

## FORM 9

### **NOTICE OF PROPOSED ISSUANCE OF LISTED SECURITIES** **(or securities convertible or exchangeable into listed securities<sup>1</sup>)**

Please complete the following:

Name of Listed Issuer: CARTIER IRON CORPORATION (the "Issuer").

Trading Symbol: CFE.

Date: AUGUST 1, 2018

Is this an updating or amending Notice:  Yes  No

If yes provide date(s) of prior Notices: N/A.

Issued and Outstanding Securities of Issuer Prior to Issuance: 47,222,721.

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

Closing Market Price on Day Preceding the Issuance of the News Release: \$.07 (July 31, 2018 closing price)

**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)
Gambier Holdings Corp. Burlington, Ontario	350,000	\$0.125	N/A	NI 45-106 s. 2.14	4,251,519	N/A (shares for debt)	Related Person (Insider)
John Langton Val d'Or, Quebec	350,000	\$0.125	N/A	NI 45-106 s. 2.14	210,000	N/A (shares for debt)	Related Person (Insider)

<b>Jorge Estepa Brampton, Ontario</b>	<b>1,000,000</b>	<b>\$0.125</b>	<b>N/A</b>	<b>NI 45-106 s. 2.14</b>	<b>1,573,925</b>	<b>N/A (shares for debt)</b>	<b>Related Person (Insider)</b>
<b>Miles Nagamatsu Toronto, Ontario</b>	<b>1,000,000</b>	<b>\$0.125</b>	<b>N/A</b>	<b>NI 45-106 s. 2.14</b>	<b>1,257,203</b>	<b>N/A (shares for debt)</b>	<b>Related Person (Insider)</b>

(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.

<sup>1</sup>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 \$337,500 .

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 has entered into Shares for Debt settlement with the related parties (“Creditors”) above whereby the Creditors have agreed to accept in aggregate 2,700,000 common shares of the Issuer in satisfaction of \$337,500 in aggregate debt. The Creditors forgave in aggregate \$511,349 of debt owed by the Issuer to the Creditors as further detailed in the Issuer’s Management Information Circular dated May 30, 2018 in connection with the Annual and Special meeting held by the Issuer on June 28, 2018, whereby the Issuer obtained disinterested shareholder approval for the proposed issuance of the Shares for Debt to the Creditors. All securities issued pursuant to the Private Placement will be subject to the applicable statutory four-month hold period. .

3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: See Number 2 above. .

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. See Number 2 above and attached.

5. Description of securities to be issued:

- (a) Class Common Shares .
- (b) Number 2,700,000 .
- (c) Price per security Deemed value of \$0.125 per common share.
- (d) Voting rights One vote per common share .

6. 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 .

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

- (a) Aggregate principal amount \_\_\_\_\_ .
- (b) Maturity date \_\_\_\_\_ .
- (c) Interest rate \_\_\_\_\_ .
- (d) Conversion terms \_\_\_\_\_ .
- (e) Default provisions \_\_\_\_\_ .

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): N/A .

(b) Cash NIL .

(c) Securities NIL .

(d) Other N/A .

(e) Expiry date of any options, warrants etc. N/A .

(f) Exercise price of any options, warrants etc. N/A .

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 N/A

\_\_\_\_\_ .

10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.).

N/A .

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. N/A

\_\_\_\_\_  
\_\_\_\_\_ .

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. CONFIRMED.

**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: N/A.
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: N/A.
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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: N/A .
- (b) Cash: Nil .
- (c) Securities (including options, warrants etc.) and dollar value: N/A .
- (d) Other: N/A .
- (e) Expiry date of options, warrants, etc. if any: N/A .
- (f) Exercise price of options, warrants, etc. if any: N/A .
- (g) Work commitments: N/A .
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). N/A.
5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: N/A
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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 <sup>(1)</sup>

(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): 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

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. N/A

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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. N/A
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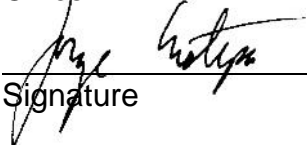
### Certificate Of Compliance

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 August 1, 2018.

JORGE ESTEPA  
Name of Director or Senior  
Officer

  
Signature

Vice President, Sec.-Treasurer  
Official Capacity



August 1, 2018

Gambier Holdings Corp.  
c/o Thomas Larsen

Dear Sir:

**Re: Indebtedness of Cartier Iron Corporation**

This letter will confirm our agreement that Cartier Iron Corporation. (the "Company") will issue 350,000 common shares from its treasury to Gambier Holdings Corp. (the "Creditor") in full payment of the Company's indebtedness of \$CDN \$43,740 to the Creditor. The issue price of the shares will be \$CDN 0.125 per share.

The Creditor acknowledges that the shares to be issued to it are being issued pursuant to Section 2.14 of National Instrument 45-106 and is subject to approval of the Canadian Securities Exchange (the "CSE"). As required by the policies of the CSE and by National Instrument 45-102, the shares issued to the Creditor cannot be resold or transferred for a period of four(4) months and one day from the date of issuance.


The Creditor also hereby remises, releases and forever discharges the Company, its directors, officers, employees, agents, successors and assigns, of and from any and all manner of actions, causes of actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgements, rights and demands of any kind whatsoever, both in law and in equity (collectively referred to herein as "Claims") which the Creditor ever had, now has, or can, shall or may in the future have had or have against the Company for any matter whatsoever, in connection with the transaction described above.

Upon acceptance by the Creditor of the terms and conditions described herein, this letter agreement will constitute an irrevocable subscription by the Creditor for the common shares described above.

If the foregoing terms are acceptable, please sign at the bottom of this letter and retain one copy for your records.


Yours truly,

**Cartier Iron Corporation**

Per:  \_\_\_\_\_  
Jorge Estepa, V.P and Corporate Secretary

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The undersigned hereby agrees and accepts the foregoing terms and conditions.

Per:  \_\_\_\_\_  
Thomas Larsen, A.S.O., Gambier Holdings Corp.

**CARTIER IRON CORPORATION**

20 Adelaide Street East, Suite 200, Toronto, Ontario, Canada M5C 2T6  
T: 416.360.8006 | F: 416.361.1333 | E: info@cartieriron.com | www.cartieriron.com



August 1, 2018

Mr. Jorge Estepa

Dear Sir:

**Re: Indebtedness of Cartier Iron Corporation**

This letter will confirm our agreement that Cartier Iron Corporation. (the "Company") will issue 1,000,000 common shares from its treasury to Jorge Estepa (the "Creditor") in full payment of the Company's indebtedness of \$CDN \$125,000 to the Creditor. The issue price of the shares will be \$CDN 0.125 per share.

The Creditor acknowledges that the shares to be issued to it are being issued pursuant to Section 2.14 of National Instrument 45-106 and is subject to approval of the Canadian Securities Exchange (the "CSE"). As required by the policies of the CSE and by National Instrument 45-102, the shares issued to the Creditor cannot be resold or transferred for a period of four(4) months and one day from the date of issuance.

The Creditor also hereby remises, releases and forever discharges the Company, its directors, officers, employees, agents, successors and assigns, of and from any and all manner of actions, causes of actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgements, rights and demands of any kind whatsoever, both in law and in equity (collectively referred to herein as "Claims") which the Creditor ever had, now has, or can, shall or may in the future have had or have against the Company for any matter whatsoever, in connection with the transaction described above.

Upon acceptance by the Creditor of the terms and conditions described herein, this letter agreement will constitute an irrevocable subscription by the Creditor for the common shares described above.

If the foregoing terms are acceptable, please sign at the bottom of this letter and retain one copy for your records.


Yours truly,

**Cartier Iron Corporation**

Per:   
Miles Nagamatsu, C.F.O

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The undersigned hereby agrees and accepts the foregoing terms and conditions.

  
Jorge Estepa

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20 Adelaide Street East, Suite 200, Toronto, Ontario, Canada M5C 2T6  
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August 1, 2018

Mr. Miles Nagamatsu

Dear Sir:

**Re: Indebtedness of Cartier Iron Corporation**

This letter will confirm our agreement that Cartier Iron Corporation. (the "Company") will issue 1,000,000 common shares from its treasury to Miles Nagamatsu (the "Creditor") in full payment of the Company's indebtedness of \$CDN \$125,000 to the Creditor. The issue price of the shares will be \$CDN 0.125 per share.

The Creditor acknowledges that the shares to be issued to it are being issued pursuant to Section 2.14 of National Instrument 45-106 and is subject to approval of the Canadian Securities Exchange (the "CSE"). As required by the policies of the CSE and by National Instrument 45-102, the shares issued to the Creditor cannot be resold or transferred for a period of four(4) months and one day from the date of issuance.

The Creditor also hereby remises, releases and forever discharges the Company, its directors, officers, employees, agents, successors and assigns, of and from any and all manner of actions, causes of actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgements, rights and demands of any kind whatsoever, both in law and in equity (collectively referred to herein as "Claims") which the Creditor ever had, now has, or can, shall or may in the future have had or have against the Company for any matter whatsoever, in connection with the transaction described above.

Upon acceptance by the Creditor of the terms and conditions described herein, this letter agreement will constitute an irrevocable subscription by the Creditor for the common shares described above.

If the foregoing terms are acceptable, please sign at the bottom of this letter and retain one copy for your records.

Yours truly,

**Cartier Iron Corporation**

Per: \_\_\_\_\_

Jorge Estepa, V.P and Corporate Secretary

The undersigned hereby agrees and accepts the foregoing terms and conditions.

\_\_\_\_\_  
Miles Nagamatsu

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August 1, 2018

Mr. John Langton

Dear Sir:

**Re: Indebtedness of Cartier Iron Corporation**

This letter will confirm our agreement that Cartier Iron Corporation. (the "Company") will issue 350,000 common shares from its treasury to John Langton (the "Creditor") in full payment of the Company's indebtedness of \$CDN \$43,740 to the Creditor. The issue price of the shares will be \$CDN 0.125 per share.

The Creditor acknowledges that the shares to be issued to it are being issued pursuant to Section 2.14 of National Instrument 45-106 and is subject to approval of the Canadian Securities Exchange (the "CSE"). As required by the policies of the CSE and by National Instrument 45-102, the shares issued to the Creditor cannot be resold or transferred for a period of four(4) months and one day from the date of issuance.

The Creditor also hereby remises, releases and forever discharges the Company, its directors, officers, employees, agents, successors and assigns, of and from any and all manner of actions, causes of actions, suits, proceedings, debts, accounts, bonds, covenants, contracts, claims, liabilities, damages, grievances, executions, judgements, rights and demands of any kind whatsoever, both in law and in equity (collectively referred to herein as "Claims") which the Creditor ever had, now has, or can, shall or may in the future have had or have against the Company for any matter whatsoever, in connection with the transaction described above.

Upon acceptance by the Creditor of the terms and conditions described herein, this letter agreement will constitute an irrevocable subscription by the Creditor for the common shares described above.

If the foregoing terms are acceptable, please sign at the bottom of this letter and retain one copy for your records.

Yours truly,

Cartier Iron Corporation

Per: \_\_\_\_\_ (signed)  
Jorge Estepa, V.P and Corporate Secretary

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The undersigned hereby agrees and accepts the foregoing terms and conditions.

\_\_\_\_\_  
(signed)  
John Langton

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