

Stock Purchase and Subscription Agreement

This SUBSCRIPTION AGREEMENT (the "Agreement") is made and entered into this Date (the "Effective Date") by and between Grace Organics Inc., located at 14175 W. Indian School Rd., Ste. B4-524, Goodyear, Arizona 95395 (the "Company") and Subscriber name , located at address , _____, _____ (the "Subscriber").

RECITALS

WHEREAS the Subscriber wishes to subscribe for _____ shares (the "Shares") of the capital stock of Grace Organics Inc. at the subscription price of \$45.00 Dollars per share and \$5.00 commission equals a total cost per share of \$50.00.

WHEREAS the Subscriber hereby acknowledges that the Company is relying upon the accuracy and completeness of the representations in this Agreement in complying with its obligations under applicable federal and state securities laws.

WHEREAS the Subscriber hereby acknowledges and certifies that the Subscriber received and read the Private Placement Memorandum of Grace Organics Inc. dated May 9, 2019 and any supplements thereto (the "Private Placement Memorandum"), and the Subscriber is familiar with the terms and provisions thereof.

WHEREAS it is the intention of the parties to the Agreement that this subscription will be made pursuant to appropriate exemptions (the "Exemption") from the registration and prospectus or equivalent requirements of all rules, policies, notices, orders, and legislation of any kind (collectively the "Securities Rules") of all jurisdictions applicable to this subscription;

NOW THEREFORE, for the reasons set forth above, and in consideration of the foregoing and of the mutual promises and covenants of the Company and Subscriber contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Subscriber agree as follows:

I. REPRESENTATIONS AND WARRANTIES

The Subscriber represents and warrants to the Company, and acknowledges that the Company is relying on these representations and warranties to, among other things, ensure that it is complying with all of the applicable Securities Rules, that:

i. The Subscriber is aware of the degree of risk associated with the purchase of the Shares of the Company;

- ii. The Subscriber is fully aware and understands that at any time the Company may operate at a loss rather than a profit, and may do so for an unforeseeable amount of time;
- iii. The Subscriber has the financial means to meet all of the obligations contemplated herein;
- iv. The Subscriber has read and fully understands the terms, conditions and effect of this Agreement, and all other documents in connection therewith;
- v. The Subscriber hereby confirms that he/she has reviewed or had the opportunity to review, all documents, records, and books pertaining to the investment in the Company;
- vi. The Subscriber is at least twenty-one (21) years of age;
- vii. The Subscriber is an "accredited investor" as the term is defined in the Securities Act of 1933, as amended (the "Act") and any relevant state statute or regulation, or is otherwise a sophisticated, knowledgeable investor (either alone or with the aid of a purchaser representative) with adequate net worth and income for this investment;
- viii. The Subscriber has in depth knowledge and experience in financial and business matters pertaining to the subject matter contained in this Agreement and is capable of evaluation the risks of any investment in the Company;
- ix. All of the information contained in the Accredited Investor Questionnaire Form, attached hereto as **Exhibit A**, concerning the Subscriber's financial position and business experience, that the Subscriber has provided to the Company, is correct and complete as of this date, and, if there should be any material change in such information prior to the acceptance of this Agreement by the Company, the Subscriber will immediately furnish the revised or corrected information to the Company;
- x. The offer to sell Shares was communicated to the Subscriber by the Company in such a manner that the Subscriber was able to ask questions of and receive answers from the Company concerning the terms and conditions of this transaction and that at no time was Subscriber presented with or solicited by any brochure, public promotional meeting, newspaper or magazine article, radio or television advertisement or any other form of advertising or general solicitation;
- xi. The Subscriber has determined that the purchase of the Shares is a suitable investment;
- xii. The Shares for which the Subscriber hereby subscribes are being acquired solely for the Subscriber's own account, for investment purposes; and the Subscriber agrees that he/she will not sell or otherwise transfer the Shares unless the Shares are registered under the Act and qualified under applicable state securities laws or unless, in the opinion of the Company, an exemption from the registration requirements of the Act and such law is available;

xiii. The Subscriber has been advised to consult with the Subscribers own attorney regarding legal matters concerning an investment in the Company and has done so to the extent the Subscriber deems necessary.

II. INDEMNIFICATION

The Subscriber hereby agrees to indemnify and hold harmless the Company and any of its officers, directors, shareholders, employees, agents or affiliates (collectively the "Indemnified Parties" and individually an "Indemnified Party") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, against losses, liabilities and expenses of each Indemnified Party (including attorneys' fees, judgments, fines and amounts paid in settlement, payable as incurred) incurred by such person or entity in connection with such action, arbitration, suit or proceeding, by reason of or arising from (i) any misrepresentation or misstatement of facts or omission to represent or state facts made by the Subscriber, including, without limitation, the information in this Agreement, or (ii) litigation or other proceeding brought by the Subscriber against one or more Indemnified Party in which the Indemnified Party is the prevailing party.

III. REVOCATION OF OFFER

The Subscriber agrees that the Company may cancel, terminate or revoke the offer to subscribe for shares or any agreement hereunder for a period of 30 days. After 30 days the Agreement will be deemed null and void.

IV. SHARE CERTIFICATES

i. The certificates representing the Shares shall unless otherwise permitted by the provisions of Articles (ii) and (iii) in this Section, contain a legend substantially in the following form:

"THE SHARES REPRESENTED BY THIS
CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT
AND HAVE NOT BEEN REGISTERED UNDER THE
SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE
SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH
REGISTRATION OR UNLESS THE COMPANY RECEIVES
AN OPINION OF COUNSEL OR OTHER EVIDENCE
REASONABLY ACCEPTABLE TO IT STATING THAT SUCH
SALE OR TRANSFER IS EXEMPT FROM THE
REGISTRATION AND PROSPECTUS DELIVERY
REQUIREMENTS OF SAID ACT"

ii. The Subscriber hereby agrees to comply in all respects with the provisions of this Section. Prior to any proposed sale, assignment, transfer or pledge of any Shares, the Subscriber agrees that it shall provide written notice to the Company of the Subscriber's intent of such transfer, sale, assignment or pledge.

iii. Each notice shall provide detail of circumstances of the proposed transfer, sale, assignment or pledge, and shall be accompanied, at the Subscribers expense, by evidence that is satisfactory to the Company, to the effect that the proposed transfer of the Shares may be effected without registration under the Act or applicable state securities law.

V. MISCELLANEOUS

i. All notices or other communications given or made hereunder shall be in writing and shall be delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Company at its registered head office address and to the undersigned set forth on the signature page hereof.

ii. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming and, to the extent it involves any United States statute, in accordance with the laws of the United States.

iii. This Agreement constitutes the entire agreement between the Company and the Subscriber with respect to the subject matter hereof and supersedes any prior or contemporaneous understanding, representations, warranties or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Subscription Agreement dated _____ between Grace Organics Inc. and _____ to be executed as of _____

By: _____
Signature of Subscriber

By: _____
Signature of Company

W. A. Wilson, Vice President
Grace Organics Inc.

Exabit A
Grace Organics Inc.
ACCREDITED INVESTOR QUESTIONNAIRE FORM

The information contained in this Accredited Investor Information Form is being furnished by you in connection with determining whether you qualify as an accredited investor in compliance with the United States Securities and Exchange Commission ("SEC") and therein approved to invest in Grace Organics Inc..

The SEC and often time's state securities departments and commissions require a company to qualify their investors in order to prove a certain financial sophistication level to understand the general risks involved in private investment offerings. A company is required to exhibit a "reasonable effort" to "qualify" its investors as an accredited investor or some other exemption under the SEC. Our request for the following information is requested solely to comply with the laws on this matter and not to infringe on the privacy of an investor or delve into any personal or private information for any other reason.

The information contained herein is not intended to and shall not in any way constitute an invitation to invest in Grace Organics Inc. nor shall it be considered investment advice. The information described herein is not intended to be an offer, solicitation or recommendation to invest in Grace Organics Inc..

Instructions: Please fill out as much of the form as possible. Items marked with an asterisk (*) are required.

Name:* _____

Age: *

Address: *

City: *

State:* _____

Country: *

Social Security Number:*

US Yes No

Work Telephone: *

Work Fax:

E-mail:

Professional Occupation:

Qualification as an Accredited Investor

Please mark with an "X" the categories applicable to you indicating the basis upon which you qualify as an accredited investor. An accredited investor shall mean any person who comes within any of the following categories:

1. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000.

Yes No

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

Yes No

3. A bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business

Investment Company licensed by the U.S. Small Business Administration under section 301 (c) or (d) of the Small Business Investment Act of 1958; any 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, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if 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 if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

Yes No

4. A private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940.

Yes No

5. An organization described in section 501 of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

Yes No

6. A 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.

Yes No

7. A trust, with total assets in excess of \$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).

Yes No

8. Any entity in which all of the equity owners are accredited investors.

Yes No

NOTE: If you have questions concerning the meaning or application of a particular law or rule, please consult with an attorney who specializes in securities law.

The above information is true and correct in all material respects and the undersigned recognizes that Grace Organics Inc. is relying on the truth and accuracy of such information in determining whether to permit investment in Grace Organics Inc..

Date:

Signature for Individual:

Print Name

Signature

Upon completion of this form, please mail, email or fax a fully executed copy to Grace Organics Inc., 14175 W. Indian School Rd., Ste. B4-524, Goodyear, Arizona 95395

_____ or if applicable, attach the completed form to the
Subscription Agreement