

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 the common shares (“**Shares**”) in the capital of Tisdale Clean Energy Corp. (“**Tisdale**”), a corporation with its head office located at 885 West Georgia Street, Suite 2200, Vancouver, British Columbia, V6C 3E8.

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 series of transactions that triggered the requirement to file this report was carried out through the facilities of the Canadian Securities Exchange (the “**CSE**”).

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

Planet Ventures Inc. (the “**Company**”) has its head office located at 750 West Pender Street, Suite 303, Vancouver, British Columbia, V6C 2T7. The Company was incorporated pursuant to the laws of the Province of Alberta and is a company that is continued and currently existing under the *Business Corporations Act* (British Columbia).

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 July 31, 2024, Tisdale announced the closing of its non-brokered private placement of units (the “**Offering**”). On closing of the Offering, Tisdale issued an aggregate of 5,654,666 Shares and 5,829,666 Share purchase warrants.

Subsequently to the closing of the Offering, the Company entered into a letter agreement (the “**Letter Agreement**”) dated August 1, 2024, between the Company and Tisdale, pursuant to which all Warrants held by the Company are subject to a ten percent (10.0%) blocker provision that restricts the exercise of the Warrants in the event such exercise would result in the Company holding ten percent (10.0%) or more of the issued and outstanding Shares at such time.

As a result of the series of transactions described herein, the Company has ceased to beneficially own ten percent (10.0%) or more of the issued and outstanding Shares.

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 this report and the change in the acquiror’s securityholding percentage in the class of securities.

Immediately prior to the Offering, an aggregate of 2,937,778 Shares, 2,777,778 Share purchase warrants (the “**February Warrants**”) and 1,111,111 Share purchase warrants (the “**December Warrants**” and together with the February Warrants, the “**Warrants**”), representing approximately 9.32% of the issued and outstanding Shares on an undiluted basis and 12.33% on a partially diluted basis (based on an aggregate of 31,535,078 Shares issued and outstanding). Each February Warrant enables the Company to acquire one Share at an exercise price of \$0.30, for a period expiring on February 1, 2026. Each December Warrant enables the Company to acquire one Share at an exercise price of \$0.30, for a period expiring on December 22, 2025.

Immediately following the closing of the Offering, the Company held 2,937,778 Shares and an aggregate of 3,888,889 Warrants, representing approximately 7.90% of the issued and outstanding Shares on an undiluted basis and 10.46% of the issued and outstanding Shares on a partially diluted basis (based on an aggregate of 37,189,744 Shares issued and outstanding).

Subsequently to the closing of the Offering, the Company entered into the Letter Agreement, pursuant to which all Warrants held by the Company are subject to a ten percent (10.0%) blocker provision that restricts the exercise of the Warrants in the event such exercise would result in the Company holding ten percent (10.0%) or more of the issued and outstanding Shares at such time.

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.

See 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.**

See Item 3.1 above.

- 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 3.1 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.**

Not applicable.

- 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;**
- (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 Company entered into the Letter Agreement in the ordinary course of business, in connection with the Shares and Warrants that it holds in the ordinary course of business and for investment purposes. In pursuing such purposes, the Company reserves the right to formulate other plans or make other proposals and take such actions deemed necessary with respect to its investment in Tisdale. Depending on the market conditions and other factors, the Company may, from time to time, increase or decrease its beneficial ownership of the securities of Tisdale as deemed appropriate.

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 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.

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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 this 2nd day of August, 2024

PLANET VENTURES INC.

Per: "Etienne Moshevich"
Name: Etienne Moshevich
Title: CEO