

SERIES B PREFERRED STOCK PURCHASE AGREEMENT

THIS SERIES B PREFERRED STOCK PURCHASE AGREEMENT (this "Agreement") is made as of March 15, 2024, by and among Polar Dynamics Robotics, Inc., a Delaware corporation (the "Company"), and the investors listed on Exhibit A attached hereto (each a "Purchaser" and together the "Purchasers").

RECITALS

WHEREAS, the Company desires to sell shares of its Series B Preferred Stock, \$0.001 par value per share (the "Series B Preferred"), to the Purchasers pursuant to this Agreement; and

WHEREAS, the Purchasers desire to purchase shares of Series B Preferred on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, representations, warranties, and conditions set forth in this Agreement, the parties hereby agree as follows:

1. PURCHASE AND SALE OF SERIES B PREFERRED STOCK

1.1 Sale and Issuance of Series B Preferred Stock

Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase at the Closing, and the Company agrees to sell and issue to each Purchaser at the Closing, that number of shares of Series B Preferred set forth opposite such Purchaser's name on Exhibit A, at a purchase price of \$12.50 per share (the "Purchase Price").

1.2 Closing; Delivery

(a) The purchase and sale of the Series B Preferred shall take place remotely via the exchange of documents and signatures on March 30, 2024, or at such other time and place as the Company and the Purchasers mutually agree upon (the "Closing").

(b) At the Closing, the Company shall deliver to each Purchaser a certificate representing the Series B Preferred being purchased thereby against payment of the Purchase Price therefor by wire transfer to a bank account designated by the Company.

2. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to each Purchaser that:

2.1 Organization, Good Standing, Corporate Power and Qualification

The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as currently conducted.

2.2 Capitalization

(a) The authorized capital of the Company consists of:

(i) 20,000,000 shares of Common Stock, of which 8,750,000 shares are issued and outstanding

(ii) 8,000,000 shares of Preferred Stock, of which:

- 3,000,000 shares are designated Series A Preferred Stock, all of which are issued and outstanding
- 4,000,000 shares are designated Series B Preferred Stock, none of which are issued and outstanding

2.3 Authorization

All corporate action has been taken on the part of the Company necessary for the authorization, execution and delivery of this Agreement. This Agreement constitutes valid and legally binding obligations of the Company, enforceable in accordance with their respective terms.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASERS

Each Purchaser hereby represents and warrants to the Company that:

3.1 Authorization

Such Purchaser has full power and authority to enter into this Agreement, and this Agreement constitutes its valid and legally binding obligation.

3.2 Purchase Entirely for Own Account

This Agreement is made with each Purchaser in reliance upon such Purchaser's representation to the Company that the Series B Preferred being acquired by such Purchaser is being acquired for investment for such Purchaser's own account.

4. CONDITIONS TO THE PURCHASERS' OBLIGATIONS AT CLOSING

The obligations of each Purchaser to purchase shares of Series B Preferred at the Closing are subject to the fulfillment of each of the following conditions:

4.1 Representations and Warranties

The representations and warranties of the Company contained in Section 2 shall be true and correct in all material respects as of the Closing.

4.2 Performance

The Company shall have performed and complied with all covenants, agreements, and conditions contained in this Agreement required to be performed or complied with by the Company prior to or at the Closing.

5. CONDITIONS TO COMPANY'S OBLIGATIONS AT CLOSING

The obligations of the Company to sell shares of Series B Preferred to the Purchasers at the Closing are subject to the fulfillment of each of the following conditions:

5.1 Representations and Warranties

The representations and warranties of each Purchaser contained in Section 3 shall be true and correct in all material respects as of the Closing.

5.2 Payment of Purchase Price

Each Purchaser shall have delivered the Purchase Price for their respective shares.

6. MISCELLANEOUS

6.1 Governing Law

This Agreement shall be governed by and construed under the laws of the State of Delaware.

6.2 Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

6.3 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Series B Preferred Stock Purchase Agreement as of the date first written above.

COMPANY:

POLAR DYNAMICS ROBOTICS, INC.

By: _

Name: Elena Frost

Title: Chief Executive Officer

PURCHASERS:

[Signature pages to follow]

EXHIBIT A

SCHEDULE OF PURCHASERS

[Schedule to be completed at Closing]