

POOLING AGREEMENT

THIS AGREEMENT is dated for reference as of the 30th day of June, 2021 and made

AMONG:

ENDEAVOR TRUST CORPORATION, with a corporate office at
Suite 702, 777 Hornby Street, Vancouver BC V6Z 1S4

(the "**Escrow Agent**")

AND:

HYDROGRAPH CLEAN POWER INC., a BC company having a
registered address at #704 – 595 Howe Street, Vancouver, BC
V6C 2T5

(the "**Issuer**")

AND: each shareholder, as defined in this Agreement

(collectively, the "Parties").

WHEREAS:

- a) The Shareholders are the holders of common shares of the Issuer;
- b) In order to facilitate an orderly market for the common shares of the Issuer and to assist the Issuer in obtaining additional financing to fund the Issuer's Business, the Shareholders have agreed to enter into this Pooling Agreement; and
- c) The Escrow Agent has agreed to act as escrow agent in respect of the shares to be pooled (as defined below).

NOW THEREFORE in consideration of the covenants contained in this agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Parties agree as follows:

1. Placement of Shares in Escrow

The Shareholder agrees to place the Shares in pool (legally, in escrow) with the Escrow Agent and the Issuer and the Shareholder shall deliver the certificates representing the Shares to the Escrow Agent as soon as practicable.

2. Voting of Shares in Escrow

The Shareholder may exercise all voting rights attached to the Shares.

3. Waiver of Shareholder's Rights

The Shareholder waives no rights attached to the Shares, except the right to sell the Shares while they are pooled.

4. Transfer Within Escrow

- 1) The Shareholder must not assign, deal in, pledge, sell, trade or transfer in any manner whatsoever, or agree to do so in the future, any of the Shares or any beneficial interest in them, except with the written consent of the Issuer.
- 2) Subject to the exception set out in section 4(1) above, the Escrow Agent must not effect or acknowledge any transfer, trade, pledge, hypothecation, assignment, declaration of trust or any other documents evidencing a change in the legal or beneficial ownership of or interest in the Shares.
- 3) Upon the death or bankruptcy of a Shareholder, the Escrow Agent must hold the Shares subject to this agreement for the person that is legally entitled to become the registered owner of the Shares.

5. Release From Escrow

- 1) The Shareholder irrevocably directs the Escrow Agent to retain the Shares until the Shares are released from escrow pursuant to subsection (2).
- 2) The Escrow Agent must not release the Shares from escrow, except in accordance with the release formula set out in Schedule A or with the express consent of the Issuer.
- 3) The release from escrow of any of the Shares will terminate this agreement only in respect of the Shares so released.

6. No Surrender for Cancellation

The Shareholder shall not be required to surrender the Shares for cancellation pursuant to this Agreement.

7. Amendment of Agreement

- 1) Subject to subsection (2), this agreement may be amended only by a written agreement among the Parties and with the written consent of the Issuer.
- 2) Notwithstanding paragraph 7(1) above the Issuer may, at its sole discretion, accelerate all or any portion of any release of shares under the Agreement.

8. Indemnification

The Issuer will release, indemnify and save harmless the Escrow Agent and the Exchange from all costs, charges, claims, demands, damages, losses and expenses resulting from administering this agreement and compliance in good faith with this agreement.

9 Other Contractual Arrangements

9.1 Escrow Agent Not a Trustee

The Escrow Agent accepts duties and responsibilities under this Agreement, and the escrow securities and any share certificates or other evidence of these securities, solely as a custodian,

bailee and agent. No trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as a trustee.

9.2 Escrow Agent Not Responsible for Genuineness

The Escrow Agent will not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any escrow security deposited with it.

9.3 Escrow Agent Not Responsible for Furnished Information

The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of escrow securities within escrow under this Agreement.

9.4 Escrow Agent Not Responsible after Release

The Escrow Agent will have no responsibility for escrow securities that it has released to a Securityholder or at a Securityholder's direction according to this Agreement.

9.5 Indemnification of Escrow Agent

The Issuer and each Securityholder hereby jointly and severally agree to indemnify and hold harmless the Escrow Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, wilful misconduct or bad faith on the part of the Escrow Agent. This indemnity survives the release of the escrow securities, the resignation or termination of the Escrow Agent and the termination of this Agreement.

9.6 Additional Provisions

(1) The Escrow Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "**Documents**") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Escrow Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.

(2) The Escrow Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties and approved by the securities regulators with jurisdiction and, if the duties or indemnification of the Escrow Agent in this Agreement are affected, unless it has given its prior written consent.

(3) The Escrow Agent may consult with or retain such legal counsel and advisors as it may

reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Escrow Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Escrow Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.

(4) In the event of any disagreement arising under the terms of this Agreement, the Escrow Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.

(5) The Escrow Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under the Policy or arising under any other agreement, including any agreement referred to in this Agreement, to which the Escrow Agent is not a party.

(6) The Escrow Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.

(7) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such Securityholder's escrow securities in electronic, or uncertificated form only, pending release of such securities from escrow.

(8) The Escrow Agent will have no responsibility with respect to any escrow securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.

(9) Any entity resulting from the merger, amalgamation or continuation of Endeavor Trust or succeeding to all or substantially all of its transfer agency business (by sale of such business or otherwise), shall thereupon automatically become the Escrow Agent hereunder without further act or formality. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

9.7 Limitation of Liability of Escrow Agent

The Escrow Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, wilful misconduct or gross negligence. Under no circumstances will the Escrow Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other

provision of this Agreement, in no event will the collective liability of the Escrow Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or wilful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000.00), whichever amount shall be greater.

9.8 Remuneration of Escrow Agent

(1) The Issuer will pay the Escrow Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Escrow Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

(2) In the event the Issuer or the Securityholders fail to pay the Escrow Agent any amounts owing to the Escrow Agent hereunder, the Escrow Agent shall have the right not to act (including the right not to release any additional securities from escrow) and will not be liable for refusing to act until it has been fully paid all amounts owing to it hereunder. Further, in the event the Issuer fails to pay the Escrow Agent its reasonable remuneration for its services hereunder, the Escrow Agent shall be entitled to charge the Securityholders for any further release of escrowed securities and shall have the right not to act (including the right not to release any additional securities from escrow) until the Securityholders have paid such amounts to the Escrow Agent.

(3) In the event the Issuer or the Securityholders have failed to pay the amounts owing the Escrow Agent hereunder, the Escrow Agent shall not be liable for any loss caused by a delay in the release of the escrowed securities.

9.9 Notice to Escrow Agent

The Issuer shall forthwith provide a copy of the Exchange Bulletin, confirmation of listing and posting for trading of the subject escrowed shares or such other relevant document to the Escrow Agent as it shall require in order to make the required releases. No duty shall rest with the Escrow Agent to obtain this information independently nor shall it be held liable for any loss, claim, suit or action, howsoever caused by any delay in providing this information to it.

10. Resignation of Escrow Agent

- 1) If the Escrow Agent wishes to resign as escrow agent in respect of the Shares, the Escrow Agent must give notice to the Issuer.
- 2) If the Issuer wishes the Escrow Agent to resign as escrow agent in respect of the Shares, the Issuer must give notice to the Escrow Agent.
- 3) A notice referred to in subsection (1) or (2) must be in writing and delivered to the party at the address set out above, and the notice will be deemed to have been received on the date of delivery. The Issuer or the Escrow Agent may change its address for notice by giving notice to the other party in accordance with this subsection.

- 4) The resignation of the Escrow Agent will be effective and the Escrow Agent will cease to be bound by this agreement on the date that is 60 days after the date of receipt of the notice referred to in subsection (1) or (2) or on such other date as the Escrow Agent and the Issuer may agree (the "Resignation Date").
- 5) The Issuer must, before the resignation date, appoint another escrow agent and that appointment will be binding on the Issuer and the Shareholders.

11. Further Assurance

The Parties must execute and deliver any documents and perform any acts necessary to carry out the intent of this agreement.

12. Time

Time is of the essence of this agreement.

13. Governing Laws

This agreement will be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable in British Columbia.

14. Counterparts

This agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one agreement.

15. Language

Wherever a singular expression is used in this agreement, that expression is deemed to include the plural or the body corporate where required by the context.

16. Enurement

This agreement enures to the benefit of and is binding on the Parties and their heirs, executors, administrators, successors and permitted assigns.

The Parties have executed and delivered this agreement as of the date of reference of this agreement.

ENDEAVOR TRUST CORPORATION



Authorized signatory



Authorized signatory

HYDROGRAPH CLEAN POWER INC.



Authorized signatory

Authorized signatory

**THE SHAREHOLDERS LISTED IN
SCHEDULE "B" BY THEIR ATTORNEY IN
FACT.**



Harold Davidson
CEO

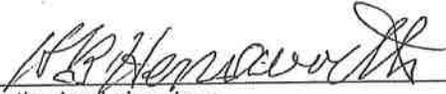
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ENDEAVOR TRUST CORPORATION

Authorized signatory

Authorized signatory

HYDROGRAPH CLEAN POWER INC.



Authorized signatory

Authorized signatory

**THE SHAREHOLDERS LISTED IN
SCHEDULE "B" BY THEIR ATTORNEY IN
FACT.**

Harold Davidson
CEO

SCHEDULE "A"

Release Schedule

5%	On listing date
10%	3 months following listing
20%	6 months following listing
20%	9 months following listing
20%	12 months following listing
25%	15 months following listing

Schedule "B"

Shareholders

Name of Subscriber	Address	Certificate Number	Number of Common Shares
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	11	4,900,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	12	5,600,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	13	2,500,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	14	500,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	15	100,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	16	2,100,000
Michael Magrum	2504-588 Broughton Street, Vancouver, BC V6G 3E3	17	400,000
Sean O'Neill	7326 Deerpark Drive Vernon, BC V1B 3P1	18	400,000
Michael Magrum	2504-588 Broughton Street Vancouver, BC V6G 3E3	19	400,000
Richard Conlin	103-2020 Kent Avenue S.E. Vancouver, BC V5P 4X1	20	77,000
Shawn Clarkin	10899 Cherry Lane Delta, BC V4E 3L8	21	100,000
Don Archibald	1797 Layton Drive North Vancouver, BC V7H 1X7	23	100,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	24	2,050,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	25	600,000
Robert G. Komarechka	545 Granite Street Sudbury, ON P3C 2P4	26	200,000
James Cecchetto	1516 South Shore Road Sudbury, ON P3G 1L4	27	400,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	28	1,600,000
Dr K Sethu Raman	79 Aragon Avenue Toronto, On M1T 1Y1	29	2,000,000
Amandeep Gill	9035 Wilberforce Street Burnaby BC	30	100,000
Hani Zabaneh	15B-1500 Alberni Street Vancouver, BC, V6G 3C9	31	100,000
Gary Zak	916 Plain Road Castlegar, BC V1N 4P7	32	250,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	33	3,000,000
Blockchain Consulting Ltd.	303-1188 Richards Street Vancouver, BC, V6B 3E6	34	500,000
Harbour Leasehold Investments Inc.	Suite 1595-650 West Georgia Street Vancouver, BC, V6B 4N8	35	380,575
Michelle O'Neill	4866 200A Street Langley, BC V3A 5W8	36	100,000
Patricia Bonner	19-24185 106B Avenue Maple Ridge, BC V2W 0C4	37	100,000
Alan Finlayson	#704-595 Howe Street Vancouver, BC V6C 2T5	38	200,000
Diana L. Jokuthy	2694 Lock Street Abbotsford, BC V4X 1J6	39	40,000
Maryna O'Neill	212-1190 Eastwood Street Coquitlam, BC V3B 7S1	40	50,000
Philip Potter	2505 Ashurst Avenue Coquitlam, BC V3K 5T4	41	100,000
Shannon Messam	20511 122B Ave Maple Ridge, BC V2X 2N6	42	50,000
Paul Lylyk	13129 62B Avenue Surrey, BC V3X 1P4	43	20,000
Daniel Villgren	627 Kirkwood Drive Sudbury, Ontario, P3E 6J6	49	400,000
James K Cecchetto	1516 South Shore Road Sudbury, Ontario, P3G 1L4	50	300,000
James K Cecchetto	1516 South Shore Road Sudbury, Ontario, P3G 1L4	51	300,000
Dean MacEachern	19 Gemma Street Sudbury, Ontario, P3E 6G7	52	200,000

Name of Subscriber	Address	Certificate Number	Number of Common Shares
David Giannini and Elizabeth Marsiniak	208 Clernow Avenue Ottawa, Ontario, K1S 2B4	53	800,000
Brian O'Neill	2620 Klæsson Court Port Coquitlam, BC, V3C 5Z2	54	100,000
Geoffrey P. Potter	2506 Ashurst Avenue Coquitlam, BC, V3K 5T4	55	50,000
Tanya Louise Collins	2506 Ashurst Avenue Coquitlam, BC, V3K 5T4	56	100,000
John Casey	661 Gatensbury Street Coquitlam, BC, V3J 5G9	57	75,000
S. Allison Casey	661 Gatensbury Street Coquitlam, BC, V3J 5G9	58	75,000
Debbie Vernon	19777-446 Ave Langley, BC V3A 6A2	59	100,000
PI Financial ITF Steve Jeske	1900-666 Burrard St Vancouver , BC	60	500,000
0865482 BC Ltd	7326 Deerpark Drive Vernon, BC V1B 3P1	62	101,717
Kelly Hambleton	4831 11 St NE Salmon Arm, BC V1E 3N9	63	100,000
Eric C Breure	924 N. Sweetwater Bay Drive Gilbert, AZ 85234 USA	66	200,000
Charles Desjardins	3201 - 1328 West Pender Street Vancouver, BC V6E 4T1	68	100,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	72	4,800,000
Scotia Capital Inc. ITF Jennifer Ciupa	150 King Street West, 4th Floor, Toronto, ON M5H 1J9	100	1,000,000
Haywood Securities Inc.	700 - 200 Burrard Street Vancouver, BC V6C 3L6	101	275,000
Leede Jones Gable Inc.	1800 - 1140 W. Pender Street Vancouver, BC V6E4G1	102	150,000
National Bank Financial Inc. ITF Keith Schaefer A/C # 5DR439A	1010 Rue de la Gauchetiere W Montreal QC H3B5J2	103	150,000
National Bank Financial ITF Alpha North Partners Fund Inc. Acct #26AAYV	1010 Rue de la Gauchetiere W Montreal QC H3B5J2	104	1,000,000
Canaccord Genuity Corp. ITF Ron D'Ambrosio/Mariana D'Ambrosio Acct #343-34AE-1	2200 - 609 Granville St Vancouver, BC V7Y1H2	106	100,000
Scotia Capital Inc. ITF 1999609 Ontario Inc Acct # 467 4255429	150 King Street West, 4th Floor, Toronto, ON M5H 1J9	107	175,000
Scotia Capital Inc. ITF 2599584 Ontario Inc.	150 King Street West, 4th Floor, Toronto, ON M5H 1J9	108	2,000,000
Canaccord Genuity Corp. ITF Graham Saunders	2200 - 609 Granville St Vancouver, BC V7Y1H2	109	200,000
Canaccord Genuity Corp. ITF Gene McBurney	2200 - 609 Granville St Vancouver, BC V7Y1H2	110	200,000
Cabrana Capital Advisors Inc.	401 - 217 Queen St. W, Toronto, ON M5V0R2	111	150,000
Brillco Inc.	2100 - 40 King Street West, Toronto, ON M5H3C2	112	150,000
Brian Vyner	36 Hazelton Ave, Suite 4B, Toronto, ON M5A2E2	113	150,000
Ari Sussman	10 Killarney Road, Toronto, ON M5P1L8	114	150,000
Anna Pampena	10 Wainwright Ave, Richmond Hill, ON L4C5R5	115	175,000
1152004 BC Ltd.	5620 Ptavmigan Place, North Vancouver, BC V7R4S3	116	125,000

Name of Subscriber	Address	Certificate Number	Number of Common Shares
Harrison Braden	1185 The Queensway , Unit 1207, Etobicoke, ON M8Z0C6	117	125,000
David Schmidt	13240 17A Ave, Surrey, BC V4A6R9	118	100,000
Dina Riccardi	187 Roselawn Drive, Woodbridge, ON L4H1A5	119	100,000
Haywood Securities Inc. Account TM1-3282-C	700 - 200 Burrard Street Vancouver, BC V6C 3L6	120	150,000
BMO Nesbitt Burns ITF Franmar Properties Limited Acct #415-30866-26	FCP-100 King Street West, 38 Fl, Toronto, ON M5X1H3	121	225,000
G S Paterson Family Trust TD Acct 8M8967A	77 Bloor Street W, 3rd Floor, Attn: cage Toronto, ON M5S 1M2	122	100,000
NewGen Capital Limited Acct #026-0622-6	136 Walmer Road, Toronto, ON M5R 2X9	123	150,000
Michael Mansfield	78 West Point Mews SW, Calgary, AB T3H0X5	124	100,000
Lora Dicapo	35 Taylor Dr, Toronto, ON, M4C3B4	125	50,000
Mario Boscarino	183 Wellington St. W, Toronto, ON M5V0A1	126	275,000
JB Levy Corp	491 Melrose Ave, Toronto, ON M5M2A1	127	100,000
Kasi Sethu Raman	79 Aragon Ave, Toronto, ON M1T1Y1	128	500,000
RBC Dominion Securities Inc ITF A/C 441-83669-20	PO Box 50, Royal Bank Plaza Toronto, ON M5J2W7	129	500,000
GundyCo ITF XIB Financial Inc. A/C 586-86589	22 Front St W, 4th Floor Toronto, ON M5J 2W5	130	150,000
Vito Rizzuto	67 Frini Crt, Woodbridge, ON L4H2V6	131	100,000
Vaios Petsis	35 Taylor Dr, Toronto, ON M4C3B4	132	50,000
Todd Halpern	222 Dunregan Road, Toronto, ON M5P2P2	133	100,000
Stephen Knight	1895 - 680 West Georgia Street, Vancouver, BC V6B4N8	134	100,000
Steven Misener	35 Church St, Suite 204, Toronto, ON M5E1T3	135	100,000
1999611 Ontario Inc.	150 King Street West, Suite 2210, Toronto, ON M5X 1E4	136	300,000
Scott Lamacraft	15 Wychwod Park, Toronto, ON M6G2V5	137	150,000
Parkwood Master Fund Ltd.	PO Box 10008, Willow House, Cricket Square, Grand Cayman KY1-1001	138	300,000
2180447 Ontario Inc.	130 King Street West, Suite 2210, Toronto, ON M5X1E4	139	750,000
BMO Nesbitt Burns ITF Samara Master Fund Ltd. a/c #402-22004-24	100 King St West, Toronto M5X 1H3	140	300,000
Haywood Securities Inc.	700-200 Burrard Street, Vancouver BC V6C 3L6	141	500,000
Scotia Capital ITF DiCapo Family Trust	150 King Street West, 4th Floor, Toronto, ON M5H 1J9	142	2,000,000
Scotia Capital Inc. ITF CapitalOne Asset Management Limited	150 King Street West, 4th Floor, Toronto, ON M5H 1J9	143	1,000,000
James Cecchetto	1516 South Shore Road, Sudbury, ON P3G 1L4	144	114,000
Riley McCormack	44 - 39769 Government Rd Squamish, BC V8B 0Z1	146	100,000
Joanne McClusky	810-675 Hastings St West Vancouver, BC	155	100
David Grandy	2308 -788 Hamilton Street, Vancouver, BC V6B 0E9	156	100,000
Devon Victoria Karastathis	7-2456 Point Grey Road, Vancouver, BC	157	2,666,667

