

Submission Data File

General Information	
Form Type*	8-K
Subject-Company File Number	
Subject-Company CIK	
Subject-Company Name	
Subject-Company IRS Number	
Contact Name	Kelvin Shiwnath
Contact Phone	866-683-5248
Filer File Number	
Filer CIK*	0001574186 [Zero Gravity Solutions, Inc.] (Zero Gravity Solutions, Inc.)
Filer CCC*	*****
Confirming Copy	No
Notify via Website only	No
Return Copy	No
Group Name	
Items*	1.01 Entry into a Material Definitive Agreement 3.02 Unregistered Sales of Equity Securities 8.01 Other Events 9.01 Financial Statements and Exhibits
SROS*	NONE
Depositor CIK	
Depositor 33 File Number	
Fiscal Year	
Item Submission Type	
Period*	11-19-2015
ABS Asset Class Type	
ABS Sub Asset Class Type	
Sponsor CIK	
(End General Information)	

Document Information	
File Count*	5
Document Name 1 *	v425304_8k.htm
Document Type 1 *	8-K
Document Description 1	8-K
Document Name 2*	v425304_ex10-1.htm
Document Type 2*	EX-10.1
Document Description 2	Exhibit 10.1
Document Name 3*	v425304_ex10-2.htm
Document Type 3*	EX-10.2
Document Description 3	Exhibit 10.2
Document Name 4*	v425304_ex10-3.htm
Document Type 4*	EX-10.3
Document Description 4	Exhibit 10.3
Document Name 5*	v425304_ex99-1.htm
Document Type 5*	EX-99.1
Document Description 5	Exhibit 99.1
(End Document Information)	

Notifications	
Notify via Website only	No
E-mail 1	kelvin.shiwnath@thevintagegroup.com
(End Notifications)	

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

November 20, 2015 (November 19, 2015)
Date of Report (Date of earliest event reported)

ZERO GRAVITY SOLUTIONS, INC.
(Exact name of registrant as specified in its charter)

NEVADA	000-55345	46-1779352
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
190 NW Spanish River Boulevard Suite 101 Boca Raton, Florida		33431
(Address of principal executive offices)		(Zip Code)
	(561) 416-0400	
	(Registrant’s telephone number, including area code)	

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 (see General Instruction A.2. below):

- ☐ Written communications 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))

Unless otherwise provided in this Current Report on Form 8-K, all references to “we,” “us,” “our,” “ZGSI” or the “Company” refer to the Registrant, Zero Gravity Solutions, Inc.

Item 1.01 Entry into a Material Definitive Agreement

On November 19, 2015, the Company closed an initial tranche of \$3.0 million of the Company’s Units in an exempt private placement transaction with several accredited investors (“Private Placement”). The purchase price for each Unit in the Private Placement is \$1.25 and consists of one share of common stock and a five-year warrant to purchase one share of common stock at \$2.00 per share. The investors in the Private Placement were granted certain piggyback registration rights which, if exercised, would require the Company to register the investors’ shares of common stock and shares of common stock underlying the warrants.

The sale of the securities in this Private Placement was made pursuant to Subscription Agreements for the Purchase of Securities dated as of November 19, 2015 by and among the Company and the investors, the form of which is attached as Exhibit 10.1. The form of Piggyback Registration Rights Agreement is attached as Exhibit 10.2 and the form of Warrant issued to the investors is attached hereto as Exhibit 10.3.

The foregoing is only a brief description of the material terms of the Private Placement and does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety by reference to the form of agreements referenced above and filed herewith.

The Company intends to use the proceeds from the Private Placement to fund build-out of infrastructure supporting rollout of the Company’s commercial products, on-going academic and scientific studies being conducted both on the International Space Station and on Earth and development costs, transaction costs working capital and general corporate purposes.

Pursuant to Rule 135, this Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy securities, and shall not constitute an offer, solicitation or sale in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of that jurisdiction.

Item 3.02 Unregistered Sales of Equity Securities

The information pertaining to the sales of the Units in Item 1.01 is incorporated herein by reference in its entirety. The Company has sold the Units in a private placement in reliance on the exemption from registration afforded by Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder since, among other things, the above transaction did not involve a public offering. Additionally, the Company relied on similar exemptions under applicable state laws. The investors in the Offering had access to information about the Company and their investments, took the Units for investment and not resale, and the Company took appropriate measures to restrict the transfer of the Units and the underlying securities. Upon issuance, the resale of the Units and/or the underlying securities will not be registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.

Item 8.01 Other Events

On November 20, 2015, the Company issued a press release titled “Zero Gravity Solutions, Inc. Closes \$3 million First Tranche of Equity Private Placement.” A copy of the press release is filed as Exhibit 99.1 hereto and incorporated herein by reference.

Item 9.01
Financial Statements and Exhibits.

(d) Exhibits.

10.1	Form of Subscription Agreement for the Purchase of Securities
10.2	Form of Piggyback Registration Rights Agreement
10.3	Form of Warrant
99.1	Press Release titled “Zero Gravity Solutions, Inc. Closes \$3 million First Tranche of Equity Private Placement.”

SIGNATURES

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

Zero Gravity Solutions, Inc.

Date: November 20, 2015

By: /s/ Glenn Stinebaugh
Glenn Stinebaugh
Chief Executive Officer

EXHIBIT A

ZERO GRAVITY SOLUTIONS, INC.

SUBSCRIPTION AGREEMENT FOR THE PURCHASE OF SECURITIES

Zero Gravity Solutions, Inc., a Nevada corporation (the “**Company**”), is offering (this “**Offering**”) for sale to “**accredited investors**” and up to 35 non-accredited, sophisticated investors as these terms are defined under Regulation D promulgated under the Securities Act of 1933, as amended (the “**Act**”), **Units** of its securities (“**Units**”) at \$1.25 per Unit, each Unit consisting of one share of the Company’s common stock, par value \$0.001 per share (“**Common Stock**”) and one warrant to purchase one share of Common Stock at \$2.00 per share (“**Warrants**”). (As used herein, the Common Stock, Warrants and shares of Common Stock issuable upon exercise of the Warrants shall be referred to collectively as the “**Securities**.”)

Subscription Procedures

- (a) The undersigned hereby subscribes to purchase _____ (_____) Units, consisting of _____ (_____) shares of Common Stock and a Warrant to purchase _____ (_____) shares of Common Stock at an exercise price of Two Dollars (\$2.00) per share. The undersigned agrees to pay an aggregate of _____ (_____) as the subscription amount for the Units being purchased hereunder (the “**Subscription Amount**”).
- (b) To subscribe, the undersigned must:

(i) complete and sign this Subscription Agreement; and

(ii) complete and sign the Piggyback Registration Rights Agreement (“**Registration Rights Agreement**”); and

(iii) complete and sign the accompanying Confidential Prospective Purchaser Questionnaire (“**Questionnaire**”, together with the Subscription Agreement and Registration Rights Agreement, collectively the “**Subscription Documents**”); and

(iv) return the completed and signed Subscription Documents on behalf of the Company at the following address:

190 NW Spanish River Boulevard
Boca Raton, FL 33431

(v) deliver a check payable to “Zero Gravity Solutions, Inc.” for an amount equal to the aggregate amount of Securities subscribed for in this offering; OR wire the funds as directed on Page 14:
- 1 -

(c) Unless terminated earlier, by the Company, in its sole discretion, the Offering will expire on the earlier of: (i) December 31, 2015 or (ii) the sale of the entire Offering, unless earlier terminated by the Company or extended by the Company in its sole discretion for a period of up to an additional 90 days (the “**Offering Period**”).

(d) The Company will hold a closing on and issue the Common Stock and Warrants upon the receipt and acceptance of the Subscription Documents and the Subscription Amount (each a “**Closing**”). The date of each such Closing is referred to herein as the Closing Date.

(e) All subscription proceeds will be deposited into the Company’s bank account as provided herein. Upon each Closing, the funds, subject to the payment of the expenses and fees incurred in connection with this Offering, will be immediately available to the Company. In the event that an investor’s subscription is rejected by the Company, or this Offering is terminated for any reason without a Closing, subscription proceeds will be promptly refunded without interest thereon or deduction therefrom.

Prospective Investors should retain their own professional advisors to review and evaluate the economic, tax, and other consequences of an investment in the Company.

THE SECURITIES OFFERED HEREBY, HAVE NOT BEEN FILED OR REGISTERED WITH OR APPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE “COMMISSION”), NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THE OFFERING MATERIALS. NO STATE SECURITIES LAW ADMINISTRATOR HAS PASSED ON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR THE ADEQUACY OF THE OFFERING MATERIALS. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

IT IS INTENDED THAT THE SECURITIES OFFERED HEREBY WILL BE MADE AVAILABLE TO ACCREDITED INVESTORS, AS DEFINED IN REGULATION D AND RULE 501 PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) AND UP TO THIRTY-FIVE NON-ACCREDITED INVESTORS. THE SECURITIES OFFERED HEREBY ARE BEING OFFERED PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND APPLICABLE STATE SECURITIES LAWS FOR NONPUBLIC OFFERINGS. SUCH EXEMPTIONS LIMIT THE NUMBER AND TYPES OF INVESTORS TO WHICH THE OFFERING WILL BE MADE AND RESTRICT SUBSEQUENT TRANSFERS OF THE INTERESTS.

THE SECURITIES OFFERED HEREBY SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD TO SUSTAIN A LOSS OF THEIR ENTIRE INVESTMENT. INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS OF THIS OFFERING.

NO SECURITIES MAY BE RESOLD OR OTHERWISE DISPOSED OF BY AN INVESTOR UNLESS, IN THE OPINION OF COUNSEL SATISFACTORY TO THE COMPANY, REGISTRATION UNDER THE APPLICABLE FEDERAL OR STATE SECURITIES LAWS IS NOT REQUIRED OR COMPLIANCE IS MADE WITH SUCH REGISTRATION REQUIREMENTS.

THE OFFEREE, BY ACCEPTING DELIVERY OF THE OFFERING MATERIALS, AGREES TO RETURN THE OFFERING MATERIALS AND ALL ACCOMPANYING OR RELATED DOCUMENTS TO THE COMPANY (AS DEFINED BELOW) UPON REQUEST IF THE OFFEREE DOES NOT AGREE TO PURCHASE ANY OF THE SECURITIES OFFERED HEREBY.

ANY OFFERING MATERIALS (AS DEFINED BELOW) SUBMITTED IN CONNECTION WITH THE PRIVATE PLACEMENT OF THE SECURITIES DO NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY JURISDICTION IN WHICH SUCH AN OFFER OR SOLICITATION IS NOT AUTHORIZED. ANY REPRODUCTION OR DISTRIBUTION OF ANY OFFERING MATERIALS (AS DEFINED BELOW) IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF THEIR CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, IS PROHIBITED. ANY PERSON ACTING CONTRARY TO THE FOREGOING RESTRICTIONS MAY PLACE HIM/HERSELF AND THE COMPANY IN VIOLATION OF FEDERAL OR STATE SECURITIES LAWS.

NASAA UNIFORM LEGEND

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT OR THE OFFERING MATERIALS (AS DEFINED BELOW). ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE 1933 ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY WILL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

The undersigned acknowledges that the Securities will not be registered under the 1933 Act, or the securities laws of any State, that absent an exemption from registration contained in those laws, the issuance and sale of such Securities would require registration, and that the Company's reliance upon such exemption is based upon the undersigned's representations, warranties, and agreements contained in the Offering Materials (as defined below).

1. The undersigned represents, warrants, and agrees as follows:
- (a) The undersigned agrees that this Subscription Agreement is and shall be irrevocable.

(b) The undersigned has carefully read this **Subscription Agreement**, the **Warrant**, the **Term Sheet**, the **Form 10-K** dated April 1, 2015 (which includes the financial statements contained therein) as well as other current public information about the Company available to any member of the public on the EDGAR database maintained by the SEC at www.sec.gov (or available upon request to the Company), the **Registration Rights Agreement** and the **Confidential Prospective Purchaser Questionnaire** (collectively the “**Offering Materials**”), all of which the undersigned acknowledges having received. The undersigned has been given the opportunity to ask questions of, and receive answers from the Company concerning the terms and conditions of this Offering and the Offering Materials and to obtain such additional written information, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense, necessary to verify the accuracy of the same as the undersigned desires in order to evaluate the investment. The undersigned further acknowledges that the undersigned fully understands the Offering Materials, and the undersigned has had the opportunity to discuss any questions regarding any of the Offering Materials with the undersigned’s counsel or other advisor. Notwithstanding the foregoing, the only information upon which the undersigned has relied is that set forth in the Offering Materials and the undersigned’s own independent investigation. The undersigned acknowledges that the undersigned has received no representations or warranties from the Company or its employees, director, or agents in making this investment decision other than as set forth in the Offering Materials.

(c) The undersigned is aware that the purchase of the Securities is a speculative investment involving a high degree of risk and that there is no guarantee that the undersigned will realize any gain from this investment, and that the undersigned could lose the total amount of the undersigned's investment.

(d) The undersigned understands that no federal or state agency has made any finding or determination regarding the fairness of this Offering of the Securities for investment, or any recommendation or endorsement of this Offering of the Securities.

(e) The undersigned is an “accredited investor” as that term is defined in Rule 501(a) of Regulation D under the 1933 Act and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of the Securities OR, if a non-accredited investor, has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of the Securities or if using a financial adviser, the financial adviser has such knowledge and experience in financial and business matters that he/she/it is capable of evaluating the merits and risks of any investments, the name and details of which are below:

Financial Adviser Details (if applicable)

Name:

Address:

Phone:

(f) The undersigned is not registered as a broker or dealer under Section 15(a) of the 1934 Act, affiliated with any broker or dealer registered under Section 15(a) of the Securities Exchange Act of 1934, as amended, or a member of the Financial Industry Regulatory Authority.

(g) Each of this Agreement and the Offering Materials have been duly and validly authorized, executed and delivered on behalf of the undersigned and is a valid and binding agreement of the undersigned enforceable against the undersigned in accordance with their terms, subject as to enforceability to general principles of equity and to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation and other similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies. The undersigned has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and the Offering Materials and each other agreement entered into by the parties hereto in connection with the transactions contemplated by this Agreement.

(h) The execution, delivery and performance of this Agreement and the Offering Materials by the undersigned and the consummation by the undersigned of the transactions contemplated hereby and thereby will not (i) if applicable, result in a violation of the certificate of incorporation, by-laws or other documents of organization of the undersigned, (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 others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the undersigned is bound, or (iii) result in a violation of any law, rule, regulation or decree applicable to the undersigned.

(i) The undersigned understands that the Securities must be held indefinitely unless and until such Securities are registered under the 1933 Act or an exemption from registration is available. The undersigned has been advised or is aware of the provisions of Rule 144 promulgated under the 1933 Act.

(j) The undersigned understands that the Securities are being offered and sold in reliance on a transactional exemption from the registration requirements of Federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the undersigned set forth herein in order to determine the applicability of such exemptions and the suitability of the undersigned to acquire the Securities.

(k) The undersigned is purchasing the Securities for the undersigned's own account, with the intention of holding the Securities, with no present intention of dividing or allowing others to participate in this investment or of reselling or otherwise participating, directly or indirectly, in a distribution of the Securities, and shall not make any sale, transfer, or pledge thereof without registration under the Act and any applicable securities laws of any state or unless an exemption from registration is available under those laws.

(l) The undersigned represents that the undersigned, if an individual, has adequate means of providing for his or her current needs and personal and family contingencies and has no need for liquidity in this investment in the Securities. The undersigned has no reason to anticipate any material change in his or her personal financial condition for the foreseeable future.

(m) The undersigned is financially able to bear the economic risk of this investment, including the ability to hold the Securities indefinitely or to afford a complete loss of the undersigned's investment in the Securities.

(n) The undersigned represents that the undersigned's overall commitment to this investment is not disproportionate to the undersigned's net worth, and the undersigned's investment in the Securities will not cause such overall commitment to become excessive. The undersigned understands that the statutory basis on which the Securities are being sold to the undersigned and others would not be available if the undersigned's present intention were to hold the Securities for a fixed period or until the occurrence of a certain event. The undersigned realizes that in the view of the Commission, a purchase now with a present intent to resell by reason of a foreseeable specific contingency or any anticipated change in the market value, or in the condition of the Company, or that of the industry in which the business of the Company is engaged or in connection with a contemplated liquidation, or settlement of any loan obtained by the undersigned for the acquisition of the Securities, and for which such Securities may be pledged as security or as donations to religious or charitable institutions for the purpose of securing a deduction on an income tax return, would, in fact, represent a purchase with an intent inconsistent with the undersigned's representations to the Company and the Commission would then regard such sale as a sale for which the exemption from registration is not available. The undersigned will not pledge, transfer, or assign this Subscription Agreement.

(o) The undersigned represents that the funds provided for this investment are either separate property of the undersigned, community property over which the undersigned has the right of control, or are otherwise funds as to which the undersigned has the sole right of management.

(p) **FOR PARTNERSHIPS, CORPORATIONS, TRUSTS, OR OTHER ENTITIES ONLY:** If the undersigned is a partnership, corporation, trust, or other entity, (i) the undersigned has enclosed with this Subscription Agreement appropriate evidence of the authority of the individual executing this Subscription Agreement to act on its behalf (e.g., if a trust, a certified copy of the trust agreement; if a corporation, a certified corporate resolution authorizing the signature and a certified copy of the articles of incorporation; or if a partnership, a certified copy of the partnership agreement), (ii) the undersigned represents and warrants that it was not organized or reorganized for the specific purpose of acquiring the Securities, (iii) the undersigned has the full power and authority to execute this Subscription Agreement on behalf of such entity and to make the representations and warranties made herein on its behalf, and (iv) this investment in the Company has been affirmatively authorized, if required, by the governing board of such entity and is not prohibited by the governing documents of the entity.

(q) The address shown under the undersigned's signature at the end of this Subscription Agreement is the undersigned's principal residence if he or she is an individual, or its principal business address if a corporation or other entity.

(p) The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Securities.

(r) The undersigned acknowledges that the certificates for the Securities which the undersigned will receive will contain a legend substantially as follows:

“THE SECURITIES WHICH ARE REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE DISPOSED OF UNTIL A REGISTRATION STATEMENT WITH RESPECT THERETO IS DECLARED EFFECTIVE UNDER SUCH ACT, OR THE COMPANY RECEIVES AN OPINION OF COUNSEL FOR THE COMPANY THAT AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF SUCH ACT IS AVAILABLE.”

The undersigned further acknowledges that (i) any necessary stop transfer orders will be placed upon the Company’s Common Stock, in accordance with the 1933 Act, and (ii) the Company is under no obligation to aid the undersigned in obtaining any exemption from the registration requirements.

2. The undersigned expressly acknowledges and agrees that the Company is relying upon the undersigned's representations contained in the Offering Materials.

3. The undersigned subscriber acknowledges that the undersigned understands the meaning and legal consequences of the representations and warranties which are contained herein and hereby agrees to indemnify, save and hold harmless the Company and its officers, directors and counsel, from and against any and all claims or actions arising out of a breach of any representation, warranty or acknowledgment of the undersigned contained in any of the Offering Materials. Such indemnification shall be deemed to include not only the specific liabilities or obligations with respect to which such indemnity is provided, but also all reasonable costs, expenses, counsel fees and expenses of settlement relating thereto, whether or not any such liability or obligation shall have been reduced to judgment. In addition, the undersigned's representations, warranties, and indemnification contained herein shall survive the undersigned's purchase of the Securities hereunder. The undersigned specifically acknowledges that he has reviewed the risks set forth in the Offering Materials, as well as the financial statements included therein.

4. The Company represents, warrants, and agrees as follows:

(a) The Company represents that it has been duly and validly incorporated and is validly existing and in good standing as a corporation under the laws of the State of Nevada, and has the requisite corporate power and authorization to own its properties and to carry on its business as now being conducted.

(b) The Company has the requisite corporate power and authority to enter into and perform its obligations under this Subscription Agreement and the other Offering Materials, and to issue the Securities in accordance with the terms hereof and thereof, (ii) the execution and delivery of the Subscription Agreement and the other Offering Materials by the Company and the consummation by it of the transactions contemplated hereby, have been duly and validly authorized by the Company's Board of Directors and no further consent or authorization is required by the Company, its Board of Directors, or its shareholders, (iii) the Subscription Agreement and the other Offering Materials have been duly and validly executed and delivered by the Company, as necessary, and (iv) the Subscription Agreement and the other Offering Materials constitute the valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

(c) The Company further represents that the Securities offered hereby are being offered pursuant to an exemption from the registration requirements of the 1933 Act and applicable state securities laws for nonpublic offerings and that the execution, delivery and performance of this Subscription Agreement and the other Offering Materials by the Company and the consummation by the Company of the transactions contemplated hereby and thereby will not (i) result in a violation of the Articles of Incorporation, any rights of any outstanding series of preferred stock of the Company or the Bylaws or (ii) conflict with, or constitute a material default (or an event which with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, contract, indenture mortgage, indebtedness or instrument to which the Company is a party, or result in a violation of any law, rule, regulation, order, judgment or decree, including United States federal and state securities laws and regulations or by which any property or asset of the Company or any of its Subsidiaries is bound or affected.

5. The undersigned agrees and acknowledges that the Company has the right to utilize the services of a placement agent and if utilized, may receive a cash commission, at a rate that is compatible with industry standards, from the Securities sold by such placement agent.

6. Except as otherwise specifically provided for hereunder, no party shall be deemed to have waived any of his, her, or its rights hereunder or under any other agreement, instrument, or papers signed by any of them with respect to the subject matter hereof unless such waiver is in writing and signed by the party waiving said right. Except as otherwise specifically provided for hereunder, no delay or omission by any party in exercising any right with respect to the subject matter hereof shall operate as a waiver of such right or of any such other right. A waiver on any one occasion with respect to the subject matter hereof shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion. All rights and remedies with respect to the subject matter hereof, whether evidenced hereby or by any other agreement, instrument, or paper, will be cumulative, and may be exercised separately or concurrently.

7. The parties have not made any representations or warranties with respect to the subject matter hereof not set forth herein, and this Subscription Agreement, together with any instruments executed simultaneously herewith, constitutes the entire agreement between them with respect to the subject matter hereof. All understandings and agreements heretofore existing between the parties with respect to the subject matter hereof are merged in this Subscription Agreement and any such instrument, which alone fully and completely express their agreement.

8. This Subscription Agreement may not be changed, modified, extended, terminated, or discharged orally, but only by an agreement in writing, which is signed by all of the parties to this Subscription Agreement.

9. The parties agree to execute any and all such other and further instruments and documents, and to take any and all such further actions reasonably required to effectuate this Subscription Agreement and the intent and purposes hereof.

10. If any provision or any portion of any provision of this Subscription Agreement or the application of any such provision or any portion thereof to any person or circumstance, shall be held invalid or unenforceable, the remaining portion of such provision and the remaining portion of such provision as is held invalid or unenforceable to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

11. This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada, without reference to such State’s conflicts of laws principles. Any legal suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted exclusively in a court of competent jurisdiction located in the County of Palm Beach, Florida. The parties hereto hereby: (i) waives any objection which they may now have or hereafter have to the venue of any such suit, action or proceeding, and (ii) irrevocably consents to the courts of competent jurisdiction in the County of Palm Beach, Florida in any such suit, action or proceeding. The parties further agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in a court of competent jurisdiction in the County of Palm Beach, Florida and agree that service of process upon a party mailed by certified mail to such party’s address shall be deemed in every respect effective service of process upon such party in any such suit, action or proceeding.

12. Piggyback Registration Rights. Subject entirely to the terms and conditions of the Registration Rights Agreement, if the Company shall determine to prepare and file with the United States Securities and Exchange Commission a registration statement relating to an offering for its own account or the account of others under the 1933 Act of any of its equity securities, other than on Form S-4 or Form S-8 (each as promulgated under the Securities Act) or any post-effective amendment to existing registration statements or their then equivalents relating to equity securities to be issued solely in connection with any acquisition of any entity or business or equity securities issuable in connection with stock option or other employee benefit plans, then the Company shall send to the Holder (as defined in the Registration Rights Agreement) a written notice of such determination prior to the filing of any such registration statement and, upon request of the undersigned, shall include in such registration statement all shares of Common Stock purchased pursuant to this Agreement, including all Common Stock underlying the Warrants; provided, however, that (i) if, at any time after giving written notice of its intention to register any securities and prior to the effective date of the registration statement filed in connection with such registration, the Company determines for any reason not to proceed with such registration, the Company will be relieved of its obligation to register any Common Stock in connection with such registration, including all Common Stock underlying the Warrants, and (ii) in case of a determination by the Company to delay registration of its securities, the Company will be permitted to delay the registration of the Common Stock, including all Common Stock underlying the Warrants, for the same period as the delay in registering such other securities. The Piggyback Registration Rights described in this Section 12 shall be controlled entirely by the terms and conditions set forth in the Registration Rights Agreement and is included herein for information purposes only.

[Remainder of Page Intentionally Left Blank]

ALL SUBSCRIBERS MUST COMPLETE A COPY OF THIS PAGE

(Print Name of Subscriber)

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement on this ____ day of _____, 2015.

Securities Subscription Amount \$ _____

1.

☐

☐

Individual
2.

☐

Joint Tenants with Right of Survivorship
3.

☐

Community Property
4.

☐

Tenants in Common
5.

☐

Corporation/Partnership
6.

☐

IRA of _____
7.

☐

Trust

Date Opened _____
8.

☐

As A Custodian For _____

Under the Uniform Transfer to Minors Act of the

State of _____
9.

☐

Married with Separate

Property
10.

☐

Keogh of _____

INDIVIDUAL SUBSCRIPTION
EXECUTION BY SUBSCRIBER WHO IS A NATURAL PERSON

Exact Name in Which Title is to be Held

Name of Person Executing the Agreement

Street Address

City, State, Zip

Primary Phone:

Email Address:

Subscriber Signature:

Date:

Signature – Purchaser 1

Social Security Number

Signature – Purchaser 2

Social Security Number

Accepted this ____ day of _____, 2015, on behalf of Zero Gravity Solutions, Inc.

By:

Harvey Kaye
Its: Chairman

ENTITY SUBSCRIPTION
EXECUTION BY SUBSCRIBER WHICH IS A CORPORATION,
PARTNER, TRUST, ETC.

Exact Name in Which Title is to be Held

Title of Person Executing the Agreement

Entity Name

Street Address

City, State, Zip

Tax Identification Number

Primary Phone:

Email Address:

Accepted this ____ day of _____, 2015, on behalf of Zero Gravity Solutions, Inc.

By:

Harvey Kaye
Its: Chairman

Wiring Instructions for Zero Gravity Solutions, Inc.

DOMESTIC WIRES:

Funds should be wired to:

For Credit to:Zero Gravity Solutions, Inc.

Account Number:

INTERNATIONAL WIRES OUTSIDE OF USA:

Funds should be wired to:

For Credit to:Zero Gravity Solutions, Inc.

Account Number:

EXHIBIT C

PIGGYBACK REGISTRATION RIGHTS AGREEMENT

This Piggyback Registration Rights Agreement (“Agreement”), dated _____, is made by and between **ZERO GRAVITY SOLUTIONS, INC.**, a Nevada company having an address at 190 NW Spanish River Boulevard, Boca Raton, Florida, 33431 (the “**Company**”) and each of the undersigned (the “**Investor**”).

WHEREAS, subject to the terms and conditions described in the Subscription Agreement between the Company and the Investor, the parties have agreed to a transaction in which the Investor acquired for consideration units consisting of one share of the Company’s common stock (“**Common Stock**”) and a warrant (“**Warrants**”) to purchase one share of Common Stock; and

WHEREAS, as an inducement to the Investor to enter into the transaction, the Company has agreed to provide to the Investor certain registration rights as set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows:

1. Piggyback Registration Rights

1.1 If the Company determines to proceed with the preparation and filing with the Securities and Exchange Commission (the “**SEC**”) of a registration statement (“**Registration Statement**”) within one hundred and eighty (180) days after the date of this Agreement relating to an offering for its own account or the account of others under the *United States Securities Act of 1933*, as amended (the “**1933 Act**”), of any of its Common Stock, other than on Form S-4 or Form S-8 (each as promulgated under the 1933 Act) or their then equivalents relating to equity securities issuable in connection with stock options or other employee benefit plans, then the Company will send to the Investor written notice at least 10 days prior to the filing of any such registration statement. If within 7 days after receipt of such notice the Investor so requests in writing that its shares of Common Stock and shares of Common Stock issuable upon exercise of the Warrants (collectively, “**Registrable Securities**”) to be included in such Registration Statement, then the Company will use commercially reasonable efforts to include such Registrable Securities therein; provide, however, that if at any time after giving written notice of its intention to register any of its Common Stock and prior to the effective date of the registration statement filed in connection with such registration, the Company determines for any reason not to register or to delay registration of such shares at that time, then the Company may, at its election, give written notice of such determination to the Investor and, thereupon, (a) in the case of a determination not to register, the Company will be relieved of its obligation to register the Registrable Securities, provided, however, that the Company will be obligated to register the Registered Securities in accordance with the terms of this Agreement if the Company thereafter determines to register its Common Stock, and (b) in the case of a determination to delay registering, the Company will be permitted to delay registering the Registrable Securities for the same period as the delay in registering such other shares. The Company will include in such registration statement all or any part of the Registrable Securities, provided, however, that the Company will not be required to register any of the Registrable Shares that are eligible for sale pursuant to Rule 144(k) of the 1933 Act. Notwithstanding any other provision in this Agreement, if the Company receives a comment from the SEC which effectively results in the Company having to reduce the number of Common Stock being registered on such Registration Statement, then the Company may, in its sole discretion, reduce on a pro rata basis along with all other shares being registered the number of Registrable Securities to be included in such Registration Statement. In circumstances in which not all of the Registrable Securities are registered, the Company shall, upon written notice from the Investor, take all steps necessary to register such unregistered Registrable Securities as soon as possible after the filing of the original Registrable Statement.

1.2 In connection with each Registration Statement described in Section 1.1, the Investor will furnish to the Company in writing such information and representation letters with respect to itself and the proposed distribution by it as reasonably necessary in order to assure compliance with applicable U.S. federal and applicable state securities laws. The Company, among other items, may require the Investor to furnish to the Company a certified statement as to the number of Common Stock beneficially owned by the Investor and the name of the person thereof that has voting and dispositive control over the Registrable Securities.

1.3 All fees and expenses incident to the performance of or compliance with the filing of the Registration Statement will be borne by the Company whether or not any Registrable Securities are sold pursuant to the Registration Statement. The fees and expenses referred to in the foregoing sentence will include, without limitation, (a) all registration and filing fees (including, without limitation, fees and expenses (i) with respect to filings required to be made with the OTC Bulletin Board or other exchange or quotation service on which the Common Stock of the Company are then listed for trading, (b) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities and of printing prospectuses if the printing of prospectuses is reasonably requested by a majority of the Registrable Securities included in the Registration Statement), (c) messenger, telephone and delivery expenses, (d) fees and disbursements of legal counsel for the Company and reasonable fees and disbursements of special counsel to the Investor, if required; (e) 1933 Act liability insurance, if the Company so desires such insurance, and (f) fees and expenses of all other persons retained by the Company in connection with the filing of the Registration Statement. In addition, the Company will be responsible for all of its internal expenses incurred in connection with the filing of the Registration Statement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange, if applicable. In no event will the Company be responsible for any broker or similar commissions or, except to the extent provided for hereunder, any legal fees or other costs of the Investor.

1.4 If a Registration Statement described in Section 1.1 is an underwritten primary registration on behalf of the Company, and the managing Underwriter advises the Company in writing that marketing factors require a limitation of the number of shares to be underwritten, the Company shall advise all Investor that have requested Registrable Securities to be included in the Registration Statement and include in such registration (i) first, the securities the Company proposes to sell; (ii) second, the Registrable Securities requested to be included in such registration, on a *pro-rata basis* based on the Registrable Securities held by such requesting Investor at the time of filing the Registration Statement; and (iii) third, other securities requested to be included in such registration.

1.5 If a Registration Statement described in Section 1.1 is an underwritten primary registration on behalf of any party other than the Company, and the managing Underwriter advises the Company in writing that marketing factors require a limitation of the number of shares to be underwritten, the Company shall advise all Investor that have requested Registrable Securities to be included in the Registration Statement and include in such registration (i)) first, securities requested to be included in such registration pursuant to demand registration rights by persons other than the Investor; (ii) second, the Registrable Securities requested to be included in such registration, on a pro-rata basis based on the Registrable Securities held by such requesting Investor at the time of filing the Registration Statement; and (iii) third, securities requested to be included in the Registration Statement by the holders thereof pursuant to registration rights other than demand registration rights.

1.6 By delivery of written notice to any of the participating Investor (a “**Suspension Notice**”), the Company or the managing Underwriter of a primary registration may require such Investor to refrain from disposing of Registrable Securities under the registration, in either case for a period of no more than ninety (90) consecutive days from the delivery of such Suspension Notice (which period may not be extended or renewed) if the Company in good faith determines that it is in the best interests of the Company. Each holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing Underwriter which are consistent with the foregoing or which are necessary to give further effect thereto.

2 **Indemnification**

2.1 The Company will indemnify and hold harmless the Investor and, if applicable, its officers, directors, employees and shareholders, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys’ fees) and expenses (collectively, “**Losses**”), as incurred, arising out of or relating to any untrue or alleged untrue statement of a material fact contained in the Registration Statement, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, or any violation by the Company of any U.S. federal or state securities laws in connection with any such registration or qualification of securities, except to the extent that such untrue statements or omissions (a) are based solely upon information regarding the Investor furnished in writing to the Company by the Investor expressly for use therein, or to the extent that such information relates to the Investor or the Investor’ proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by the Investor expressly for use in the Registration Statement, or in any amendment or supplement thereto, or (b) are contained in an outdated or defective Registration Statement used by the Investor after the Company has notified the Investor in writing that the Registration Statement is outdated or defective.

2.2 The Investor will indemnify and hold harmless the Company, its directors, officers and employees, each person who controls the Company (within the meaning of Section 15 of the 1933 Act and Section 20 of the *United States Securities Exchange Act of 1934*), and the directors, officers or employees of such controlling persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the extent arising out of or based solely upon: (a) the Investor’ failure to comply with the prospectus delivery requirements of the 1933 Act, or (b) any untrue or alleged untrue statement of a material fact contained in any Registration Statement, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading to the extent that such untrue statements or omissions (i) are contained in any information so furnished in writing by the Investor to the Company specifically for inclusion in the Registration Statement, or (ii) are based solely upon information regarding the Investor furnished in writing to the Company by the Investor expressly for use therein, or (iii) are contained in information relating to the Investor or the Investor’s proposed method of distribution of Registrable Securities that was reviewed and expressly approved in writing by the Investor expressly for use in the Registration Statement or in any amendment or supplement thereto, or (c) the use by the Investor of an outdated or defective Registration Statement after the Company has notified the Investor in writing that the Registration Statement is outdated or defective.

2.3 If a claim by either the Company or the Investor (each, an “**Indemnified Party**”, as applicable) for indemnification hereunder from the other party (the “**Indemnifying Party**”), whether by reason of public policy or otherwise, then each Indemnifying Party, in lieu of indemnifying such Indemnified Party, will contribute to the amount paid or payable by such Indemnified Party as a result of such Losses, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties’ relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys’ or other reasonable fees or expenses incurred by such party in connection with any proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this section was available to such party in accordance with its terms. The parties hereto agree that it would not be just and equitable if contribution pursuant to this section were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. Notwithstanding the provisions of this Section, the Investor will not be required to contribute, in the aggregate, any amount in excess of the amount by which the proceeds actually received by it from the sale of the Registrable Securities subject to the proceeding exceeds the amount of any damages that it has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission, except in the case of fraud by the Investor.

2.4 The Indemnified Party will give notice to the Indemnifying Party promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, but the omission to so notify the Indemnifying Party will not relieve it from any liability which it may have to the Indemnified Party pursuant to the provisions hereof except to the extent of the actual damages suffered by such delay in notification. The Indemnifying Party will assume the defence of such action, including the employment of counsel to be chosen by the Indemnifying Party to be reasonably satisfactory to the Indemnified Party, and payment of expenses. The Indemnified Party will have the right to employ its own counsel in any such case, but the legal fees and expenses of such counsel will be at the expense of the Indemnified Party, unless the employment of such counsel will have been authorized in writing by the Indemnifying Party in connection with the defence of such action, or the Indemnifying Party will not have employed counsel to take charge of the defence of such action or the Indemnified Party will have reasonably concluded that there may be defences available to it or them which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party will not have the right to direct the defence of such action on behalf of the Indemnified Party), in any of which events such fees and expenses will be borne by the Indemnifying Party. No Indemnifying Party, in the defence of any such claim or litigation, will, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

3. Assignment

3.1 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each Investor may assign its rights hereunder to any purchaser or transferee of Registrable Securities; provided, that such purchaser or transferee shall, as a condition to the effectiveness of such assignment, be required to execute a counterpart to this Agreement agreeing to be treated as an Investor whereupon such purchaser or transferee shall have the benefits of, and shall be subject to the restrictions contained in, this Agreement as if such purchaser or transferee was originally included in the definition of an Investor herein and had originally been a party hereto.

4. Severability

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

5. Entire Agreement

5.1 Except as expressly provided in this Agreement and in the agreements, instruments and other documents contemplated or provided for herein, this Agreement contains the entire agreement between the parties with respect to the sale of the Securities and there are no other terms, conditions, representations or warranties, whether expressed, implied, oral or written, by statute or common law, by the Company or by anyone else.

6. Notices

6.1 Any notice required or permitted under this Agreement must be given in writing and will be deemed effectively given (a) upon personal delivery to the party to be notified, (b) upon receipt by the sender of a confirmation of a successful facsimile transmission to the facsimile number of the recipient indicated for such party on page one of this Agreement, (c) one business day after deposit with a nationally recognized overnight courier service, prepaid for overnight delivery and addressed to the party to be notified at the address indicated for such party on page one of this Agreement, or (d) 3 days after deposit with the US mail service, postage prepaid, registered or certified with return receipt requested and addressed to the party to be notified at the address below, or at such other address as such party may designate by notice to the other parties:

If to the Company:

Zero Gravity Solutions, Inc.
Attn: General Counsel
190 NW Spanish River Boulevard
Boca Raton, Florida, 33431

If to the Investor:

Or if none listed above, to such Investor's address as set forth in the register of stockholders maintained by the Company.

7. **Governing Law/Venue**

7.1 This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada, without reference to such State’s conflicts of laws principles. Any legal suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted exclusively in a court of competent jurisdiction located in the County of Palm Beach, Florida. The parties hereto hereby: (i) waives any objection which they may now have or hereafter have to the venue of any such suit, action or proceeding, and (ii) irrevocably consents to the courts of competent jurisdiction in the County of Palm Beach, Florida in any such suit, action or proceeding. The parties further agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in a court of competent jurisdiction in the County of Palm Beach, Florida and agree that service of process upon a party mailed by certified mail to such party’s address shall be deemed in every respect effective service of process upon such party in any such suit, action or proceeding.

8. **Counterparts and Electronic Means**

8.1 This Agreement may be executed in counterpart and such counterparts together will constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in portable document format (“pdf”), will be equally effective as delivery of a manually executed counterpart hereof. The parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defense based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

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

ZERO GRAVITY SOLUTIONS, INC.

Harvey Kaye
Chairman

INVESTOR

Print
Name: _____
Print
Title: _____

Exhibit 10.3

WARRANT NO. _____

Dated: _____

EXHIBIT B

WARRANT

THESE SECURITIES AND THE SECURITIES ISSUABLE UPON THEIR EXERCISE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND MAY NOT BE TRANSFERRED UNLESS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, A "NO-ACTION" LETTER FROM THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE “COMMISSION” OR THE “SEC”) WITH RESPECT TO SUCH TRANSFER, A TRANSFER MEETING THE REQUIREMENTS OF RULE 144 OF THE COMMISSION, OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY SUCH TRANSFER IS EXEMPT FROM SUCH REGISTRATION.

Zero Gravity Solutions, Inc.

Zero Gravity Solutions, Inc., a corporation organized under the laws of the State of Nevada (the “Company”), hereby certifies that, for value received from _____, a _____ (the “Holder”), is entitled, subject to the terms set forth below, to purchase from the Company up to a total of _____ shares of the common stock (equal to the amount of Units the Holder subscribed to under the Company’s offering of Units, of even date (the “Offering”)), \$0.001 par value per share (the “Common Stock”), of the Company (the “Warrant Shares”), at an exercise price equal to two dollars (\$2.00) per share (the “Exercise Price”). This Warrant may be exercised at any time after issuance through and including the Fifth (5th) anniversary of its original issuance as noted above (the “Expiration Date”), subject to the following terms and conditions:

1. Registration of Warrant. The Company shall, from time to time and whenever requested by the Holder, register this Warrant in conformity with records to be maintained by the Company for such purpose (the “Warrant Register”) in the name of the Holder. The Company shall treat the registered Holder of this Warrant as the absolute owner hereof for any and all purposes, including the exercise hereof or any distribution to the Holder, and the Company shall not be affected by notice to the contrary.

2. Registration of Transfers and Exchanges.

(a) The Company or the transfer agent shall enter or record the transfer of all or any portion of this Warrant in the Warrant Register, upon surrender of this Warrant to the Company at the office specified herein or pursuant to Section 11 hereof. Upon any such registration or transfer, a new warrant to purchase Common Stock, in substantially the form of this Warrant (any such new warrant hereinafter referred to as a “New Warrant”), evidencing the portion of this Warrant so transferred shall be issued to the transferee and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, shall be issued to the Holder. The acceptance of the New Warrant by the transferee thereof shall be deemed the acceptance of such transferee of all of the rights and obligations of a holder of a Warrant.

(b) This Warrant is exchangeable, upon the surrender hereof by the Holder to the office of the Company specified herein or pursuant to Section 3(b) hereof for one or more New Warrants, evidencing in the aggregate the right to purchase the number of Warrant Shares which may then be purchased hereunder. Any such New Warrant shall be dated as of the date of such exchange.

3. Duration and Exercise of Warrants.

(a) This Warrant shall be exercisable by the registered Holder on any business day before 5:00 P.M., New York time, at any time and from time to time on or after the date hereof to and including the Expiration Date. At 5:00 P.M., New York time on the Expiration Date, the portion of this Warrant not exercised prior thereto shall be and become void and of no value. Prior to the Expiration Date, the Company may not call or otherwise redeem this Warrant without the prior written consent of the Holder, which consent shall be given or withheld at the sole and absolute discretion of the Holder.

(b) Subject to Section 2(b), Section 6 and Section 10 hereof, upon: (x) surrender of this Warrant, together with the Form of Election to Purchase attached hereto duly completed and signed, to the Company at its address for notice set forth in Section 11 hereof; and (y) payment of the Exercise Price multiplied by the number of Warrant Shares that the Holder intends to purchase hereunder, in the manner provided hereunder, all as specified by the Holder in the Form of Election to Purchase, the Company shall promptly (but in no event later than ten (10) business days after the Date of Exercise (as defined below)) issue or cause to be issued and cause to be delivered to the Holder in such name(s) as the Holder may designate, a certificate for the Warrant Shares issuable upon such exercise and free of restrictive legends unless a registration statement covering the resale of the Warrant Shares and naming the Holder as a selling stockholder thereunder is not then effective or the Warrant Shares are not freely transferable without volume restrictions pursuant to Rule 144(k) promulgated under the Securities Act then the Warrant Shares will bear a Securities Act restrictive legend. Any person so designated by the Holder to receive Warrant Shares shall be deemed to have become holder of record of such Warrant Shares as of the Date of Exercise of this Warrant. A “Date of Exercise” means the date on which the Company shall have received (I) this Warrant (or any New Warrant, as applicable), together with the Form of Election to Purchase attached hereto (or attached to such New Warrant) appropriately completed and duly signed; and (II) payment of the Exercise Price for the number of Warrant Shares so indicated by the holder hereof to be purchased.

(c) This Warrant shall be exercisable in its entirety or, from time to time, for a portion of the number of Warrant Shares. If less than all of the Warrant Shares which may be purchased under this Warrant are exercised at any time, the Company shall issue or cause to be issued, at its expense, a New Warrant evidencing the right to purchase the remaining number of Warrant Shares for which no exercise has been evidenced by this Warrant.

4. Piggyback Registration Rights. The Holder shall be granted certain Piggyback Registration Rights as more fully described in that certain Piggyback Registration Rights Agreement entered into in connection with the Offering.

5. Payment of Taxes. Upon the exercise of this Warrant, the Company will pay all documentary stamp taxes attributable to the issuance of Warrant Shares; provided, however, that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the registration of any certificates for Warrant Shares or Warrants in a name other than that of the Holder. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.

6. Replacement of Warrant. If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and indemnity, if requested, satisfactory to it. Applicants for a New Warrant under such circumstances shall comply with such other reasonable regulations and procedures and pay such other reasonable charges as the Company may prescribe.

7. Reservation of Warrant Shares. The Company covenants that it will at all times reserve and keep available out of the aggregate of its authorized but unissued Common Stock, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares which are then issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other actual contingent purchase rights of persons other than the Holder (taking into account the adjustments and restrictions of Section 8 hereof). The Company covenants that all Warrant Shares that shall be so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and nonassessable. If the Company does not have a sufficient amount of Common Stock authorized to reserve for the Warrant Shares, it shall, as soon as reasonably practicable, use its best efforts to increase the number of its authorized shares such that the Company will have a sufficient amount of Common Stock authorized to reserve for the Warrant Shares.

8. Certain Adjustments. The Exercise Price and number of Warrant Shares issuable upon exercise of this Warrant are subject to adjustment from time to time as set forth in this Section 8. Upon each such adjustment of the Exercise Price pursuant to this Section 8, the Holder shall thereafter but prior to the Expiration Date be entitled to purchase, at the Exercise Price resulting from such adjustment, the number of Warrant Shares obtained by multiplying the Exercise Price in effect immediately prior to such adjustment by the number of Warrant Shares issuable upon exercise of this Warrant immediately prior to such adjustment and dividing the product thereof by the Exercise Price resulting from such adjustment.

(a) An adjustment shall be made, if the Company, at any time while this Warrant is outstanding (i) pays a stock dividend (except scheduled dividends paid on outstanding preferred stock as of the date hereof which contain a stated dividend rate) or otherwise make distribution(s) on shares of its Common Stock or on any other class of capital stock and not the Common Stock payable in shares of Common Stock; (ii) subdivides outstanding shares of Common Stock into a larger number of shares; or (iii) combines outstanding shares of Common Stock into a smaller number of shares. If either (i), (ii) or (iii) above occurs, the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding before such event and of which the denominator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding after such event. Any adjustment made pursuant to this Section shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination, and shall apply to successive subdivisions and combinations.

(b) In case of any reclassification of the Common Stock, any consolidation or merger of the Company with or into another entity, the sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange pursuant to which the Common Stock is converted into other securities, cash or property, then the Holder shall have the right thereafter to exercise this Warrant only into the shares of stock and other securities and property receivable upon or deemed to be held by holders of Common Stock following such reclassification, consolidation, merger, sale, transfer or share exchange, and the Holder shall be entitled upon such event to receive such amount of securities or property equal to the amount of Warrant Shares such Holder would have been entitled to had such Holder exercised this Warrant immediately prior to such reclassification, consolidation, merger, sale, transfer or share exchange. The terms of any such consolidation, merger, sale, transfer or share exchange shall include such terms so as to continue to give to the Holder the right to receive the securities or property set forth in this Section 8(b) upon any exercise following any such reclassification, consolidation, merger, sale, transfer or share exchange.

(c) For the purposes of this Section 8, the following clauses shall also be applicable:

(i) Record Date. In case the Company shall take a record of the holders of its Common Stock for the purpose of entitling them (A) to receive a dividend or other distribution payable in Common Stock or in securities convertible or exchangeable into shares of Common Stock, or (B) to subscribe for or purchase Common Stock or securities convertible or exchangeable into shares of Common Stock, then such record date shall be deemed to be the date of the issue or sale of the shares of Common Stock deemed to have been issued or sold upon the declaration of such dividend or the making of such other distribution or the date of the granting of such right of subscription or purchase, as the case may be.

(ii) Treasury Shares. The number of shares of Common Stock outstanding at any given time shall not include shares owned or held by or for the account of the Company, and the disposition of any such shares shall be considered an issue or sale of Common Stock.

(d) All calculations under this Section 8 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be.

9. Payment of Exercise Price.

(a) Cash Exercise. The Holder shall deliver to the Company at its principal offices, with the Election to Purchase form attached hereto, duly executed by the Holder and accompanied by payment in cash, wire transfer or by check, payable to the order of the Company, of the aggregate Exercise Price for the total aggregate number of Warrant Shares for which this Warrant is exercised.

(b) Legend. Unless the Warrant Shares have been registered under the Securities Act, upon exercise of any of the Warrants and the issuance of any of the Warrant Shares, all certificates representing the Warrant Shares shall bear on the face thereof substantially the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, UNLESS REGISTERED PURSUANT TO THE PROVISIONS OF THAT ACT OR UNLESS AN OPINION OF COUNSEL TO THE CORPORATION IS OBTAINED STATING THAT SUCH DISPOSITION IS IN COMPLIANCE WITH AN AVAILABLE EXEMPTION FROM SUCH REGISTRATION.

10. Fractional Shares. The Company shall not be required to issue or cause to be issued fractional Warrant Shares on the exercise of this Warrant. The number of full Warrant Shares which shall be issuable upon the exercise of this Warrant shall be computed on the basis of the aggregate number of Warrant Shares purchasable on exercise of this Warrant so presented. If any fraction of a Warrant Share would, except for the provisions of this Section 10, be issuable on the exercise of this Warrant, the Company shall pay an amount in cash equal to the Exercise Price multiplied by such fraction.

11. **Notices.** Any and all notices or other communications or deliveries hereunder shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section prior to 5:00 p.m. New York time on a business day, (ii) the business day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile telephone number specified in this Section later than 5:00 p.m. New York time on any date and earlier than 11:59 p.m. New York time on such date, (iii) the business day following the date of mailing, if sent by nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given. The addresses for such communications shall be:

If to the Company:

Zero Gravity Solution, Inc.
190 NW Spanish River Boulevard
Boca Raton, Florida 33431

If to the Holder:

or if none listed above, to such Holder’s address as set forth in the register maintained by the Company.

12. **Warrant Agent.** The Company shall serve as warrant agent under this Warrant. Upon thirty (30) days’ notice to the Holder, the Company may appoint a new warrant agent. Any corporation into which the Company or any new warrant agent may be merged or any corporation resulting from any consolidation to which the Company or any new warrant agent shall be a party or any corporation to which the Company or any new warrant agent transfers substantially all of its corporate trust or shareholders services business shall be a successor warrant agent under this Warrant without any further action. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holder's last address as shown on the Warrant Register.

13. Miscellaneous.
- (a) This Warrant shall be binding on and inure to the benefit of the parties hereto. This Warrant may be amended only in writing signed by the Company and the Holder.

(b) Nothing in this Warrant shall be construed to give to any person or corporation other than the Company and the Holder any legal or equitable right, remedy or cause under this Warrant. This Warrant shall inure to the sole and exclusive benefit of the Company and the Holder.

(c) The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

(d) In case any one or more of the provisions of this Warrant shall be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this Warrant shall not in any way be affected or impaired thereby and the parties will attempt in good faith to agree upon a valid and enforceable provision which shall be a commercially reasonable substitute therefor, and upon so agreeing, shall incorporate such substitute provision in this Warrant.

(e) The Company hereby represent and warrants to the Holder that: (i) it is voluntarily issuing this Warrant of its own freewill, (ii) it is not issuing this Warrant under economic duress, (iii) the terms of this Warrant are reasonable and fair to the Company, and (iv) the Company has had independent legal counsel of its own choosing review this Warrant, advise the Company with respect to this Warrant, and represent the Company in connection with its issuance of this Warrant.

(f) Any capitalized term used but not defined in this Warrant shall have the meaning ascribed to it in the Subscription Agreement.

(g) This Warrant may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Warrant. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

(h) This Warrant and the obligations of the Company hereunder shall not be assignable by the Company.

14. Disputes Under This Agreement.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada, without reference to such State’s conflicts of laws principles. Any legal suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted exclusively in a court of competent jurisdiction located in the County of Palm Beach, Florida. The parties hereto hereby: (i) waives any objection which they may now have or hereafter have to the venue of any such suit, action or proceeding, and (ii) irrevocably consents to the courts of competent jurisdiction in the County of Palm Beach, Florida in any such suit, action or proceeding. The parties further agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in a court of competent jurisdiction in the County of Palm Beach, Florida and agree that service of process upon a party mailed by certified mail to such party’s address shall be deemed in every respect effective service of process upon such party in any such suit, action or proceeding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[Signature on Following Page]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized officer as of the date first indicated above.

ZERO GRAVITY SOLUTIONS, INC.

By: _____
Harvey Kaye
Its: Chairman

EXHIBIT A

FORM OF ELECTION TO PURCHASE

Zero Gravity Solutions, Inc.

Re: Intention to Exercise Right to Purchase Shares of Common Stock Under the Warrant

Gentlemen:

In accordance with the Warrant enclosed with this Form of Election to Purchase, the undersigned hereby irrevocably elects to purchase _____ shares of Common Stock, \$0.001 par value per share, of Zero Gravity Solutions, Inc. encloses herewith \$ _____ in cash, certified or official bank check(s), which sum represents the aggregate Exercise Price for the number of shares of Common Stock to which this Form of Election to Purchase relates, together with any applicable taxes payable by the undersigned pursuant to the Warrant. Any capitalized terms used but not defined in this Form of Election to Purchase shall have the meaning ascribed to them in the accompanying Warrant.

The undersigned requests that certificates for the shares of Common Stock issuable upon this exercise be issued in the name of:

(Please insert SS# or FEIN #)

(Please print name and address)

If the number of shares of Common Stock issuable upon this exercise shall not be all of the shares of Common Stock which the undersigned is entitled to purchase in accordance with the enclosed Warrant, the undersigned requests that a New Warrant evidencing the right to purchase the shares of Common Stock not issuable pursuant to the exercise evidenced hereby be issued in the name of and delivered to:

(Please print name and address)

Dated: ,

Name of Holder:

Signed: _____

Print Name: _____

Title: _____

(Signature must conform in all respects to name of Holder as specified on the face of the Warrant)

**Zero Gravity Solutions, Inc. Closes \$3 million First Tranche of
Equity Private Placement**

BOCA RATON, Fla.— (November 20, 2015),– [Zero Gravity Solutions, Inc.'s](#) (ZGSI or the “Company”) (Pink Sheets: ZGSI), an agricultural biotechnology company commercializing its technology derived from and designed for Space with significant applications on Earth, announced today that it has closed an initial tranche of \$3 million of the Company’s Units in an exempt private placement transaction with several accredited investors (“Private Placement”). Each Unit in the Private Placement consists of one share of common stock and a warrant to purchase one share of common stock and the Company may sell up to a total of \$7 million under the terms of the Private Placement within the next 30 days.

[Livingston Securities, LLC](#), a New York based broker/dealer, acted as the sole placement agent for this round of financing. The proceeds from this Private Placement will provide the capital to deploy the infrastructure necessary to support the rollout of the Company’s first commercial product, [BAM-FX](#), in agricultural markets.

“To take advantage of the more than 60 domestic and international commercial trials conducted in 2014 and 2015 on a large variety of crops, in which initial observations and independent laboratory analysis demonstrated significant increases in yield, biomass and other attributes, the Company is utilizing this new capital to expand our staff of certified crop advisors, agronomists and qualified sales and marketing personnel to support the Company’s short term revenue generation goals,” stated Harvey Kaye, Chairman of ZGSI.

For more detail on the Private Placement, please refer to the Company’s Current Report on Form 8-K filed with the U.S. Securities and Exchange Commission on November 20, 2015.

The Units, common stock and warrants, and any other securities offered in the Private Placement or any other securities to be offered in any proposed future private placement (collectively, the "Securities") have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or the securities laws of any other jurisdiction. Because the Securities are not registered, the Securities may not be offered or sold in the United States absent registration or an exemption from registration. This press release is being issued pursuant to and in accordance with Rule 135c under the Securities Act and shall not constitute an offer to sell, or the solicitation of an offer to buy, any securities, nor shall there be any sales of the securities mentioned in this press release in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

About Zero Gravity Solutions, Inc.

Zero Gravity Solutions, Inc. (www.zerogsi.com) is an agricultural biotechnology public company commercializing its technology derived from and designed for Space with significant applications on Earth. These technologies are focused on providing valuable solutions to challenges facing world agriculture. ZGSI's two primary categories of technologies aimed at sustainable agriculture are: 1) **[BAM-FX™ technology](#)** BAM-FX™ technology, a cost effective, ionic nutrient delivery system for plants currently being introduced commercially into world agriculture by Zero Gravity's wholly owned subsidiary **[BAM Agricultural Solutions](#)** and 2) Directed Selection™, utilized in the development and production, in the prolonged zero/micro gravity environment of the International Space Station, large volumes of Non-GMO, novel, patentable stem cells with unique and beneficial characteristics.

[Like us on Facebook](#)

[Follow us on Twitter](#)

Forward-Looking Statements

This release may contain certain forward-looking statements regarding our prospective performance and strategies within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, and are including this statement for purposes of said safe harbor provisions. Forward-looking statements, which are based on certain assumptions and describe future plans, strategies, and expectations of the Company, are generally identified by use of words "anticipate," "believe," "estimate," "expect," "intend," "plan," "project," "seek," "strive," "try," or future or conditional verbs such as "could," "may," "should," "will," "would," or similar expressions. Our ability to predict results or the actual effects of our plans or strategies is inherently uncertain. Accordingly, actual results may differ materially from anticipated results. Readers are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this release. Except as required by applicable law or regulation, Zero Gravity Solutions undertakes no obligation to update these forward-looking statements to reflect events or circumstances that occur after the date on which such statements were made.

Zero Gravity Solutions, Inc.
Harvey Kaye, Chairman
+1 561.416.0400
info@zerogsi.com
