid to Tenant as follows:

(i) Fifty percent (50%) of the Tenant Improvement Allowance shall be paid to Tenant in one lump sum payment within thirty (30) days after the date that all of the following items have been satisfied: (A) Landlord has approved the Working Drawings; (B) Tenant has delivered to Landlord a copy of Tenant's executed construction contract for Tenant's Work and copies of all building permits required for the commencement of Tenant's Work; and (C) Tenant has commenced Tenant's Work.

(ii) The remaining fifty percent (50%) of the Tenant Improvement Allowance shall be paid to Tenant in one lump sum payment within thirty (30) days after the date that all of the following items have been satisfied:

(a) Landlord has received final, paid in full invoices for Tenant's Work;

(b) Landlord has received unconditional, final lien waivers and releases from all parties furnishing materials and/or services in connection with Tenant's Work and who qualify to record mechanic's liens against the Premises;

(c) Landlord has received an architect's certificate, such architect to be approved by Landlord, stating that Tenant's Work has been performed and fully completed in a good and workmanlike manner and in accordance with the approved Working Drawings;

(d) Landlord has received payment in full of the Base Rent and Additional Rent for the first (1st) month of the Lease Term;

(e) Tenant has commenced operating in the Premises; and

(f) Tenant has delivered to Landlord an itemized bill from Tenant's contractors and suppliers for services performed and materials supplied for the portion of Tenant's Work for which Tenant is seeking the Tenant Improvement Allowance.

(c) The Tenant Improvement Allowance shall be the maximum contribution from the Landlord to the Tenant for Tenant's Work. If the amount of the Tenant Improvement Allowance is less than the total cost of the Tenant's Work, then Tenant acknowledges and agrees that Tenant shall be solely responsible for the payment of any deficiency and for the completion of Tenant's Work. Tenant acknowledges and agrees that Landlord shall not be liable for any deficiency amounts. Landlord shall be released from any obligations under this Lease with respect to the Tenant Improvement Allowance upon payment of the Tenant Improvement Allowance to Tenant.

31.02 Right of First Refusal. Provided that Tenant is not in Default of this Lease beyond any applicable notice and cure period, Tenant shall have an ongoing right of first refusal ("ROFR") to lease the contiguous space in the Building ("ROFR Space"). If during the Term, Landlord receives a bona fide offer ("Offer") from any third party to lease all or any portion of the ROFR Space, which Offer Landlord is prepared to accept, Landlord shall notify Tenant ("ROFR Notice") of Landlord's intention to accept such Offer. Tenant shall have the right, exercisable by Tenant within ten (10) business days of Tenant's receipt of a ROFR Notice, time being of the essence, within which to decline or accept its right to lease the subject area, in writing, and within thirty (30) business days thereafter Landlord and Tenant shall enter into a supplemental agreement to this Lease pursuant to which Tenant shall lease such space on the terms and conditions specified in the Offer (including but not limited to the rental rate), except that the term of Tenant's rental of the ROFR Space shall be coterminous with the Term and the Lease shall otherwise be in form and substance substantially similar to this Lease or the ROFR Space shall be added to this Lease via amendment. Should Tenant decline an Offer or fail to accept an Offer in writing within ten (10) business days after receipt of a ROFR Notice, time being of the essence, Landlord shall be free thereafter to lease the ROFR Space to the offering third party on the same material terms as set forth in the ROFR Notice; provided, however, that if Landlord fails to consummate such lease within twelve (12) months following the date Landlord delivered the ROFR Notice to Tenant, then Landlord shall again deliver a new ROFR Notice to Tenant, and Tenant's Right of First Refusal shall revive and continue in full force and effect.

Tenant shall continue to have a ROFR on the ROFR Space throughout the Term, upon the terms and conditions set forth above. However, Tenant's ROFR shall terminate if (a) the Lease or Tenant's right to possession of the Premises is terminated, or (b) fewer than two (2) full years remain in the Term, unless Tenant exercises an available Option to Renew. For the avoidance of doubt, the ROFR and all rights under this Section 31.02 shall inure to the benefit of any Permitted Transferee.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound hereby, have caused this Lease to be duly executed as of the date and year first set forth above.

LANDLORD:

ATTEST

THE BUNCHER COMPANY

By: /s/ Christine M. Dolfi
Christine M. Dolfi
Vice President and General Counsel

By: /s/ Gregory H.M. Broujos
Gregory H.M. Broujos
Executive Vice President of Leasing
Date: 10/2/2026

TENANT:

ATTEST/WITNESS

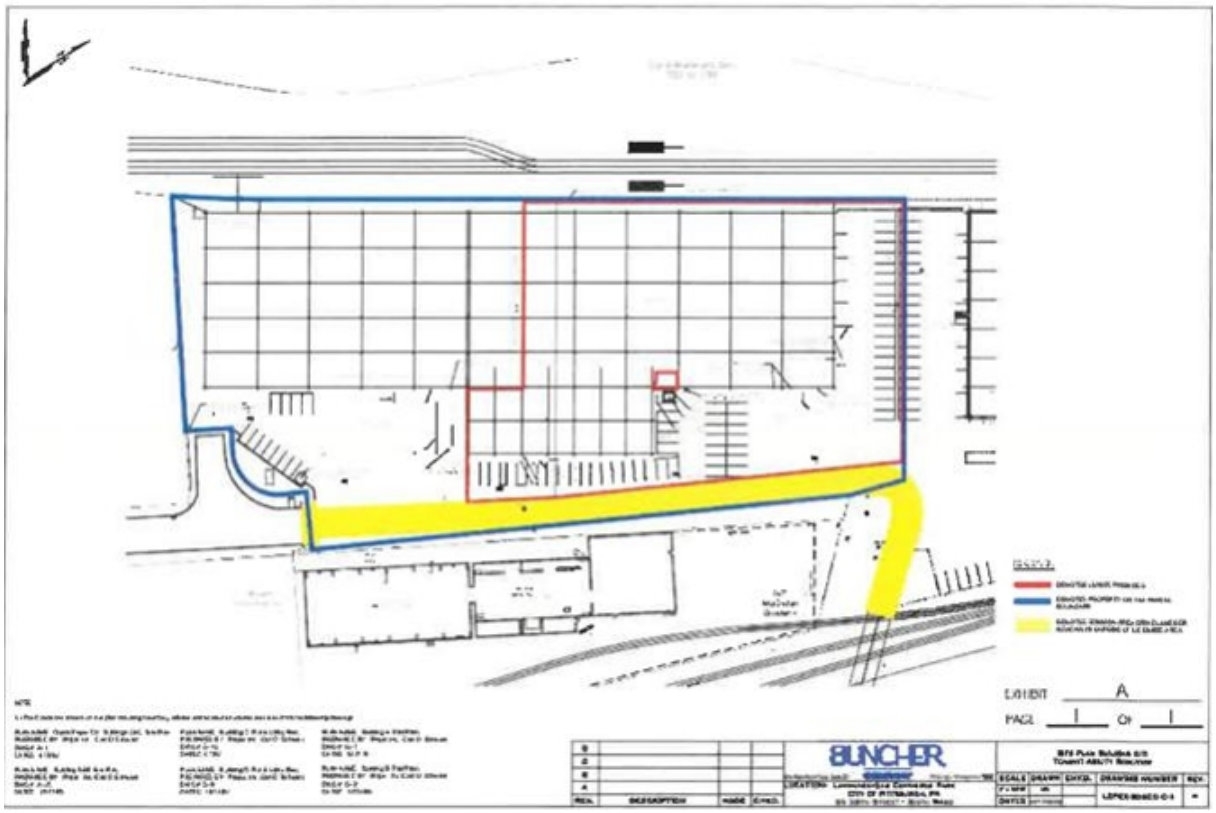
AGILITY ROBOTICS, INC.:

By:
Name:
Title:

By: /s/ Jennifer Hunter
Jennifer Hunter
Chief Operating Officer
Date: 10/2/2026

EXHIBIT A

PROPERTY SITE PLAN, THE PREMISES AND SITE PARCEL



LANDLORD: /s/ GHB

TENANT: /s/ JH

EXHIBIT B

LANDLORD'S WORK AND SPECIFICATIONS

Landlord shall repair the warehouse floor, paint as needed in the office area, and provide one (1) precast concrete ramp to convert an existing dock-high door into a drive-in door**,** in a location reasonably acceptable to Tenant prior to the Lease Commencement Date.

Landlord shall provide additional improvements as follows:

- If requested by Tenant, renovations of existing restrooms. This cost would come from the Tenant Improvement Allowance.
- If requested by Tenant, upgraded ADA accessibility. There is an accessible lift on the property which satisfies the ADA entry. In the event that the Tenant wants an ADA ramp access, that expense would come from the Tenant Improvement Allowance.
- Building exterior painting. Landlord will agree to pay for the cost of this painting project and will involve the Tenant in color selection. Landlord has sole discretion over the ultimate color selection.
- Enhanced safety protections inside the warehouse (i.e. railing around loading dock, etc.). Landlord agrees to this cost.

LANDLORD: /s/ GHB

TENANT: /s/ JH

EXHIBIT C

TENANT'S WORK

Item[1]	Permitted to Remain Upon Lease Expiration	Required to Be Removed Upon Lease Expiration
External Signage with Illumination		X
Internal Si1ma_ge		X
Chain Link Fencing and Posts		X
Carnet on Walls in Office Area		X
Reception Area Casework & Tops	X	
Reception Area Flooring	X	
Restroom Renovations	X	
.		
Truck Ramp	X	
Security Cameras, Sensors, Keypads, and Wires		X

LANDLORD: /s/ GHB

TENANT: /s/ JH

Scalo Development & Construction Services Attached

EXHIBIT D

INTENTIONALLY OMITTED

LANDLORD: /s/ GHB

TENANT: /s/ JH

LANDLORD: /s/ GHB

TENANT: /s/ JH

EXHIBIT E

MOVE-OUT STANDARDS

Notwithstanding the following, Tenant's obligations under this Exhibit E are subject to, and limited by, the Specific Removal provisions of Articles 9.3 and 14 of this Lease and shall not require removal of any Alteration funded in whole or in part by the Tenant Improvement Allowance unless designated as a Specific Removal.

At the expiration or earlier termination of the Lease and in addition to any other provisions of the Lease regarding surrender of the Premises, Tenant shall surrender the Premises in the same condition as they were upon delivery of possession thereto under the Lease, reasonable wear and tear excepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property and trade fixtures and such alterations or additions to the Premises made by Tenant as may be specified by Landlord for removal. If Tenant fails to remove its personal property, fixtures or alterations or additions upon the expiration or earlier termination of the Lease, the same shall be deemed abandoned and shall become the property of Landlord. Notwithstanding the foregoing, Tenant shall be liable to Landlord for all costs and damages incurred by Landlord in removing, storing or selling such property, fixtures, alterations or additions and in restoring the Premises to the condition required pursuant to the Lease.

Notwithstanding anything to the contrary in the Lease, Tenant shall surrender the Premises, at the time of the expiration or earlier termination of the Lease, in a condition that shall include, but is not limited to, the following:

All interior and exterior lighting is to be placed into good working order. This includes, but is not limited to, office lighting, building lighting, parking lot lighting, and emergency life safety lighting systems. This includes, but is not limited to, replacement of bulbs, ballasts, battery packs, switches, and lenses as needed. All light covers must be properly installed.

All truck doors and dock levelers should be serviced and placed in good operating order (including, but not limited to overhead door springs, rollers, tracks and motorized door operator). This would include the necessary (a) replacement of any dented truck door panels, broken panels and cracked lumber, and (b) adjustment of door tension to insure proper operation. All door panels that are replaced shall be painted to match the building standard. All dock door steel folding safety/security gates will need to be operational. Tenant to provide Landlord with evidence this item was reviewed and repairs were made, as applicable.

HVAC system shall be in good working order, including the necessary replacement of any parts to return the unit to a well-maintained condition. This includes, but is not limited to, filters, thermostats, warehouse heaters and exhaust fans. Tenant must supply Landlord with maintenance records.

All walls must be clean and free of holes. All markings will need to be cleaned and removed.

All CMU penetrations will need repaired in compliance with LL's standards and specifications, as follows:

Clean concrete hole to receive MG-KRETE patching material

- Follow manufacturer's instructions for mixing MG-KRETE: two-part A and B powder to one part liquid. Apply patching material.
- Smooth patching materials with a steel trowel.

The carpets and vinyl tiles shall be in a clean condition and shall not have any holes or chips in them. All floors (warehouse and office) shall be free of excessive dust, dirt, grease, oil and stains. All tape and stenciling will need to be removed.

Facilities shall be returned in a clean condition, including, but not limited to, the cleaning of the kitchen/cafeteria, restroom areas, windows, and other portions of the Premises.

There shall be no protrusion of anchors from the warehouse floor and all holes shall be appropriately patched. All safety bollards shall be removed. If machinery/equipment is removed, the electrical lines shall be properly terminated at the nearest junction box.

All exterior windows with cracks or breakage shall be replaced. All windows shall be clean.

Tenant shall provide keys for all locks on the Premises, including front doors, rear doors, and interior doors.

All mechanical and electrical systems shall be left in good working order and a safe condition. Bare wires and dangerous installations shall be corrected to Landlord's reasonable satisfaction.

All plumbing fixtures, equipment and drains shall be in good working order. Hot water heater must work. All dock door steel folding safety/security gates will need to be operational. Tenant to provide Landlord with a letter from a certified plumbing contractor stating the hot water tank system has been inspected and is operational in compliance with all required plumbing codes.

All dock bumpers shall be left in place and well-secured in good condition with Tenant making any repairs as needed. Replace all damaged and/or missing dock door weather seals.

No ceiling tiles may be missing or damaged.

All trash shall be removed from both inside and outside of the Building.

All Tenant signs throughout the Premises and Building (including, without limitation, on any doors) shall be removed.

All window coverings and blinds shall be clean, free of visible dust, unbent, free of damage, and in good working condition.

ADD (from existing move-out letter template):

- Remove all signage, vendor trash dumpsters, compactor systems, debris, and exterior furnishings from the LP. Removal and disposal shall comply with all required permits and codes.

- Repair all cracked and damaged concrete ADA entrance ramp sections. Prep, prime, and repaint all handrail systems. All concrete work will need to be in compliance with LL's standards and specifications.

- Remove the security system and card access equipment to include all cameras, audio intercom systems, door card readers, door sensors, network cabling, control panels, and related hardware. All security network cabling and conduit will need to be removed. All man doors will need to be in proper working order to include standard code compliant door hardware and door closers. All door lockset systems shall be operational with a standard key system. All building man door and/or door frame penetrations will need repaired and/or replaced in compliance with LL's standards and specifications. All sheetrock/drywall penetrations and/or holes shall be repaired with a drywall filler material and sanded to a smooth level finish.

- Remove the server room supplemental HVAC to include all plumbing/gas lines, electrical disconnects, electrical panels, condensing units, duct work, thermostats, and related equipment. All plumbing, electrical, and HVAC works shall be completed by certified plumbing, electrical, and/or HVAC contracts in compliance with all required pennits and codes.

- Remove all Tenant servers, computers, cabinets, racking, network cable troughs, computer network cabling, Wi-Fi systems, conduit, and equipment. All computer network cabling shall be removed from the ceiling, floor, and walls. All electrical work shall be completed by a certified electrical contractor in compliance with all required electrical permits and codes.

- All computer cabinet racking and equipment anchor bolts within the floor shall be removed in compliance with LL's standard and specifications.

- All office areas must be free of all trash, furniture systems, and office equipment to include **all** copiers, telephone systems, computer network servers, audio visual systems, Wi-Fi systems, and computer network cabling.

- All kitchen plumbing fixtures, drain lines, faucets, and shut valves must be operational and in compliance with all required plumbing codes.

- Remove the supplemental fire panel system to include all audible and visual devise, pull stations, conduit, and wiring. All supplemental in line rack sprinkler lines and heads will need removed and all sprinkler lines and heads returned to building standard height and spacing in compliance with LL's standards and specifications.

- All handled fire extinguishers shall be removed to include all signage and wall hanging hardware.

- All restrooms must be free of all trash. All VCT floor surfaces, wall surfaces, vent diffusers, modesty panels, water closets, and janitorial sinks must be wiped clean and free of all markings and/or stains. All plumbing fixtures, faucets, flush systems, shut valves, paper dispensing units, drain lines, water cooler systems, and floor drains must be operation in compliance with all required plumbing codes.

- All Tenant equipment, debris, pallets, and product inventory must be removed from the warehouse. The Tenant equipment will need to be removed to include all electrical conduit, electrical disconnects, transfer switches, electrical panels, wiring, and related hardware attached to the wall panel system, structural steel, and support columns.

- All supplemental emergency lighting, task lighting, switches, and duplex electrical outlets will need to be removed, to include all electrical conduit, electrical disconnects, transfer switches, electrical panels, and wiring.

- All warehouse structural support steel columns must be inspected upon tenant removing all racking systems confirming there is no structural damage to the warehouse structural steel columns.

- Submit a letter from a certified contractor stating the precast concrete drive-in ramp has been inspected and complies with design specifications to include all threshold steel plating.

LANDLORD: /s/ GHB

TENANT: /s/ JH

EXHIBIT F

ANCHOR BOLT INSTALLATION AND REMOVAL

Section l .A.
DEWALT HEX HEAD SCREW-BOLT+ INSTALLATION

1) Required anchor bolt; DeWalt Hex Head Screw-Bolt+

a.https://anchors.dewalt.com/anchors/products/mechanical-anchors/screw-anchors/screw-boltplus/screw-boltplus_hex_head.php

2) Using the proper drill bit size, drill a hole into the base material to the required depth. The tolerances of the selected drill bit should meet the requirements of ANSI standard B212.15.

3) Remove dust and debris from hole during drilling (using dust extractor or hollow bit) or following drilling (using suction or forced air) to extract loose particles created during drilling.

4) Select a torque wrench or powered impact wrench that will not exceed the maximum torque for the selected anchor diameter or embedment. Attach the appropriately sized hex socket or driver to the torque wrench or impact wrench. Mount the screw anchor head into the socket.

5) Drive the anchor into the hole until the head of the anchor comes into contact with the fixture. The anchor must be snug after installation. Do not spin the hex socket off the anchor to disengage.

Section 1.B.
DEWALT HEX HEAD SCREW-BOLT+ REMOVAL

1) Reverse drive the DeWalt Hex Head Screw-Bolt+ from the floor leaving the anchor bolt hole.

2) Clean any debris from the hole to receive MG-KRE1E patching material.

3) Follow manufacturer’s instructions for mixing MG-KRE1E: two-part A & B powder to one part liquid. Apply patching material.

4) Smooth patching material with a steel trowel to the grade of the existing concrete floor.

Section 1.C.
ALTERNATE BOLT REMOVAL

1) Core drill a two-inch diameter hole in existing concrete floor around each alternate anchor bolt or other embedded fastener.

2) Drill hole to a minimum of two inches (2”) below the surface of the floor.

3) Remove plug of concrete and anchor bolt or fastener and all debris from hole.

4) Clean concrete hole to receive MG-KRE1E patching material.

5) Follow manufacturer’s instructions for mixing MG-KRE1E: two-part A & B powder to one part liquid. Apply patching material.

6) Smooth patching material with a steel trowel to the grade of the existing concrete floor.

LANDLORD: /s/ GHB

TENANT: /s/ JH

EXHIBIT G

[FORM OF LETTER OF CREDIT]

JPMORGAN CHASE BANK N.A.
Trade & Working Capital Operations
10420 Highland Manor Drive, Floor 03
Tampa, Florida 33610-9128

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER

DATE:

To: Beneficiary Name and Address

DEAR SIR/MADAM:

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN YOUR FAVOR.

BENEFICIARY: The Buncher Company, One Waterfront Place, 1251 Waterfront Place, Suite 201, Pittsburgh, PA 15222, Attn: Leasing

ACCOUNT PARTY: Agility Robotics, Inc., 4698 Truax Drive SE, Salem, OR 97317 DATE OF EXPIRY:

PLACE OF EXPIRY: OUR COUNTERS AMOUNT: $1,500,000.00

APPLICABLE RULES: ISP LATEST VERSION

ACCOUNT PARTY We hereby establish our unconditional (except as provided herein) irrevocable letter of credit **in** your favor for account of the account party up to an aggregate amount not to exceed One Million Five Hundred Thousand and 00/100 US Dollars ($1,500,000.00) available by presentation to us of the following:

Your dated statement, signed by a purportedly authorized officer/official of Beneficiary certifying that: “The Beneficiary is entitled to draw upon this Letter of Credit pursuant to Articles 4 and 19 of the lease (the “Lease”) dated September_, 2026 by and between The Buncher Company, as Landlord, and Agility Robotics, Inc., as Tenant, relating to premises at 55 38th Street, Pittsburgh, Pennsylvania 15201. WE HEREBY DEMAND THE AMOUNT OF USD____ UNDER JPMORGAN CHASE BANK, N.A. LETTER OF CREDIT NUMBER “

You shall have the right to make partial draws against this Letter of Credit, in multiple draws which may be made by you from time to time, without additional charges.

THIS LETTER OF CREDIT IS TRANSFERABLE, BUT ONLY IN ITS ENTIRETY, AND MAY BE SUCCESSIVELY TRANSFERRED. TRANSFER OF THIS LETTER OF CREDIT SHALL BE EFFECTED BY US UPON YOUR SUBMISSION OF THIS ORIGINAL LETTER OF CREDIT, INCLUDING ALL AMENDMENTS, IF ANY, ACCOMPANIED BY OUR TRANSFER REQUEST FORM DULY COMPLETED AND EXECUTED. IF YOU WISH TO TRANSFER THE LETTER OF CREDIT, PLEASE CONTACT US FOR THE FORM WHICH WE SHALL PROVIDE TO YOU UPON YOUR REQUEST. IN ANY EVENT, THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED TO ANY PERSON OR ENTITY LISTED IN OR OTHERWISE SUBJECT TO, ANY SANCTION OR EMBARGO UNDER ANY APPLICABLE RESTRICTIONS. CHARGES AND FEES RELATED TO SUCH TRANSFER WILL BE FOR THE ACCOUNT OF THE ACCOUNT PARTY.

TIIIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, TO THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND IN THE EVENT OF ANY CONFLICT ISP98 WILL CONTROL, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS. ANY DISPUTES ARISING FROM OR IN CONNECTION WITH TIIIS STANDBY LETTER OF CREDIT SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN.

Except as expressly stated herein, this undertaking is not subject to any agreements, requirements or qualification. Our obligation under this Letter of Credit is our individual obligation and is in no way contingent upon reimbursement with respect thereto, or upon our ability to perfect any lien, security interest or any other reimbursement.

This Letter of Credit shall expire at our office on September 30, 2027 (the "Stated Expiration Date"). It is a condition of this Letter of Credit that the Stated Expiration Date shall be deemed automatically extended without amendment for successive one (1) year periods from such Stated Expiration Date, unless at least sixty (60) days prior to such Stated Expiration Date (or any anniversary thereof) we shall send you notice in writing by nationally recognized overnight courier service that we elect not to consider this Letter of Credit extended for any such additional one (1) year period.

WE ENGAGE WITH YOU THAT DOCUMENTS DRAWN AND PRESENTED UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT SHALL BE DULY HONORED IF PRESENTED AT OUR COUNTERS AT 10420 HIGHLAND MANOR DRIVE, FLOOR 03, MAIL CODE: FL3-2300, TAMPA, FL 33610-9128, ATTN: TRADE & WORKING CAPITAL OPERATIONS, ON OR BEFORE THE EXPIRATION DATE. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE BY WIRE TRANSFER TO THE BENEFICIARY'S ACCOUNT PER THEIR INSTRUCTIONS. ALL DOCUMENTS PRESENTED MUST BE IN ENGLISH.

DRAWINGS HEREUNDER MAY BE PRESENTED BY FACSIMILE/TELECOPY ("FAX") TO FAX NUMBER 856-294-5267UNDER TELEPHONE PRE-ADVICE TO 1-800-634-1969. SUCHFAXPRESENTATION(S)MUST BE RECEIVED ON OR BEFORE THE EXPIRY DATE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT. ANY SUCH FAX PRESENTATION SHALL BE CONSIDERED THE SOLE OPERATIVE INSTRUMENT OF DRAWING. IN THE EVENT OF PRESENTATION BY FAX, THE ORIGINAL DOCUMENTS SHOULD NOT ALSO BE PRESENTED.

ALL INQUIRIES REGARDING THIS TRANSACTION MAY BE DIRECTED TO OUR CLIENT SERVICE GROUP AT THE FOLLOWING TELEPHONE NUMBER OR EMAIL ADDRESS QUOTING OUR REFERENCE

TELEPHONE NUMBER [***]
EMAIL ADDRESS: [***]

Very truly yours,

Authorized Signatory

LANDLORD: /s/ GHB

TENANT: /s/ JH

Exhibit 10.18

Agility Robotics, Inc.

November 2, 2026

Damion Shelton
Via email: [***]

Re: Second Amended and Restated Advisor Agreement

Dear Damion:

Reference is made to that certain Advisor Agreement, dated as of March 14, 2025, as amended and restated in full on June 19, 2026 (the "Original Date"), by and between the Company (as defined below) and you (the "Prior Agreement"). This letter (the "Advisor Agreement") amends and restates the Prior Agreement in its entirety and sets forth the terms and conditions of your participation as an advisor to Agility Robotics Inc., a Delaware corporation (the "Company"), effective as of the date first set forth above (the "Effective Date").

As an advisor, you will serve as special advisor to Agility's Chief Executive Officer. As part of your participation, you may be asked to assist in public policy matters and provide introductions to customers and partners.

You will be asked to attend face-to-face or teleconference meetings in connection with your responsibilities. We will reimburse you for all of your reasonable out-of-pocket expenses incurred in connection with your participation in any meetings we ask you to attend as an advisor to the Company.

The term of your participation as an advisor shall be the earlier of two years from the Original Date, or if terminated earlier by the Company for Cause, the date of notice by the Company. For purposes of this Advisor Agreement, "Cause" shall mean (i) gross negligence or willful misconduct in the performance of your duties to the Company or a material breach of any provision of any advisory, nondisclosure, non-competition or other similar agreement between you and the Company, (ii) the commission of (or plea of guilty or nolo contendere to) a felony or a crime involving moral turpitude causing material harm to the standing and reputation of the Company, or (iii) a material violation of the Company's code of conduct or policies and procedures. If the Company believes it has Cause under paragraph (i) or (iii), it shall provide written notice to you of its grounds and provide you a 30-day opportunity to cure, if capable of cure.

You agree to continue to abide by the terms of the Intellectual Property Assignment executed on April 25, 2023 and the provisions of that certain Employment Offer Letter and Confidentiality Agreement executed on November 12, 2015, dealing with Inventions (as defined therein). You hereby agree further agree that (i) at all times during your participation as an advisor, you will not without the prior written approval of an officer of the Company engage in any activity that has a conflict of interest with the Company, including any competitive employment, business, or other activity, and you will not assist any other person or organization that competes, or intends to compete, with the Company and (ii) at all times during your participation as an advisor, you will not, directly or indirectly, solicit or induce any employee, independent advisor, independent contractor or customer of the Company to terminate or breach any employment, contractual or other relationship with the Company.

In consideration for your participation as an advisor to the Company, you will receive the Separation Benefits, as defined in, and subject to the terms of, the Separation Agreement entered into between you and the Company. Furthermore, starting November 1, 2026 (the "Annual Services Start Date"), the Company will pay you the aggregate amount of $100,000 (the "Advisory Fee") for up to 200 hours of service over a twelve (12) month time period (as measured from the Annual Services Start Date) (the "Annual Service Hours"). The Advisory Fee will be paid in 12 equal monthly installments with the first payment made within 15 days of the Annual Services Start Date. For any services in excess of the Annual Service Hours, the Company will pay you $500 per hour that you spend providing advisory services hereunder (as such services are requested by the Company and provided by you), payable in arrears on a monthly basis. Nothing in this Agreement has any effect on your right to compensation for service as a director of the Company, which shall be addressed by separate Agreement at a later date.

You represent that your service as an advisor to the Company does not and will not breach any agreement you have with any employer or other person (including without limitation any nondisclosure or non-competition agreement), and that you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any current or previous employer or others.

This Advisor Agreement shall be governed by the laws of the State of Delaware without reference to its conflicts of laws provisions. If the terms of your participation as set forth herein are acceptable, please sign where indicated below. Please return to me a signed copy of this letter. We look forward to your continued participation as an advisor to the Company.

Sincerely,

Agility Robotics Inc.

By: /s/ Peggy Johnson
Name: Peggy Johnson
Title: Chief Executive Officer

Agreed and Accepted effective as of the Effective Date:

By: /s/ Damion Shelton
Damion Shelton

Exhibit 16.1

November 6, 2026

Office of the Chief Accountant
U.S. Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549

Ladies and Gentlemen:

We have read Agility Robotics, Inc. (legal successor of Churchill Capital Corp XI) statements included under Item 4.01 of its Form 8-K dated November 6, 2026. We agree with the statements concerning our Firm under Item 4.01, in which we were informed of our dismissal on November 4, 2026, following completion of the Company's review as of and for the quarter ended September 30, 2026, which consists only of the accounts of the pre-Business Combination Special Purpose Acquisition Company. We are not in a position to agree or disagree with other statements contained therein.

Very truly yours,

/s/ WithumSmith+Brown, PC

New York, New York

Exhibit 21.1

Subsidiaries of Registrant*

Name of Subsidiary	**Jurisdiction**
Old Robot Holdings, Inc.	Delaware

* All subsidiaries are wholly owned by the Registrant

Exhibit 99.1

UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL INFORMATION

Capitalized terms used but not defined in this Exhibit 99.1 shall have the meanings ascribed to them in the Current Report on Form 8-K ("Form 8-K") filed with the Securities and Exchange Commission (the "Commission") on November 6, 2026 and, if not defined in the Form 8-K, capitalized terms used but not defined in this Exhibit 99.1 shall have the meanings ascribed to them in the definitive proxy statement/prospectus filed by CCXI with the Securities and Exchange Commission on October 13, 2026, prior to the consummation of the business combination (the "Proxy Statement/Prospectus").

Introduction

On June 24, 2026, CCXI entered into the Merger Agreement with Merger Sub and Agility.

CCXI is a blank check company formed in order to effect a merger, amalgamation, share exchange, asset acquisition, stock purchase, reorganization or other similar business combination with one or more businesses. CCXI was incorporated under the laws of the Cayman Islands on June 4, 2025.

On December 18, 2025, CCXI consummated its initial public offering of 41,400,000 CCXI public units, including 5,400,000 CCXI public units pursuant to the underwriters' full exercise of the over-allotment option. The CCXI public units were sold at an offering price of $10.00 per unit, generating gross proceeds to CCXI of $414,000,000. Simultaneously with the consummation of the CCXI IPO and the exercise of the underwriters' over-allotment option, CCXI consummated the private placement of 500,000 CCXI private placement units to the Sponsor at a price of $10.00 per unit, generating total proceeds of $5,000,000. Transaction costs amounted to $19,618,232, consisting of $3,000,000 of underwriting fees, $15,990,000 of deferred underwriting fees (of which $1,500,000 has been paid and $14,490,000 remains deferred) and $628,232 of other offering costs.

Agility Robotics, Inc. was organized in 2015 under the laws of the State of Delaware as a spinoff of Oregon State University, to commercialize research from the Dynamic Robotics Laboratory on bipedal locomotion. Since inception, Agility has developed several versions of a bipedal robot, referred to as Digit. Historically, Digit has been sold as a unit, deployed under robot deployment arrangements, and used for short-term customer acceleration program engagements (historically referred to as proof-of-concept or POC), with strategic partners and prospective long-term customers. These efforts are still largely considered to be research and development, and Agility is currently considered to be a development stage company. Agility is headquartered in Salem, Oregon, previously in Tangent, Oregon, with offices located in Pittsburgh, Pennsylvania, San Jose, California and Fremont, California.

On November 2, 2026, CCXI held an extraordinary general meeting in lieu of an annual meeting of shareholders of CCXI (the "Extraordinary General Meeting") where the shareholders of CCXI considered and approved, among other matters, the proposal described in the Proxy Statement/Prospectus to approve the entry into the Merger Agreement and consummate the Transactions contemplated thereby. The Business Combination was completed on November 4, 2026 (the "Closing Date"). The following unaudited pro forma condensed combined financial information is being provided to aid in the analysis of the financial aspects of the business combination and other events contemplated by the Merger Agreement. The following unaudited pro forma condensed combined financial information presents the combination of the financial information of CCXI and Agility, adjusted to give effect to the business combination and other events contemplated by the Merger Agreement. The following unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X.

The unaudited pro forma condensed combined financial statements give effect to the business combination and other events contemplated by the Merger Agreement as described in the Proxy Statement/Prospectus.

The unaudited pro forma condensed combined balance sheet as of June 30, 2026 combines the historical unaudited condensed balance sheet of Agility with the historical unaudited condensed balance sheet of CCXI on a pro forma basis as if the business combination and the other events contemplated by the Merger Agreement, summarized below, had been consummated on June 30, 2026.

The unaudited pro forma condensed combined statement of operations for the six months ended June 30, 2026 combines the historical unaudited condensed statement of operations of Agility for the six months ended June 30, 2026 and the historical unaudited condensed statement of operations of CCXI for the six months ended June 30, 2026. The unaudited pro forma condensed combined statement of operations for the year ended December 31, 2025, combines the historical audited statement of operations of Agility for the year ended December 31, 2025, with the historical audited statement of operations of CCXI for the period from June 4, 2025 (inception) through December 31, 2025. Although CCXI was incorporated as a Cayman Islands exempted company on June 4, 2025, for purposes of unaudited pro forma condensed combined statements of operation for the six months ended June 30, 2026 and the year ended December 31, 2025, the business combination and other events contemplated by the Merger Agreement have been given effect as if they had been consummated as of January 1, 2025.

The unaudited pro forma condensed combined financial statements have been prepared for informational purposes only and are not necessarily indicative of what the Post-Closing Company's condensed financial position or results of operations actually would have been had the business combination been consummated on the dates indicated above, nor are they necessarily indicative of future results of operations. In addition, the unaudited pro forma condensed combined financial statements do not purport to project the future financial position or operating results of the Post-Closing Company.

The unaudited pro forma condensed combined financial information was derived from and should be read in conjunction with the following historical financial statements and the accompanying notes, which are included in the proxy statement/prospectus or incorporated by reference into this Current Report on Form 8-K:

- audited historical financial statements of CCXI for the period from June 4, 2025 (inception) through December 31, 2025;
- unaudited historical condensed financial statements of CCXI as of and for the six months ended June 30, 2026;
- audited historical financial statements of Agility for the year ended December 31, 2025;
- unaudited historical condensed financial statements of Agility as of and for the six months ended June 30, 2026; and
- other information relating to CCXI and Agility included in the proxy statement/prospectus, including the Merger Agreement and the description of certain terms thereof and the financial and operational condition of CCXI and Agility.

Description of the Business Combination

Pursuant to the Merger Agreement and the related agreements, and upon the terms and subject to the conditions set forth therein, CCXI acquired Agility and Agility became a publicly traded company through the business combination. The business combination consists of (a) the transfer of the registration of CCXI by way of continuation from the Cayman Islands to the State of Delaware (the "*Domestication*"), and (b) following the Domestication, the merger of Merger Sub with and into Agility, with Agility as the surviving entity and as a wholly owned subsidiary of CCXI. Subject to the terms and conditions of the Merger Agreement, the value of the aggregate consideration paid to Agility stockholders, holders of Agility options and Agility convertible securities was $2,500,000,000. At the Effective Time, each share of Agility common stock issued and outstanding immediately prior to the Effective Time (other than Excluded Shares and Dissenting Shares) was automatically cancelled and converted into the right to receive a number of shares of Post-Closing Company common stock equal to the Exchange Ratio. The Exchange Ratio is based on the per share Equity Value (calculated in accordance with the Merger Agreement). Subject to the assumptions described herein, as of the date of this current report on the Form 8-K, 9.202 shares of Post-Closing Company common stock were issued for each issued and outstanding share of Agility common stock (after giving effect to the Conversions and including shares subject to any Agility restricted stock award).

Following the business combination and related events and based on the Exchange Ratio of 9.202, the following was outstanding (excluding issuance of shares related to the PIPE Subscription Agreements and the CCXI Convertible Notes):

- 191,792,080 shares of Post-Closing Company common stock issued to Agility's stockholders;
- Post-Closing Company options related to the assumption of Agility stock options and RSUs, which are exercisable for an estimated 61,014,692 shares of Post-Closing Company common stock;
- 500,000 shares of Post-Closing Company common stock in exchange for CCXI private placement shares held by the Sponsor subject to certain provisions under the Sponsor Agreement;

- 13,800,000 shares of Post-Closing Company common stock in exchange for CCXI Founder Shares held by the Sponsor subject to certain provisions under the Sponsor Agreement;

- 15,948,196 CCXI public shares of the Post-Closing Company common stock held by CCXI public shareholders.

The business combination occurred based on the following transactions as contemplated by the Merger Agreement:

- the Domestication and related automatic conversion of each CCXI Class A Ordinary Share issued and outstanding immediately prior to the Domestication into one share of CCXI common stock;

- the Merger of Merger Sub with and into Agility, with Agility continuing as the surviving entity and as a wholly owned subsidiary of CCXI;

- each share of Agility common stock, including shares of Agility common stock issued upon the pre-Closing conversions of Agility preferred stock, Agility SAFEs and all equity securities issued or issuable in connection with a Permitted Bridge Financing (to the extent not already constituting Agility SAFEs), were automatically surrendered and ceased to exist, and were exchanged for the right to receive, in the aggregate, the Merger Consideration; and

- the assumption of each outstanding and unexercised Agility option (whether or not vested) was assumed by the Post-Closing Company and became an option to purchase shares of Post-Closing Company common stock, on the same terms and conditions (including applicable vesting, exercise and expiration provisions) as applied to each such Agility option immediately prior to the Effective Time (each an "*Exchanged Option*"), except that (1) the number of shares of Post-Closing Company common stock subject to such Exchanged Option equals (a) the number of shares of Agility common stock that were subject to such option immediately prior to the Effective Time multiplied by (b) the Exchange Ratio, rounded down to the nearest whole share, and (2) the per share exercise price equals the quotient of (a) the exercise price per share of Agility common stock at which such option was exercisable immediately prior to the Effective Time, divided by (b) the Exchange Ratio, rounded up to the nearest whole cent.

Available Closing SPAC Cash shall not be less than $200.0 million, which is calculated as follows:

- all amounts in the trust account (after reduction for the aggregate amount of payments required to be made in connection with any valid CCXI public shareholder redemptions of CCXI public shares and any permitted withdrawals (as defined in the CCXI current articles of association), but before payment of any CCXI or Agility transaction expenses and repayment of any Sponsor loans, if any), plus

- the net proceeds of any incremental financing raised by CCXI or Agility in connection with the Transactions, including the PIPE Investment in accordance with the terms and conditions of the PIPE Subscription Agreements.

Other agreements that are entered into in connection with the business combination are summarized below:

- Subscription Agreements — In connection with the execution of the Merger Agreement, CCXI entered into the PIPE Subscription Agreements with PIPE Investors. Pursuant to the terms of the PIPE Subscription Agreements, CCXI issued and sold to the PIPE Investors 20,102,500 shares of CCXI common stock at a purchase price of $10.00 per share for an aggregate purchase price of $201,025,000.

- Agility SAFEs — In July 2026, Agility authorized up to $100 million of additional financing through the issuance and sale of simple agreements for future equity, which Agility converted into approximately 1,408,450 shares of Agility common stock. Agility raised $100 million through the issuance and sale of such Agility SAFEs.

- CCXI Convertible Notes — In July and August 2026, CCXI issued unsecured promissory notes in the aggregate principal amount of $2,250,000 to the Sponsor, for CCXI's working capital needs. CCXI Convertible Notes do not bear interest and matures upon the earlier of the closing of an initial business combination by the Company and the Company's liquidation. Amounts outstanding under the CCXI Convertible Notes are settled, at the option of the Sponsor, into Conversion Units, at a conversion price of $10.00 per unit. The CCXI Convertible Notes were settled for 225,000 shares of Post-Closing Company common stock. Upon settlement, the Sponsor was also issued 22,500 Post-Closing Company warrants.

Basis of Pro Forma Presentation

The unaudited pro forma condensed combined financial information has been prepared in accordance with Article 11 of Regulation S-X. The adjustments in the unaudited pro forma condensed combined financial information have been identified and presented to provide relevant information necessary for an illustrative understanding of Post-Closing Company upon consummation of the business combination in accordance with U.S. GAAP. Assumptions and estimates underlying the unaudited pro forma adjustments set forth in the unaudited pro forma condensed combined financial information are described in the accompanying notes.

The unaudited pro forma condensed combined financial information has been presented for illustrative purposes only and is not necessarily indicative of the operating results and financial position that would have been achieved had the business combination occurred on the dates indicated. Any net cash proceeds remaining after the consummation of the business combination and the other related events contemplated by the Merger Agreement are expected to be used for general corporate purposes. The unaudited pro forma condensed combined financial information does not purport to project the future operating results or financial position of Post-Closing Company following the completion of the business combination. The unaudited pro forma adjustments represent management's estimates based on information available as of the date of these unaudited pro forma condensed combined financial information and are subject to change as additional information becomes available and analyses are performed. CCXI and Agility have not had any historical relationship prior to the discussion of the Merger. Accordingly, no Transaction Accounting Adjustments were required to eliminate activities between the companies.

The unaudited pro forma condensed combined financial information contained herein reflects the redemption of 25,451,804 outstanding shares of CCXI Class A common stock for cash equal to their pro rata share of the aggregate amount on deposit in the trust account (including interest earned on the funds held in the trust account, net of taxes).

The unaudited pro forma condensed combined financial information has been prepared using the known redemptions of CCXI public shares held by CCXI public shareholders for cash in an amount equal to their pro rata portion of the funds held in the trust account net of permitted withdrawals, calculated as of two business days prior to the Closing Date.

The following summarizes the unaudited pro forma shares of Post-Closing Company common stock issued and outstanding immediately after the business combination, excluding the dilutive effect of the potential issuance of any shares of Post-Closing Company common stock upon exercise of outstanding Agility options assumed by the Post-Closing Company, and the potential issuance of shares of Post-Closing Company common stock initially reserved for issuance under the Incentive Plan and the ESPP. The information in the below table has been rounded to the nearest whole number or the nearest decimal. Therefore, the sum of the numbers in a column may not conform exactly to the total figure given for that column in the below table.

	Shares	% Ownership
Agility stockholders[(1)]	191,792,080	79.1%
Sponsor[(2)]	14,525,000	6.0%
CCXI public shareholders	15,948,196	6.6%
PIPE Investors[(3)]	20,102,500	8.3%
Total	242,367,776	100.0%

(1) Consists of 46,091,293 shares of Post-Closing Company common stock issuable in respect of shares of Agility common stock, and 145,700,787 shares of Post-Closing Company common stock issuable in respect of Agility preferred stock. Both are based on the Exchange Ratio of 9.202.

(2) Includes 500,000 CCXI private placement shares held by the Sponsor, 13,800,000 CCXI Founder Shares held by the Sponsor and 225,000 shares issued upon settlement of the CCXI Convertible Notes.

(3) Pursuant to the terms of the PIPE Subscription Agreements, as described above, CCXI issued and sold to the PIPE Investors 20,102,500 Subscribed Shares at a purchase price of $10.00 per share for an aggregate purchase price of $201.0 million.

Accounting Treatment for the Transactions

The business combination was accounted for as a reverse recapitalization in accordance with GAAP because Agility was determined to be the accounting acquirer. Under this method of accounting, CCXI, which is the legal acquirer, was treated as the accounting acquiree for financial reporting purposes and Agility, which is the legal acquiree, was treated as the accounting acquirer for financial reporting purposes. Accordingly, the consolidated assets, liabilities and results of operations of Agility became the historical financial statements of the Post-Closing Company, and CCXI's assets, liabilities and results of operations were consolidated with Agility's beginning on the acquisition date. For accounting purposes, the financial statements of the Post-Closing Company represent a continuation of the financial statements of Agility with the business combination being treated as the equivalent of Agility issuing stock for the net assets of CCXI, accompanied by a recapitalization. The net assets of CCXI were stated at historical costs, which are expected to approximate fair value, and no goodwill or other intangible assets were recorded. Operations prior to the business combination will be presented as those of Agility in future reports of the Post-Closing Company.

Agility was determined to be the accounting acquirer based on evaluation of the following facts and circumstances:

- Agility stockholders comprise a relative majority of approximately 79.1% of the voting power of the Post-Closing Company;
- Agility has the ability to nominate a majority of the members of the board of directors of the Post-Closing Company;
- Agility's operations prior to the business combination comprise the only ongoing operations of Post-Closing Company;
- Agility's senior management comprises the senior management of the Post-Closing Company;
- The ongoing operations of Agility became the operations of the Post-Closing Company; and
- Agility's headquarters became the Post-Closing Company's headquarters.

Assumptions and estimates underlying the unaudited pro forma adjustments set forth in the unaudited pro forma condensed combined financial statements are described in the accompanying notes. The unaudited pro forma condensed combined financial statements have been presented for illustrative purposes only and are not necessarily indicative of the operating results and financial position that would have been achieved had the business combination occurred on the dates indicated. Further, the unaudited pro forma condensed combined financial statements do not purport to project the future operating results or financial position of CCXI following the completion of the Merger. The unaudited pro forma adjustments represent CCXI management's estimates based on information available as of the dates of these unaudited pro forma condensed combined financial statements and are subject to change as additional information becomes available and analyses are performed.

UNAUDITED PRO FORMA CONDENSED COMBINED BALANCE SHEET
As of June 30, 2026
(Dollars in Thousands)

	CCXI (Historical)	Agility (Historical)	Combined Historical	Transaction Accounting Adjustments		Pro Forma Combined
ASSETS						
Current assets:						
Cash and cash equivalents	$ 1,252	$ 14,652	$ 15,904	$ 431,319	**A**	$ 447,223
Accounts receivable	—	306	306	—		306
Accounts receivable – related parties	—	109	109	—		109
Inventories	—	11,365	11,365	—		11,365
Prepaid insurance	308	—	308	(308)	**B**	—
Prepaid expenses	54	4,118	4,172	(1,486)	**C**	2,686
Other current assets	—	2,995	2,995	—		2,995
Total current assets	1,614	33,545	35,159	429,525		464,684
Property and equipment, net	—	25,180	25,180	—		25,180
Other assets:						
Operating lease right-of-use assets, net	—	16,727	16,727	—		16,727
Prepaid insurance – long-term	143	—	143	(143)	**D**	—
Marketable securities and cash held in Trust Accounts	420,880	—	420,880	(420,880)	**E**	—
Restricted cash, long-term	—	7,100	7,100	—		7,100
Other non-current assets	—	194	194	143	**D**	337
Total assets	**$ 422,637**	**$ 82,746**	**$ 505,383**	**$ 8,645**		**$ 514,028**
LIABILITIES AND EQUITY						
Current liabilities:						
Accounts payable	$ —	$ 4,944	$ 4,944	$ —		$ 4,944
Accrued expenses	520	10,054	10,574	4,547	**F**	15,121
Accrued offering costs	75	—	75	—		75
Subscription agreement liability	137,772	—	137,772	(137,772)	**G**	—
Deferred underwriting fee payable, current	1,500	—	1,500	(1,500)	**H**	—
Deferred revenue	—	545	545	—		545
Operating lease obligations, current	—	588	588	—		588
Total current liabilities	139,867	16,131	155,998	(134,725)		21,273
Operating lease liabilities, non-current	—	16,849	16,849	—		16,849
Deferred underwriting fee payable	14,490	—	14,490	(14,490)	**I**	—
Total liabilities	154,357	32,980	187,337	(149,215)		38,122
TEMPORARY EQUITY						
Contingently redeemable preferred stock	—	400,776	400,776	(400,776)	**J**	—
Class A Ordinary Shares subject to possible redemption	420,880	—	420,880	(420,880)	**K**	—
Total temporary equity	420,880	400,776	821,656	(821,656)		—
SHAREHOLDERS' DEFICIT						
Class A Ordinary Shares	—	—	—	—		—
Class B Ordinary Shares	1	—	1	(1)	**L**	—
Common stock	—	—	—	24	**M**	24
Additional paid-in capital	—	323,956	323,956	832,586	**N**	1,156,542
Accumulated deficit	(152,601)	(674,966)	(827,567)	146,907	**O**	(680,660)
Total shareholders' equity (deficit)	**(152,600)**	**(351,010)**	**(503,610)**	**979,516**		**475,906**
Total liabilities, temporary equity and shareholders' deficit	**$ 422,637**	**$ 82,746**	**$ 505,383**	**$ 8,645**		**$ 514,028**

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the six months ended June 30, 2026
(Dollars in Thousands except per share amounts)

	CCXI (Historical)	Agility (Historical)	Historical Combined	Transaction Accounting Adjustments		Pro Forma Combined
Net sales – trade	$ —	$ 54	$ 54	$ —		$ 54
Net sales – related parties	—	121	121	—		121
Net sales	—	175	175	—		175
Cost of goods sold	—	3,889	3,889	—		3,889
Gross loss	—	(3,714)	(3,714)	—		(3,714)
OPERATING EXPENSES:						
Selling, general and administrative	1,067	158,212	159,279	5,694	**AA**	164,973
Research and development	—	200,753	200,753	—		200,753
Subscription agreement expense	39,073	—	39,073	—		39,073
Total operating expenses	40,140	358,965	399,105	5,694		404,799
OPERATING LOSS	(40,140)	(362,679)	(402,819)	(5,694)		(408,513)
OTHER INCOME (EXPENSE):						
Change in fair value of Subscription Agreement liability	(98,699)	—	(98,699)	98,699	**BB**	—
Interest income	7,330	974	8,304	(7,330)	**CC**	974
Other, net	—	(188)	(188)	—		(188)
INCOME (LOSS) BEFORE INCOME TAXES	(131,509)	(361,893)	(493,402)	85,675		(407,727)
Income tax expense (benefit)	—	—	—	—		—
NET INCOME (LOSS)	$ (131,509)	$ (361,893)	$ (493,402)	$ 85,675		$ (407,727)
SHARES USED IN COMPUTING NET LOSS PER SHARE ATTRIBUTABLE TO THE POST-CLOSING COMPANY SHAREHOLDERS – BASIC AND DILUTED						241,993,797
NET LOSS PER SHARE, CLASS A ORDINARY SHARES – BASIC						$ (1.68)
WEIGHTED AVERAGE SHARES OUTSTANDING, CLASS A ORDINARY SHARES – BASIC AND DILUTED	41,900,000					
NET LOSS PER SHARE, CLASS A ORDINARY SHARES – BASIC AND DILUTED	$ (2.36)					
WEIGHTED AVERAGE SHARES OUTSTANDING, CLASS B ORDINARY SHARES – BASIC AND DILUTED	13,800,000					
NET LOSS PER SHARE, CLASS B ORDINARY SHARES – BASIC AND DILUTED	$ (2.36)					
WEIGHTED AVERAGE SHARES OUTSTANDING, COMMON STOCK – BASIC & DILUTED		3,527,763				
NET LOSS PER SHARE, COMMON STOCK – BASIC & DILUTED		$ (102.58)				

UNAUDITED PRO FORMA CONDENSED COMBINED STATEMENT OF OPERATIONS
For the year ended December 31, 2025
(Dollars in Thousands except per share amounts)

	CCXI (Historical)	Agility (Historical)	Combined Historical	Transaction Accounting Adjustments		Pro Forma Combined
Net sales – trade	$ —	$ 650	$ 650	$ —		$ 650
Net sales – related parties	—	1,132	1,132	—		1,132
Net sales	—	1,782	1,782	—		1,782
Cost of goods sold	—	4,473	4,473	—		4,473
Gross loss	—	(2,691)	(2,691)	—		(2,691)
OPERATING EXPENSES:						
Selling, general and administrative	168	45,841	46,009	5,694	**AAA**	51,703
Research and development	—	91,644	91,644	—		91,644
Total operating expenses	168	137,485	137,653	5,694		143,347
OPERATING LOSS	(168)	(140,176)	(140,334)	(5,694)		(146,038)
OTHER INCOME (EXPENSE):						
Interest income	550	1,953	2,503	(550)	**BBB**	1,953
Interest expense	—	—	—	—		—
Other, net	—	136	136	—		136
INCOME (LOSS) BEFORE INCOME TAXES	382	(138,087)	(137,705)	(6,244)		(143,949)
Income tax expense (benefit)	—	—	—	—		—
NET INCOME (LOSS)	$ 382	$ (138,087)	$ (137,705)	$ (6,244)		$ (143,949)
SHARES USED IN COMPUTING NET LOSS PER SHARE ATTRIBUTABLE TO THE POST-CLOSING COMPANY SHAREHOLDERS – BASIC AND DILUTED						240,468,261
NET LOSS PER SHARE, CLASS A ORDINARY SHARES – BASIC						$ (0.60)
WEIGHTED AVERAGE SHARES OUTSTANDING, CLASS A ORDINARY SHARES – BASIC & DILUTED	2,593,810					
NET INCOME PER SHARE, CLASS A ORDINARY SHARES – BASIC	$ 0.03					
NET INCOME PER SHARE, CLASS A ORDINARY SHARES – DILUTED	$ 0.02					
WEIGHTED AVERAGE SHARES OUTSTANDING, CLASS B ORDINARY SHARES – BASIC	12,111,429					
NET INCOME PER SHARE, CLASS B ORDINARY SHARES – BASIC	$ 0.03					
WEIGHTED AVERAGE SHARES OUTSTANDING, CLASS B ORDINARY SHARES – DILUTED	12,780,000					
NET INCOME PER SHARE, CLASS B ORDINARY SHARES – DILUTED	$ 0.02					
WEIGHTED AVERAGE SHARES OUTSTANDING, COMMON STOCK – BASIC & DILUTED		3,427,670				
NET LOSS PER SHARE, COMMON STOCK – BASIC & DILUTED		$ (40.29)				

NOTES TO UNAUDITED PRO FORMA CONDENSED COMBINED FINANCIAL STATEMENTS

Note 1. Basis of Pro Forma Presentation

The business combination was accounted for as a reverse recapitalization in accordance with U.S. GAAP. Under this method of accounting, CCXI, who is the legal acquirer, was treated as the accounting acquiree for financial reporting purposes and Agility, which is the legal acquiree, was treated as the accounting acquirer for financial reporting purposes.

The unaudited pro forma condensed combined financial statements are prepared in accordance with Article 11 of SEC Regulation S-X, as amended January 1, 2021. The historical financial information of CCXI and Agility is presented in accordance with U.S. GAAP. Management has made significant estimates and assumptions in its determination of the pro forma adjustments. As the unaudited pro forma condensed combined financial information has been prepared based on these preliminary estimates, the final amounts recorded may differ materially from the information presented. The unaudited pro forma condensed combined financial information does not give effect to any anticipated synergies, operating efficiencies, tax savings or cost savings that may be associated with the business combination.

The pro forma adjustments reflecting the completion of the business combination and related transactions are based on currently available information and assumptions and methodologies that CCXI believes are reasonable under the circumstances. The unaudited condensed pro forma adjustments, which are described in the accompanying notes, may be revised as additional information becomes available. Therefore, it is likely that the actual adjustments will differ from the pro forma adjustments, and it is possible the difference may be material. CCXI believes that its assumptions and methodologies provide a reasonable basis for presenting all of the significant effects of the business combination and related transactions based on information available to management at the current time and that the pro forma adjustments give appropriate effect to those assumptions and are properly applied in the unaudited pro forma condensed combined financial information.

The unaudited pro forma condensed combined financial information is not necessarily indicative of what the actual results of operations and financial position would have been had the business combination and related transactions taken place on the dates indicated, nor are they indicative of the future consolidated results of operations or financial position of the Post-Closing Company. They should be read in conjunction with the historical financial statements and notes thereto of CCXI and Agility.

Note 2. Adjustments to Unaudited Pro Forma Condensed Combined Financial Information

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Balance Sheet as of June 30, 2026

(A) Represents pro forma adjustments to cash and cash equivalents to reflect the following (in thousands):

Reflects the reclassification of Marketable securities and cash held in trust account to Cash and cash equivalents that becomes available for general use by the Post-Closing Company following the Closing. On the Closing date, the actual balance of cash in the trust account, including accumulated interest earned during the period prior to transfer, was $425.9 million.	$	159,048
Reflects the gross proceeds received from the issuance of CCXI unsecured convertible promissory notes.		2,250
Reflects the gross proceeds received from the PIPE pursuant to PIPE Subscription Agreements of $201 million from the issuance and sale of 20,102,500 shares of the CCXI Class A Ordinary Shares at $10.00 per share, and subsequently, the conversion of CCXI Class A Ordinary Shares into shares of the Post-Closing Company common stock upon the Closing.		201,025
Reflects the gross proceed received from the issuance of Agility SAFEs.		100,000
Reflects the payment of expected transaction costs for financial advisory, legal, accounting, and other fees related to the business combination[(1)] and the settlement of deferred underwriting fees upon Closing.[(2)]		(31,004)
Total	$	431,319

(1) Approximately $31.7 million are directly attributable to the issuance of equity and are reflected as a reduction of additional paid-in capital. The remaining $6.6 million are not directly attributable to the equity issuance and are reflected as an expense. Transaction costs that have not yet been incurred are reflected as a pro forma adjustment to the balance sheet. The expense portion is presented as a nonrecurring charge and is not expected to have a continuing impact on the combined Company's results of operations.

(2) $1.5 million of the underwriting fee payable in connection with the CCXI IPO was deferred and conditioned upon the announcement by CCXI that it has entered into a definitive business combination agreement, which amount was paid to Citi, the underwriter in the CCXI IPO, on July 7, 2026. An additional approximately $14.5 million of the Deferred Underwriting Fee was deferred and conditioned upon completion of an initial business combination, which such fee is not impacted by the size of any such transaction or the level of redemptions associated therewith. Prior to the Closing, Citi waived any claim to the Deferred Underwriting Fee payable to it pursuant to the Underwriting Agreement, subject to its receipt of the $7.0 million Capital Markets Advisory Fee payable upon the Closing. CCXI and Citi have entered into an engagement letter under which Citi will provide capital markets advisory services to CCXI in connection with the business combination, and the Capital Markets Advisory Fee will be payable upon the Closing and Citi shall be eligible for an additional incentive fee of up to $3.0 million payable solely at the discretion of CCXI. At Closing, and based on this arrangement, a discretionary Capital Markets Advisory Fee of $0.7 million was paid.

(B) Represents the reclassification of $308 thousand relating to Prepaid insurance to Prepaid expenses to conform to Agility's presentation within its balance sheet.

(C) Represents pro forma adjustments to Prepaid expenses to reflect the following (in thousands):

Represents the reclassification of Prepaid insurance to Prepaid expenses to conform to Agility's presentation within its balance sheet.	$	308
Reflects the reclassification of direct and incremental transaction costs for financial advisory, legal, accounting, and other fees related to the business combination from Prepaid expenses to additional paid-in capital.		(1,794)
Total	$	(1,486)

(D) Represents the reclassification of $143 thousand relating to Prepaid insurance — long-term to Other noncurrent assets to conform to Agility's presentation within its balance sheet.

(E) Represents pro forma adjustments to Marketable securities and cash held in Trust Accounts to reflect the following (in thousands):

Reflects the reclassification of Marketable securities and cash held in trust account to Cash and cash equivalents that became available for general use by the Post-Closing Company following the Closing. On the Closing date, the actual balance of cash in the trust account, including accumulated interest earned during the period prior to transfer, was $425.9 million prior to CCXI Class A Ordinary Shares redemptions.	$	(159,048)
Reflects the redemption of 25,451,804 shares of CCXI Class A Ordinary Shares redeemed at a redemption price of $10.29 per share to redeem Churchill public stockholders.		(261,832)
Total	$	(420,880)

(F) Represents pro forma adjustments to Accrued expenses to reflect the following (in thousands):

Reflects the accrual of expected transaction costs for financial advisory, legal, accounting, and other fees related to the business combination	19,562
Reflects the payment of expected transaction costs for financial advisory, legal, accounting, and other fees related to the business combination	(15,015)
Total	$ 4,547

(G) Reflects the removal of the liability recorded by CCXI in relation to CCXI's Subscription Agreements pursuant to which CCXI has issued 20,102,500 shares of the CCXI Class A Ordinary Shares at $10.00 per share, which were subsequently converted to Post-Closing Company common stock upon the Closing. Refer to Note N below.

(H) Reflects the payment of Deferred underwriting fee payable, current of $1.5 million at Closing.

(I) Reflects the payment of the deferred underwriting fee payable, non-current of approximately $14.5 million at Closing.

(J) Reflects the conversion of Agility preferred stock into shares of Agility common stock and subsequently, of Agility common stock into shares of the Post-Closing Company common stock upon the Closing. Refer to Notes M and N for related considerations.

(K) Represents pro forma adjustments to Marketable securities and cash held in Trust Accounts to reflect the following (in thousands):

Reflects the redemption of 25,451,804 shares of CCXI Class A Ordinary Shares redeemed at a redemption price of $10.29 per share to redeem Churchill public stockholders.	$	(261,832)
Reflects the conversion of CCXI Class A Ordinary Shares Subject to Redemption, on a one-for-one basis to shares of the Post-Closing Company common stock. Refer to Notes M and N for related considerations.		(159,048)
Total	$	(420,880)

(L) Reflects the conversion of CCXI Class B Ordinary Shares, on a one-for-one basis, into CCXI Class A Ordinary Shares, and subsequently, CCXI Class A Ordinary Shares to shares of the Post-Closing Company common stock. Refer to Notes M and N for related considerations.

(M) Represents pro forma adjustments to common stock to reflect the following (in thousands):

Reflects the conversion of CCXI Class A Ordinary Shares Subject to Redemption, on a one-for-one basis to shares of the Post-Closing Company common stock	$	2
Reflects the conversion of CCXI Class B Ordinary Shares, on a one-for-one basis, into CCXI Class A Ordinary Shares, and subsequently, CCXI Class A Ordinary Shares to shares of the Post-Closing Company common stock upon the Closing.		1
Reflects the conversion of Agility preferred stock into shares of Agility common stock and subsequently, of Agility common stock into shares of the Post-Closing Company common stock upon the Closing.		15
Reflects the conversion of Agility's Common stock to shares of the Post-Closing Company common stock upon the Closing.		3
Reflects the conversion of Agility's SAFEs to 12,960,557 shares of the Post-Closing Company common stock upon Closing.		1
Reflects the issuance of 20,102,500 shares of the CCXI Class A Ordinary Shares at $10.00 per share pursuant to the PIPE Subscription Agreements, and subsequently, the conversion of CCXI Class A Ordinary Shares into shares of the Post-Closing Company common stock upon the Closing.		2
Total	$	24

(N) Represents pro forma adjustments to additional paid-in capital to reflect the following (in thousands):

Reflects the elimination of CCXI's historical accumulated deficit.	$	(152,601)
Reflects the conversion of CCXI Class A Ordinary Shares Subject to Redemption, on a one-for-one basis to shares of the Post-Closing Company common stock.		159,046
Reflects the conversion of Agility preferred stock into shares of Agility common stock and subsequently, of Agility common stock into shares of the Post-Closing Company common stock upon the Closing.		400,761
Reflects the conversion of Agility's Common stock to shares of the Post-Closing Company common stock upon the Closing.		(3)
Reflects the issuance of 20,102,500 shares of the CCXI Class A Ordinary Shares at $10.00 per share pursuant to the PIPE Subscription Agreements, and subsequently, the conversion of CCXI Class A Ordinary Shares into shares of the Post-Closing Company common stock upon the Closing.		201,023
Reflects the conversion of CCXI unsecured convertible promissory notes to shares of the Post-Closing Company common stock upon the Closing.		2,250
Reflects direct and incremental transaction costs for financial advisory, legal, accounting, and other fees related to the business combination, inclusive of the reclassification of $1.8 million from prepaid expenses included in Note C above.		(15,662)
Reflects the removal of the liability recorded by CCXI in relation to CCXI's Subscription Agreements pursuant to which CCXI has issued 20,102,500 shares of the CCXI Class A Ordinary Shares at $10.00 per share, which were subsequently converted to Post-Closing Company common stock upon the Closing. Refer to Note G above.		137,772
Reflects the conversion of Agility's SAFEs to 12,960,557 shares of the Post-Closing Company common stock upon Closing.		99,999
Total	$	832,586

(O) Represents pro forma adjustments to accumulated deficit to reflect the following (in thousands):

Reflects the elimination of CCXI's historical accumulated deficit.	$	152,601
Reflects the accrual of expected transaction costs for financial advisory, legal, accounting, and other fees related to the business combination.		(5,694)
Total	$	146,907

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Statement of Operations for the six months ended June 30, 2026

(AA) Reflects the total estimated remaining transaction costs of CCXI to be incurred and expensed as a part of the business combination. Transaction costs are expensed as incurred and reflected as if incurred on January 1, 2026. This is a non-recurring item.

(BB) Reflects elimination of the changes in fair values of CCXI's Subscription Agreements pursuant to which CCXI has issued 20,102,500 shares of the CCXI Class A Ordinary Shares at $10.00 per share, which were subsequently converted to Post-Closing Company common stock upon the Closing.

(CC) Represents the elimination of investment income related to the investments held in the CCXI trust account.

Transaction Accounting Adjustments to Unaudited Pro Forma Condensed Combined Statement of Operations for the year ended December 31, 2025

(AAA) Reflects the total estimated remaining transaction costs of CCXI to be incurred and expensed as a part of the business combination. Transaction costs are expensed as incurred and reflected as if incurred on January 1, 2025. This is a non-recurring item.

(BBB) Represents the elimination of investment income related to the investments held in the CCXI trust account.

Nonrecurring Items

The unaudited pro forma condensed combined statements of operations for the six months ended June 30, 2026 and the year ended December 31, 2025 include certain amounts that will not recur beyond 12 months. Such amounts are as follows:

- Acquisition related transaction expenses amounting to approximately $5.6 million which is reflected within general and administrative expenses in the accompanying unaudited pro forma condensed combined statement of operations for the six months ended June 30, 2026 and the year ended December 31, 2025.

- Agility's share-based awards were historically liability classified and subject to mark-to-market adjustment each reporting period. Agility's historical condensed combined statement of operations includes approximately $280.6 million and $34.3 million of share-based compensation expenses associated with the fair value adjustments and modification expenses as of June 30, 2026 and December 31, 2025, respectively.

Note 3. Loss per Share

Represents the net loss per share calculated using the historical weighted-average shares outstanding and the issuance of additional shares in connection with the business combination and related transactions, assuming the shares were outstanding since January 1, 2025. In the case of shares presented as being held by Agility stockholders, the tables below assumes that Agility preferred stock outstanding as of December 31, 2025 had converted to Agility common stock and that each such share of Agility common stock was exchanged for a number of shares equal to the assumed Exchange Ratio as of January 1, 2025. In the case of stock options presented in the table below showing potentially dilutive instruments, the table assumes that such stock options were exchanged applying the assumed Exchange Ratio as of January 1, 2025.

Net income loss per share was computed using the two-class method required for participating securities. The two-class method requires income available to ordinary shareholders for the period to be allocated between ordinary shares and participating securities based upon their respective rights to receive dividends as if all income for the period had been distributed. Net losses are not allocated to these participating securities as there are no contractual obligations that require participation in the Post-Closing Company's losses.

As the business combination is being reflected as if it had occurred at the beginning of the earliest period presented, the calculation of weighted-average shares outstanding for basic and diluted net loss per share assumes that the shares issuable relating to the business combination and related transactions have been outstanding for the entire periods presented. Basic and diluted earnings per share are the same for each class of common stock because they are entitled to the same liquidation and dividend rights.

For the six months ended June 30, 2026:

(dollar in thousands except shares and per share data)	
Pro forma net loss	$ (407,727)
Shares used in computing net loss per share attributable to Post-Closing Company shareholders – basic and diluted	241,993,797
Pro forma net loss per share, basic and diluted	$ (1.68)
Pro forma weighted-average shares calculation, basic and diluted:	
Agility stockholders	191,418,101
Sponsor shares	14,525,000
CCXI public shareholders	15,948,196
PIPE Investors	20,102,500
	241,993,797

For the year ended December 31, 2025:

(dollar in thousands except shares and per share data)	
Pro forma net loss	$ (143,949)
Shares used in computing net loss per share attributable to Post-Closing Company shareholders – basic and diluted	240,468,261
Pro forma net loss per share, basic and diluted	$ (0.60)
Pro forma weighted-average shares calculation, basic and diluted:	
Agility stockholders	189,892,565
Sponsor shares	14,525,000
CCXI public shareholders	15,948,196
PIPE Investors	20,102,500
	240,468,261

The following outstanding shares of the Post-Closing Company common stock equivalents were excluded from the computation of pro forma diluted net loss per share because including them would have had an anti-dilutive effect:

For the six months ended June 30, 2026:	
Stock options	51,460,363
Public and Private Warrants	4,212,500
Class A Common Stock Warrants	26,560,579
	82,233,442
For the year ended December 31, 2025:	
Stock options	46,554,261
Public and Private Warrants	4,212,500
Class A Common Stock Warrants	26,560,579
	77,327,340

Exhibit 99.2

Agility Robotics and Churchill Capital Corp XI Complete Business Combination

Agility to become the only U.S. publicly listed pure-play humanoid robotics company with proven, active commercial deployments

Shares expected to begin trading on Nasdaq under "AGLT" on November 5, 2026

SALEM, Ore. Nov. 4, 2026 — Agility Robotics, Inc. ("Agility"), a leading humanoid robotics and physical AI company, today announced the completion of its previously announced business combination with Churchill Capital Corp XI (Nasdaq: CCXI) ("Churchill XI"), a special purpose acquisition company (the "Transaction").

Following the closing of the Transaction, Churchill XI's common stock, warrants and units will cease trading on the Nasdaq Stock Market ("Nasdaq") under their previous ticker symbols. The common stock and warrants of the combined company, Agility Robotics, Inc., are expected to begin trading on Nasdaq on November 5, 2026, under the ticker symbols "AGLT" and "AGLTW," respectively. Churchill XI's outstanding units have been separated into their underlying securities and will no longer be listed on Nasdaq following the closing of the Transaction.

Agility develops humanoid robots and physical AI systems designed to augment the human workforce by automating repetitive and physically demanding tasks. Its flagship humanoid robot, Digit®, is commercially deployed in manufacturing, distribution and logistics environments with leading enterprises including GXO, Schaeffler and Toyota Motor Manufacturing Canada. GXO recently expanded its agreement to deploy Digit at two additional U.S. facilities, with deployments expected to begin in early 2027. Agility has also signed a commercial agreement with AGCO to pilot Digit at its manufacturing facility in Hesston, Kansas, beginning in 2027. With more than 65,000 hours of real-world operation, Agility has established itself as one of the few humanoid robotics companies with years of proven experience operating in commercial environments.

Agility is advancing Digit 5, its next-generation humanoid robot designed for cooperative safety, with the goal of enabling robots to work in close proximity to people in dynamic industrial environments. The company has secured more than $300 million in committed multi-year orders for Digit 5, subject to contractual milestones, and has invested in the infrastructure needed to support commercial adoption, including RoboFab, its U.S. manufacturing facility designed to produce up to 10,000 robots annually, and Agility Arc, its cloud-based enterprise software platform for deploying and managing robot fleets.

With the completion of the Transaction, Agility expects to become the only U.S. publicly listed pure-play humanoid robotics company with proven, active commercial deployments, combining real-world operating experience, proprietary physical AI technology and an integrated manufacturing and deployment platform to support the next phase of humanoid robotics adoption.

Demonstrating strong alignment with public shareholders, all existing Agility shareholders will roll 100% of their equity into the combined company, as previously announced. Shares held by existing Agility shareholders and by the Churchill sponsor will be subject to a lock-up restriction on sales for 180 days after the Transaction closes, subject to early release based on certain stock price performance measures. Agility will be submitting customary SEC filings to register the resale of certain of these shares, but that registration will not impact the lock-up restrictions.

Advisors

Citigroup Global Markets Inc. is serving as exclusive capital markets advisor and lead PIPE placement agent to Churchill XI. Willkie Farr & Gallagher LLP is serving as transaction counsel to Churchill XI. Ocean Tomo, a part of J.S. Held, is serving as financial and technical advisor to Churchill XI. Ogier (Cayman) LLP is serving as Cayman Islands legal counsel to Churchill XI. Ropes & Gray LLP is serving as legal advisor to the PIPE placement agents and capital markets advisor to Churchill XI. Ellenoff Grossman & Schole LLP is serving as corporate counsel to Churchill XI.

BTIG, LLC is serving as exclusive financial advisor to Agility and PIPE placement agent to Churchill XI. Latham & Watkins LLP is serving as legal advisor to Agility.

Solebury Strategic Communications is serving as investor relations advisor. Collected Strategies is serving as communications advisor.

About Agility Robotics

Headquartered in Salem, Oregon, with offices in Pittsburgh, Pennsylvania and Fremont, California, Agility Robotics' mission is to build robot partners that augment the human workforce. Agility's groundbreaking general-purpose humanoid robot, Digit, is the first multi-purpose, human-centric robot that is Made for Work® and commercially deployed today. With more than 65,000 hours of real-world operation combined with industry-leading safety standards, we're pioneering a new era of automation that enhances human potential. To learn more, visit agilityrobotics.com.

Agility, the Agility logo, Digit, Agility Arc, RoboFab, and Made for Work are trademarks of Agility Robotics, Inc. All rights reserved. Third-party trademarks are the property of their respective owners.

Forward-Looking Statements

This press release includes "forward-looking statements" within the meaning of the federal securities laws regarding Agility. Forward-looking statements are often identified by words such as "estimate," "plan," "project," "forecast," "intend," "will," "expect," "anticipate," "believe," "seek," "target," "continue," "could," "may," "might," "possible," "potential," "predict," "should" and "would," or similar expressions. The absence of any of these words or similar expressions does not mean that a statement is not forward-looking. These forward-looking statements are based on Agility's current expectations and projections. These statements include statements relating to, without limitation: Agility's ability to develop, validate and deploy new Digit skills and capabilities, including Digit 5 and its cooperative safety capabilities; the expected use of proceeds from the completed business combination with Churchill XI and related financings; Agility's ability to expand its customer base, increase commercial deployments of Digit and support existing and future customer relationships, including expected deployments at two additional GXO facilities beginning in early 2027 and the AGCO pilot expected to begin in 2027; the anticipated value, fulfillment and timing of customer orders, including orders for Digit 5 that are subject to contractual milestones, product features and specifications; Agility's ability to scale its operations, manufacturing and service infrastructure to support growing customer demand, including its ability to achieve RoboFab's designed annual production capacity of up to 10,000 robots; Agility's ability to operate as a public company; the expected commencement of trading of Agility's common stock and warrants on Nasdaq under the ticker symbols "AGLT" and "AGLTW," respectively; and the potential benefits of the completed business combination.

These forward-looking statements are provided for illustrative purposes only and are not intended to serve as, and must not be relied on as, a guarantee, an assurance, a prediction or a definitive statement of fact or probability. Actual events and circumstances are difficult or impossible to predict and will differ from assumptions, many of which are beyond the control of Agility.

These forward-looking statements are subject to known and unknown risks, uncertainties and assumptions that may cause Agility's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by such statements. Such risks and uncertainties include: that Agility is pursuing an emerging technology, faces significant technical challenges and may not achieve commercialization or market acceptance; Agility's historical net losses and limited operating history; Agility's expectations regarding future financial performance, capital requirements and unit economics; Agility's use and reporting of business and operational metrics; Agility's competitive landscape; Agility's dependence on members of its senior management and its ability to attract and retain qualified personnel; the potential need for additional future financing; Agility's ability to manage growth and expand its operations; potential future acquisitions or investments in companies, products, services or technologies; Agility's reliance on strategic partners and other third parties; Agility's ability to maintain, protect and defend its intellectual property rights; risks associated with privacy, data protection or cybersecurity incidents and related regulations; the use, rate of adoption and regulation of artificial intelligence and machine learning; uncertainty or changes with respect to laws and regulations; uncertainty or changes with respect to taxes, trade conditions and the macroeconomic environment; Agility's ability to maintain internal control over financial reporting and operate as a public company; the risk that capital available following the business combination and related financings may be insufficient to execute Agility's business plans; the ability of Agility to grow and manage growth, maintain relationships with customers and retain its management and key employees; costs related to the business combination; the outcome of any legal proceedings or government investigations that may be commenced against Agility; failure to realize the anticipated benefits of the business combination; Agility's estimates of expenses and profitability; the evolution of the markets in which Agility competes; the ability of Agility to issue equity or equity-linked securities in the future; and other factors described in Agility's filings with the Securities and Exchange Commission (the "SEC"). Additional information concerning these and other factors that may impact such forward-looking statements can be found in Agility's filings with the SEC, including the definitive proxy statement/prospectus relating to the business combination and any subsequent filings by Agility, including under the heading "Risk Factors." If any of these risks materialize or assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. In addition, these statements reflect the expectations, plans and forecasts of Agility's management as of the date of this press release; subsequent events and developments may cause management's assessments to change. While Agility may elect to update these forward-looking statements at some point in the future, it specifically disclaims any obligation to do so, except as required by applicable law. Accordingly, undue reliance should not be placed upon these statements.

In addition, statements that “we believe” and similar statements reflect Agility’s beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this press release, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and Agility’s statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

Contacts

Media: Michael Oldenburg
media@agilityrobotics.com

Investors: Anthony Rozmus
investor-relations@agilityrobotics.com

# # #