

FORM 62-103F1

REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS

State if the report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.

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 unsecured convertible debentures (“Debentures”) of Yorkton Equity Group Inc. (the “Issuer”)

The Issuer's head office is located at:

**Yorkton Equity Group Inc.
3165 Manulife Place
10180 - 101 Street NW
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.*

The acquisition of Debentures took place by way of a private placement transaction and not through any markets.

Item 2 - Identity of the Acquiror

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

**Ben Lui ("Acquiror")
3165 Manulife Place
10180 - 101 Street NW
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 December 19, 2023, the Acquiror acquired 33 Debentures with a face value of \$1,000 per each Debenture for an amount equal to \$33,000 pursuant to a private placement. The Debentures bear interest from the date of closing at 8.0% per annum payable annually. The Debentures will mature on December 18, 2028 (the “Maturity Date”).

The principal amount of the Debentures is convertible at the option of the Acquiror into up to 165,000 common shares of the Issuer (“Common Shares”) at a conversion price of \$0.20 per Common Share by delivering written notice to convert at any time prior to the close of business on the last business day immediately preceding the Maturity Date.

The Issuer, after a period of thirty-six (36) months following the date of closing, will also have the right, but not the obligation, to redeem the principal amount and any unpaid interest of

the Debenture in cash, without penalty, at any time prior to the date of maturity by providing a thirty (30) calendar day notice period (the "Redemption Notice") to the Debenture holder by way of a written notice or a press release duly disseminated. Within ten (10) business days after receipt of the Redemption Notice, the Debenture holder, at its sole discretion, may request for a conversion (of the principal amount only exclusive of any interest component which is payable in cash only) from the Issuer by the issuance of common shares. All rights to conversion lapses ten (10) business days after receipt of the Redemption Notice.

2.3 *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 the report and the change in the acquiror's securityholding percentage in the class of securities.*

See Section 2.2 above.

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

The Acquiror acquired the Debentures pursuant to a private placement that triggered the requirement to file this report. See Section 2.2 above.

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 acquirer'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.*

The Acquiror, directly or indirectly, currently owns or controls 82,511,845 (or 73.23%) of the issued and outstanding Common Shares, which trade on the facilities of the TSX Venture Exchange under the trading symbol "YEG", on a non-diluted basis. The Acquiror acquired, directly or indirectly, 33 Debentures in the principal amount of \$33,000 in the final tranche closing of this private placement and 2,000 debentures in the principal amount of \$2,000,000 in the initial tranche closing for an aggregate of 2,033 Debentures in the principal amount of \$2,033,000 pursuant to the private placement, being 74.31% of the Debentures issued in the private placement and 32.53% of all currently issued and outstanding convertible debentures of the Issuer.

The Debentures held by the Acquiror, directly and indirectly, may be converted, at the option of the Acquiror, into a maximum of 10,348,333 Common Shares at a conversion price of between \$0.20 and \$0.30 per Common Share by delivering written notice to convert at any time prior to the close of business on the last business day immediately preceding the maturity date.

Prior to the acquisition of the Debentures, the Acquiror, directly or indirectly owned 82,511,845 Common Shares, 275,000 stock options, and 2,055 unsecured convertible

debentures of the Issuer. If all of the Acquiror 's stock options and unsecured convertible debentures were exercised, the Acquiror would have owned, directly or indirectly, 75.50% of the then issued and outstanding Common Shares, on a partially diluted basis.

After the acquisition of the Debentures, the Acquiror, directly or indirectly, owns 82,511,845 Common Shares, 275,000 stock options and 2,088 unsecured convertible debentures of the Issuer. If all of the Acquiror's stock options and unsecured convertible debentures were exercised, the Acquiror would own, directly or indirectly, 75.53% of the issued and outstanding Common Shares, on a partially 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,*

See Section 3.4 above.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

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

Not Applicable.

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

Not Applicable.

Item 4 - Consideration Paid

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

The Acquiror acquired the Debentures in an amount equal to \$33,000. The Debentures are convertible at the option of the Acquiror up to 165,000 Common Shares at a conversion price of \$0.20 per Common Share of the Issuer. See Section 2.2 above.

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.*

Not Applicable.

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

Not Applicable.

Item 5 - Purpose of the Transaction

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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.

Not Applicable.

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 as of the 21st day of December, 2023.

(signed) "Ben Lui"

BEN LUI