FORM 9

NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES
(or securities convertible or exchangeable into listed securities[1])

Please complete the following:

Name of Listed Issuer: **Kontrol Energy Corp.** (the "Issuer").

Trading Symbol: **KNR**

Date: **May 19, 2020**

Is this an updating or amending Notice: [ ] Yes [x] No

If yes provide date(s) of prior Notices:

Issued and Outstanding Securities of Issuer Prior to Issuance: **29,959,233**

Date of News Release Announcing Private Placement: **May 19, 2020**

Closing Market Price on Day Preceding the Issuance of the News Release: **$0.45 (Closing price as of May 15, 2020)**

1. Private Placement (if shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition), proceed to Part 2 of this form):

Full Name & Residential Address of Placee	Number of Securities Purchased or to be Purchased	Purchase price per Security (CDN$)	Conversion Price (if Applicable)	Prospectus Exemption	No. of Securities (Common Shares), directly or indirectly, Owned, Controlled or Directed	Payment Date(1)	Describe relations-hip to Issuer (2)

(1) Indicate date each placee advanced or is expected to advance payment for securities. Provide details of expected payment date, conditions to release of funds etc. Indicate if the placement funds been placed in trust pending receipt of all necessary approvals.

(2) Indicate if Related Person.

[1]An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10.

1. Total amount of funds to be raised: **Up to $1,500,000**

2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. **The Issuer intends to use the net proceeds for possible future acquisitions of operating businesses and technologies in the energy efficiency sector as part of its overall growth strategy, organic growth and general corporate purposes.**

3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: **Not applicable**

4. If securities are issued in forgiveness of indebtedness, provide details and attach the debt agreement(s) or other documentation evidencing the debt and the agreement to exchange the debt for securities. **Not applicable**

5. Description of securities to be issued:

   (a) Class: **Convertible Debentures**

   (b) Number up to **1,500 Units**

   1,500 Units, with each Unit comprised of one $1,000 8% unsecured debenture of the Company (each, a "Convertible Debenture" and collectively the "Convertible Debentures"), convertible into common shares of the Company (each, a "Common Share") at the Debenture Conversion Price (as defined below); and one thousand (1,000) warrants (each, a "Warrant"), with each Warrant exercisable at the holders' option to purchase one Common Share

   (c) Price per security: **$1,000**

   (d) Voting rights **Not applicable**

6. Provide the following information if Warrants, (options) or other convertible securities are to be issued:

   (a) Number: **1,500,000 Warrants**

(b) Number of securities eligible to be purchased on exercise of Warrants (or options): **1,500,000 Common Shares**

(c) Exercise price: **$0.60 cents on or prior to June 30, 2022 and at a price of $0.70 cents after June 30, 2022 until or on June 30, 2023 (as applicable, the "Warrant Exercise Price").**

(d) Expiry date: **June 30, 2023**

7. Provide the following information if debt securities are to be issued:

(a) Aggregate principal amount: **$1,500,000 (1,500 Units)**

(b) Maturity date: **June 30, 2023**

(c) Interest rate: **8%**

(d) Conversion terms:

The Convertible Debentures may be converted in full or in part, at the holders' option into Common Shares, at any time prior to the Maturity Date, at a conversion price (subject to adjustment from time to time) of $0.50 cents on or prior to June 30, 2022 and at a price of $0.60 cents after June 30, 2022 until or on June 30, 2023 (the "Debenture Conversion Price"). Holders converting their Convertible Debentures will receive a cash payment equal to accrued and unpaid interest thereon for the period from and including the date of the latest interest payment date to, and including, the date of conversion. Fractional Common Shares will not be issued on any conversion and in lieu thereof the Company will make a cash payment equal in value to such fractional Common Shares.

Any Convertible Debentures that have not been converted will mature on June 30th, 2023 (the "Maturity Date").

At any time after August 31, 2021, the Company may force the conversion of the principal amount of the then outstanding Convertible Debentures at the then applicable Debenture Conversion Price on not less than 30 days' notice if the volume weighted average trading price of the Common Shares on the CSE for any 20 consecutive trading day period is greater than $0.70 cents.

At any time after August 31, 2021, the Company may accelerate expiry date of the then outstanding Warrants on not less than 30 days' notice if the volume weighted average trading price of the Common Shares on the CSE for any 20 consecutive trading day period is greater than $0.85 cents.

(e) Default provisions:

An event of default ("Event of Default") in respect of the Convertible Debentures will occur if any one or more of the following described events has occurred and is continuing with respect to the Convertible Debentures: (a) failure for 15 days to pay interest on the Convertible Debentures when due, (b) failure to pay principal or premium, if any, on the Convertible Debentures when due whether at maturity, by declaration or otherwise, (c) default in the delivery, when due, of any Common Shares or other consideration, payable on conversion with respect to the Debentures, which default continues for 15 days, (d) if a decree or order of a court having jurisdiction is entered adjudging the Issuer a bankrupt or insolvent under the *Bankruptcy and Insolvency Act* (Canada) or any other bankruptcy, insolvency or analogous laws, or issuing sequestration or process of execution against, or against any substantial part of, the property of the Issuer, or appointing a receiver of, or of any substantial part of, the property of the Issuer or ordering the winding-up or liquidation of its affairs, and any such decree or order continues unstayed and in effect for a period of 60 days, (e) if the Issuer institutes proceedings to be adjudicated bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it under the *Bankruptcy and Insolvency Act* (Canada) or any other bankruptcy, insolvency or analogous laws, or consents to the filing of any such petition or to the appointment of a receiver of, or of any substantial part of, the property of the Issuer or makes a general assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, (f) if a resolution is passed for the winding-up or liquidation of the Issuer, except in the course of carrying out or pursuant to a transaction in respect of which certain conditions are duly observed and performed. If an Event of Default has occurred and is continuing, the Debenture Trustee (Computershare Trust Company of Canada) may, in its discretion, and will, upon request of holders of not less than 25% in principal amount of the Convertible Debentures issued under the supplemental indenture and indenture to be entered into between Computershare Trust Company of Canada and the Issuer (the "Indenture"), declare the principal of and interest on all outstanding Convertible Debentures issued under the Indenture to be immediately due and payable. In certain cases, the holders of a majority of the principal amount of the Convertible Debentures issued under the Indenture then outstanding may, on behalf of the holders of all the Convertible Debentures issued

under the Indenture, waive any Event of Default and/or cancel any such declaration upon such terms as such holders prescribe.

The Convertible Debentures will be issued pursuant to the terms of a trust indenture (the "Note Indenture") to be entered into as of the Closing Date between the Company and a trust company. The Trust Indenture will be consistent with the terms set out in term sheet.

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer):

The Company may pay a cash commission (the "Commission") to finders and brokers equal to 7.0% of the gross proceeds from the sale of the Units attributable to such finders or brokers.

In addition, the Company may grant to finders and brokers common share purchase warrants (the "Compensation Warrants") equal to the quotient obtained by dividing 7.0% of the gross proceeds attributable to such finders or brokers by $0.60. Each Compensation Warrant shall be exercisable to purchase one Common Share of the Company at a price of $0.60 cents on or prior to June 30, 2022, and at a price of $0.70 cents after June 30, 2022 until or on June 30, 2023

(b) Cash: **Up to 7.0% of Gross Proceeds**

(c) Securities: **Compensation Warrants equal to the quotient obtained by dividing 7.0% of the gross proceeds attributable to such finders or brokers by $0.60.**

(d) Other: **Not applicable**

(e) Expiry date of any options, warrants etc.: **June 30, 2023**

(f) Exercise price of any options, warrants etc**.:**
Each Compensation Warrant shall be exercisable to purchase one Common Share of the Company at a price of $0.60 cents on or prior to June 30, 2022, and at a price of $0.70 cents after June 30, 2022 until or on June 30, 2023. Exercise price per share determined by the Issuer, and/or to

the provisions of the Canadian Securities Exchange Policy 6 – Distributions

9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship

Not applicable.

10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.). **Not applicable**

11. State whether the private placement will result in a change of control.

No.

12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. **Not applicable.**

13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102.

Yes.

2. Acquisition

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: _____ .

2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material: _____

3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:

   (a) Total aggregate consideration in Canadian dollars: _____ .

   (b) Cash: _____ .

   (c) Securities (including options, warrants etc.) and dollar value: _____ _____ .

   (d) Other: _____ .

   (e) Expiry date of options, warrants, etc. if any: _____ .

   (f) Exercise price of options, warrants, etc. if any: _____ .

   (g) Work commitments: _____ .

4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).

5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer:_____ _____ .

6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	**Number and Type of Securities to be Issued**	**Dollar value per Security (CDN$)**	**Conversion price (if applicable)**	**Prospectus Exemption**	**No. of Securities, directly or indirectly, Owned, Controlled or Directed by Party**	**Describe relationship to Issuer (1)**

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: _____ _____ .

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.):

   (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): _____ _____.

   (b) Cash _____ .

   (c) Securities _____ .

   (d) Other _____ .

   (e) Expiry date of any options, warrants etc. _____

   (f) Exercise price of any options, warrants etc. _____ .

9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. _____ _____ _____

10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. _____ _____

Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.

2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.

3. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).

4. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated: **May 19, 2020**

Paul Ghezzi
Name of Director or Senior Officer

Signature

CEO, Director
Official Capacity