

FORM 9

NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES **(or securities convertible or exchangeable into listed securities¹)**

Please complete the following:

Name of Listed Issuer: Carl Data Solutions Inc. (the “**Issuer**”).

Trading Symbol: CRL .

Date: January 2, 2019.

Is this an updating or amending Notice: Yes No

If yes provide date(s) of prior Notices: December 21, 2018 and December 28, 2018.

Issued and Outstanding Securities of Issuer Prior to Issuance: 76,598,286.

Date of News Release Announcing Private Placement: N/A.

Closing Market Price on Day Preceding the Issuance of the News Release: N/A.

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, directly or indirectly, Owned, Controlled or Directed	Payment Date ⁽¹⁾	Describe relations -hip to Issuer ⁽²⁾
Pinyi Capital (China) Limited	Convertible Debenture	Principal amount of \$300,000	\$0.15	Section 2.3 of NI 45-106	Nil	December 24, 2018	Arm's Length Party
Scharfe Holdings Inc.	Convertible Debenture	Principal amount of \$300,000	\$0.15	Section 2.3 of NI 45-106	Nil	December 27, 2018	Arm's Length Party

(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.

¹An 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: Debentures in the aggregate principal amount of \$300,000.
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 proceeds of the Offering are expected to be used in connection with the Company's securities exchange agreement dated June 8, 2018 among the Company, Astra Smart Systems Corp. ("Asta") and Astra's shareholders, as further detailed in the Company's June 19, 2018 press release, and to repay a loan made in favour of the Company by Scharfe Holdings Ltd., as further detailed in the Company's July 19, 2018 press release.

Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: N/A .

3. 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.
4. Description of securities to be issued:
 - (a) Class See below .
 - (b) Number See below .
 - (c) Price per security N/A .
 - (d) Voting rights N/A .
5. Provide the following information if Warrants, (options) or other convertible securities are to be issued:
 - (a) Number N/A .
 - (b) Number of securities eligible to be purchased on exercise of Warrants (or options) N/A .
 - (c) Exercise price N/A .
 - (d) Expiry date N/A .
6. Provide the following information if debt securities are to be issued:
 - (a) Aggregate principal amount: Unsecured convertible debentures (each, a "Debenture") in the aggregate principal amount of up to \$300,000 (the "Principal Amount").
 - (b) Maturity date: One year from closing (the "Maturity Date").

- (c) Interest rate: 12% per annum, payable on the earlier of: (i) the Maturity Date, (ii) the date the Debentures are converted, or (iii) prepayment of the Debentures by the Issuer.
- (d) Conversion terms: The principal amount of the Debentures, and any accrued and unpaid interest thereon, is convertible into common shares of the Issuer (each, a "Share") at a conversion price of \$0.15 per Share, subject to the Issuer's right of prepayment.
- (e) Default provisions: Pursuant to the terms of the Debentures, the occurrence of any of the following will constitute an event of default: (i) the Issuer failing to pay any Principal Amount or interest thereon once due and such failure continuing for ten (10) days after written notice has been delivered to the Issuer; (ii) failure by the Issuer to observe or perform any covenant or agreement contained in the Debenture which is not cured within 30 days of written notice of such default, (iii) the Issuer: (A) applying for or consenting to the appointment of a receiver, trustee, liquidator or custodian for the benefit of any creditor, (B) being unable, or admitting in writing its inability, to pay its debts generally as they mature, (C) making a general assignment for the benefit of its or any of its creditors, (D) being dissolved or liquidated in full or in part, (E) commencing a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law, or (F) taking any action for the purpose of effecting any of the foregoing; or (iv) the Issuer entering any proceeding for the appointment of a receiver trustee, liquidator or custodian, whether voluntary or involuntary, seeking liquidation, reorganization or other relief with respect to the Issuer or the debts thereof under any bankruptcy, insolvency or other similar law, which order, after being commenced, is not dismissed or discharged within 30 days of commencement.

7. 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): N/A.
- (b) Cash: N/A
- (c) Securities: N/A
- (d) Other: N/A

- (e) Expiry date of any options, warrants etc.: N/A .
- (f) Exercise price of any options, warrants etc.: N/A .
8. 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
N/A .
9. Describe any unusual particulars of the transaction (i.e. tax “flow through” shares, etc.).
None .
10. State whether the private placement will result in a change of control.
No .
11. 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. No .
12. 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.

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 (e.g.: 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 this 2nd day of January, 2019.

Gregory Johnston
Name of Director or Senior
Officer

"Gregory Johnston"
Signature

President, CEO, and Director
Official Capacity