

FRIDGE ORDER FORM

Client Name ("Client"): Chicago Housing Authority

"Farmer's Fridge": Romaine Empire, Inc., d/b/a Farmer's Fridge

This Order Form ("**Order**") captures the economic terms under which Farmer's Fridge is prepared to place and operate self-service prepared food fridges (each a "**Fridge**") at each of the locations listed below (each a "**Location**"). Farmer's Fridge will stock each Fridge subject to this Order based on demand and freshness and will manage inventory via a proprietary algorithm which maintains adequate stocking levels and limits waste at each unit. Client affirms it has the right to permit Farmer's Fridge to operate the Fridges at the Locations listed below. The date of the last signature below shall be the "**Effective Date**".

| ACCOUNT DETAILS | | |
|-------------------------------|---|---------------------------|
| Client Contact Details | | |
| | | Install Location |
| Fridge Details | Fridge 1 | Chicago Housing Authority |
| | Fridge 2 | |
| | Fridge 3 | |
| | Fridge 4 | |
| | Fridge 5 | |
| PAYMENT OBLIGATIONS | | |
| Payment Obligations | If the " Net Sales " (which for purposes of this Order is defined as gross sales excluding sales tax and discounts) for any Fridge subject to this Order do not exceed \$2,400 per month during the Term (as defined below), Client shall pay to Farmer's Fridge an amount equal to the difference between \$2,400 and the actual amount of Net Sales at such Fridge during such month (the " Support Payment ") (with the initial calculation prorated from the service start date through the end of the month the service start date occurs). Client shall not be entitled to any commissions or payments from Farmer's Fridge. | |
| Payment Terms | Payments to Farmer's Fridge: Any payment owed by Client to Farmer's Fridge shall be due and payable upon 30 days net of invoice. | |
| Payment Details | All payments to Farmer's Fridge shall be made as follows: ACH Payment Bank Name: [REDACTED] [REDACTED] Reference: Chicago Housing Authority | |
| Term and Termination | This Order shall begin on the Effective Date and continue for 1 year (the " Term "). This Agreement may be terminated by either party, for any reason, upon 30 days' prior written notice. The Order Term may be extended in a writing jointly executed by Client and Farmer's Fridge for successive 1 year periods, provided such written renewal or extension is memorialized not less than thirty (30) days prior to the expiration of the then-current Order Term. Should Client terminate this Agreement within the first 12 months of the date of first stocking, Client shall be subject to a \$2,000 cancellation fee per Fridge to cover the cost of Fridge removal (the " Removal Fee "). | |
| Other | The Locations may be revised or amended from time to time by Farmer's Fridge based on Fridge performance, provided that any changes of Locations must be mutually agreed upon in writing by the parties. Client may request a change of Location, provided that each relocation request shall be subject to a 10 business day | |

notice requirement.

Farmer's Fridge retains all right, title, interest, and ownership in and to the Fridges and all of its related equipment and none of the foregoing shall become a fixture of any Location.

All notices under this Order shall be in writing and shall be deemed to have been duly given: (a) If to Farmer's Fridge when sent by the Client by electronic mail 24 hours after email is sent (to Farmer's Fridge: legal@farmersfridge.com), or if sent by the Client using personal delivery or courier when actually delivered to Farmer's Fridge as evidenced by proof of delivery or service, or in the case of postal delivery by United States mail on the fourth (4th) business day following client's act of sending or depositing such notice in the United States mail; and (b) If to Client, when delivered to the Client's designated recipient at the address provided immediately below. Farmer's Fridge shall maintain and provide upon request evidence of its delivery of notice in conformity with this paragraph.


To Client:

Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Procurement Officer


with a copy to:

Chicago Housing Authority
60 E. Van Buren Street, 12th Floor
Chicago, IL 60605
Attn: Chief Legal Officer

Chicago Housing Authority

By: 
Name: Sheila Johnson
Title: Deputy Chief Procurement Officer
Date: 12/5/2023

Romaine Empire, Inc., d/b/a Farmer's Fridge

By: 
Name: Syed Shah
Title: VP of Sales
Date: 11/30/2023