

EARLY WARNING REPORT
NATIONAL INSTRUMENT 62-103

Item1 Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

This report relates to units (the “Units”) of Focus Graphite Inc. (TSXV: FMS) (the “Corporation”), each comprised of one common share (collectively, the “Shares”) and one common share purchase warrant (collectively, the “Warrants”). The Corporation’s registered head office is at 945 Princess Street, Kingston, Ontario, K7L 0E9.

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

Not applicable.

Item2 Identity of the Acquiror

2.1 State the name and address of the acquiror.

Classic Agriculture Holdings Limited (the “Acquiror”)
10-13511 Crestwood Place,
Richmond, British Columbia,
V6V 2G1

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On October 4, 2017, the Acquiror acquired 27,700,000 Units of the Corporation, each comprised of one Share and one Warrant, in connection with a subscription agreement (the “Subscription Agreement”) entered into by the Corporation and the Acquiror (the “Transaction”).

2.3 State the names of any joint actors.

Not applicable.

Item3 Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror’s securityholding percentage in the class of securities.

Prior to the closing of the Transaction, the Acquiror did directly own (i) 24,900,000 Shares of the Corporation, and (ii) Warrants entitling the Acquiror to purchase 24,900,000 Shares of the Corporation. Following the Transaction, the Acquiror holds (i) 52,600,000 Shares of the Corporation, and (ii) Warrants entitling the Acquiror to purchase 52,600,000 Shares of the Corporation. Assuming, immediately following the closing of the Transaction, the Acquiror chooses to exercise all of its Warrants, it would own 105,200,000 Shares of the Corporation,

representing, on a partially diluted basis, 30.07% of the Corporation's Shares that would then be issued and outstanding.

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.

The Acquiror acquired 27,700,000 Units, each comprised of one Share and one Warrant, pursuant to the Transaction.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

Immediately prior to the closing of the Transaction, the Acquiror did directly own (i) 24,900,000 Shares of the Corporation, and (ii) Warrants entitling the Acquiror to purchase 24,900,000 Shares of the Corporation.

Immediately following the closing of the Transaction, the Acquiror holds, directly or indirectly (i) 52,600,000 Shares of the Corporation, and (ii) Warrants entitling the Acquiror to purchase 52,600,000 Shares of the Corporation. Assuming the exercise of all Warrants held by the Acquiror following the closing of the Transaction, he would own 105,200,000 Shares, representing, on a partially diluted basis, 30.07% of the Corporation's Shares that would then be issued and outstanding. However, the Warrant certificate issued to the Acquiror provides that, in connection with the Transaction, the Acquiror shall only be entitled to exercise the Warrants to the extent that the Holder and any Person acting in concert (as defined in applicable securities legislation) with the Acquiror will own (including together with any person acting jointly or in concert with the holder), directly or indirectly, less than 20% of the issued and outstanding common shares of the Corporation after such exercise, unless the disinterested shareholder approval has been obtained (the "**Warrant Restriction**").

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which

(a) the acquiror, either alone or together with any joint actors, has ownership and control,

Immediately following the closing of the Transaction, the Acquiror holds, directly or indirectly, (i) 52,600,000 Shares of the Corporation and (ii) Warrants entitling the Acquiror to purchase 52,600,000 Shares of the Corporation.

Assuming the exercise of all Warrants held by the Acquiror following the closing of the Transaction, he would own 105,200,000 Shares, representing, on a partially diluted basis, 30.07% of the Corporation's Shares that would then be issued and outstanding. However, the Acquiror is subject to the Warrant Restriction.

- (b) **the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) **the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

Not applicable.

- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

Item4 Consideration Paid

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

\$0.075 per Unit, each comprised of one Share and one Warrant.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

\$2,077,500.

4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer.

The Acquiror has acquired the Units of the Issuer for investment purposes.

Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

(a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;

Furthermore, in accordance with applicable securities laws, the Acquiror may, from time to time and at any time, and for investment purposes, acquire additional Securities of the Corporation in the open market or otherwise, and it reserves the right to dispose of any or all of his Securities in the open market or otherwise at any time and from time to time, and to engage in similar transactions with respect to the Securities, the whole depending on market conditions, the business and prospects of the Corporation and other relevant factors, the whole in compliance with the Warrant Restriction.

(b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;

Not applicable.

(c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;

Not applicable.

(d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;

Not applicable.

(e) a material change in the present capitalization or dividend policy of the reporting issuer;

Not applicable.

(f) a material change in the reporting issuer's business or corporate structure;

Not applicable.

- (g) **a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**

Not applicable.

- (h) **a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**

Not applicable.

- (i) **the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**

Not applicable.

- (j) **a solicitation of proxies from securityholders;**

Not applicable.

- (k) **an action similar to any of those enumerated above;**

Not applicable.

Item6 Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Not applicable.

Item7 Change in material fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item8 Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item9 Certification

The Acquiror must certify that the information is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

I, as the acquiror, certify that the statements made in this report are true and complete in every respect.

October 12, 2017
Date

(s) Zhijun Zhang
Signature

Zhijun Zhang
Name