UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **November 14, 2013**

Commission File Number: **333-185278**

ZEWAR JEWELLERY, INC.

(Exact name of registrant as specified in its charter)

Nevada	**90-0911609**
(State or other jurisdiction of incorporation)	(IRS Employer Identification Number)

318 North Carson Street, Suite 208
Carson City, NV 89701 USA
(Address of principal executive offices)

Tel: (775) 883-0104
Fax: (775) 883-0340
(Registrant's telephone number, including area code)

Sunshine Building, Adade Faria Road
Margao, Goa, India 403601
(Former name or former address if changed since the last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communication pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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EXPLANATORY NOTE

This Current Report on Form 8-K is being filed by Zewar Jewellery, Inc. We are reporting the acquisition of a new business and providing a description of this business and its audited financials below.

USE OF DEFINED TERMS

Except as otherwise indicated by the context, references in this Report to:

- "Zewar," "the Company," "we," "us," or "our," are references to the combined business of Zewar Jewellery, Inc., and its subsidiary, African Graphite, Inc.
- "AGI" refers to African Graphite, Inc., a Nevada corporation, and a wholly-owned subsidiary of the Company;
- "NMC" refers to NMC Corp., a corporation organized under the laws of the Province of Ontario, Canada;
- "U.S. dollar," "$" and "US$" refer to the legal currency of the United States;
- "Securities Act" refers to the Securities Act of 1933, as amended; and
- "Exchange Act" refers to the Securities Exchange Act of 1934, as amended.

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

Share Exchange Agreement

On November 14, 2013, we consummated transactions pursuant to a Share Exchange Agreement (the "Share Exchange Agreement") dated November 14, 2013 by and among the Company and the stockholders of AGI (the "AGI Stockholders") whereby AGI Stockholders transferred 100% of the outstanding shares of common stock of AGI held by them, in exchange for an aggregate of 1,151,288 newly issued shares of the Company's common stock, par value $.0001 per share ("Common Stock").

Stock Purchase Option Agreement

On November 14, 2013, AGI entered into a Stock Purchase Option Agreement (the "Option Agreement") with NMC Corp., a corporation organized under the laws of the Province of Ontario, Canada ("NMC"), whereby NMC granted to AGI an option to purchase 90 ordinary shares, par value one Namibian dollar per share, of Gazania Investments Two Hundred and Forty Two (Proprietary) Limited, a corporation organized under the laws of the Republic of Namibia ("Gazania"), representing 90% of the issued and outstanding shares of Gazania, for $240,000. NMC had entered into an option agreement dated March 29, 2013, as amended on November 4, 2013 (the "Centre Agreement"), with Centre for Geoscience Research CC (formerly known as "Industrial Minerals and Rock Research Centre CC"), a company organized under the laws of the Republic of Namibia ("Centre"), whereby Centre agreed to transfer to Gazania 100% undivided interest in the exclusive prospecting license No. 3895 known as AUKUM originally issued to Centre by the government of the Republic of Namibia on April 4, 2011 and renewed on April 4, 2013 (the "License"). The License grants the right to conduct prospecting operations in the license area called AUKAM located in southern Namibia in the Karas Region within the Betaine district. The license area covers about 49,127 hectares. The only mine in Namibia which has produced graphite is situated in the license area. The ore body lies on the eastern slope of a prominent range of hills which rises 120 to 150 meters above the level of the surrounding sand-covered valleys. The country rock consists almost entirely of grayish, medium-to-coarse grained granite and gneissic rocks of the Namaqualand Metamorphic Complex.

Under the Option Agreement, AGI is required to pay to NMC $90,000 as an advance payment to be credited towards the purchase price of the Gazania shares. The Company made the advance payment out of the proceeds of the Private Placement. The balance of the purchase price in the amount of $150,000 shall be paid by AGI to NMC or Centre upon exercise of the option to be completed on or before December 31, 2013. If AGI elects not to exercise the option to purchase the Gazania shares, NMC is required to return to AGI the advance payment. Additionally, AGI undertook to provide at least $260,000 of working capital to or for the benefit of Gazania on or before June 30, 2014. This obligation by AGI will be secured by the pledge of all the shares of Gazania to be acquired by AGI upon exercise of the option under the Option Agreement.

On November 14, 2013, the Company issued 1,615,385 shares of Common Stock to NMC in connection with the option grant closing under the Option Agreement. Such Common Stock was issued in accordance with an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), under Section 4(2) of the Securities Act by virtue of compliance with the provisions of Regulation S under the Securities Act.

In connection with the issuance of 1,615,385 shares of Common Stock, NMC entered into a Stock Escrow Agreement and a Lock-Up Agreement with Zewar. Pursuant to the Stock Escrow Agreement, NMC delivered to the escrow agent the shares of Common Stock issued to it to be held by the escrow agent pending the closing of the option exercise to purchase shares of Gazania by AGI under the Option Agreement in which case such 1,615,385 shares of Common Stock will be released by the escrow agent to NMC. Shall the parties to the Option Agreement fail to consummate the purchase of the Gazania shares by AGI, the escrowed shares will be cancelled. NMC has no right to vote the escrowed shares until such time as they are eligible for release to NMC.

Under such Lockup Agreement, NMC agreed not to offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, sell short, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any shares of Common Stock, or enter into any swap or other arrangement that transfers any economic consequences of ownership of Common Stock until 12 months after the date therein.

Private Placement of Common Stock

On November 14, 2013, the Company entered into and consummated transactions pursuant to the Subscription Agreement (the "Subscription Agreement") with certain accredited investors whereby the Company issued and sold to the investors for $7.80 per share an aggregate of 32,051 shares of the Company's Common Stock for an aggregate purchase price of $250,000 (the "Private Placement"). Such Common Stock was issued in accordance with an exemption from the registration requirements of the Securities Act under Section 4(2) of the Securities Act by virtue of compliance with the provisions of Regulation D and/or Regulation S under the Securities Act.

The Subscription Agreement contains representations and warranties by the Company and the investors which are customary for transactions of this type such as, with respect to the Company: organization, good standing and qualification to do business; capitalization; subsidiaries, authorization and enforceability of the transaction and transaction documents; valid issuance of stock, consents being obtained or not required to consummate the transaction; litigation; compliance with securities laws; and no brokers used, and with respect to the investors: authorization, accredited investor status and investment intent.

The foregoing description of the terms of the Share Exchange Agreement, Option Agreement and Subscription Agreement is qualified in its entirety by reference to the provisions of the forms of the Share Exchange Agreement, Option Agreement and Subscription Agreement which are filed as Exhibits 2.1, 10.1 and 10.2 to this Current Report, respectively, and are incorporated by reference herein.

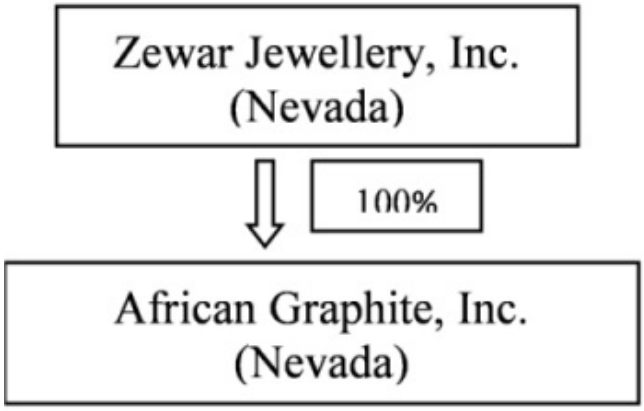
ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

On November 14, 2013, we completed the acquisition of AGI as a result of the share exchange. The acquisition was accounted for as a recapitalization effected by a merger. AGI is considered the acquirer for accounting and financial reporting purposes. The assets and liabilities of the acquired entity have been brought forward at their book value and no goodwill has been recognized.

As a result of this transaction, the Company ceased being a "shell company" as that term is defined in Rule 12b-2 under the Exchange Act.

Our Corporate Structure

As set forth in the following diagram, following our acquisition of AGI, AGI became and currently is our direct, wholly-owned subsidiary.



Organizational History of Zewar Jewellery, Inc.

Zewar Jewellery, Inc. was incorporated on September 26, 2012, under the laws of the State of Nevada. The business plan of the Company was originally to operate as an on-line imitation jewelry retailer. Immediately after the completion of the Share Exchange, the Company discontinued its on-line imitation jewelry business and changed its business plan to exploration and development of the license area covered by the License.

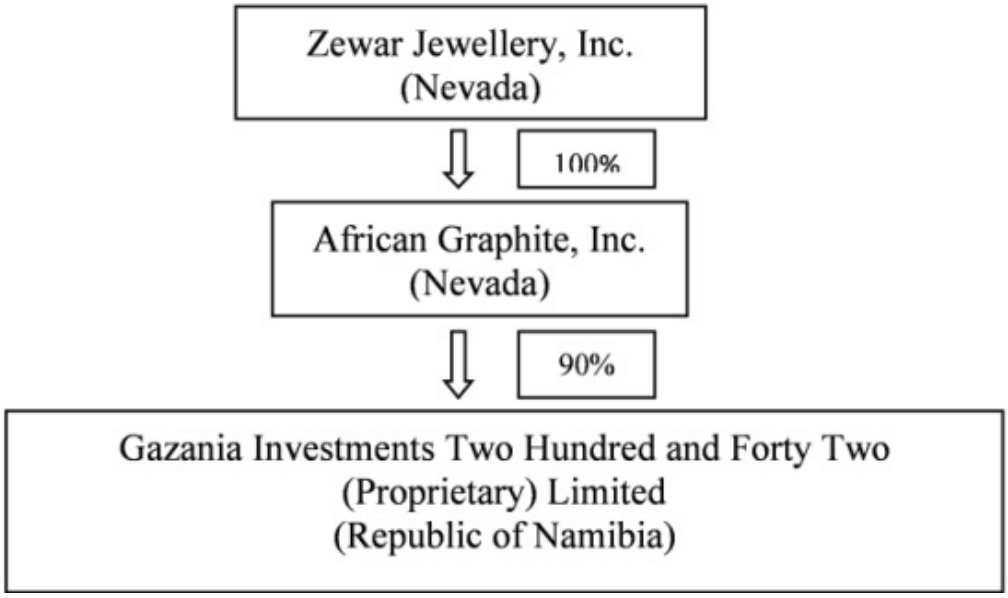
Organizational History of African Graphite, Inc.

African Graphite, Inc. was incorporated in the State of Nevada on August 29, 2013 and is a development-stage mining company. The Company's current business plan is to complete the transactions contemplated by the Option Agreement and as a result to engage in the business of exploration and development of the license area covered by the License.

DESCRIPTION OF BUSINESS

The Company's purpose is to complete the transactions contemplated by the Option Agreement and to engage in the business of exploration and development of the license area covered by the License upon such completion through its indirect Namibia subsidiary, Gazania, to be acquired upon exercise of the option.

Below is the corporate structure of the Company following a successful completion of the transactions contemplated by the Option Agreement:



The Company currently has no employees. It plans to hire employees upon a successful completion of the transactions contemplated by the Option Agreement. From time to time, the Company also plans to employ independent contractors to support its operations.

DESCRIPTION OF PROPERTY

We do not own any real property. Our corporate headquarters are at 318 N. Carson Street, Suite 208, Carson City, NV 89701. The office space is provided to us free of charge by Paracorp, Incorporated.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION.

THE DISCUSSION IN THIS SECTION CONTAINS CERTAIN STATEMENTS OF A FORWARD-LOOKING NATURE RELATING TO FUTURE EVENTS OR OUR FUTURE PERFORMANCE. WORDS SUCH AS "ANTICIPATES," "BELIEVES," "EXPECTS," "INTENDS," "FUTURE," "MAY" AND SIMILAR EXPRESSIONS OR VARIATIONS OF SUCH WORDS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS, BUT ARE NOT THE ONLY MEANS OF IDENTIFYING FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE ONLY PREDICTIONS AND ACTUAL EVENTS OR RESULTS MAY DIFFER MATERIALLY. IN EVALUATING SUCH STATEMENTS, WE URGE YOU TO CAREFULLY CONSIDER VARIOUS FACTORS IDENTIFIED IN THIS REPORT, WHICH COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE INDICATED BY SUCH FORWARD-LOOKING STATEMENTS.

Zewar Jewellery, Inc. (the "Company") is a Nevada corporation organized on September 26, 2012.

Recent Developments

On November 14, 2013, our then President and CEO Mr. Mohsin Mulla and AGI entered into a Stock Purchase Agreement pursuant to which on November 14, 2013 Mr. Mulla sold to AGI 3,300,000 shares of the Company's common stock representing approximately 50.8% of the then issued and outstanding shares of common stock.

On November 14, 2013, the Company entered into and consummated the transactions contemplated by the Share Exchange Agreement with AGI and its shareholders whereby the Company purchased from the shareholders of AGI all issued and outstanding shares of AGI's common stock in consideration of the issuance of 1,151,288 shares of common stock of the Company.

The Share Exchange resulted in (i) a change in control of Zewar with AGI and the shareholders of AGI and AGI owning approximately 58.2% of the then issued and outstanding shares of common stock of Zewar, and (ii) appointment of certain nominees of the shareholders of AGI as directors and officers of Zewar and resignation of Mohsin Mulla as director, chief executive officer, chief financial officer, secretary and treasurer of Zewar.

AGI is deemed to be the accounting acquirer and Zewar to be the accounting acquiree. The financial statements before the date of the Share Exchange are those of AGI with the results of Zewar being consolidated from the date of the Share Exchange. The equity section and earnings per share have been retroactively restated to reflect the reverse acquisition. The share exchange of a private operating company with a non-operating public shell corporation with nominal net assets is considered to be a capital transaction, in substance, rather than a business combination, for accounting purposes. Accordingly, AGI treated this transaction as a capital transaction without recording goodwill or adjusting any of its other assets or liabilities.

On November 14, 2013, the Company issued 1,615,385 shares of its common stock to NMC in connection with the option grant closing under the Option Agreement.

AGI intends to cancel 3,300,000 shares of common stock acquired from Mr. Mulla after the issuance of the shares to NMC.

On November 14, 2013, the Company entered into and consummated transactions pursuant to the Subscription Agreement whereby the Company issued and sold to the investors for $7.80 per share an aggregate of 32,051 shares of the Company's Common Stock for an aggregate purchase price of $250,000. The Company used $90,000 out of the gross proceeds of the closing to make a payment to NMC under the Option Agreement in connection with the option grant closing. The balance of $150,000 under the Option Agreement is due upon our exercise of the option to occur on or before December 31, 2013.

Plan of Operations

At this time, the Company's purpose is to complete the transactions contemplated by the Option Agreement and to engage in the business of exploration and development of the license area covered by the License through its indirect Namibia subsidiary, Gazania, to be acquired upon exercise of the option.

Results of Operations

We did not have any revenues since inception. We incurred operating expenses of $9,543, and realized a net loss of $9,543 since inception on August 29, 2013 to September 30, 2013.

Liquidity and Capital Resources

The Company does not currently have sufficient resources to cover ongoing expenses and expansion. On November 14, 2013, we consummated a private placement of our securities which resulted in net proceeds to us of $250,000. We used $90,000 out of the gross proceeds of the closing to make a payment to NMC under the Option Agreement in connection with the option grant closing. The balance of $150,000 under the Option Agreement is due upon our exercise of the option to occur on or before December 31, 2013. Under the Option Agreement, we are also obligated to provide at least $260,000 of working capital to or for the benefit of Gazania from the option grant closing date to June 30, 2014. We plan on raising additional funds from investors to implement our business model. In the event we are unsuccessful, this will have a negative impact on our operations.

If the Company cannot find sources of additional financing to fund its working capital needs, the Company will be unable to obtain sufficient capital resources to operate our business. We cannot assure you that we will be able to access any financing in sufficient amounts or at all when needed. Our inability to obtain sufficient working capital funding will have an immediate material adverse effect upon our financial condition and our business.

Critical Accounting Policies

Development stage entity

The Company is considered a development stage entity, as defined in FASB ASC 915, because since inception it has not commenced operations that have resulted in significant revenue and the Company's efforts have been devoted primarily to activities related to raising capital.

Going concern

The Company's financial statements are prepared on a going concern basis, which contemplates the realization of assets and the satisfaction of obligations in the normal course of business. However, it has no cash, has losses and an accumulated deficit, and a working capital deficiency. The Company does not currently have any revenue generating operations. These conditions, among others, raise substantial doubt about the ability of the Company to continue as a going concern.

In view of these matters, continuation as a going concern is dependent upon continued operations of the Company, which in turn is dependent upon the Company's ability to, meet its financial requirements, raise additional capital, and the success of its future operations. The financial statements do not include any adjustments to the amount and classification of assets and liabilities that may be necessary should the Company not continue as a going concern.

Management believes they can raise the appropriate funds needed to support their business plan and develop an operating company with positive cash flow. Management intends to seek new capital from outside investors, owners and related parties to provide needed funds.

Off-Balance Sheet Arrangements

We do not have off-balance sheet arrangements, financings, or other relationships with unconsolidated entities or other persons, also known as "special purpose entities" (SPEs).

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth certain information with respect to the beneficial ownership of our voting securities following the completion of the transactions described in Item 1.01 of this report by (i) persons who beneficially own more than 5% of our Common Stock; (ii) our directors; (iii) our executive officers; and (iv) all of our executive officers and directors as a group. The address for AGI, each officer and director is 318 N. Carson Street, Suite 208, Carson City, NV 89701.

Name	Office	Shares Beneficially Owned(1)	Percent of Class(2)
Officers and Directors			
Michael Doron	Chairman, Director and Secretary	12,821	*
Charles Bream[3]	Director, CEO, CFO and Treasurer	38,462	*
All officers and directors as a group (2 persons named above)		51,283	*
5% Securities Holders			
African Graphite, Inc.[5]		3,300,000	35.5%
NMC Corp.[4] 148 Yorkville Toronto, Ontario M5R 1C2 Canada		1,615,385	17.4%

* Less than 1%.

(1) Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities.

(2) Based on 9,298,724 shares of the Company's common stock outstanding. The Company currently intends to effect a 7.8-for-1 forward stock split.

(3) Includes shares held by 360 Partners, LLC, an entity controlled by Charles Bream.

(4) Ms. Vicki Rosenthal and Mr. David Deslauriers have shared voting and dispositive power over the shares held by NMC Corp.

(5) AGI intends to cancel these shares.

Changes in Control

Except as described herein, there are currently no arrangements which may result in a change in control of the Company.

DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Directors and Executive Officers

The following table sets forth certain information as of November 14, 2013 concerning our directors and executive officers:

Name	Age	Position
Michael Doron	52	Chairman, Director and Secretary
Charles Bream	68	Director, Chief Executive Officer, Chief Financial Officer and Treasurer

Michael Doron, age 52, is an accomplished corporate leader with executive level experience in the financing of small to mid-cap private and public companies. Currently based in Stockholm, Sweden, he is also Managing Partner at DDR & Associates, a business development firm specializing in pre-IPO companies. Previously Mr. Doron was Co-Founder and a Partner in Evolution Capital, a private firm working in conjunction with DDR, and specializing in providing capital to publicly held companies using various debt instruments. He serves on the Board of Directors of MusclePharm Corp. (NASDAQ: MSLP), and is CEO and on the Board of Directors of Great East Energy, Inc. (OTCQB: GASE). We believe that Mr. Doron's qualifications and his extensive experience with emerging public companies provide a unique perspective for our board.

Charles Bream, age 68, is a seasoned executive, turnaround expert, and investor with over 30 years of experience leading companies in the telecommunications, computer, office products, and packaged goods sectors. He has managed public and private companies as president/CEO, has served as a senior executive at Fortune 500 corporations, and has worked in environments ranging in revenue from $1 million to over $15 billion. He has considerable Pacific Rim experience and currently serves on two Boards: Xnergy, Inc. (clean tech) and APTA (microelectronics). Mr. Bream is Managing Partner of 360 Partners, LLC, an M&A and merchant banking firm which he co-founded. Prior to this he served as Senior Managing Director at Glass Ratner Advisory & Capital Group, a national specialty financial advisory services firm, and as Senior Managing Director at Ballenger, Cleveland & Issa, a turnaround and restructuring firm. Prior to that, he was CEO of Esyon Corporation, a broadband wireless company that he rolled out in the U.S. and expanded into China. Mr. Bream's telecommunications experience also includes Worldwide Wireless Networks, a publicly held wireless communications company, where he was President. As Senior Vice President & General Manager of General Research Corporation's Telecommunications Division, he spearheaded that company's diversification by introducing new software product lines and services. At Cable & Wireless, Mr. Bream was Senior Vice President of U.S. Marketing & Business Development. Mr. Bream began his career in brand management at Procter & Gamble. He holds a B.S. in Electrical Engineering from the United States Naval Academy and earned an MBA from the Wharton School of Business, University of Pennsylvania. We believe that Mr. Bream's qualifications and his extensive business experience position him well as our CEO and director.

All of our directors hold their positions on the board until our next annual meeting of the shareholders, and until their successors have been qualified after being elected or appointed. Officers serve at the discretion of the board of directors.

There are no family relationships among our directors and executive officers. There is no arrangement or understanding between or among our executive officers and directors pursuant to which any director or officer was or is to be selected as a director or officer, and there is no arrangement, plan or understanding as to whether non-management shareholders will exercise their voting rights to continue to elect the current board of directors.

Our directors and executive officers have not, during the past ten years:

- had any bankruptcy petition filed by or against any business of which they were a general partner or executive officer, either at the time of the bankruptcy or within two years prior to that time,
- been convicted in a criminal proceeding and is not subject to a pending criminal proceeding,
- been subject to any order, judgment or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction, permanently or temporarily enjoining, barring, suspending or otherwise limiting his involvement in any type of business, securities, futures, commodities or banking activities; or
- been found by a court of competent jurisdiction (in a civil action), the Securities Exchange Commission or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended or vacate

Board Committees

We currently do not have standing audit, nominating or compensation committees. Currently, our entire board of directors is responsible for the functions that would otherwise be handled by these committees. We intend, however, to establish an audit committee, a nominating committee and a compensation committee of the board of directors as soon as practicable. We envision that the audit committee will be primarily responsible for reviewing the services performed by our independent auditors, evaluating our accounting policies and our system of internal controls. The nominating committee would be primarily responsible for nominating directors and setting policies and procedures for the nomination of directors. The nominating committee would also be responsible for overseeing the creation and implementation of our corporate governance policies and procedures. The compensation committee will be primarily responsible for reviewing and approving our salary and benefit policies (including stock options), including compensation of executive officers.

Audit Committee Financial Expert

The Board of Directors does not currently have Audit Committee financial expert, as defined under Item 407(d)(5)(i) of Regulation S-K.

Code of Ethics

We do not have a code of ethics but intend to adopt one in the near future.

Board Leadership Structure

Charles Bream is our Chief Executive Officer. Michael Doron is the Chairperson of our Board of Directors. We believe a board leadership structure involving one person serving as chairman and another as chief executive officer is best for our company and our stockholders. Further, we believe this separation improves the Board's oversight of management, provides greater accountability of management to stockholders, and allows the chief executive officer to focus on managing our business operations, while allowing the chairman to focus on more effectively leading the Board and overseeing our general strategic direction and extraordinary transactions.

Potential Conflict of Interest

Since we do not have an audit or compensation committee comprised of independent Directors, the functions that would have been performed by such committees are performed by our Board of Directors. Thus, there is a potential conflict of interest in that our Directors have the authority to determine issues concerning management compensation, in essence their own, and audit issues that may affect management decisions. We are not aware of any other conflicts of interest with any of our executives or Directors.

Board's Role in Risk Oversight

The Board assesses on an ongoing basis the risks faced by the Company. These risks include financial, technological, competitive, and operational risks. The Board dedicates time at each of its meetings to review and consider the relevant risks faced by the Company at that time. In addition, since the Company does not have an Audit Committee, the Board is also responsible for the assessment and oversight of the Company's financial risk exposures.

EXECUTIVE COMPENSATION

We have not paid, nor do we owe, any compensation to our executive officers for the year ending December 31, 2012. From inception through December 31, 2012, we have not paid any compensation to our officers.

Employment Agreements

On September 2, 2013, AGI and 360 Partners, LLC (the "Consultant") entered into an independent consultant agreement for the service of Mr. Charles Bream, the principal of the Consultant as AGI's Chief Executive Officer, Chief Financial Officer, Director and Treasurer for a term of six months. The agreement is automatically renewable for additional six months unless either party notifies the other at least 30 days prior to the end of the term of an intention to terminate. Under the agreement, the Consultant is compensated with a monthly cash compensation of US$3,000, payable in arrears. The Consultant also received 38,462 shares of AGI's common stock which are not subject to any vesting conditions or subject to forfeiture.

Director Compensation

For the year ended December 31, 2012, none of the members of our Board of Directors received compensation for his service as a director.

On September 2, 2013, AGI and Mr. Michael Doron entered into an independent consultant agreement for his service as AGI's Chairperson and Secretary for a term of six months. The agreement is automatically renewable for additional six months unless either party notifies the other at least 30 days prior to the end of the term of an intention to terminate. Under the agreement, Mr. Doron is compensated with monthly cash compensation of US$1,000, payable in arrears. He also received 12,821 shares of AGI's common stock which are not subject to any vesting conditions or subject to forfeiture.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Transactions with related persons

On September 26, 2012, we issued an aggregate of 3,000,000 shares of our common stock to our sole officer and director, Mr. Mohsin Mulla, for a purchase price of $0.005 per share for aggregate consideration of $15,000. On November 1, 2013, we issued 300,000 shares of our common stock to Mr. Mulla for aggregate consideration of $300.

On November 14, 2013, Mr. Mulla and AGI entered into and consummated transactions pursuant to a Stock Purchase Agreement whereby Mr. Mulla sold to AGI for $76,000 all 3,300,000 of his shares of the Company's common stock representing approximately 50.8% of the then issued and outstanding shares of common stock.

On November 14, 2013, the Company issued 1,615,385 shares of its common stock to NMC in connection with the option grant under the Option Agreement.

Other than the above transactions or as otherwise set forth in this report or in any reports filed by the Company with the SEC, there have been no related party transactions, or any other transactions or relationships required to be disclosed pursuant to Item 404 of Regulation S-K. The Company is currently not a subsidiary of any company.

The Company's Board conducts an appropriate review of and oversees all related party transactions on a continuing basis and reviews potential conflict of interest situations where appropriate. The Board has not adopted formal standards to apply when it reviews, approves or ratifies any related party transaction. However, the Board believes that the related party transactions are fair and reasonable to the Company and on terms comparable to those reasonably expected to be agreed to with independent third parties for the same goods and/or services at the time they are authorized by the Board.

Director Independence

We are not subject to listing requirements of any national securities exchange and, as a result, we are not at this time required to have our board comprised of a majority of "Independent Directors." We do not believe that any of our directors currently meets the definition of "independent" as promulgated by the rules and regulations of NASDAQ.

LEGAL PROCEEDINGS

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business. We are currently not aware of any such legal proceedings or claims that we believe will have a material adverse effect on our business, financial condition or operating results.

MARKET PRICE OF AND DIVIDENDS ON OUR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

Our Common Stock, $.0001 par value, is quoted on the OTC Bulletin Board under the symbol "ZWJW." There were no reported quotations for our common stock during the fiscal years 2011 and 2012.

As of November 18, 2013, we had approximately 37 shareholders of record. The holders of common stock are entitled to one vote for each share held of record on all matters submitted to a vote of stockholders. Holders of the common stock have no preemptive rights and no right to convert their common stock into any other securities. There are no redemption or sinking fund provisions applicable to the common stock

Dividends

Since our inception, we have not declared nor paid any cash dividends on our capital stock and we do not anticipate paying any cash dividends in the foreseeable future. Our current policy is to retain any earnings in order to finance our operations. Our Board of Directors will determine future declarations and payments of dividends, if any, in light of the then-current conditions it deems relevant and in accordance with applicable corporate law.

Securities Authorized for Issuance under Equity Compensation Plans

We have no existing equity compensation plan.

RECENT SALES OF UNREGISTERED SECURITIES; USE OF PROCEEDS FROM REGISTERED SECURITIES

Reference is made to the disclosure set forth under Item 3.02 of this report, which disclosure is incorporated herein by reference.

DESCRIPTION OF SECURITIES

The following is a summary description of material provisions of our securities.

Common Stock

Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of our stockholders. Holders of our common stock are entitled to receive dividends ratably, if any, as may be declared by the Board of Directors out of legally available funds, subject to any preferential dividend rights of any outstanding preferred stock (there are none currently). Upon our liquidation, dissolution or winding up, the holders of our common stock are entitled to receive ratably our net assets available after the payment of all debts and other liabilities and subject to the prior rights of any outstanding preferred stock.

Holders of our common stock have no preemptive, subscription, redemption or conversion rights. The outstanding shares of common stock are fully paid and non-assessable. The rights, preferences and privileges of holders of our common stock are subject to, and may be adversely affected by, the rights of holders of shares of any series of preferred stock which we may designate and issue in the future without further shareholder approval.

We have authorized 100,000,000 shares of common stock, par value $0.0001 per share. As of November 18, 2013, there were 9,298,724 shares of common stock issued and outstanding.

Globex Transfer, LLC of 780 Deltona Blvd., Suite 202, Deltona, FL 32725 is the registrar and transfer agent for our common stock. Their website is http://www.globextransfer.com/, their phone number is (813) 344-4490 and their fax number is (386) 267-3124.

Preferred Stock

We have authorized 25,000,000 shares of “blank check” preferred stock, par value $0.0001 per share. No shares of preferred stock are currently issued and outstanding. Our Board of Directors has the authority, without further action by the stockholders, to issue from time to time the blank check preferred stock in one or more series for such consideration and with such relative rights, privileges, preferences and restrictions that the Board may determine. The preferences, powers, rights and restrictions of different series of preferred stock may differ with respect to dividend rates, amounts payable on liquidation, voting rights, conversion rights, redemption provisions, sinking fund provisions and purchase funds and other matters. The issuance of preferred stock could adversely affect the voting power or other rights of the holders of common stock.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Our by-laws provide for the indemnification of our directors, officers, employees, and agents, under certain circumstances, against attorney's fees and other expenses incurred by them in any litigation to which they become a party arising from their association with or activities on our behalf. We will also bear the expenses of such litigation for any of our directors, officers, employees, or agents, upon such persons promise to repay us therefore if it is ultimately determined that any such person shall not have been entitled to indemnification. This indemnification policy could result in substantial expenditures by us, which it may be unable to recoup.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is, therefore unenforceable.

At the present time, there is no pending litigation or proceeding involving a director, officer, employee or other agent of ours in which indemnification would be required or permitted. We are not aware of any threatened litigation or proceeding which may result in a claim for such indemnification.

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Please see Item 9.01 - “Financial Statements and Exhibits” of this Current Report.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Commission, located on 100 F Street NE, Washington, D.C. 20549, Current Reports on Form 8-K, Quarterly Reports on Form 10-Q, and other reports, statements and information as required under the Securities Exchange Act of 1934, as amended.

The reports, statements and other information that we have filed with the Commission may be read and copied at the Commission's Public Reference Room at 100 F Street NE, Washington, D.C. 20549. The public may obtain information on the operation of the Public Reference Room by calling the Commission at 1-800-SEC-0330.

The Commission maintains a web site (http://www.sec.gov.) that contains the registration statements, reports, proxy and information statements and other information regarding registrants that file electronically with the Commission such as us. You may access our Commission filings electronically at this Commission website. These Commission filings are also available to the public from commercial document retrieval services.

ITEM 3.02 UNREGISTERED SALES OF EQUITY SECURITIES

Please refer to Item 1.01 - “Entry into a Material Definitive Agreement” for a description of the unregistered sales of equity securities as a result of the Merger, which is incorporated in its entirety into this Item 3.02.

The issuances of the shares of Common Stock under the Share Exchange Agreement, the Subscription Agreement and the Option Agreement were exempt from registration under the Securities Act pursuant to Section 4(2) of the Securities Act, Regulation D and Regulation S promulgated thereunder.

ITEM 5.01 CHANGES IN CONTROL OF REGISTRANT

On June 1, 2013, Mr. Mulla and AGI entered into a Stock Purchase Agreement, pursuant to which on November 14, 2013 Mr. Mulla sold to AGI 3,300,000 shares of the Company’s common stock representing approximately 50.8% of the then issued and outstanding shares of common stock.

On November 14, 2013, the Company entered into and consummated the transactions contemplated by the Share Exchange Agreement with AGI and its shareholders whereby the Company purchased from the shareholders of AGI all issued and outstanding shares of AGI's common stock in consideration of the issuance of 1,151,288 shares of common stock of the Company.

These transactions resulted in (i) a change in control of Zewar with AGI and the shareholders of AGI owning approximately 58.2% of the then issued and outstanding shares of common stock of Zewar, and (ii) appointment of certain nominees of the shareholders of AGI as directors and officers of Zewar and resignation of Mohsin Mulla as director, chief executive officer, chief financial officer, secretary and treasurer of Zewar.

ITEM 5.02 DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

Please refer to Item 2.01 - "Completion of Acquisition or Disposition of Assets "- "Our Directors and Executive Officers," which description is in its entirety incorporated by reference to this Item 5.02 of this report.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE OF FISCAL YEAR

On November 14, 2013, our board of directors approved a change in our fiscal year end from October 31 to December 31 which is the fiscal year end of AGI. This change is being effectuated in connection with the share exchange described in Item 2.01 above.

ITEM 5.06 CHANGE IN SHELL COMPANY STATUS

As a result of the Share Exchange as described in Items 1.01 and 2.01, which description is incorporated by reference in this Item 5.06 of this report, we ceased being a shell company as such term is defined in Rule 12b-2 under the Exchange Act.

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS

(a) The financial statements of AGI are appended to this report beginning on page F-1, and unaudited proforma financial statements of Zewar are appended to this report beginning on page F-11.

(d) The following exhibits are filed with this report:

Exhibit No.	Description
2.1	Share Exchange Agreement.
10.1	Form of Option Agreement.
10.2	Form of Subscription Agreement.
10.3	Stock Purchase Agreement by and between Mr. Mulla and AGI.
10.4	Independent Consultant Agreement dated September 2, 2013 by and between AGI and Michael Doron.
10.5	Independent Consultant Agreement dated September 2, 2013 by and between AGI and 360 Partners, LLC.
21.1	List of subsidiaries.

African Graphite, Inc.

Index to Financial Statements

CERTIFIED PUBLIC ACCOUNTANTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors

African Graphite, Inc. (a development stage company)

We have audited the accompanying balance sheet of African Graphite, Inc. (the "Company") (a development stage company) as of September 30, 2013, and the related statements of operations, stockholders' deficit and cash flows for the year then ended and for the period from August 29, 2013 (Inception) through September 30, 2013. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. The Company was not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of September 30, 2013, and the results of its operations and its cash flows for the year then ended and for the period from August 29, 2013 (Inception) through September 30, 2013, in conformity with accounting principles generally accepted in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has had no revenues and income since inception. These conditions, among others, raise substantial doubt about the Company's ability to continue as a going concern. Management's plans concerning these matters are also described in Note 1, which includes the raising of additional equity financing or merger with another entity. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ Anton & Chia, LLP

Newport Beach, CA

November 20, 2013

AFRICAN GRAPHITE, INC.
(A DEVELOPMENT STAGE COMPANY)

BALANCE SHEET
SEPTEMBER 30, 2013

ASSETS	
Current asset:	
Cash	$ -
Total assets	$ -
LIABILITIES AND STOCKHOLDERS' DEFICIT	
Current liabilities:	
Accounts payable	$ 4,967
Related party payables	4,000
Total current liabilities	8,967
Total liabilities	8,967
Stockholders' deficit:	
Common stock - $.001 par value; 1,000,000 shares authorized; 575,644 shares outstanding	576
Accumulated deficit	(9,543)
Total stockholders' deficit	(8,967)
Total liabilities and stockholders' deficit	$ -

The accompanying notes are an integral part of these financial statements.

AFRICAN GRAPHITE, INC.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF OPERATIONS
FROM AUGUST 29, 2013 (INCEPTION) TO SEPTEMBER 30, 2013

INCOME	$ -
OPERATING EXPENSES	
Organizational expenses	576
Professional fees	8,967
Total Operating Expenses	9,543
NET LOSS APPLICABLE TO COMMON SHARES	$ (9,543)
NET LOSS PER BASIC AND DILUTED SHARES	$ (0.02)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	505,869

The accompanying notes are an integral part of these financial statements.

AFRICAN GRAPHITE, INC.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF CHANGES IN STOCKHOLDERS' DEFICIT
FROM AUGUST 29, 2013 (INCEPTION) TO SEPTEMBER 30, 2013

	Common Stock		Additional Paid-in	Accumulated	Total Stockholders'
	Shares	Amount	Capital	Deficit	Deficit
Balances at August 29, 2013 (Inception)	-	$ -	$ -	$ -	$ -
Common shares issued to founders	575,644	576	-	-	576
Net loss for the period ended September 30, 2013	-	-	-	(9,543)	(9,543)
Balances at September 30, 2013	575,644	$ 576	$ -	$ (9,543)	$ (8,967)

The accompanying notes are an integral part of these financial statements.

AFRICAN GRAPHITE, INC.
(A DEVELOPMENT STAGE COMPANY)
STATEMENT OF CASH FLOWS
FROM AUGUST 29, 2013 (INCEPTION) TO SEPTEMBER 30, 2013

Operating Activities:	
Net loss	$ (9,543)
Adjustments to reconcile net loss to net cash used in operating activities:	
Common shares issued for services	576
Changes in assets and liabilities:	
Accounts payable and accrued liabilities	4,967
Related party payable	4,000
Net Cash Used in Operating Activities	-
Investing Activities:	-
Financing Activities:	-
Net Increase in Cash	-
Cash, Beginning of Year	-
Cash, End of Year	$ -
Supplemental Disclosures of Cash flow information:	
Cash paid for interest	$ -
Cash paid for taxes	$ -

The accompanying notes are an integral part of these financial statements.

African Graphite, Inc.
Notes to the Financial Statements
Period Ended September 30, 2013

NOTE 1 – ORGANIZATION

African Graphite, Inc. was incorporated in Nevada on August 29, 2013 and is a development-stage entity. The Company's current business plan is to complete the acquisition transaction contemplated by the Option Agreement and as a result to engage in the business of developing graphite properties located in Namibia. The Company is based in Carson City, Nevada.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Development Stage Company
The Company is considered to be in the development stage as defined in ASC 915-10-05, *"Development Stage Entity."* The Company is devoting substantially all of its efforts to the execution of its business plan.

Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents
Cash and cash equivalents consists principally of currency on hand, demand deposits at commercial banks, and liquid investment funds having a maturity of three months or less at the time of purchase.
Start-up Costs
In accordance with ASC 720-15-20, *"Start-up Activities,"* the Company expenses all costs incurred in connection with the start-up and organization of the Company.

Common Stock Issued For Other Than Cash
Services purchased and other transactions settled in the Company's common stock are recorded at the estimated fair value of the stock issued if that value is more readily determinable than the fair value of the consideration received.

Income Taxes
Provisions for income taxes are based on taxes payable or refundable and deferred taxes. Deferred taxes are provided on differences between the tax bases of assets and liabilities and their reported amounts in the financial statements and tax operating loss carry forwards. Deferred tax assets and liabilities are included in the financial statements at currently enacted income tax rates applicable to the period in which the deferred tax assets and liabilities are expected to be realized or settled. As changes in tax laws or rates are enacted, deferred tax assets and liabilities are adjusted through the provision for income taxes. Assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold based on the technical merits of the positions. Estimated interest and penalties related to uncertain tax positions are included as a component of general and administrative expense.

Basic and Diluted Loss per Common Share
Basic loss per common share amounts are computed by dividing net loss by the weighted-average number of shares of common stock outstanding during each period. Diluted loss per share amounts are computed assuming the issuance of common stock for potentially dilutive common stock equivalents.

Fair Value of Financial Instruments
The carrying amounts reported in the balance sheets for accounts payable, and related party payables approximate fair value because of the immediate or short-term maturity of these financial instruments. The carrying amounts reported for convertible notes payable approximate fair value based on the value of the common stock into which the notes are convertible. The carrying amounts reported for notes payable approximate fair value because the underlying instruments are at interest rates that approximate current market rates.

Recent Accounting Pronouncements

The Company has evaluated recent accounting pronouncements and their adoption has not had nor is it expected to have a material impact on the Company's financial position, or statements.

NOTE 3 - PROVISION FOR INCOME TAXES

The Company recognizes the tax effects of transactions in the year in which such transactions enter into the determination of net income regardless of when reported for tax purposes. Deferred taxes are provided in the financial statements under FASC 740-10-65-1 to give effect to the temporary differences which may arise from differences in the bases of fixed assets, depreciation methods and allowances based on the income taxes expected to be payable in future years. Minimal development stage deferred tax assets arising as a result of net operating loss carry-forwards have been offset completely by a valuation allowance due to the uncertainty of their utilization in future periods. Operating loss carry-forwards generated during the period from August 29, 2013 (date of inception) through September 30, 2013 of approximately $3,704 will begin to expire in 2033.

Accordingly, deferred tax assets related to the net operating loss of approximately $3,704 were fully reserved as of September 30, 2013.

The Company recognizes interest accrued relative to unrecognized tax benefits in interest expense and penalties in operating expense. During the period from August 29, 2013 (inception) to September 30, 2013 the Company recognized no income tax related interest and penalties. The Company had no accruals for income tax related interest and penalties at September 30, 2013.

NOTE 4 - STOCKHOLDERS' DEFICIT

As of September 30, 2013 the Company has 1,000,000 shares of common stock authorized with a par value of $.001 per share. 575,644 shares have been issued to founders, of which, 25,642 of these shares were issued to the President and director as part of their consulting agreements, further discussed in note 6. The shares were valued at par for a value of $576.

NOTE 5 – ACCOUNTS PAYABLE

As of September 30, 2013, the Company's accounts payable totaled $4,967. The following table shows the content of the account as of September 30, 2013:

Professional Fees	$ 4,967
Total Accounts Payable	$ 4,967

NOTE 6 – RELATED PARTY PAYABLES

The related party payables consist of compensations to the Company's acting Chairman and acting CEO for their services. Each of them is to receive monthly cash payment in addition to the Company's common shares for the period of August 29, 2013 through September 30, 2013. Under the consulting agreements, the acting Chairman and acting CEO are to receive monthly compensation in the amount of $3,000 and $1,000 plus expense reimbursements respectively. The total of compensation and payables to these related party for the period ended September 30, 2013 totaled $4,000.

NOTE 7 -GOING CONCERN

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, which contemplates continuation of the Company as a going concern. The Company has incurred approximately $9,543 in operating deficit since its inception, and has generated no operating revenue, which could raise substantial doubt about the Company's ability to continue as a going concern.

In view of these matters, realization of the assets of the Company is dependent upon the Company's ability to meet its financial requirements through equity financing and the success of future operations. These financial statements do not include adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue in existence.

NOTE 8 – SUBSEQUENT EVENTS

In accordance with ASC 855-10, The Company has evaluated events from September 30, 2013 through the date the financial statements were issued.

Share Exchange Agreement

On November 14, 2013, the Company consummated transactions pursuant to a Share Exchange Agreement (the "Share Exchange Agreement") with Zewar Jewellery, Inc. dated November 14, 2013 by and among the Company and the stockholders of the Company whereby the Company's Stockholders transferred 100% of the outstanding shares of common stock of the Company held by them, in exchange for an aggregate of 1,151,288 newly issued shares of the Zewar Jewelly's common stock with a par value $.001 per share ("Common Stock").

Stock Purchase Option Agreement

On November 14, 2013, the Company entered into a Stock Purchase Option Agreement (the "Option Agreement") with NMC Corp., a corporation organized under the laws of the Province of Ontario, Canada ("NMC"), whereby NMC granted to the Company an option to purchase 90 ordinary shares, par value one Namibian dollar per share, of Gazania Investments Two Hundred and Forty Two (Proprietary) Limited, a corporation organized under the laws of the Republic of Namibia ("Gazania"), representing 90% of the issued and outstanding shares of Gazania, for $240,000. NMC had entered into an option agreement dated March 29, 2013, as amended on November 4, 2013 (the "Centre Agreement"), with Centre for Geoscience Research CC (formerly known as "Industrial Minerals and Rock Research Centre CC"), a company organized under the laws of the Republic of Namibia ("Centre"), whereby Centre agreed to transfer to Gazania 100% undivided interest in the exclusive prospecting license No. 3895 known as AUKUM originally issued to Centre by the government of the Republic of Namibia on April 4, 2011 and renewed on April 4, 2013 (the "License"). The License grants the right to conduct prospecting operations in the license area called AUKAM located in southern Namibia in the Karas Region within the Betaine district. The license area covers about 49,127 hectares. The only mine in Namibia which has produced graphite is situated in the license area. The ore body lies on the eastern slope of a prominent range of hills which rises 120 to 150 meters above the level of the surrounding sand-covered valleys. The country rock consists almost entirely of grayish, medium-to-coarse grained granite and gneissic rocks of the Namaqualand Metamorphic Complex.

Under the Option Agreement, the Company is required to pay to NMC $90,000 as an advance payment to be credited towards the purchase price of the Gazania shares. The Company made the advance payment out of the proceeds of the Private Placement. The balance of the purchase price in the amount of $150,000 shall be paid by the Company to NMC or Centre upon exercise of the option to be completed on or before December 31, 2013. If the Company elects not to exercise the option to purchase the Gazania shares, NMC is required to return to the Company the advance payment. Additionally, the Company undertook to provide at least $260,000 of working capital to or for the benefit of Gazania on or before June 30, 2014. This obligation by the Company will be secured by the pledge of all the shares of Gazania to be acquired by the Company upon exercise of the option under the Option Agreement.

On November 14, 2013, the Company issued 1,615,385 shares of Common Stock to NMC in connection with the option grant closing under the Option Agreement. Such Common Stock was issued in accordance with an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), under Section 4(2) of the Securities Act by virtue of compliance with the provisions of Regulation S under the Securities Act.

In connection with the issuance of 1,615,385 shares of Common Stock, NMC entered into a Stock Escrow Agreement and a Lock-Up Agreement with Zewar. Pursuant to the Stock Escrow Agreement, NMC delivered to the escrow agent the shares of Common Stock issued to it to be held by the escrow agent pending the closing of the option exercise to purchase shares of Gazania by the Company under the Option Agreement in which case such 1,615,385 shares of Common Stock will be released by the escrow agent to NMC. Shall the parties to the Option Agreement fail to consummate the purchase of the Gazania shares by the Company; the escrowed shares will be cancelled. NMC has no right to vote the escrowed shares until such time as they are eligible for release to NMC.

Under such Lockup Agreement, NMC agreed not to offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, sell short, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of any shares of Common Stock, or enter into any swap or other arrangement that transfers any economic consequences of ownership of Common Stock until 12 months after the date therein.

Private Placement of Common Stock

On November 14, 2013, the Company entered into and consummated transactions pursuant to the Subscription Agreement (the "Subscription Agreement") with certain accredited investors whereby the Company issued and sold to the investors for $7.80 per share an aggregate of 32,051 shares of the Company's Common Stock for an aggregate purchase price of $250,000 (the "Private Placement"). Such Common Stock was issued in accordance with an exemption from the registration requirements of the Securities Act under Section 4(2) of the Securities Act by virtue of compliance with the provisions of Regulation D and/or Regulation S under the Securities Act.

The unaudited pro forma consolidated balance sheet and statement of operations reflects amounts as if the transaction, which concluded on November 14, 2013, had occurred on September 30, 2013 by and between Zewar Jewellery, Inc. (the "Company") and African Graphite, Inc. ("AGI"), a corporation incorporated under the laws of the State of Nevada.

The information presented in the unaudited pro forma combined financial statements does not purport to represent what the financial position or results of operations would have been had the acquisition occurred as of September 30, 2013, nor is it indicative of future financial position or results of operations. You should not rely on this information as being indicative of the historical results that would have been achieved had the companies always been combined, or the future result that the combined company will experience after the Exchange Transaction is consummated.

The pro forma adjustments are based upon available information and certain assumptions that the Company believes are reasonable under the circumstances. The unaudited pro forma financial statements should be read in conjunction with the accompanying notes and assumptions and the historical financial statements of the Company and AGI.

On November 14, 2013, the Company consummated transactions pursuant to a Share Exchange Agreement (the "Share Exchange Agreement") with AGI dated November 14, 2013 by and among the Company and the stockholders of the Company whereby the Company's Stockholders transferred 100% of the outstanding shares of common stock of the Company held by them, in exchange for an aggregate of 1,151,288 newly issued shares of the Company's common stock with a par value $.001 per share ("Common Stock") for 575,644 shares of AGI.

Zewar Jewellery
Unaudited Proforma Consolidated Balance Sheet

	African Graphite, Inc. September 30, 2013	Zewar Jewellery, Inc. July 31, 2013		Adjustments	Consolidated
ASSETS					
Current assets:					
Cash	$ -	$ 8,858			$ 8,858
Total current assets	-	8,858			8,858
Total assets	$ -	$ 8,858			$ 8,858
LIABILITIES AND STOCKHOLDERS' DEFICIT					
Current liabilities:					
Accounts payable	$ 4,967	$ 525			$ 5,492
Related party payables	4,000	-			4,000
Total current liabilities	8,967	525			9,492
Total liabilities	8,967	525			9,492
Stockholders' equity (deficit):					
Common stock - $.001 par value; 1,000,000 shares authorized; 575,644 shares outstanding	576	620	a	(576)	735
			a	115	
Additional paid-in capital	-	46,380	b	(9,543)	37,413
			a	576	
			a	(115)	
Accumulated deficit	(9,543)	(38,667)	b	9,543 a	(38,667)
Total stockholders' deficit	(8,967)	8,333			(519)
Total liabilities and stockholders' deficit	$ -	$ 8,858			$ 8,973

Zewar Jewellery, Inc.
Unaudited Proforma Consolidated Statement of Operations
For the Period form Inception [August 29, 2013] to September 30, 3013 for African Graphite, Inc.
For the Nine Months Ended July 31, 2013 Zewar Jewellery, Inc.
FROM AUGUST 29, 2013 (INCEPTION) TO SEPTEMBER 30, 2013

	African Graphite, Inc. From Inception [August 29, 2013] to September 30, 2013	Zewar Jewellery, Inc. For the Nine Months Ended July 31, 2013	Adjustments	Consolidated
INCOME	$ -	$ -		$ -
OPERATING EXPENSES				
Organizational expenses	576	-		576
General and administrative expenses	-	16,192		16,192
Professional fees	8,967	21,440		30,407
Total Operating Expenses	9,543	37,632		47,175
NET LOSS APPLICABLE TO COMMON SHARES	$ (9,543)	$ (37,632)		$ (47,175)
NET LOSS PER BASIC AND DILUTED SHARES	$ (0.02)	$ (0.01)		$ (0.01)
WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING	505,869	3,761,905		3,360,000

Pro Forma adjustments:

(a) 575,644 shares cancelled and 2 for 1 issuance of 1,151,288 in respect to the share exchange agreement
(b) Transfer of the accumulated deficit during the exploration stage to additional paid in capital.

SIGNATURES

Pursuant to the requirements of the Securities and Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Zewar Jewellery, Inc.

Dated: November 20, 2013

By: */s/ Charles Bream*
Name: Charles Bream
Title: Chief Executive Officer

Exhibit 2.1

SHARE EXCHANGE AGREEMENT

This SHARE EXCHANGE AGREEMENT, dated as of November 14, 2013 (the "Agreement") by and among ZEWAR JEWELLERY, INC., a Nevada corporation ("ZWJW"), AFRICAN GRAPHITE, INC., a Nevada corporation ("AGI"), and the stockholders of AGI whose names are set forth on Exhibit A attached hereto (the "AGI Stockholders").

WHEREAS, the AGI Stockholders own 100% of the issued and outstanding shares of common stock, par value $0.001 per share, of AGI (the "AGI Shares"); and

WHEREAS, subject to the terms and conditions of this Agreement, the AGI Stockholders believe it is in their best interests to exchange all of the AGI Shares for an aggregate of 1,151,288 shares of Common Stock, par value $.0001 per share of ZWJW ("ZWJW Shares"), constituting two (2) ZWJW Shares for each one AGI Share exchanged;

WHEREAS, ZWJW believes it is in its best interests to acquire the AGI Shares in exchange for ZWJW Shares.

NOW, THEREFORE, in consideration of the mutual terms, conditions and other agreements set forth herein, the parties hereto hereby agree as follows:

ARTICLE I

EXCHANGE OF SHARES

Section 1.1 Agreement to Exchange ZWJW Shares for AGI Shares. On the Closing Date (as hereinafter defined) and upon the terms and subject to the conditions set forth in this Agreement, the AGI Stockholders shall sell, assign, transfer, convey and deliver to ZWJW 575,644 AGI Shares (representing 100% of the issued and outstanding ordinary shares of AGI), and ZWJW shall accept such securities from the AGI Stockholders in exchange for the issuance to the AGI Stockholders of the number of ZWJW Shares set forth opposite the names of the AGI Stockholders on Exhibit A hereto.

Section 1.2 Capitalization. On the Closing Date, immediately before the exchange to be consummated pursuant to this Agreement, ZWJW shall have authorized 100,000,000 shares of common stock, par value $.0001 per share, of which 6,500,000 shares shall be issued and outstanding, all of which are duly authorized, validly issued and fully paid, and 25,000,000 shares of preferred stock, par value $.0001 per share, none of which is issued and outstanding.

Section 1.3 Closing. The closing of the exchange to be made pursuant to this Agreement (the "Closing") shall take place at 10:00 a.m. E.S.T. on the business day after which each of the parties hereto has executed this Agreement, or at such other time and date as the parties hereto shall agree in writing (the "Closing Date"), at the offices of Ofsink, LLC, 900 Third Avenue, 5th Floor, New York, New York 10022. Within three (3) business days after the Closing, the AGI Stockholders shall deliver to ZWJW the stock certificates representing the AGI Shares, duly endorsed in blank for transfer or accompanied by appropriate stock powers duly executed in blank. In full consideration for the AGI Shares, ZWJW shall issue and exchange with the AGI Stockholders 1,151,288 ZWJW Shares as set forth on Exhibit A hereto.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF ZWJW

ZWJW hereby represents, warrants and agrees as follows:

Section 2.1 Corporate Organization

a. ZWJW is a corporation duly organized, validly existing and in good standing under the laws of Nevada, and has all requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted and is duly qualified to do business in good standing in each jurisdiction in which the nature of the business conducted by ZWJW or the ownership or leasing of its properties makes such qualification and being in good standing necessary, except where the failure to be so qualified and in good standing will not have a material adverse effect on the business, operations, properties, assets, condition or results of operation of ZWJW (a "ZWJW Material Adverse Effect");

b. Copies of the Articles of Incorporation and By-laws of ZWJW, with all amendments thereto to the date hereof, have been furnished to AGI and the AGI Stockholders, and such copies are accurate and complete as of the date hereof. The minute books of ZWJW are current as required by law, contain the minutes of all meetings of the Board of Directors and shareholders of ZWJW from its date of incorporation to the date of this Agreement, and adequately reflect all material actions taken by the Board of Directors and shareholders of ZWJW.

Section 2.2 Capitalization of ZWJW. The authorized capital stock of ZWJW consists of (a) 100,000,000 shares of Common Stock, par value $.0001 per share, of which 6,500,000 shares shall be issued and outstanding, all of which are duly authorized, validly issued and fully paid, and (b) 25,000,000 shares of preferred stock, par value $.0001 per share, none of which is issued and outstanding. All of the ZWJW Shares to be issued pursuant to this Agreement have been duly authorized and will be validly issued, fully paid and non-assessable and no personal liability will attach to the ownership thereof. As of the Closing Date, there will be, no outstanding options, warrants, agreements, commitments, conversion rights, preemptive rights or other rights to subscribe for, purchase or otherwise acquire any shares of capital stock or any un-issued or treasury shares of capital stock of ZWJW.

Section 2.3 Subsidiaries and Equity Investments. ZWJW has no subsidiaries or equity interest in any corporation, partnership or joint venture.

Section 2.4 Authorization and Validity of Agreements. ZWJW has all corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by ZWJW and the consummation by ZWJW of the transactions contemplated hereby have been duly authorized by all necessary corporate action of ZWJW, and no other corporate proceedings on the part of ZWJW are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

Section 2.5 No Conflict or Violation. The execution, delivery and performance of this Agreement by ZWJW does not and will not violate or conflict with any provision of its Articles of Incorporation or By-laws, and does not and will not violate any provision of law, or any order, judgment or decree of any court or other governmental or regulatory authority, nor violate or result in a breach of or constitute (with due notice or lapse of time or both) a default under, or give to any other entity any right of termination, amendment, acceleration or cancellation of, any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which ZWJW is a party or by which it is bound or to which any of their respective properties or assets is subject, nor will it result in the creation or imposition of any lien, charge or encumbrance of any kind whatsoever upon any of the properties or assets of ZWJW, nor will it result in the cancellation, modification, revocation or suspension of any of the licenses, franchises, permits to which ZWJW is bound.

Section 2.6 Consents and Approvals. No consent, waiver, authorization or approval of any governmental or regulatory authority, domestic or foreign, or of any other person, firm or corporation, is required in connection with the execution and delivery of this Agreement by ZWJW or the performance by ZWJW of its obligations hereunder.

Section 2.7 Absence of Certain Changes or Events. Since October 31, 2012:

a. ZWJW has operated in the ordinary course of business consistent with past practice and there has not been any material adverse change in the assets, properties, business, operations, prospects, net income or condition, financial or otherwise of ZWJW. As of the date of this Agreement, ZWJW does not know or have reason to know of any event, condition, circumstance or prospective development which threatens or may threaten to have a material adverse effect on the assets, properties, operations, prospects, net income or financial condition of ZWJW;

b. there has not been any declaration, setting aside or payment of dividends or distributions with respect to shares of capital stock of ZWJW or any redemption, purchase or other acquisition of any capital stock of ZWJW or any other of ZWJW's securities; and

c. there has not been an increase in the compensation payable or to become payable to any director or officer of ZWJW.

Section 2.8 Disclosure. This Agreement and any certificate attached hereto or delivered in accordance with the terms hereby by or on behalf of ZWJW in connection with the transactions contemplated by this Agreement, when taken together, do not contain any untrue statement of a material fact or omit any material fact necessary in order to make the statements contained herein and/or therein not misleading.

Section 2.9 Survival. Each of the representations and warranties set forth in this Article II shall be deemed represented and made by ZWJW at the Closing as if made at such time and shall survive the Closing for a period terminating on the second anniversary of the date of this Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF AGI AND THE AGI STOCKHOLDERS

AGI and each of the AGI Stockholders, severally, represent, warrant and agree as follows:

Section 3.1 Corporate Organization.

a. AGI is duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted and is duly qualified to do business in good standing in each jurisdiction in where the nature of the business conducted by AGI or the ownership or leasing of its properties makes such qualification and being in good standing necessary, except where the failure to be so qualified and in good standing will not have a material adverse effect on the business, operations, properties, assets, condition or results of operation of AGI (a "AGI Material Adverse Effect").

b. Copies of the Certificate of Incorporation and By-laws of AGI, with all amendments thereto to the date hereof, have been furnished to ZWJW, and such copies are accurate and complete as of the date hereof. The minute books of AGI are current as required by law, contain the minutes of all meetings of the Board of Directors and stockholders of AGI, and committees of the Board of Directors of AGI from the date of incorporation to the date of this Agreement, and adequately reflect all material actions taken by the Board of Directors, shareholders and committees of the Board of Directors of AGI.

Section 3.2 Capitalization of AGI; Title to the AGI Shares. On the Closing Date, immediately before the transactions to be consummated pursuant to this Agreement, AGI shall have authorized 1,000,000 shares of common stock, par value $0.001 per share, of which 575,644 shares will be issued and outstanding. There are no outstanding options, warrants, agreements, commitments, conversion rights, preemptive rights or other rights to subscribe for, purchase or otherwise acquire any shares of capital stock or any un-issued or treasury shares of capital stock of AGI.

Section 3.3 Subsidiaries and Equity Investments; Assets. Except as set forth on Schedule 3.3 attached hereto, as of the date hereof and on the Closing Date, AGI does not and will not directly or indirectly, own any shares of capital stock or any other equity interest in any entity or any right to acquire any shares or other equity interest in any entity and AGI does not and will not have any assets or liabilities.

Section 3.4 Authorization and Validity of Agreements. AGI has all corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by AGI and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of AGI are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. No AGI stockholder approvals are required to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by each AGI Stockholder which is not a natural person ("Entity Shareholder") and the consummation of the transactions contemplated hereby by each Entity Shareholder have been duly authorized by all necessary action by the Entity Shareholder and no other proceedings on the part of AGI or any AGI Stockholder are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

Section 3.5 No Conflict or Violation. The execution, delivery and performance of this Agreement by AGI or any AGI Stockholder does not and will not violate or conflict with any provision of the constituent documents of AGI, and does not and will not violate any provision of law, or any order, judgment or decree of any court or other governmental or regulatory authority, nor violate, result in a breach of or constitute (with due notice or lapse of time or both) a default under or give to any other entity any right of termination, amendment, acceleration or cancellation of any contract, lease, loan agreement, mortgage, security agreement, trust indenture or other agreement or instrument to which AGI or any AGI Stockholder is a party or by which it is bound or to which any of its respective properties or assets is subject, nor result in the creation or imposition of any lien, charge or encumbrance of any kind whatsoever upon any of the properties or assets of AGI or any AGI Stockholder, nor result in the cancellation, modification, revocation or suspension of any of the licenses, franchises, permits to which AGI or any AGI Stockholder is bound.

Section 3.6 Investment Representations.

a. The ZWJW Shares will be acquired hereunder solely for the account of the AGI Stockholders, for investment, and not with a view to the resale or distribution thereof. Each AGI Stockholder understands and is able to bear any economic risks associated with such AGI Stockholder's investment in the ZWJW Shares. Each AGI Stockholder has had full access to all the information such AGI Stockholder considers necessary or appropriate to make an informed investment decision with respect to the ZWJW Shares to be acquired under this Agreement. Each AGI Stockholder further has had an opportunity to ask questions and receive answers from ZWJW's management regarding ZWJW and to obtain additional information (to the extent ZWJW's management possessed such information or could acquire it without unreasonable effort or expense) necessary to verify any information furnished to such AGI Stockholder or to which such AGI Stockholder had access.

b. To the best knowledge of each of the AGI Stockholders, this Agreement and the transactions contemplated herein are not part of a plan or scheme to evade the registration provisions of the Securities Act, and the ZWJW Shares are being acquired by the AGI Stockholders for investment purposes.

Section 3.7 Brokers' Fees. No AGI Stockholder has any liability to pay any fees or commissions or other consideration to any broker, finder, or agent with respect to the transactions contemplated by this Agreement.

Section 3.8 Disclosure. This Agreement, the schedules hereto and any certificate attached hereto or delivered in accordance with the terms hereby by or on behalf of AGI or the AGI Stockholders in connection with the transactions contemplated by this Agreement, when taken together, do not contain any untrue statement of a material fact or omit any material fact necessary in order to make the statements contained herein and/or therein not misleading.

Section 3.9 Survival. Each of the representations and warranties set forth in this Article III shall be deemed represented and made by AGI and the AGI Stockholders at the Closing as if made at such time and shall survive the Closing for a period terminating on the second anniversary of the date of this Agreement.

ARTICLE IV

COVENANTS

Section 4.1 Certain Changes and Conduct of Business.

a. From and after the date of this Agreement and until the Closing Date, ZWJW shall conduct its business solely in the ordinary course consistent with past practices and, in a manner consistent with all representations, warranties or covenants of ZWJW, and without the prior written consent of AGI will not, except as required or permitted pursuant to the terms hereof:

i. make any material change in the conduct of its businesses and/or operations or enter into any transaction other than in the ordinary course of business consistent with past practices;

ii. make any change in its Articles of Incorporation or By-laws; issue any additional shares of capital stock or equity securities or grant any option, warrant or right to acquire any capital stock or equity securities or issue any security convertible into or exchangeable for its capital stock or alter in any material term of any of its outstanding securities or make any change in its outstanding shares of capital stock or its capitalization, whether by reason of a reclassification, recapitalization, stock split or combination, exchange or readjustment of shares, stock dividend or otherwise;

iii. A. incur, assume or guarantee any indebtedness for borrowed money, issue any notes, bonds, debentures or other corporate securities or grant any option, warrant or right to purchase any thereof, except pursuant to transactions in the ordinary course of business consistent with past practices; or

B. issue any securities convertible or exchangeable for debt or equity securities of ZWJW;

iv. make any sale, assignment, transfer, abandonment or other conveyance of any of its assets or any part thereof, except pursuant to transactions in the ordinary course of business consistent with past practice;

v. subject any of its assets, or any part thereof, to any lien or suffer such to be imposed other than such liens as may arise in the ordinary course of business consistent with past practices by operation of law which will not have an ZWJW Material Adverse Effect;

vi. acquire any assets, raw materials or properties, or enter into any other transaction, other than in the ordinary course of business consistent with past practices;

vii. enter into any new (or amend any existing) employee benefit plan, program or arrangement or any new (or amend any existing) employment, severance or consulting agreement, grant any general increase in the compensation of officers or employees (including any such increase pursuant to any bonus, pension, profit-sharing or other plan or commitment) or grant any increase in the compensation payable or to become payable to any employee, except in accordance with pre-existing contractual provisions or consistent with past practices;

viii. make or commit to make any material capital expenditures;

ix. pay, loan or advance any amount to, or sell, transfer or lease any properties or assets to, or enter into any agreement or arrangement with, any of its affiliates;

x. guarantee any indebtedness for borrowed money or any other obligation of any other person;

xi. fail to keep in full force and effect insurance comparable in amount and scope to coverage maintained by it (or on behalf of it) on the date hereof;

xii. take any other action that would cause any of the representations and warranties made by it in this Agreement not to remain true and correct in all material aspect;

xiii. make any material loan, advance or capital contribution to or investment in any person;

xiv. make any material change in any method of accounting or accounting principle, method, estimate or practice;

xv. settle, release or forgive any claim or litigation or waive any right;

xvi. commit itself to do any of the foregoing.

b. From and after the date of this Agreement, AGI will:

i. continue to maintain, in all material respects, its properties in accordance with present practices in a condition suitable for its current use;

ii. file, when due or required, federal, state, foreign and other tax returns and other reports required to be filed and pay when due all taxes, assessments, fees and other charges lawfully levied or assessed against it, unless the validity thereof is contested in good faith and by appropriate proceedings diligently conducted;

iii. continue to conduct its business in the ordinary course consistent with past practices;

iv. keep its books of account, records and files in the ordinary course and in accordance with existing practices; and

v. continue to maintain existing business relationships with suppliers.

Section 4.2 Access to Properties and Records. AGI shall afford ZWJW's accountants, counsel and authorized representatives, and ZWJW shall afford to AGI's accountants, counsel and authorized representatives full access during normal business hours throughout the period prior to the Closing Date (or the earlier termination of this Agreement) to all of such parties' properties, books, contracts, commitments and records and, during such period, shall furnish promptly to the requesting party all other information concerning the other party's business, properties and personnel as the requesting party may reasonably request, provided that no investigation or receipt of information pursuant to this Section 4.2 shall affect any representation or warranty of or the conditions to the obligations of any party.

Section 4.3 Negotiations. From and after the date hereof until the earlier of the Closing or the termination of this Agreement, no party to this Agreement nor its officers or directors (subject to such director's fiduciary duties) nor anyone acting on behalf of any party or other persons shall, directly or indirectly, encourage, solicit, engage in discussions or negotiations with, or provide any information to, any person, firm, or other entity or group concerning any merger, sale of substantial assets, purchase or sale of shares of capital stock or similar transaction involving any party. A party shall promptly communicate to any other party any inquiries or communications concerning any such transaction which they may receive or of which they may become aware of.

Section 4.4 Consents and Approvals. The parties shall:

a. use their reasonable commercial efforts to obtain all necessary consents, waivers, authorizations and approvals of all governmental and regulatory authorities, domestic and foreign, and of all other persons, firms or corporations required in connection with the execution, delivery and performance by them of this Agreement; and

b. diligently assist and cooperate with each party in preparing and filing all documents required to be submitted by a party to any governmental or regulatory authority, domestic or foreign, in connection with such transactions and in obtaining any governmental consents, waivers, authorizations or approvals which may be required to be obtained connection in with such transactions.

Section 4.5 Public Announcement. Unless otherwise required by applicable law, the parties hereto shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement and shall not issue any such press release or make any such public statement prior to such consultation.

Section 4.6 Stock Issuance. From and after the date of this Agreement until the Closing Date, neither ZWJW nor AGI shall issue any additional shares of its capital stock.

Section 4.7 Notwithstanding anything to the contrary contained herein, it is herewith understood and agreed that both AGI and ZWJW may enter into and conclude agreements and/or financing transactions as same relate to and/or are contemplated by any separate written agreements either: (a) annexed hereto as exhibits; or (b) entered into by ZWJW with AGI executed by both parties subsequent to the date hereof. These Agreements shall become, immediately upon execution, part of this Agreement and subject to all warranties, representations and conditions contained herein.

ARTICLE V

CONDITIONS TO OBLIGATIONS OF AGI AND AGI STOCKHOLDERS

The obligations of AGI and the AGI Stockholders to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by both AGI and the AGI Stockholders in their sole discretion:

Section 5.1 Representations and Warranties of ZWJW. All representations and warranties made by ZWJW in this Agreement shall be true and correct on and as of the Closing Date as if again made by ZWJW as of such date.

Section 5.2 Agreements and Covenants. ZWJW shall have performed and complied in all material respects to all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

Section 5.3 Consents and Approvals. Consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement shall be in full force and effect on the Closing Date.

Section 5.4 No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, which declares this Agreement invalid in any respect or prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of ZWJW shall be in effect; and no action or proceeding before any court or governmental or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person, or entity which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

Section 5.5 Other Closing Documents. AGI shall have received such other certificates, instruments and documents in confirmation of the representations and warranties of ZWJW or in furtherance of the transactions contemplated by this Agreement as AGI or its counsel may reasonably request.

ARTICLE VI

CONDITIONS TO OBLIGATIONS OF ZWJW

The obligations of ZWJW to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing Date, of the following conditions, any one or more of which may be waived by ZWJW in its sole discretion:

Section 6.1 Representations and Warranties of AGI. All representations and warranties made by AGI in this Agreement shall be true and correct on and as of the Closing Date as if again made by AGI on and as of such date.

Section 6.2 Agreements and Covenants. AGI shall have performed and complied in all material respects to all agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Closing Date.

Section 6.3 Consents and Approvals. All consents, waivers, authorizations and approvals of any governmental or regulatory authority, domestic or foreign, and of any other person, firm or corporation, required in connection with the execution, delivery and performance of this Agreement, shall have been duly obtained and shall be in full force and effect on the Closing Date.

Section 6.4 No Violation of Orders. No preliminary or permanent injunction or other order issued by any court or other governmental or regulatory authority, domestic or foreign, nor any statute, rule, regulation, decree or executive order promulgated or enacted by any government or governmental or regulatory authority, domestic or foreign, that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated hereby, or which materially and adversely affects the assets, properties, operations, prospects, net income or financial condition of ZWJW, taken as a whole, shall be in effect; and no action or proceeding before any court or government or regulatory authority, domestic or foreign, shall have been instituted or threatened by any government or governmental or regulatory authority, domestic or foreign, or by any other person, or entity which seeks to prevent or delay the consummation of the transactions contemplated by this Agreement or which challenges the validity or enforceability of this Agreement.

Section 6.5. Other Closing Documents. ZWJW shall have received such other certificates, instruments and documents in confirmation of the representations and warranties of AGI or in furtherance of the transactions contemplated by this Agreement as ZWJW or its counsel may reasonably request.

ARTICLE VII

TERMINATION AND ABANDONMENT

Section 7.1 Methods of Termination. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time before the Closing:

a. By the mutual written consent of AGI Stockholders, AGI and ZWJW;

b. By ZWJW, upon a material breach of any representation, warranty, covenant or agreement on the part of AGI or the AGI Stockholders set forth in this Agreement, or if any representation or warranty of AGI or the AGI Stockholders shall become untrue, in either case such that any of the conditions set forth in Article VI hereof would not be satisfied, and such breach shall, if capable of cure, has not been cured within ten (10) days after receipt by the party in breach of a notice from the non-breaching party setting forth in detail the nature of such breach;

c. By AGI or any AGI Stockholder, upon a material breach of any representation, warranty, covenant or agreement on the part of ZWJW set forth in this Agreement, or, if any representation or warranty of ZWJW shall become untrue, in either case such that any of the conditions set forth in Article V hereof would not be satisfied, and such breach shall, if capable of cure, not have been cured within ten (10) days after receipt by the party in breach of a written notice from the non-breaching party setting forth in detail the nature of such breach;

d. By any party, if the Closing shall not have consummated before ninety (90) days after the date hereof; provided, however, that this Agreement may be extended by written notice of either AGI or ZWJW, if the Closing shall not have been consummated as a result of ZWJW or AGI having failed to receive all required regulatory approvals or consents with respect to this transaction or as the result of the entering of an order as described in this Agreement; and further provided, however, that the right to terminate this Agreement under this Section 7.1(d) shall not be available to any party whose failure to fulfill any obligations under this Agreement has been the cause of, or resulted in, the failure of the Closing to occur on or before this date.

e. By any party if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued an order, decree or ruling or taken any other action (which order, decree or ruling the parties hereto shall use its best efforts to lift), which permanently restrains, enjoins or otherwise prohibits the transactions contemplated by this Agreement.

Section 7.2 Procedure Upon Termination. In the event of termination and abandonment of this Agreement by any party pursuant to Section 7.1, a written notice thereof shall forthwith be given to the other parties and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action. If this Agreement is terminated as provided herein, no party to this Agreement shall have any liability or further obligation to any other party to this Agreement; provided, however, that no termination of this Agreement pursuant to this Article VII shall relieve any party of liability for a breach of any provision of this Agreement occurring before such termination.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1 Survival of Provisions. The respective representations, warranties, covenants and agreements of each of the parties to this Agreement (except covenants and agreements which are expressly required to be performed and are performed in full on or before the Closing Date) shall survive the Closing Date and the consummation of the transactions contemplated by this Agreement, subject to Sections 2.9 and 3.9. In the event of a breach of any of such representations, warranties or covenants, the party to whom such representations, warranties or covenants have been made shall have all rights and remedies for such breach available to it under the provisions of this Agreement or otherwise, whether at law or in equity, regardless of any disclosure to, or investigation made by or on behalf of such party on or before the Closing Date.

Section 8.2 Publicity. No party shall cause the publication of any press release or other announcement with respect to this Agreement or the transactions contemplated hereby without the consent of the other parties, unless a press release or announcement is required by law. If any such announcement or other disclosure is required by law, the disclosing party agrees to give the non-disclosing parties prior notice and an opportunity to comment on the proposed disclosure.

Section 8.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns; provided, however, that no party shall assign or delegate any of the obligations created under this Agreement without the prior written consent of the other parties.

Section 8.4 Fees and Expenses. Except as otherwise expressly provided in this Agreement, all legal and other fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees, costs or expenses.

Section 8.5 Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been given or made if in writing and delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested) to the parties at the following addresses:

If to AGI or the AGI Stockholders, to:

African Graphite, Inc.
318 Carson Street, #208
Carson City, Nevada 89701
Attn: CEO

with a copy to:

Ofsink, LLC
900 Third Avenue, 5th Floor
New York, New York 10022
Attn: Darren Ofsink, Esq.
Fax: 646-224-9844

If to ZWJW, to:

Zewar Jewellery, Inc.
318 Carson Street, #208
Carson City, Nevada 89701
Attn: CEO

or to such other persons or at such other addresses as shall be furnished by any party by like notice to the others, and such notice or communication shall be deemed to have been given or made as of the date so delivered or mailed. No change in any of such addresses shall be effective insofar as notices under this Section 8.5 are concerned unless such changed address is located in the United States of America and notice of such change shall have been given to such other party hereto as provided in this Section 8.5.

Section 8.6 Entire Agreement. This Agreement, together with the exhibits hereto, represents the entire agreement and understanding of the parties with reference to the transactions set forth herein and no representations or warranties have been made in connection with this Agreement other than those expressly set forth herein or in the exhibits, certificates and other documents delivered in accordance herewith. This Agreement supersedes all prior negotiations, discussions, correspondence, communications, understandings and agreements between the parties relating to the subject matter of this Agreement and all prior drafts of this Agreement, all of which are merged into this Agreement. No prior drafts of this Agreement and no words or phrases from any such prior drafts shall be admissible into evidence in any action or suit involving this Agreement.

Section 8.7 Severability. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible so as to be valid and enforceable.

Section 8.8 Titles and Headings. The Article and Section headings contained in this Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement or of any term or provision hereof.

Section 8.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

Section 8.10 Convenience of Forum; Consent to Jurisdiction. The parties to this Agreement, acting for themselves and for their respective successors and assigns, without regard to domicile, citizenship or residence, hereby expressly and irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent and subject themselves to the jurisdiction of, the courts of the State of New York located in County of New York, and/or the United States District Court for the Southern District of New York, in respect of any matter arising under this Agreement. Service of process, notices and demands of such courts may be made upon any party to this Agreement by personal service at any place where it may be found or giving notice to such party as provided in Section 9.5.

Section 8.11 Enforcement of the Agreement. The parties hereto agree that irreparable damage would occur if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereto, this being in addition to any other remedy to which they are entitled at law or in equity.

Section 8.12 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York without giving effect to the choice of law provisions thereof.

Section 8.13 Amendments and Waivers**.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the parties hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AFRICAN GRAPHITE, INC.

By:_____
Name:
Title:

ZEWAR JEWELLERY, INC.

By:_____
Name:
Title:

EXHIBIT A

Michael Doron

Number of AGI Shares being exchanged: 6,411
Number of ZWJW Shares being received: 12,822

360 Partners, LLC

By:_____
Charles Bream, Manager

Number of AGI Shares being exchanged: 19,231
Number of ZWJW Shares being received: 38,462

Giovanni Curato

Number of AGI Shares being exchanged: 153,847
Number of ZWJW Shares being received: 307,694

Harold Epps

Number of AGI Shares being exchanged: 153,847
Number of ZWJW Shares being received: 307,694

Robert Boudros

Number of AGI Shares being exchanged: 153,847
Number of ZWJW Shares being received: 307,694

Myles Jerdan

Number of AGI Shares being exchanged: 75,640
Number of ZWJW Shares being received: 151,280

Ofsink, LLC

By:_____
Darren Ofsink, Member

Number of AGI Shares being exchanged: 12,821
Number of ZWJW Shares being received: 25,642

Exhibit 10.1

STOCK PURCHASE OPTION AGREEMENT

This Stock Purchase Option Agreement (**"Agreement"**) is made and entered into as of November 14, 2013 (**"Effective Date"**), by and between NMC Corp., a company organized under the laws of the Province of Ontario, Canada (**"Seller"** or **"NMC"**), and African Graphite, Inc., a Nevada corporation (**"Buyer"**). Seller and Buyer are sometimes together referred to in this Agreement as the **"Parties"** and individually as a "**Party**."

RECITALS

WHEREAS, Seller entered into an Option Agreement dated March 29, 2013, as amended on November 4, 2013, attached as Exhibit B hereto (the "**Option Agreement**") with Centre for Geoscience Research CC, a company organized under the laws of the Republic of Namibia ("**Centre**"), whereby Centre agreed to transfer to Gazania Investments Two Hundred and Forty Two (Proprietary) Limited (2013/0744), a company organized under the laws of the Republic of Namibia, and a majority-owned subsidiary of NMC (the "**Subsidiary**"), 100% undivided interest in the exclusive prospecting license No. 3895 known as AUKUM originally issued to Centre by the government of the Republic of Namibia on April 4, 2011 and renewed on April 4, 2013 (the **"License"**);

WHEREAS, upon closing of the transactions contemplated by the Option Agreement, Seller will own the License through the Subsidiary;

WHEREAS, Seller has agreed to offer Buyer the exclusive option to purchase the 90% ownership interest in the Subsidiary (the **"Interest"**) upon the terms and conditions and for the consideration set forth in this Agreement; and

WHEREAS, Buyer desires to accept such option, upon the terms and conditions and for the consideration set forth in this Agreement, for the right to purchase the Interest from Seller;

NOW, THEREFORE, in consideration of the covenants, premises and agreements herein contained, the sufficiency and adequacy of which is hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are material and by this reference are incorporated herein and made a part of this Agreement.

2. Definitions.

"Affiliate" shall have the meaning ascribed to it in the Securities Act.

"Corporate Records" shall have the meaning as used in Section 7(j) hereof.

"Encumbrances" has the meaning ascribed thereto in Section 6(c).

"Exercise Financial Statements" has the meaning ascribed thereto in Section 9.3.

“Exercise Period" shall mean the period commencing on the Option Grant Closing Date and continuing until 5:00 p.m. (New York time) on March 31, 2014.

"Exercise Price" has the meaning ascribed thereto in Section 3.2.

“GAAP” means generally accepted accounting principles in the United States.

“Governmental Authority” means the United States, any state or municipality, the government of any foreign country, any subdivision of any of the foregoing, or any authority, department, commission, board, bureau, agency, court, or instrumentality of any of the foregoing.

“Indemnification” has the meaning ascribed thereto in Section 9.6.

“Indemnified Party” has the meaning ascribed thereto in Section 9.6.

“Knowledge” means the actual knowledge of such Person or its Affiliates.

"Laws" means applicable laws (including, without limitation, common law), statutes, by-laws, published rules, regulations, orders, decisions, treaties, decrees, judgments, awards or securities or commodities related policies, in each case, of any Governmental Authority.

“Lien” means any mortgage, lien, pledge, security interest, easement, conditional sale or other title retention agreement, or other encumbrance of any kind.

"Material Adverse Change" means any change or effect (or any condition, event or development involving a prospective change or effect) in the affairs, business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights, liabilities, prospects or privileges, whether contractual or otherwise (in this definition collectively referred to as "business"), of NMC or the Subsidiary including, without limitation, any regulatory restrictions, limitations on the business or any breaches of material agreements including, without limitation, this Agreement or Laws which is or could reasonably be expected to be materially adverse to the business of NMC or the Subsidiary considered as a whole, or to the value of the License to Buyer other than such changes or effects that are the direct result of events outside of the control of Seller and/or any of its Affiliates provided that Seller and/or its Affiliates, as applicable, have made reasonable commercial efforts to prevent such changes or effects and, for greater certainty, shall exclude without limitation, such changes or effects resulting directly from general economic conditions or from financial, currency exchange rate and general securities or commodity market conditions (including, without limitation, commodity price fluctuations) that are outside the control of Seller and/or any of its Affiliates.

“Material Adverse Effect” means any effect resulting from Material Adverse Change.

“Minute Books” shall have the meaning as used in Section 7(j) hereof.

"Option Exercise Closing" means the closing of the purchase and sale of the License upon the exercise of the Option.

"Option Exercise Closing Date" means the date on which the Option Exercise Closing occurs, such date being no later than March 31, 2014 unless otherwise agreed by the Parties.

"Option Exercise Date" means the date on which the written notice contemplated by Section 3.2 is delivered.

"Option Grant Closing" means the closing of the grant of the Option in accordance with this Agreement.

"Option Grant Closing Date" means the date on which the Option Grant Closing occurs, such date being no later than March 31, 2014 unless otherwise agreed by the Parties.

"Option Exercise Notice" has the meaning ascribed thereto in Section 3.2.

"OTC Company" means Zewar Jewellery, Inc., a U.S. publicly traded company to be acquired by Buyer in the Reverse Merger simultaneously with the Option Grant Closing and the issuer of securities in a private placement financing to be closed immediately prior to or simultaneously with the Option Grant Closing pursuant to a subscription agreement substantially in the form of Annex A hereto (the "Subscription Agreement").

"Parties" and "Party" have the respective meanings ascribed to them in the introductory paragraph of this Agreement.

"PCAOB" means the Public Company Accounting Oversight Board, as regulated by the U.S. Securities and Exchange Commission ("SEC").

"Person" means any individual, sole proprietorship, partnership, incorporated association, unincorporated syndicate, unincorporated organization, trust, company, corporation, Governmental Authority, and a natural person in such person's capacity as trustee, executor, administrator or other legal representative.

"Returns" shall have the meaning as used in Section 7(i) hereof.

"Reverse Merger" means the transaction resulting in the shareholders of Buyer acquiring control of the OTC company and Buyer becoming a wholly-owned subsidiary of the OTC Company.

"Securities Act" means the Securities Act of 1933, as amended.

"Subsidiary" means Gazania Investments Two Hundred and Forty Two (Proprietary) Limited, a company organized under the laws of the Republic of Namibia.

"Tax" or "Taxes" means any and all federal, state, local and foreign taxes, including, without limitation, gross receipts, income, profits, sales, use, occupation, value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, assessments, governmental charges and duties together with all interest, penalties and additions imposed with respect to any such amounts and any obligations under any agreements or arrangements with any other person with respect to any such amounts and including any liability of a predecessor entity for any such amounts.

3. Option.

3.1 Grant of Option to Purchase License. Subject to the terms and conditions of this Agreement, Seller hereby grants to Buyer the exclusive irrevocable right to purchase from Seller during the Exercise Period all (but not less than all) of the Interest effective as of the Option Grant Closing (the "**Option**").

3.2 Exercise of Options; Exercise Price. In order to exercise the Option, Buyer must provide an irrevocable, written notice during the Exercise Period to Seller of Buyer's exercise of the Option (the "**Option Exercise Notice**") and purchase all of the Interest as soon as practicable thereafter. As consideration for the purchase and sale of the Interest hereunder, Buyer shall (i) pay to Seller an aggregate amount of $240,000 (the "**Exercise Price**") of which $90,000 (the "**Advance Payment**") will be paid at the Option Grant Closing and the balance of $150,000 will be paid at the Option Exercise Closing, and (ii) cause the OTC Company to issue to Seller 1,615,385 shares of its common stock, subject to adjustment for any stock splits (the "**Shares**"), at the Option Grant Closing as set forth in Section 9.6 hereof.

3.3 Option Exercise Closing. Upon the valid exercise of the Option, subject to the terms and conditions contained in this Agreement, Buyer shall purchase all of the Interest from the Seller and the Seller shall sell all of the Interest to Buyer, free and clear of any and all Encumbrances and the Option Exercise Closing shall occur as soon as practicable thereafter and in no circumstance later than 10 days following the Option Exercise Date, unless:

(a) otherwise agreed upon in writing by all of the Parties; or

(b) the Option Exercise Closing is delayed as a result of the Seller's failure to satisfy the closing conditions required for the Option Exercise Closing provided that:

(i) Seller has diligently sought, and is continuing to diligently seek, satisfaction of such closing conditions; and

(ii) unless otherwise agreed upon in writing by all of the Parties, under no circumstances shall the Option Exercise Closing occur later than March 31, 2014.

4. Option Grant Closing and Option Exercise Closing.

4.1 Place and Time of Closing.

(a) The Parties shall proceed diligently to complete all outstanding matters to be completed prior to the Option Grant Closing, with a view to completing the Option Grant Closing as soon as is reasonably possible. The Option Grant Closing shall take place at the offices of Ofsink, LLC, 900 Third Avenue, 5th Floor, New York, New York 10022, at 10:00 a.m. (New York time) on the Option Grant Closing Date, or at such other time and place as Seller and Buyer mutually agree upon, orally or in writing.

(b) The Parties shall proceed diligently to complete all outstanding matters to be completed prior to the Option Exercise Closing, with a view to completing the Option Exercise Closing as soon as is reasonably possible. The Option Exercise Closing shall take place at the offices of Ofsink, LLC, 900 Third Avenue, 5th Floor, New York, New York 10022, at 10:00 a.m. (New York time) on the Option Exercise Closing Date, or at such other time and place as Seller and Buyer mutually agreed upon, orally or in writing.

4.2 Deliveries at the Option Grant Closing.

(a) At the Option Grant Closing, Seller shall deliver to Buyer:

(i) a certificate executed on Seller's behalf by an appropriate officer certifying that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date when made and as of the Option Grant Closing Date as though made at that time (except for representations and warranties that speak as of a specific date) and that Seller have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Seller at or prior to the Option Grant Closing Date;

(ii) reserved;

(iii) a certified copy of the resolutions of the board of directors and shareholders of Seller approving the transactions contemplated hereby;

(iv) an opinion of Lorentz Angula Incorporated, the Namibian counsel for Seller, dated as of the Option Grant Closing Date in the form of Exhibit A hereto;

(v) an opinion of a legal counsel for Seller admitted to practice in the Province of Ontario, Canada, dated as of the Option Exercise Closing Date in the form of Exhibit C hereto; and

(vi) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by Buyer to complete the transactions provided for in this Agreement.

(b) At the Option Grant Closing, Buyer shall deliver to Seller:

(i) wire transfer in the amount equal to $90,000.

4.3 Deliveries at the Option Exercise Closing.

(a) At the Option Exercise Closing, Seller shall deliver to Buyer:

(i) a certificate executed on Seller's behalf by an appropriate officer certifying that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date when made and as of the Option Exercise Closing Date as though made at that time (except for representations and warranties that speak as of a specific date) and that Seller have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Agreement to be performed, satisfied or complied with by Seller at or prior to the Option Grant Closing Date;

(ii) a certificate of status of good standing with the issuance date not more than ten (10) days prior to the Option Exercise Closing date, for the Subsidiary;

(iii) an opinion of Lorentz Angula Incorporated, the Namibian counsel for Seller, dated as of the Option Exercise Closing Date in the form of Exhibit A hereto;

(iv) an opinion of a legal counsel for Seller admitted to practice in the Province of Ontario, Canada, dated as of the Option Exercise Closing Date in the form of Exhibit C hereto

(v) stock certificate(s) representing the Interest duly endorsed for transfer to Buyer;

(vi) resignations of all of the directors of the Subsidiary, in a form suitable for immediate acceptance, together with a complete release and discharge in the form acceptable to Buyer;

(vii) all such evidence and confirmation as may be reasonably required by Buyer confirming that the Subsidiary has paid any and all liabilities as contemplated by Section 9.3;

(viii) all such evidence and confirmation as may be reasonably required by Buyer confirming that the transfer of the License to the Subsidiary pursuant to the Option Agreement has been registered with the required Governmental Authority of the Republic of Namibia as contemplated by Section 9.4;

(ix) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by Buyer to complete the transactions provided for in this Agreement.

(b) At the Option Exercise Closing, Buyer shall deliver to Seller:

(i) wire transfer in the amount equal to $150,000 made directly to Centre according to the wire instructions attached hereto as Exhibit E;

(ii) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by Seller to complete the transactions provided for in this Agreement.

5. Conditions to Option Grant Closing and Option Exercise Closing.

5.1 Buyer's Conditions to Option Grant Closing. The obligations of Buyer to consummate the transactions contemplated by this Agreement with respect to the Option Grant Closing are subject to the satisfaction of the following conditions:

(a) The representations and warranties of Seller herein contained shall be true as of the Option Grant Closing;

(b) All obligations, covenants and agreements of Seller contained in this Agreement to be performed prior to or at Option Grant Closing shall have been performed or complied with by Seller;

(c) All of the deliveries contemplated by Section 4.1(a) shall have been delivered to Buyer;

(d) No Material Adverse Change shall have occurred on or after December 31, 2012 to the Option Exercise Closing;

(e) Without limitation to the foregoing, there shall be no litigation or proceedings pending against Seller, or the Subsidiary wherein an unfavorable result would:

(i) prevent consummation of the transactions contemplated by this Agreement;

(ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation;

(iii) materially affect adversely the rights of the Subsidiary to own its assets and to operate' its business (and no injunction, judgment, artier, decree or ruling to such effect shall be in effect).

5.2 Seller's Conditions to Option Grant Closing. The obligations of Seller to consummate the transactions contemplated by this Agreement with respect to the Option Grant Closing are subject to the satisfaction of the following conditions:

(a) The representations and warranties of Buyer herein contained shall be true as of the Option Grant Closing;

(b) All obligations, covenants and agreements of Buyer contained in this Agreement to be performed prior to or at Option Grant Closing shall have been performed or complied with by Buyer.

5.3 Buyer's Conditions to Option Exercise Closing. The obligations of Buyer to consummate the transactions contemplated by this Agreement with respect to the Option Exercise Closing are subject to the satisfaction of the following conditions:

(a) The representations and warranties of Seller herein contained shall be true as of the Option Exercise Closing;

(b) All obligations, covenants and agreements of Seller contained in this Agreement to be performed prior to or at Option Exercise Closing shall have been performed or complied with by Seller;

(c) All of the deliveries contemplated by Section 4.3(a) shall have been delivered to Buyer;

(d) No Material Adverse Change shall have occurred on or after December 31, 2012 to the Option Grant Closing;

(e) Without limitation to the foregoing, there shall be no litigation or proceedings pending against Seller, or the Subsidiary wherein an unfavorable result would:

(i) prevent consummation of the transactions contemplated by this Agreement;

(ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation;

(iii) materially affect adversely the rights of the Subsidiary to own its assets and to operate' its business (and no injunction, judgment, artier, decree or ruling to such effect shall be in effect).

5.4 Seller's Conditions to Option Exercise Closing. The obligations of Seller to consummate the transactions contemplated by this Agreement with respect to the Option Exercise Closing are subject to the satisfaction of the following conditions:

(a) The representations and warranties of Buyer herein contained shall be true as of the Option Grant Closing;

(b) All obligations, covenants and agreements of Buyer contained in this Agreement to be performed prior to or at Option Grant Closing shall have been performed or complied with by Buyer.

(c) Buyer shall have delivered to Seller the Option Exercise Notice.

(d) All of the deliveries contemplated by Section 4.3(b) shall have been delivered to Buyer;

6. Representations and Warranties of Seller with respect to the Interest. Seller hereby

represents and warrants to Buyer that:

(a) Organization and Standing. Seller is duly incorporated and validly existing under the laws of the Province of Ontario, Canada, and has all requisite corporate power and authority to own or lease its properties and assets and to conduct its business as it is presently being conducted.

(b) Capacity of Seller; Authorization; Execution of Agreements. Seller has all requisite power, authority and capacity to enter into this Agreement and to perform the transactions and obligations to be performed by it hereunder. The execution and delivery of this Agreement by Seller, and the performance by Seller of the transactions and obligations contemplated hereby, including, without limitation, the grant of the Option and sale of the Interest to Buyer hereunder, have been duly authorized by all requisite corporate action of Seller. This Agreement constitutes a valid and legally binding agreement of Seller, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of the Province of Ontario, Canada, affecting the enforcement of creditors' rights or remedies in general from time to time in effect and the exercise by courts of equity powers or their application of principles of public policy.

(c) Title to Interest. Seller shall be the sole record and beneficial owner of the Interest and will have sole managerial and dispositive authority with respect to the Interest as of the Option Exercise Closing Date. Seller has not and will not grant any person a proxy with respect to the Interest that has not expired or been validly withdrawn. The sale and delivery by Seller of the Interest to Buyer pursuant to this Agreement will vest in the Buyer legal and valid title to the Interest, free and clear of all Liens, security interests, adverse claims or other encumbrances of any character whatsoever, other than encumbrances created by Buyer and restrictions on the resale of the Interest under applicable securities laws ("**Encumbrances**").

(d) Brokers, Finders, and Agents. Except for Hunter Wise Securities, LLC, and its parent Hunter Wise Financial Group, LLC, Seller is not, directly or indirectly, obligated to anyone acting as broker, finder or in any other similar capacity in connection with this Agreement or the transactions contemplated hereby. Except for Hunter Wise Securities, LLC, and its parent Hunter Wise Financial Group, LLC, no Person has or, immediately following the consummation of the transactions contemplated by this Agreement, will have, any right, interest or valid claim against the Subsidiary, Seller or Buyer for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement, nor are there any brokers' or finders' fees or any payments or promises of payment of similar nature, however characterized, that have been paid or that are or may become payable in connection with the transactions contemplated by this Agreement, as a result of any agreement or arrangement made by the Seller.

(e) Acquisition for Investment. Seller is acquiring the Shares solely for its own account for the purpose of investment and not with a view to or for resale in connection with a distribution. Seller does not have a present intention to sell the Shares, nor a present arrangement (whether or not legally binding) or intention to effect any distribution of the Shares to or through any person or entity; provided, however, that by making the representations herein, Seller does not agree to hold the Shares for any minimum or other specific term and reserves the right to dispose of the Shares at any time in accordance with federal and state securities laws applicable to such disposition. Seller acknowledges that it is able to bear the financial risks associated with an investment in the Shares and that it has been given full access to such records of the OTC Company and the subsidiaries and to the officers of the OTC Company and the subsidiaries and received such information as it has deemed necessary or appropriate to conduct its due diligence investigation and has sufficient knowledge and experience in investing in companies similar to the OTC Company in terms of the OTC Company's stage of development so as to be able to evaluate the risks and merits of its investment in the OTC Company. Seller further acknowledges that Seller understands the risks of investing in companies which operate primarily in the Republic of Namibia and that the purchase of the Shares involves substantial risks.

(f) Information on Company. Seller has received in writing from the OTC Company such information concerning its operations, financial condition and other matters as Seller has requested in writing, and considered all factors it deems material in deciding on the advisability of investing in the Shares.

(g) Shares Legend. The Shares shall bear the following or similar legend:

"**THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR APPLICABLE STATE SECURITIES LAWS. THESE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THESE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THESE SECURITIES.**"

(h) Restricted Securities. Seller understands that the Shares have not been registered under the Securities Act and Seller will not sell, offer to sell, assign, pledge, hypothecate or otherwise transfer any of the Shares unless pursuant to an effective registration statement under the Securities Act, or unless an exemption from registration is available. Notwithstanding anything to the contrary contained in this Agreement, Seller may transfer (without restriction and without the need for an opinion of counsel) the Shares to its Affiliates (as defined below) provided that each such Affiliate is an "accredited investor" under Regulation D and such Affiliate agrees to be bound by the terms and conditions of this Agreement. For the purposes of this Agreement, an "**Affiliate**" of any person or entity means any other person or entity directly or indirectly controlling, controlled by or under direct or indirect common control with such person or entity. For purposes of this definition, "**control**" means the power to direct the management and policies of such person or firm, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

(i) No Governmental Review. Seller understands that no United States federal or state agency or any other governmental or state agency has passed on or made recommendations or endorsement of the Shares or the suitability of the investment in the Shares nor have such authorities passed upon or endorsed the merits of the offering of the Shares.

(k) Short Sales and Confidentiality. Other than the transaction contemplated hereunder, Seller has not directly or indirectly, nor has any person acting on behalf of or pursuant to any understanding with the Seller, executed any disposition, including short sales (but not including the location and/or reservation of borrowable shares of common stock), in the securities of the OTC Company during the period commencing from the time that the Seller first received a term sheet from Buyer or any other person setting forth the material terms of the transactions contemplated hereunder until the date that the transactions contemplated by this Agreement are first publicly announced. Seller covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the OTC Company, the Seller will maintain the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

(l) Representations, Warranties and Covenants of Non-U.S. Persons.

(i) Seller understands that the investment offered hereunder has not been registered under the Securities Act.

(ii) Seller agrees and acknowledges that it was not, a "**U.S. Person**" at the time the Seller was offered the Shares and as of the date hereof:

(A) Any natural person resident in the United States;

(B) Any partnership or corporation organized or incorporated under the laws of the United States;

(C) Any estate of which any executor or administrator is a U.S. person;

(D) Any trust of which any trustee is a U.S. person;

(E) Any agency or branch of a foreign entity located in the United States;

(F) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;

(G) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident of the United States; and

(H) Any partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the Securities Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the Securities Act) who are not natural persons, estates or trusts.

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

(iii) Seller understands that no action has been or will be taken in any jurisdiction by the OTC Company that would permit a public offering of the Shares in any country or jurisdiction where action for that purpose is required.

(iv) The Seller (i) as of the execution date of this Agreement is not located within the United States, and (ii) is not purchasing the Shares for the account or benefit of any U.S. Person, except in accordance with one or more available exemptions from the registration requirements of the Securities Act or in a transaction not subject thereto.

(v) The Seller will not resell the Shares except in accordance with the provisions of Regulation S (Rule 901 through 905 and Preliminary Notes thereto), pursuant to a registration statement under the Securities Act, or pursuant to an available exemption from registration; and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the Securities Act.

(vi) The Seller will not engage in hedging transactions with regard to shares of the OTC Company prior to the expiration of the distribution compliance period specified in Category 2 or 3 (paragraph (b)(2) or (b)(3)) in Rule 903 of Regulation S, as applicable, unless in compliance with the Securities Act; and as applicable, shall include statements to the effect that the securities have not been registered under the Securities Act and may not be offered or sold in the United States or to U.S. persons (other than distributors) unless the securities are registered under the Securities Act, or an exemption from the registration requirements of the Securities Act is available.

(vii) No form of "directed selling efforts" (as defined in Rule 902 of Regulation S under the Securities Act), general solicitation or general advertising in violation of the Securities Act has been or will be used nor will any offers by means of any directed selling efforts in the United States be made by the Seller or any of their representatives in connection with the offer and sale of the Shares.

7. Representations and Warranties of Seller with respect to the Subsidiary. Seller represents and warrants to Buyer, with respect to the Subsidiary, that:

(a) Organization and Standing. the Subsidiary is duly incorporated and validly existing under the laws of the Republic of Namibia, and has all requisite corporate power and authority to own or lease its properties and assets and to conduct its business as it is presently being conducted. The Subsidiary does not own any equity interest, directly or indirectly, in any other Person or business enterprise. the Subsidiary is qualified to do business and is in good standing in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect upon its assets, properties, financial condition, results of operations or business. No corporate proceedings on the part of the Subsidiary are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(b) Capitalization. At the date of this Agreement, the authorized capital stock of the Subsidiary consists of 4,000 ordinary shares, par value one Namibian dollar per share, of which 100 ordinary shares are issued and outstanding. The Subsidiary has no other class or series of equity securities authorized, issued, reserved for issuance or outstanding. There are (x) no outstanding options, offers, warrants, conversion rights, contracts or other rights to subscribe for or to purchase from the Subsidiary, or agreements obligating the Subsidiary to issue, transfer, or sell (whether formal or informal, written or oral, firm or contingent), shares of capital stock or other securities of the Subsidiary (whether debt, equity, or a combination thereof) or obligating the Subsidiary to grant, extend, or enter into any such agreement and (y) no agreements or other understandings (whether formal or informal, written or oral, firm or contingent) which require or may require the Subsidiary to repurchase any of its Common Stock. There are no preemptive or similar rights granted by the Subsidiary with respect to the Subsidiary's capital stock. There are no anti-dilution or price adjustment provisions contained in any security issued by the Subsidiary. The Subsidiary is not a party to any registration rights agreements, voting agreements, voting trusts, proxies or any other agreements, instruments or understandings with respect to the voting of any shares of the capital stock of the Subsidiary, or any agreement with respect to the transferability, purchase or redemption of any shares of the capital stock of the Subsidiary. Neither the grant of the Option nor sale of the Interest to Buyer obligate the Subsidiary to issue any shares of capital stock or other securities to any person (other than Buyer) and will not result in a right of any holder of the Subsidiary securities, by agreement with the Subsidiary, to adjust the exercise, conversion, exchange or reset price under such securities. The outstanding shares are all duly and validly authorized and issued, fully paid and non-assessable. The Seller will cause the Subsidiary not to issue, or resolve or agree to issue, any securities to any party, other than Buyer, prior to the Option Exercise Closing. The Interest represents 100% of the outstanding capital stock of the Subsidiary, on a fully-diluted basis.

(c) Status of the Interest. The shares representing the Interest (i) have been duly authorized, validly issued, fully paid and are non-assessable, and will be such at the Option Exercise Closing, (ii) were issued in compliance with all applicable securities laws, and will be in compliance with such laws at the Option Exercise Closing, (iii) subject to restrictions under this Agreement, and applicable securities laws, have the rights and preferences set forth in its charter documents (the "**Subsidiary Charter**"), as amended, and will have such rights and preferences at the Option Exercise Closing, and (iv) are free and clear of all Encumbrances and will be free and clear of all Encumbrances at the Option Exercise Closing (other than Encumbrances created by Buyer and restrictions on the resale of the Interest under applicable securities laws).

(d) Conflicts; Defaults. The execution and delivery of this Agreement by the Seller and the performance by the Seller of the transactions and obligations contemplated hereby and thereby to be performed by it do not (i) violate, conflict with, or constitute a default under any of the terms or provisions of, the Subsidiary Charter, as amended, or any provisions of, or result in the acceleration of any obligation under, any contract, note, debt instrument, security agreement or other instrument to which the Subsidiary is a party or by which the Subsidiary, or any of the Subsidiary's assets, is bound; (ii) result in the creation or imposition of any Encumbrances or claims upon the Subsidiary's assets or upon any of the shares of capital stock of the Subsidiary; (iii) constitute a violation of any law, statute, judgment, decree, order, rule, or regulation of a Governmental Authority applicable to the Subsidiary; or (iv) constitute an event which, after notice or lapse of time or both, would result in any of the foregoing.

(e) Absence of Litigation. There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or threatened in writing against or affecting the Subsidiary.

(f) Brokers, Finders, and Agents. Except for Hunter Wise Securities, LLC, and its parent Hunter Wise Financial Group, LLC, the Subsidiary is not, directly or indirectly, obligated to anyone acting as broker, finder or in any other similar capacity in connection with this Agreement or the transactions contemplated hereby. Except for Hunter Wise Securities, LLC, and its parent Hunter Wise Financial Group, LLC, no Person has or, immediately following the consummation of the transactions contemplated by this Agreement, will have, any right, interest or valid claim against the Subsidiary, the Seller or Buyer for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement, nor are there any brokers' or finders' fees or any payments or promises of payment of similar nature, however characterized, that have been paid or that are or may become payable in connection with the transactions contemplated by this Agreement, as a result of any agreement or arrangement made by the Subsidiary.

(g) Absence of Liabilities. The Subsidiary has no liabilities or obligations of any kind or nature, except as set forth on Schedule 7(g) hereto, as may be updated and supplemented by the Seller at any time prior to the Option Exercise Closing.

(h) No Agreements. Except as set forth on Schedule 7(h) hereto, the Subsidiary is not a party to any agreement, commitment or instrument, whether oral or written, which imposes any obligations or liabilities on the Subsidiary after the Option Exercise Closing.

(i) Taxes.

(i) the Subsidiary has timely filed all state, local and foreign returns, estimates, information statements and reports relating to Taxes ("**Returns**") required to be filed by the Subsidiary with any Tax authority prior to the date hereof, except such Returns which are not material to the Subsidiary. All such Returns are true, correct and complete and the Subsidiary has no basis to believe that any audit of the Returns would cause a Material Adverse Effect upon the Subsidiary or its financial condition. The Subsidiary has paid all Taxes shown to be due on such Returns.

(ii) All Taxes that the Subsidiary is required by law to withhold or collect have been duly withheld or collected, and have been timely paid over to the proper governmental authorities to the extent due and payable.

(iii) The Subsidiary has no material Tax deficiency outstanding, proposed or assessed against the Subsidiary, and the Subsidiary has not executed any unexpired waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

(iv) No audit or other examination of any Returns of the Subsidiary by any Tax authority is known by the Subsidiary to be presently in progress, nor has the Subsidiary been notified of any request for such an audit or other examination.

(v) No adjustment relating to any Returns filed by the Subsidiary has been proposed in writing, formally or informally, by any Tax authority to the Subsidiary or any representative thereof.

(vi) The Subsidiary has no liability for any Taxes for its current fiscal year, whether or not such Taxes are currently due and payable.

(j) Corporate Records. All records and documents relating to the Subsidiary known to the Seller, including, but not limited to, the books, shareholder lists, government filings, Tax Returns, consent decrees, orders, and correspondence, financial information and records (including any electronic files containing any financial information and records), and other documents used in or associated with the Subsidiary (the "**Corporate Records**") are true, complete and accurate in all material respects. The minute books of the Subsidiary known to the Seller contain true, complete and accurate records of all meetings and consents in lieu of meetings of the Board of Directors of the Subsidiary (and any committees thereof), similar governing bodies and shareholders (the "**Minute Books**"). The Corporate Records and Minute Books, to the extent such documents have not been previously delivered to Buyer, will be delivered to Buyer at the Option Exercise Closing.

8. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

(a) Organization and Standing. Buyer is duly incorporated and validly existing under the laws of the State of Nevada, and has all requisite corporate power and authority to own or lease its properties and assets and to conduct its business as it is presently being conducted.

(b) Capacity of Buyer; Authorization; Execution of Agreements. Buyer has all requisite power, authority and capacity to enter into this Agreement and to perform the transactions and obligations to be performed by it hereunder. The execution and delivery of this Agreement by Buyer, and the performance by Buyer of the transactions and obligations contemplated hereby, including, without limitation, the purchase of the Interest from the Seller hereunder, have been duly authorized by all requisite corporate action of Buyer. This Agreement constitutes a valid and legally binding agreement of Buyer, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of the United States (both state and federal), affecting the enforcement of creditors' rights or remedies in general from time to time in effect and the exercise by courts of equity powers or their application of principles of public policy.

(c) Purchase Entirely for Own Account. This Agreement is made with Buyer in reliance upon Buyer's representation to Seller that the Interest to be acquired by Buyer upon exercise of the Option will be acquired for investment for Buyer's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that Buyer has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, Buyer further represents that Buyer does not presently have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Interest. Buyer represents that it has full power and authority to enter into this Agreement.

(d) Restricted Securities. Buyer understands that shares representing the Interest have not been, and will not be, registered under the Securities Act or state securities laws, by reason of a specific exemption from the registration provisions of the Securities Act. Buyer understands that such shares are characterized as "restricted securities" under the U.S. federal and state securities laws inasmuch as they are being acquired from Seller in a transaction not involving a public offering and that under such laws and applicable regulations, such shares may be resold without registration under the Securities Act only in certain limited circumstances.

9. Covenants of the Parties.

9.1. Access to Information; Notification of Certain Matters.

(a) From the date hereof to the Option Exercise Closing and subject to applicable law, Seller shall (i) give to Buyer or its counsel reasonable access to the books and records of the Subsidiary, and (ii) furnish or make available to Buyer and its counsel such financial and operating data and other information about the Subsidiary as such Persons may reasonably request.

(b) Each party hereto shall give notice to each other party hereto, as promptly as practicable after the event giving rise to the requirement of such notice, of:

(i) any communication received by such party from, or given by such party to, any Governmental Authority in connection with any of the transactions contemplated hereby;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; and

(iii) any actions, suits, claims, investigations or proceedings commenced or, to its Knowledge, threatened against, relating to or involving or otherwise affecting such party or any of its Affiliates that, if pending on the date of this Agreement, would have been required to have been disclosed, or that relate to the consummation of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 9.1(b)(iii) shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

9.2 Interim Operations of the Subsidiary. During the period from the date of this Agreement to the Option Exercise Closing, the Seller shall cause the Subsidiary to conduct their business only in the ordinary course of business consistent with past practice, except to the extent otherwise necessary to comply with the provisions hereof and with applicable laws and regulations. Additionally, during the period from the date of this Agreement to the Option Exercise Closing, except as required hereby in connection with this Agreement, the Seller shall not permit the Subsidiary to do any of the following without the prior consent of the Purchaser: (i) amend or otherwise change its Charter, (ii) issue, sell or authorize for issuance or sale (including, but not limited to, by way of stock split or dividend), shares of any class of its securities or enter into any agreements or commitments of any character obligating it to issue such securities, other than in connection with the exercise of outstanding warrants or outstanding stock options granted to directors, officers or employees of the Subsidiary prior to the date of this Agreement; (iii) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) with respect to its common stock, (iv) redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock, (v) enter into any material contract or agreement or material transaction or make any material capital expenditure other than those relating to the transactions contemplated by this Agreement, (vi) create, incur, assume, maintain or permit to exist any indebtedness except as otherwise incurred in the ordinary course of business, consistent with past practice, (vii) pay, discharge or satisfy claims or liabilities (absolute, accrued, contingent or otherwise) other than in the ordinary course of business consistent with past practice, (viii) cancel any material debts or waive any material claims or rights, (ix) make any loans, advances or capital contributions to, or investments in financial instruments of any Person, (x) assume, guarantee, endorse or otherwise become responsible for the liabilities or other commitments of any other Person, (xi) alter in any material way the manner of keeping the books, accounts or records of the Subsidiary or the accounting practices therein reflected other than alterations or changes required by GAAP or applicable law, (xii) enter into any indemnification, contribution or similar contract pursuant to which the Subsidiary may be required to indemnify any other Person or make contributions to any other Person, (xiii) amend or terminate any existing contracts in any manner that would result in any material liability to the Subsidiary for or on account of such amendment or termination, or (xiv) or change any existing or adopt any new tax accounting principle, method of accounting or tax election except as provided herein or agreed to in writing by Buyer.

9.3 Payment of Liabilities. Prior to or at the Option Exercise Closing, Seller shall pay, or shall cause the Subsidiary to pay, in full any liabilities or obligations incurred by the Subsidiary and remaining outstanding at the Option Exercise Closing Date, excluding liabilities accrued in the ordinary course of business consistent with past practice and including any and all liabilities or obligations incurred by the Subsidiary in connection with the transactions contemplated by this Agreement.

9.4 Transfer of License. Seller shall cause the Subsidiary to obtain from the respective Governmental Authorities of the Republic of Namibia by the Option Exercise Closing Date a valid registration of the transfer of the License to the Subsidiary pursuant to the Option Agreement.

9.5 Indemnification. Seller hereby agrees to indemnify and hold harmless Buyer (the "**Indemnified Party**") from and against any and all liabilities, obligations, claims, losses, expenses, damages, actions, liens and deficiencies (including reasonable attorneys' fees) which exist, or which may be imposed on, incurred by or asserted against the Indemnified Party due to or arising out of any breach or inaccuracy of any representation, warranty, covenant, agreement or obligation of Seller hereunder or in any other certificate, instrument or document contemplated hereby or thereby ("**Damages**"), for a period of twelve (12) months from the Option Exercise Closing Date (the "**Indemnification**," and the period herein is referred to as the "**Indemnification Period**"). Seller shall not be obligated to make any payment for Indemnification in respect of any claims for Damages that are made by the Indemnified Party after the expiration of the Indemnification Period; provided, however, that the obligations of Seller under the Indemnification shall remain in full force and effect in respect of any claims for Damages which are made prior to, and remain pending at, the expiration of the Indemnification Period. The indemnification provided by this Section 9.5 shall be the sole pecuniary remedy of the Indemnified Party for any Damages; provided, however, that no remedies of the Indemnified Party for any breach by Seller of the representations and warranties contained in Section 6 shall be limited in any way by this Section 9.5.

9.6 OTC Company Shares. Buyer shall cause OTC Company to issue the Shares Closing to Seller promptly after the Option Grant. The Shares shall be subject to a Lock-Up Agreement in the form of Exhibit B to the Subscription Agreement (the "**Lock-Up Agreement**"), and a Stock Escrow Agreement in the form of Exhibit C to the Subscription Agreement (the "**Stock Escrow Agreement**") to be executed by and between the OTC Company and Buyer at the Option Grant Closing.

9.7 Registration of Transfer of Interest. Seller undertakes hereby to execute and deliver such instruments, documents or other writings, and to take such actions as may be necessary or desirable to effectuate the registration of the transfer of the Interest to Buyer under the laws of the Republic of Namibia not later than five (5) business days after the Option Exercise Closing Date.

9.8 Working Capital. Buyer undertakes hereby to provide to or for the benefit of the Subsidiary working capital in the amount of at least $260,000 on or before June 30, 2014. The foregoing obligation of Buyer shall be secured by the shares of the Subsidiary representing the Interest pursuant to the Pledge and Security Agreement in the form of Exhibit D attached hereto to be executed by Buyer in favor of Seller upon the Option Grant Exercise.

10. Survival. The warranties, representations, and covenants of each of the Parties to this Agreement shall survive the consummation of the purchase and sale of the Interest herein described for twenty four (24) months.

11. Termination.

11.1 This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of Buyer and Seller;

(b) by either Buyer or Seller, if

(i) the transactions contemplated by this Agreement shall not have been consummated by March 31, 2014; provided, however, that the right to terminate this Agreement under this Section 11.1(b)(i) shall not be available to any party whose breach of any provision of or whose failure to perform any obligation under this Agreement has been the cause of, or has resulted in, the failure of the transactions to occur on or before March 31, 2014; or

(ii) a judgment, injunction, order or decree of any Governmental Authority having competent jurisdiction enjoining either Seller or Buyer from consummating the transactions contemplated by this Agreement is entered and such judgment, injunction, judgment or order shall have become final and non-appealable and, prior to such termination, the Parties shall have used their respective commercially reasonable efforts to resist, resolve or lift, as applicable, such judgment, injunction, order or decree; provided, however, that the right to terminate this Agreement under this Section 11.1(b)(ii) shall not be available to any party whose breach of any provision of or whose failure to perform any obligation under this Agreement has been the cause of such judgment, injunction, order or decree.

(c) by Buyer, if a breach of or failure to perform any representation, warranty, covenant or agreement on the part of Seller set forth in this Agreement shall have occurred which would cause the conditions set forth in Section 5.1 and 5.3 not to be satisfied, and such breach or failure to perform has not been cured within thirty (30) days after notice of such breach or failure to perform has been given by Buyer to Seller.

11.2 Effect of Termination. If this Agreement is terminated pursuant to Section 11.1, there shall be no liability or obligation on the part of Buyer or Seller, or any of their respective officers, directors, shareholders, agents or Affiliates, except that (i) Seller shall return to Buyer a full amount of the Advance Payment within three (3) business days after the effective date of the termination of this Agreement, (ii) the provisions of this Section 11.2, Section 11.3 and Section 12 of this Agreement shall remain in full force and effect and survive any termination of this Agreement and (iii) notwithstanding anything to the contrary contained in this Agreement, no parties shall be relieved of or released from any liabilities or damages arising out of its material breach of or material failure to perform its obligations under this Agreement. If this Agreement is terminated by Buyer pursuant to Section 11.1(c), in addition to the foregoing, Seller shall assign to Buyer the option to acquire 100% undivided interest in the License as set forth in Section 4 of the Option Agreement, as amended, within three (3) business days after the effectiveness of the termination of this Agreement.

11.3 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, all fees and expenses of any party hereto incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses.

12. Miscellaneous Provisions.

(a) Waivers and Amendments. This Agreement may be amended or modified in whole or in part only by a writing which makes reference to this Agreement executed by all of the parties hereto. The obligations of any party hereunder may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the party claimed to have given the waiver; provided, however, that any waiver by any party of any violation of, breach of, or default under any provision of this Agreement or any other agreement provided for herein shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement or any other agreement provided for herein.

(b) Notices. Any notice, request or other communication required or permitted hereunder shall be in writing and be deemed to have been duly given (a) when personally delivered or sent by facsimile transmission (the receipt of which is confirmed in writing), (b) one Business Day after being sent by a nationally recognized overnight courier service or (c) five Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, and if intended for either Party shall be addressed to the address provided below each Party's name on the signature page of this Agreement. Any Party, by written notice to the other Party, may change the address for notices to be delivered.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that Seller may not assign or transfer its rights hereunder without the prior written consent of Buyer, and Buyer may not assign or transfer its rights under this Agreement without the consent of Seller.

(d) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way and shall be construed in accordance with the purposes and intent of this Agreement.

(e) Entire Agreement. This Agreement contains the entire agreement of the Parties, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between and among the Parties, relating to the subject matter contained in this Agreement, which are not fully expressed herein.

(f) Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument. The signature pages hereto in facsimile copy or other electronic means, including e-mail attachment, shall be deemed an original for all purposes.

(g) Governing Law and Submission to Jurisdiction. This Agreement shall in all respects be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of law thereof. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in New York County, New York, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in the State of New York as described herein. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(h) Schedules. The schedules and exhibits attached to this Agreement are incorporated herein and shall be part of this Agreement for all purposes.

(i) Public Announcements. The parties shall consult with each other before issuing, and provide each other a reasonable opportunity to review and comment upon, any press release or public statement including necessary Company's filings with the SEC with respect to this Agreement and the transactions contemplated hereby and, except as may be required by applicable law, will not issue any such press release or make any such public statement prior to such consultation.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

SELLER

NMC CORP.

By: _____
Name:
Its:
Address:

BUYER

AFRICAN GRAPHITE, INC.

By: _____
Name:
Its:
Address: 318 North Carson Street, Suite 208 Carson City, NV 89701 USA

Exhibit 10.2

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (this "**Agreement**"), is dated as of November 14, 2013, by and between ZEWAR JEWELLERY, INC., a Nevada corporation ("**Zewar**" or the "**Company**"), and the subscribers identified on the signature pages hereto (each a "**Subscriber**" and collectively, the "**Subscribers**").

RECITALS:

WHEREAS, the Company and the Subscribers are executing and delivering this Agreement in reliance upon an exemption from securities registration afforded by the provisions of Section 4(2), Section 4(6), Regulation D ("**Regulation D**") and/or Regulation S ("**Regulation S**") as promulgated by the United States Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**1933 Act**").

WHEREAS, Hunter Wise Securities, LLC is acting as lead placement agent ("**Placement Agent**"), on a "best efforts" basis, in a private offering (the "**Offering**") in which the Subscribers agree to purchase and the Company agrees to offer and sell up to 512,821 shares (the "**Shares**") of the Company's common stock, $0.0001 par value per share (the "**Common Stock**") at a per share price of $7.80, subject to adjustment for the Stock Split, for aggregate gross proceeds of a minimum of $250,000 (the "**Minimum Offering**") to a maximum of $4,000,000 (the "**Purchase Price**"). The Shares are hereinafter referred to as the "**Purchased Securities.**"

WHEREAS, such Offering is in connection with the combination (the "**Combination**") of Zewar and African Graphite, Inc., a Nevada corporation ("**AGI**"). The closing of the Combination is conditioned upon all of the conditions of the Offering being met, including receipt of a minimum of $250,000 by the escrow agent from the Subscribers, and the Offering is conditioned upon the closing of the Combination. Pursuant to the Combination, AGI will become a wholly-owned subsidiary of Zewar.

WHEREAS, on November 14, 2013, AGI entered with NMC Corp., a company organized under the laws of the Province of Ontario, Canada ("**NMC**"), into a Stock Purchase Option Agreement substantially in the form of **Exhibit A** hereto (the "**Option Agreement**").

WHEREAS, promptly after the closing of the Combination and the Minimum Offering, the Company intends to effect a 7.8-for-1 forward stock split of its issued and outstanding shares of Common Stock (the "**Stock Split**").

WHEREAS, in connection with the closing of the Combination and the Offering and pursuant to the Option Agreement, NMC will be issued 1,615,385 pre-split shares of Common Stock. These shares shall be subject to a Lock-Up Agreement in the form of **Exhibit B** hereto (the "**Lock-Up Agreement**"), and a Stock Escrow Agreement in the form of **Exhibit C** hereto (the "**Stock Escrow Agreement**").

WHEREAS, the Company desires to enter into this Agreement to issue and sell the Purchased Securities and the Subscriber desires to purchase that number of Purchased Securities set forth on the signature page hereto on the terms and conditions set forth herein.

WHEREAS, the aggregate proceeds of the Offering shall be held in escrow pursuant to the terms of an Escrow Deposit Agreement to be executed by the parties substantially in the form attached hereto as **Exhibit D** (the "**Escrow Agreement**").

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and other agreements contained in this Agreement, the Company and the Subscriber hereby agree as follows:

1. Purchase and Sale of Shares. Subject to the satisfaction or waiver of the terms and conditions of this Agreement, on the Closing Date (as defined below), each Subscriber shall purchase and the Company shall sell to each Subscriber the Purchased Securities for the portion of the Purchase Price designated on the signature pages hereto.

2. Closing. The issuance and sale of the Purchased Securities shall occur on the closing date (the "**Closing Date**"), which shall be the date that Subscriber funds representing the net amount due to the Company from the Purchase Price of the Offering is transmitted by wire transfer or otherwise to or for the benefit of the Company. The consummation of the transactions contemplated herein (the "**Closing**") shall take place at the offices of Ofsink, LLC, 900 Third Avenue, 5th Floor, New York, New York 10022 on such date and time as the Subscribers and the Company may agree upon; provided, that all of the conditions set forth in Section 11 hereof and applicable to the Closing shall have been fulfilled or waived in accordance herewith. The Subscriber and the Company acknowledge and agree that the Company may consummate the sale of additional Purchased Securities to the Subscriber, on the terms set forth in this Agreement and the other Transaction Documents as defined herein, at more than one closing, each of which shall be held no later than December 31, 2014 (each referred to herein as a "**Closing**").

3. Subscriber Representations, Warranties and Covenants. The Subscriber hereby represents and warrants to and agrees with the Company that:

(a) Organization and Standing of the Subscriber. If such Subscriber is an entity, such Subscriber is a corporation, partnership or other entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization.

(b) Authorization and Power. Such Subscriber has the requisite power and authority to enter into and perform this Agreement and the other Transaction Documents (as defined in Section 4.1(c)) and to purchase the Purchased Securities being sold to it hereunder. The execution, delivery and performance of this Agreement and the other Transaction Documents by such Subscriber and the consummation by it of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or partnership action, and no further consent or authorization of such Subscriber or its Board of Directors, stockholders, partners, members, as the case may be, is required. This Agreement and the other Transaction Documents have been duly authorized, executed and delivered by such Subscriber and constitute, or shall constitute when executed and delivered, a valid and binding obligation of such Subscriber enforceable against such Subscriber in accordance with the terms thereof.

(c) No Conflicts. The execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation by such Subscriber of the transactions contemplated hereby and thereby or relating hereto do not and will not (i) result in a violation of such Subscriber's charter documents or bylaws or other organizational documents or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of any agreement, indenture or instrument or obligation to which such Subscriber is a party or by which its properties or assets are bound, or result in a violation of any law, rule, or regulation, or any order, judgment or decree of any court or governmental agency applicable to such Subscriber or its properties (except for such conflicts, defaults and violations as would not, individually or in the aggregate, have a material adverse effect on such Subscriber). Such Subscriber is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency in order for it to execute, deliver or perform any of its obligations under this Agreement and the other Transaction Documents or to purchase the Purchased Securities in accordance with the terms hereof, provided that for purposes of the representation made in this sentence, such Subscriber is assuming and relying upon the accuracy of the relevant representations and agreements of the Company herein.

(d) Acquisition for Investment. The Subscriber is acquiring the Purchased Securities solely for its own account for the purpose of investment and not with a view to or for resale in connection with a distribution. The Subscriber does not have a present intention to sell the Purchased Securities, nor a present arrangement (whether or not legally binding) or intention to effect any distribution of the Purchased Securities to or through any person or entity; provided, however, that by making the representations herein and subject to Section 3.2(h) below, the Subscriber does not agree to hold the Purchased Securities for any minimum or other specific term and reserves the right to dispose of the Purchased Securities at any time in accordance with Federal and state securities laws applicable to such disposition. The Subscriber acknowledges that it is able to bear the financial risks associated with an investment in the Purchased Securities and that it has been given full access to such records of the Company and the subsidiaries and to the officers of the Company and the subsidiaries and received such information as it has deemed necessary or appropriate to conduct its due diligence investigation and has sufficient knowledge and experience in investing in companies similar to the Company in terms of the Company's stage of development so as to be able to evaluate the risks and merits of its investment in the Company. The Subscriber further acknowledges that the Subscriber understands the risks of investing in companies which operate primarily in Ukraine and that the purchase of the Purchased Securities involves substantial risks.

(e) Information on Company. Such Subscriber has been furnished with or has had access to the EDGAR Website of the Commission and to the Company's Form 10-Q filed on EDGAR on August 27, 2013 for the fiscal quarter ended July 31, 2013, together with all other filings made with the Commission available at the EDGAR website (hereinafter referred to collectively as the "**Reports**") and all correspondence from the Commission to the Company including but not limited to the Commission's comment letters relating to the Company's periodic filings with the Commission whether available at the EDGAR website or not. In addition, such Subscriber has received in writing from the Company and AGI such other information concerning their operations, financial condition and other matters as such Subscriber has requested in writing, identified thereon as OTHER WRITTEN INFORMATION (such other information is collectively, the "**Other Written Information**"), and considered all factors such Subscriber deems material in deciding on the advisability of investing in the Purchased Securities. Such Subscriber has relied on the Reports and Other Written Information in making its investment decision.

(f) Opportunities for Additional Information. The Subscriber acknowledges that the Subscriber has had the opportunity to ask questions of and receive answers from, or obtain additional information from, the executive officers of the Company concerning the financial and other affairs of the Company.

(g) Information on Subscriber. If the Subscriber is a U.S. Person (as that term is defined in Section 3(o) of this Agreement), then such Subscriber represents that the Subscriber is, and will be on the Closing Date, an "**accredited investor**", as such term is defined in Regulation D promulgated by the Commission under the 1933 Act, is experienced in investments and business matters, has made investments of a speculative nature and has purchased securities of United States publicly-owned companies in private placements in the past and, with its representatives, has such knowledge and experience in financial, tax and other business matters as to enable such Subscriber to utilize the information made available by the Company to evaluate the merits and risks of and to make an informed investment decision with respect to the proposed purchase, which represents a speculative investment. Such Subscriber has the authority and is duly and legally qualified to purchase and own the Purchased Securities. Such Subscriber is able to bear the risk of such investment for an indefinite period and to afford a complete loss thereof. The information set forth on the signature page hereto regarding such Subscriber is accurate.

(h) Compliance with 1933 Act. If a U.S. Person, such Subscriber understands and agrees that the Purchased Securities have not been registered under the 1933 Act or any applicable state securities laws, by reason of their issuance in a transaction that does not require registration under the 1933 Act (based in part on the accuracy of the representations and warranties of the Subscriber contained herein), and that such Purchased Securities must be held indefinitely unless a subsequent disposition is registered under the 1933 Act or any applicable state securities laws or is exempt from such registration. The Subscriber acknowledges that the Subscriber is familiar with Rule 144 of the rules and regulations of the Commission, as amended, promulgated pursuant to the 1933 Act ("**Rule 144**"), and that such person has been advised that Rule 144 permits resales only under certain circumstances. The Subscriber understands that to the extent that Rule 144 is not available, the Subscriber will be unable to sell any Purchased Securities without either registration under the 1933 Act or the existence of another exemption from such registration requirement. In any event, and subject to compliance with applicable securities laws, the Subscriber may enter into lawful hedging transactions in the course of hedging the position they assume and the Subscriber may also enter into lawful short positions or other derivative transactions relating to the Purchased Securities, and deliver the Purchased Securities, to close out their short or other positions or otherwise settle other transactions, or loan or pledge the Purchased Securities, to third parties who in turn may dispose of these Purchased Securities.

(i) Purchased Securities Legend. The Purchased Securities shall bear the following or similar legend:

"**THE ISSUANCE AND SALE OF THE PURCHASED SECURITIES REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR APPLICABLE STATE SECURITIES LAWS. THE PURCHASED SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE PURCHASED SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH COUNSEL SHALL BE SELECTED BY THE HOLDER), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR PURSUANT TO RULE 144 OR RULE 144A UNDER SAID ACT, OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, THE PURCHASED SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE PURCHASED SECURITIES.**"

(j) Communication of Offer. The offer to sell the Purchased Securities was directly communicated to such Subscriber by the Company. At no time was such Subscriber presented with or solicited by any leaflet, newspaper or magazine article, radio or television advertisement, or any other form of general advertising or solicited or invited to attend a promotional meeting otherwise than in connection and concurrently with such communicated offer.

(k) Restricted Securities. Such Subscriber understands that the Purchased Securities have not been registered under the 1933 Act and such Subscriber will not sell, offer to sell, assign, pledge, hypothecate or otherwise transfer any of the Purchased Securities unless pursuant to an effective registration statement under the 1933 Act, or unless an exemption from registration is available. Notwithstanding anything to the contrary contained in this Agreement, such Subscriber may transfer (without restriction and without the need for an opinion of counsel) the Purchased Securities to its Affiliates (as defined below) provided that each such Affiliate is an "accredited investor" under Regulation D and such Affiliate agrees to be bound by the terms and conditions of this Agreement. For the purposes of this Agreement, an "**Affiliate**" of any person or entity means any other person or entity directly or indirectly controlling, controlled by or under direct or indirect common control with such person or entity. For purposes of this definition, "**control**" means the power to direct the management and policies of such person or firm, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

(l) No Governmental Review. Such Subscriber understands that no United States federal or state agency or any other governmental or state agency has passed on or made recommendations or endorsement of the Purchased Securities or the suitability of the investment in the Purchased Securities nor have such authorities passed upon or endorsed the merits of the offering of the Purchased Securities.

(m) Correctness of Representations. Such Subscriber represents that the foregoing representations and warranties are true and correct as of the date hereof and, unless such Subscriber otherwise notifies the Company prior to the Closing Date, shall be true and correct as of the Closing Date. The Subscriber understands that the Purchased Securities are being offered and sold in reliance on a transactional exemption from the registration requirement of Federal and state securities laws and the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Subscriber set forth herein in order to determine the applicability of such exemptions and the suitability of the Subscriber to acquire the Purchased Securities.

(n) Short Sales and Confidentiality. Other than the transaction contemplated hereunder, the Subscriber has not directly or indirectly, nor has any person acting on behalf of or pursuant to any understanding with the Subscriber, executed any disposition, including short sales (but not including the location and/or reservation of borrowable shares of Common Stock), in the securities of the Company during the period commencing from the time that the Subscriber first received a term sheet from the Company or any other person setting forth the material terms of the transactions contemplated hereunder until the date that the transactions contemplated by this Agreement are first publicly announced. The Subscriber covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company, the Subscriber will maintain the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction).

(o) Additional Representations, Warranties and Covenants of Non-U.S. Persons.

(i) The Subscriber understands that the investment offered hereunder has not been registered under the 1933 Act.

(ii) If the Subscriber is not a "U.S. Person" (as defined below), the Subscriber agrees and acknowledges that it was not, a "U.S. Person" at the time the Subscriber was offered the Purchased Securities and as of the date hereof:

(A) Any natural person resident in the United States;

(B) Any partnership or corporation organized or incorporated under the laws of the United States;

(C) Any estate of which any executor or administrator is a U.S. person;

(D) Any trust of which any trustee is a U.S. person;

(E) Any agency or branch of a foreign entity located in the United States;

(F) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;

(G) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident of the United States; and

(H) Any partnership or corporation if (i) organized or incorporated under the laws of any foreign jurisdiction and (ii) formed by a U.S. person principally for the purpose of investing in securities not registered under the 1933 Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a) of Regulation D promulgated under the 1933 Act) who are not natural persons, estates or trusts.

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

(iii) The Subscriber understands that no action has been or will be taken in any jurisdiction by the Company that would permit a public offering of the Purchased Securities in any country or jurisdiction where action for that purpose is required.

(iv) The Subscriber (i) as of the execution date of this Agreement is not located within the United States, and (ii) is not purchasing the Purchased Securities for the account or benefit of any U.S. Person, except in accordance with one or more available exemptions from the registration requirements of the 1933 Act or in a transaction not subject thereto.

(v) The Subscriber will not resell the Purchased Securities except in accordance with the provisions of Regulation S (Rule 901 through 905 and Preliminary Notes thereto), pursuant to a registration statement under the 1933 Act, or pursuant to an available exemption from registration; and agrees not to engage in hedging transactions with regard to such securities unless in compliance with the 1933 Act.

(vi) The Subscriber will not engage in hedging transactions with regard to shares of the Company prior to the expiration of the distribution compliance period specified in Category 2 or 3 (paragraph (b)(2) or (b)(3)) in Rule 903 of Regulation S, as applicable, unless in compliance with the 1933 Act; and as applicable, shall include statements to the effect that the securities have not been registered under the 1933 Act and may not be offered or sold in the United States or to U.S. persons (other than distributors) unless the securities are registered under the 1933 Act, or an exemption from the registration requirements of the 1933 Act is available.

(vii) No form of "directed selling efforts" (as defined in Rule 902 of Regulation S under the 1933 Act), general solicitation or general advertising in violation of the 1933 Act has been or will be used nor will any offers by means of any directed selling efforts in the United States be made by the Subscriber or any of their representatives in connection with the offer and sale of the Purchased Securities.

4. Company and AGI Representations and Warranties.

4.1 The Company represents and warrants to and agrees with each Subscriber that:

(a) Due Incorporation. The Company is a corporation or other entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the requisite corporate power to own its properties and to carry on its business as presently conducted. The Company is duly qualified as a foreign corporation to do business and is in good standing in each jurisdiction where the nature of the business conducted or property owned by it makes such qualification necessary, other than those jurisdictions in which the failure to so qualify would not have a Material Adverse Effect. For purposes of this Agreement, a "**Material Adverse Effect**" means any material adverse effect on the business, operations, properties, or financial condition of the Company and its Subsidiaries individually, or in the aggregate and/or any condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Company to perform any of its obligations under this Agreement in any material respect. For purposes of this Agreement, "**Subsidiary**" means, with respect to any entity at any date, any corporation, limited or general partnership, limited liability company, trust, estate, association, joint venture or other business entity of which more than 30% of (i) the outstanding capital stock having (in the absence of contingencies) ordinary voting power to elect a majority of the board of directors or other managing body of such entity, (ii) in the case of a partnership or limited liability company, the interest in the capital or profits of such partnership or limited liability company or (iii) in the case of a trust, estate, association, joint venture or other entity, the beneficial interest in such trust, estate, association or other entity business is, at the time of determination, owned or controlled directly or indirectly through one or more intermediaries, by such entity. As of the Closing Date, all of the Company's Subsidiaries and the Company's ownership interest therein are set forth on **Schedule 4.1(a)**.

(b) Outstanding Stock. All issued and outstanding shares of capital stock and equity interests in the Company have been duly authorized and validly issued and are fully paid and non-assessable.

(c) Authority; Enforceability. This Agreement, the Escrow Agreement, the Lock-Up Agreements, the Stock Escrow Agreement, and any other agreements delivered together with this Agreement or in connection herewith (collectively, the "**Transaction Documents**") have been duly authorized, executed and delivered by the Company and are valid and binding agreements of the Company enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity. The Company has full corporate power and authority necessary to enter into and deliver the Transaction Documents and to perform its obligations thereunder.

(d) Capitalization and Additional Issuances. The authorized and outstanding capital stock of the Company and Subsidiaries on a fully diluted basis as of the date of this Agreement and the Closing Date (not including the Purchased Securities) are set forth on **Schedule 4.1(d)**. Except as set forth on **Schedule 4(d)**, there are no options, warrants, or rights to subscribe to, securities, rights, understandings or obligations convertible into or exchangeable for or giving any right to subscribe for any shares of capital stock or other equity interest of the Company or any of the Subsidiaries. The only officer, director, employee and consultant stock option or stock incentive plan or similar plan currently in effect or contemplated by the Company is described on **Schedule 4.1(d)**. There are no outstanding agreements or preemptive or similar rights affecting the Company's common stock.

(e) Consents. No consent, approval, authorization or order of any court, governmental agency or body or arbitrator having jurisdiction over the Company, or any of its Affiliates, the Over The Counter Bulletin Board (the "**Bulletin Board**") or the Company's stockholders is required for the execution by the Company of the Transaction Documents and compliance and performance by the Company of its obligations under the Transaction Documents, including, without limitation, the issuance and sale of the Purchased Securities. The Transaction Documents and the Company's performance of its obligations thereunder have been unanimously approved by the Company's Board of Directors. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority in the world, including without limitation, the United States, or elsewhere is required by the Company or any Affiliate of the Company in connection with the consummation of the transactions contemplated by this Agreement, except as would not otherwise have a Material Adverse Effect or the consummation of any of the other agreements, covenants or commitments of the Company or any Subsidiary contemplated by the other Transaction Documents. Any such qualifications and filings will, in the case of qualifications, be effective on the Closing and will, in the case of filings, be made within the time prescribed by law.

(f) No Violation or Conflict. Assuming the representations and warranties of the Subscriber in Section 3 are true and correct, neither the issuance nor sale of the Purchased Securities nor the performance of the Company's obligations under this Agreement and all other Transaction Documents entered into by the Company relating thereto will:

(i) violate, conflict with, result in a breach of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would be reasonably likely to constitute a default) under (A) the articles or certificate of incorporation, charter or bylaws of the Company, (B) to the Company's knowledge, any decree, judgment, order, law, treaty, rule, regulation or determination applicable to the Company of any court, governmental agency or body, or arbitrator having jurisdiction over the Company or over the properties or assets of the Company or any of its Affiliates, (C) the terms of any bond, debenture, note or any other evidence of indebtedness, or any agreement, stock option or other similar plan, indenture, lease, mortgage, deed of trust or other instrument to which the Company or any of its Affiliates is a party, by which the Company or any of its Affiliates is bound, or to which any of the properties of the Company or any of its Affiliates is subject, or (D) the terms of any "lock-up" or similar provision of any underwriting or similar agreement to which the Company, or any of its Affiliates is a party except the violation, conflict, breach, or default of which would not have a Material Adverse Effect; or

(ii) result in the creation or imposition of any lien, charge or encumbrance upon the Purchased Securities or any of the assets of the Company or any of its Affiliates, except in favor of Subscriber as described herein; or

(iii) result in the activation of any anti-dilution rights or a reset or repricing of any debt, equity or security instrument of any creditor or equity holder of the Company, or the holder of the right to receive any debt, equity or security instrument of the Company nor result in the acceleration of the due date of any obligation of the Company; or

(iv) result in the triggering of any piggy-back or other registration rights of any person or entity holding securities of the Company or having the right to receive securities of the Company.

(g) The Purchased Securities. The Purchased Securities upon issuance:

(i) are, or will be, free and clear of any security interests, liens, claims or other encumbrances, subject only to restrictions upon transfer under the 1933 Act and any applicable state securities laws;

(ii) have been, or will be, duly and validly authorized and on the date of issuance of the Purchased Securities, the Purchased Securities will be duly and validly issued, fully paid and non-assessable;

(iii) will not have been issued or sold in violation of any preemptive or other similar rights of the holders of any securities of the Company or rights to acquire securities of the Company; and

(iv) will not subject the holders thereof to personal liability by reason of being such holders.

(h) Litigation. Except as disclosed in the Reports, there is no pending or, to the best knowledge of the Company, threatened action, suit, proceeding or investigation before any court, governmental agency or body, or arbitrator having jurisdiction over the Company, or any of its Affiliates that would affect the execution by the Company or the complete and timely performance by the Company of its obligations under the Transaction Documents. There is no pending or, to the best knowledge of the Company, basis for or threatened action, suit, proceeding or investigation before any court, governmental agency or body, or arbitrator having jurisdiction over the Company, or any of its Affiliates which litigation if adversely determined would have a Material Adverse Effect.

(i) No Market Manipulation. The Company and its Affiliates have not taken, and will not take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in stabilization or manipulation of the price of the Common Stock to facilitate the sale or resale of the Purchased Securities or affect the price at which the Purchased Securities may be issued or resold.

(j) Information Concerning Company. The Reports contain all material information relating to the Company and its operations and financial condition as of their respective dates which information is required to be disclosed therein. Since July 31, 2013 and except as modified in the Reports or in the Schedules hereto, there has been no Material Adverse Effect relating to the Company's business, financial condition or affairs. The Reports, including the financial statements included therein do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, taken as a whole, not misleading in light of the circumstances and when made.

(k) Defaults. The Company is not in material violation of its articles of incorporation or bylaws. The Company is (i) not in default under or in violation of any other material agreement or instrument to which it is a party or by which it or any of its properties are bound or affected, which default or violation would have a Material Adverse Effect, (ii) not in default with respect to any order of any court, arbitrator or governmental body or subject to or party to any order of any court or governmental authority arising out of any action, suit or proceeding under any statute or other law respecting antitrust, monopoly, restraint of trade, unfair competition or similar matters which default would have a Material Adverse Effect, or (iii) not in violation of any statute, rule or regulation of any governmental authority which violation would have a Material Adverse Effect.

(l) No Integrated Offering. Neither the Company, nor any of its Affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales of any security of the Company nor solicited any offers to buy any security of the Company under circumstances that would cause the offer of the Purchased Securities pursuant to this Agreement to be integrated with prior offerings by the Company for purposes of the 1933 Act or any applicable stockholder approval provisions. No prior offering will impair the exemptions relied upon in this Offering or the Company's ability to timely comply with its obligations hereunder. Neither the Company nor any of its Affiliates will take any action or steps that would cause the offer or issuance of the Purchased Securities to be integrated with other offerings which would impair the exemptions relied upon in this Offering or the Company's ability to timely comply with its obligations hereunder. The Company will not conduct any offering other than the transactions contemplated hereby that may be integrated with the offer or issuance of the Purchased Securities that would impair the exemptions relied upon in this Offering or the Company's ability to timely comply with its obligations hereunder.

(m) No General Solicitation. Neither the Company, nor any of its Affiliates, nor to its knowledge, any person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D/Regulation S under the 1933 Act) in connection with the offer or sale of the Purchased Securities.

(n) No Undisclosed Liabilities. Since July 31, 2013, except as disclosed in the Reports, the Company has no liabilities or obligations which are material, individually or in the aggregate, other than those incurred in the ordinary course of the Company businesses since July 31, 2013 and which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, except as disclosed in the Reports or on **Schedule 4.1(n)**.

(o) No Undisclosed Events or Circumstances. Since July 31, 2013, except as disclosed in the Reports, no event or circumstance has occurred or exists with respect to the Company or its businesses, properties, operations or financial condition, that, under applicable law, rule or regulation, requires public disclosure or announcement prior to the date hereof by the Company but which has not been so publicly announced or disclosed in the Reports.

(p) Dilution. The Company's executive officers and directors understand the nature of the Purchased Securities being sold hereby and recognize that the issuance of the Purchased Securities will have a potential dilutive effect on the equity holdings of other holders of the Company's equity or rights to receive equity of the Company. The board of directors of the Company has concluded, in its good faith business judgment that the issuance of the Purchased Securities is in the best interests of the Company. The Company specifically acknowledges that its obligation to issue the Purchased Securities is binding upon the Company and enforceable regardless of the dilution such issuance may have on the ownership interests of other shareholders of the Company or parties entitled to receive equity of the Company.

(q) No Disagreements with Accountants and Lawyers. There are no disagreements of any kind presently existing, or reasonably anticipated by the Company to arise between the Company and the accountants and lawyers previously and presently employed by the Company, including, but not limited to, disputes or conflicts over payment owed to such accountants and lawyers, nor have there been any such disagreements during the two years prior to the Closing Date, in each case, that could cause a Material Adverse Effect.

(r) Foreign Corrupt Practices. Neither the Company, nor to the knowledge of the Company, any agent or other person acting on behalf of the Company, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by the Company (or made by any person acting on its behalf of which the Company is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(s) Reporting Company. The Company is a publicly-held company subject to reporting obligations pursuant to Section 13 of the Securities Exchange Act of 1934, as amended (the "**1934 Act**"). Pursuant to the provisions of the 1934 Act, the Company has timely filed all reports and other materials required to be filed thereunder with the Commission during the preceding twelve months.

(t) Listing. The Company's common stock is quoted on the Bulletin Board currently under the symbol "**ZWJW.**" The Company has not received any oral or written notice that its common stock is not eligible nor will become ineligible for quotation on the Bulletin Board nor that its common stock does not meet all requirements for the continuation of such quotation. The Company satisfies all the requirements for the continued quotation of its common stock on the Bulletin Board.

(u) Transfer Agent. The name, address, telephone number, fax number, contact person and email address of the Company transfer agent is set forth on **Schedule 4.1(u)** hereto.

(w) Employees. Neither the Company nor any Subsidiary has any collective bargaining arrangements or agreements covering any of its employees. Neither the Company nor any Subsidiary has any employment contract, agreement regarding proprietary information, non-competition agreement, non-solicitation agreement, confidentiality agreement, or any other similar contract or restrictive covenant, relating to the right of any officer, employee or consultant to be employed or engaged by the Company or such Subsidiary required to be disclosed with the Commission under the Securities Exchange Act of 1934, as amended (the "**1934 Act**") on Form 8-K that is not so disclosed. To the knowledge of the Company, no officer, consultant or key employee of the Company or any Subsidiary whose termination, either individually or in the aggregate, would have a Material Adverse Effect, has terminated or, to the knowledge of the Company, has any present intention of terminating his or her employment or engagement with the Company or any Subsidiary.

(x) Public Utility Holding Company Act; Investment Company Act and U.S. Real Property Holding Corporation Status. The Company is not a "holding company" or a "public utility company" as such terms are defined in the Public Utility Holding Company Act of 1935, as amended. The Company is not, and as a result of and immediately upon the Closing will not be, an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended. The Company is not and has never been a U.S. real property holding corporation within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended.

(y) ERISA. No liability to the Pension Benefit Guaranty Corporation has been incurred with respect to any Plan (as defined below) by the Company or any of its Subsidiaries which is or would be materially adverse to the Company and its subsidiaries. The execution and delivery of this Agreement and the other Transaction Documents and the issuance and sale of the Purchased Securities will not involve any transaction which is subject to the prohibitions of Section 406 of ERISA or in connection with which a tax could be imposed pursuant to Section 4975 of the Internal Revenue Code of 1986, as amended, provided, that, if any of the Subscribers, or any person or entity that owns a beneficial interest in any of the Subscribers, is an "employee pension benefit plan" (within the meaning of Section 3(2) of ERISA) with respect to which the Company is a "party in interest" (within the meaning of Section 3(14) of ERISA), the requirements of Sections 407(d)(5) and 408(e) of ERISA, if applicable, are met. As used in this Section 2.1(bb), the term "**Plan**" shall mean an "employee pension benefit plan" (as defined in Section 3 of ERISA) which is or has been established or maintained, or to which contributions are or have been made, by the Company or any Subsidiary or by any trade or business, whether or not incorporated, which, together with the Company or any Subsidiary, is under common control, as described in Section 414(b) or (c) of the Code.

(z) Independent Nature of Subscribers. The Company acknowledges that the obligations of each Subscriber under the Transaction Documents are several and not joint with the obligations of any other Subscriber, and no Subscriber shall be responsible in any way for the performance of the obligations of any other Subscriber under the Transaction Documents. The Company acknowledges that the decision of each Subscriber to purchase securities pursuant to this Agreement has been made by such Subscriber independently of any other Subscriber and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of the Company or of its Subsidiaries which may have been made or given by any other Subscriber or by any agent or employee of any other Subscriber, and no Subscriber or any of its agents or employees shall have any liability to any Subscriber (or any other person) relating to or arising from any such information, materials, statements or opinions. The Company acknowledges that nothing contained herein, or in any Transaction Documents, and no action taken by any Subscriber pursuant hereto or thereto, shall be deemed to constitute the Subscribers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Subscribers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. The Company acknowledges that each Subscriber shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Subscriber to be joined as an additional party in any proceeding for such purpose.

(aa) OFAC. Neither the Company nor any of its Subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, Affiliate or person acting on behalf of any of the Company or any of its Subsidiaries, is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Company will not directly or indirectly use the proceeds of the sale of the Purchased Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary of the Company, joint venture partner or other person or entity, towards any sales or operations in Cuba, Iran, Syria, Sudan, Myanmar or any other country sanctioned by OFAC or for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(bb) Money Laundering Laws. The operations of each of the Company and its Subsidiaries are and have been conducted at all times in compliance with the money laundering requirements of all applicable governmental authorities and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental authority (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental authority or any arbitrator involving any of the Company or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(cc) Correctness of Representations. The Company represents that the foregoing representations and warranties are true and correct as of the date hereof in all material respects, and, unless the Company otherwise notifies the Subscribers prior to the Closing Date, shall be true and correct in all material respects as of the Closing Date; provided, that, if such representation or warranty is made as of a different date, in which case such representation or warranty shall be true as of such date.

(dd) Survival. The foregoing representations and warranties shall survive for a period of two years after the Closing Date.

(ee) No Brokers. Neither the Company nor any Subsidiary has taken any action which would give rise to any claim by any person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the transactions contemplated hereby, except for dealings with the Placement Agents, whose commissions and fees will be paid by the Company and except as set forth on **Schedule 4(ee)**.

4.2 AGI represents and warrants to and agrees with each Subscriber that:

(a) Due Incorporation. AGI is a corporation or other entity duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization and has the requisite corporate power to own its properties and to carry on its business as presently conducted. AGI is duly qualified as a foreign corporation to do business and is in good standing in each jurisdiction where the nature of the business conducted or property owned by it makes such qualification necessary, other than those jurisdictions in which the failure to so qualify would not have a Material Adverse Effect. As of the Closing Date, all of AGI's Subsidiaries and AGI's ownership interest therein are set forth on **Schedule 4.2(a)**.

(b) Outstanding Stock. All issued and outstanding shares of capital stock and equity interests in AGI have been duly authorized and validly issued and are fully paid and non-assessable.

(c) Authority; Enforceability. The Transaction Documents have been duly authorized, executed and delivered by AGI and are valid and binding agreements of AGI enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity. AGI has full corporate power and authority necessary to enter into and deliver the Transaction Documents and to perform its obligations thereunder.

(d) Consents. No consent, approval, authorization or order of any court, governmental agency or body or arbitrator having jurisdiction over AGI, or any of its Affiliates or AGI's shareholders is required for the execution by AGI of the Transaction Documents and compliance and performance by AGI of its obligations under the Transaction Documents, including, without limitation, the issuance and sale of the Purchased Securities. The Transaction Documents and AGI's performance of its obligations thereunder have been unanimously approved by AGI's Board of Directors. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any governmental authority in the world, including without limitation, the United States, or elsewhere is required by AGI or any Affiliate of AGI in connection with the consummation of the transactions contemplated by this Agreement, except as would not otherwise have a Material Adverse Effect or the consummation of any of the other agreements, covenants or commitments of AGI or any Subsidiary contemplated by the other Transaction Documents. Any such qualifications and filings will, in the case of qualifications, be effective on the Closing and will, in the case of filings, be made within the time prescribed by law.

(e) No Violation or Conflict. Assuming the representations and warranties of the Subscriber in Section 3 are true and correct, neither the issuance nor sale of the Purchased Securities nor the performance of AGI's obligations under this Agreement and all other Transaction Documents entered into by AGI relating thereto will:

(i) violate, conflict with, result in a breach of, or constitute a default (or an event which with the giving of notice or the lapse of time or both would be reasonably likely to constitute a default) under (A) the articles or certificate of incorporation, charter or bylaws of AGI, (B) to AGI's knowledge, any decree, judgment, order, law, treaty, rule, regulation or determination applicable to AGI of any court, governmental agency or body, or arbitrator having jurisdiction over AGI or over the properties or assets of AGI or any of its Affiliates, (C) the terms of any bond, debenture, note or any other evidence of indebtedness, or any agreement, stock option or other similar plan, indenture, lease, mortgage, deed of trust or other instrument to which AGI or any of its Affiliates is a party, by which AGI or any of its Affiliates is bound, or to which any of the properties of AGI or any of its Affiliates is subject, or (D) the terms of any "lock-up" or similar provision of any underwriting or similar agreement to which AGI, or any of its Affiliates is a party except the violation, conflict, breach, or default of which would not have a Material Adverse Effect; or

(ii) result in the creation or imposition of any lien, charge or encumbrance upon the Purchased Securities or any of the assets of AGI or any of its Affiliates except in favor of Subscriber as described herein; or

(iii) result in the activation of any anti-dilution rights or a reset or repricing of any debt, equity or security instrument of any creditor or equity holder of AGI, or the holder of the right to receive any debt, equity or security instrument of AGI nor result in the acceleration of the due date of any obligation of AGI; or

(iv) result in the triggering of any piggy-back or other registration rights of any person or entity holding securities of AGI or having the right to receive securities of AGI.

(f) Litigation. There is no pending or, to the best knowledge of AGI, threatened action, suit, proceeding or investigation before any court, governmental agency or body, or arbitrator having jurisdiction over AGI, or any of its Affiliates that would affect the execution by AGI or the complete and timely performance by AGI of its obligations under the Transaction Documents. Except as disclosed in the Reports, there is no pending or, to the best knowledge of AGI, basis for or threatened action, suit, proceeding or investigation before any court, governmental agency or body, or arbitrator having jurisdiction over AGI, or any of its Affiliates which litigation if adversely determined would have a Material Adverse Effect.

(g) No Market Manipulation. AGI and its Affiliates have not taken, and will not take, directly or indirectly, any action designed to, or that might reasonably be expected to, cause or result in stabilization or manipulation of the price of the common stock to facilitate the sale or resale of the Purchased Securities or affect the price at which the Purchased Securities may be issued or resold.

(h) Defaults. AGI is not in material violation of its articles of incorporation or bylaws. AGI is (i) not in default under or in violation of any other material agreement or instrument to which it is a party or by which it or any of its properties are bound or affected, which default or violation would have a Material Adverse Effect, (ii) not in default with respect to any order of any court, arbitrator or governmental body or subject to or party to any order of any court or governmental authority arising out of any action, suit or proceeding under any statute or other law respecting antitrust, monopoly, restraint of trade, unfair competition or similar matters which default would have a Material Adverse Effect, or (iii) not in violation of any statute, rule or regulation of any governmental authority which violation would have a Material Adverse Effect.

(i) No General Solicitation. Neither AGI, nor any of its Affiliates, nor to its knowledge, any person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D/Regulation S under the 1933 Act) in connection with the offer or sale of the Purchased Securities.

(j) No Undisclosed Liabilities. AGI has no liabilities or obligations which are material, individually or in the aggregate, other than those incurred in the ordinary course of AGI businesses and which, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, except as disclosed in **Schedule 4.2(j)**.

(k) Foreign Corrupt Practices. Neither AGI, nor to the knowledge of AGI, any agent or other person acting on behalf of AGI, has (i) directly or indirectly, used any funds for unlawful contributions, gifts, entertainment or other unlawful expenses related to foreign or domestic political activity, (ii) made any unlawful payment to foreign or domestic government officials or employees or to any foreign or domestic political parties or campaigns from corporate funds, (iii) failed to disclose fully any contribution made by AGI (or made by any person acting on its behalf of which AGI is aware) which is in violation of law, or (iv) violated in any material respect any provision of the Foreign Corrupt Practices Act of 1977, as amended.

(l) Independent Nature of Subscribers. AGI acknowledges that the obligations of each Subscriber under the Transaction Documents are several and not joint with the obligations of any other Subscriber, and no Subscriber shall be responsible in any way for the performance of the obligations of any other Subscriber under the Transaction Documents. AGI acknowledges that the decision of each Subscriber to purchase securities pursuant to this Agreement has been made by such Subscriber independently of any other Subscriber and independently of any information, materials, statements or opinions as to the business, affairs, operations, assets, properties, liabilities, results of operations, condition (financial or otherwise) or prospects of AGI or of its Subsidiaries which may have been made or given by any other Subscriber or by any agent or employee of any other Subscriber, and no Subscriber or any of its agents or employees shall have any liability to any Subscriber (or any other person) relating to or arising from any such information, materials, statements or opinions. AGI acknowledges that nothing contained herein, or in any Transaction Documents, and no action taken by any Subscriber pursuant hereto or thereto, shall be deemed to constitute the Subscribers as a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Subscribers are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by the Transaction Documents. AGI acknowledges that each Subscriber shall be entitled to independently protect and enforce its rights, including without limitation, the rights arising out of this Agreement or out of the other Transaction Documents, and it shall not be necessary for any other Subscriber to be joined as an additional party in any proceeding for such purpose.

(m) PFIC. Neither AGI nor any of its Subsidiaries is or intends to become a "passive foreign investment company" within the meaning of Section 1297 of the U.S. Internal Revenue Code of 1986, as amended.

(n) OFAC. Neither AGI nor any of its Subsidiaries nor, to the knowledge of AGI, any director, officer, agent, employee, Affiliate or person acting on behalf of any of AGI or any of its Subsidiaries, is currently subject to any U.S. sanctions administered by OFAC; and AGI will not directly or indirectly use the proceeds of the sale of the Purchased Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary of AGI, joint venture partner or other person or entity, towards any sales or operations in Cuba, Iran, Syria, Sudan, Myanmar or any other country sanctioned by OFAC or for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(o) Money Laundering Laws. The operations of each of AGI and its Subsidiaries are and have been conducted at all times in compliance with the money laundering requirements of all applicable Money Laundering Laws and no action, suit or proceeding by or before any court or governmental authority or any arbitrator involving any of AGI or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of AGI, threatened.

(p) Correctness of Representations. AGI represents that the foregoing representations and warranties are true and correct as of the date hereof in all material respects, and, unless AGI otherwise notifies the Subscribers prior to the Closing Date, shall be true and correct in all material respects as of the Closing Date; provided, that, if such representation or warranty is made as of a different date, in which case such representation or warranty shall be true as of such date.

(q) No Brokers. Neither AGI nor any Subsidiary has taken any action which would give rise to any claim by any person for brokerage commissions, finder's fees or similar payments relating to this Agreement or the transactions contemplated hereby, except for dealings with the Placement Agent, whose commissions and fees will be paid by AGI.

5. Regulation D/Regulation S Offering. The offer and issuance of the Purchased Securities to the Subscribers is being made pursuant to the exemption from the registration provisions of the 1933 Act afforded by Section 4(2) or Section 4(6) of the 1933 Act or Rule 506 of Regulation D and/or Regulation S promulgated thereunder.

6. Covenants of the Company. The Company covenants and agrees with the Subscribers as follows:

(a) Stop Orders. Subject to the prior notice requirement described in Section 6(n), the Company will advise the Subscribers, within twenty-four hours after it receives notice of issuance by the Commission, any state securities commission or any other regulatory authority of any stop order or of any order preventing or suspending any offering of any securities of the Company, or of the suspension of the qualification of the common stock of the Company for offering or sale in any jurisdiction, or the initiation of any proceeding for any such purpose. The Company will not issue any stop transfer order or other order impeding the sale, resale or delivery of any of the Purchased Securities, except as may be required by any applicable federal or state securities laws and unless contemporaneous notice of such instruction is given to the Subscribers.

(b) Listing/Quotation. The Company will maintain the quotation or listing of its common stock on the Nasdaq Capital Market, Nasdaq Global Market, Nasdaq Global Select Market, Bulletin Board, OTCQB or New York Stock Exchange (whichever of the foregoing is at the time the principal trading exchange or market for the common stock (the "**Principal Market**"), and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Principal Market, as applicable, as long as any Purchased Securities are outstanding.

(c) Market Regulations. If required, the Company shall notify the Commission, the Principal Market and applicable state authorities, in accordance with their requirements, of the transactions contemplated by this Agreement, and shall take all other necessary action and proceedings as may be required and permitted by applicable law, rule and regulation, for the legal and valid issuance of the Purchased Securities to the Subscribers and promptly provide copies thereof to the Subscribers.

(d) Filing Requirements. From the date of this Agreement and until the last to occur of (i) two (2) years after the final Closing Date, or (ii) the date when the Purchased Securities can be resold or transferred by the Subscribers pursuant to Rule 144 (the date of such latest occurrence being the "**End Date**"), the Company will comply in all respects with its reporting and filing obligations under the 1934 Act. The Company will use its best efforts not to take any action or file any document (whether or not permitted by the 1933 Act or the 1934 Act or the rules thereunder) to terminate or suspend its reporting and filing obligations under said acts until the End Date. Until all of the Purchased Securities are sold by the Subscriber, the Company will continue the listing or quotation of the Common Stock on a Principal Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Principal Market.

(e) Use of Proceeds. The proceeds of the Offering will be employed by the Company for expenses of the Offering, for the purposes set forth on **Schedule 6(e)** and general working capital. Except as described on **Schedule 6(e)**, the Purchase Price may not and will not be used for accrued and unpaid officer and director salaries, payment of financing related debt, redemption of outstanding notes or equity instruments of the Company nor non-trade obligations outstanding on the Closing Date. Contingent upon and promptly after a Closing with respect to the sale of Shares under the Offering for at least USD$250,000, AGI shall make a payment of USD$90,000 to NMC under the Option Agreement to be used towards payment of the outstanding obligations of NMC to Centre of Geoscience Research CC, a company organized under the laws of the Republic of Namibia ("**Centre**"), under that certain option agreement by and between NMC and Centre dated March 29, 2013, as amended on November 4, 2013, attached as Exhibit B to the Option Agreement.

(f) Taxes. The Company will promptly pay and discharge, or cause to be paid and discharged, when due and payable, all lawful taxes, assessments and governmental charges or levies imposed upon the income, profits, property or business of the Company; provided, however, that any such tax, assessment, charge or levy need not be paid if the validity thereof shall currently be contested in good faith by appropriate proceedings and if the Company shall have set aside on its books adequate reserves with respect thereto, and provided, further, that the Company will pay all such taxes, assessments, charges or levies forthwith upon the commencement of proceedings to foreclose any lien which may have attached as security therefore.

(g) Books and Records. The Company will keep true records and books of account in which full, true and correct entries will be made of all dealings or transactions in relation to its business and affairs in accordance with generally accepted accounting principles applied on a consistent basis.

(h) Governmental Authorities. The Company shall duly observe and conform in all material respects to all valid requirements of governmental authorities relating to the conduct of its business or to its properties or assets.

(i) Registration Statements on Form S-8. Until twelve (12) months after the initial Closing Date, the Company will not, without the consent of the Majority Holders, file with the United States Securities and Exchange Commission (the "SEC") any registration statements on Form S-8.

(j) DTC Program. Promptly after the closing of the Combination, the Company shall become a DTC FAST participant, and will, for a period of at least two (2) years from the final Closing Date, employ as the transfer agent for the Purchased Securities a participant in the Depository Trust Company Automated Securities Transfer Program that is eligible to deliver shares via the Deposit Withdrawal Agent Commission System.

7. Indemnification.

(a) In consideration of each Investor's execution and delivery of the Transaction Documents and acquiring the Securities thereunder and in addition to all of the Company's other obligations under the Transaction Documents, the Company shall defend, protect, indemnify and hold harmless each Subscriber and each holder of any Purchased Securities and all of their stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing Persons' agents or other representatives (including, without limitation, those retained in connection with the transactions contemplated by this Agreement) (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "**Indemnified Liabilities**"), incurred by any Indemnitee as a result of, or arising out of, or relating to (a) any misrepresentation or breach of any representation or warranty made by the Company or any of its Subsidiaries in any of the Transaction Documents, (b) any breach of any covenant, agreement or obligation of the Company or any of its Subsidiaries contained in any of the Transaction Documents or (c) any cause of action, regulatory action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company or any of its Subsidiaries or any cause of action, suit or claim filed by another shareholder, whether presently a shareholder or not, of the Company) and arising out of, resulting from, or relating to the execution, delivery, performance, enforcement, or act or omission of any Indemnitee relating to any rights or obligations arising from or as a result of any Transaction Documents.

(b) The Subscribers agree to indemnify, hold harmless, and reimburse the Company, the Company's officers, directors, agents, Affiliates, members, managers, control persons, and principal shareholders, against any claim, cost, expense, liability, obligation, loss or damage (including reasonable legal fees) of any nature, incurred by or imposed upon them or any such person which results, arises out of or is based upon liability that occurs as a result of an adjudication or finding by a court of competent jurisdiction of a material misrepresentation by the Subscribers in this Agreement or in any Exhibits or Schedules attached hereto or in any Transaction Documents. Notwithstanding the forgoing, in no event shall the liability of the Subscriber or permitted successor hereunder, or under any Transaction Documents or other agreement delivered in connection herewith, exceed the Purchase Price paid by such Subscriber.

(c) Each person entitled to indemnification under this Section 7 (for the purpose of this Section 7(c) only, an "**Indemnified Party**") shall give notice as promptly as reasonably practicable to each party required to provide indemnification under this Section 7 (for the purpose of this Section 7(c) only, an "Indemnifying Party") of any action commenced against or by it in respect of which indemnity may be sought hereunder, but failure to so notify an Indemnifying Party shall not release such Indemnifying Party from any liability that it may have, otherwise than on account of this indemnity agreement so long as such failure shall not have materially prejudiced the position of the Indemnifying Party. Upon such notification, the Indemnifying Party shall assume the defense of such action if it is a claim brought by a third party, and after such assumption the Indemnifying Party shall not be entitled to reimbursement of any expenses incurred by it in connection with such action except as described below. In any such action, any Indemnified Party shall have the right to retain its own counsel. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent (which shall not be unreasonably withheld or delayed by such Indemnifying Party), but if settled with such consent or if there be final judgment for the plaintiff, the Indemnifying Party shall indemnify the Indemnified Party from and against any loss, damage or liability by reason of such settlement or judgment.

8. Anti-dilution and Purchase Rights.

(a) Right of Participation. For twelve months after the Closing, the Subscribers shall have the right to purchase up to 25% of the securities offered by the Company in any subsequent offering (the "Follow-On Financing") upon the same terms as offered to all other offerees. The Subscribers shall be given not less than ten Business Days prior written notice (the "**Notice of Sale**") of any proposed Follow-On Financing and shall have the right during the ten Business Days following receipt of the Notice of Sale to purchase the securities offered in the Follow-On Financing.

(b) Anti-Dilution Adjustment. Other than in connection with Excepted Issuances (as such term is defined in the last sentence of this Section 8(b)), if within twelve months following the initial Closing of the sale of Shares in the Offering, the Company shall issue without the consent of the Majority Holders any Common Stock or securities convertible into or exercisable for shares of Common Stock (or modify the conversion or exercise price of any of the foregoing which may be outstanding) to any person or entity at a price per share which shall be less than 100% of the price per share of the Shares purchased by such Subscriber (including any issuances of securities in connection with the closing of a registered primary offering of any securities of the Company in any jurisdiction), subject to adjustment for stock dividends, subdivisions and combinations (the "**Lower Price Issuance**"), then the Company shall issue, for each such occasion, additional shares of Common Stock to the Subscriber respecting the Purchased Securities that are then still owned by the Subscriber at the time of the Lower Price Issuance so that the average per share purchase price of the Purchased Securities owned by the Subscriber on the date of the Lower Price Issuance plus such additional shares issued to Subscriber pursuant to this Section 8(b) is equal to such other lower price per share. The delivery to Subscriber of the additional shares of Common Stock shall be not later than the 5 Business Days after the closing date of the transaction giving rise to the requirement to issue additional shares of Common Stock. For purposes of the issuance and adjustment described in this Section 8(b), in the case of the issuance of securities convertible into or exercisable for shares of Common Stock, the price per share shall be deemed to be the quotient obtained by dividing (i) the sum of (A) the price paid for such derivative security plus (B) the aggregate amount of consideration to be paid upon conversion or exercise price of such security for the maximum number of shares for which the derivative security may be converted or exercised, by (ii) the total number of shares of common stock issuable upon conversion or exercise price of such security for the maximum number of shares for which the derivative security may be converted or exercised. The adjustment described in this Section 8(b) shall be made immediately upon the earlier of (x) the issuance of the derivative security or (y) the Company entering into an agreement to issue the derivative security, in each case at a price lower than the price per Share in the Offering (which price is subject to adjustment for stock dividends, subdivisions and combinations), but such adjustment shall not be made again upon any issuance of shares of Common Stock upon conversion of such derivative security. Any Common Stock or derivative security issued or issuable by the Company for no consideration or for consideration that cannot be determined at the time of issuance will be deemed issuable or to have been issued for $0.01 per share of Common Stock. The rights of Subscriber set forth in this Section 8 are in addition to any other rights the Subscriber has pursuant to this Agreement, any Transaction Documents, and any other agreement referred to or entered into in connection herewith or to which Subscriber and Company are parties. For purposes hereof, "**Excepted Issuances**" means the (i) Company's issuances of securities comprising the full or partial consideration in connection with a strategic merger, acquisition, consolidation or purchase of substantially all of the securities or assets of a corporation or other entity that has been approved by a majority of disinterested directors of the Company and in which holders of such securities or debt are not at any time granted registration rights, (ii) the Company's issuance of securities in connection with strategic license agreements and other partnering arrangements so long as such issuances are not for the purpose of raising capital and which holders of such securities or debt are not at any time granted registration rights, (iii) the Company's issuance of common stock or its issuances or grants of options to purchase common stock to employees, directors, and officers of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of the Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose, and (iv) the Company's issuances of securities upon the exercise or exchange of or conversion of any securities exercisable or exchangeable for or convertible into shares of common stock issued and outstanding on the date of this Agreement, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities.

9. Closing Conditions.

(a) The obligation hereunder of the Subscriber to acquire and pay for the Purchased Securities is subject to the satisfaction or waiver, at or before the Closing, of each of the conditions set forth below. These conditions are for the Subscriber's sole benefit and may be waived by the Subscriber at any time in its sole discretion.

(i) The representations and warranties of the Company contained in this Agreement shall have been true and correct on the date of this Agreement and shall be true and correct on the Closing Date as if given on and as of the Closing Date (except for representations given as of a specific date, which representations shall be true and correct as of such date), and on or before the Closing Date the Company shall have performed all covenants and agreements of the Company contained herein or in any of the other Transaction Documents required to be performed by the Company on or before the Closing Date;

(ii) The Transaction Documents have been duly executed and delivered by the Company to the Escrow Agent;

(iii) On the Closing Date, the Subscriber shall have received an opinion of LorentzAngula Incorporated, the Namibian counsel for NMC, dated the Closing Date, addressed to the Subscribers, in the form attached as **Exhibit E**.

(b) The obligation hereunder of the Company to issue and sell the Purchased Securities to the Subscriber is subject to the satisfaction or waiver, at or before the Closing, of each of the conditions set forth below. These conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion.

(i) The representations and warranties of the Subscriber in this Agreement and each of the other Transaction Documents to which the Subscriber is a party shall be true and correct in all material respects as of the date when made and as of the Closing Date as though made at that time, except for representations and warranties that are expressly made as of a particular date, which shall be true and correct in all material respects as of such date;

(ii) The Purchase Price for the Purchased Securities has been delivered to the escrow account maintained by Escrow, LLC (the "**Escrow Agent**"); and

(iii) The Transaction Documents to which the Subscriber is a party have been duly executed and delivered by the Subscriber to the Company.

10. Miscellaneous.

(a) Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a Business Day during normal business hours where such notice is to be received), or the first Business Day following such delivery (if delivered other than on a Business Day during normal business hours where such notice is to be received) or (b) on the second Business Day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Company, to:

ZEWAR JEWELLERY, INC.
318 N. Carson Street, Suite 208
Carson City, NV 89701 USA
Attn: Charles C. Bream III, CEO
Email: cliffbream@gmail.com

With a copy by fax only to (which copy shall not constitute notice):

Ofsink, LLC
900 Third Avenue, 5th Floor
New York, New York 10022
Attn: Darren L. Ofsink, Esq.
Facsimile: (212) 224-9844

If to the Subscribers:

To each of the addresses and facsimile numbers listed on the signature pages of this Agreement

(b) Entire Agreement; Amendment. This Agreement and the other Transaction Documents contain the entire understanding and agreement of the parties with respect to the matters covered hereby and, except as specifically set forth herein or in the Transaction Documents, neither the Company nor any of the Subscribers makes any representations, warranty, covenant or undertaking with respect to such matters and they supersede all prior understandings and agreements with respect to said subject matter, all of which are merged herein. No provision of this Agreement nor any of the Transaction Documents may be waived or amended other than by a written instrument signed by the Company and the holders of at least fifty one percent (51%) of the total number of Shares purchased in the Offering and then held by the holders (the "**Majority Holders**"), and no provision hereof may be waived other than by a written instrument signed by the Majority Holders. No such amendment shall be effective to the extent that it applies to less than all of the holders of the Shares then outstanding. No consideration shall be offered or paid to any person to amend or consent to a waiver or modification of any provision of any of the Transaction Documents unless the same consideration is also offered to all of the parties to the Transaction Documents or holders of Purchased Shares, as the case may be.

(c) Counterparts/Execution. This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile transmission, PDF, electronic signature or other similar electronic means with the same force and effect as if such signature page were an original thereof.

(d) Law Governing this Agreement; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws. **Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties undertake to keep confidential all awards and orders in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain – save and to the extent that disclosure may be required of a party by legal duty, including any reporting obligations of the Company under the Securities Exchange Act of 1934, as amended, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.**

(f) Damages. In the event the Subscriber is entitled to receive any liquidated damages pursuant to the Transaction Documents, the Subscriber may elect to receive the greater of actual damages or such liquidated damages.

(g) Maximum Payments. Nothing contained herein or in any document referred to herein or delivered in connection herewith shall be deemed to establish or require the payment of a rate of interest or other charges in excess of the maximum permitted by applicable law. In the event that the rate of interest or dividends required to be paid or other charges hereunder exceed the maximum permitted by such law, any payments in excess of such maximum shall be credited against amounts owed by the Company to the Subscriber and thus refunded to the Company.

(h) Calendar Days and Business Days. All references to "days" in the Transaction Documents shall mean calendar days unless otherwise stated. The term "Business Day" shall mean days that the New York Stock Exchange is open for trading for three or more hours. Time periods shall be determined as if the relevant action, calculation or time period were occurring in New York City. Any deadline that falls on a non-Business Day in any of the Transaction Documents shall be automatically extended to the next Business Day and interest, if any, shall be calculated and payable through such extended period.

(i) Captions: Certain Definitions. The captions of the various sections and paragraphs of this Agreement have been inserted only for the purposes of convenience; such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement. As used in this Agreement the term "**person**" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof.

(j) Severability. In the event that any term or provision of this Agreement shall be finally determined to be superseded, invalid, illegal or otherwise unenforceable pursuant to applicable law by an authority having jurisdiction and venue, that determination shall not impair or otherwise affect the validity, legality or enforceability: (i) by or before that authority of the remaining terms and provisions of this Agreement, which shall be enforced as if the unenforceable term or provision were deleted, or (ii) by or before any other authority of any of the terms and provisions of this Agreement.

[Signature Pages Follow]

SIGNATURE PAGE TO SUBSCRIPTION AGREEMENT

Please acknowledge your acceptance of the foregoing Subscription Agreement with ZEWAR JEWELLERY, INC. by signing and returning a copy to the Company whereupon it shall become a binding agreement.

NUMBER OF SHARES _____ x $7.80 = _____ (the "Purchase Price")

Signature	Signature (if purchasing jointly)
Name Typed or Printed	Name Typed or Printed
Entity Name	Entity Name
Address	Address
City, State and Zip Code/Country	City, State and Zip Code/Country
Telephone - Business	Telephone – Business
Telephone – Residence	Telephone – Residence
Facsimile – Business	Facsimile – Business
Facsimile – Residence	Facsimile – Residence
Tax ID # or Social Security #	Tax ID # or Social Security #

Name in which securities should be issued: _____

Dated: _____, 2013

This Subscription Agreement is agreed to and accepted as of _____, 2013.

ZEWAR JEWELLERY, INC.

By: _____
Name:
Title:

Solely with respect to Section 4.2,
(Representations by African Graphite, Inc.),

AFRICAN GRAPHITE, INC.

By: _____
Name:
Title:

LIST OF EXHIBITS AND SCHEDULES

Exhibits

Exhibit A	Form of Option Agreement
Exhibit B	Form of Lock-Up Agreement
Exhibit C	Form of Stock Escrow Agreement
Exhibit D	Form of Escrow Agreement
Exhibit E	Form of Legal Opinion

Schedules

4.1(a)	Subsidiaries
4.1(d)	Capitalization
4.1(n)	Undisclosed Liabilities
4.1(u)	Transfer Agent
4.1(ee)	Brokers
4.2(a)	AGI Subsidiaries
4.2(j)	Liabilities
6(e)	Use of Proceeds

Schedule 4.1(a)

Subsidiaries

Name	Jurisdiction	Ownership
African Graphite, Inc.	Nevada	100%

Schedule 4.1(d)

Capitalization

ZEWAR JEWELLERY, INC.

Authorized shares: 100,000,000 shares of common stock, par value $.0001 per share; 25,000,000 shares of preferred stock.

Outstanding shares: 6,500,000 shares of common stock

Undertakings to issue securities:

NMC, Corp.	1,615,385 pre-split shares of common stock
Hunter Wise Financial Group, LLC	246,154 pre-split shares of common stock

African Graphite, Inc.

Authorized shares: 1,000,000 shares of common stock, par value $.001 per share
Outstanding shares: 575,644 shares of common stock

Schedule 4.1(n)

Undisclosed Liabilities

None

Schedule 4.1(u)

Transfer Agent

Globex Transfer, LLC
780 Deltona Blvd., Suite 202
Deltona, FL 32725
Tel: 813-344-4490
Fax: 386-267-3124

Schedule 4.1(ee)

Brokers and Placement Agent Commissions and Fees

Placement Agent Commissions and Fees

As stated in the October 28, 2013 Advisory Agreement between Hunter Wise Financial Group, LLC and/or Hunter Wise Securities, LLC and or its assigns (hereafter, together or separately, "Hunter Wise") with African Graphite, Inc. ("AGI" or the "Company"), the following compensation is payable by the Company to Hunter Wise, under the paragraph numbers listed:

Section 3.1 Transactions: The acquisition of certain of AGI's assets and NMC's assets by ZWJW for an Aggregate Consideration of 21.5 million post-forward split shares will result in a Merger and Acquisition fee payable to Hunter Wise Financial Group of 1.92 million post-forward split shares.

Section 3.2.2 Equity Investment: (i) Hunter Wise Securities shall receive a 10% cash commission on the gross Offering amount to be disbursed to the Company; (ii) Hunter Wise Financial Group to receive Warrants to purchase shares in the Company equal to 10% of the gross Offering amount to be disbursed to the Company, at a post-split strike price of $1.00 per share; (iii) Hunter Wise Financial Group is entitled to receive, upon completion of at least $2,000,000 in gross proceeds of the Offering, shares in the Company equal to 10% of the then-current issued and outstanding shares.

Section 3.4 Advisory Fees: Hunter Wise Financial Group shall receive an Initial Advisory Fee of $50,000 upon Closing of at least $1,000,000 under the Offering. Upon closing a total of at least $2,000,000 in investment in AGI or the Company, Hunter Wise Financial Group shall receive an Additional Advisory Fee of $50,000.

Schedule 4.2(a)

AGI Subsidiaries

None

Schedule 4.2(j)

Liabilities

Pursuant to the Option Agreement, AGI is required to pay to NMC (i) $90,000 upon grant of the option to purchase 90% of the issued and outstanding shares of Gazania Investments Two Hundred and Forty Two (Proprietary) Limited (2013/0744), a company organized under the laws of the Republic of Namibia, and (ii) $150,000 upon exercise of such Option.

Schedule 6(e)

Use of Proceeds

General Working Capital

NMC Option Grant Purchase Consideration

Placement Agent Fees

Professional Advisor Fees (North American and African geological consultants, legal counsel and accountants)

EXHIBIT 10.3

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is made and entered into as of November 14, 2013 by and between Mr. Mohsin Mulla (the "Seller"), and African Graphite, Inc., a Nevada corporation (the "Purchaser").

WHEREAS, the Seller is the sole record and beneficial owner of 3,300,000 shares (the "Shares") of common stock, par value $0.0001 per share (the "Common Stock"), of Zewar Jewellery, Inc., a Nevada corporation (the "Company");

WHEREAS, the Purchaser desires to acquire from the Seller, and the Seller desires to sell to the Purchaser the Shares in the manner and on the terms and conditions hereinafter set forth; and

WHEREAS, the Shares represent 50.8% of the outstanding shares of the Company's Common Stock.

NOW, THEREFORE, in consideration of these premises, the mutual covenants and agreements herein contained and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I DEFINITIONS.

The following terms when used in this Agreement have the following respective meanings:

"1933 Act" means the Securities Act of 1933, as amended.

"1934 Act" means the Securities Exchange Act of 1934, as amended.

"Affiliate" means with respect to any Person, any (i) officer, director, partner or holder of more than 10% of the outstanding shares or equity interests of such Person, (ii) any relative of such Person, or (iii) any other Person which directly or indirectly controls, is controlled by, or is under common control with such Person. A Person will be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the "Controlled" Person, whether through ownership of voting securities, by contract, or otherwise.

"Acquisition Proposal" means any offer or proposal for, or indication of interest in, any acquisition of all or a portion of the Shares or any other assets or securities of the Company, whether by way of a purchase, merger, consolidation or other business combination.

"Articles of Incorporation" means the Articles of Incorporation of the Company, as amended, and as on file with the Secretary of State of the State of Nevada on the date of this Agreement.

"Business Day" means a day other than Saturday, Sunday or statutory holiday in the State of New York and in the event that any action to be taken hereunder falls on a day which is not a Business Day, then such action shall be taken on the next succeeding Business Day.

"Bylaws" mean the Bylaws of the Company.

"Cash Purchase Price" means Seventy Six Thousand U.S. Dollars (US$76,000).

"Closing Date" has the meaning set forth in Section 3.1 hereof.

"Closing" has the meaning set forth in Section 3.1 hereof.

"Common Stock" has the meaning set forth in the recitals hereto.

"Company" has the meaning set forth in the recitals hereto.

"Company Closing Obligations" shall have the meaning as used in Section 4.2(j) hereof.

"Corporate Records" shall have the meaning as used in Section 4.2(n) hereof.

"Encumbrances" shall have the meaning as used in Section 4.1(b) hereof.

"GAAP" means generally accepted accounting principles in the United States.

"Governmental Authority" means the United States, any state or municipality, the government of any foreign country, any subdivision of any of the foregoing, or any authority, department, commission, board, bureau, agency, court, or instrumentality of any of the foregoing.

"Indemnification" shall have the meaning as used in Section 5.7 hereof.

"Knowledge" means the actual knowledge of such Person or its Affiliates.

"Lien" means any mortgage, lien, pledge, security interest, easement, conditional sale or other title retention agreement, or other encumbrance of any kind.

"Material Adverse Effect" means a change or effect in the condition (financial or otherwise), properties, assets, liabilities, rights or business of the Company which change or effect, individually or in the aggregate, could reasonably be expected to be materially adverse to such condition, properties, assets, liabilities, rights, operations or business.

"Material Changes" shall have the meaning as used in Section 4.2(g) hereof.

"Minute Books" shall have the meaning as used in Section 4.2(n) hereof.

"Notes" shall have the meaning set forth in the recitals hereto.

"OTCBB" has the meaning set forth in Section 4.2(m) hereof.

"Person" means an individual, corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, or Governmental Authority.

"Returns" shall have the meaning as used in Section 4.2(l) hereof.

"SEC" means the U.S. Securities and Exchange Commission.

"SEC Filings" means the Company's annual reports, quarterly reports and other publicly-available filings made by the Company with the SEC under Section 13 or Section 15(d) of the 1934 Act.

"Securities" means the Shares.

"Shares" shall have the meaning set forth in the recitals hereto.

"Stockholders" mean the record holders of shares of the Company's Common Stock.

"Tax" or "Taxes" means any and all federal, state, local and foreign taxes, including, without limitation, gross receipts, income, profits, sales, use, occupation, value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, assessments, governmental charges and duties together with all interest, penalties and additions imposed with respect to any such amounts and any obligations under any agreements or arrangements with any other person with respect to any such amounts and including any liability of a predecessor entity for any such amounts.

SECTION II PURCHASE AND SALE OF COMMON STOCK.

2.1 Purchase of Shares and Notes. At the Closing, based upon the representations, warranties, covenants and agreements of the parties set forth in this Agreement, the Purchaser shall acquire from the Seller, and the Seller shall sell to the Purchaser, the Shares for an aggregate purchase price of Seventy Six Thousand U.S. Dollars (US$76,000) (the "Cash Purchase Price"). The Cash Purchase Price have been deposited in a non-interest bearing escrow account (the "Escrow Account") with Escrow, LLC, as escrow agent (the "Escrow Agent"), pursuant to the terms of that certain Escrow Agreement by and between the Purchaser and the Escrow Agent.

SECTION III THE CLOSING.

3.1 Closing. The closing of the sale of the Shares pursuant to Section 2.1 hereof and certain of the other transactions contemplated hereby (the "Closing") shall take place at the offices of the Purchaser's counsel, Ofsink, LLC, located at 900 Third Avenue, 5th Floor, New York, New York 10022 on the next Business Day (or such later date as the parties hereto may agree) following the satisfaction or waiver of the conditions set forth in Section VI hereof (the "Closing Date"), or at such other time or place as the parties mutually agree.

3.2 Deliveries by the Seller. At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser the following items (in addition to any other items required to be delivered to the Purchaser pursuant to any other provision of this Agreement):

(a) original certificates representing the Shares being sold by the Seller to the Purchaser pursuant to Section 2.1 hereof, duly recorded on the books of the Company, along with stock powers for such certificates duly executed in blank;

(b) resignations of the current directors and officers from their positions as directors and officers of the Company;

(c) duly executed corporate actions accepting any resignations pursuant to Section 3.2(b), appointing Charles Clifford Bream III as the director, President, Chief Executive Officer, Chief Financial Officer and Treasurer of the Company, and Michael J. Doron as the Chairman and Secretary of the Company; and

(d) all records and documents relating to the Company, wherever located, including, but not limited to, all books, records, government filings, Tax Returns, consent decrees, orders, and correspondence, financial information and records, electronic files containing any financial information and records, and other documents used in or associated with the Company, to the extent such records and documents have not been previously delivered to the Purchaser.

3.3 Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver or cause to be delivered to the Seller (in addition to any other items required to be delivered to the Seller pursuant to any other provision of this Agreement):

(a) an instruction letter signed by the Purchaser and addressed to the Escrow Agent setting forth the disbursement of the Cash Purchase Price from the Escrow Account to the Seller at the Closing.

SECTION IV REPRESENTATIONS AND WARRANTIES.

4.1 Representations and Warranties of the Seller with respect to the Securities. The Seller represents and warrants to the Purchaser with respect to the Securities that:

(a) Capacity of the Seller; Authorization; Execution of Agreements. The Seller has all requisite power, authority and capacity to enter into this Agreement and to perform the transactions and obligations to be performed by it hereunder. This Agreement constitutes a valid and legally binding agreement of the Seller, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of the United States (both state and federal), affecting the enforcement of creditors' rights or remedies in general from time to time in effect and the exercise by courts of equity powers or their application of principles of public policy.

(b) Title to Securities. The Seller is the sole record and beneficial owner of the Securities and has sole managerial and dispositive authority with respect to the Securities. The Seller has not granted any person a proxy with respect to the Shares that has not expired or been validly withdrawn. The sale and delivery by the Seller of the Securities to the Purchaser pursuant to this Agreement will vest in the Purchaser legal and valid title to the Securities, free and clear of all Liens, security interests, adverse claims or other encumbrances of any character whatsoever, other than encumbrances created by the Purchaser and restrictions on the resale of the Securities under applicable securities laws ("Encumbrances").

(c) Brokers, Finders, and Agents. The Seller is not, directly or indirectly, obligated to anyone acting as broker, finder or in any other similar capacity in connection with this Agreement or the transactions contemplated hereby. No Person has or, immediately following the consummation of the transactions contemplated by this Agreement, will have, any right, interest or valid claim against the Company, the Seller or the Purchaser for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement, nor are there any brokers' or finders' fees or any payments or promises of payment of similar nature, however characterized, that have been paid or that are or may become payable in connection with the transactions contemplated by this Agreement, as a result of any agreement or arrangement made by the Seller.

(d) Disclosure. The Seller acknowledges and agrees that the representations and warranties by the Seller in this Section 4.1 are true and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading, under the circumstance under which they were made. The Seller acknowledges and agrees that the Purchaser does not make and has not made (i) any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Section 4.3, or (ii) any statement, commitment or promise to the Seller or any of their representatives which is or was an inducement to the Seller to enter into this Agreement, other than as set forth in this Agreement.

4.2 Representations and Warranties of the Seller with respect to the Company. The Seller represents and warrants to the Purchaser, with respect to the Company, that:

(a) Organization and Standing. The Company is duly incorporated and validly existing under the laws of the State of Nevada, and has all requisite corporate power and authority to own or lease its properties and assets and to conduct its business as it is presently being conducted. The Company does not own any equity interest, directly or indirectly, in any other Person or business enterprise. The Company is qualified to do business and is in good standing in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect upon its assets, properties, financial condition, results of operations or business. The Company has no subsidiaries. Except as set forth in Section 3.2(d) hereof, no corporate proceedings on the part of the Company (including the approval of the Company's Board of Directors or shareholders) are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(b) Capitalization. At the date of this Agreement, the authorized capital stock of the Company consists of 100,000,000 shares of Common Stock, of which 6,500,000 shares are issued and outstanding, and 25,000,000 shares of preferred stock, par value $0.0001 per share, none of which is issued and outstanding. The Company has no other class or series of equity securities authorized, issued, reserved for issuance or outstanding. There are (x) no outstanding options, offers, warrants, conversion rights, contracts or other rights to subscribe for or to purchase from the Company, or agreements obligating the Company to issue, transfer, or sell (whether formal or informal, written or oral, firm or contingent), shares of capital stock or other securities of the Company (whether debt, equity, or a combination thereof) or obligating the Company to grant, extend, or enter into any such agreement and (y) no agreements or other understandings (whether formal or informal, written or oral, firm or contingent) which require or may require the Company to repurchase any of its Common Stock. There are no preemptive or similar rights granted by the Company with respect to the Company's capital stock. There are no anti-dilution or price adjustment provisions contained in any security issued by the Company. The Company is not a party to, and, to the Knowledge of the Seller, without inquiry, no Stockholder is a party to, any registration rights agreements, voting agreements, voting trusts, proxies or any other agreements, instruments or understandings with respect to the voting of any shares of the capital stock of the Company, or any agreement with respect to the transferability, purchase or redemption of any shares of the capital stock of the Company. The sale of the Securities to the Purchaser does not obligate the Company to issue any shares of capital stock or other securities to any Person (other than the Purchaser) and will not result in a right of any holder of Company securities, by agreement with the Company, to adjust the exercise, conversion, exchange or reset price under such securities. The outstanding Common Stock is all duly and validly authorized and issued, fully paid and nonassessable. The Seller will cause the Company not to issue, or resolve or agree to issue, any securities to any party, other than the Purchaser, prior to the Closing. The Shares represent 50.8% of the outstanding Common Stock of the Company.

(c) Status of Securities. The Securities (i) have been duly authorized, validly issued, fully paid and are nonassessable, and will be such at the Closing, (ii) were issued in compliance with all applicable United States federal and state securities laws, and will be in compliance with such laws at the Closing, (iii) subject to restrictions under this Agreement, and applicable United States federal and state securities laws, have the rights and preferences set forth in the Articles of Incorporation, as amended, and will have such rights and preferences at the Closing, and (iv) are free and clear of all Encumbrances and will be free and clear of all Encumbrances at the Closing (other than Encumbrances created by the Purchaser and restrictions on the resale of the Securities under applicable securities laws).

(d) Conflicts; Defaults. The execution and delivery of this Agreement by the Seller and the performance by the Seller of the transactions and obligations contemplated hereby and thereby to be performed by it do not (i) violate, conflict with, or constitute a default under any of the terms or provisions of, the Articles of Incorporation, as amended, the Bylaws, or any provisions of, or result in the acceleration of any obligation under, any contract, note, debt instrument, security agreement or other instrument to which the Company is a party or by which the Company, or any of the Company's assets, is bound; (ii) result in the creation or imposition of any Encumbrances or claims upon the Company's assets or upon any of the shares of capital stock of the Company; (iii) constitute a violation of any law, statute, judgment, decree, order, rule, or regulation of a Governmental Authority applicable to the Company; or (iv) constitute an event which, after notice or lapse of time or both, would result in any of the foregoing.

(e) Securities Laws. The Company has complied in all material respects with applicable federal securities laws, rules and regulations, including the Sarbanes-Oxley Act of 2002, as amended, as such laws, rules and regulations apply to the Company and its securities. All shares of capital stock of the Company have been issued in accordance with applicable federal securities laws, rules and regulations. There are no stop orders in effect with respect to any securities of the Company that have been communicated to the Company's transfer agent.

(f) SEC Filings. The SEC Filings, when filed, complied in all material respects with the requirements of Section 13 or Section 15(d) of the 1934 Act, as such sections were applicable as of the dates when filed, and did not, as of the dates when filed, contain an untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. The financial statements of the Company included in the SEC Filings complied in all material respects with the rules and regulations of the SEC with respect thereto as in effect at the time of filing. Such financial statements were prepared in accordance with GAAP applied on a consistent basis during the periods covered by such financial statements, except as may be otherwise specified in such financial statements or the notes thereto, and fairly present in all material respects the financial position of the Company as of and for the dates thereof and for the periods indicated, and the results of operations and cash flows for the periods then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments. All material agreements to which the Company is a party or to which the property or assets of the Company are subject and which are required to be disclosed pursuant to the 1934 Act are included as part of or specifically identified in the SEC Filings.

(g) Material Changes. Since the date of the latest audited financial statements included within the SEC Filings, except as specifically disclosed in the SEC Filings, (i) there has been no event that could result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of the business of a shell corporation consistent with past practice, and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP as required to be disclosed in filings made with the SEC, (iii) the Company has not altered its method of accounting or the identity of its auditors, except as disclosed in its SEC Filings, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock, and (v) the Company has not issued any equity securities ("Material Changes").

(h) Absence of Litigation. There is no action, suit, claim, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or threatened in writing against or affecting the Company.

(i) Brokers, Finders, and Agents. The Company is not, directly or indirectly, obligated to anyone acting as broker, finder or in any other similar capacity in connection with this Agreement or the transactions contemplated hereby. No Person has or, immediately following the consummation of the transactions contemplated by this Agreement, will have, any right, interest or valid claim against the Company, the Seller or the Purchaser for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement, nor are there any brokers' or finders' fees or any payments or promises of payment of similar nature, however characterized, that have been paid or that are or may become payable in connection with the transactions contemplated by this Agreement, as a result of any agreement or arrangement made by the Company.

(j) Absence of Liabilities. The Company has no liabilities or obligations of any kind or nature.

(k) No Agreements. The Company is not a party to any agreement, commitment or instrument, whether oral or written, which imposes any obligations or liabilities on the Company after the Closing.

(l) Taxes.

(i) The Company has timely filed all federal, state, local and foreign returns, estimates, information statements and reports relating to Taxes ("Returns") required to be filed by the Company with any Tax authority prior to the date hereof, except such Returns which are not material to the Company. All such Returns are true, correct and complete and the Company has no basis to believe that any audit of the Returns would cause a Material Adverse Effect upon the Company or its financial condition. The Company has paid all Taxes shown to be due on such Returns.

(ii) All Taxes that the Company is required by law to withhold or collect have been duly withheld or collected, and have been timely paid over to the proper governmental authorities to the extent due and payable.

(iii) The Company has no material Tax deficiency outstanding, proposed or assessed against the Company, and the Company has not executed any unexpired waiver of any statute of limitations on or extending the period for the assessment or collection of any Tax.

(iv) No audit or other examination of any Returns of the Company by any Tax authority is known by the Company to be presently in progress, nor has the Company been notified of any request for such an audit or other examination.

(v) No adjustment relating to any Returns filed by the Company has been proposed in writing, formally or informally, by any Tax authority to the Company or any representative thereof.

(vi) The Company has no liability for any Taxes for its current fiscal year, whether or not such Taxes are currently due and payable.

(m) OTC Bulletin Board Quotation. The Common Stock is quoted on the Over-the-Counter Bulletin Board (the "OTCBB"). There is no known action or known proceeding pending or threatened in writing against the Company by the NASDAQ or the Financial Industry Regulatory Authority with respect to any intention by such entities to prohibit or terminate the quotation of the Common Stock on the OTCBB.

(n) Corporate Records. All records and documents relating to the Company known to the Seller, including, but not limited to, the books, shareholder lists, government filings, Tax Returns, consent decrees, orders, and correspondence, financial information and records (including any electronic files containing any financial information and records), and other documents used in or associated with the Company (the "Corporate Records") are true, complete and accurate in all material respects. The minute books of the Company known to the Seller contain true, complete and accurate records of all meetings and consents in lieu of meetings of the Board of Directors of the Company (and any committees thereof), similar governing bodies and shareholders (the "Minute Books"). Copies of such Corporate Records of the Company and the Minute Books currently in the possession of the Company, have been heretofore delivered to the Purchaser; the original Corporate Records and Minute Books, to the extent such original Corporate Records and Minute Books exist, will be delivered to the Purchaser at Closing pursuant to Section 3.2(d).

(o) Disclosure. The Seller acknowledges and agrees that the representations and warranties by the Seller in this Section 4.2 are true and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading, under the circumstance under which they were made.

4.3 Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the Seller that:

(a) Organization and Standing. The Purchaser is duly incorporated and validly existing under the laws of the State of Nevada, and has all requisite corporate power and authority to own or lease its properties and assets and to conduct its business as it is presently being conducted. The Purchaser is qualified to do business and is in good standing in each jurisdiction in which the failure to so qualify could reasonably be expected to have a Material Adverse Effect upon its assets, properties, financial condition, results of operations or business.

(b) Capacity of the Purchaser; Authorization; Execution of Agreements. The Purchaser has all requisite power, authority and capacity to enter into this Agreement and to perform the transactions and obligations to be performed by it hereunder. The execution and delivery of this Agreement by the Purchaser, and the performance by the Purchaser of the transactions and obligations contemplated hereby, including, without limitation, the purchase of the Securities from the Seller hereunder, have been duly authorized by all requisite corporate action of the Purchaser. This Agreement constitutes a valid and legally binding agreement of the Purchaser, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of the United States (both state and federal), affecting the enforcement of creditors' rights or remedies in general from time to time in effect and the exercise by courts of equity powers or their application of principles of public policy.

(c) Investment Intent. The Securities being purchased hereunder by the Purchaser are being purchased for its own account and are not being purchased with the view to, or for resale in connection with, any distribution or public offering thereof within the meaning of the 1933 Act. The Purchaser understands that such Securities have not been registered under the 1933 Act by reason of their issuance in a transaction exempt from the registration and prospectus delivery requirements of the 1933 Act pursuant to Section 4(2) thereof and/or the provisions of Rule 506 of Regulation D promulgated thereunder, and under the securities laws of applicable states. The Purchaser further understands that the certificates representing such Securities shall bear a legend substantially similar to the following and agrees that it will hold such Securities subject thereto:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY PORTION HEREOF OR INTEREST HEREIN MAY BE SOLD, ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF UNLESS THE SAME IS REGISTERED UNDER SAID ACTS AND APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND THE COMPANY SHALL HAVE RECEIVED, AT THE EXPENSE OF THE HOLDER HEREOF, EVIDENCE OF SUCH EXEMPTION REASONABLY SATISFACTORY TO THE COMPANY (WHICH MAY INCLUDE, AMONG OTHER THINGS, AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY).

(d) Brokers, Finders, and Agents. The Purchaser is not, directly or indirectly, obligated to anyone acting as broker, finder, or in any other similar capacity in connection with this Agreement or the transactions contemplated hereby. No Person has or, immediately following the consummation of the transactions contemplated by this Agreement, will have, any right, interest or valid claim against the Company, the Seller or the Purchaser for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement, nor are there any brokers' or finders' fees or any payments or promises of payment of similar nature, however characterized, that have been paid or that are or may become payable in connection with the transactions contemplated by this Agreement, as a result of any agreement or arrangement made by the Purchaser.

(e) Disclosure. The Purchaser acknowledges and agrees that the representations and warranties by the Purchaser in this Section 4.3 are true and complete in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading, under the circumstance under which they were made. The Purchaser acknowledges and agrees that the Seller does not make and has not made (i) any representations or warranties with respect to the transactions contemplated hereby other than those specifically set forth in Sections 4.1 and 4.2, or (ii) any statement, commitment or promise to the Purchaser or any of its representatives which is or was an inducement to the Purchaser to enter into this Agreement, other than as set forth in this Agreement.

4.4 Rule 144. The Purchaser acknowledges that the Securities it will be purchasing must be held indefinitely unless subsequently registered under the 1933 Act or unless an exemption from such registration is available. The Purchaser is aware of the provisions of Rule 144 promulgated under the 1933 Act which permit limited resale of shares purchased in a private placement subject to the satisfaction of certain conditions, including, among other things, the availability of certain current public information about the Company, the resale occurring not less than six months after a party has purchased and paid for the security to be sold, the sale being effected through a "broker's transaction" or in transactions directly with a "market maker" and the number of shares being sold during any three-month period not exceeding specified limitations. The Purchaser further acknowledges and agrees that: (i) the Company is currently a "shell company" as defined under SEC rules, (ii) the Securities being acquired by the Purchaser were originally issued by the Company to the Seller when the Company was a "shell company," and (iii) the resale of the Securities are subject to the satisfaction of additional conditions and requirements under Rule 144(i)(2) applicable to the shares of "shell companies" and "former shell companies."

SECTION V COVENANTS OF THE PARTIES.

5.1 Commercially Reasonable Efforts. Subject to the terms and conditions hereof, each party shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations to consummate the transactions contemplated by this Agreement as promptly as practicable after the date hereof, including (i) preparing and filing as promptly as practicable all documentation to effect all necessary SEC filings and other documents and to obtain as promptly as practicable all consents, waivers, licenses, orders, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any Person and/or any Governmental Authority in order to consummate any of the transactions contemplated by this Agreement, (ii) executing and delivering such other documents, instruments and agreements as any party hereto shall reasonably request, and (iii) taking all reasonable steps as may be necessary to obtain all such material consents, waivers, licenses, orders, registrations, approvals, permits and authorizations. Notwithstanding the foregoing, in no event shall any party have any obligation, in order to consummate the transactions contemplated hereby, to: (i) take any action(s) that would result in Material Adverse Changes in the benefits to the Seller on the one hand or to the Purchaser on the other of this Agreement, or (ii) dispose of any material assets or make any material change in its business other than as contemplated by this Agreement, or (iii) expend any material amount of funds or otherwise incur any material burden other than those contemplated by this Agreement.

5.2 Certain Filings; Cooperation in Receipt of Consents.

(a) The Seller and the Purchaser shall reasonably cooperate with one another in (i) determining whether any other action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated hereby, and (ii) taking or seeking any such other actions, consents, approvals or waivers or making any such filings, furnishing information required in connection therewith. Each party shall permit the other party to review any communication given by it to, and shall consult with each other in advance of any meeting or conference with, any Governmental Authority or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by the applicable Governmental Authority or other Person, give the other party the opportunity to attend and participate in such meetings and conferences, in each case in connection with the transactions contemplated hereby.

(b) The Company shall timely file all reports required to be filed by it pursuant to Section 13 of the 1934 Act and all other documents required to be filed by it with the SEC under the 1933 Act or the 1934 Act from the date of this Agreement to the Closing.

5.3 Reserved.

5.4 Access to Information; Notification of Certain Matters.

(a) From the date hereof to the Closing and subject to applicable law, the Seller shall (i) give to the Purchaser or its counsel reasonable access to the books and records of the Company, and (ii) furnish or make available to the Purchaser and its counsel such financial and operating data and other information about the Company as such Persons may reasonably request.

(b) Each party hereto shall give notice to each other party hereto, as promptly as practicable after the event giving rise to the requirement of such notice, of:

(i) any communication received by such party from, or given by such party to, any Governmental Authority in connection with any of the transactions contemplated hereby;

(ii) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; and

(iii) any actions, suits, claims, investigations or proceedings commenced or, to its Knowledge, threatened against, relating to or involving or otherwise affecting such party or any of its Affiliates that, if pending on the date of this Agreement, would have been required to have been disclosed, or that relate to the consummation of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 5.4(b) shall not limit or otherwise affect the remedies available hereunder to the party receiving such notice.

5.5 Board of Directors and Officers. The Seller shall cause the Company to appoint the designee of the Purchaser listed in Section 3.2(c) to the Board of Directors at the Closing and obtain any necessary resignations from members of the Board of Directors so that immediately after the effectiveness of such resignations the Board of Directors shall consist of the designee of the Purchaser listed in Section 3.2(c). At the Closing, the Seller shall cause the officers of the Company to resign and shall cause the Board of Directors of the Company to appoint the designee of the Purchaser listed in Section 3.2(c) as the officer of the Company.

5.6 Interim Operations of the Company. During the period from the date of this Agreement to the Closing, the Seller shall cause the Company to conduct its business only in the ordinary course of business consistent with past practice, except to the extent otherwise necessary to comply with the provisions hereof and with applicable laws and regulations. Additionally, during the period from the date of this Agreement to the Closing, except as required hereby in connection with this Agreement, the Seller shall not permit the Company to do any of the following without the prior consent of the Purchaser: (i) amend or otherwise change its Articles of Incorporation or Bylaws, (ii) issue, sell or authorize for issuance or sale (including, but not limited to, by way of stock split or dividend), shares of any class of its securities or enter into any agreements or commitments of any character obligating it to issue such securities, other than in connection with the exercise of outstanding warrants or outstanding stock options granted to directors, officers or employees of the Company prior to the date of this Agreement; (iii) declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or property) with respect to its common stock, (iv) redeem, purchase or otherwise acquire, directly or indirectly, any of its capital stock, (v) enter into any material contract or agreement or material transaction or make any material capital expenditure other than those relating to the transactions contemplated by this Agreement, (vi) create, incur, assume, maintain or permit to exist any indebtedness except as otherwise incurred in the ordinary course of business, consistent with past practice, or except for the Company Closing Obligations, (vii) pay, discharge or satisfy claims or liabilities (absolute, accrued, contingent or otherwise) other than in the ordinary course of business consistent with past practice, or except for the Company Closing Obligations, (viii) cancel any material debts or waive any material claims or rights, (ix) make any loans, advances or capital contributions to, or investments in financial instruments of any Person, (x) assume, guarantee, endorse or otherwise become responsible for the liabilities or other commitments of any other Person, (xi) alter in any material way the manner of keeping the books, accounts or records of the Company or the accounting practices therein reflected other than alterations or changes required by GAAP or applicable law, (xii) enter into any indemnification, contribution or similar contract pursuant to which the Company may be required to indemnify any other Person or make contributions to any other Person, (xiii) amend or terminate any existing contracts in any manner that would result in any material liability to the Company for or on account of such amendment or termination, or (xiv) or change any existing or adopt any new tax accounting principle, method of accounting or tax election except as provided herein or agreed to in writing by the Purchaser.

5.7 Indemnification. The Seller hereby agrees to indemnify and hold harmless the Purchaser and the Company (the "Indemnified Parties") from and against any and all liabilities, obligations, claims, losses, expenses, damages, actions, liens and deficiencies (including reasonable attorneys' fees) which exist, or which may be imposed on, incurred by or asserted against the Indemnified Parties due to or arising out of any breach or inaccuracy of any representation or warranty of the Seller under Sections 4.1 and 4.2 hereof, or any covenant, agreement or obligation of the Seller hereunder or in any other certificate, instrument or document contemplated hereby or thereby ("Damages"), for a period of twelve (12) months from the Closing Date (the "Indemnification," and the period herein is referred to as the "Indemnification Period"). The Seller shall not be obligated to make any payment for Indemnification in respect of any claims for Damages that are made by the Indemnified Parties after the expiration of the Indemnification Period; provided, however, that the obligations of the Seller under the Indemnification shall remain in full force and effect in respect of any claims for Damages which are made prior to, and remain pending at, the expiration of the Indemnification Period. The indemnification provided by this Section 5.7 shall be the sole pecuniary remedy of the Indemnified Parties for any Damages; provided, however, that no remedies of the Indemnified Parties for any breach by the Seller of the representations and warranties contained in Section 4.1 shall be limited in any way by this Section 5.7.

5.8 Interim Actions of the Parties.

(a) Until the earlier of the Closing Date or the termination of this Agreement pursuant to Article VII hereof, neither the Seller nor any of its respective Affiliates shall, directly or indirectly (i) take any action to solicit or initiate any Acquisition Proposal, or (ii) continue, initiate or engage in negotiations concerning any Acquisition Proposal with, or disclose any non-public information relating to the Company, or afford access to the properties, books or records of the Company to, any corporation, partnership, person or other entity (except the Purchaser and its Affiliates) that may be considering or has made an Acquisition Proposal.

(b) Until the earlier of the Closing Date or the termination of this Agreement pursuant to Article VII hereof, neither the Seller, the Purchaser, nor any of their respective Affiliates shall engage directly or indirectly in any transaction involving any of the securities of the Company other than as contemplated by this Agreement. This Section 5.8(b) shall not restrict the right of the Purchaser to purchase additional shares of Common Stock from the Company as part of the Reverse Merger Transaction.

5.9 Payment of Liabilities. Prior to or at the Closing, the Seller shall pay, or shall cause the Company to pay, in full each of the Company Closing Obligations, as well as any additional liabilities or obligations incurred by the Company since the date of this Agreement, including any and all liabilities or obligations incurred by the Company in connection with the transactions contemplated by this Agreement.

SECTION VI CONDITIONS.

6.1 Conditions to the Obligations of Each Party. The obligations of the Seller and the Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions:

(a) No Governmental Authority of competent authority or jurisdiction shall have issued any order, injunction or decree, or taken any other action, that is in effect and restrains, enjoins or otherwise prohibits the consummation of the transactions contemplated hereby; and

(b) The parties shall have obtained or made all consents, approvals, actions, orders, authorizations, registrations, declarations, announcements and filings contemplated by this Agreement.

6.2 Conditions to the Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following further conditions:

(a) The Purchaser shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing;

(b) The representations and warranties of the Purchaser contained in this Agreement shall have been true and correct when made and in all material respects at and as of the time of the Closing as if made at and as of such time (except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case it shall be true and correct as of such date); and

6.3 Conditions to the Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following further conditions:

(a) The Seller shall have performed in all material respects all of its obligations hereunder required to be performed by them at or prior to the Closing;

(b) The representations and warranties of the Seller contained in this Agreement shall have been true and correct when made and at and as of the time of the Closing as if made at and as of such time (except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case it shall be true and correct as of such date); and

(c) The Shares being sold to the Purchaser hereunder for the Purchase Price shall represent 50.8% of the issued and outstanding shares of the Company's Common Stock.

SECTION VII TERMINATION.

7.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual written agreement of the Purchaser and the Seller;

(b) by either the Purchaser or by the Seller, if

(i) the transactions contemplated by this Agreement shall not have been consummated by December 31, 2013 (the "Closing Deadline"); provided, however, that the right to terminate this Agreement under this Section 7.1(b)(i) shall not be available to any party whose breach of any provision of or whose failure to perform any obligation under this Agreement has been the cause of, or has resulted in, the failure of the transactions to occur on or before the Closing Deadline; or

(ii) a judgment, injunction, order or decree of any Governmental Authority having competent jurisdiction enjoining either the Seller or the Purchaser from consummating the transactions contemplated by this Agreement is entered and such judgment, injunction, judgment or order shall have become final and nonappealable and, prior to such termination, the parties shall have used their respective commercially reasonable efforts to resist, resolve or lift, as applicable, such judgment, injunction, order or decree; provided, however, that the right to terminate this Agreement under this Section 7.1(b)(ii) shall not be available to any party whose breach of any provision of or whose failure to perform any obligation under this Agreement has been the cause of such judgment, injunction, order or decree.

(c) by the Purchaser:

(i) if a breach of or failure to perform any representation, warranty, covenant or agreement on the part of the Seller set forth in this Agreement shall have occurred which would cause the conditions set forth in Section 6.3 not to be satisfied, and any such condition is incapable of being satisfied by the Closing Deadline or such breach or failure to perform has not been cured within ten days after notice of such breach or failure to perform has been given by the Purchaser to the Seller.

7.2 Effect of Termination. If this Agreement is terminated pursuant to Section 7.1, except as set forth in Section 7.3 hereof, there shall be no liability or obligation on the part of the Purchaser or the Seller, or any of their respective officers, directors, shareholders, agents or Affiliates, except that the provisions of this Section 7.2, Section 7.3 and Section VIII of this Agreement shall remain in full force and effect and survive any termination of this Agreement and except that, notwithstanding anything to the contrary contained in this Agreement, no parties shall be relieved of or released from any liabilities or damages arising out of its material breach of or material failure to perform its obligations under this Agreement.

7.3 Expenses. Whether or not the transactions contemplated by this Agreement are consummated, all fees and expenses of any party hereto incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such fees and expenses.

SECTION VIII MISCELLANEOUS.

8.1 Waivers and Amendments. This Agreement may be amended or modified in whole or in part only by a writing which makes reference to this Agreement executed by all of the parties hereto. The obligations of any party hereunder may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the party claimed to have given the waiver; provided, however, that any waiver by any party of any violation of, breach of, or default under any provision of this Agreement or any other agreement provided for herein shall not be construed as, or constitute, a continuing waiver of such provision, or waiver of any other violation of, breach of or default under any other provision of this Agreement or any other agreement provided for herein.

8.2 Entire Agreement. This Agreement (together with any Schedules and/or any Exhibits hereto) by and between the Seller and the Purchaser, and the other agreements and instruments expressly provided for herein, together set forth the entire understanding of the parties hereto and supersede in their entirety all prior contracts, agreements, arrangements, communications, discussions, representations, and warranties, whether oral or written with respect to the subject matter hereof.

8.3 Governing Law and Submission to Jurisdiction. This Agreement shall in all respects be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of law thereof. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by any other party or its successors or assigns shall be brought and determined in any New York State or federal court sitting in New York County, New York, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in the State of New York as described herein. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (a) any claim that it is not personally subject to the jurisdiction of the courts in New York as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

8.4 Public Announcements. The parties shall consult with each other before issuing, and provide each other a reasonable opportunity to review and comment upon, any press release or public statement including necessary Company's filings with the SEC with respect to this Agreement and the transactions contemplated hereby and, except as may be required by applicable law, will not issue any such press release or make any such public statement prior to such consultation.

8.5 Notices. Any notice, request or other communication required or permitted hereunder shall be in writing and be deemed to have been duly given (a) when personally delivered or sent by facsimile transmission (the receipt of which is confirmed in writing), (b) one Business Day after being sent by a nationally recognized overnight courier service or (c) five Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below.

If to the Seller:	Mr. Mohsin Mulla Sunshine Building, Adade Faria Road Margao, Goa, India 403601 E-mail:
if to the Purchaser	African Graphite, Inc. 318 N. Carson Street, Suite 208 Carson City, NV 89701 USA E-mail: cliffbream@gmail.com Attn: Charles Clifford Bream III, CEO
with a copy to:	Ofsink, LLC 900 Third Avenue, 5th Floor New York, New York 10022 Attn: Darren L. Ofsink, Esq. Facsimile: (646) 224-9844
	And
	Any party by written notice to the other may change the address or the persons to whom notices or copies thereof shall be directed.

8.6 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together will constitute one and the same instrument. The signature pages hereto in facsimile copy or other electronic means, including e-mail attachment, shall be deemed an original for all purposes.

8.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the Seller may not assign or transfer its rights hereunder without the prior written consent of the Purchaser, and the Purchaser may not assign or transfer its rights under this Agreement without the consent of the Seller.

8.8 Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the parties hereto and their successors and assigns any rights or remedies under or by reason of this Agreement.

8.9 Schedules. The Schedules and Exhibits attached to this Agreement are incorporated herein and shall be part of this Agreement for all purposes.

8.10 Headings. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement.

8.11 Interpretation. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

THE SELLER:

_____

Mohsin Mulla

THE PURCHASER:

AFRICAN GRAPHITE, INC

By: _____

Name:

Title:

Exhibit 10.4

AGREEMENT BETWEEN
AFRICAN GRAPHITE, INC. AND
MICHAEL J. DORON

This Independent Consultant Agreement ("Agreement") is made and entered into on September 2, 2013, between **AFRICAN GRAPHITE, INC.,** a Nevada corporation, whose principal business address is at 318 N. Carson St., Suite 208, Carson City, NV 89701 (hereinafter referred to as "AFGI") and **MICHAEL J. DORON,** a Utah resident, whose mailing address is at 117 66th Street, Va. Beach, VA 23451 (hereinafter referred to as "Consultant").

In consideration of the mutual covenants set forth below, AFGI and Consultant enter into the Agreement as set forth below.

1. START

This Agreement shall be effective immediately upon execution.

2. TITLE AND DUTIES

A. Title

The Consultant shall be employed in the capacity of Chairman and Secretary.

B. Essential Functions and Duties

The essential functions and duties expected of the Consultant shall be such as customarily performed by persons in similar positions, as well as such other duties as may be assigned from time to time by AFGI.

C. Supervision and Reporting

The Consultant shall report to the Chairman and the Board of Directors of AFGI.

D. Duty of Loyalty and Best Efforts

Consultant shall devote working time, attention, knowledge, and skills to AFGI's business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of AFGI. It is understood that the Consultant has other business interests that may demand substantial time.

3. COMPENSATION TERMS

A. Stock Grant

Consultant shall receive 12,822 restricted shares of common stock in AFGI, subject to adjustment for any stock splits, on or before the closing date of the private placement financing simultaneous with the planned AFGI going--public transaction, estimated to occur on November 1, 2013.

B. Stipend

Consultant shall receive a stipend of USD$1,000 (one thousand dollars) per month which shall be payable in arrears equal monthly installments. The first such payment shall be at the closing of the private placement financing simultaneous with the planned AFGI going--public transaction, estimated to occur on November 1, 2013.

C. Expense Reimbursement

Consultant shall be entitled to reimbursement of expenses incurred in the performance of the functions and duties under this Agreement. In order to receive reimbursement, Consultant must obtain advance approval from the Chairman for any potential expense, and must timely provide AFGI with an itemized account of all expenditures, along with suitable receipts therefor.

4. PROPERTY RIGHTS

A. Records and Accounts

Consultant agrees that all those records and accounts maintained during the course of consultancy are the property of AFGI.

B. Return Upon Termination

Consultant agrees that upon termination he will return to AFGI all of AFGI's property, including, but not limited to, intellectual property, trade secret information, customer lists, operation manuals, records and accounts, materials subject to copyright, trademark, or patent protection, customer and AFGI information, business documents, reports, and other items as applicable.

C. Copyrights, Inventions and Patents

Consultant understands that any copyrights, inventions or patents created or obtained, in part or whole, by Consultant during the course of this Agreement are to be considered "works for hire" and the property of AFGI. Consultant assigns to AFGI all rights and interest in any copyright, invention, patents or other property related to the business of the AFGI.

5. INDEMNIFICATION FOR THIRD PARTY CLAIMS

AFGI hereby agrees to indemnify, defend, save, and hold harmless Consultant from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, court costs, and expenses which arise out of or are related to the Consultant's performance of this Agreement, failure to perform job functions or duties as required, or result from conduct while engaging in any activity outside the scope of this Agreement, before, during or after the termination of this Agreement. AFGI understands that this obligation of indemnification survives the expiration or termination of this Agreement.

6. MEDIATION AND BINDING ARBITRATION

AFGI and Consultant agree to first mediate and may then submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law or for workers compensation, unemployment or disability benefits, pursuit to the rules of the American Arbitration Association in Orange County, California, United States of America.

7. TERMINATION

A. Term

This Agreement shall have an initial Term of six (6) months, and automatically renew for another six (6) months unless previously terminated. It may be renewed upon the mutual written consent of AFGI and Consultant for periods beyond 12 months.

8. MISCELLANEOUS PROVISIONS

A. Notices

Consultant agrees that any notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to the principal place of business of AFGI or mailing address of the Consultant as set forth herein.

AFRICAN GRAPHITE, INC.
318 N. Carson St., Suite 208
Carson City, NV 89701

MICHAEL DORON
117 66th Street,
Va. Beach, VA 23451

B. Entire Agreement

This Agreement represents the complete and exclusive statement of the consulting agreement between AFGI and Consultant. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning their consulting agreement.

C. Prior Agreements or Understandings

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

D. Modifications

Any modifications to this Agreement may only be done in writing between the parts.

E. Severability of Agreement

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver of Breach

The waiver by AFGI of a breach of any provision of this Agreement by Consultant shall not operate as a waiver of any subsequent breach by the Consultant. No waiver shall be valid unless placed in writing and signed by AFGI.

G. Choice of Law, Jurisdiction and Venue

Consultant agrees that this Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada and that should any claims be brought against AFGI related to terms or conditions of employment it shall be brought within a court of competent jurisdiction within the State of Nevada. Consultant also consents to jurisdiction of any claims by AFGI related to the terms or conditions of employment by a court of competent jurisdiction within the State of Nevada.

/s/ Michael Doron

MICHAEL DORON **Date: September 2, 2013**

/s/ Charles Clifford Bream III

CHARLES CLIFFORD BREAM III **Date: September 2, 2013**

President and CEO
AFRICAN GRAPHITE, INC.

Exhibit 10.5

AGREEMENT BETWEEN
AFRICAN GRAPHITE, INC. AND
360 PARTNERS, LLC

This Independent Consultant Agreement ("Agreement") is made and entered into on September 2, 2013, between **AFRICAN GRAPHITE, INC.,** a Nevada corporation, whose principal business address is at 318 N. Carson St., Suite 208, Carson City, NV 89701 (hereinafter referred to as "AFGI") and **360 PARTNERS, LLC,** a Nevada Limited Liability Corporation, whose mailing address is at 18 S. La Senda Dr., Laguna Beach, CA 92651 (hereinafter referred to as "Consultant").

In consideration of the mutual covenants set forth below, AFGI and Consultant enter into the Agreement as set forth below.

1. START

This Agreement shall be effective immediately upon execution.

2. TITLE AND DUTIES

A. Title

The Consultant shall appoint its Managing Partner Charles C. Bream III ("CB") to serve in the capacity of Director, Chief Executive Officer, President, CFO and Treasurer.

B. Essential Functions and Duties

The essential functions and duties expected of the Consultant shall be such as customarily performed by persons in similar positions, as well as such other duties as may be assigned from time to time by AFGI.

C. Supervision and Reporting

The Consultant shall report to the Chairman and the Board of Directors of AFGI.

D. Duty of Loyalty and Best Efforts

Consultant shall devote working time, attention, knowledge, and skills to AFGI's business interests and shall do so in good faith, with best efforts, and to the reasonable satisfaction of AFGI. It is understood that the Consultant has other business interests that may demand substantial time.

3. COMPENSATION TERMS

A. Stock Grant

Consultant shall receive 38,462 restricted shares of common stock in AFGI, subject to adjustment for any stock splits, on or before the closing date of the private placement financing simultaneous with the planned AFGI going--public transaction, estimated to occur on November 1, 2013.

B. Stipend

Consultant shall receive a stipend of USD $3,000 (three thousand dollars) per month which shall be payable in arrears in equal monthly installments. The first such payment shall be at the closing of the private placement financing simultaneous with the planned AFGI going-public transaction, estimated to occur on November 1, 2013.

C. Expense Reimbursement

Consultant shall be entitled to reimbursement of expenses incurred in the performance of the functions and duties under this Agreement. In order to receive reimbursement, Consultant must obtain advance approval from the Chairman for any expense greater than $100, and must timely provide AFGI with an itemized account of all expenditures, along with suitable receipts therefor. Reimbursable expenses will include travel / mileage, and pro-rata cell phone.

4. PROPERTY RIGHTS

A. Records and Accounts

Consultant agrees that all those records and accounts maintained during the course of consultancy are the property of AFGI.

B. Return Upon Termination

Consultant agrees that upon termination he will return to AFGI all of AFGI's property, including, but not limited to, intellectual property, trade secret information, customer lists, operation manuals, records and accounts, materials subject to copyright, trademark, or patent protection, customer and AFGI information, business documents, reports, and other items as applicable.

C. Copyrights, Inventions and Patents

Consultant understands that any copyrights, inventions or patents created or obtained, in part or whole, by Consultant during the course of this Agreement are to be considered "works for hire" and the property of AFGI. Consultant assigns to AFGI all rights and interest in any copyright, invention, patents or other property related to the business of the AFGI.

5. INDEMNIFICATION FOR THIRD PARTY CLAIMS

AFGI and its principals, and Consultant agree to the provisions with respect to the indemnification provisions set forth in Schedule I, the terms of which are incorporated herein in their entirety. Schedule I is an integral part of this Agreement and shall survive any termination or expiration of this Agreement.

AFGI shall provide Consultant with full D&O insurance coverage within 60 days of the Closing of the aforementioned PIPE investment.

6. MEDIATION AND BINDING ARBITRATION

AFGI and Consultant agree to first mediate and may then submit to binding arbitration any claims that they may have against each other, of any nature whatsoever, other than those prohibited by law or for workers compensation, unemployment or disability benefits, pursuit to the rules of the American Arbitration Association in Orange County, California, United States of America.

7. TERMINATION

A. Term

This Agreement shall have an initial Term of six (6) months, and automatically renew for another six (6) months unless previously terminated in writing. It may be renewed upon the mutual written consent of AFGI and Consultant for periods beyond 12 months.

8. MISCELLANEOUS PROVISIONS

A. Notices

Consultant agrees that any notices that are required to be given under this Agreement shall be given in writing, sent by certified mail, return receipt requested, to the principal place of business of AFGI or mailing address of the Consultant as set forth herein.

AFRICAN GRAPHITE, INC.
318 N. Carson St., Suite 208
Carson City, NV 89701

360 PARTNERS, LLC
Attn: Charles C. Bream III
18 S. La Senda Dr.
Laguna Beach, CA 92651

B. Entire Agreement

This Agreement represents the complete and exclusive statement of the consulting agreement between AFGI and Consultant. No other agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the parties concerning their consulting agreement.

C. Prior Agreements or Understandings

This Agreement supersedes any and all prior Agreements or understandings between the parties, including letters of intent or understanding, except for those documents specifically referred to within this Agreement.

D. Modifications

Any modifications to this Agreement may only be done in writing between the parts.

E. Severability of Agreement

To the extent that any provision hereof is deemed unenforceable, all remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

F. Waiver of Breach

The waiver by AFGI of a breach of any provision of this Agreement by Consultant shall not operate as a waiver of any subsequent breach by the Consultant. No waiver shall be valid unless placed in writing and signed by AFGI.

G. Choice of Law, Jurisdiction and Venue

Consultant agrees that this Agreement shall be interpreted and construed in accordance with the laws of the State of Nevada and that should any claims be brought against AFGI related to terms or conditions of employment it shall be brought within a court of competent jurisdiction within the State of Nevada. Consultant also consents to jurisdiction of any claims by AFGI related to the terms or conditions of employment by a court of competent jurisdiction within the State of Nevada.

AFRICAN GRAPHITE, INC.

/s/ Michael Doron
MICHAEL DORON **Date: September 2, 2013**

Chairman and Secretary

360 PARTNERS, LLC

/s/ Charles C. Bream III
CHARLES C. BREAM III **Date: September 2, 2013**

Managing Partner

SCHEDULE I

INDEMNIFICATION PROVISION

This Indemnification Provision between 360 Partners, LLC ("Consultant") and African Graphite, Inc. ("AFGI") and its principals in connection with the Consulting Agreement between those parties dated September 27, 2013.

AFGI and its principals hereby agree to indemnify, defend, save, and hold harmless Consultant and any Consultant member or affiliate from and against all claims, liabilities, causes of action, damages, judgments, attorneys' fees, court costs, and expenses which arise out of or are related to the Consultant's performance of this Agreement, failure to perform job functions or duties as required, or result from conduct while engaging in any activity outside the scope of this Agreement, before, during or after the termination of this Agreement. AFGI understands that this obligation of indemnification survives the expiration or termination of this Agreement and will be the maximum protection permitted by law.

Additional terms of this Indemnification Provision are agreed to as follows:

a) Right to Indemnification.

Consultant and any Consultant member or affiliate who was or is a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation or, as a director or officer of the Corporation, is or was serving at the written request of the Corporation's Board of Directors or its designee as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such Proceeding is alleged action in an official capacity as a director, officer, trustee, employee or agent or in any other capacity, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by law, including but not limited to U.S., Nevada and California General Corporation Laws, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said Law permitted the Corporation to provide prior to such amendment), against all expenses, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that the Corporation shall indemnify any such person seeking indemnity in connection with an action, suit or proceeding (or part thereof) initiated by such person only if such action, suit or proceeding (or part thereof) initiated by such person was authorized by the board of directors of the Corporation. Such right shall include the right to be paid by the Corporation expenses, including attorney's fees, incurred in defending any such Proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of such Proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, in which such director or officer agrees to repay all amounts so advanced if it should be ultimately determined by a court or other tribunal that such person is not entitled to be indemnified under this Section or otherwise.

b) Right of Claimant to Bring Suit.

(i) If a claim under paragraph (a) is not paid in full by the Corporation within thirty days after a written claim therefor has been received by the Corporation, the claimant may any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. In any such action, the burden of proof shall be on the Corporation to prove the claimant is not entitled to such payment.

(ii) Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that the claimant is entitled to indemnification or advancement under the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant is not entitled to indemnification or advancement, shall be a defense to the action or create a presumption that the claimant is not entitled to indemnification or advancement.

c) Contractual Rights; Applicability. The right to be indemnified or to the reimbursement or advancement of expenses pursuant hereto (i) is a contract right based upon good and valuable consideration, pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and the director or officer, (ii) is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after the rescission or restrictive modification hereof with respect to events occurring prior thereto.

d) Requested Service. Any director or officer of the Corporation serving, in any capacity, and any other person serving as director or officer of, (i) another organization of which a majority of the outstanding voting securities representing the present right to vote for the election of its directors or equivalent executives is owned directly or indirectly by the Corporation, or (ii) any employee benefit plan of the Corporation or of any organization referred to in clause (i), shall be deemed to be doing so at the written request of the Corporation's Board of Directors.

e) Non-Exclusivity of Rights. The rights conferred on any person by paragraphs (a) through (d) above shall not be exclusive of and shall be in addition to any other right which such person may have or may hereafter acquire under any statute, provision of the Certificate of Incorporation, Code of Regulations, bylaws, agreement, vote of shareholders or disinterested directors or otherwise.

f) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under U.S., Nevada, or California General Corporation Law.

g) Contractual Rights; Applicability. The right to be indemnified or to the reimbursement or advancement of expenses pursuant hereto (i) is a contract right based upon good and valuable consideration, pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and the director or officer, (ii) is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after the rescission or restrictive modification hereof with respect to events occurring prior thereto.

h) Requested Service. Any director or officer of the Corporation serving, in any capacity, and any other person serving as director or officer of, (i) another organization of which a majority of the outstanding voting securities representing the present right to vote for the election of its directors or equivalent executives is owned directly or indirectly by the Corporation, or (ii) any employee benefit plan of the Corporation or of any organization referred to in clause (i), shall be deemed to be doing so at the written request of the Corporation's Board of Directors.

i) Non-Exclusivity of Rights. The rights conferred on any person by paragraphs (a) through (d) above shall not be exclusive of and shall be in addition to any other right which such person may have or may hereafter acquire under any statute, provision of the Certificate of Incorporation, Code of Regulations, bylaws, agreement, vote of shareholders or disinterested directors or otherwise.

j) Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under U.S., Nevada, or California General Corporation Law.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Read and agreed to:

/s/ Charles C. Bream III

CHARLES CLIFFORD BREAM III **Date: September 2, 2013**

Managing Partner

360 Partners, LLC

/s/ Michael Doron

MICHAEL DORON **Date: September 2, 2013**

Chairman and Secretary

AFRICAN GRAPHITE, INC.

EXHIBIT 21.1

Subsidiaries of the Registrant

Name	**Jurisdiction of Incorporation**
African Graphite, Inc.	Nevada