

## FORM 62-103F1

### REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS

#### Item 1 – Security and Reporting Issuer

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

This report relates to 10% convertible unsecured debentures of the Issuer ("**Debentures**").

Carbeeza Inc. (the "**Issuer**")  
620, 10180 - 101 Street  
Edmonton, AB T5J 3S4

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

Not applicable. The transaction that triggered the requirement to file this report was a private transaction.

#### Item 2 – Identity of the Acquiror

- 2.1 *State the name and address of the acquiror.*

Sandro Torrieri (the "**Acquiror**")  
620, 10180 - 101 Street  
Edmonton, AB T5J 3S4

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

On May 9, 2022, the Acquiror purchased Debentures in the aggregate principal amount of \$2,000,000 (the "**Purchased Debentures**"). The Debentures have an interest rate of 10% per annum, compounding annually and payable in arrears, and mature two years from the date of issuance. The principal amount outstanding under each Debenture is convertible into common shares in the capital of the Issuer ("**Common Shares**") at a conversion price of \$0.40 per Common Share, at the option of the Acquiror prior to May 9, 2024. At the Issuer's option and subject to the approval of the TSX Venture Exchange ("**TSXV**"), any interest as may become due and payable on the outstanding principal amount may be satisfied by the issuance of such number of Common Shares equal to the amount of interest payable divided by the greater of (i) the VWAP for the thirty (30) consecutive Trading Days ending on the fifth Trading Day before such date on the TSXV; and (ii) the Market Price (as defined in TSXV Policy 1.1) on the date that the interest becomes payable.

The Purchased Debentures are convertible in 5,000,000 Common Shares, representing approximately 7.3% of the issued and outstanding Common shares after giving effect to such conversion (assuming conversion in full of the principal amount of the Purchased Debentures).

*State the names of any joint actors.*

Not applicable.

### **Item 3 - Interest in Securities of the Reporting Issuer**

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

See Item 2.2.

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

The Acquiror acquired ownership of the securities that triggered the requirement to file this report.

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

Not applicable.

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

Immediately prior to the transaction described in Item 2.2, the owned (i) 10,537,830 Common Shares, and (ii) 1,000,000 options exercisable into Common Shares, representing approximately 18.1% of the currently outstanding Common Shares of the Issuer on a non-diluted basis

After giving effect to the transaction described in Item 2.2, the Acquiror owns a total of 16,537,830 Common Shares and securities convertible or exercisable into Common Shares, comprised of (i) 10,537,830 Common Shares, (ii) 1,000,000 options exercisable into Common Shares, and (iii) the Purchased Debentures, which are convertible into 5,000,000 Common Shares, this represents approximately 25.9% of the currently outstanding Common Shares of the Issuer on a non-diluted basis.

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

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

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

Not applicable.

#### **Item 4 – Consideration Paid**

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

\$2,000,000.00.

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

The acquiror acquired the Purchased Debentures for an aggregate purchase price of \$2,000,000, paid in cash.

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

Not applicable.

## **Item 5 – Purpose of the Transaction**

5.1 *State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:*

- (a) *the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;*
- (b) *a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;*
- (c) *a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;*
- (d) *a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;*
- (e) *a material change in the present capitalization or dividend policy of the reporting issuer;*
- (f) *a material change in the reporting issuer's business or corporate structure;*
- (g) *a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;*
- (h) *a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace*
- (i) *the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;*
- (j) *a solicitation of proxies from securityholders;*
- (k) *an action similar to any of those enumerated above.*

The Acquiror acquired ownership of the Purchased Debentures for investment purposes. Depending on the market and other conditions, the Acquiror will evaluate his investment in the Issuer and may increase or decrease his investment by future acquisitions and dispositions of Common Shares or other securities at his discretion, as circumstances warrant.

## **Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

*Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such*

*information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.*

In connection with the acquisition of the Purchased Debentures, the Acquiror agreed with the TSX Venture Exchange (the "**TSXV Undertaking**") not to convert any Purchased Debentures if such conversion or exercise would cause the Acquiror to receive a number of securities resulting in the Acquiror owning 20% or more of the Common Shares at the time of such conversion or exercise, except with approval of the shareholder of the Issuer.

#### **Item 7 – Change in Material Fact**

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

Not applicable.

#### **Item 8 – Exemption**

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

Not applicable.

#### **Item 9 – Certification**

The undersigned hereby certifies, to the best of my knowledge, information and belief that the statements contained herein are true and complete in every respect.

**DATED** May 11, 2022.

"Sandro Torrieri" (signed)

Sandro Torrieri