

SERIES C RIGHT OF FIRST REFUSAL AGREEMENT

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THIS SERIES C RIGHT OF FIRST REFUSAL AGREEMENT (this "Agreement") was entered into as of November 15, 2022 (the "Effective Date"), by and between NAVIFLOOR ROBOTICS, INC., a Delaware corporation (the "Company") and the holders of Series C Preferred Stock listed on Exhibit A hereto (each a "Holder" and collectively, the "Series C Holders").

RECITALS

WHEREAS, the Company has authorized the sale and issuance of up to

shares of its Series C Preferred Stock (the "Series C Shares") pursuant to certain Series C Preferred Stock Purchase Agreement dated November 1, 2011 (the "Purchase Agreement");

WHEREAS, as a condition to purchasing the Series C Shares, the Series C Shareholders have required that the Company grant them certain rights of first refusal with respect to future sales of the Company's securities; and

WHEREAS, the Company desires to grant such rights on the terms and conditions set forth herein.

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

1. DEFINITIONS

1 "New ~~Securities~~" means any capital stock of the Company, whether

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

(b) shares of Common Stock issued or issuable to employees, directors,
consultants, or advisors pursuant to stock option plans or agreements
by the Board of Directors;

(c) securities issued pursuant to any equipment leasing arrangement
financing arrangement; or

(d) shares of Series C Preferred Stock issued pursuant to the Purchase
Agreement.

2. RIGHT OF FIRST REFUSAL

1 ****Grant of Right****. Subject to the terms and conditions hereof, the C

2 ****Pro Rata Share****. A Series C Holder's "pro rata share" shall be ec

3 ****Notice****. In the event the Company proposes to undertake an issu

3. EXERCISE OF RIGHTS

1 ****Exercise Period****. The Series C Holder shall have twenty (20) day

2 ****Payment****. Payment for the New Securities purchased by a Serie

4. TERMINATION

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 consummation of a Deemed Liquidation Event (as defined in the Certificate of Incorporation); or

(c) the written consent of Series C Holders holding at least 66 % of the then-outstanding Series C Shares.

5. MISCELLANEOUS

1 ****Successors and Assigns****. This Agreement shall be binding upon

2 ****Governing Law****. This Agreement shall be governed by and construed

3 ****Counterparts****. This Agreement may be executed in two or more

4 ****Titles and Subtitles****. The titles and subtitles used in this Agreement

5 ****Notices****. All notices required or permitted hereunder shall be in v

6 ****Amendment and Waiver****. Any term of this Agreement may be an

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

COMPANY:

NAVIFLOOR ROBOTICS, INC.

By: _

Name: Dr. Sarah Chen

Title: Chief Executive Officer

SERIES C HOLDERS:

[Signature pages for Series C Holders to follow]

EXHIBIT A

List of Series C Holders

[To be completed upon closing of Series C financing]

