Form 51-102F3
Material Change Report

Item 1 Name and Address of Company

Wittering Capital Corp. (the **“Company”**)
1710-1050 West Pender Street
Vancouver, BC, V6E3S7

Item 2 Date of Material Change

November 13, 2025

Item 3 News Release

A news release was disseminated on November 14, 2025 through the facilities of Stockwatch.

Item 4 Summary of Material Change

The Company has entered into an amendment to its previously announced non-binding letter of intent dated October 27, 2025 (the “**LOI**”) with Grafta Nanotech Inc. (“**GNI**”) where the Company has agreed to complete a two-old for one new consolidation (the “**Consolidation**”) as part of the proposed transaction where the Company would acquire GNI as its qualifying transaction (the “**Proposed Transaction**”).

In addition, GNI announced that it was undertaking a private placement of subscription receipts of GNI for gross proceeds of up to $2,000,000 (the "Offering"), or such other amount to be determined, at a price of $0.30 per subscription receipt. The Offering will be conducted on a private placement basis to be completed in connection with the Proposed Transaction

Item 5 Full Description of Material Change

On November 13, 2025, the Company entered an amendment the LOI pursuant to which it agreed to complete the Consolidation in connection with the Proposed Transaction.

GNI announced its intention to complete the Offering through the sale of subscription receipts (each a “Subscription Receipt”) at a price of $0.30 per Subscription Receipt to raise up to $2,000.000.

The Subscription Receipts will be created and issued pursuant to the terms of a subscription receipt agreement (the "Subscription Receipt Agreement") between, among others deemed appropriate, GNI and a subscription receipt agent (the "Subscription Receipt Agent") mutually acceptable to GNI and the Company.

Each Subscription Receipt will be deemed to be automatically converted, without payment of additional consideration or further action by the holder thereof, into one unit in the capital of GNI (each, a "Unit"), subject to adjustment in certain events, immediately before the closing of the Proposed Transaction upon the satisfaction and/or waiver of the Escrow Release Conditions (as will be defined in the Subscription Receipt Agreement) at or before the Escrow Release Deadline (as defined below).

Each Unit will consist of one (1) post Consolidation common share in the capital of the Resulting Issuer (a “Resulting Issuer Share”) and one half (0.5) common share purchase warrant (each whole warrant, a “Resulting Issuer Warrant”). Each Resulting Issuer Warrant will entitle the holder to purchase one Resulting Issuer Share (a "Warrant Share") at an exercise price of C$0.50 for a period of 18 months following the satisfaction of the Escrow Release Conditions.

If the volume-weighted average trading price of the Resulting Issuer Shares on the TSXV is greater than or equal to $1.00 for 10 consecutive trading days at any time (the "Acceleration Event"), the Resulting Issuer Warrants will expire, subject to the Resulting Issuer’s discretion, on the earlier of the expiry date and 4:30 p.m. (Vancouver time) on the date which is 10 calendar days after the Resulting Issuer provides notice to the holders Resulting Issuer Warrants (by a press release) that the Acceleration Event has occurred.

If (i) the Escrow Release Conditions have not been satisfied prior to 5:00 p.m. (Toronto time) on that date which is 120 days following the Closing Date (as defined below) (the “Escrow Release Deadline”), (ii) the Proposed Transaction is terminated at any earlier time, or (iii) GNI advises or announces to the public that it does not intend to satisfy the Escrow Release Conditions or complete the Proposed Transaction (in any case, a “Termination Event”, and the date upon which such event occurs, the “Termination Date”), the Subscription Receipt Agent shall return to the holders of the Subscription Receipts an amount equal to the aggregate Offering Price of the Subscription Receipts held by each such holder and their pro-rata portion of interest and other income earned on the Escrowed Funds and the Subscription Receipts shall be cancelled. GNI agrees that it shall be responsible and liable to the holders of the Subscription Receipts for any shortfall between the aggregate Offering Price paid by the original purchasers of the Subscription Receipts and the Escrowed Funds.

Item 6 **Reliance on subsection 7.1(2) or (3) of National Instrument 51-102**

This Report is not being filed on a confidential basis in reliance on subsection 7.1(2) or (3) of National Instrument 51-102.

Item 7 **Omitted Information**

No information has been omitted on the basis that it is confidential information.

Item 8 **Executive Officer**

Mark Colucci is knowledgeable about the material change and the Report and may be contacted (604) 609.3355.

Item 9 **Date of Report**

November 17, 2025