

SERIES B RIGHT OF FIRST REFUSAL AGREEMENT - MARCH 2021

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") is made this 15th day of March, 2021, and shall be in full force and effect from and after the date hereinto as of March 15, 2021 (the "Effective Date"), by and between NAVIFLO ROBOTICS, INC., a Delaware corporation (the "Company"), and the holder of the Series B Preferred Stock listed on Exhibit A hereto (each, an "Investor" and collectively, the "Investors").

RECITALS

WHEREAS, the Company has entered into that certain Series B Preferred Stock

Purchase Agreement dated March 15, 2021 (the "Purchase Agreement"), pursuant to which the Investors have purchased shares of the Company's Series B Preferred Stock;

WHEREAS, as a condition to the Investors' investment in the Company, the Investors desire to enter into this Agreement to provide the Investors with certain rights of first refusal with respect to future sales of the Company's securities.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereby agree as follows:

1. DEFINITIONS

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1 "New Securities" means any capital stock of the Company whether now authorized

(a) securities issued pursuant to the acquisition of another corporation by the Company;

(b) securities issued to employees, directors, consultants, and other service providers pursuant to equity incentive plans approved by the Board;

(c) securities issued upon the conversion or exercise of any outstanding convertible or exercisable securities as of the Effective Date;

(d) securities issued in connection with any stock split, stock dividend, or recapitalization; or

(e) securities issued in connection with equipment leasing arrangements or bond financing.

2. RIGHT OF FIRST REFUSAL

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1 Right of First Refusal. Subject to the terms and conditions specified in this

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2 Pro Rata Share. An Investor's "pro rata share" for purposes of this right of

3. PROCEDURES

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1 Notice. In the event the Company proposes to undertake an issuance of New

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2 Exercise of Rights. Each Investor shall have twenty (20) days from the date

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3 Sale to Third Parties. If not all of the New Securities offered to the Investor

4. TERMINATION

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1 This Agreement shall terminate upon the earlier of:

- (a) the closing of a Qualified IPO (as defined in the Company's Certificate of Incorporation);
- (b) the closing of a Deemed Liquidation Event (as defined in the Company's Certificate of Incorporation); or
- (c) the written agreement of the Company and the holders of at least a majority of the then-outstanding shares of Series B Preferred Stock.

5. MISCELLANEOUS

- 5 -

1 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their

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2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York.

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3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original copy of the Agreement, and all of which, when taken together, shall constitute one and the same agreement.

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4 Titles and Subtitles. The titles and subtitles used in this Agreement are for reference only and shall not be deemed to constitute a part of the Agreement.

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5 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or by registered mail, return receipt requested, to the party to whom such notice is directed.

IN WITNESS WHEREOF, the parties have executed this Right of First Refusal Agreement as of the date first written above.

COMPANY:

NAVIFLOOR ROBOTICS, INC.

By: _

Name: Dr. Sarah Chen

Title: Chief Executive Officer

INVESTORS:

[Signature pages for Investors follow]

EXHIBIT A

List of Investors

[List of Series B investors to be attached]

