

**VOTING AGREEMENT**

**OF**

**BRAIDY INDUSTRIES, INC.**

**May 4, 2017**

## **VOTING AGREEMENT**

This Voting Agreement (this “Agreement”) is made as of the 4th day of May, 2017, by and among Braidy Industries, Inc., a Delaware corporation (the “Company”) and the parties listed on Exhibit A hereto (each, a “Stockholder”).

### **RECITALS**

**WHEREAS**, the Company and certain of the Stockholders are parties to the Series A-1 Preferred Stock Purchase Agreement of even date herewith (the “Purchase Agreement”).

**WHEREAS**, the Stockholders desire to enter into this Agreement in connection with such investment to provide a structure for the governance of the Company and certain other matters as provided herein.

### **AGREEMENT**

The parties hereby agree as follows:

1. **Election of Directors.**

1.1 **Size of the Board.** Each Stockholder agrees to vote, or cause to be voted, all Shares (as defined below) owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to ensure that the size of the Board of Directors of the Company (the “Board”) shall be set and remain at six (6) directors. For purposes of this Agreement, (1) the term “Shares” means and includes any securities of the Company the holders of which are entitled to vote for members of the Board, including without limitation, all shares of Common Stock or Preferred Stock (as defined below), by whatever name called, now owned or subsequently acquired by a Stockholder, however acquired, whether through stock splits, stock dividends, reclassifications, recapitalizations, similar events or otherwise; (2) “Certificate” means the Certificate of Incorporation of the Company, as amended, restated or modified from time to time; (3) “Common Stock” means Common Stock of the Company, par value \$0.0001; (4) “Series A Preferred Stock” means Series A Preferred Stock of the Company, par value \$0.0001; (5) “Series A-1 Preferred Stock” means Series A-1 Preferred Stock of the Company, par value \$0.0001; and (6) “Preferred Stock” means Series A Preferred Stock and Series A-1 Preferred Stock, collectively.

1.2 **Board Composition.** Each Stockholder agrees to vote, or cause to be voted, all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, and the Company agrees to take all actions (including, but not limited to the nomination of specified persons), in whatever manner as shall be necessary to ensure that at each annual or special meeting of stockholders at which an election of directors is held or pursuant to any written consent of the stockholders, the following persons shall be elected to the Board:

(a) five (5) persons designated by Craig Bouchard, in his capacity as holder of Series A Preferred Stock (each, a “Series A Director”). Mr. Bouchard shall

consult with the holders of Series A-1 Preferred Stock with respect to the persons to be designated as Series A Directors. The persons initially designated as the Series A Directors by Mr. Bouchard are Mr. Bouchard, John Preston, Michael Porter, Christopher Schuh and Charles Price; and

(b) for so long as at least 1,500,000 shares of Series A-1 Preferred Stock remain outstanding, one (1) person designated by the holders of a majority of shares of Series A-1 Preferred Stock as the Series A-1 Director (as defined in the Certificate). The holders of Series A-1 Preferred Stock shall consult with Mr. Bouchard with respect to the person to be designated as the Series A-1 Director.

### 1.3 **Removal, Replacement and Vacancies on the Board.**

(a) No party hereto shall vote (or act by written consent) to remove any member of the Board nominated in accordance with the aforesaid procedure, without cause, unless the persons or groups so designating directors as specified above so vote (or act by written consent). Each of the parties further covenants and agrees to vote (or act by written consent) to remove any director designated as set forth above upon the written request of any party or parties collectively entitled to designate such director.

(b) Any vacancy on the Board of Directors created by the resignation, removal, incapacity or death of any person designated under this Section 1 (other than as specified in the immediately preceding paragraph), shall be filled by another person designated in a manner so as to preserve the constituency of the Board of Directors as provided above.

1.4 **No Liability for Election of Recommended Directors.** No Stockholder, nor any affiliate of any Stockholder, shall have any liability as a result of designating a person for election as a director for any act or omission by such designated person in his or her capacity as a director of the Company, nor shall any Stockholder have any liability as a result of voting for any such designee in accordance with the provisions of this Agreement.

1.5 **No “Bad Actor” Designees.** Each Person or entity with the right to designate or participate in the designation of a director as specified above hereby represents and warrants to the Company that, to such Person’s knowledge, none of the “bad actor” disqualifying events described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act of 1933, as amended (the “Securities Act”) (each, a “Disqualification Event”), is applicable to such Person’s initial designee named above except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Any director designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable, is hereinafter referred to as a “Disqualified Designee.” Each Person with the right to designate or participate in the designation of a director as specified above hereby covenants and agrees (A) not to designate or participate in the designation of any director designee who, to such Person’s knowledge, is a Disqualified Designee and (B) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall as promptly as practicable take such

actions as are necessary to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee.

2. **Chief Executive Officer.** Each of the parties hereto having the right to nominate a director agrees, until the fifth (5th) anniversary of the date hereof, to cause such party's director nominee(s) to vote in favor of the person designated by the majority of the holders of the Series A Preferred Stock as the Company's Chief Executive Officer. It is the intent of the holders of the Series A Preferred Stock as of the date hereof that Mr. Bouchard be the Company's Chief Executive Officer during such five (5) year period.

3. **Drag-Along Right.**

3.1 **Definitions.**

(a) **"Affiliate"** means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer or director of such Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or under common management with, such Person.

(b) **"Investors' Rights Agreement"** means the Investors' Rights Agreement dated of even date herewith by and among the Company and each of the parties thereto, as amended, modified or restated from time to time.

(c) A **"Sale of the Company"** shall mean either: (a) a transaction or series of related transactions in which a person, or a group of related persons, directly or indirectly acquires Shares representing more than fifty percent (50%) of the outstanding voting power of the Company (a **"Stock Sale"**); or (b) a transaction that qualifies as a **"Liquidation Transaction"** (as defined in the Certificate).

(d) The **"Selling Holders"** means Stockholders voting in favor of the Sale of the Company and usage of the provisions of this **Section 3** in connection therewith.

3.2 **Actions to be Taken.** In the event that a Sale of the Company is approved by each of (i) the Board of Directors, (ii) the holders of at least 75% of the Preferred Stock, voting together as a single class and (iii) the holders of a majority of the holders of Series A Preferred Stock, voting as a separate class, and each of the foregoing specify in writing that this **Section 3** shall apply to a Sale of the Company, then each Stockholder hereby agrees as follows:

(a) If such transaction requires stockholder approval, with respect to all Shares that such Stockholder owns or over which such Stockholder otherwise exercises voting power, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of, and adopt, such Sale of the Company (together with any related amendment to the Certificate required in order to implement such Sale of the Company) and to vote in opposition to any and all other proposals that could reasonably

be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(b) If such transaction is a Stock Sale, to sell the same proportion of shares of capital stock of the Company beneficially held by such Stockholder as is being sold by the Selling Holders to the person to whom the Selling Holders propose to sell their Shares, and, except as permitted in Section 3.3 below, on the same terms and conditions as the Selling Holders;

(c) To execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company or the Selling Holders in order to carry out the terms and provision of this Section 3, including without limitation executing and delivering instruments of conveyance and transfer, and any purchase agreement, merger agreement, indemnity agreement, escrow agreement, consent, waiver, governmental filing, share certificates duly endorsed for transfer (free and clear of impermissible liens, claims and encumbrances) and any similar or related documents;

(d) Not to deposit, and to cause their Affiliates not to deposit, except as provided in this Agreement, any Shares owned by such party or Affiliate in a voting trust or subject any Shares to any arrangement or agreement with respect to the voting of such Shares, unless specifically requested to do so by the acquiror in connection with the Sale of the Company;

(e) To refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company; and

(f) If the consideration to be paid in exchange for the Shares pursuant to this Section 3 includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to "accredited investors" as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair value (as determined in good faith by the Company) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares.

3.3 **Exceptions.** Notwithstanding the forgoing, a Stockholder will not be required to comply with Section 3.2 in connection with any proposed Sale of the Company (the "Proposed Sale") unless:

(a) Any representations, warranties and covenants to be made by such Stockholder in connection with the Proposed Sale are limited to representations, warranties and covenants related to authority, ownership and the ability to convey title to

such Shares, including but not limited to representations, warranties and covenants that (i) such Stockholder holds all right, title and interest in and to the Shares such Stockholder purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of such Stockholder in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by such Stockholder have been duly executed by such Stockholder and delivered to the acquirer and are enforceable against such Stockholder in accordance with their respective terms, (iv) neither the execution and delivery of documents to be entered into in connection with the transaction, nor the performance of such Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement, law or judgment, order or decree of any court or governmental agency and (v) reasonably relate to confidentiality, publicity and similar matters;

(b) Such Stockholder shall not be liable for the inaccuracy of any representation or warranty made by any other person in connection with the Proposed Sale, other than the Company;

(c) The liability for indemnification, if any, of such Stockholder in the Proposed Sale and for the inaccuracy of any representations and warranties made by the Company in connection with such Proposed Sale, is several and not joint with any other person, and is pro rata in proportion to the amount of consideration paid to such Stockholder in connection with such Proposed Sale (in accordance with the provisions of the Certificate);

(d) Liability shall be limited to such Stockholder's pro rata share (determined in proportion to proceeds received by such Stockholder in connection with such Proposed Sale in accordance with the provisions of the Certificate) of a negotiated aggregate indemnification amount that applies equally to all Stockholders in the aggregate but that in no event exceeds the amount of consideration actually paid to such Stockholder in connection with such Proposed Sale, except with respect to claims related to fraud by such Stockholder, the liability for which need not be limited as to such Stockholder;

(e) Upon the consummation of the Proposed Sale (i) each holder of each class or series of the Company's stock will have the right to receive the same form of consideration for their shares of such class or series as is received by other holders in respect of their shares of such same class or series of stock, (ii) each holder of a series of preferred stock of the Company will have the right to receive the same amount of consideration per share of such of a series of preferred stock of the Company as is received by other holders in respect of their shares of such same series, (iii) each holder of Common Stock will the right to receive the same amount of consideration per share of Common Stock as is received by other holders in respect of their shares of Common Stock, and (iv) the aggregate consideration receivable by all holders of Preferred Stock and Common Stock shall be allocated among the holders of Preferred Stock and Common Stock on the basis of the relative liquidation preferences to which the holders of each respective series of such Preferred Stock and the holders of Common Stock are entitled in a Liquidation Transaction (assuming for this purpose that the Proposed Sale is

a Liquidation Transaction) in accordance with (and in accordance with the priorities set forth in) the Certificate in effect immediately prior to the Proposed Sale); provided, that, notwithstanding the foregoing, (A) any arrangements entered into between management of the Company and the acquiring party (or its Affiliate) in connection with the Proposed Sale that are not otherwise violative of the terms hereof or the Certificate in effect immediately prior to the Proposed Sale, including any rollover of equity or debt securities by management into the acquiring party (or its Affiliate), shall not be deemed to violate or otherwise conflict with the terms of this Section 3.3(e) if approved by the Board of Directors, and (B) if the consideration to be paid in exchange for the Shares pursuant to this Section 3.3(e) includes any securities and due receipt thereof by any Stockholder would require under applicable law (x) the registration or qualification of such securities or of any person as a broker or dealer or agent with respect to such securities; or (y) the provision to any Stockholder of any information other than such information as a prudent issuer would generally furnish in an offering made solely to “accredited investors” as defined in Regulation D promulgated under the Securities Act, the Company may cause to be paid to any such Stockholder in lieu thereof, against surrender of the Shares of such Stockholder which would have otherwise been sold by such Stockholder, an amount in cash equal to the fair market value (as determined in good faith by the Company) of the securities which such Stockholder would otherwise receive as of the date of the issuance of such securities in exchange for the Shares of such Stockholder; and

(f) Subject to Section 3(e) above, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received as a result of the Proposed Sale, all holders of such series or class of capital stock will be given the same option.

4. **Restrictions on Sale of Control of the Company.** No Stockholder shall be a party to any Stock Sale unless all Stockholders are allowed to participate in such transaction and the consideration received pursuant to such transaction is allocated among the parties thereto in the manner specified in the Certificate in effect immediately prior to the Stock Sale (as if such transaction were a Liquidation Transaction), unless the holders of 75% of the Preferred Stock voting together as a separate class, elect otherwise by written notice given to the Company at least 5 days prior to the effective date of any such transaction or series of related transactions.

5. **Vote to Increase Authorized Common Stock.** Each Stockholder agrees to vote or cause to be voted all Shares owned by such Stockholder, or over which such Stockholder has voting control, from time to time and at all times, in whatever manner as shall be necessary to increase the number of authorized shares of Common Stock from time to time to ensure that there will be sufficient shares of Common Stock available for conversion of all of the shares of Preferred Stock outstanding at any given time.

6. **Prohibited Transferees.** No Stockholder shall transfer any Shares to any individual entity which, in the reasonable, good faith determination of the Board, directly or indirectly, competes with the Company.

7. **Remedies.**

7.1 **Covenants of the Company.** The Company agrees to use its best efforts, within the requirements of applicable law, to ensure that the rights granted under this Agreement are effective and that the parties enjoy the benefits of this Agreement. Such actions include, without limitation, the use of the Company's best efforts to cause the nomination and election of the directors as provided in this Agreement.

7.2 **Irrevocable Proxy and Power of Attorney.** Each party to this Agreement hereby constitutes and appoints as the proxies of the party and hereby grants a power of attorney to the then-Secretary of the Company, and a stockholder or other person designated by the Selling Investors, and each of them, with full power of substitution, with respect to the matters set forth in this Agreement, and hereby authorizes each of them to represent and to vote, if and only if the party (i) fails to vote or (ii) attempts to vote (whether by proxy, in person or by written consent), in a manner which is inconsistent with the terms of this Agreement, all of such party's Shares in favor of the election of persons as members of the Board determined pursuant to and in accordance with the terms and provisions of this Agreement or the increase of authorized shares of the Company or approval of any Sale of the Company pursuant to and in accordance with the terms and provisions of Sections 3 and 5, respectively, of this Agreement or to take any action necessary to effect Sections 3 and 5, respectively, of this Agreement. Each of the proxy and power of attorney granted pursuant to the immediately preceding sentence is given in consideration of the agreements and covenants of the Company and the parties in connection with the transactions contemplated by this Agreement and, as such, each is coupled with an interest and shall be irrevocable unless and until this Agreement terminates or expires pursuant to Section 8 hereof. Each party hereto hereby revokes any and all previous proxies or powers of attorney with respect to the Shares and shall not hereafter, unless and until this Agreement terminates or expires pursuant to Section 8 hereof, purport to grant any other proxy or power of attorney with respect to any of the Shares, deposit any of the Shares into a voting trust or enter into any agreement (other than this Agreement), arrangement or understanding with any person, directly or indirectly, to vote, grant any proxy or give instructions with respect to the voting of any of the Shares, in each case, with respect to any of the matters set forth herein.

7.3 **Specific Enforcement.** Each party acknowledges and agrees that each party hereto will be irreparably damaged in the event any of the provisions of this Agreement are not performed by the parties in accordance with their specific terms or are otherwise breached. Accordingly, it is agreed that each of the Company and the Stockholders shall be entitled to an injunction to prevent breaches of this Agreement, and to specific enforcement of this Agreement and its terms and provisions in any action instituted in any court of the United States or any state having subject matter jurisdiction.

7.4 **Remedies Cumulative.** All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

8. **Term.** This Agreement shall come into effect on the date hereof and shall continue in effect until and shall terminate upon the earliest to occur of (a) the consummation of a Qualified Offering (as defined in the Certificate); (b) the consummation of a Sale of the Company and distribution of proceeds to or escrow for the benefit of the Stockholders in



accordance with the Certificate, provided that the provisions of Section 3 will continue after the closing of any Sale of the Company to the extent necessary to enforce the provisions of Section 3 with respect to such Sale of the Company; or (c) termination of this Agreement in accordance with Section 10.4 below.

9. **Legend.**

9.1 Certificates representing Shares shall bear the following legend indicating the existence of the restrictions imposed hereby (the “Legend”):

“THE SHARES EVIDENCED HEREBY ARE SUBJECT TO A VOTING AGREEMENT BY AND AMONG THE COMPANY AND CERTAIN STOCKHOLDERS OF THE COMPANY (A COPY OF WHICH MAY BE OBTAINED FROM THE COMPANY), AND BY ACCEPTING ANY INTEREST IN SUCH SHARES THE PERSON ACCEPTING SUCH INTEREST SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SAID VOTING AGREEMENT.”

9.2 The Company agrees that, during the term of this Agreement, it will not remove, and will not permit to be removed (upon registration of transfer, reissuance of otherwise), the Legend from any such certificate and will place or cause to be placed the Legend on any new certificate issued to represent Shares held by any Stockholder theretofore represented by a certificate carrying the Legend. If at any time or from time to time any Stockholder holds any certificate representing Shares not bearing the aforementioned legend, such Stockholder agrees to deliver such certificate to the Company promptly to have such legend placed on such certificate.

9.3 At any time after the termination of this Agreement in accordance with Section 8(a) or 8(b) above, any holder of a stock certificate bearing a Legend may surrender such certificate to the Company for removal of the Legend, and the Company will duly reissue a new certificate without the Legend.

10. **Miscellaneous.**

10.1 **Additional Shares.** In the event that subsequent to the date of this Agreement:

(a) Any shares or other securities are issued on, or in exchange for, any Shares held by the Stockholders by reason of any stock dividend, stock split, combination of shares, reclassification or the like, such shares or securities shall be deemed to be Shares held by the Stockholders subject to this Agreement.

(b) The Company proposes to enter or enters into an agreement with any individual or entity to issue shares of capital stock to such individual or entity, following which such individual or entity shall hold Shares constituting one percent (1%) or more of Common Stock issuable upon exercise of or conversion of outstanding options, warrants or convertible securities, as if exercised and/or converted or

exchanged), then the Company shall cause each such individual or entity, as a condition precedent to entering into such agreement, to become subject to this Agreement, agreeing to be bound by and subject to the terms hereof, and to execute a counterpart signature page hereto as a Stockholder, and thereafter such individual or entity shall be deemed a Stockholder for all purposes under this Agreement.

10.2 **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly canceled.

10.3 **Transfer; Successors and Assigns.** Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties (including transferees of any Shares). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10.4 **Amendments, Terminations and Waivers.** This Agreement and any term hereof may be amended, terminated or waived only with the written consent of the Company and the holders of 75% of the Shares then outstanding; provided, however, that if such amendment or waiver (i) has the effect of adversely affecting any class or series of stock in a manner different than other classes or series of stock, then such amendment shall require the consent of the holders of a majority of the adversely affected series of stock or the holders of 75% of the adversely affected class of stock; and (ii) treats any one or more holder(s) in an adverse manner that is different and disproportionate from other similarly situated holders, such amendment or termination will require the separate approval of adversely affected holder; provided, further, that Section 1.1, 1.2(a) and 2 may only be amended, terminated or waived only with the prior written consent of Mr. Bouchard, in his capacity as a holder of shares of Series A Preferred Stock; and provided, further, that Sections 1.1, 1.2(b) and 1.3 may only be amended, terminated or waived only with the prior written consent of the holders of a majority of the shares of Series A-1 Preferred Stock. Notwithstanding the foregoing, this Agreement may be amended with only the written consent of the Company for the sole purpose of including additional purchasers of Preferred Stock as “Stockholders.” Any termination, amendment or waiver effected in accordance with this paragraph shall be binding upon each party to the Agreement, whether or not such party has signed such amendment or waiver, each future holder of all Shares and the Company.

10.5 **Notices.** Unless otherwise provided, any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier, or 48 hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party’s address as set forth on Exhibit A hereto or as subsequently modified by written notice, and if to the Company, with a copy to Crowell & Moring, 3 Embarcadero Center, 26th Floor, San Francisco, CA 94111, Attn.: Jeffrey C. Selman.

10.6 **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

10.7 **Governing Law.** This Agreement and all acts and transactions pursuant hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws.

10.8 **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 constitute one and the same instrument.

10.9 **Titles and Subtitles.** The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.10 **Aggregation of Stock.** All Shares held or acquired by affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement.

10.11 **Additional Investors.** Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of the Company's Series A-1 Preferred Stock after the date hereof, whether pursuant to the Purchase Agreement or otherwise, any purchaser of such shares of Series A-1 Preferred Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement, and thereafter shall be deemed an "Stockholder" for all purposes hereunder. No action or consent by any other party hereto shall be required for such joinder to this Agreement by such additional purchaser, so long as such additional purchaser has agreed in writing to be bound by all of the obligations as an "Stockholder" hereunder.

10.12 **Ownership.** Each Stockholder represents and warrants to the Company that (a) such Stockholder owns the Shares listed on Exhibit A hereto, free and clear of liens or encumbrances, and has not, prior to or on the date of this Agreement, executed or delivered any proxy or entered into any other voting agreement or similar arrangement other than one which has expired or terminated prior to the date hereof, and (b) such Stockholder has full power and capacity to execute, deliver and perform this Agreement, which has been duly executed and delivered by, and evidences the valid and binding obligation of, such Stockholder enforceable in accordance with its terms.

10.13 **Delays or Omissions.** It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under this Agreement or any waiver on such

party's part of any provisions or conditions of the Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement by law, or otherwise afforded to any party, shall be cumulative and not alternative.

***[Signature Pages Follow]***

IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as of the day and year first above written.

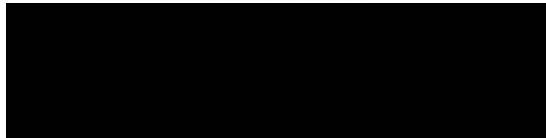
COMPANY:

BRAIDY INDUSTRIES, INC.

By: Craig T Bouchard

Name: Craig Bouchard

Title: Chief Executive Officer

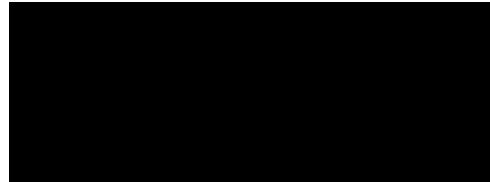


**IN WITNESS WHEREOF**, the undersigned has executed this Voting Agreement as of the day and year first above written.

**STOCKHOLDERS:**


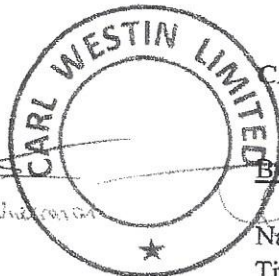
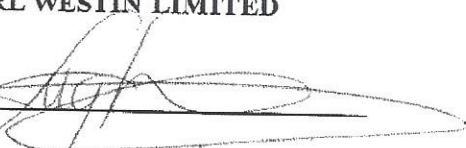
**CRAIG BOUCHARD**

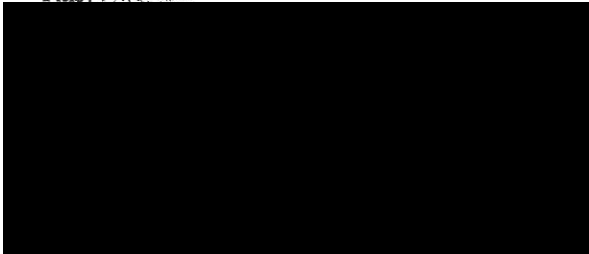
Craig T Bouchard



IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as of the day and year first above written.

**STOCKHOLDERS:**

By:   By:   
Name: Vladimir Vukobratovic Name: Angelina Engleau  
Title: Director Title: Director



IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as of the day and year first above written.

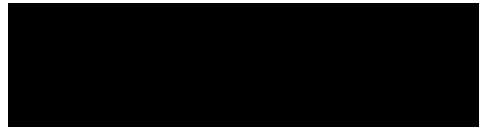
STOCKHOLDERS:

CHARLES PRICE

By: Charles Price

Name: Charles Price

Title:



Fax: 502-815-5010



IN WITNESS WHEREOF, the undersigned has executed this Voting Agreement as of the day and year first above written.

**STOCKHOLDERS:**

**COMMONWEALTH SEED CAPITAL, LLC**

By: \_\_\_\_\_

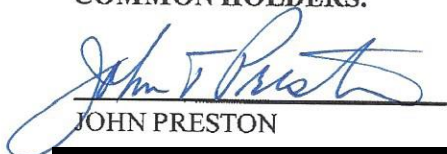
Name: Benjamin E. Fuqua

Title: President

Fax: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Voting Agreement as of the day and year first above written.

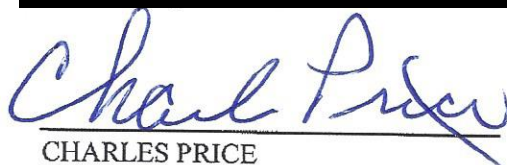
**COMMON HOLDERS:**

  
JOHN PRESTON



  
CHRISTOPHER SCHUH



  
CHARLES PRICE



  
MICHAEL PORTER



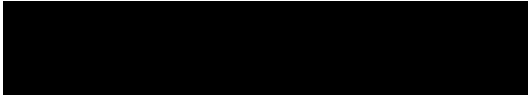
**EXHIBIT A**  
**STOCKHOLDERS**

**COMMON HOLDERS:**

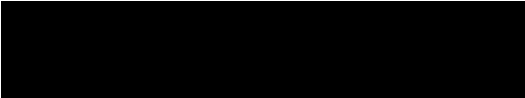
JOHN PRESTON



CHRISTOPHER SCHUH



MICHAEL PORTER

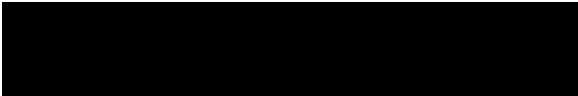


CHARLES PRICE



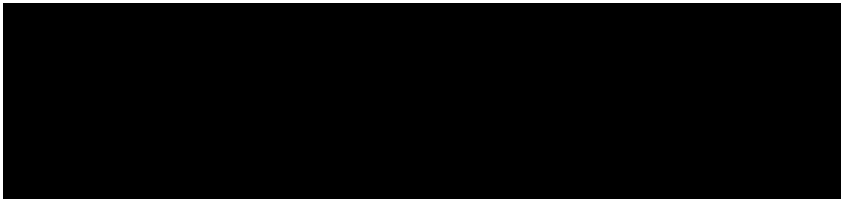
**SERIES A STOCKHOLDERS:**

CRAIG BOUCHARD

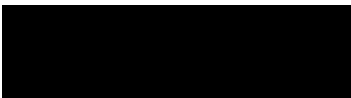


**SERIES A-1 STOCKHOLDERS**

CARL WESTIN LIMITED



CHARLES PRICE



COMMONWEALTH SEED CAPITAL, LLC

