THIS VOLUNTARY ESCROW AGREEMENT (“**ESCROW AGREEMENT**”) made as of the 29th day of July, 2021.

B E T W E E N:

NEXT GRAPHITE, INC., a corporation existing under the laws of the State of Nevada, with an office at 318 N. Carson Street, Ste. 208, Carson City, NV 89701 (hereinafter referred to as the “**Next”**”),

OF THE FIRST PART

\- and -

THE BREAM FAMILY TRUST, c/o Charles Bream
[redacted]
(hereinafter referred to as “**Bream**”),

\- and -

IRON GRID, LTD. c/o William King
[redacted]
(hereinafter referred to as “**Iron Grid**”)

\- and -

MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, AS CO-TRUSTEES OF THE THIELMAN FAMILY TRUST ESTABLISHED SEPTEMBER 19, 2011, BY MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, TRUSTORS, [redacted]
(hereinafter referred to as “**Thielman Trust**”)

\- and -

STEVE VESCOVA, [redacted]
(hereinafter referred to as “**Vescova**”)

\- and -

MYLES S. JERDAN, [redacted]
(hereinafter referred to as “**Jerdan**”)

\- and -

JERDAN ENTERPRISES INC., [redacted]
(hereinafter referred to as “**Enterprises**)

\- and -

TRYON N. SISSON AND DOLORES A. SISSON, TRUSTEES OF THE TRYON AND DOLORES SISSON LIVING TRUST DATED SEPTEMBER 4,

2009, [redacted]
(hereinafter referred to as "**Sisson Trust**")

- and -

TRYON P. SISSON AND SHANON G. SISSON JOINT TENANTS, [redacted]
(hereinafter referred to as "**T & S Sisson**")

- and -

MICHAEL DORON, [redacted]
(hereinafter referred to as "**Doron**")

- and -

DANIEL McCLORY, [redacted]
(hereinafter referred to as "**McClory**")

(Bream, Iron Grid, Thielman Trust, Vescova, Jerdan, Enterprises, Sisson Trust, T & S Sisson, Doron and McClory are collectively hereinafter referred to as the "**NG Shareholders**")

OF THE SECOND PART

- and -

GRATOMIC INC., a corporation continued under the laws of the Province of Ontario, Canada, with an office at 22 Adelaide Street West, Suite 3600 Toronto, Ontario M5H 4E3
(hereinafter referred to as the "**Gratomic**")

OF THE THIRD PART

- and -

GARDINER ROBERTS LLP
(hereinafter referred to as the **"Escrow Agent")**

OF THE FOURTH PART

WHEREAS Next and Gratomic, among others, entered into a Share Purchase Agreement dated November 12, 2020 (the "**SPA**") pursuant to which the parties agreed to the Transaction for the acquisition of the Purchased Assets as defined in the SPA, effective November 16th, 2020 the parties amended the SPA (the "**First Amendment**"), effective January 25th, 2021 the parties further amended the SPA (the "**Second Amendment**") and effective May 26, 2021, the parties further amended to SPA (the "**Third Amendment**" and together with the First Amendment, the Second Amendment and the SPA and the Schedules thereto collectively the "**Definitive Agreement**");

AND WHEREAS pursuant to the Definitive Agreement, 18,986,188 Common Shares (the "**NG Shares**"); 2,272,727 Common Shares (the "**Additional Shares**") and an additional 4,500,000 Common Shares (the "**Dilution Shares**" and together with the NG Shares and Additional Shares, collectively the "**Aggregate Shares**"), in the capital of Gratomic were issued to the NG Shareholders and Next in accordance with the terms of the Third Amendment, a copy which is annexed hereto as **Schedule "1"**, as set out in **Schedule "A"** to the Third Amendment;

AND WHEREAS the NG Shareholders and Next are hereinafter collectively referred to as the "**Designated Parties**";

AND WHEREAS the Aggregate Shares were delivered to the Escrow Agent registered in the names of the Designated Parties;

AND WHEREAS the parties hereto have agreed to enter into a voluntary escrow arrangement with respect to the Aggregate Shares;

AND WHEREAS this Escrow Agreement is entered into by the parties hereto to formalize the terms of escrow as set out herein and referred to in the Definitive Agreement;

NOW THEREFORE THIS ESCROW AGREEMENT WITNESSETH that in consideration of the premises and for other good and valuable consideration and the payment of ten ($10.00) dollars by Gratomic to each of the Designated Parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree each with the other as follows:

1. The recitals set out above shall form an integral part of this Escrow Agreement. The parties hereto acknowledge and agree to the facts as set out in the recitals above.

2. The Aggregate Shares will be subject to the following escrow conditions:

    (a) in respect of the NG Shares (the "**NG Release Schedule**"): 1/3 of the NG Shares shall be released from escrow, pursuant to the terms of the Escrow Agreement on January 29, 2022; an additional 1/3 of the NG Shares shall be released from escrow on July 29, 2022; and the final 1/3 of the NG Shares shall be released from escrow on January 29, 2023 (the "**Escrow Expiry Date**");

    (b) in respect of the Additional Shares (the "**Additional Release Schedule**"): all of the Additional Shares shall be released from escrow on July 29, 2022;

    (c) in respect of the Dilution Shares (the "**Dilution Release Schedule**", and together with the NG Release Schedule and Additional Release Schedule collectively, the "**Release Schedule**"): 1/3 of the Dilution Shares shall be released from escrow on January 29, 2022 an additional 1/3 of the Dilution Shares shall be released from escrow on July 29, 2022;

and the final 1/3 of the Dilution Shares shall be released from escrow on January 29, 2023;

(d) the Aggregate Shares are subject to a four month and one day hold period from date of original issue under Canadian law (the "**CDN Hold Period**") and are also subject to resale restrictions under US securities laws (and bear a legend as required by applicable securities laws) ("**US Restrictions**");

(e) the Aggregate Shares shall be released from escrow pursuant to the Release Schedule, pro rata, to the Designated Parties in accordance with the releases set out in **Schedule "2"**, attached hereto and forming a part hereof, subject to the provisions of Section 3 below; and

(f) the Aggregate Shares, or any part thereof held in escrow pursuant to the Escrow Agreement, shall have no voting rights until such shares, or part thereof, have been released from escrow in accordance with the terms of the Escrow Agreement.

3. The NG Shares, the Additional Shares and the Dilution Shares shall only be released from escrow to the Designated Parties in compliance with applicable US securities law exemptions to the satisfaction of Gratomic and the Escrow Agent, acting reasonably.

4. Each of the NG Shareholders acknowledges and agrees that (i) they have completed Schedule "C" to the Third Amendment and that a true copy of each completed Schedule C (the "**Completed Schedule C**") is annexed to **Schedule "3"**, attached hereto and forming a part hereof; (ii) the representations, warranties and covenants set out in the Completed Schedule C for each NG Shareholder remain true and correct at the date of this Escrow Agreement as if the Completed Schedule C for each NG Shareholder had been completed at the date hereof; and (iii) by signing this Escrow Agreement they are bound by the terms and conditions of the Definitive Agreement as if they had signed the Definitive Agreement as an original signatory.

5. In consideration of the Escrow Agent agreeing to act as Escrow Agent as aforesaid, the parties jointly and severally do hereby covenant and agree from time to time and at all times hereinafter well and truly to save, defend, and keep harmless and fully indemnify the Escrow Agent, its successors and assigns, from and against all loss, costs, charges, damages and expenses which the Escrow Agent, its successors or assigns, may at any time or times hereafter bear, sustain, suffer or be put to for or by reason or on account of its acting as Escrow Agent pursuant to this Escrow Agreement except where the losses, costs, charges, damages or expenses are caused by the Escrow Agent's wilful breach of this Escrow Agreement or gross negligence.

6. The Escrow Agent may enforce its rights under paragraph 5 against any party to this Escrow Agreement without enforcing its rights against any other party to this Escrow Agreement.

7. (a) Gratomic shall pay all fees charged by the Escrow Agent for the Escrow Agent's services under this Escrow Agreement.

(b) The Escrow Agent's fees shall be its normal fees for professional services rendered from time to time.

8. (a) The Escrow Agent agrees to hold the Aggregate Shares in strict confidence and to take all appropriate actions to preserve their confidentiality except where required by law to make disclosure related thereto.

(b) Except as expressly provided in this Escrow Agreement, the Escrow Agent shall not use, disclose, divulge, or make available the Aggregate Shares to any person, without the consent of the parties to this Escrow Agreement.

9. The duties of the Escrow Agent are to be determined solely by the express provisions of this Escrow Agreement; accordingly, the Escrow Agent shall only be responsible for the performance of those duties and obligations as are specifically set forth in the Escrow Agreement.

10. The Escrow Agent shall be fully protected in acting on or relying upon any written notice, direction, request, waiver, consent, receipt or other paper or document which the Escrow Agent in good faith believes to have been signed or presented by the proper party or parties as contemplated by the Escrow Agreement.

11. The Escrow Agent shall be entitled to rely on any judgment, demand or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any facts stated therein, the validity thereof or the jurisdiction of a Court or duly appointed arbitrator issuing any judgment. The Escrow Agent may act in reliance upon any instrument, direction or signature believed by it in good faith to be genuine and duly authorized and upon advice of counsel in reference to any matters connected herewith.

12. The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith or for any mistake in fact or law, or for anything which it may do or refrain from doing in good faith in connection herewith, except its own wilful misconduct or negligence.

13. The Designated Parties as a group on the first part, and Gratomic on the second part, hereto agree to indemnify and save harmless each other from and against any claims, demands, actions, causes of action, damages, loss, deficiency, costs, liability and expenses which may be made or brought against any party or which any party may suffer or incur as a result of, in respect to or arising out of and limited to this Escrow Agreement and in particular:

(a) any misrepresentation, inaccuracy, incorrectness or breach of any representation or warranty made by the other party in this Escrow Agreement; and

(b) any non-performance or non-fulfillment of any covenant or agreement on the part of any party contained in this Escrow Agreement.

14. In the event of any dispute or question as to the construction by the Escrow Agent of its duties, no party shall hold the Escrow Agent liable with respect to any action taken or omitted by it in good faith.

15. In the event of any dispute between the parties, the Escrow Agent may (at its option) transmit the Escrowed Documents to a court of competent jurisdiction and upon doing so the Escrow Agent shall be relieved of all further obligations under the Escrow Agreement.

16. The Escrow Agent shall not be bound or in any way affected by any notice of any modification or cancellation of the Escrow Agreement or of any fact or circumstance affecting or alleged to affect rights or liabilities hereunder or otherwise other than as is hereinafter set forth, unless notice of the same is delivered to the Escrow Agent in writing signed by the parties to the Escrow Agreement.

17. The parties each acknowledge that the Escrow Agent is acting in the capacity of escrow agent and counsel for Gratomic and not as counsel for the Designated Parties and that the Designated Parties have retained independent legal representation in connection with the Escrow Agreement, the Definitive Agreement and the related transactions. However, as to its role as escrow agent, the Escrow Agent will not act as counsel for Gratomic and will act impartially as a neutral party.

18. The Escrow Agent and any successor escrow agent, as the case may be, may resign its duties and be discharged from all further duties or obligations hereunder at any time upon giving 30 days written notice to the parties to the Escrow Agreement. The parties shall thereupon jointly designate a successor escrow agent hereunder within said 30 day period to whom the Aggregate Shares shall be delivered. In default of such designation of a successor escrow agent, the Escrow Agent shall retain the Aggregate Shares in escrow as custodian thereof until otherwise jointly directed by the parties to the Escrow Agreement, without further liability or responsibility.

19. Any notice required or permitted to be given hereunder shall be given by hand delivery, email delivery or by registered mail, postage prepaid, addressed to the parties at their respective addresses set forth below:

(a) If to the Escrow Agent:
22 Adelaide Street West, Suite 3600
Toronto, Ontario, Canada
M5H 4E3
Email: [redacted]

(b) If to Gratomic:
22 Adelaide Street West, Suite 3600
Toronto, Ontario, Canada
M5H 4E3
Email: [redacted]

(c) If to the Designated Parties:
[redacted]
Attn:c/o Next Graphite, Inc.
Email: [redacted]

AND TO:

Charles C. Bream III
CEO, Next Graphite, Inc.
[redacted]
Email: [redacted]

and any such notices given by hand delivery or by email delivery between the hours of 9:00 a.m. and 5:00 p.m. Toronto time with a hard copy by ordinary mail, shall be deemed to have been received on the date of delivery or e-delivery and if given by prepaid registered mail, shall be deemed to have been received on the tenth business day immediately following the date of mailing unless there is a postal strike in which event receipt shall be extended until the tenth business day following resumption of regular postal delivery. The parties shall be entitled to give notice of changes of address from time to time in the manner hereinbefore provided for the giving of notice.

20. The parties shall execute all such further and other documents and do all such things as may be necessary or desirable for the due carrying out of this Escrow Agreement at the cost of the party requesting such documents.

21. This Escrow Agreement is not assignable by any party without the prior written consent of the other parties, which consent may not be unreasonably withheld.

22. Time shall be of the essence of this Escrow Agreement and every part of it.

23. This Escrow Agreement and its Schedules, along with the Definitive Agreement, constitute the entire agreement of the parties respecting the matters herein contained. No amendment, modification, alternation, or waiver of the terms of this Escrow Agreement shall be binding unless made in writing and executed by the parties hereto or their successors or assigns.

24. This Escrow Agreement shall be considered to have been mutually drafted by all parties and no ambiguity in any provision shall be construed against any party by reason of having been drafted by that party or its counsel.

25. If any covenants or other provision of this Escrow Agreement is invalid, illegal or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Escrow Agreement shall, nevertheless, remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

26. This Escrow Agreement shall be construed and governed according to the laws of the Province of Ontario. Gratomic and Escrow Agent agree that they will not oppose any request by any of the Designated Parties to have court proceedings conducted virtually in respect of proceedings commenced prior to the Escrow Expiry Date.

27. This Escrow Agreement shall enure to the benefit of and be binding upon the parties hereto, and each of their successors and permitted assigns.

28. This Escrow Agreement may be executed by facsimile or electronic execution and in one or more counterparts, each of which shall be considered an original and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed the presents as of the day and year first above written.

NEXT GRAPHITE, INC.

Per: [redacted]

Name: Charles C. Bream III
Title: President & CEO

I have authority to bind the Corporation

THE BREAM FAMILY TRUST

Per: [redacted]

Name: Charles C. Bream III
Title: Trustee

I have authority to bind the Trust

IRON GRID, LTD.

Per: [redacted]

Name: William King
Title: President

I have authority to bind the Corporation

MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, AS CO-TRUSTEES OF THE THIELMAN FAMILY TRUST ESTABLISHED SEPTEMBER 19, 2011, BY MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, TRUSTORS

Per: ____________________

Name:
Title:

I have authority to bind the Trust

[redacted]

STEVE VESCOVA

____

MYLES S. JERDAN

THE BREAM FAMILY TRUST

Per: [redacted]

Name: Charles C. Bream III
Title: Trustee

I have authority to bind the Trust

IRON GRID, LTD.

Per: [redacted]

Name: William King
Title: President

I have authority to bind the Corporation

MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, AS CO-TRUSTEES OF THE THIELMAN FAMILY TRUST ESTABLISHED SEPTEMBER 19, 2011, BY MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, TRUSTORS

Per: [redacted]

Name:
Title: Trustee

I have authority to bind the Trust

____
STEVE VESCOVA

____
MYLES S. JERDAN

Per: [redacted]

Name: Charles C. Bream III
Title: Trustee

I have authority to bind the Trust

IRON GRID, LTD.

Per: [redacted]

Name: William King
Title: President

I have authority to bind the Corporation

MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, AS CO-TRUSTEES OF THE THIELMAN FAMILY TRUST ESTABLISHED SEPTEMBER 19, 2011, BY MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, TRUSTORS

Per: ______________________

Name:
Title:

I have authority to bind the Trust

____
STEVE VESCOVA

[redacted]

MYLES S. JERDAN

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Per: [redacted]

Name: MYLES S. JERDAN
Title: PRESIDENT

I have authority to bind the Corporation

TRYON N. SISSON AND DOLORES A. SISSON, TRUSTEES OF THE TRYON AND DOLORES SISSON LIVING TRUST DATED SEPTEMBER 4, 2009

Per: ______________________________

Name:
Title:

I have authority to bind the Trust

____
TRYON P. SISSON

____
SHANON G. SISSON

____
MICHAEL DORON

____
DANIEL McCLORY

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JERDAN ENTERPRISES INC.

Per: ______________________________
Name:
Title:

I have authority to bind the Corporation

TRYON N. SISSON AND DOLORES A. SISSON, TRUSTEES OF THE TRYON AND DOLORES SISSON LIVING TRUST DATED SEPTEMBER 4, 2009

Per: [redacted]
Name:
Title:

I have authority to bind the Trust

[redacted]

TRYON P. SISSON

[redacted]

SHANON G. SISSON

____
MICHAEL DORON

____
DANIEL McCLORY

JERDAN ENTERPRISES INC.

Per: __________________________________
Name:
Title:

I have authority to bind the Corporation

TRYON N. SISSON AND DOLORES A. SISSON, TRUSTEES OF THE TRYON AND DOLORES SISSON LIVING TRUST DATED SEPTEMBER 4, 2009

Per: __________________________________
Name:
Title:

I have authority to bind the Trust

____
TRYON P. SISSON

____
SHANON G. SISSON

[redacted]
____
MICHAEL DORON

____
DANIEL McCLORY

JERDAN ENTERPRISES INC.

Per: ______________________________
Name:
Title:

I have authority to bind the Corporation

TRYON N. SISSON AND DOLORES A. SISSON, TRUSTEES OF THE TRYON AND DOLORES SISSON LIVING TRUST DATED SEPTEMBER 4, 2009

Per: ______________________________
Name:
Title:

I have authority to bind the Trust

____
TRYON P. SISSON

____
SHANON G. SISSON

____
MICHAEL DORON

[redacted]

____
DANIEL McCLORY

GRATOMIC INC. [redacted]

Per: [redacted]

Name: Arno Brand
Title: President & CEO
I have authority to bind the Corporation

GARDINER ROBERTS LLP

Per: [redacted]

Name: William R. Johnstone
Title: Partner
I have authority to bind the Partnership

SCHEDULE “1”

THIRD AMENDMENT

THIRD AMENDMENT TO SHARE PURCHASE AGREEMENT

THIS AGREEMENT made as of the 26th day of May, 2021

AMONG:

NEXT GRAPHITE, INC.,
a corporation existing under the laws of the State of Nevada,
with an office at 318 N. Carson Street, Ste. 208,
Carson City, NV 89701
(hereinafter referred to as the "**Seller"**"),

OF THE FIRST PART,

- and -

GRATOMIC INC.,
a corporation continued under the laws of the Province of Ontario, Canada,
with an office at 22 Adelaide Street West,
Suite 3600
Toronto, Ontario
M5H 4E3
(hereinafter referred to as the "**Purchaser**")

OF THE SECOND PART.

and

MICRON INVESTMENTS (PROPRIETARY) LIMITED,
a private company existing under the laws of the Republic of Namibia,
with an office at 3 Kasteel Street P.O. Box 40330
Ausspannplatz
Windhoek, Khomas Region
Namibia
(hereinafter referred to as "**MICRON**")

OF THE THIRD PART.

and

GAZANIA INVESTMENTS TWO HUNDRED AND FORTY TWO (PROPRIETARY) LIMITED,
a private company existing under the laws of the Republic of Namibia,
with an office at Unit 3, 2nd Floor,
Ausspann Plaza,
Dr Agostinho Neto Road,
Ausspannplatz
Windhoek, Namibia
(hereinafter referred to as "**GAZANIA**")

OF THE FOURTH PART.

and

AFRICAN GRAPHITE, INC.,
a corporation existing under the laws of the State of Nevada,
with an office at 318 N. Carson Street, Ste. 208,
Carson City, NV 89701
(hereinafter referred to as the "**AG"**")

OF THE FIFTH PART.

A. **WHEREAS** the Parties entered into a Share Purchase Agreement dated November 12, 2020 (the "**SPA**") pursuant to which the parties agreed to the Transaction for the acquisition of the Purchased Assets as defined in the SPA;

B. **AND WHEREAS** effective November 16th, 2020 the parties amended the SPA (the "**First Amendment**")

C. **AND WHEREAS** effective January 25th, 2021 the parties further amended the SPA (the "**Second Amendment**" and together with the First Amendment, the SPA and the Schedules thereto collectively the "**Definitive Agreement**")

D. **AND WHEREAS** the parties wish to amend the terms of the Definitive Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises contained herein and other good and valuable consideration now paid by the Purchaser to the Seller (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Section 2 (a) of the Definitive Agreement shall be deleted and replaced with the following:

(a) The issuance to the Seller, subject to the additional conditions listed in Section 2 (a)(i), of 18,986,188 Common Shares (the "**NG Shares**"); 2,272,727 Common Shares (the "**Additional Shares**") and an additional 4,500,000 Common Shares (the "**Dilution Shares**" and together with the NG Shares and Additional Shares, collectively the "**Aggregate Shares**"), in the capital of the Purchaser.

(i) The Aggregate Shares will be subject to the following additional conditions:

(1) shall be issued to certain shareholders of the Seller (the **NG Shareholders**") and to the Seller as set out in **Schedule "A"** annexed hereto and forming a part hereof;

(2) shall upon issuance be deposited into an escrow with Gardner Roberts LLP (the "**Escrow Agent**") pursuant to an escrow agreement dated as of the Closing Date among the NG Shareholders, the Seller, the Purchaser and the Escrow Agent (the "**Escrow Agreement**") having the following release terms:

(A) in respect of the NG Shares (the "**NG Release Schedule**"): 1/3 of the NG Shares shall be released from escrow, pursuant to the terms of the Escrow Agreement, on that date which is 6 months following Closing; and additional 1/3 of the NG Shares shall be released on that date which is 12 months following Closing; and 1/3 shall be released on that date which is 18 months following Closing (the "**Escrow Expiry Date**"); and

(B) In respect of the Additional Shares (the "**Additional Release Schedule**") on that date which is 12 months following Closing;

(C) In respect of the Dilution Shares (the "**Dilution Release Schedule**", and together with the NG Release Schedule and Additional Release Schedule collectively, the "**Release Schedule**"): 1/3 of the Dilution Shares shall be released from escrow, pursuant to the terms of the Escrow Agreement, on that date which is 6 months following Closing; an additional 1/3 of the Dilution Shares shall be released on that date which is 12 months following Closing; and the final 1/3 of the Dilution Shares shall be released on that date which is 18 months following Closing;

(3) shall be subject to a four month and one day hold period under Canadian law (the "**CDN Hold Period**") and will also be subject to resale restrictions under US securities laws (and will bear a legend as required by applicable securities laws) ("**US Restrictions**"). The Purchaser will add no further restrictions beyond those stipulated in the Escrow Agreement or as required by the CDN Hold Period and the US Restrictions;

(4) the Aggregate Shares shall be released from escrow pursuant to the Release Schedule, pro rata, to the NG Shareholders and the Seller in accordance with the releases identified in **Schedule "B"** annexed hereto and forming a part hereof (the "**Designated Parties**"), subject to the provisions of subsection (6) below;

(5) the Aggregate Shares, or any part thereof held in escrow pursuant to the Escrow Agreement, shall have no voting rights until such shares, or part

thereof, have been released from escrow in accordance with the terms of the Escrow Agreement; and

(6) the NG Shares, the Additional Shares and the Dilution Shares shall only be released from escrow to the Designated Parties in compliance with applicable US securities law exemptions to the satisfaction of the Purchaser and the Escrow Agent, acting reasonably.

2. The Seller and AG jointly and severally represent, warrant and covenant, upon which representations warranties and covenants the Purchaser is relying, that: (a) each of the NG Shareholders set out in Schedule "A" is an accredited investor; (b) each NG Shareholder shall complete and sign Schedule "C" and its schedules and deliver a completed Schedule "C" and its schedules to the Purchaser at least two (2) business days prior to the Closing Date; (c) each of the NG Shareholders and the Seller will deliver executed copies of the Escrow Agreement prior to the Closing Date and each fully completed Schedule "C" shall form an exhibit to the Escrow Agreement; (d) all necessary regulatory and corporate approvals have been obtained by the Seller and AG to authorize and direct the Purchaser to issue the Aggregate Shares in the allocations set out in Schedule "A"; (e) upon the issuance of the Aggregate Shares to the NG Shareholders and the Seller in the allocations set out in Schedule "A", subject to the terms of the Escrow Agreement and the schedule of releases from escrow as set out in Schedule "B", the Purchaser shall receive good and marketable title to the Subject Shares free and clear of any encumbrances, liens, restrictions or claims including claims by the NG Shareholders, the Seller or AG.

3. Each of the Designated Parties (individually a "**Designated Party**") acknowledges and consents to the fact that the Corporation is collecting its personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time) for the purpose of completing this Definitive Agreement. The Designated Party acknowledges and consents to the Corporation retaining such personal information for as long as permitted or required by law or business practices. The Designated Party further acknowledges and consents to the fact that the Corporation may be required by the securities laws of the applicable jurisdictions, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any personal information provided by the Designated Party in this Definitive Agreement and that such information may also be provided to the Corporation's registrar and transfer agent, and any other parties involved in the issuance of the Aggregate Shares, and may be included in the record books. If it is a resident of or otherwise subject to applicable securities laws of Ontario, the Designated Party acknowledges and agrees that it has been notified by the Corporation (a) of the delivery to the Ontario Securities Commission (the "**OSC**") of the full name, residential address and telephone number of the Designated Party, the number and type of securities purchased, the total purchase price. the exemption relied upon and the date of distribution: (b) that this information is being collected indirectly by the OSC under the authority granted to it in applicable securities legislation: (c) that this information is being collected for the purposes of the administration and enforcement of the securities legislation of Ontario: and (d) that the Administrative Support Clerk of Corporate Finance can be contacted at Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8 or at (416) 593-3684 regarding any questions about the OSC's indirect collection of this information. In addition to the foregoing, it agrees and acknowledges that the Corporation may use and disclose its personal information as follows:

(a) for internal use with respect to managing the relationships between and contractual obligations of the Corporation and the Designated Party;

(b) for use and disclosure for income tax related purposes. including without limitation, where required by law, disclosure to Canada Revenue Agency;

(c) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trades and similar regulatory filings;

(d) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;

(e) disclosure to professional advisers of the Corporation in connection with the performance of their professional services;

(f) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Designated Party's prior written consent;

(g) disclosure to a court determining the rights of the parties under this Definitive Agreement; or

(h) for use and disclosure otherwise required by law.

4. All other terms of the Definitive Agreement shall remain in effect unamended.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF the Parties have executed this Agreement the day and year first above written.

NEXT GRAPHITE, INC.

Per: [redacted]
Name: Charles C. Bream III
Title: President & CEO

I have authority to bind the Corporation

GRATOMIC INC.

Per: [redacted]
Name: Arnoldus Brand
Title: President & CEO

I have authority to bind the Corporation

MICRON INVESTMENTS (PROPRIETARY) LIMITED

Per: [redacted]
Name: Arnoldus Brand
Title:

I have authority to bind the Corporation

GAZANIA INVESTMENTS TWO HUNDRED AND FORTY TWO (PROPRIETARY) LIMITED

Per: [redacted]
Name: Arnoldus Brand
Title:

I have authority to bind the Corporation

AFRICAN GRAPHITE, INC.

Per: [redacted]

Name: Charles C. Bream III
Title: President & CEO

I have authority to bind the Corporation

SCHEDULE "A"
ALLOCATION OF AGGREGATE SHARES

Name and Address	Number of Shares
The Bream Family Trust [see footnote 1] c/o Charles Bream [redacted]	4,710,228
Iron Grid, Ltd. [see footnote 1] c/o William King [redacted]	4,257,747
Michael Norbert Thielman and Laura G. Thielman, as Co-Trustees of The Thielman Family Trust established September 19, 2011, by Michael Norbert Thielman and Laura G. Thielman, Trustors." [redacted]	83,478
Steve Vescova [redacted]	488,346
Myles S. Jerdan Jerdan Enterprises, Inc. [redacted]	585,968
Jerdan Enterprises, Inc. [see footnote 1] [redacted]	2,669,409
Tryon N. Sisson and Dolores A Sisson, Trustees of the Tryon and Dolores Sisson Living Trust dated September 4, 2009 [redacted]	3,405,235
Tryon and Shanon Sisson [redacted]	1,050,431

Name and Address	Number of Shares
Michael Doron [redacted]	119,126
Daniel McClory [redacted]	1,916,335
Next Graphite [redacted]	6,472,612
Total	25,758,915

Footnotes 1: the owners of these entities are husband-wife

SCHEDULE "B"
ESCROW RELEASE OF NG SHARES, ADDITIONAL SHARES AND DILUTION SHARES

	Release Date			
Name	**6 months**	**12 months**	**18 months**	**Total**
The Bream Family Trust	1,431,547	1,847,134	1,431,547	4,710,228
Iron Grid, Ltd.	1,294,028	1,669,692	1,294,027	4,257,747
Michael Norbert Thielman and Laura G. Thielman, as Co-Trustees of The Thielman Family Trust established September 19, 2011, by Michael Norbert Thielman and Laura G. Thielman, Trustors	25,371	32,736	25,371	83,478
Steve Vescova	148,420	191,507	148,419	488,346
Myles S. Jerdan	178,089	229,789	178,090	585,968
Jerden Enterprises Inc.	811,295	1,046,819	811,295	2,669,409
Tryon N. Sisson and Dolores A Sisson, Trustees of the Tryon and Dolores Sisson Living Trust dated September 4, 2009	1,034,929	1,335,376	1,034,930	3,405,235
Tryon and Shanon Sisson	319,250	411,930	319,251	1,050,431
Michael Doron	36,205	46,716	36,205	119,126
Daniel McClory	582,418	751,498	582,419	1,916,335
Next Graphite	1,967,177	2,538,259	1,967,176	6,472,612
NG Shares and Dilution Shares	7,828,729	7,828,729	7,828,730	23,486,188
Additional Shares		2,272,727		2,272,727
Sub totals	7,828,729	10,101,456	7,828,730	25,758,915

SCHEDULE "C"

REPRESENTATIONS, WARRANTIES AND COVENANTS OF EACH NG SHAREHOLDER
(the "**Representation**")

TO: **GRATOMIC INC.** (the "**Corporation**")

The undersigned NG Shareholder (the "**Recipient**") receiving common shares of the Corporation (the "**Acquired Securities**") pursuant to the terms of the Third Amendment to Share Purchase Agreement dated May 26, 2021 as set out in Schedule "A" thereto to which this Schedule "C" is annexed, hereby represents, warrants and covenants to and with the Corporation (and acknowledges that the Corporation is relying thereon) as follows:

(a) *Jurisdiction of Residence* – the Recipient, or others for whom it is contracting hereunder, is resident or otherwise subject to the applicable securities legislation in the jurisdiction set out under "Recipient's Address" below, and the acquisition by the Recipient, and any such others, of the Acquired Securities has occurred only in such jurisdiction;

(b) *U.S. Recipient* – the Recipient understands and acknowledges that: (i) the issuance contemplated by the Definitive Agreement is being made in reliance upon the exemption from registration available under Rule 506(c) of Regulation D promulgated under the U.S. Securities Act; (ii) all such issuances are being made in transactions not involving any public offering within the meaning of the U.S. Securities Act; accordingly, the Acquired Securities are "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and therefore may not be offered or issued by us in the United States without registration under the U.S. Securities Act and state securities laws, except in compliance with section 7(d) below; (iii) the Acquired Securities must be held indefinitely unless the Acquired Securities are subsequently registered under the U.S. Securities Act, or an exemption from such registration is available; and (iv) the Corporation is under no obligation and has no present intention to register the resale of the Acquired Securities on its behalf under the U.S. Securities Act or to assist the Recipient in complying with an exemption from registration therefrom and the Recipient understands that the Corporation is not required to file and does not file in the United States periodic reports pursuant to Sections 13 or 15(d) of the *U.S. Securities Exchange Act of 1934*, as amended, and there is no public market for the Acquired Securities in the United States and no such market is expected or intended to develop;

(c) *U.S. Accredited Investor* – if the Recipient, or others from whom it is contracting hereunder, is resident in the United States or is otherwise subject to the securities laws of the United States, the Recipient represents and warrants that the Recipient is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act and has accurately completed the Representation Letter in **Schedule "1"** hereto (including the Appendix thereto), which is incorporated by reference herein;

(d) *Limitation on Resale in the U.S.* – the Recipient agrees that the Recipient, or others for whom it is contracting hereunder, will not offer, sell, pledge or otherwise transfer the Acquired Securities except: (i) to the Corporation; (ii) outside the United States in compliance with Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations; or (iii) inside the United States in a transaction, (A) made in compliance with an exemption from registration under the U.S. Securities Act provided by Rule 144 or Rule 144A thereunder, if available, or (B) in a transaction exempt from registration requirements under the U.S. Securities Act and any applicable state securities laws of the United States; the Recipient understands that the certificates representing the Acquired Securities will bear a legend to the foregoing effect and that prior to any transfer pursuant to the foregoing clause (iii)(B), the Corporation will require that the selling Recipient furnish the Corporation and the Corporation's transfer agent with an opinion of counsel of recognized standing, in substance and form satisfactory to the Corporation, that such transfer is exempt from registration under the U.S. Securities Act and any applicable state securities laws; we understand and acknowledge that the certificates for the Acquired Securities and any certificates issued in replacement thereof or exchange therefor, shall have endorsed thereon a legend reflecting such restrictions on transfer; the Recipient understands and acknowledges that the Corporation is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator or commission any registration statement in respect of resales of the Acquired Securities in the United States;

(e) *U.S. Legend* – upon the original issuance thereof, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the Acquired Securities and all certificates issued in exchange therefor or in substitution thereof, shall bear a legend in substantially the form set forth below:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF GRATOMIC INC. (THE "COMPANY") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S ("REGULATION S") UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, (D) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT; OR (E) IN A TRANSACTION THAT IS OTHERWISE EXEMPT FROM OR DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE COMPANY, ACTING REASONABLY, MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

provided, that, if the Acquired Securities are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S under U.S. Securities Act, the Corporation shall, and shall cause its transfer agent to, remove the legend within 48 hours of the receipt of a declaration in the form annexed as **Schedule "2"**;

provided, further, that, if any such securities are being sold pursuant to Rule 144 of the U.S. Securities Act, the legend may be removed by delivery to the registrar and transfer agent of the Corporation of an opinion of counsel, of recognized standing satisfactory to the Corporation, to the effect that such legend is no longer required under applicable requirements of U.S. Securities Act or state securities laws;

(f) *General Solicitation in the U.S.* – the Recipient acknowledges that it has not acquired the Acquired Securities as a result of any general solicitation or general advertising, as such terms are used in Regulation D under the U.S. Securities Act, including without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(g) *Resale Restrictions* – the Recipient has been independently advised as to and is aware of the restrictions with respect to trading in the Acquired Securities pursuant to the applicable securities laws and any applicable stock exchanges;

(h) *Due Execution and Delivery* – the Recipient is responsible for obtaining such legal advice as it considers necessary in connection with the execution, delivery and performance by the Recipient of the Definitive Agreement and the transactions contemplated therein and the Recipient represents and warrants that such execution, delivery and performance shall not contravene any applicable laws of the jurisdiction in which the Recipient, or others for whom it is contracting hereunder, is resident;

(i) *Independent Tax Advice* – the Recipient, or others for whom it is contracting hereunder, is solely responsible for obtaining such advice concerning the tax consequences of its acquisition of the Acquired Securities and it is not relying on the Corporation for advice concerning such tax consequences;

(j) *Agent Purchasing for Principal(s)* - if the Recipient is contracting hereunder as agent for one or more other purchasers: (i) each such other purchaser is purchasing as principal for its own account and not for the benefit of any other person; and (ii) each of such principals can, and does, make the representations, warranties and covenants set out in this Representation and in **Schedule "1"** to this Representation as are applicable to such principal by virtue of its jurisdiction of residence or by virtue of being subject to the applicable securities legislation of such jurisdiction;

(k) *Capacity* – if the Recipient: (i) is an individual, he/she has attained the age of majority and is legally competent to execute this Representation and to perform all actions required pursuant hereto; or (ii) is a corporation, partnership, unincorporated association or other entity, it has the legal capacity and competence to enter into and be bound by this Representation and the Recipient further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;

(l) *Authority* - (i) the Recipient is not contracting hereunder as agent for one or more other purchasers; and (ii) the entering into of this Representation and the completion of the transactions contemplated herein will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Recipient or of any agreement, written or oral, to which the Recipient is a party or by which the Recipient is bound;

(m) *Enforceability* - this Representation has been duly and validly authorized, executed and delivered by the Recipient and, upon acceptance by the Corporation this Representation will constitute a legal, valid and binding contract of the Recipient enforceable against it in accordance with its terms;

(n) *No Representation re: Resale, Refund, Future Price or Listing* - no person has made any written or oral representation to the Recipient:

(i) that any person will resell or repurchase the Acquired Securities;

(ii) that any person will refund the purchase price of the Acquired Securities; or

(iii) relating to the future price or value of the Acquired Securities;

(o) *Investment Experience* – the Recipient, or others for whom it is contracting hereunder, has knowledge and experience with respect to investments of this type enabling it to evaluate the merits and risks thereof and the capacity to obtain competent independent business, legal and tax advice regarding this investment;

(p) *Highly Speculative* – the Recipient, or others for whom it is contracting hereunder, understands that the acquisition of the Acquired Securities is highly speculative and that the Recipient may lose the entire amount of its investment; and

(q) *Due Diligence* – the Recipient, or others for whom it is contracting hereunder, is solely responsible for conducting its own due diligence in the affairs of the Corporation and it is not relying on any information about the proposed operations of the Corporation provided by any third party to make its decision to acquire the Acquired Securities.

The Recipient acknowledges and agrees that the receipt of the Acquired Securities by the Recipient, to be held by the Escrow Agent pursuant to the Escrow Agreement, will constitute full settlement of any and all claims by the Recipient in respect of the Subject Shares and any and all claims the Recipient has or may have in respect of any interest in Gazania and upon the issuance of the Acquired Securities in the name of the Recipient and the delivery of the Acquired Securities to the Escrow Agent in accordance with the terms of the Escrow Agreement, the Recipient will forever release the Purchaser and hereby agrees to indemnify the Purchaser in respect of any claims arising from the issuance of the Acquired Securities by the Purchaser to the Recipient as provided herein. The Recipient acknowledges and agrees that this Representation shall be appended to and form part of the Escrow Agreement and acknowledges and agrees that the Corporation is relying upon this Representation in order to enter into the Escrow Agreement with the Recipient. The Recipient further acknowledges and agrees that by signing this Representation, the Recipient is agreeing to the disclosure of information referred to in paragraph 3 of the Third Amendment to Share Purchase Agreement dated May 26, 2021.

The Recipient further acknowledges that the foregoing representations and warranties are made by it with the intent that they may be relied upon in determining its eligibility to acquire the Acquired Securities under relevant securities legislation and the Recipient hereby agrees to indemnify the Corporation against all losses, claims, costs, expenses and damages and other liabilities which either of them may suffer or incur as the result of or arising from the reliance by the Corporation on any such representation or warranty. The Recipient further agrees that by accepting the Acquired Securities on the Closing Date it shall be representing and warranting that the foregoing representations and warranties are true as at the Closing Date, with the same force and effect as if they had been made by the Recipient on such date and that they will survive the acquisition by the Recipient of the Acquired Securities and will continue in full force and effect notwithstanding any subsequent disposition by the Recipient of any of the Acquired Securities.

All capitalized terms not defined herein shall have the meanings set forth in the Third Amendment to Share Purchase Agreement dated May 26, 2021 (the "Third Amendment") to which this Schedule "C" is annexed and together with the SPA, the First Amendment, the Second Amendment (as defined in the Third Amendment) and the Third Amendment, collectively the "Definitive Agreement".

Dated: ____________________, 2021.

____
Print name of Recipient

By: ___________________________________
Signature

____
Title

____
Recipient's Address

____
Recipient's telephone number

____
Recipient's email address

Accepted by the Corporation this ____ day of ___________, 2021.

GRATOMIC INC.

Per: ________________________________

Name:

Title:

SCHEDULE "1" TO SCHEDULE "C"
REPRESENTATION LETTER

TO: **GRATOMIC INC.** (the "**Corporation**")

In connection with the acquisition by the undersigned (the "**Recipient**") of common shares of the Corporation (the "**Acquired Securities**"), the Designated Party hereby represents, warrants, covenants and certifies to the Corporation that:

(a) the Recipient is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the U.S. Securities Act as indicated on **Appendix "A"** to this **Schedule "1"**;

(b) the Recipient is acquiring the Acquired Securities as principal for its own account;

(c) the above representations, warranties, covenants and certifications will be true and correct both as of the execution of this Representative Letter and as of the Closing Date and will survive the completion of the issuance of the Acquired Securities; and

(d) the foregoing representations, warranties and covenants are made by the undersigned with the intent that they may be relied upon in determining its suitability as an acquirer of the Acquired Securities and the undersigned agrees to indemnify the Corporation and its directors and officers against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur caused or arising from reliance thereon. The undersigned undertakes to immediately notify Gardiner Roberts LLP, at Bay Adelaide Centre – East Tower, 22 Adelaide Street West, Suite 3600, Toronto, Ontario M5H 4E3, Attention: William R. Johnstone, of any change in any statement or other information relating to the Recipient set forth herein which takes place prior to the Closing Date.

All capitalized terms not defined herein shall have the meanings set forth in the SPA to which this exhibit is attached.

Dated: ____________________, 2021.

____
Print name of Recipient

By: ______________________________
Signature

____
Title

IMPORTANT: PLEASE SELECT THE APPLICABLE CRITERIA SET OUT IN APPENDIX "A" HERETO AND INITIAL EACH PAGE AND SIGN PAGE 3.

APPENDIX “A”
(TO SCHEDULE “1”)

CERTIFICATE OF ACCREDITED INVESTOR

TO: **GRATOMIC INC.** (the “**Corporation**”)

RE: Acquisition of Acquired Securities of the Corporation

I hereby represent, warrant and covenant (which representations, warranties and covenants shall survive the Closing) to the Corporation and acknowledge that the Corporation is relying thereon, that I satisfy one or more of the categories of “accredited investor” indicated below **(please place your initials on the appropriate line)**:

_________ Category 1. A bank, as defined in Section 3(a) (2) of the *United States Securities Act of 1933* (the “**U.S. Securities Act**”), whether acting in its individual or fiduciary capacity; or

_________ Category 2. A savings and loan association or other institution as defined in Section 3(a) (5) (A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or

_________ Category 3. A broker or dealer registered pursuant to Section 15 of the *United States Securities Exchange Act of 1934*; or

_________ Category 4. An insurance company as defined in Section 2(13) of the U.S. Securities Act; or

_________ Category 5. An investment company registered under the *United States Investment Company Act of 1940*; or

_________ Category 6. A business development company as defined in Section 2(a) (48) of the *United States Investment Company Act of 1940*; or

_________ Category 7. A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the *United States Small Business Investment Act of 1958*; or

_________ Category 8. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of US $5,000,000; or

_________ Category 9. An employee benefit plan within the meaning of the *United States Employee Retirement Income Security Act of 1974* in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of US $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or

_________ Category 10. A private business development company as defined in Section 202(a)(22) of the *United States Investment Advisers Act of 1940*; or

__________ Category 11. An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US $5,000,000; or

__________ Category 12. Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer; or

__________ Category 13. A natural person whose individual net worth, or joint net worth with that person's spouse, at the date hereof exceeds US $1,000,000, excluding the value of the primary residence of such individual; or

__________ Category 14. A natural person who had an individual income in excess of US$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

__________ Category 15. A trust, with total assets in excess of US$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or

__________ Category 16. Any entity in which all of the equity owners meet the requirements of at least one of the above categories.

The foregoing representations, warranties and covenants are made by us with the intent that they be relied upon in determining our suitability as a purchaser of Acquired Securities.

____
(Signature of Recipient)

____
(Name of Recipient - please print)

____
(Capacity)

SCHEDULE "2" TO SCHEDULE "C"

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: **GRATOMIC INC.**

AND TO: **TSX TRUST COMPANY** as registrar and transfer agent for the securities of **GRATOMIC INC.**

The undersigned (A) acknowledges that the sale of the securities of **GRATOMIC INC.** (the "**Company**") represented by certificate number _________ to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the *United States Securities Act of 1933*, as amended (the "**1933 Act**") and (B) certifies that (1) the undersigned is not an "affiliate" of the Company as that term is defined in Rule 405 under the 1933 Act, a "distributor" or an affiliate of a "distributor", (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States or (b) the transaction was executed on or through the facilities of a "designated offshore securities market" (as defined in Rule 902 of the 1933 Act) and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any "directed selling efforts" in the United States in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing-off" the resale restrictions imposed because the securities are "restricted securities" as that term is described in Rule 144(a)(3) under the 1933 Act, (5) the seller does not intend to replace such securities sold in reliance on Rule 904 of the 1933 Act with fungible unrestricted securities, and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the 1933 Act. Unless otherwise specified, terms set forth above in quotation marks have the meanings given to them by Regulation S.

Dated: ____________________

____
(Name of Holder – please print)

____
(Authorized Signature)

____
(Official Capacity – please print)

____
(please print here the name of the individual whose signature appears above, if different from the name of holder printed above)

Signature Guaranteed by:

____

Name:
Title:

Affirmation by Seller's Broker-Dealer

We have read the foregoing representations of our customer, _________________(the "**Seller**") dated _____________________, with regard to the sale, for such Seller's account, of the ________Common Shares represented by certificate number _________ of the Company described therein, and we hereby affirm that, to the best of our knowledge and belief, the facts set forth therein are full, true and correct.

____

Name of Firm

By: ___________________________________

Authorized officer

Date: ____________________________

SCHEDULE "2"

ESCROW RELEASE OF NG SHARES, ADDITIONAL SHARES AND DILUTION SHARES

	Release Date			
Name	**January 29, 2022**	**July 29, 2022**	**January 29, 2023**	**Total**
The Bream Family Trust	1,431,547	1,847,134	1,431,547	4,710,228
Iron Grid, Ltd.	1,294,028	1,669,692	1,294,027	4,257,747
Michael Norbert Thielman and Laura G. Thielman, as Co-Trustees of The Thielman Family Trust established September 19, 2011, by Michael Norbert Thielman and Laura G. Thielman, Trustors	25,371	32,736	25,371	83,478
Steve Vescova	148,420	191,507	148,419	488,346
Myles S. Jerdan	178,089	229,789	178,090	585,968
Jerdan Enterprises Inc.	811,295	1,046,819	811,295	2,669,409
Tryon N. Sisson and Dolores A Sisson, Trustees of the Tryon and Dolores Sisson Living Trust dated September 4, 2009	1,034,929	1,335,376	1,034,930	3,405,235
Tryon P. Sisson and Shanon G. Sisson Joint Tenants	319,250	411,930	319,251	1,050,431
Michael Doron	36,205	46,716	36,205	119,126
Daniel McClory	582,418	751,498	582,419	1,916,335
Next Graphite	1,967,177	2,538,259	1,967,176	6,472,612
NG Shares and Dilution Shares	7,828,729	7,828,729	7,828,730	23,486,188
Additional Shares		2,272,727		2,272,727
Sub totals	7,828,729	10,101,456	7,828,730	25,758,915

SCHEDULE "3"

ANNEXED HERE IS THE COMPLETED SCHEDULE "C" FROM THE THIRD AMENDMENT FROM EACH NG SHAREHOLDER AS FOLLOWS:

THE BREAM FAMILY TRUST

IRON GRID, LTD.

MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, AS CO-TRUSTEES OF THE THIELMAN FAMILY TRUST ESTABLISHED SEPTEMBER 19, 2011, BY MICHAEL NORBERT THIELMAN AND LAURA G. THIELMAN, TRUSTORS

STEVE VESCOVA

MYLES S. JERDAN

JERDAN ENTERPRISES INC.

TRYON N. SISSON AND DOLORES A. SISSON, TRUSTEES OF THE TRYON AND DOLORES SISSON LIVING TRUST DATED SEPTEMBER 4, 2009

TRYON P. SISSON AND SHANON G. SISSON JOINT TENANTS

MICHAEL DORON

DANIEL McCLORY

SCHEDULE "C"

REPRESENTATIONS, WARRANTIES AND COVENANTS OF EACH NG SHAREHOLDER
(the "**Representation**")

TO: **GRATOMIC INC.** (the "**Corporation**")

The undersigned NG Shareholder (the "**Recipient**") receiving common shares of the Corporation (the "**Acquired Securities**") pursuant to the terms of the Third Amendment to Share Purchase Agreement dated May 26, 2021 as set out in Schedule "A" thereto to which this Schedule "C" is annexed, hereby represents, warrants and covenants to and with the Corporation (and acknowledges that the Corporation is relying thereon) as follows:

(a) *Jurisdiction of Residence* – the Recipient, or others for whom it is contracting hereunder, is resident or otherwise subject to the applicable securities legislation in the jurisdiction set out under "Recipient's Address" below, and the acquisition by the Recipient, and any such others, of the Acquired Securities has occurred only in such jurisdiction;

(b) *U.S. Recipient* – the Recipient understands and acknowledges that: (i) the issuance contemplated by the Definitive Agreement is being made in reliance upon the exemption from registration available under Rule 506(c) of Regulation D promulgated under the U.S. Securities Act; (ii) all such issuances are being made in transactions not involving any public offering within the meaning of the U.S. Securities Act; accordingly, the Acquired Securities are "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and therefore may not be offered or issued by us in the United States without registration under the U.S. Securities Act and state securities laws, except in compliance with section 7(d) below; (iii) the Acquired Securities must be held indefinitely unless the Acquired Securities are subsequently registered under the U.S. Securities Act, or an exemption from such registration is available; and (iv) the Corporation is under no obligation and has no present intention to register the resale of the Acquired Securities on its behalf under the U.S. Securities Act or to assist the Recipient in complying with an exemption from registration therefrom and the Recipient understands that the Corporation is not required to file and does not file in the United States periodic reports pursuant to Sections 13 or 15(d) of the *U.S. Securities Exchange Act of 1934*, as amended, and there is no public market for the Acquired Securities in the United States and no such market is expected or intended to develop;

(c) *U.S. Accredited Investor* – if the Recipient, or others from whom it is contracting hereunder, is resident in the United States or is otherwise subject to the securities laws of the United States, the Recipient represents and warrants that the Recipient is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D under the U.S. Securities Act and has accurately completed the Representation Letter in **Schedule "1"** hereto (including the Appendix thereto), which is incorporated by reference herein;

(d) *Limitation on Resale in the U.S.* – the Recipient agrees that the Recipient, or others for whom it is contracting hereunder, will not offer, sell, pledge or otherwise transfer the Acquired Securities except: (i) to the Corporation; (ii) outside the United States in compliance with Rule 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations; or (iii) inside the United States in a transaction, (A) made in compliance with an exemption from registration under the U.S. Securities Act provided by Rule 144 or Rule 144A thereunder, if available, or (B) in a transaction exempt from registration requirements under the U.S. Securities Act and any applicable state securities laws of the United States; the Recipient understands that the certificates representing the Acquired Securities will bear a legend to the foregoing effect and that prior to any transfer pursuant to the foregoing clause (iii)(B), the Corporation will require that the selling Recipient furnish the Corporation and the Corporation's transfer agent with an opinion of counsel of recognized standing, in substance and form satisfactory to the Corporation, that such transfer is exempt from registration under the U.S. Securities Act and any applicable state securities laws; we understand and acknowledge that the certificates for the Acquired Securities and any certificates issued in replacement thereof or exchange therefor, shall have endorsed thereon a legend reflecting such restrictions on transfer; the Recipient understands and acknowledges that the Corporation is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator or commission any registration statement in respect of resales of the Acquired Securities in the United States;

(e) *U.S. Legend* – upon the original issuance thereof, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the Acquired Securities and all certificates issued in exchange therefor or in substitution thereof, shall bear a legend in substantially the form set forth below:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF GRATOMIC INC. (THE "COMPANY") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S ("REGULATION S") UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, (D) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT; OR (E) IN A TRANSACTION THAT IS OTHERWISE EXEMPT FROM OR DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE COMPANY, ACTING REASONABLY, MUST FIRST BE PROVIDED. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

provided, that, if the Acquired Securities are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S under U.S. Securities Act, the Corporation shall, and shall cause its transfer agent to, remove the legend within 48 hours of the receipt of a declaration in the form annexed as **Schedule “2”**;

provided, further, that, if any such securities are being sold pursuant to Rule 144 of the U.S. Securities Act, the legend may be removed by delivery to the registrar and transfer agent of the Corporation of an opinion of counsel, of recognized standing satisfactory to the Corporation, to the effect that such legend is no longer required under applicable requirements of U.S. Securities Act or state securities laws;

(f) *General Solicitation in the U.S.* – the Recipient acknowledges that it has not acquired the Acquired Securities as a result of any general solicitation or general advertising, as such terms are used in Regulation D under the U.S. Securities Act, including without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(g) *Resale Restrictions* – the Recipient has been independently advised as to and is aware of the restrictions with respect to trading in the Acquired Securities pursuant to the applicable securities laws and any applicable stock exchanges;

(h) *Due Execution and Delivery* – the Recipient is responsible for obtaining such legal advice as it considers necessary in connection with the execution, delivery and performance by the Recipient of the Definitive Agreement and the transactions contemplated therein and the Recipient represents and warrants that such execution, delivery and performance shall not contravene any applicable laws of the jurisdiction in which the Recipient, or others for whom it is contracting hereunder, is resident;

(i) *Independent Tax Advice* – the Recipient, or others for whom it is contracting hereunder, is solely responsible for obtaining such advice concerning the tax consequences of its acquisition of the Acquired Securities and it is not relying on the Corporation for advice concerning such tax consequences;

(j) *Agent Purchasing for Principal(s)* - if the Recipient is contracting hereunder as agent for one or more other purchasers: (i) each such other purchaser is purchasing as principal for its own account and not for the benefit of any other person; and (ii) each of such principals can, and does, make the representations, warranties and covenants set out in this Representation and in **Schedule “1”** to this Representation as are applicable to such principal by virtue of its jurisdiction of residence or by virtue of being subject to the applicable securities legislation of such jurisdiction;

(k) *Capacity* – if the Recipient: (i) is an individual, he/she has attained the age of majority and is legally competent to execute this Representation and to perform all actions required pursuant hereto; or (ii) is a corporation, partnership, unincorporated association or other entity, it has the legal capacity and competence to enter into and be bound by this Representation and the Recipient further certifies that all necessary approvals of directors, shareholders or otherwise have been given and obtained;

(l) *Authority* - (i) the Recipient is not contracting hereunder as agent for one or more other purchasers; and (ii) the entering into of this Representation and the completion of the transactions contemplated herein will not result in the violation of any of the terms and provisions of any law applicable to, or the constating documents of, the Recipient or of any agreement, written or oral, to which the Recipient is a party or by which the Recipient is bound;

(m) *Enforceability* - this Representation has been duly and validly authorized, executed and delivered by the Recipient and, upon acceptance by the Corporation this Representation will constitute a legal, valid and binding contract of the Recipient enforceable against it in accordance with its terms;

(n) *No Representation re: Resale, Refund, Future Price or Listing* - no person has made any written or oral representation to the Recipient:

(i) that any person will resell or repurchase the Acquired Securities;

(ii) that any person will refund the purchase price of the Acquired Securities; or

(iii) relating to the future price or value of the Acquired Securities;

(o) *Investment Experience* – the Recipient, or others for whom it is contracting hereunder, has knowledge and experience with respect to investments of this type enabling it to evaluate the merits and risks thereof and the capacity to obtain competent independent business, legal and tax advice regarding this investment;

(p) *Highly Speculative* – the Recipient, or others for whom it is contracting hereunder, understands that the acquisition of the Acquired Securities is highly speculative and that the Recipient may lose the entire amount of its investment; and

(q) *Due Diligence* – the Recipient, or others for whom it is contracting hereunder, is solely responsible for conducting its own due diligence in the affairs of the Corporation and it is not relying on any information about the proposed operations of the Corporation provided by any third party to make its decision to acquire the Acquired Securities.

The Recipient acknowledges and agrees that the receipt of the Acquired Securities by the Recipient, to be held by the Escrow Agent pursuant to the Escrow Agreement, will constitute full settlement of any and all claims by the Recipient in respect of the Subject Shares and any and all claims the Recipient has or may have in respect of any interest in Gazania and upon the issuance of the Acquired Securities in the name of the Recipient and the delivery of the Acquired Securities to the Escrow Agent in accordance with the terms of the Escrow Agreement, the Recipient will forever release the Purchaser and hereby agrees to indemnify the Purchaser in respect of any claims arising from the issuance of the Acquired Securities by the Purchaser to the Recipient as provided herein. The Recipient acknowledges and agrees that this Representation shall be appended to and form part of the Escrow Agreement and acknowledges and agrees that the Corporation is relying upon this Representation in order to enter into the Escrow Agreement with the Recipient. The Recipient further acknowledges and agrees that by signing this Representation, the Recipient is agreeing to the disclosure of information referred to in paragraph 3 of the Third Amendment to Share Purchase Agreement dated May 26, 2021.

The Recipient further acknowledges that the foregoing representations and warranties are made by it with the intent that they may be relied upon in determining its eligibility to acquire the Acquired Securities under relevant securities legislation and the Recipient hereby agrees to indemnify the Corporation against all losses, claims, costs, expenses and damages and other liabilities which either of them may suffer or incur as the result of or arising from the reliance by the Corporation on any such representation or warranty. The Recipient further agrees that by accepting the Acquired Securities on the Closing Date it shall be representing and warranting that the foregoing representations and warranties are true as at the Closing Date, with the same force and effect as if they had been made by the Recipient on such date and that they will survive the acquisition by the Recipient of the Acquired Securities and will continue in full force and effect notwithstanding any subsequent disposition by the Recipient of any of the Acquired Securities.

All capitalized terms not defined herein shall have the meanings set forth in the Third Amendment to Share Purchase Agreement dated May 26, 2021 (the "Third Amendment") to which this Schedule "C" is annexed and together with the SPA, the First Amendment, the Second Amendment (as defined in the Third Amendment) and the Third Amendment, collectively the "Definitive Agreement".

Dated: [redacted], 2021.

[redacted]
Print name of Recipient

By: [redacted]
Signature

[redacted]
Title

[redacted]
Recipient's Address

[redacted]
Recipient's telephone number

[redacted]
Recipient's email address

Accepted by the Corporation this 14th **day of** June**, 2021.**

GRATOMIC INC.

Per: [redacted]

Name: William R. Johnstone
Title: Corporate Secretary

SCHEDULE "1" TO SCHEDULE "C"
REPRESENTATION LETTER

TO: **GRATOMIC INC.** (the "**Corporation**")

In connection with the acquisition by the undersigned (the "**Recipient**") of common shares of the Corporation (the "**Acquired Securities**"), the Designated Party hereby represents, warrants, covenants and certifies to the Corporation that:

(a) the Recipient is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the U.S. Securities Act as indicated on **Appendix "A"** to this **Schedule "1"**;

(b) the Recipient is acquiring the Acquired Securities as principal for its own account;

(c) the above representations, warranties, covenants and certifications will be true and correct both as of the execution of this Representative Letter and as of the Closing Date and will survive the completion of the issuance of the Acquired Securities; and

(d) the foregoing representations, warranties and covenants are made by the undersigned with the intent that they may be relied upon in determining its suitability as an acquirer of the Acquired Securities and the undersigned agrees to indemnify the Corporation and its directors and officers against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur caused or arising from reliance thereon. The undersigned undertakes to immediately notify Gardiner Roberts LLP, at Bay Adelaide Centre – East Tower, 22 Adelaide Street West, Suite 3600, Toronto, Ontario M5H 4E3, Attention: William R. Johnstone, of any change in any statement or other information relating to the Recipient set forth herein which takes place prior to the Closing Date.

All capitalized terms not defined herein shall have the meanings set forth in the SPA to which this exhibit is attached.

Dated: [redacted], 2021.

[redacted]
Print name of Recipient

By: [redacted]
Signature

[redacted]
Title

IMPORTANT: PLEASE SELECT THE APPLICABLE CRITERIA SET OUT IN APPENDIX "A" HERETO AND INITIAL EACH PAGE AND SIGN PAGE 3.

APPENDIX "A"
(TO SCHEDULE "1")

CERTIFICATE OF ACCREDITED INVESTOR

TO: **GRATOMIC INC.** (the "**Corporation**")

RE: Acquisition of Acquired Securities of the Corporation

I hereby represent, warrant and covenant (which representations, warranties and covenants shall survive the Closing) to the Corporation and acknowledge that the Corporation is relying thereon, that I satisfy one or more of the categories of "accredited investor" indicated below **(please place your initials on the appropriate line)**:

_________ Category 1. A bank, as defined in Section 3(a) (2) of the *United States Securities Act of 1933* (the "**U.S. Securities Act**"), whether acting in its individual or fiduciary capacity; or

_________ Category 2. A savings and loan association or other institution as defined in Section 3(a) (5) (A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or

_________ Category 3. A broker or dealer registered pursuant to Section 15 of the *United States Securities Exchange Act of 1934*; or

_________ Category 4. An insurance company as defined in Section 2(13) of the U.S. Securities Act; or

_________ Category 5. An investment company registered under the *United States Investment Company Act of 1940*; or

_________ Category 6. A business development company as defined in Section 2(a) (48) of the *United States Investment Company Act of 1940*; or

_________ Category 7. A small business investment company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the *United States Small Business Investment Act of 1958*; or

_________ Category 8. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of US $5,000,000; or

_________ Category 9. An employee benefit plan within the meaning of the *United States Employee Retirement Income Security Act of 1974* in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of US $5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are accredited investors; or

_________ Category 10. A private business development company as defined in Section 202(a)(22) of the *United States Investment Advisers Act of 1940*; or

__________ Category 11. An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US $5,000,000; or

__________ Category 12. Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer; or

__________ Category 13. A natural person whose individual net worth, or joint net worth with that person's spouse, at the date hereof exceeds US $1,000,000, excluding the value of the primary residence of such individual; or

__________ Category 14. A natural person who had an individual income in excess of US$200,000 in each of the two most recent years or joint income with that person's spouse in excess of US$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

__________ Category 15. A trust, with total assets in excess of US$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or

__________ Category 16. Any entity in which all of the equity owners meet the requirements of at least one of the above categories.

The foregoing representations, warranties and covenants are made by us with the intent that they be relied upon in determining our suitability as a purchaser of Acquired Securities.

[redacted]

(Signature of Recipient)

[redacted]

(Name of Recipient - please print)

[redacted]

(Capacity)

SCHEDULE "2" TO SCHEDULE "C"

FORM OF DECLARATION FOR REMOVAL OF LEGEND

TO: **GRATOMIC INC.**

AND TO: **TSX TRUST COMPANY** as registrar and transfer agent for the securities of **GRATOMIC INC.**

The undersigned (A) acknowledges that the sale of the securities of **GRATOMIC INC.** (the "**Company**") represented by certificate number _________ to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the *United States Securities Act of 1933*, as amended (the "**1933 Act**") and (B) certifies that (1) the undersigned is not an "affiliate" of the Company as that term is defined in Rule 405 under the 1933 Act, a "distributor" or an affiliate of a "distributor", (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States or (b) the transaction was executed on or through the facilities of a "designated offshore securities market" (as defined in Rule 902 of the 1933 Act) and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any "directed selling efforts" in the United States in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing-off" the resale restrictions imposed because the securities are "restricted securities" as that term is described in Rule 144(a)(3) under the 1933 Act, (5) the seller does not intend to replace such securities sold in reliance on Rule 904 of the 1933 Act with fungible unrestricted securities, and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the 1933 Act. Unless otherwise specified, terms set forth above in quotation marks have the meanings given to them by Regulation S.

Dated: ____________________

____
(Name of Holder – please print)

____
(Authorized Signature)

____
(Official Capacity – please print)

____
(please print here the name of the individual whose signature appears above, if different from the name of holder printed above)

Signature Guaranteed by:

____
Name:
Title:

Affirmation by Seller's Broker-Dealer

We have read the foregoing representations of our customer, _________________(the "**Seller**") dated _____________________, with regard to the sale, for such Seller's account, of the ________Common Shares represented by certificate number _________ of the Company described therein, and we hereby affirm that, to the best of our knowledge and belief, the facts set forth therein are full, true and correct.

____
Name of Firm

By: ___________________________________
Authorized officer

Date: ____________________________