

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 24, 2026

POLAR POWER, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware

*(State or Other Jurisdiction
of Incorporation)*

001-37960

*(Commission
File Number)*

33-0479020

*(IRS Employer
Identification No.)*

249 E. Gardena Boulevard, Gardena, California 90248

(Address of Principal Executive Offices) (Zip Code)

(310) 830-9153

(Registrant's telephone number, including area code)

N/A

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.0001 per share	POLA	The NASDAQ Stock Market, LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On August 28, 2026, Polar Power, Inc. (the “Company”) issued two convertible promissory notes, in an aggregate principal amount of \$165,000 (the “Note”), to LU2 Holdings LLC and CL Investment Group LLC for aggregate consideration of \$150,000.

Each Note will bear interest of 1% per month and matures on November 26, 2026, at which point, if not repaid in cash in full, it will convert in full into shares of its common stock, par value \$0.0001 per share (the “Common Stock”) at a price equal to the lower of (1) 80% of the volume weighted average price of a share of the Common Stock on Nasdaq over the five trading day period ending on the maturity date and (2) \$1.00 per share.

On July 27, 2026, the Company entered into a Common Stock Purchase Agreement (the “Purchase Agreement”) with Roth Principal Investments, LLC. The Company has agreed to use all net proceeds from any sale of its Common Stock under the under the Purchase Agreement to repay amounts due under the Notes until all amounts owing under each Note have been paid in full.

The foregoing summary of the Notes does not purport to be complete and is qualified in its entirety by the full text of the form of the Note, which is filed as Exhibit 10.1 to this Current Report, which is incorporated by reference herein.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On August 24, 2026, the Board of Directors (the “Board”) of the Company voted to expand the size of the Board to six directors and to fill the new vacancy on the Board by electing Lewis Wilks to serve as a director. Mr. Wilks will be an independent director.

Mr. Wilks is the Senior Managing partner at Bright Peaks Venture Capital. He is currently a member of the board of directors of Silverthread Inc. His past experience on the board of directors of public companies has included serving at PMC Sierra, Portal Software and Urban-gro (now Flash Sports and Media). He is a graduate of Central Missouri State University.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Form of Convertible Note, dated August 28, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 28, 2026

POLAR POWER, INC.

By: /s/ Arthur D. Sams

Arthur D. Sams
President, Chief Executive Officer and Secretary

NEITHER THIS NOTE NOR THE SECURITIES INTO WHICH THIS NOTE IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THIS NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT SECURED BY SUCH SECURITIES.

POLAR POWER, INC.

Convertible Promissory Note

Dated: August 28, 2026 (the "Issuance Date")

\$82,500.00

FOR VALUE RECEIVED, POLAR POWER, INC., a corporation incorporated under the laws of the State of Delaware (hereinafter called the "Maker" or the "Company"), hereby promises to pay to the order of [●], a [●] company, or registered assigns (the "Holder"), the principal sum of \$82,500 (the "Principal Amount") pursuant to the terms of this Convertible Promissory Note (this "Note").

The consideration to the Maker for this Note is \$75,000.00 (the "Consideration") in United States currency, with an original issue discount of 9.1% (the "OID"), equating to \$7,500.

The maturity date of this Note shall be November 26, 2026 (the "Maturity Date") and is the date upon which the Principal Amount and all outstanding but unpaid interest thereon shall be due and payable unless otherwise accelerated pursuant to the terms of this Note.

This Note may not be repaid in whole or in part except as otherwise explicitly set forth herein.

All payments under or pursuant to this Note shall be made in United States Dollars in immediately available funds to the Holder at the address of the Holder set forth in Section 6.1 hereof or at such other place as the Holder may designate from time to time in writing to the Maker or by wire transfer of funds to the Holder's account designated in writing by Holder to the Maker.

ARTICLE 1

1.1 [Reserved].

ARTICLE 2

2.1 Interest.

2.1.1 During the term of this Note, interest shall accrue on the Outstanding Principal Balance at a rate of 1.0% per month, paid in kind ("PIK Interest"). PIK Interest shall accrue and be capitalized to the Outstanding Principal Amount on a monthly basis. No cash interest payments shall be required except as set forth in Section 2.1.2.

2.1.2 If any amount payable by the Company under the Note is not paid when due, such amount shall thereafter bear interest at the Past Due Rate (as hereinafter defined) to the fullest extent permitted by applicable law. In addition, following any Event of Default, any Outstanding Principal Amount shall bear interest at the Past Due Rate (the "Default Interest"). In either case, accrued and unpaid Default Interest or past due amounts (including interest on past due Interest) shall be due and payable on demand, at a rate per annum equal to 18% compounded annually (pro rata to the Maturity Date) and computed on the basis of a 360-day year (the "Past Due Rate"). Notwithstanding anything to the contrary herein, in no event shall any interest, charge, or other amount contracted for, charged, taken, reserved, or received under this Note that is treated as interest under applicable law exceed the maximum rate permitted by applicable law. Any amount collected in excess of such maximum rate shall be automatically reduced to such maximum rate.

2.2 Prepayment from Equity Facility. The Company shall use all net proceeds it receives from any sale of its Common Stock under the Equity Facility to repay amounts due under this Note until such time as all amounts owing under this Note have been paid in full or converted into Common Stock. Each such payment shall be made within one Business Day after the Company receives any such net proceeds.

2.3 Payment on Non-Business Days. Whenever any payment to be made shall be due on a day which is not a Business Day, such payment shall be due on the next succeeding Business Day.

2.4 Transfer. This Note may be transferred or sold, subject to the provisions of Section 6.8 of this Note, or pledged, hypothecated or otherwise granted as security by the Holder. The Holder may also pledge, hypothecate or otherwise grant a security interest in this Note. Any permitted assignee or transferee shall succeed to the rights and obligations of the Holder under this Note to the extent of the interest assigned or transferred.

2.5 Replacement. Upon receipt of a duly executed and notarized written statement from the Holder with respect to the loss, theft or destruction of this Note (or any replacement hereof), or, in the case of a mutilation of this Note, upon surrender and cancellation of such Note, the Maker shall issue a new Note, of like tenor and amount, in lieu of such lost, stolen, destroyed or mutilated Note.

2.6 Use of Proceeds. The Maker shall use the proceeds of this Note for working capital and general corporate purposes.

2.7 Status of Note. This Note is a senior unsecured obligation of the Maker. The obligations of the Maker under this Note are not secured by any lien on, or security interest in, any assets of the Company as of the Issuance Date and are not subject to any security agreement. The obligations of the Maker under this Note shall rank senior to all other existing Indebtedness and equity of the Company. Upon any Liquidation Event (as hereinafter defined), the Holder will be entitled to receive, before any distribution or payment is made upon, or set apart with respect to, any Indebtedness of the Maker or any class of shares of the Maker, an amount equal to the sum of the Outstanding Principal Amount. For purposes of this Note, "Liquidation Event" means a liquidation pursuant to a filing of a petition for bankruptcy under applicable law or any other insolvency or debtor's relief, an assignment for the benefit of creditors, or a voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Maker.

ARTICLE 3

3.1 Events of Default. An "Event of Default" under this Note shall mean the occurrence of any of the events described below (unless the Event of Default is waived in

writing by the Holder):

(a) Following a three Business Day opportunity to cure, any default in the payment of (i) the Principal Amount hereunder when due; or (ii) interest as and when the same shall become due and payable (whether on the Maturity Date or by acceleration or otherwise);

(b) the Maker shall fail to observe or perform any other material covenant, condition or agreement contained in this Note;

(c) the Maker shall fail to (i) timely deliver the Common Stock as and when required in Section 4.2; or (ii) make the payment of any fees and/or liquidated damages under this Note;

(d) at any time the Maker shall fail to have the Required Minimum of Common Stock authorized, reserved and available for issuance to satisfy the potential conversion in full (disregarding for this purpose any and all limitations of any kind on such conversion) of this Note;

(e) any representation or warranty made by the Maker in this Note shall prove to have been false or incorrect or breached in a material respect on the date as of which made or deemed to be made;

(f) the Maker shall (A) default in any payment of any amount or amounts of principal of or interest (if any) on any Indebtedness (other than the Indebtedness hereunder), the aggregate principal amount of which Indebtedness is in excess of \$500,000 (or its equivalent in the relevant currency of payment) or (B) default in the observance or performance of any other agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders or beneficiary or beneficiaries of such Indebtedness to cause with the giving of notice if required, such Indebtedness to become due prior to its stated maturity, in each case, prior to the expiration of the grace period provided in such Indebtedness on the date of such Indebtedness;

(g) the Maker shall: (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or a substantial part of its property or assets; (ii) make a general assignment for the benefit of its creditors; (iii) commence a voluntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic); (iv) file a petition seeking to take advantage of any bankruptcy, insolvency, moratorium, reorganization or other similar law affecting the enforcement of creditors' rights generally; (v) acquiesce in writing to any petition filed against it in an involuntary case under the United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic); (vi) issue a notice of bankruptcy or winding down of its operations or issue a press release regarding same; or (vii) take any action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing;

(h) a proceeding or case shall be commenced in respect of the Maker, without its application or consent, in any court of competent jurisdiction, seeking: (i) the liquidation, reorganization, moratorium, dissolution, winding up, or composition or readjustment of its debts; (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets in connection with the liquidation or dissolution of the Maker; or (iii) similar relief in respect of it under any law providing for the relief of debtors, and such proceeding or case described in clause (i), (ii) or (iii) shall continue undismissed, or unstayed and in effect, for a period of 60 days or any order for relief shall be entered in an involuntary case under United States Bankruptcy Code (as now or hereafter in effect) or under the comparable laws of any jurisdiction (foreign or domestic) against the Maker or action under the laws of any jurisdiction (foreign or domestic) analogous to any of the foregoing shall be taken with respect to the Maker and shall continue undismissed, or unstayed and in effect for a period of 60 days;

(i) one or more final judgments, settlements, or orders for the payment of money aggregating in excess of \$500,000 (or its equivalent in the relevant currency of payment) are rendered against or entered into against the Company, where such judgment, settlement or order is not discharged or stayed within 60 days;

(j) the failure of the Maker to instruct its transfer agent to remove any legends from the Common Stock and issue such unlegended certificates to the Holder within two Trading Days of the Holder's lawful request so long as the Holder has provided reasonable assurances to the Maker that such Common Stock can be sold pursuant to Rule 144 or any other applicable exemption;

(k) the Maker's Common Stock is no longer publicly traded or ceases to be listed on the Trading Market;

(l) the Maker consummates a "going private" transaction and as a result Common Stock is no longer registered under Sections 12(b) or 12(g) of the 1934 Act;

(m) there shall be any SEC or judicial stop trade order or trading suspension stop-order or any restriction in place with the transfer agent for the Common Stock restricting the trading of such shares of Common Stock for a period that is in excess of five Trading Days;

(n) the Depository Trust Company places any restrictions on transactions in the Common Stock or the Common Stock is no longer tradeable through the Depository Trust Company Fast Automated Securities Transfer program; or

(o) the occurrence of a Material Adverse Effect in respect of the Maker which would reasonably be considered to substantially impair the ability of the Maker to satisfy its obligations under this Note.

3.2 Remedies Upon an Event of Default

(a) Upon the occurrence of any Event of Default that has not been remedied within (i) two Business Days for an Event of Default occurring by the Company's failure to comply with Section 4.2 of this Note, or (ii) five Business Days for all other Events of Default; provided, that there shall be no cure period for an Event of Default described in Section 3.1(g), or 3.1(h), the Maker shall be obligated to pay to the Holder the Mandatory Default Amount, which Mandatory Default Amount shall be earned by the Holder on the date the Event of Default giving rise thereto occurs and shall be due and payable on the earlier to occur of the Maturity Date, upon conversion, redemption or prepayment of this Note or the date on which all amounts owing hereunder have been accelerated in accordance with the terms hereof.

(b) Upon the occurrence of any Event of Default, the Maker shall, as promptly as possible but in any event within two Business Days of the occurrence of such Event of Default, notify the Holder of the occurrence of such Event of Default, describing the event or factual situation giving rise to the Event of Default and specifying the relevant subsections of Section 3.1 hereof under which such Event of Default has occurred.

(c) If an Event of Default shall have occurred and shall not have been remedied within (i) two Business Days for an Event of Default occurring by the Company's failure to comply with Section 4.2 of this Note, or (ii) five Business Days for all other Events of Default; provided, however, that there shall be no cure period for an Event of Default described in Section 3.1(g), or 3.1(h), the Holder may at any time at its option declare all or a portion of the Mandatory Default Amount due and payable, and thereupon, the same shall be accelerated and so due and payable, without presentment, demand, protest, or notice, all of which are hereby expressly unconditionally and irrevocably waived by the Maker.

ARTICLE 4 CONVERSION.

4.1 Conversion. Upon the Maturity Date, all principal, interest and other amounts owing under this Note will immediately, and without any action on behalf of Maker or Holder, convert into such number of shares of fully paid and non-assessable Common Stock as is determined by dividing (x) the sum of (A) the Outstanding Principal Amount, plus (B) accrued and unpaid interest, plus (C) any and all other amounts owing under this Note (the "Conversion Amount") by (y) the Conversion Price then in effect on the Maturity Date. The "Conversion Price" means the lower of (1) the lowest daily VWAP in the five Trading Days ending on the Maturity Date multiplied by 80% and (2) \$1.00.

4.2 Delivery of Conversion Shares. As soon as practicable after any conversion in accordance with this Note, and in any event within one Trading Day thereafter (such date, the "Share Delivery Date"), the Maker shall, at its expense, cause to be issued in the name of and delivered to the Holder, or as the Holder may direct, book-entry statements evidencing the number of fully paid and non-assessable Common Stock to which the Holder shall be entitled on such conversion or payment (the "Conversion Shares"), in the applicable denominations based on the applicable conversion or payment; provided that, if the Common Stock is then eligible for delivery on DWAC and such Common Stock issuable upon conversion of this Note have been registered for resale pursuant to an effective registration statement under the Securities Act of 1933, upon request of the Holder, the Company shall cause its transfer agent to electronically transmit such Common Stock issuable upon conversion of this Note to the Holder (or its designee), by crediting the account of the Holder's (or such designee's) broker with DTC through its Deposit Withdrawal Agent Commission system (provided that the same time periods herein as for book-entry statements shall apply) as instructed by the Holder (or its designee).

4.3 Caps on Conversion Shares. Notwithstanding anything to the contrary contained herein, the Holder shall not be entitled to receive shares of Common Stock upon conversion of this Note to the extent (but only to the extent) that such exercise or receipt would cause the Holder Group (as defined below) to become, directly or indirectly, a "beneficial owner" (within the meaning of Section 13(d) of the 1934 Act and the rules and regulations promulgated thereunder) of a number of shares of Common Stock that exceeds the Maximum Percentage (as defined below) of the total shares of Common Stock that are outstanding at such time. Any purported delivery of Common Stock in connection with the conversion of this Note prior to the termination of this restriction in accordance herewith shall be void and have no effect to the extent (but only to the extent) that such delivery would result in the Holder Group becoming the beneficial owner of more than the Maximum Percentage of the number of shares of Common Stock that is outstanding at such time. If any delivery of Common Stock owed to the Holder following conversion of this Note is not made, in whole or in part, as a result of this limitation, the Company's obligation to make such delivery shall not be extinguished and the Company shall deliver such Common Stock as promptly as practicable after the Holder gives notice to the Company that such delivery would not result in such limitation being triggered or upon termination of the restriction in accordance with the terms hereof; provided that no liquidated damages will be assessed or become due and payable pursuant to Section 4.2 hereof with respect to any such Common Stock not being delivered solely as a result of this limitation. To the extent limitations contained in this Section 4.3 apply, the determination of whether this Note is convertible and of which portion of this Note is convertible shall be the sole responsibility and in the sole determination of the Holder, and the submission of a notice of conversion shall be deemed to constitute the Holder's determination that the issuance of the full number of Conversion Shares requested in the notice of conversion is permitted hereunder, and the Company shall not have any obligation to verify or confirm the accuracy of such determination. For purposes of this Section 4.3, (i) the term "Maximum Percentage" shall mean 9.99%; and (ii) the term "Holder Group" shall mean the Holder plus any other person with which the Holder is considered to be part of a group under Section 13 of the 1934 Act or with which the Holder otherwise files reports under Sections 13 and/or 16 of the 1934 Act. In determining the number of Equity Interests of a particular class outstanding at any point in time, the Holder may rely on the number of outstanding Equity Interests of such class as reflected in (x) the Company's most recent Form 10-K, Form 10-Q, or Form 8-K filed with the Securities and Exchange Commission, as the case may be, (y) a more recent public announcement by the Company or (z) a more recent notice by the Company or its transfer agent to the Holder setting forth the number of shares of Common Stock then outstanding. For any reason at any time, upon written or oral request of the Holder, the Company shall, within one Business Day of such request, confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. The provisions of this Section 4.3 shall be construed, corrected and implemented in a manner so as to effectuate the intended beneficial ownership limitation herein contained. In addition to the beneficial ownership limitations provided above, the sum of the number of shares of Common Stock that may be issued under this Note and any other Note or security issued in connection herewith shall be limited to 19.99% of the Maker's outstanding shares of Common Stock as of the date of this Note (the "Exchange Cap"), while the Common Stock is listed on the Trading Market unless the Maker obtains shareholder approval to issue more than the Exchange Cap. The Exchange Cap shall be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, stock split, reverse stock split or other similar transaction.

4.4 Principles of Conversion.

(a) No Impairment. The Maker shall not, by amendment of its Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Maker, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4.4 and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the Holder against impairment. In the event the Holder shall elect to convert this Note as provided herein, the Maker cannot refuse conversion based on any claim that the Holder or anyone associated or affiliated with the Holder has been engaged in any violation of law, violation of an agreement to which the Holder is a party or for any reason whatsoever, unless, an injunction from a court, or notice, restraining and or enjoining conversion of this Note shall have issued and the Maker posts a surety bond for the benefit of the Holder in an amount equal to 100% of the Principal Amount of the Note the Holder has elected to convert, which bond shall remain in effect until the completion of arbitration/litigation of the dispute and the proceeds of which shall be payable to the Holder (as liquidated damages) in the event it obtains judgment.

(b) Issue Taxes. The Maker shall pay any and all issue and other taxes, excluding federal, state or local income taxes, that may be payable in respect of any issue or delivery of Common Stock on conversion of this Note pursuant thereto; provided, that the Maker shall not be obligated to pay any transfer taxes resulting from any transfer requested by the Holder in connection with any such conversion.

(c) Fractional Shares. No fractional shares of Common Stock shall be issued upon conversion of this Note. In lieu of any fractional shares to which the Holder would otherwise be entitled, the Maker shall pay cash equal to such fractional shares multiplied by the Conversion Price then in effect.

(d) Reservation of Common Stock. The Maker shall at all times while this Note shall be outstanding, keep available out of its authorized Common Stock, the Required Minimum of shares of Common Stock (disregarding for this purpose any and all limitations of any kind on such conversion). If at any time the Maker does not have a sufficient number of authorized shares of Common Stock to satisfy the Required Minimum, the Maker shall obtain, as promptly as practicable and in any event within 60 days after such date, the approval of its stockholders for, and thereafter to effect, an amendment to the Certificate of Incorporation to increase the number of authorized shares of Common Stock to such number as shall be sufficient to satisfy the Required Minimum of Common Stock, including by calling and holding a meeting of its stockholders and soliciting proxies in favor thereof and recommending that its stockholders approve such amendment. If the Maker does not obtain such stockholder approval at such meeting, the Maker shall obtain such approval as soon as possible thereafter, including by calling and holding an additional meeting of its stockholders for such purpose (and soliciting proxies in favor thereof and recommending that its stockholders approve such amendment) following such meeting, and shall thereafter continue to call and hold a meeting of its stockholders for such purpose as soon as possible following each meeting at which such approval is not obtained, until such approval is obtained.

(e) Regulatory Compliance. If any shares of Common Stock for the purpose of conversion of this Note require registration or listing with or approval

of any governmental authority, stock exchange or other regulatory body under any federal or state law or regulation or otherwise before such shares may be validly issued or delivered upon conversion, the Maker shall, at its sole cost and expense, in good faith and as expeditiously as possible, secure such registration, listing or approval, as the case may be.

(f) Effect of Events Prior to the Issuance Date. If the Issuance Date of this Note is after the Closing Date, then, if the Conversion Price, the Floor Price or any other right of the Holder of this Note would have been adjusted or modified by operation of any provision of this Note had this Note been issued on the Closing Date, such adjustment or modification shall be deemed to apply to this Note as of the Issuance Date as if this Note had been issued on the Closing Date.

4.5 Prepayment Following a Change of Control

(a) Mechanics of Prepayment at Option of Holder in Connection with a Change of Control. No later than 15 days following the entry by the Company into an agreement for a Change of Control, but in no event prior to the public announcement of such Change of Control, the Maker shall deliver written notice describing the entry into such agreement ("Notice of Change of Control") to the Holder. Within 15 days after receipt of a Notice of Change of Control, the Holder may require the Maker to prepay, effective immediately prior to the consummation of such Change of Control, an amount equal to the greater of (x) the Mandatory Default Amount, and (y) the value of the Common Stock into which this Note could then be converted (disregarding any conversion limitation), valued at the per-share consideration payable in such Change of Control, in each case on such date (the "COC Repayment Price"), by delivering written notice thereof ("Notice of Prepayment at Option of Holder Upon Change of Control") to the Maker.

(b) Payment of COC Repayment Price. Upon the Maker's receipt of a Notice(s) of Prepayment at Option of Holder Upon Change of Control from the Holder, the Maker shall deliver the COC Repayment Price to the Holder immediately prior to the consummation of the Change of Control; provided that the Holder's original Note shall have been delivered to the Maker.

4.6 Inability to Fully Convert

(a) Holder's Option if Maker Cannot Fully Convert. If, upon the Maturity Date, the Maker cannot issue Common Stock for any reason, including, without limitation, because the Maker (x) does not have a sufficient number of shares of Common Stock authorized and available or (y) is otherwise prohibited by applicable law or by the rules or regulations of any stock exchange, interdealer quotation system or other self-regulatory organization with jurisdiction over the Maker or any of its securities from issuing all of the Common Stock which are to be issued to the Holder pursuant to this Note, then the Maker shall issue as many shares of Common Stock as it is able to issue and, with respect to the unconverted portion of this Note or with respect to any shares of Common Stock not timely issued in accordance with this Note, the Holder, solely at Holder's option, can elect to:

(i) require the Maker to pay in cash that portion of the amounts due under this Note for which the Maker is unable to issue Common Stock or for which Common Stock was not timely issued (the "Mandatory Prepayment") at a price equal to the number of shares of Common Stock that the Maker is unable to issue multiplied by the Conversion Price on the Maturity Date (the "Mandatory Prepayment Price"); provided, that an election under this clause (i) shall not be available in the event that the Maker is unable to issue shares of Common Stock solely pursuant to the caps set forth in Section 4.3 above;

(ii) defer issuance of the applicable Conversion Shares until such time as the Maker can legally issue such shares; provided, that the Principal Amount underlying such Conversion Shares shall remain outstanding until the delivery of such Conversion Shares; and provided, further, that if the Holder elects to defer the issuance of the Conversion Shares, it may exercise its rights under either clause (i) or (ii) at any time prior to the issuance of the Conversion Shares upon two Business Days' notice to the Maker.

4.7 No Rights as Shareholder. Except as expressly set forth hereunder, nothing contained in this Note shall be construed as conferring upon the Holder, prior to the conversion of this Note, the right to vote or to receive dividends or to consent or to receive notice as a shareholder of the Company in respect of any meeting of shareholders for the election of directors of the Maker or of any other matter, or any other rights as a shareholder of the Maker.

ARTICLE 5

5.1 Covenants. For so long as this Note is outstanding, without the prior written consent of the Holder:

(a) Payment of Taxes, Etc. The Maker shall promptly pay and discharge, or cause to be paid and discharged, when due and payable, all lawful taxes, assessments and governmental charges or levies imposed upon the income, profits, property or business of the Maker, except for such failures to pay that, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect; provided, that any such tax, assessment, charge or levy need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if the Maker shall have set aside on its books adequate reserves with respect thereto, and provided, further, that the Maker will pay all such taxes, assessments, charges or levies forthwith upon the commencement of proceedings to foreclose any lien which may have attached as security therefor.

(b) Corporate Existence. The Maker shall maintain in full force and effect its corporate existence, rights and franchises and all licenses and other rights to use property owned or possessed by it and reasonably deemed to be necessary to the conduct of its business.

(c) Investment Company Act. The Maker shall conduct its business in a manner so that it will not be required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

ARTICLE 6

6.1 Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of (a) the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section prior to 5:00 p.m. (New York time) on a Business Day, (b) the next Business Day after the date of transmission, if such notice or communication is delivered via email at the email address specified in this Section on a day that is not a Business Day or later than 5:00 p.m. (New York time) on any date and earlier than 11:59 p.m. (New York time) on such date, (c) the Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (d) upon actual receipt by the party to whom such notice is required to be given. The addresses for notice shall be as set forth on the signature pages hereto, or to such other address as a party may designate by notice given in accordance with this Section.

6.2 Governing Law. This Note shall be governed by and construed in accordance with the Laws of the State of New York, without reference to principles of conflict of laws or choice of laws. This Note shall not be interpreted or construed with any presumption against the party causing this Note to be drafted.

6.3 Headings. Article and section headings in this Note are included herein for purposes of convenience of reference only and shall not constitute a part of this Note for any other purpose.

6.4 Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Note shall be cumulative and in addition to all other remedies available under this Note, at law or in equity (including, without limitation, a decree of specific performance and/or other injunctive relief), no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy and nothing herein shall limit the Holder's right to pursue actual damages for any failure by the Maker to comply with the terms of this Note. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by the holder thereof and shall not, except as expressly provided herein, be subject to any other obligation of the Maker (or the performance thereof). The Maker acknowledges that a breach by it of its obligations hereunder will cause irreparable and material harm to the Holder and that the remedy at law for any such breach would be inadequate. Therefore, the Maker agrees that, in the event of any such breach or threatened breach, the Holder shall be entitled, in addition to all other available rights and remedies, at law or in equity, to equitable relief, including but not limited to an injunction restraining any such breach or threatened breach, without the necessity of showing economic loss and without any bond or other security being required.

6.5 Enforcement Expenses. The Maker agrees to pay all costs and expenses of enforcement of this Note, including, without limitation, reasonable and documented attorneys' fees and expenses.

6.6 Binding Effect; Assignment. The obligations of the Maker and the Holder set forth herein shall be binding upon the successors and assigns of each such party, whether or not such successors or assigns are permitted by the terms herein. The Holder shall have the right to assign this Note hereunder without notice to or the consent of the Maker.

6.7 Amendments; Waivers. No provision of this Note may be waived or amended except in a written instrument signed by the Company and the Holder. No waiver of any default with respect to any provision, condition or requirement of this Note shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right.

6.8 Compliance with Securities Laws. The Holder of this Note acknowledges that this Note is being acquired solely for the Holder's own account and not as a nominee for any other party, and for investment, and that the Holder shall not offer, sell or otherwise dispose of this Note in violation of securities laws. This Note and any Note issued in substitution or replacement thereof shall be stamped or imprinted with a legend in substantially the following form:

"NEITHER THIS NOTE NOR THE SECURITIES INTO WHICH THIS NOTE IS CONVERTIBLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY."

6.9 Jurisdiction; Venue. Any action, proceeding or claim arising out of, or relating in any way to this Note shall be brought and enforced in the New York Supreme Court, County of New York, or in the United States District Court for the Southern District of New York. The Company and the Holder irrevocably submit to the jurisdiction of such courts, which jurisdiction shall be exclusive, and hereby waive any objection to such exclusive jurisdiction or that such courts represent an inconvenient forum. The prevailing party in any such action shall be entitled to recover its reasonable and documented attorneys' fees and out-of-pocket expenses relating to such action or proceeding.

6.10 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

6.11 Maker Waivers. Except as otherwise specifically provided herein, the Maker and all others that may become liable for all or any part of the obligations evidenced by this Note, hereby waive presentment, demand, notice of nonpayment, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and do hereby consent to any number of renewals or extensions of the time of payment hereof and agree that any such renewals or extensions may be made without notice to any such persons and without affecting their liability herein and do further consent to the release of any person liable hereon, all without affecting the liability of the other persons, firms or Maker liable for the payment of this Note, AND DO HEREBY WAIVE TRIAL BY JURY.

(a) No delay or omission on the part of the Holder in exercising its rights under this Note, or course of conduct relating hereto, shall operate as a waiver of such rights or any other right of the Holder, nor shall any waiver by the Holder of any such right or rights on any one occasion be deemed a waiver of the same right or rights on any future occasion.

(b) THE MAKER ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS NOTE IS A PART IS A COMMERCIAL TRANSACTION, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH THE HOLDER OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

6.12 Definitions. For the purposes hereof, the following terms shall have the following meanings:

(a) "1934 Act" means the Securities Exchange Act of 1934, as amended.

(b) "Business Day" means any day other than a Saturday, Sunday or day on which banks in New York, New York are authorized or required by law to close.

(c) "Change of Control" means any transaction or series of related transactions (whether by merger, consolidation, recapitalization, sale or exchange of equity securities, or otherwise) as a result of which (a) any person or "group" (within the meaning of Section 13(d) of the 1934 Act), other than the Holder and its affiliates, becomes the beneficial owner of equity securities of the Maker representing 50% or more of the total voting power of the Maker's then-outstanding equity securities, or (b) the holders of the Maker's voting securities immediately prior to such transaction cease to hold 50% or more of the voting power of the surviving or resulting entity immediately after such transaction.

(d) "Closing Date" means the date on which the Consideration is funded to the Maker.

(e) "Closing Price" means the closing price of the Common Stock on the Trading Market on the date of determination.

(f) "Common Stock" means the Maker's common stock, par value \$0.0001 per share.

(g) "Conversion Floor Amount" means an amount equal to the product of (A) the Floor Price, minus (B) the Conversion Price (calculated as if the

Floor Price did not exist), multiplied by (C) the number of shares of Common Stock delivered (or to be delivered) to the Holder on the applicable Share Delivery Date with respect to such conversion.

(h) “Conversion Floor Price Condition” means that the Conversion Price would have been less than the Floor Price in the absence of a Floor Price.

(i) “Equity Facility” means the Common Stock Purchase Agreement, dated July 27, 2026, between the Company and Roth Principal Investments, LLC.

(j) “Floor Price” means 20% of the closing price of the Common Stock on the trading day immediately prior to funding, subject to adjustment as provided herein.

(k) “Indebtedness” means: (a) all obligations for borrowed money; (b) all obligations evidenced by bonds, debentures, notes, or other similar instruments; (c) all capital lease obligations that exceed \$250,000 in the aggregate outstanding at any time; (d) all obligations or liabilities secured by a lien or encumbrance on any asset of the Maker, irrespective of whether such obligation or liability is assumed; (e) all obligations for the deferred purchase price of assets, other than trade debt and other accounts payable incurred in the ordinary course of business; (f) all synthetic leases; and (g) any obligation guaranteeing or intended to guarantee (whether directly or indirectly guaranteed, endorsed, co-made, discounted or sold with recourse) any of the foregoing obligations of any other person.

(l) “Mandatory Default Amount” means an amount equal to 130% of the Outstanding Principal Amount, accrued interest and all other amounts owing in respect of this Note.

(m) “Material Adverse Effect” means any material adverse effect on (a) the business, assets, operations, condition (financial or otherwise) or results of operations of the Maker, (b) the ability of the Maker to perform its obligations under this Note, or (c) the listing of the Common Stock on the Trading Market or its eligibility for deposit and clearing through The Depository Trust Company.

(n) “Outstanding Principal Amount” means, at the time of determination, the Principal Amount outstanding after giving effect to any conversions or prepayments pursuant to the terms hereof.

(o) “Required Minimum” means, as of any date, 300% of the maximum number of shares of Common Stock issuable upon conversion of this Note in full (including all accrued and reasonably anticipated PIK Interest through the Maturity Date) at the Floor Price then in effect, in each case without regard to any beneficial ownership or Exchange Cap limitation.

(p) “Trading Day” means a day on which the Common Stock is traded on a Trading Market.

(q) “Trading Market” means the Nasdaq Capital Market (or any successor thereto) or such other national securities exchange or quotation system on which the Common Stock is then listed or quoted.

(r) “VWAP” means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:00 p.m. (New York City time)), (b) if the Common Stock is traded on OTCQB or OTCQX, the volume weighted average sales price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock is then reported in the “Pink Sheets” published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holder and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the Maker has caused this Note to be duly executed by its duly authorized officer as of the date first above indicated.

POLAR POWER, INC.

By: _____

Name: Arthur Sams

Title: Chief Executive Officer
