

Form 45-106F2
Offering Memorandum for Non-Qualifying Issuers

Date: November 6th, 2024

The Issuer

Name: Quanta Global Capital Limited
Head office: 401 Bay St., Suite 2702, Toronto, ON M5H 2Y4, Canada
Phone Number: +1-971-472-6905

Currently listed or quoted: These securities do not trade on any exchanges or markets.
Reporting issuer: No
SEDAR filer: No

The Offering

Securities offered: Secured Bond
Price per security: \$1,000 USD
Minimum/Maximum Offering: Min. Offering: \$100,000 USD / Max. Offering: \$10,000,000,000 USD
Min./Max. subscription amount: Min. Sub.: \$100,000 USD / Max Sub.: \$1,000,000,000 USD
Interest Coupon: 7.5% Annually starting November 15, 2025 paid to Secured Bond Holders on a yearly basis
Payment terms: No Payment Terms
Issue Date: November 15, 2024
Maturity Date: November 15, 2029
Selling agent: No

Purchaser's rights

You have two business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this offering memorandum, you have the right to sue either for damages or to cancel the agreement. See item 11.

No securities regulatory authority has assessed the merits of these securities or reviewed this offering memorandum. Any representation to the contrary is an offence. This is a risky investment. See item 9.”

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IMPORTANT NOTICES

The offer and sale of the Bonds have not been approved or disapproved by the Ontario Securities Commission. The Bonds will be “restricted securities” pursuant to the Act and subject to certain important limitations on their resale. Investors should be aware that they may be required to accommodate the risks of their investments in our business for an indefinite period of time. This Memorandum is provided in response to the potential purchaser’s offer to purchase the Bonds.

Purchasers of the Bonds will be required to represent that the Bonds are being acquired for the investment purposes and not with the intention of the sale or distribution, and purchasers will not be able to resell the Bonds, unless the Bonds are registered pursuant to the Act, or notification to the Company as to the new purchaser or qualified pursuant to the applicable state statutes, or unless an exemption from such registration is qualified and available.

This Memorandum has been prepared solely for the benefit of the persons interested in the Bonds. Delivery of this Memorandum to anyone other than the prospective purchaser and official representative(s), if any, of such prospective purchaser is unauthorized, and any reproduction of this Memorandum, in whole or part, without the prior consent of the Company is prohibited. This Memorandum does not constitute an offer to sell or the solicitation of an offer to purchase the Bonds, nor shall there be any sale of the Bonds in any state of jurisdiction in which such offer, solicitation or sale would be unlawful.

This OFFERING may be withdrawn or modified at any time before the Issuance termination date and is specifically made subject to the terms described in this Memorandum. We reserve the right to reject any subscriptions, in whole or part, or to allot to any prospective purchaser less than the number of the Bonds subscribed for by such prospective purchaser. Prior to the termination date, we may utilize subscription funds for the purposes described in this Memorandum.

No general solicitation or advertisement in any form may be utilized in this Memorandum. We shall make available to each prospective purchaser and such purchaser’s Purchaser Representative, if any, during this Offering and prior to the sale of any Bonds, the opportunity to ask questions of and receive answers from any persons authorized to act on our behalf concerning any aspect of our business, and to obtain any additional information, to the extent we possess such information, without unreasonable expense, necessary to the accuracy of the information specified in the Memorandum.

Prospective purchasers of the Bonds are not to construe the contents of this Memorandum as legal, tax, or investment advice. Each prospective purchaser of the Bonds should consult such purchaser’s legal counsel, accountant or business advisor as to the legal, tax and related matters concerning any possible purchase of the Bonds. The delivery of this Memorandum at any time does not imply the information specified in this Memorandum is correct as of any time subsequent to the date of this Memorandum.

No person is authorized to provide any information or to make any representation not specified in this Memorandum and, if provided or made, such information or representation must not be relied upon as having been authorized by the Company. By accepting delivery of this Memorandum, the receipt agrees to return this Memorandum and all other documents to us if he or she elects not to purchase any of the Bonds or if we elect not to sell the Bonds to the recipient, or if the Offering is withdrawn.

Although the information specified in this Memorandum is believed to be accurate, we do not make any expressed or implied representation or warranty as to the accuracy or completeness of that information. It is expected that each prospective purchaser of the Bonds will pursue an independent investigation regarding the purchase of the Bonds. Information as specified in this Memorandum is believed to reflect information available to the Company, as of the date of this Memorandum. Neither the delivery of this Memorandum nor any transaction entered into as a result of this Memorandum shall create, in any circumstance, the implication that there has been no change in an information specified in this Memorandum after the date specified on the front cover of this Memorandum.

This information estimates and projections as to our future financial and operating results have been provided by the Company. The projections of future financial and operating performances are intended to assist in the evaluation of the appropriateness of the purchase of the Bonds, but are not to be considered as facts, and should not be relied upon as an accurate representation of future results. Furthermore, because the projected financial information is based on estimates and assumptions about circumstances and events that have not yet occurred and are subject to variation, there can be no assurance that the projected results will be attained.

Certain provisions of various documents are summarized in this Memorandum, but the prospective purchasers of the Bonds should not assume that the summaries are complete. Such summaries are qualified in their entirety by reference to the texts of the original documents, which will be made available to the prospective purchasers upon request.

No representations or warranties of any nature whatsoever should be inferred with respect to the economic return or tax treatment, which may accrue to any prospective purchaser of the Bonds.

It is the responsibility of each purchaser of the Bonds to observe fully the laws of any relevant territory outside Canada in connection with a purchase of the Bonds, including obtaining any required governmental or other consent or observing other applicable formalities. Sales of the Bonds outside of Canada are not subject to the regulations of the Canada or any of its provinces and territories.

The offer and sale of Bonds is the individual provinces in transactions which satisfy the requirement of National Instrument 45-106 or are not required to be registered or qualified in the individual provinces as they are not resident in Canada or the United States.

The securities offered by the Company are subject to prior sale, allotment, acceptance, withdrawal, cancellation or any modification of the offer. Any modification to this Offering is to be made by means of amendment to the Memorandum. The Company reserves the right to withdraw or cancel the offer without notice and to reject any orders, in whole or part, for the purchase of any of the Bonds.

NOTICE REGARDING AGREEMENT TO ARBITRATE

THIS AGREEMENT REQUIRES THAT ALL INVESTORS ARBITRATE ANY DISPUTE ARISING OUT OF THEIR INVESTMENT IN THE BONDS OF THE COMPANY. YOU FURTHER AGREE THAT THE ARBITRATION SHALL BE BINDING AND HELD IN CANADA. YOU AGREE THEREBY TO WAIVE ANY RIGHTS TO A JURY TRIAL OR TO ANY OTHER KIND OF LITIGATION. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY COST YOU MORE TO ARBITRATE THE DISPUTE IN CANADA.

JURISDICTIONAL NOTICES

NASAA UNIFORM LEGEND: IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE PERSON OR ENTITY CREATING THE SECURITIES AND THE TERMS OF THE OFFERING, INCULDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES, HAVE NOT BEEN RECOMMENDED, BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATIONS TO THE CONTRARY IS A CRIMINAL OFFENSE.

GENERAL: THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE NATIONAL INSTRUMENT 45-106, AS AMENDED, OR THE SECURITIES LAWS OF ANY PROVINCE OR JURISDICTION BY THE REASON OF SPECIFIC EXEMPTIONS THEREUNDER RELATING TO THE LIMITED AVAILABILITY OF THE OFFERING. THESE SECURITIES CANNOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY PERSON OR ENTITY UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE.

OTHER JURISDICTIONS MAY PLACE CERTAIN RESTRICTIONS ON THE OFFER AND SALE OF SECURITIES TO RESIDENTS THEREOF, AND NO PURCHASE WILL BE CONFIRMED UNTIL SUCH RESTRISCTIONS, ARE COMPLIED WITH BY THE PRESIDENT AND COMPANY.

Item 1: Use of Available Funds

1.1 Funds

The funds raised through this bond will be strategically allocated across various sectors to maximize impact, ensure sustainable growth, and support key initiatives in line with the bond's objectives. The utilization of funds is planned as follows:

1. **Renewable Energy – Waste-to-Energy Conversion (30%):** A significant portion of the funds will be directed towards establishing and scaling waste-to-energy facilities that convert trash into electricity and gas. This investment includes technology acquisition, facility construction, and operational expenses to optimize waste processing capacity. This allocation aims to support sustainable energy production, reduce landfill use, and contribute to reducing greenhouse gas emissions.
2. **Senior Citizen and Accessible Housing Development (25%):** To support inclusive housing initiatives, a portion of the funds will be allocated to the development of senior citizen housing in the United States and the United Kingdom, as well as accessible apartment buildings for individuals with disabilities. This funding will cover land acquisition, construction, accessible design, and amenities that prioritize the well-being and quality of life for these populations.
3. **Mining Operations – Aluminum and Copper (20%):** This allocation is earmarked for sustainable mining operations, focusing on aluminum and copper extraction. Funds will be used for acquiring mining rights, purchasing equipment, and implementing eco-friendly mining practices to minimize environmental impact. These resources are essential for various industries, and this investment will contribute to meeting global demand while promoting responsible mining.
4. **Hospitality Sector – Acquisition of Four-Star Hotels (15%):** To bolster the hospitality portfolio, funds will be invested in acquiring and upgrading four-star hotels. This investment aims to attract tourism, enhance service standards, and improve operational efficiency. Upgrading hotel properties can also contribute to local economies through increased tourism, job creation, and business opportunities in the regions where hotels are acquired.
5. **Cement Factory Development (10%):** The remaining funds will be allocated to the development of a cement manufacturing facility to meet construction industry demands. This investment will support infrastructure projects and provide essential materials for construction, contributing to the broader objective of supporting sustainable growth in real estate and development.

This diversified approach to fund utilization ensures that each sector receives adequate resources to meet project goals, generate returns, and align with environmental, social, and economic objectives.

1.2 Working Capital Deficiency

No working Capital Deficiency

Item 2: Business of Quanta Global Capital Limited

2.1 Structure

Quanta Global Capital Limited (the “Issuer”) was Incorporated under the Business Corporation Act (Ontario) on November 5th, 2024 with a Corporation Number of: 1001054297.

2.2 Our Business & Development

This bond is designed to finance ventures across a range of high-impact industries, focusing primarily on renewable energy, real estate development, mining, and hospitality. The core business is in renewable energy, specifically converting waste into electricity and gas, an initiative that not only addresses the global energy crisis but also promotes environmental sustainability by reducing landfill waste and greenhouse gas emissions. By leveraging cutting-edge technology in waste-to-energy conversion, the bond aims to create a substantial, clean energy source that can meet increasing demand while supporting eco-friendly practices.

Additionally, the bond supports the construction and development of specialized housing for vulnerable communities in the United States and United Kingdom. This includes senior citizen housing projects designed with accessibility and comfort in mind to meet the needs of an aging population, as well as apartment buildings adapted for individuals with disabilities. These housing projects are envisioned to not only provide safe and accessible living spaces but also to foster community engagement and improve quality of life for residents through thoughtful design and amenities.

Beyond energy and real estate, the bond extends into sectors such as mining, hospitality, and construction materials. It finances aluminum and copper mining operations that prioritize sustainable extraction methods, ensuring minimal environmental disruption. In the hospitality sector, the acquisition of four-star hotels aims to elevate service standards and boost tourism. Additionally, investment in a cement factory supports construction industry demands and infrastructure projects. Altogether, this bond serves as a diversified investment vehicle, promoting growth across industries critical to modern life and societal advancement.

2.3 Short & Long-Term Objectives

The objective of this bond is to drive sustainable growth and development across multiple sectors that address pressing global needs in energy, housing, and infrastructure. By investing in a range of strategic industries renewable energy, specialized real estate, mining, hospitality, and construction materials the bond aims to achieve the following key objectives:

1. **Promote Environmental Sustainability:** Through waste-to-energy projects, the bond seeks to reduce landfill waste and lower greenhouse gas emissions while generating clean electricity and gas. This initiative aligns with global environmental goals, supporting a shift to renewable energy sources and advancing a circular economy.
2. **Support Inclusive Housing Solutions:** The bond focuses on developing housing options tailored for senior citizens and individuals with disabilities in the U.S. and U.K. This objective ensures that these often-underrepresented groups have access to safe, comfortable, and accessible housing, fostering social equity and enhancing quality of life.
3. **Stimulate Economic Growth and Job Creation:** By investing in industries like mining, hospitality, and construction, the bond contributes to job creation and economic stability. Through sustainable mining practices, the acquisition of four-star hotels, and the establishment of a cement factory, the bond supports the development of essential infrastructure, tourism, and resource availability.

Ultimately, the bond is structured to provide sustainable financial returns while advancing societal well-being and environmental stewardship across a diversified portfolio of industries.

2.4 Insufficient Funds

The proceeds of the Offering may not be sufficient to accomplish the Issuer's proposed objectives and there is no assurance that alternative financing will be available. If unforeseen events take place, there is no assurance that alternative financing will be available or, if available, may be obtained by the Issuer on reasonable terms.

2.5 Material Agreements

No Material Agreements Available at This Time

Item 3: Interests of Directors, Management, Promoters and Principal Holders

3.1 Compensation and Securities Held

Name and municipality of principal residence	Positions held (e.g., director, officer, promoter and/or principal holder) and the date of obtaining that position	Compensation paid by issuer or related party in the most recently completed financial year and the compensation anticipated to be paid in the current financial year	Number, type and percentage of securities of the issuer held after completion of min. offering	Number, type and percentage of securities of the issuer held after completion of max. offering
Alireza Alain Assemi California, USA	Principal Holder	No compensation paid	100 Shares (100%)	100 Shares (100%)

3.2 Management Experience

Name	Principal occupation and related experience
Jeremi F. Gallant Director	Since receiving his Diploma with Distinction in Business Administration from Eastern College in Moncton, New Brunswick, Mr. Gallant has been involved with various facets of the business and transfer agency industry. His experience includes positions in Business Development and Business Management as well as Transfer Agency Management.

3.3 Penalties, Sanctions and Bankruptcy

There are no Penalties, Sanctions or Bankruptcies that have been filed to date, nor does the company expect any in the future.

Item 4: Capital Structure

4.1 Share Capital

Description of security	Number authorized to be issued	Price per security	Number outstanding as at November 6 th , 2024	Number outstanding after min. offering	Number outstanding after max. offering
Common Class “A” Shares	Unlimited	No par value	100	N/A	N/A

4.2 Long Term Debt

Description of long term debt (including whether secured)	Number authorized to be issued	Price per security	Interest Coupon	Number outstanding as at November 6 th , 2024
Secured Bond	10,000,000	\$1,000 USD	7.5% Annually starting November 15, 2025	0

4.3 Prior Sales

Date of issuance	Type of security issued	Number of securities issued	Price per security	Total funds received
November 5 th , 2024	Common Class “A” Shares	100	\$1 CAD	Securities Issued as Founder Shares

Item 5: Securities Offered

5.1 Terms of Securities

Secured Bond Term Sheet	
Issuer	Quanta Global Capital Limited
ISIN	TBD
Rating	TBD
Currency	USD
Price per Security	\$1,000 USD
Minimum Offering	\$100,000 USD
Maximum Offering	\$10,000,000,000 USD
Minimum Subscription	\$100,000 USD
Maximum Subscription	\$1,000,000,000 USD
Interest Coupon	7.5% Annually starting November 15, 2025 paid to Secured Bond Holders on a yearly basis
Redemption Process	Upon Maturity, Secured Bond Holders of record on October 15 th , 2029, will be notified of the redemption on November 15 th , 2029. In that notice, Secured Bond Holders will be informed that their Secured Bond will be redeemed at 100%.
Issue Date	November 15, 2024
Maturity Date	November 15, 2029
Security	Asset Backed By Government Bond and Real-estate, Agriculture, Factories and Renewable Energy.
Governing Law	The Secured Bond shall be governed by and construed in accordance with the substantive laws of Ontario, Canada. Any dispute or claim arising in relation to the debt shall be determined by Ontario courts
Paying Agent	The Issuer will act as its own Paying Agent

5.2 Subscription Procedure

How to subscribe and the Methods of payments accepted for the above securities:

- From the Company directly or through a designated Broker.
- Wire Transfer, Credit Card.

Funds received will be held on behalf of the Subscriber for a minimum two (2) day “cooling off” period during which time the Subscriber can cancel their subscription and receive a full refund without interest or deduction.

Subscriber Eligibility Restrictions According to Jurisdiction of Residence

Subscribers should note that dollar investment limitations have been imposed by the regulatory authorities in certain provinces in which the Offering will occur.

In **British Columbia**, there are no dollar limitations if this Offering Memorandum is provided to Subscribers.

In **Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia and New Brunswick** there are no dollar limitations on non-individual Subscribers.

Distribution

The Offering is being conducted in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, and Nova Scotia (the “Offering Jurisdictions”) pursuant to certain statutory exemptions from the prospectus requirements set out in Section 2.9 of National Instrument 45-106 – Prospectus Exemptions. The foregoing exemptions relieve the Issuer from provisions of the application securities laws of each of the Offering Jurisdictions which otherwise would require the Issuer to file and obtain a receipt for a prospectus.

Accordingly, prospective Subscribers for Securities will not receive the benefits associated with a subscription for securities issued pursuant to a filed prospectus, including the review of material by securities regulatory authorities.

The exemptions from the registration requirements contained in the applicable securities laws of each of the Offering Jurisdictions allow the Issuer to offer the Securities for sale directly to the Subscribers.

Each Subscriber is urged to consult with their own legal adviser as to the details of the statutory exemption being relied upon and the consequences of purchasing securities pursuant to such exemption.

At the discretion of the Issuer, subscriptions that comply with other available exemptions from prospectus requirements under applicable securities legislation may be accepted.

Conditions of Closing

The closing of the Offering is not subject to a minimum offering.

The Issuer reserves the right to accept or reject subscriptions in whole or in part at its discretion and to close the Offering at any time without notice. Any subscription funds for subscriptions that the Issuer does not accept will be returned promptly after the Issuer has determined not to accept the funds.

5.3 Transfer Agent & Registrar

INTEGRAL TRANSFER AGENCY INC. has been appointed Transfer Agent and Registrar for the shares in the stock of Quanta Global Capital Limited.

Contact our transfer agent: Integral Transfer Agency Inc., located at 401 Bay Street, Suite 2702, Toronto ON M5H 2Y4, Canada.

Phone: (416) 623-8028

FAX: (647) 794-3332

Item 6: Income Tax Consequences and RRSP Eligibility

You should consult your own professional advisers to obtain advice on the income tax consequences that apply to you.

Not all securities are eligible for investment in a registered retirement savings plan (RRSP). You should consult your own professional advisers to obtain advice on the RRSP eligibility of these securities.

Item 7: Compensation Paid to Sellers and Finders

No compensation will be paid to sellers and finders.

Item 8: Other Material Facts

No other material facts

Item 9: Risk Factors

The purchase of Bonds involves certain risks, which each prospective purchaser of Bonds should consider prior to deciding to purchase. Each prospective purchaser should carefully consider the following risk factors, as well as other risk factors which may be specified by the provisions of this Memorandum.

This Memorandum specifies forward-looking statements that involve risks and uncertainties. Our actual results may differ materially from the results contemplated by those forward-looking statements as a result of certain factors, including those specified in the following risk factors and elsewhere in this Memorandum. The order in which the following risk factors are presented is arbitrary, and prospective purchasers of the Bonds should not conclude, because of the order of presentation of the following risk factors, that one risk is more significant than the other factors.

The purchase of the Company's Bonds is subject to the provisions of certain representations, warranties, terms and conditions. Any investment in the Company's Bonds should be made only after a complete and thorough review of the provisions and the representations required thereby.

Information specified in this Memorandum contains "forward looking statements" which can be identified by the use of forward-looking terminology, such as "believes", "could", "possibly", "may", or "should" or other variations thereon or similar words. Those statements are subject to certain risks, uncertainties, and assumptions. No assurances can be given to the future results anticipated by those forward-looking statements will be achieved. The following matters constitute cautionary statements identifying important factors with respect to such forward-looking statements, including certain risks and uncertainties that could cause actual results to vary materially from the future results anticipated by those forward-looking statements. Among the significant factors that will affect or influence our results of operations are the effect of governmental regulations, fluctuation of our direct costs and the costs and effectiveness of our operating strategy. Other factors could also cause actual results to vary materially from the future results anticipated by such forward looking statements.

A PURCHASE OF THE COMPANY'S BONDS INVOLVES RISKS THAT MUST BE CONSIDERED CAREFULLY BY A PURCHASER. THOSE RISKS INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO THE FOLLOWING:

1. **Sufficiency of Proceeds; Need for Additional Capital.** The Company believes that the net proceeds of this Offering will satisfy the Company's initial cash requirements for the next several months; however, unexpected cost overruns, or other unforeseen developments, may increase cash requirements.
2. **NO MARKET FOR BONDS.** The purchase of the Bonds is appropriate for a purchaser who has no need for liquidity in the securities so purchased and who has adequate means of providing for the purchaser's current need and contingencies.
3. **RESTRICTED SECURITIES; NO REGISTRATION RIGHTS.** This Offering is being made in reliance upon the exemptions from registration provided by National Instrument 45-106 promulgated pursuant thereto. Reliance on this exemption does not, however, constitute a representation or guarantee that such exemption is indeed available.

If for any reason the Offering is decided to be a public Offering of the Bonds (and if no other exemption from registration is available) and the Offering is not registered with the applicable federal or state authorities, the sale of the Bonds would be deemed to have been made in violation of the applicable laws requiring registration of the Bonds and delivery of the prospectus. As a remedy in the event of such violation, each purchaser of the Bonds would have the right to rescind his or her purchase of the Bonds and to have his or her purchase price returned. If such a purchaser requests a return of his or her purchase price, funds might not be available for that purpose. In that event, the liquidation of our assets might be required. Any refunds made would reduce funds available for our working capital. A significant number of requests for rescission would probably cause us to be without funds sufficient to respond to such requests or successfully to proceed with our activities. The purchasers of the Bonds will not have the right to require the registration of their Bonds.

The offer and sale of the Bonds in the individual provinces in transactions which satisfy the requirements of National Instrument 45-106 are not required to be registered or qualified in the individual provinces because of the adoption of the National Standards.

4. **LIMITED INFORMATION.** The Company has provided no audited financial statements.
5. **ARBITRARY OFFERING PRICE.** The Offering price of the Bonds has been determined by the Company and bears no relationship to assets, book value, net worth, earnings, actual results of operations or any established investment criteria. Among the factors in determining the price were the Company's current financial condition, the degree of control, which the current shareholders desire to retain, and an evaluation process of the prospects for the Company's growth.

SECURED NATURE OF THE UN-SUBORDINATED REPURCHASE AGREEMENTS.

The incurrence of other debt is not limited, including senior debt or secured obligations. However, any and all such debt will not affect the payment of Principal including the interest to Holders of the Bonds.

CDIC and CIPF

The Bonds issued by the Company are not endorsed or approved by or issued by any agency of the federal or provincial governments. No insurance policies or other assets held are insured by the CDIC.

BUSINESS RISKS

1. **THE PROCEEDS OF THE BONDS.** The proceeds of the Bonds have been allocated to several possible uses as discussed elsewhere in this document. The Company expects to continue evaluating marketing and sales options and to invest available proceeds in those alternatives that offer the greatest profit enhancing potential. Accordingly, investors will entrust

their funds with the Company in whose judgment investors must depend, with only limited information about operating and marketing costs.

2. **NO COMMITMENT TO PURCHASE BONDS.** To date, there has not been a commitment to purchase the Bonds in the Offering. Consequently, the Company cannot give any assurances that all or any part of the Bonds will be sold.

Item 10: Reporting Obligations

The Issuer is a private company and is not subject to continuous reporting and disclosure obligations which the securities legislation in Canada would require of a “reporting issuer”. Accordingly, there is no requirement that the Issuer make disclosure of its affairs, including, without limitation, the notification of material changes by way of press releases and formal filings.

Item 11: Resale Restrictions

For trades in Alberta, British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Prince Edward Island, Québec and Saskatchewan, the following applies:

- These securities will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

Manitoba Resale Restrictions

- Unless permitted under securities legislation, you must not trade the securities without the prior written consent of the regulator in Manitoba unless
 - a) Quanta Global Capital Limited has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus, or
 - b) you have held the securities for at least 12 months.
- The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

The foregoing is not intended to be exhaustive, and all Subscribers under this Offering should consult with their own professional advisers to determine the resale restrictions, availability of further

exemptions or the possibility of obtaining a discretionary order with respect to the Securities offered hereunder.

Item 12: Purchasers' Rights

If you purchase these securities, you will have certain rights, some of which are described below. For information about your rights, you should consult a lawyer.

The securities laws in your jurisdiction may provide you with the right, in certain circumstances, to seek damages or to cancel your agreement to buy Bonds. Most often, these rights are available if the Issuer makes a misrepresentation in this Offering Memorandum or any amendment thereto, but in some jurisdictions, you may have these rights in other circumstances including if the Issuer fails to deliver the Offering Memorandum to you within the required time, or if the Issuer makes a misrepresentation in any advertisements or literature regarding the Bond.

Generally, a “misrepresentation” means an untrue statement about a material fact, or the failure to disclose a material fact, that is required to be stated, or that is necessary to make a statement not misleading considering the circumstances in which it was made. The meaning of misrepresentation may differ slightly depending on the law in your jurisdiction. In most jurisdictions, there are defenses available to the persons or companies that you may have a right to sue. In many jurisdictions, the person or Issuer that you sue will not be liable if you knew, or ought to have known, of the misrepresentation when you purchased the Bond.

The following summaries are subject to any express provisions of the legislation of each selling jurisdiction and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions.

The rights of action described herein are in addition to and without derogation from any other right or remedy that a purchaser may have at law.

- 1) Two Day Cancellation Right - You can cancel your agreement to purchase these securities. To do so, you must send a notice to us by midnight on the 2nd business day after you sign the agreement to buy the securities.
- 2) Contractual Rights of Action in the Event of a Misrepresentation

The applicable securities legislation in certain jurisdictions of Canada provides purchasers, or requires purchasers be provided, with remedies for rescission (meaning a right to cancel the agreement to purchase Bonds) or damages if this Offering Memorandum or any amendment to it contains a misrepresentation. However, these remedies must be exercised within the time limits prescribed. Subscribers should refer to the applicable legislative provisions of their province or territory for the complete text of these rights and/or consult with a legal advisor.

In **British Columbia, Alberta, Manitoba and Nova Scotia** if there is a misrepresentation in this Offering Memorandum, a Subscriber has a statutory right to sue:

- a) the Issuer to cancel an agreement to buy the Securities; or
- b) for damages against the Issuer, every person who was a director of the Issuer at the date of this Offering Memorandum and every other person who signed this Offering Memorandum.

In **Ontario and New Brunswick** if there is a misrepresentation in this Offering Memorandum, a purchaser has a statutory right to sue.

- a) the Issuer to cancel an agreement to buy the Securities; or
- b) for damages against the Issuer.

In **Saskatchewan** if there is a misrepresentation in this Offering Memorandum, a purchaser has a statutory right to sue:

- a) the Issuer to cancel an agreement to buy the Securities; or
- b) for damages against:
 - i. the Issuer and every promoter or director of the Issuer at the time this Offering Memorandum or the amendment to this Offering Memorandum was sent or delivered;
 - ii. every person or company whose consent has been filed respecting the Offering, but only with respect to reports, opinions or statements that have been made by them;
 - iii. every person who or company that, in addition to the persons or companies mentioned in clauses (i) and (ii), signed this Offering Memorandum or an amendment to this Offering Memorandum; and
 - iv. every person who or company that sells securities on behalf of the Issuer under this Offering Memorandum or an amendment to this Offering Memorandum.

If you intend to rely on the rights described above, you must do so within strict time limitations.

Rescission

In all you must commence your action to cancel the agreement within 180 days from the day of the transaction that gave rise to the cause of action.

If you elect to exercise your right of rescission, you will not have the right of action for damages.

Damages

In **Ontario, British Columbia and Alberta**, you must commence your action for damages within the earlier of 180 days after learning of the misrepresentation and 3 years from the day of the transaction that gave rise to the cause of action.

In **Saskatchewan and New Brunswick**, you must commence your action for damages within the earlier of one year after learning of the misrepresentation and 6 years from the day of the transaction that gave rise to the cause of action.

In **Manitoba**, you must commence your action for damages within the earlier of 180 days after learning of the misrepresentation and 2 years from the day of the transaction that gave rise to the cause of action.

In **Nova Scotia** you must commence your action for damages no later than 120 days after the date on which payment was made for the securities or after the date on which the initial payment for the securities was made.

In the case of an action for damages, the Issuer will not be liable for all or any part of the damages that it proves does not represent the depreciation in value of the securities resulting from the misrepresentation and in no case will the amount of damages exceed the price at which the Securities were issued to you under this Offering Memorandum.

THE FOREGOING IS A SUMMARY ONLY AND SUBJECT TO INTERPRETATION.
REFERENCE SHOULD BE MADE TO THE APPLICABLE SECURITIES LEGISLATION, THE REGULATIONS AND THE RULES FOR THE COMPLETE TEXT OF THE PROVISIONS UNDER WHICH THE FOREGOING RIGHTS ARE CONFERRED.

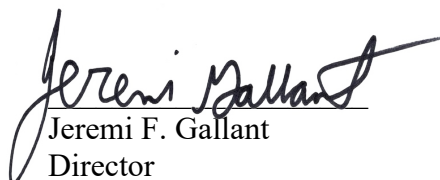
Item 13: Financial Statements

No financial statements available at this time

Item 14: Date and Certificate

This offering memorandum does not contain a misrepresentation.

Dated November 6th, 2024


Jeremi F. Gallant
Director