

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.

Security: 8% Convertible Secured Debentures due March 7, 2027 in the aggregate Principal Amount of \$15,000,000 (the “**Convertible Debentures**”).

Issuer: VERTEX RESOURCE GROUP LTD. (the “**Corporation**” or “**Vertex**”)
121 – 2055 Premier Way
Sherwood Park, AB T8H 0G2

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.

N/A.

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

IBBC GP INC.,
on its own behalf and in its capacity as the general partner of IBBC Limited Partnership
2900, 421 7th Avenue SW
Calgary, AB T2P 0Z3

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 22, 2025, the Corporation and the Acquiror agreed to the following amendments to the Convertible Debentures previously issued on March 7, 2022: (i) extending the maturity date from March 7, 2027, to March 7, 2029, with the ability to further extend the maturity date, at the Corporation’s option and with the prior written consent of the holders of the debentures, for up to two additional one-year terms; (ii) removing the holder’s right to convert the principal amount into common shares of the Corporation; and (iii) amending the interest rate of the Convertible Debenture from 8.0% per annum to 10.0% per annum (the resulting debentures referred to herein as the “**Amended and Restated Debentures**”).

As the amendments include removing the Acquiror’s right to convert the principal amount into common shares of the Issuer, the Acquiror no longer has beneficial ownership of, or control or direction over, voting or equity securities of any class of the Corporation, or securities convertible into voting or equity securities of any class of the Corporation, that, together with the Acquiror’s securities of that class, constitute 10% or more of the outstanding securities of that class.

2.3 State the names of any joint actors.

IBBC GP Inc. is the general partner of IBBC Limited Partnership and therefore they are joint actors of each other.

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.**

N/A (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.**

N/A (See item 2.2).

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

N/A.

- 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.**

Prior to the transactions: Convertible Debentures in the aggregate Principal Amount of \$15,000,000 (IBBC Limited Partnership: \$14,765,000; IBBC GP Inc.: \$235,000), convertible into up to 23,076,923 Common Shares (IBBC Limited Partnership: 22,715,385 Common Shares; IBBC GP Inc.: 361,538 Common Shares), representing 20.18% of the outstanding Common Shares on a post-conversion basis (IBBC Limited Partnership: 19.86%; IBBC GP Inc.: 0.32%).

After the transactions: Amended and Restated Debentures in the aggregate Principal Amount of \$15,000,000 (IBBC Limited Partnership: \$14,765,000; IBBC GP Inc.: \$235,000), convertible into nil Common Shares.

- 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 item 3.4

- (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**

N/A.

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

N/A.

- 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.**

N/A.

- 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.**

N/A.

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

N/A.

- 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.**

N/A.

Item 4 – Consideration Paid

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

N/A (See item 2.2).

- 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.**

N/A (See item 2.2).

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

N/A.

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;
- (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.

N/A.

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.

IBBC GP Inc. is the general partner of IBBC Limited Partnership and thereby has the full authority to manage the business and affairs of IBBC Limited Partnership including making decisions to buy or sell securities for IBBC Limited Partnership.

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.

See item 2.2

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.

N/A.

Item 9 – Certification

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent’s best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.

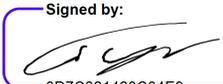
It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

I, as the Acquiror, certify, or I, as the agent filing this report on behalf of an Acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

DATED December 22, 2025

IBBC GP INC., on its own on behalf and in its capacity as the general partner of IBBC Limited Partnership

By:  Signed by:

Name: Tyson Birchall
Title: President