Execution Copy

MANGANESE X ENERGY CORP.

- and –

GRAPHANO ENERGY LTD.

ARRANGEMENT AGREEMENT

December 22, 2020

THIS ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT (this "**Agreement**") is dated as of December 22, 2020.

BETWEEN:

MANGANESE X ENERGY CORP., a corporation incorporated under the laws of the Province of British Columbia

("**Manganese X**")

AND:

GRAPHANO ENERGY LTD., a corporation incorporated under the laws of the Province of British Columbia

("**SpinCo**")

(each, a "**Party**", and together, the "**Parties**")

WHEREAS:

A. Capitalized terms used (but not otherwise defined) in these recitals have the meanings ascribed to them in §1.1 of this Agreement.

B. Manganese X is the registered and beneficial owner of all of the issued and outstanding shares of SpinCo.

C. Manganese X and SpinCo wish to proceed with a corporate restructuring by way of a statutory arrangement under the BCBCA, pursuant to which Manganese X and SpinCo will participate in a series of transactions whereby, among other things, Manganese X will transfer to SpinCo the Spin-Out Assets in consideration for the SpinCo Shares, and subsequently distribute the SpinCo Shares such that the Manganese Shareholders (other than Dissenting Shareholders) will become holders of one hundred percent (100%) of the issued and outstanding SpinCo Shares.

D. Manganese X proposes to convene a meeting of the Manganese Shareholders to consider the Arrangement pursuant to Part 9, Division 5 of the BCBCA, on the terms and conditions set forth in the Plan of Arrangement.

E. Each Party has agreed to participate in and support the Arrangement.

F. The board of directors of Manganese X has determined, after receiving financial and legal advice, that the consideration to be received by the Manganese Shareholders pursuant to the Arrangement is fair and that the Arrangement is in the best interests of Manganese X, and as a result of such determination, has decided to recommend that the Manganese Shareholders vote in favour of the Arrangement, all subject to the terms and the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions.

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms have the meanings set forth below:

(a) "**Agreement**" means this arrangement agreement, together with the exhibits and schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

(b) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions as contemplated by the provisions of this Agreement and the Plan of Arrangement.

(c) "**Arrangement Provisions**" means Part 9, Division 5 of the BCBCA.

(d) "**Arrangement Resolutions**" means the special resolutions to be considered by the Manganese Shareholders at the Manganese Meeting to approve the Arrangement, as required by the Interim Order and the BCBCA.

(e) "**BCBCA**" means the *Business Corporations Act* (British Columbia), S.B.C. 2020 c.57, as amended, or replaced, from time to time, and includes the regulations promulgated thereunder.

(f) "**Business Day**" means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia are not generally open for business.

(g) "**Constating Documents**" means, in respect of a Party, its Articles and related Notice of Articles under the BCBCA, and other governing corporate documents.

(h) "**Closing Date**" has the meaning ascribed thereto in §5.2.

(i) "**Court**" means the Supreme Court of British Columbia.

(j) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of the Plan of Arrangement.

(k) "**Dissent Rights**" means the right of a registered Manganese Shareholder to dissent from the Arrangement Resolutions in accordance with the provisions of the BCBCA, as modified by the Interim Order and Article 5 of the Plan of Arrangement, and to be paid the fair value of the Manganese Shares in respect of which the said holder dissents.

(l) "**Dissenting Shareholder**" means a registered holder of Manganese Shares who dissents in respect of the Arrangement in strict compliance with the Dissent Procedures and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights.

(m) "**Dissenting Shares**" means the Manganese Shares in respect of which Dissenting Shareholders have exercised a right of dissent.

(n) "**Effective Date**" means the date of the closing of the Arrangement.

(o) "**Effective Time**" means 10:00 a.m. (Vancouver time) on the Effective Date, or such other time on the Effective Date as agreed to in writing by Manganese X and SpinCo.

(p) "**Final Order**" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction.

(q) "**IFRS**" means International Financial Reporting Standards (as issued by the International Accounting Standards Board and interpretations of the International Financial Reporting Interpretations Committee) in effect in Canada at the relevant time, including the accounting recommendations in the Handbook of the Canadian Institute of Chartered Accountants.

(r) "**Information Circular**" means the management information circular of Manganese X, including all schedules thereto, to be sent by Manganese X to the Manganese Shareholders in connection with the Manganese Meeting, together with any amendments or supplements thereto.

(s) "**Interim Order**" means an interim order of the Court concerning the Arrangement in respect of Manganese X, containing declarations and directions with respect to the Arrangement and the holding of the Manganese Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction.

(t) "**Laws**" means all laws, by-laws, statutes, rules, regulations, principles of law, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements and the terms and conditions of any grant of approval, permission, authority or license of any governmental entity (including the TSX-V) or self-regulatory authority, to the extent each of the foregoing have the force of law, and the term "applicable" with respect to such laws and in a context that refers to one or more Parties, means such laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities. "**Laws**" includes environmental laws.

(u) "**Manganese Class A Shares**" means the Manganese Shares, as constituted after having been renamed and redesignated as "Class A common shares without par value", as described in §3.1(c) of the Plan of Arrangement.

(v) "**Manganese Meeting**" means the special meeting of the Manganese Shareholders to be held in calendar Q1, 2021, and among other things, to consider and if considered advisable, approve the Arrangement, and includes any adjournment(s) and postponement(s) thereof.

(w) "**Manganese Shareholders**" means the holders from time to time of Manganese Shares.

(x) "**Manganese Shares**" means the common shares without par value in the authorized share capital of Manganese X, as constituted on the date of this Agreement.

(y) "**Manganese X**" means Manganese X Energy Corp., a corporation incorporated under the laws of the Province of British Columbia.

(z) "**New Manganese Shares**" means the new class of common shares without par value which Manganese X will create and issue as described in §3.1(d) of the Plan of Arrangement and for which the Manganese Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Manganese Shares.

(aa) "**Notice of Meeting**" means the notice of special meeting of the Manganese Shareholders in respect of the Manganese Meeting.

(bb) "**Parties**" means, collectively, Manganese X and SpinCo, and "**Party**" means either one of them.

(cc) "**Person**" means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative.

(dd) "**Plan of Arrangement**" means the plan of arrangement substantially in the form set out in Exhibit "I" to this Agreement, as amended or supplemented from time to time in accordance with Article 7 thereof and Article 6 hereof.

(ee) "**Registrar**" means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA.

(ff) "**SpinCo**" means Graphano Energy Ltd., a private corporation incorporated under the laws of the Province of British Columbia, and a wholly-owned subsidiary of Manganese X.

(gg) "**SpinCo Shares**" means the common shares without par value in the authorized share structure of SpinCo, as constituted on the date of this Agreement.

(hh) "**SpinCo Stock Option Plan**" means the stock option plan of SpinCo, to be adopted prior to the Effective Date.

(ii) "**Spin-Out Assets**" means the assets of Manganese X to be transferred to SpinCo pursuant to the Arrangement, being all mineral assets and contracts related to the Lac Aux Bouleaux Graphite Property, located in the Province of Québec, Canada, as more fully described in Schedule "A" to the Plan of Arrangement.

(jj) "**Tax Act**" means the *Income Tax Act* (Canada), as amended, or replaced, from time to time, and includes the regulations promulgated thereunder.

(kk) "**TSX-V**" means the TSX Venture Exchange.

(ll) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended, or replaced, from time to time.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of the provisions this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement (including all attached Exhibits and Schedules) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing Persons include firms and corporations and vice versa.

1.4 Date for Any Action

If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place.

1.5 Entire Agreement

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

1.6 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.7 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature are required to be made shall be made in a manner consistent with IFRS.

1.8 References to Legislation

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.9 Enforceability

All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principles of equity).

1.10 Exhibits and Schedules

The following exhibits and schedules attached hereto are incorporated into and form an integral part of this Agreement:

(a) Exhibit "I" – Plan of Arrangement

(b) Schedule "A" to the Plan of Arrangement – Spin-Out Assets

(c) Schedule "B" to the Plan of Arrangement – Special Resolutions to Approve the Plan of Arrangement

ARTICLE II
THE ARRANGEMENT

2.1 The Arrangement

The Parties agree to effect the Arrangement pursuant to the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.2 Effective Date

The Arrangement shall become effective on the Effective Date as set out in the Plan of Arrangement.

2.3 Commitment to Effect

Subject to termination of this Agreement pursuant to Article 7 hereof, the Parties shall each use all reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective by no later than March 31, 2021, or by such other date as Manganese X and SpinCo may determine, and in conjunction therewith, to cause the conditions described in §5.1 to be complied with prior to the Effective Date. Without limiting the generality of the foregoing, the Parties shall proceed forthwith to apply for the Interim Order and Manganese X shall proceed to forthwith call the Manganese Meeting and to mail the Information Circular to the Manganese Shareholders.

2.4 Filing of Final Order

Subject to the rights of termination contained in Article 7 hereof, upon the Manganese Shareholders approving the Arrangement Resolutions in accordance with the provisions of the Interim Order and the BCBCA, Manganese X obtaining the Final Order and the other conditions contained in Article 5 hereof being complied with or waived, Manganese X, on its behalf and on behalf of SpinCo, shall file the following with the Registrar:

(a) the records and information required by the Registrar pursuant to the Arrangement Provisions; and

(b) a copy of the Final Order.

2.5 U.S. Securities Law Matters

The Parties agree that the Arrangement will be carried out with the intention that the New Manganese Shares and the SpinCo Shares delivered upon completion of the Arrangement to Manganese Shareholders will be issued by Manganese X and SpinCo in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act, the Parties agree that the Arrangement will be carried out on the following basis:

(a) The Arrangement will be subject to the approval of the Court, and the Court will hold a hearing approving the fairness of the terms and conditions of the Arrangement.

(b) Prior to the hearing required to approve the Arrangement, the Court will be advised as to the intention of the Parties to rely on the exemption under Section 3(a)(10) of the U.S. Securities Act.

(c) The Court will be required to satisfy itself as to the substantive and procedural fairness of the terms and conditions of the Arrangement to the Manganese Shareholders, subject to the Arrangement.

(d) Manganese X will ensure that (A) each Manganese Shareholder entitled to receive New Manganese Shares and SpinCo Shares on completion of the Arrangement will be: (i) given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement; and (ii) provided with sufficient information necessary for them to exercise that right.

(e) Each Manganese Shareholder in the United States entitled to receive New Manganese Shares and SpinCo Shares on completion of the Arrangement will be advised that (A) the New Manganese Shares and SpinCo Shares issued in the Arrangement have not been registered under the U.S. Securities Act and will be issued in reliance on the exemption under Section 3(a)(10) of the U.S. Securities Act, and (B) may be subject to restrictions on resale under the applicable securities Laws of the United States, including Rule 144 under the U.S. Securities Act with respect to affiliates of Manganese X and/or SpinCo.

(f) The Interim Order approving the Manganese Meeting will specify that each Manganese Shareholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as the Manganese Shareholder enters an appearance within a reasonable time, and in accordance with the requirements of Section 3(a)(10) under the U.S. Securities Act (where applicable).

(g) The Final Order approving the Arrangement that is obtained from the Court will expressly state that the terms and conditions of the Arrangement is approved by the Court as being fair, substantively and procedurally, to the Manganese Shareholders.

(h) The Final Order shall include, and the Parties shall request that the Final Order includes, a statement substantially to the following effect:

> "This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the *United States Securities Act of 1933*, as amended, from the registration requirements otherwise imposed by that Act, regarding the issuance of the securities of Manganese X Energy Corp. and Graphano Energy Ltd. pursuant to the Plan of Arrangement."

ARTICLE III
COVENANTS

3.1 Further Assurances Covenants

Each Party covenants with the other Party that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

3.2 Interim Order and Final Order

The Parties acknowledge that Manganese X will apply to and obtain from the Court, pursuant to the Arrangement Provisions, the Interim Order providing for, among other things, the calling and holding of the Manganese Meeting for the purpose of considering and, if deemed advisable, approving and adopting the Arrangement Resolutions. Each Party covenants and agrees that if the approval of the Arrangement by the Manganese Shareholders as set out in §5.1(b) hereof is obtained, Manganese X will thereafter (subject to the exercise of any discretionary authority granted to Manganese X's directors) take the necessary actions to submit the Arrangement to the Court for approval and apply for the Final Order and, subject to compliance with any of the other conditions provided for in Article 5 hereof and to the rights of termination contained in Article 7 hereof, file the material described in §2.4 with the Registrar.

3.3 SpinCo Stock Option Plan

In connection with, but prior to, the Arrangement, SpinCo shall adopt the SpinCo Stock Option Plan, which shall be substantially in the form attached to the Information Circular.

3.4 Tax-Related Post-Closing Covenants.

(a) Each of the Parties covenants and agrees with and in favour of the other Party that it will cooperate in the preparation and filing, in the form and within the time limits prescribed or otherwise contemplated in the Tax Act or other applicable tax Law, of all tax returns, filings, notifications, designations and elections under the Tax Act in respect of the transactions contemplated in the Plan of Arrangement and this Agreement (and any similar tax returns, filings,

elections, notifications or designations that may be required under applicable provincial or foreign legislation).

(b) SpinCo covenants and agrees with and in favour of Manganese X that it will elect, in its return of income filed under the Tax Act for its first taxation year, to be deemed to be a "public corporation", within the meaning of the Tax Act, from the date of its incorporation until the time it becomes a public corporation by virtue of the listing of the SpinCo Shares on the TSX-V, such election to be made pursuant to the post- amble of the definition of "public corporation" in subsection 89(1) of the Tax Act.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

Each Party represents, warrants and acknowledges to the other Party as follows:

(a) It is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of existence, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder.

(b) It has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it.

(c) Neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constating Documents, (ii) any Law applicable to it or (iii) any agreement or instrument to which it is a party or by which it is bound.

(d) No dissolution, winding up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

(e) Spinco may conduct debt or equity financings and acquire additional assets after the date of this Agreement.

ARTICLE V
CONDITIONS PRECEDENT

5.1 Mutual Conditions Precedent

The respective obligations of the Parties to consummate the transactions contemplated herein, and in particular the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other time specified, of all of the following conditions, any of which may be waived by the mutual written consent of the Parties without prejudice to their right to rely on any other of such conditions:

(a) The Interim Order shall have been granted in form and substance satisfactory to Manganese X and SpinCo.

(b) The Arrangement Resolutions, with or without amendment, shall have been approved and adopted by the Manganese Shareholders at the Manganese Meeting in accordance with the Arrangement Provisions, the Constating Documents of Manganese X, the Interim Order and the requirements of any applicable regulatory authorities.

(c) The Final Order shall have been granted in form and substance satisfactory to Manganese X and SpinCo, each acting reasonably.

(d) All other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, each in a form acceptable to Manganese X and SpinCo, each acting reasonably.

(e) There shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement.

(f) No Law shall have been proposed, enacted, promulgated or applied which interferes or is inconsistent with the completion of the Arrangement and Plan of Arrangement, including any material change to the income tax Laws of Canada, which would reasonably be expected to have a material adverse effect on any of Manganese X, the Manganese Shareholders or SpinCo if the Arrangement is completed.

(g) Dissent Rights shall not have been exercised by Manganese Shareholders holding more than five percent (5%) of the issued and outstanding Manganese Shares.

(h) The TSX-V shall have approved:

(i) the Arrangement, including the listing of the Manganese Class A Shares in substitution for the Manganese Shares, the delisting of the Manganese Class A Shares and, in substitution therefor, the listing of the New Manganese Shares issuable under the Arrangement, as of the Effective Date, subject to compliance with the requirements of the TSXV; and

(ii) the listing of the SpinCo Shares as of the effective time of §3.1(f) of the Plan of Arrangement (subject to standard post-closing listing conditions imposed by the TSX-V in similar circumstances).

(i) The Arrangement and this Agreement, with or without amendment, shall have been approved by Manganese X, as the sole shareholder of SpinCo, to the extent required by, and in accordance with, the Arrangement Provisions and the Constating Documents of SpinCo.

(j) This Agreement shall not have been terminated under Article 7.

Except for the conditions set forth in this §5.1 which, by their nature, may not be waived, any of the other conditions in this §5.1 may be waived, either in whole or in part, by either Manganese X or SpinCo, as the case may be, at its discretion.

5.2 Pre-Closing

Unless this Agreement is terminated earlier pursuant to the provisions hereof, the Parties shall meet at the registered and records office of Manganese X, or, in light of the ongoing COVID-19 pandemic, at such other place or by such other means, at 10:00 a.m. (Vancouver time) on the Business Day immediately preceding the Effective Date, or at such location or at such other time or such other date as they may mutually agree (the "**Closing Date**"), and each Party shall deliver to the other Party all of the following:

(a) The documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date

shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date.

(b) Written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 Merger of Conditions

The conditions set out in §5.1 hereof shall be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

5.4 Merger of Representations and Warranties

The covenants in §3.1 hereof shall be conclusively deemed to have been compiled with in all respects as of the Effective Date and the representations and warranties in §4.1 shall be conclusively deemed to be correct as of the Effective Date, and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE VI
AMENDMENT

6.1 Amendment

Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, this Agreement may at any time and from time to time before or after the holding of the Manganese Meeting, but prior to the Effective Date, be amended by the written agreement of the Parties without, subject to applicable Laws, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and/or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided however that, no such amendment shall reduce or materially adversely affect the consideration to be received by a Manganese Shareholder without the approval of the Manganese Shareholders, given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

ARTICLE VII
TERMINATION

7.1 Termination

Subject to §7.2, this Agreement may at any time before or after the holding of the Manganese Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by a unanimous direction of the board of directors of Manganese X without further action on the part of the Manganese Shareholders, and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the board of directors of Manganese X to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

7.2 Cessation of Termination Right

The right of Manganese X or SpinCo or any other Party to amend or terminate the Plan of Arrangement pursuant to §6.1 and §7.1 shall be extinguished upon the occurrence of the Effective Date.

ARTICLE VIII
NOTICES

8.1 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally or by registered mail in the case of:

Manganese X Energy Corp.
145 Rue Gravekine
Saint Laurent, QB H4T 1R3
Attention: [redacted]
E-mail: [redacted]

with a copy (which shall not constitute notice) to:

Garfinkle Biderman LLP
Suite 801 - 1 Adelaide Street East
Toronto, ON M5C 2V9
Attention: [redacted]
E-mail: [redacted]

[Redacted for confidentiality reasons]

Graphano Energy Ltd.
PO Box 49290
Suite 1000 - 595 Burrard Street,
Vancouver, BC V7X 1S8
Attention: [redacted]

with a copy (which shall not constitute notice) to:

Garfinkle Biderman LLP
Suite 801 - 1 Adelaide Street East
Toronto, ON M5C 2V9
Attention: [redacted]
E-mail: [redacted]

or such other address as the Parties may, from time to time, advise to the other Parties by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time such telecopy is received.

ARTICLE IX
GENERAL

9.1 Assignment and Enurement

This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns. This Agreement may not be assigned by any Party without the prior consent of the other Party.

9.2 Disclosure

Each Party shall receive the prior consent of the other Party (such consent not to be unreasonably withheld, delayed or conditioned) prior to issuing or permitting any director, officer, employee or agent to issue, any press release or other written statement with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, if any Party is required by applicable Law (including, for greater certainty, any administrative regulation) to make any disclosure relating to the transactions contemplated herein, such disclosure may be made, but that Party will use its commercially reasonable best efforts to consult with the other Party as to the wording of such disclosure prior to it being made.

9.3 Costs

Each Party will bear its own costs and expenses in connection with the transactions contemplated herein.

9.4 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and (i) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed, and (ii) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

9.5 Further Assurances

Each Party shall, from time to time and at all times hereafter, at the request of the other Party, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent of this Agreement.

9.6 Time of Essence

Time shall be of the essence of this Agreement.

9.7 Governing Law and Forum Selection

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein. Each Party hereby irrevocably and unconditionally consents to and submits to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the Parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against any Party in such court.

9.8 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to the subject matter hereof.

9.9 Waiver

No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

9.10 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Execution of this Agreement electronically or manually, and the electronic delivery of this Agreement in counterparts shall constitute valid delivery of the same.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this as of the date first written above.

MANGANESE X ENERGY CORP.

[redacted]

By: _____

Name: [redacted]

Title: Authorized Signing Officer

[Redacted for confidentiality reasons]

GRAPHANO ENERGY LTD.

[redacted]

By: _____

Name: [redacted]

Title: Authorized Signing Officer

EXHIBIT "I"

PLAN OF ARRANGEMENT

UNDER DIVISION 5 OF PART 9 OF
THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE I
DEFINITION AND INTERPRETATION

1.1 In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the respective meanings set forth below:

(a) "**Arrangement**" means the arrangement involving Manganese X, SpinCo and the Manganese Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended.

(b) "**Arrangement Agreement**" means the arrangement agreement dated effective December 22, 2020 entered into by and between Manganese X and SpinCo with respect to the Arrangement, and all amendments thereto.

(c) "**Arrangement Provisions**" means Part 9, Division 5 of the BCBCA.

(d) "**Arrangement Resolutions**" means the special resolutions to be considered by the Manganese Shareholders at the Manganese Meeting to approve the Arrangement, as required by the Interim Order and the BCBCA.

(e) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended, or replaced, from time to time, and includes the regulations promulgated thereunder.

(f) "**Business Day**" means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia are not generally open for business.

(g) "**Court**" means the Supreme Court of British Columbia.

[Redacted for confidentiality reasons]

(h) "**Depositary**" means [redacted] or such other depositary as Manganese X may determine.

(i) "**Dissent Procedures**" means the rules pertaining to the exercise of Dissent Rights as set forth in Division 2 of Part 8 of the BCBCA and Article 5 of this Plan of Arrangement.

(j) "**Dissent Rights**" means the rights of a registered Manganese Shareholder to dissent to the Arrangement Resolutions and to be paid the fair value of the Manganese Shares in respect of which the said holder dissents, all in accordance with Sections 237 to 247 of the BCBCA, as modified and supplemented by the Interim Order and Article 5 hereof.

(k) "**Dissenting Share**" has the meaning attributed to that term in §3.1(a) of this Plan of Arrangement.

(l) "**Effective Date**" means the date the Arrangement becomes effective under the BCBCA.

(m) "**Effective Time**" means 10:00 a.m. (Vancouver time) on the Effective Date, or such other time on the Effective Date as agreed to in writing by Manganese X and SpinCo.

(n) "**Encumbrance**" means any lien, charge, claim, adverse interest, security interest, third party right or encumbrance of any kind or nature.

(o) "**Final Order**" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction.

(p) "**FMV**" means fair market value.

(q) "**FMV Reduction of a New Manganese Share**" means the reduction in the fair market value of a Manganese Share, immediately prior to the Effective Time, as compared to a New Manganese Share, that arises solely as a result of the distribution by Manganese of the Spin-Out Shares pursuant to §3.1(e)(ii) of this Plan of Arrangement, and which will be calculated by subtracting (i) the volume weighted average trading price of a New Manganese Share on the TSX-V for a five-day trading period commencing on the first trading day upon which the New Manganese Shares commence trading on the TSX-V after the Effective Date from (ii) the volume weighted average trading price of a Manganese Share on the TSX-V for a five-day trading period ending immediately before the Effective Date, subject to any requirements of the TSX-V.

(r) "**Information Circular**" means the management information circular of Manganese X, including all schedules thereto, to be sent by Manganese X to the Manganese Shareholders in connection with the Manganese Meeting, together with any amendments or supplements thereto.

(s) "**Interim Order**" means an interim order of the Court concerning the Arrangement in respect of Manganese X, containing declarations and directions with respect to the Arrangement and the holding of the Manganese Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction.

(t) "**Letter of Transmittal**" means the letter of transmittal to be sent by Manganese X to the Manganese Shareholders for use by the Manganese Shareholders with respect to the Arrangement for purposes of delivering certificates representing Manganese Shares and other required documents to the Depositary in order to receive the New Manganese Shares and the SpinCo Shares issuable to them pursuant to the Arrangement.

(u) "**Manganese Class A Shares**" means the Manganese Shares, as constituted after having been renamed and redesignated as "Class A common shares without par value", as described in §3.1(c) of this Plan of Arrangement.

(v) "**Manganese Meeting**" means the special meeting of the Manganese Shareholders to be held in calendar Q1, 2021, and among other things, to consider and if considered advisable, approve the Arrangement, and includes any adjournment(s) and postponement(s) thereof.

(w) "**Manganese Option Plan**" means the stock option plan of Manganese X.

(x) "**Manganese Options**" means the options granted pursuant to the Manganese Option Plan to acquire Manganese Shares, outstanding immediately prior to the Effective Time.

(y) "**Manganese Replacement Options**" means the options to acquire New Manganese Shares to be issued by Manganese X to holders of Manganese Options pursuant to §3.1(g) of this Plan of Arrangement.

(z) "**Manganese Replacement Warrants**" means common share purchase warrants to be issued by Manganese X to holders of Manganese Warrants pursuant to §3.1(h) of this Plan of Arrangement.

(aa) "**Manganese Shareholder**" means the holders from time to time of Manganese Shares.

(bb) "**Manganese Shares**" means the common shares without par value in the authorized share capital of Manganese X, as constituted on the date of the Arrangement Agreement.

(cc) "**Manganese Warrants**" means, the common share purchase warrants of Manganese X outstanding immediately prior to the Effective Time, and for the avoidance of doubt, includes the issued and outstanding broker warrants of Manganese X.

(dd) "**Manganese X**" means Manganese X Energy Corp., a corporation incorporated under the laws of the Province of British Columbia.

(ee) "**New Manganese Shares**" means the new class of common shares without par value which Manganese X will create and issue as described in §3.1(d) of this Plan of Arrangement and for which the Manganese Class A Shares are, in part, to be exchanged under this Plan of Arrangement and which, immediately after completion of the transactions comprising this Plan of Arrangement, will be identical in every relevant respect to the Manganese Shares.

(ff) "**Parties**" means, collectively, Manganese X and SpinCo, and "**Party**" means either one of them.

(gg) "**Plan**" or "**Plan of Arrangement**" means this plan of arrangement, as the same may be amended, supplemented or otherwise modified from time to time.

(hh) "**Registrar**" means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA.

(ii) "**Share Distribution Record Date**" means the close of business on the record date, or such other date as agreed to by Manganese X and SpinCo, which date establishes the Manganese Shareholders who will be entitled to receive New Manganese Shares and SpinCo Shares pursuant to this Plan of Arrangement.

(jj) "**SpinCo**" means Graphano Energy Ltd., a private corporation incorporated under the laws of the Province of British Columbia, and a wholly-owned subsidiary of Manganese X.

(kk) "**SpinCo Shares**" means the common shares without par value in the authorized share structure of SpinCo, as constituted on the date of the Arrangement Agreement.

(ll) "**Spin-Out Assets**" means the assets of Manganese X to be transferred to SpinCo pursuant to the Arrangement, being, the Lac Aux Bouleaux Graphite Property, located in the Province of Québec, Canada, as more fully described in Schedule "A", attached hereto.

(mm) "**Spin-Out Liabilities**" means the liabilities, if any, of Manganese X described in Schedule "A", attached hereto.

(nn) "**Tax Act**" means the *Income Tax Act* (Canada), as amended, or replaced, from time to time, and includes the regulations promulgated thereunder.

(oo) "**TSX-V**" means the TSX Venture Exchange.

(pp) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended, or replaced, from time to time.

1.2 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number and Gender

Unless the context otherwise requires, (i) words importing the singular number shall include the plural and vice versa, (ii) words importing any gender shall include all genders, and (iii) words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.

1.4 Extended Meaning

Unless the context otherwise requires, words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA.

1.5 Date for any Action

If any date on which any action is required to be taken under this Plan of Arrangement is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

1.6 Governing Law

This Plan of Arrangement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

ARTICLE II
ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant and subject to the provisions of, and forms part of, the Arrangement Agreement.

2.2 Arrangement Effectiveness

This Plan of Arrangement will become effective in accordance with its terms and be binding on the Effective Date on Manganese X, the Manganese Shareholders (including Dissenting Shareholders), holders of Manganese Options and Manganese Warrants, SpinCo, and the holders of SpinCo Shares at the Effective Time without any further act or formality as required on the part of any person, except as expressly provided herein.

ARTICLE III
ARRANGEMENT AGREEMENT

3.1 The Arrangement

On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Manganese X or SpinCo, but subject to the provisions of Article 5:

(a) Each Manganese Share outstanding for which a Dissenting Shareholder has validly exercised his, her or its Dissent Rights (each a "**Dissenting Share**") and for which such Dissenting Shareholder is ultimately entitled to be paid fair value shall be deemed to have been, transferred by the holder thereof to, and acquired for cancellation by, Manganese X (free and clear of any Encumbrances), and thereupon:

(i) such Dissenting Shareholder will cease to be a holder of such Dissenting Shares and cease to have any rights as a Manganese Shareholder, other than the right to be paid by Manganese X, in accordance with the Dissent Rights, the fair value of such Dissenting Shares in accordance with Article 5 of this Plan of Arrangement, net of any applicable withholding tax, and thereupon;

(ii) all such Dissenting Shares so transferred to Manganese X pursuant to this §3.1(a) shall be cancelled; and

(iii) the balance of the capital account maintained by Manganese X in respect of the Manganese Shares shall be reduced by an amount equal to the product obtained when (A) the balance of the capital account maintained by Manganese X in respect of the Manganese Shares immediately prior to the effective time of this §3.1(a) is multiplied by (B) a fraction, the numerator of which is the number of Manganese Shares surrendered and cancelled pursuant to this §3.1(a), and the denominator of which is the number of Manganese Shares outstanding immediately prior to the effective time of this §3.1(a);

(iv) such Dissenting Shareholder's name will be removed as the holder of such Dissenting Shares from the central securities register of Manganese X; and

(v) such Dissenting Shareholder will be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Dissenting Shares.

(b) Subject to the obtaining the required approvals, Manganese X will transfer the Spin-Out Assets to SpinCo for a purchase price equal to the FMV of the Spin-Out Assets at the time of the transfer, and in consideration therefor, SpinCo will assume the Spin-Out Liabilities and issue to Manganese X such number of fully-paid and non-assessable SpinCo Shares such that immediately after the foregoing issuance, Manganese X shall hold in the aggregate (together with the SpinCo Share(s) held immediately prior to the foregoing issuance) that number of SpinCo Shares that is equal to the number of Manganese Shares issued and outstanding as of the close of business on the Share Distribution Record Date multiplied by 0.125 (it being understood that every eight (8) Manganese Shares shall be entitled to one (1) SpinCo Share). In connection with the transfer of the Spin-Out Assets and the issuance of the Spin-Out Shares:

(i) Manganese X will jointly elect with SpinCo in prescribed form and within the time allowed by subsection 85(6) of the Tax Act, to have the provisions of subsection 85(1) of the Tax Act apply to the transfer of the Spin-Out Assets;

(ii) the amount added to the stated capital in respect of the SpinCo Shares issued as consideration on the transfer of the Spin-Out Assets will equal the amount Manganese X and SpinCo agree to in their election referred to above, less an amount equal to the fair market value of the any non-share consideration paid by SpinCo for the Spin-Out Assets (if any); and

(iii) the central securities register of SpinCo shall be amended accordingly.

(c) The authorized share structure of Manganese X shall be altered, and the Notice of Articles and Articles of Manganese X shall be amended to re-name and re-designate all of the Manganese Shares (both issued and unissued) as "Class A common shares without par value", being the "Manganese Class A Shares", and amend the special rights and restrictions attached to the Manganese Class A Shares to provide the holders thereof with two votes in respect of each Manganese Class A Share held, and concurrently therewith, outside of and not as part of this Plan of Arrangement, the Manganese Class A Shares will be represented for listing purposes on the TSX-V by the continued listing of the Manganese Shares.

(d) In conjunction with the reorganization of the capital of Manganese X contemplated in this §3.1, the authorized share structure of Manganese X shall be altered, and the Notice of Articles and Articles of Manganese X shall be amended to create and authorize the issuance of (in addition to the shares it is authorized to issue immediately before such amendment) an additional class of shares to be designated as "Common Shares without par value", being the "New Manganese Shares", which shares shall be unlimited in number and have terms and special rights and restrictions identical to those of the Manganese Shares immediately prior to giving effect to §3.1(c) of this Plan of Arrangement.

(e) Pursuant to a reorganization of the capital of Manganese X contemplated in this §3.1, all Manganese Class A Shares outstanding immediately after giving effect to §3.1(c) of this Plan of Arrangement shall be, and shall be deemed to be, simultaneously surrendered and transferred by the holder thereof to Manganese X (free and clear of any Encumbrances), and in sole exchange therefor Manganese X shall:

(i) issue to the Manganese Shareholders one New Manganese Share for each Manganese Class A Share so exchanged; and

(ii) subject to §3.2 of this Plan of Arrangement, distribute to the Manganese Shareholders the SpinCo Shares held by Manganese X (other than any SpinCo Shares set aside pursuant to §5.3), *pro rata* to the number of Manganese Class A Shares held by them and surrendered to Manganese X pursuant to this §3.1 (e), being, for greater certainty, one (1) SpinCo Share for every eight (8) Manganese Class A Shares so exchanged;

and:

(iii) such Manganese Shareholders shall cease to be holders of such Manganese Class A Shares or have any rights as holders of such Manganese Class A Shares and shall be removed from the register of holders of Manganese Class A Shares maintained by or on behalf of Manganese X;

(iv) all such Manganese Class A Shares so transferred to Manganese X pursuant to this §3.1(e) shall be cancelled;

(v) such Manganese Shareholders' names shall be added to the register of holders of New Manganese Shares maintained by or on behalf of Manganese X;

(vi) Manganese X shall cease to be a holder of the SpinCo Shares distributed pursuant to §3.1(e)(ii) of this Plan of Arrangement and shall be removed from the register of holders of SpinCo Shares maintained by or on behalf of SpinCo; and

(vii) such Manganese Shareholders' names shall be added as holders to the register of holders of SpinCo Shares, to the extent of the SpinCo Shares, maintained by or on behalf of SpinCo, and

in connection therewith, the balance in the capital account maintained by Manganese X in respect of the Manganese Class A Shares shall be reduced to nil and the balance of the capital account maintained by Manganese X in respect of the New Manganese Shares shall be increased by an amount equal to the "paid-up capital" (as determined for purposes of the Tax Act) of the Manganese Class A Shares immediately prior to this §3.1(e) minus the fair market value of the SpinCo Shares distributed pursuant to this §3.1(e). For greater certainty, the exchange of Manganese Class A Shares for New Manganese Shares and the SpinCo Shares pursuant to this §3.1(e) is intended to be governed by Section 86 of the Tax Act.

(f) Concurrently with §3.1(e) of this Plan of Arrangement, but outside of and not as part of this Plan of Arrangement:

(i) the Manganese Shares (representing for listing purposes the Manganese Class A Shares) will be delisted from the TSX-V and the New Manganese Shares will be, simultaneously and without interruption, listed for trading on the TSX-V (subject to standard post-closing listing conditions imposed by the TSX-V in similar circumstances); and

(ii) the SpinCo Shares will be listed for trading on the TSX-V (subject to standard post-closing listing conditions imposed by the TSX-V in similar circumstances).

(g) Concurrently with §3.1(e) of this Plan of Arrangement, and in order to reflect the FMV Reduction of a New Manganese Share, each Manganese Option outstanding immediately prior to this §3.1(g) shall be, and shall be deemed to be, simultaneously surrendered and transferred by the holder thereof to Manganese X (free and clear of any Encumbrances), and as the sole consideration therefor, Manganese X shall grant to such holders thereof a number of Manganese Replacement Options (with the aggregate number of Manganese Replacement Options being rounded down to the nearest whole number), such that, for each Manganese Share the holder would have been entitled to acquire under the Manganese Option, the holder will instead be entitled to acquire one New Manganese Share pursuant to the corresponding Manganese Replacement Option for an exercise price (rounded up to the nearest cent) that has been reduced to reflect the FMV Reduction of a New Manganese Share, provided that, for greater certainty:

(i) the exercise price of the Manganese Replacement Option shall be further adjusted to the extent, if any, required to ensure that (A) the amount by which the total value of the New Manganese Shares which may be acquired under the Manganese Replacement Option exceeds the aggregate exercise price payable thereunder, determined immediately after this §3.1(g), does not exceed (B) the amount by which the total value of the Manganese Shares which could be acquired under the Manganese Option exceeds the aggregate exercise price payable thereunder, determined immediately prior to this §3.1(g);

(ii) the holder of a Manganese Option will receive no consideration other than the Manganese Replacement Option in respect of the transfer of the Manganese Option pursuant to this §3.1(g);

(iii) no Manganese Replacement Options will be exercisable until after the date that is after five trading days following the date the New Manganese Shares are listed for trading on the TSX-V;

(iv) the other terms and conditions of the Manganese Replacement Options will be identical to the Manganese Options so exchanged; and

(v) the Manganese Options so transferred to Manganese X pursuant to this §3.1(g) shall be cancelled.

For greater certainty, the exchange of the Manganese Options for Manganese Replacement Options pursuant to this §3.1(g) is intended to be governed by subsection 7(1.4) of the Tax Act.

(h) Concurrently with §3.1(e) of this Plan of Arrangement, and in order to reflect the FMV Reduction of a New Manganese Share, each Manganese Warrant outstanding immediately prior to this §3.1(h) shall be, and shall be deemed to be, simultaneously surrendered and transferred by the holder thereof to Manganese X (free and clear of any Encumbrances), and as the sole consideration therefor, Manganese X shall grant to such holders thereof a number of Manganese Replacement Warrants (with the aggregate number of Manganese Replacement Warrants being rounded down to the nearest whole number), such that, for each Manganese Share the holder would have been entitled to acquire under the Manganese Warrant, the holder will instead be entitled to acquire one New Manganese Share pursuant to the corresponding Manganese Replacement Warrant for an exercise price (rounded up to the nearest cent) that has been reduced to reflect the FMV Reduction of a New Manganese Share, provided that, for greater certainty:

(i) the exercise price of the Manganese Replacement Warrant shall be further adjusted to the extent, if any, required to ensure that (A) the amount by which the total value of the New Manganese Shares which may be acquired under the Manganese Replacement Warrant exceeds the aggregate exercise price payable thereunder, determined immediately after this §3.1(h), does not exceed (B) the amount by which the total value of the Manganese Shares which could be acquired under the Manganese Warrant exceeds the aggregate exercise price payable thereunder, determined immediately prior to this §3.1(h);

(ii) the holder of a Manganese Warrant will receive no consideration other than the Manganese Replacement Warrant in respect of the transfer of the Manganese Warrant pursuant to this §3.1(h);

(iii) no Manganese Replacement Warrants will be exercisable until after the date that is after five trading days following the date the New Manganese Shares are listed for trading on the TSX-V;

(iv) the other terms and conditions of the Manganese Replacement Warrants will be identical to the Manganese Warrants so exchanged; and

(v) the Manganese Warrants so transferred to Manganese X pursuant to this §3.1(h) shall be cancelled.

(i) The authorized share structure, Notice of Articles and Articles of Manganese X will be amended by eliminating the Manganese Class A Shares and deleting the special rights and restrictions attached thereto, such that, following such amendment, Manganese X will be authorized to issue an unlimited number of New Manganese Shares.

(j) Any remaining SpinCo Shares (including any portion or fraction of a SpinCo Share) registered in the name of Manganese X (excluding, for the avoidance of doubt, the SpinCo Shares distributed by Manganese X pursuant to §3.1(e)(ii) of this Plan of Arrangement or set aside pursuant to §5.3 of this Plan of Arrangement) shall be surrendered by Manganese X to SpinCo (free and clear of all Encumbrances) for cancellation without any payment or repayment of

capital in respect thereof, and upon such surrender, Manganese X shall be removed from the register of holders of SpinCo Shares maintained by or on behalf of SpinCo in respect of such SpinCo Shares.

3.2 No Fraction Shares

Notwithstanding any other provision of this Plan of Arrangement, no fractional SpinCo Shares shall be distributed to the Manganese Shareholders pursuant to §3.1(e) of this Plan of Arrangement. If a Manganese Shareholder would, but for this §3.2, otherwise be entitled under this Plan of Arrangement to receive a fractional SpinCo Share, the number of SpinCo Shares actually distributable to such Manganese Shareholder shall, notwithstanding any other provision of this Plan of Arrangement, be rounded down to the next lower whole number, and the fractional entitlement shall be cancelled without any compensation or other consideration therefor. For greater certainty, in calculating such fractional interests, all fractional entitlements of any particular Manganese Shareholder shall be aggregated prior to rounding.

3.3 Share Distribution Record Date

In §3.1(e), the reference to a holder of a Manganese Class A Share shall mean a person who is a Manganese Shareholder on the Share Distribution Record Date, subject to the provisions of Article 5.

3.4 Deemed Sequence

The transactions and events set out in §3.1 shall occur and shall be deemed to occur at the Effective Time on the Effective Date for the exchange of Manganese Class A Shares for New Manganese Shares and SpinCo Shares in the chronological order in which they are set out in §3.1.

3.5 Deemed Fully Paid and Non-Assessable Shares

All New Manganese Shares, Manganese Class A Shares, and SpinCo Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of BCBCA.

3.6 Withholding

Each of Manganese X, SpinCo and the Depositary shall be entitled to deduct and withhold from any cash payment or any issue, transfer or distribution of SpinCo Shares made pursuant to this Plan of Arrangement such amounts as may be required to be deducted and withheld pursuant to the Tax Act or any other applicable law, and any amount so deducted and withheld will be deemed for all purposes of this Plan of Arrangement to be paid, issued, transferred or distributed to the person entitled thereto under this Plan of Arrangement. Without limiting the generality of the foregoing, any SpinCo Shares so deducted and withheld may be sold on behalf of the person entitled to receive them for the purpose of generating cash proceeds, net of brokerage fees and other reasonable expenses, sufficient to satisfy all remittance obligations relating to the required deduction and withholding, and any cash remaining after such remittance shall be paid to the person forthwith.

3.7 Effectiveness

The Arrangement shall become final and conclusively binding on Manganese X, the Manganese Shareholders (including Dissenting Shareholders), holders of Manganese Options and Manganese Warrants, SpinCo, and the holders of SpinCo Shares at the Effective Time.

3.8 Supplementary Actions

Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Manganese X and SpinCo shall be required to make, do and execute or cause and procure to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, and any necessary additions to or deletions from share registers.

3.9 No Liens

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any liens, restrictions, adverse claims or other claims of third parties of any kind.

3.10 U.S. Securities Law Matters

The Court is advised that the Arrangement will be carried out with the intention that all securities issued on completion of the Arrangement will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act.

ARTICLE IV
CERTIFICATES

4.1 Manganese Class A Share Certificates

Recognizing that the Manganese Shares shall be renamed and redesignated as Manganese Class A Shares pursuant to §3.1(c) and that the Manganese Class A Shares shall be exchanged partially for New Manganese Shares pursuant to §3.1(e)(i), Manganese X shall not issue replacement share certificates representing the Manganese Class A Shares.

4.2 Initial SpinCo Share Certificate and Related Matters

Recognizing that the SpinCo Shares shall be transferred to the Manganese Shareholders as consideration for the redemption of the Manganese Class A Shares pursuant to §3.1(e)(ii), SpinCo shall, concurrently with §3.1(b) of this Plan of Arrangement, issue one share certificate representing all of the respective SpinCo Shares, registered in the name of Manganese X, which share certificate shall be held by the Depositary until the SpinCo Shares are transferred to the Manganese Shareholders in accordance with the provisions of §6.1 hereof, and such certificate shall then be cancelled by the Depositary. To facilitate the transfer of the SpinCo Shares to the Manganese Shareholders as of the Share Distribution Record Date, Manganese X shall execute and deliver to the Depositary an irrevocable power of attorney, authorizing it to distribute and transfer the SpinCo Shares to such Manganese Shareholders in accordance with the terms of this Plan of Arrangement, and SpinCo shall deliver a treasury order or such other instrument or direction to effect such issuance to the Depositary as requested by the Depositary.

4.3 Delivery of SpinCo Shares and New Manganese Shares

As soon as practicable following the Effective Date, Manganese X and SpinCo shall cause the Depositary to issue to the registered holders of Manganese Shares as of the Share Distribution Record Date, subject to and in accordance with the provisions of §6.1 hereof, share certificates, direct registration statements ("**DRS Advices**"), or other evidence, representing the respective New Manganese Shares and SpinCo Shares to which they are entitled pursuant to this Plan of Arrangement.

4.4 Interim Period

Any Manganese Shares traded after the Share Distribution Record Date will represent New Manganese Shares as of the Effective Date and shall not carry any rights to receive SpinCo Shares.

4.5 Agreements and Instruments Representing Manganese Options

Any grant agreement, certificate or other documentation previously evidencing a Manganese Option shall, following the effective time of to §3.1(g) of this Plan of Arrangement, evidence and be deemed to evidence, a Manganese Replacement Option without any further action required of Manganese X or the holder thereof, and no new certificates evidencing the Manganese Replacement Option shall be issued.

4.6 Agreements and Instruments Representing Manganese Warrants

Any grant agreement, certificate or other documentation previously evidencing a Manganese Warrant shall, following the effective time of to §3.1(h) of this Plan of Arrangement, evidence and be deemed to evidence, a Manganese Replacement Warrant without any further action required of Manganese X or the holder thereof, and no new certificates evidencing the Manganese Replacement Warrant shall be issued.

ARTICLE V
DISSENT RIGHTS

5.1 Dissent Right

Each registered Manganese Shareholder may exercise his, her or its Dissent Right under Part 8 of Division 2 of the BCBCA (as modified by the Interim Order) in connection with the Arrangement with respect to the registered Manganese Shareholder's Manganese Shares pursuant to and in the manner set forth in the Interim Order, sections 242 to 247 of the BCBCA and this Article, as the same may be modified by the Interim Order or the Final Order, provided that the written notice setting forth the objection of such registered Manganese Shareholders to the Arrangement and exercise of Dissent Rights must be received by Manganese X not later than 10:00 a.m. (Vancouver time) on the Business Day that is two (2) Business Days before the Manganese Meeting or any date to which the Manganese Meeting may be postponed or adjourned.

5.2 Dealing with Dissenting Shares

(a) If a Manganese Shareholder exercises his, her or its Dissent Right, Manganese X shall, on the Effective Date, set aside and not distribute that portion of the SpinCo Shares that is attributable to the Manganese Shares for which the Dissent Right has been exercised.

(b) Registered Manganese Shareholders who duly exercise Dissent Rights and who are (A) ultimately entitled to be paid fair value for their Dissenting Shares by Manganese X shall be deemed not to have transferred their Dissenting Shares to Manganese X for cancellation as at the Effective Time pursuant to §3.1(e), or (B) ultimately not entitled, for any reason, to be paid fair value for their Dissenting Shares, shall be deemed to have participated in this Plan of Arrangement on the same basis as any non-dissenting Manganese Shareholder and shall receive New Manganese Shares and SpinCo Shares on the same basis as every other non-dissenting Manganese Shareholder. Notwithstanding anything to the contrary herein, in no case shall Manganese X be required to recognize such persons as holding Manganese Shares on or after the Effective Date.

5.3 Reservation of SpinCo Shares

If a Manganese Shareholder exercises Dissent Rights, Manganese X shall, on the Effective Date, set aside and not distribute that portion of the SpinCo Shares which is attributable to the Manganese Shares for which Dissent Rights have been exercised. If the dissenting Manganese Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Manganese X shall distribute to such Manganese Shareholder his or her or its *pro rata* portion of

the New Manganese Shares and SpinCo Shares. If a Manganese Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Manganese X shall retain the portion of the SpinCo Shares attributable to such Manganese Shareholder and such shares will be dealt with as determined by the board of directors of Manganese X in its discretion.

ARTICLE VI
CERTIFICATES

6.1 Delivery of Shares

(a) Upon surrender to the Depositary for cancellation of a certificate that immediately before the Effective Time represented one or more outstanding Manganese Shares, together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate will be entitled to receive, in exchange therefor, a share certificate, direct registration statement ("**DRS Advice**"), or other evidence, representing the New Manganese Shares and the SpinCo Shares that such holder is entitled to receive in accordance with §3.1 hereof, and as soon as practicable following the Effective Date, the Depositary shall (and Manganese X and SpinCo shall cause the Depositary to) cause such share certificates, DRS Advices, or other evidence representing the said New Manganese Shares and SpinCo Shares to be (i) forwarded by first class mail (postage prepaid) to the applicable Manganese Shareholder at the address specified in the Letter of Transmittal, or (ii) if, and as, requested by the applicable Manganese Shareholder in the Letter of Transmittal, (A) made available at the Depositary for pickup by such Manganese Shareholder, as soon as practicable, or (B) in the case of DRS Advices, forwarded by electronic communication, at the e-mail address specified in the Letter of Transmittal.

(b) After the Effective Time, and until surrendered for cancellation as contemplated by §6.1(a) hereof, each certificate that immediately prior to the Effective time represented one or more Manganese Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Manganese Shares and a certificate representing the SpinCo Shares that such holder is entitled to receive in accordance with §3.1 hereof.

6.2 Lost Certificates

If any certificate that immediately prior to the Effective Time represented one or more outstanding Manganese Shares that were exchanged for New Manganese Shares and SpinCo Shares in accordance with §3.1 hereof, shall have been lost, stolen or destroyed, then, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the New Manganese Shares and SpinCo Shares that such holder is entitled to receive in accordance with §3.1 hereof. When authorizing such delivery of New Manganese Shares and SpinCo Shares that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom such securities are to be delivered shall, as a condition precedent to the delivery of such New Manganese Shares and SpinCo Shares give a bond satisfactory to Manganese X, SpinCo and the Depositary in such amount as Manganese X, SpinCo and the Depositary may direct, or otherwise indemnify Manganese X, SpinCo and the Depositary in a manner satisfactory to Manganese X, SpinCo and the Depositary, against any claim that may be made against Manganese X, SpinCo or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the Articles of Manganese X.

6.3 Distribution with Respect to Unsurrendered Certificates

No dividend or other distribution declared or made after the Effective Time with respect to New Manganese Shares and SpinCo Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding Manganese Shares unless and until

the holder of such certificate shall have complied with the provisions of §6.1 or §6.2 hereof. Subject to applicable law and to §3.7 hereof, at the time of such compliance, there shall, in addition to the delivery of the New Manganese Shares and SpinCo Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such New Manganese Shares and/or SpinCo Shares, as applicable.

6.4 Limitation and Proscription

To the extent that a former Manganese Shareholder shall not have complied with the provisions of §6.1 or §6.2 hereof, as applicable, on or before the date that is six (6) years after the Effective Date (the "**Final Proscription Date**"), then the New Manganese Shares and SpinCo Shares that such former Manganese Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the New Manganese Shares and SpinCo Shares to which such Manganese Shareholder was entitled, shall be delivered to SpinCo (in the case of the SpinCo Shares) or Manganese X (in the case of New Manganese Shares) by the Depositary and certificates representing such New Manganese Shares and SpinCo Shares shall be cancelled by Manganese X and SpinCo, as applicable, and the interest of the former Manganese Shareholder in such New Manganese Shares and SpinCo Shares or to which it was entitled shall be terminated as of such Final Proscription Date.

6.5 Paramountcy

From and after the Effective Time (i) this Plan of Arrangement shall take precedence and priority over any and all Manganese Shares, Manganese Options or Manganese Warrants issued prior to the Effective Time, (ii) the rights and obligations of the registered holders of Manganese Shares, Manganese Options, and Manganese Warrants, SpinCo, the Depositary and any transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement, and (iii) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Manganese Share or Manganese Options or Manganese Warrants outstanding as at the Effective Time will be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE VII
AMENDMENTS

7.1 Amendments

Manganese X and SpinCo may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) filed with the Court and, if made following the Manganese Meeting, approved by the Court, and (iii) communicated to holders of Manganese Shares and SpinCo Shares, as the case may be, if and as required by the Court.

7.2 Amendments Made Prior to or at the Manganese Meeting

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Manganese X at any time prior to the Manganese Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Manganese Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

7.3 Amendments Made After the Manganese Meeting

Manganese X, with the consent of SpinCo, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Manganese Meeting but prior to the Effective Date and any such amendment, modification or supplement which is approved by the Court following the Manganese Meeting shall be effective and shall become part of this Plan of Arrangement for all purposes. Notwithstanding the foregoing any amendment,

modification or supplement to this Plan of Arrangement may be made following the granting of the Final Order unilaterally by Manganese X, provided that it concerns a matter which, in the reasonable opinion of Manganese X, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of New Manganese Shares or SpinCo Shares.

7.4 Withdrawal

Notwithstanding any prior approvals by the Court or by the Manganese Shareholders, the board of directors of Manganese X may decide not to proceed with the Arrangement and to revoke the Arrangement Resolutions at any time prior to the Effective Time, without further approval of the Court or the Manganese Shareholders.

ARTICLE VIII
REFERENCE DATE

8.1 This Plan of Arrangement is dated for reference as of the _____ day of _____, 20___.

SCHEDULE "A"
TO THE
PLAN OF ARRANGEMENT

[Redacted for confidentiality reasons]

SPIN-OUT ASSETS

[redacted]

SCHEDULE "B"
TO THE
PLAN OF ARRANGEMENT

SPECIAL RESOLUTIONS TO APPROVE THE PLAN OF ARRANGEMENT

"**BE IT RESOLVED THAT**, as a special resolution of the shareholders of Manganese X Energy Corp. (the "**Corporation**"), that:

(a) The arrangement (the "**Arrangement**") under Section 288 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving the Corporation, the shareholders of the Corporation (the "**Manganese Shareholders**"), and Graphano Energy Ltd. ("**Graphano**"), as more particularly described and set forth in the management information circular of the Corporation dated as of the ____ day of _____, 20___ (the "**Information Circular**") accompanying the notice of meeting, as may be supplemented, amended and modified in accordance with the arrangement agreement dated as of December 22, 2020 between the Corporation, and Graphano, as amended, modified or supplemented from time to time (the "**Arrangement Agreement**"), and all the transactions contemplated therein, are hereby authorized, approved and adopted.

(b) The plan of arrangement involving the Corporation, Graphano, and the Manganese Shareholders, as it may be or have been supplemented, amended or modified in accordance with its terms and the Arrangement Agreement (the "**Plan of Arrangement**"), the full text of which is set out in Schedule A to the Arrangement Agreement, is hereby authorized, approved and adopted.

(c) The Arrangement Agreement and all the transactions contemplated therein, the actions of the directors of the Corporation in approving the Arrangement and the Arrangement Agreement, and the actions of the directors and officers of the Corporation in executing and delivering the Arrangement Agreement and causing the performance by the Corporation of its obligations thereunder, and any amendments, modifications or supplements thereto, are hereby confirmed, ratified, authorized, and approved.

(d) Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Manganese Shareholders or that the Arrangement has been approved by the Supreme Court of British Columbia (the "**Court**"), the directors of the Corporation are hereby authorized and empowered, at their discretion, without further notice to or approval of the Manganese Shareholders: (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, as applicable, and, if required, approved by the Court, and/or (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.

(e) Any one or more officer or director of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to make an application to the Court for a final order approving the Arrangement on the terms set forth in the Arrangement Agreement and Plan of Arrangement, as they may be amended, modified or supplemented in accordance with their terms and as described in the Information Circular, and to deliver to the Registrar under the BCBCA the arrangement filings and such other documents as are necessary or desirable to the Registrar pursuant to the BCBCA in accordance with the Arrangement Agreement and the Plan of Arrangement.

(f) Any one or more officer or director of the Corporation is hereby authorized and directed, for and on behalf of the Corporation, to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."