

# **SERIES B PREFERRED STOCK PURCHASE AGREEMENT - MARCH 2021**

## **SERIES B PREFERRED STOCK PURCHASE AGREEMENT**

THIS SERIES B PREFERRED STOCK PURCHASE AGREEMENT (this "Agreement") was entered into as of March 15, 2021, by and among NaviFloor Robotics, Inc., a Delaware corporation (the "Company"), and the investors listed on Exhibit A attached hereto (each a "Purchaser" and collectively, the "Purchasers").

### **RECITALS**

WHEREAS, the Company desires to sell shares of its Series B Preferred Stock with a \$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 covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## **1. AGREEMENT TO PURCHASE AND SELL STOCK**

### **1.1 Authorization**

The Company has authorized the sale and issuance of up to 12,500,000 shares of Series B Preferred (the "Shares") at a purchase price of \$4.00 per share (the "Purchase Price"), having the rights, preferences, privileges and restrictions

set forth in the Amended and Restated Certificate of Incorporation attached hereto as Exhibit B.

## **1.2 Agreement to Purchase and Sell**

Subject to the terms and conditions hereof, each Purchaser severally agrees to purchase, and the Company agrees to sell and issue to each Purchaser, the number of Shares set forth opposite such Purchaser's name on Exhibit A for the aggregate Purchase Price set forth thereon.

## **2. CLOSING**

### **2.1 Closing Date**

The purchase and sale of the Shares shall take place at one or more closings (each, a "Closing"), the first of which shall occur on March 22, 2021, or at such other time as the Company and Purchasers purchasing a majority of the

Shares set forth on Exhibit A agree (the "Initial Closing").

## **2.2 Delivery**

At each Closing, the Company shall deliver to each Purchaser a certificate representing the Shares being purchased thereby against payment of the purchase price therefor by wire transfer to a bank account designated by the Company.

## **3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company hereby represents and warrants to each Purchaser that:

### **3.1 Organization and Standing**

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

### **3.2 Authorization**

All corporate action on the part of the Company necessary for the authorization, execution and delivery of this Agreement, the performance of all obligations of the Company hereunder, and the authorization, issuance, sale and delivery of Shares has been taken or will be taken prior to the Initial Closing.

### **3.3 Valid Issuance of Shares**

The Shares, when issued, sold and delivered in accordance with the terms of this Agreement, will be duly and validly issued, fully paid, and nonassessable.

## **4. REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Each Purchaser hereby represents and warrants to the Company that:

### **4.1 Authorization**

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

#### **4.2 Purchase Entirely for Own Account**

The Shares to be purchased by such Purchaser will be acquired for investment in such Purchaser's own account, not as a nominee or agent.

#### **4.3 Investment Experience**

Such Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

### **5. CONDITIONS TO CLOSING**

#### **5.1 Conditions to Purchasers' Obligations**

The obligations of each Purchaser under Section 1.2 of this Agreement are

subject to the fulfillment on or before the Closing of each of the following conditions:

(a) Representations and warranties made by the Company shall be true and correct as of the Closing.

(b) The Company shall have performed all obligations and conditions required to be performed or observed by it on or prior to the Closing.

## **5.2 Conditions to Company's Obligations**

The obligations of the Company under Section 1.2 of this Agreement are subject to the fulfillment on or before the Closing of each of the following conditions:

(a) Representations and warranties made by the Purchasers shall be true and correct as of the Closing.

(b) The Purchasers shall have performed all obligations and conditions required

to be performed or observed by them on or prior to the Closing.

## **6. MISCELLANEOUS**

### **6.1 Governing Law**

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

### **6.2 Successors and Assigns**

Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

### **6.3 Entire Agreement**

This Agreement constitutes the full and entire understanding and agreement of the parties with regard to the subjects hereof and thereof.



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

COMPANY:

NaviFloor Robotics, Inc.

**By:** \_

Name: Dr. Sarah Chen

Title: Chief Executive Officer

PURCHASERS:

[Signature pages to follow]

