

**Form 62-103F1**

***Required Disclosure Under the Early Warning Requirements***

**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.*

Securities: Common Shares (the “**Shares**”) and Common Share Purchase Warrants (the “**Warrants**”)

Issuer: Venerable Ventures Ltd. (the “**Issuer**”)  
#3123 – 595 Burrard Street  
Vancouver BC V7X 1J1

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 common shares were acquired pursuant to an exercise of common share warrants. The transaction did not take place on a market.

**2. Identity of the Acquiror**

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

Ryan Weymark  
# 3123 – 595 Burrard Street  
Vancouver, British Columbia V7X 1J1

(the “**Acquiror**”)

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 October 7, 2024, the Acquiror exercised 1,000,000 Warrants, each exercisable into one Share at CAD\$0.065 per Share. Pursuant to the exercise of Warrants, the Acquiror acquired beneficial ownership and/or control over 1,000,000 Shares.

(the “**Transaction**”)

2.3 *State the names of any joint actors.*

Weymark Consulting Ltd.

**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.*

Weymark Consulting Ltd., a company owned and controlled by the Acquiror, exercised 1,000,000 Warrants into 1,000,000 Shares at CAD\$0.065 per Share.

Immediately prior to the Transaction, the Acquiror beneficially owned or exercised control or direction over and aggregate of 1,150,000 common shares and 1,000,000 warrants, representing 9.02% of the issued and outstanding common shares, 15.71% on a partially diluted basis and 16.67% of the outstanding Warrants. Immediately following the Transaction, the Acquiror beneficially owned or exercised control or direction over an aggregate 2,150,000 Shares of the Company, representing 12.00% of the issued and outstanding Shares and 12.00% on a partially diluted basis. The Acquiror no longer holds any Warrants.

- 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 or control or direction over the Shares and disposed of the Warrants noted in Item 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 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.*

Please refer to Item 3.1.

- 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,*

The Acquiror directly holds 150,000 Shares representing 0.84% of the issued and outstanding Shares of the Issuer.

Weymark Consulting Ltd., a company owned and controlled by the Acquiror, holds 2,000,000 Shares representing 11.16% of the issued and outstanding Shares of the Issuer.

- (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.

#### **4. Consideration Paid**

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

The Acquiror paid \$0.065 per Share in cash to the Issuer for a total consideration of CAD \$65,000.

- 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.*

See 4.1 above.

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

The Shares were acquired through the exercise of Warrants.

#### **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.*

The acquisition of securities as stated in Item 2.2 were made for investment purposes. In addition to the transaction described herein, the Acquiror may increase or decrease their investment, directly or indirectly, in securities of the Issuer from time to time, depending on market conditions or any other relevant factors.

**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.

**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.

**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.

**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.*

**10. Certificate**

I, as the 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** this 7<sup>th</sup> of October, 2024

"Ryan Weymark"

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Ryan Weymark