

SHARE EXCHANGE AGREEMENT

Among

CLOVER LEAF CAPITAL CORP.

and

NORTH SHORE ENERGY METALS LTD.

and

**THE UNDERSIGNED SHAREHOLDERS OF NORTH SHORE
ENERGY METALS LTD.**

Made as of the 19th day of December, 2022

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT made as of the 19th day of December, 2022.
AMONG:

CLOVER LEAF CAPITAL CORP., a company existing under the
British Columbia *Business Corporations Act*

(“**Clover Leaf**”)

AND:

NORTH SHORE ENERGY METALS LTD., a company existing under
the British Columbia *Business Corporations Act*

(“**North Shore**”)

AND:

THE UNDERSIGNED SHAREHOLDERS OF NORTH SHORE, whose
names and addresses are set out in the attached Schedule “A”
(individually, a “**Vendor**” and collectively, the “**Vendors**”)

WHEREAS:

- A. the Vendors are the registered and/or the beneficial owners of the common shares of North Shore set out in Schedule “A”, which are all of the issued and outstanding securities of North Shore as at the date of this Agreement;
- B. Clover Leaf is a “capital pool company” within the meaning of Policy 2.4 *Capital Pool Companies* (“**Policy 2.4**”) of the TSXV Corporate Finance Manual, and its common shares are listed and posted for trading on the TSXV (as hereinafter defined);
- C. the Vendors wish to sell to Clover Leaf, and Clover Leaf wishes to purchase from the Vendors, the North Shore Common Shares (as hereinafter defined) including, for greater certainty, those North Shore Common Shares issued or issuable upon due exchange of the Subscription Receipts sold in the Concurrent Financing (as such terms are hereinafter defined) on the terms and subject to the conditions set out in this Agreement, which acquisition will constitute Clover Leaf’s “qualifying transaction” within the meaning of Policy 2.4;
- D. North Shore shall complete the Concurrent Financing before the Closing Time; and
- E. the completion of the transactions contemplated by this Agreement shall result in the reverse takeover of Clover Leaf by North Shore.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant and agree as follows:

ARTICLE 1

DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized have the meanings ascribed to them below:

- (a) “**1933 Act**” means the United States *Securities Act of 1933*;
- (b) “**1940 Act**” means the United States *Investment Company Act of 1940*;
- (c) “**affiliate**” has the meaning ascribed to such term in Section 1(1) of the BCBCA;
- (d) “**Agreement**” means this share exchange agreement, together with the Schedules attached hereto, as amended, restated or supplemented from time to time;
- (e) “**Applicable Canadian Securities Laws**” means collectively, and as the context may require, the securities legislation of each of the provinces and territories of Canada, and the rules, regulations and policies published and/or promulgated thereunder;
- (f) “**BCBCA**” means the British Columbia *Business Corporations Act*;
- (g) “**Business Day**” means a day, other than a Saturday or Sunday, on which the principal commercial banks located in the City of Vancouver, British Columbia are open for business;
- (h) “**Closing**” means the completion of the Share Exchange contemplated under this Agreement;
- (i) “**Closing Date**” means the date of Closing, which shall be the fifth Business Day following the satisfaction or waiver of all of the conditions to the obligations of the Parties to consummate the Share Exchange (other than conditions that are satisfied with respect to actions the respective Parties with take at the Closing) or such other date as agreed to by Clover Leaf and North Shore;
- (j) “**Closing Time**” means 10:00 a.m. (Vancouver time) on the Closing Date or such other time on such date as Clover Leaf and North Shore may agree as the time at which the Closing shall take place;
- (k) “**Concurrent Financing**” means a private placement to be completed by North Shore prior to the Closing Time of a minimum of 16,666,667 Subscription Receipts at a price of \$0.30 per Subscription Receipt for aggregate gross proceeds of a minimum of \$5,000,000, or such other amount as agreed to by North Shore and Clover Leaf;
- (l) “**Clover Leaf**” means Clover Leaf Capital Corp., a company existing under the BCBCA;
- (m) “**Clover Leaf Board**” means the board of directors of Clover Leaf;
- (n) “**Clover Leaf Common Shares**” means the common shares in the capital of Clover Leaf as presently constituted;
- (o) “**Clover Leaf Financial Statements**” has the meaning ascribed thereto in Section 3.3(1);
- (p) “**Clover Leaf Public Documents**” means the public documents filed by Clover Leaf since December 29, 2021 and available on SEDAR under Clover Leaf’s SEDAR profile;
- (q) “**Clover Leaf Consideration Shares**” means the Clover Leaf Common Shares being issued to the Vendors pursuant to the Share Exchange;
- (r) “**Contract**” means any written or oral mortgage, indenture, non-governmental permit or licence,

franchise, lease or contract, agreement, commitment or arrangement by which a Party is bound or under which the Party has, or shall have, any rights or obligations;

- (s) **“Directed Selling Efforts”** means directed selling efforts as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Agreement, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Clover Leaf Common Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the Clover Leaf Common Shares;
- (t) **“Disclosed Beneficial Owner”** means, in respect of any Vendor, any disclosed beneficial owner of the North Shore Common Shares who is identified by name in Schedule “A”;
- (u) **“Encumbrance”** means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, licence, instrument, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;
- (v) **“Environmental Approvals”** means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Laws;
- (w) **“Environmental Laws”** means all applicable Laws, including applicable common law, relating to the protection of the environment and employee and public health and safety, and includes Environmental Approvals;
- (x) **“Falcon Option Agreement”** means an option agreement dated April 14, 2022 made among North Shore, Brian Fowler and Big Boss Capital Limited pursuant to which an option was granted to North Shore for the acquisition of a 100% undivided interest in the Falcon Property;
- (y) **“Falcon Property”** means the prospective uranium exploration property consisting of four mineral claims covering 12,791 hectares near the southeastern edge of the Athabasca Basin as described in Schedule “B”;
- (z) **“Filing Statement”** has the meaning ascribed thereto in Section 4.4(d);
- (aa) **“Governmental Entity”** means any applicable:
 - (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign;
 - (ii) subdivision, agent, commission, board or authority of any of the foregoing;
 - (iii) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or
 - (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including the TSXV or any stock or other securities exchange or professional association;
- (bb) **“IFRS”** means International Financial Reporting Standards, as adopted by the International

Accounting Standards Board, as amended from time to time;

- (cc) **“Insiders”** has the meaning given to such term in Policy 1.1 – *Interpretation* of the TSXV Corporate Finance Manual;
- (dd) **“International Jurisdiction”** means a country other than Canada or the United States;
- (ee) **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, and the term “applicable” with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity (or any other person) having jurisdiction over the aforesaid person or persons or its or their business, undertaking, property or securities;
- (ff) **“Material Adverse Change”** means, in respect of a Party, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect on the Party and its Subsidiaries, on a consolidated basis;
- (gg) **“Material Adverse Effect”** means, in respect of a Party, any change, effect, event, occurrence or state of facts that, individually or in the aggregate, with other such changes, effects, events, occurrences or states of facts, is or would reasonably be expected to be material and adverse to the assets, liabilities, business, properties, operations, results of operations or condition (financial or otherwise) of the Party and its Subsidiaries (on a consolidated basis), except any change, effect, event, occurrence or state of facts resulting from or relating to:
 - (i) the announcement of the execution of this Agreement or the transactions contemplated hereby or the performance of any obligation hereunder or communication by the applicable Party of its plans or intentions with respect to the other Party, including, with respect to North Shore, any of its Subsidiaries;
 - (ii) changes in the United States and Canadian economies in general or the United States and Canadian capital or currency markets in general;
 - (iii) the threat, commencement, occurrence or continuation of any war, armed hostilities, acts of environmental groups, civil strife, or acts of terrorism;
 - (iv) any change in applicable Laws or in the interpretation thereof by any Governmental Entity;
 - (v) any change in IFRS;
 - (vi) any natural disaster, epidemic, or pandemic, including the COVID-19 pandemic or any worsening thereof;
 - (vii) any change relating to foreign currency exchange rates;
 - (viii) any change in the price of uranium; or
 - (ix) any changes affecting the mining industry generally;

provided that, in the case of any changes referred to in clauses (ii) to (ix) above, such changes do not have a materially disproportionate effect on the Party relative to comparable mineral

exploration companies;

- (hh) **“Material Contracts”** means all Contracts or other obligations or rights (and all amendments, modifications and supplements thereto and all side letters to which North Shore or Clover Leaf, as the case may be, is a party affecting the obligations of any party thereunder) to which North Shore or Clover Leaf, as the case may be, is a party or by which any of their respective properties or assets are bound that are material to the business, properties or assets of North Shore or Clover Leaf, as the case may be, taken as a whole, including to the extent any of the following are material to the business, properties or assets of North Shore or Clover Leaf, as the case may be, taken as a whole, all:
- (i) employment, severance, personal services, consulting, non-competition or indemnification contracts (including any Contract to which North Shore or Clover Leaf, as the case may be, is a party involving employees);
 - (ii) Contracts granting a right of first refusal or first negotiation;
 - (iii) partnership or joint venture agreements;
 - (iv) Contracts for the acquisition, sale or lease of material properties or assets of North Shore or Clover Leaf, as the case may be (by purchase or sale of assets or stock or otherwise);
 - (v) Contracts with any Governmental Entity;
 - (vi) loan or credit agreements, mortgages, indentures or other Contracts or instruments evidencing indebtedness for borrowed money by North Shore or Clover Leaf, as the case may be, or any such agreement pursuant to which indebtedness for borrowed money may be incurred;
 - (vii) Contracts that purport to limit, curtail or restrict the ability of North Shore or Clover Leaf, as the case may be, to engage in any line of business activities or to acquire property (including, but not limited to, any real property or mineral tenures) in any geographic area;
 - (viii) commitments and agreements to enter into any of the foregoing; and
 - (ix) all Contracts that provide for annual payments to or from North Shore or Clover Leaf, as the case may be, in excess of \$50,000 per annum;

and, for greater certainty, includes the Material Contracts of North Shore and Clover Leaf, as applicable, as set out in Schedule “C”;

- (ii) **“New North Shore Securityholder”** has the meaning ascribed thereto in Section 1.13;
- (jj) **“North Shore”** means North Shore Energy Metals Ltd., a company existing under the BCBCA;
- (kk) **“North Shore Board”** means the board of directors of North Shore;
- (ll) **“North Shore Common Shares”** means the common shares in the capital of North Shore, as presently constituted;
- (mm) **“North Shore Financial Statements”** has the meaning ascribed thereto in Section 3.2(k);
- (nn) **“North Shore Securityholder Joinder Agreement”** means the agreement to be entered among Clover Leaf, North Shore and each New North Shore Securityholder on or before the Closing Time, substantially in the form attached hereto as Schedule “D”, which agreement will be entered into by

each New North Shore Securityholder concurrently with the acquisition of Subscription Receipts in the Concurrent Financing;

- (oo) “**Outside Date**” means the latest date by which the transactions contemplated by this Agreement are to be completed, which date shall be April 30, 2023 or such later date as Clover Leaf and North Shore may mutually agree;
- (pp) “**Party**” means, as the context requires, either Clover Leaf, North Shore or the Vendors and “**Parties**” means all of them;
- (qq) “**person**” includes any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;
- (rr) “**Policy 2.4**” has the meaning ascribed thereto in Recital B hereto;
- (ss) “**Properties**” means, together, the Falcon Property and the West Bear Property;
- (tt) “**Regulation D**” means Regulation D promulgated under the 1933 Act;
- (uu) “**Regulation S**” means Regulation S promulgated under the 1933 Act;
- (vv) “**Securities Authorities**” means domestic and foreign securities commissions and/or other securities regulatory authorities, including the securities commissions and regulatory authorities in the provinces and territories of Canada;
- (ww) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval;
- (xx) “**Share Exchange**” means the share exchange between Clover Leaf and the Vendors pursuant to the terms and subject to the conditions set forth in this Agreement, subject to any amendment thereto in accordance herewith;
- (yy) “**Subscription Receipts**” means subscription receipts of North Shore to be issued pursuant to the Concurrent Financing where each subscription receipt shall be convertible into one (1) North Shore Common Share upon satisfaction of certain escrow release conditions;
- (zz) “**Subscription Receipt Subscriber**” means a subscriber under the Concurrent Financing;
- (aaa) “**Subsidiary**” has the meaning ascribed thereto in Section 2(2) of the BCBCA;
- (bbb) “**Substantial U.S. Market Interest**” means substantial U.S. market interest as that term is defined in Regulation S;
- (ccc) “**Tax**” and “**Taxes**” means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan contributions, excise, severance, social security, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports,

assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

- (ddd) **“Tax Act”** means the Canada *Income Tax Act*;
- (eee) **“Tax Returns”** means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any taxing authority or required to be made, prepared or filed with any taxing authority relating to Taxes;
- (fff) **“TSXV”** means the TSX Venture Exchange;
- (ggg) **“United States”** or **“U.S.”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (hhh) **“U.S. Accredited Investor”** means an “accredited investor” as defined in Rule 501(a) of Regulation D;
- (iii) **“U.S. Person”** means a “U.S. person” as that term is defined in Regulation S;
- (jjj) **“Vendors”** has the meaning ascribed thereto on the first page of this Agreement;
- (kkk) **“Vendors' Representative”** has the meaning ascribed thereto in Section 2.8(a);
- (lll) **“West Bear Option Agreement”** means an option agreement dated April 18, 2022 made between North Shore and Gem Oil Inc. pursuant to which a first option was granted to North Shore for the acquisition of a 75% undivided interest in the West Bear Property. On exercise of the first option for a 75% undivided interest in the West Bear Property, North Shore has the exclusive and irrevocable right and option to elect, at its sole discretion, to acquire from Gem Oil Inc. an additional 25% undivided interest in and to the West Bear Property, for a total 100% undivided total interest in and to the West Bear Property; and
- (mmm) **“West Bear Property”** means the prospective uranium exploration property consisting of five mineral claims covering 4,511 hectares at the eastern margin of the Athabasca Basin as described in Schedule “B”.

In addition, words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Agreement and the Schedules attached hereto and not to any particular Article, Section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

1.3 Section References

All references in this Agreement to a designated Article, Section, paragraph, clause or other subdivision, or to a Schedule, is to the designated Article, Section, Paragraph, clause or other subdivision of or Schedule to this Agreement unless otherwise specifically stated.

1.4 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

1.5 Date for any Action

If the date on which any action is required to be taken hereunder by any party hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Statutory References

Any reference in this Agreement to a statute includes all regulations made thereunder, all amendments, consolidations and re-enactments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.7 Document References

All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all Schedules and exhibits attached thereto.

1.8 Currency

Unless otherwise stated, all references in this Agreement to dollar amounts are expressed in Canadian currency.

1.9 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Laws, the Parties waive any provision of Law that renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The Parties shall engage in good faith negotiations to replace any provision hereof or any part thereof that is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof that it replaces.

1.10 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement have the meanings attributable thereto hereunder, and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with IFRS.

1.11 Knowledge

Where the phrases “to the knowledge of Clover Leaf” or “to the knowledge of North Shore” are used in respect of Clover Leaf or North Shore, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon:

- (a) in the case of Clover Leaf, the actual knowledge of Tsend Tseren, the Chief Executive Officer, and

Dan O'Brien, the Chief Financial Officer, of Clover Leaf after due inquiry and investigation; and

- (b) in the case of North Shore, the actual knowledge of Brooke Clements, the President, and Andrew Stewart, Director of North Shore after due inquiry and investigation.

1.12 Meaning of Certain Phrases

In this Agreement the phrase "in the ordinary and regular course of business" shall mean and refer to those activities that are normally conducted by corporations engaged in the exploration of minerals, the word "or" is not exclusive and the words "include", "includes" or "including" shall not be considered to set forth an exhaustive list (whether or not non-limited language, such as "without limitation" or "but not limited to" or words of similar import is used with reference to such terms).

1.13 Subsequent Vendors

Each Subscription Receipt Subscriber and each person who acquires North Shore Common Shares after the date of this Agreement (each, a "New North Shore Securityholder") shall become a party to this Agreement by executing the North Shore Securityholder Joinder Agreement substantially in the form attached hereto as Schedule "D" as set out in Section 4.1(e), and upon such execution such New North Shore Securityholder shall be deemed to be a Vendor and shall be entitled to all the rights and subject to all the duties of a Vendor hereunder as if such holder had been an original signatory to this Agreement. By executing the North Shore Securityholder Joinder Agreement, each New North Shore Securityholder shall for all purposes be a selling securityholder and such securityholders will agree to sell, assign and transfer to Clover Leaf the North Shore Common Shares underlying the Subscription Receipts and/or the North Shore Common Shares acquired after the date of this Agreement and Clover Leaf will covenant and agree to purchase such securities from the New North Shore Securityholder, all on terms set forth in the North Shore Securityholder Joinder Agreement.

1.14 Schedules

The following Schedules are attached to, and are deemed to be incorporated into and form part of, this Agreement:

| | | |
|--------------|---|--|
| Schedule "A" | – | Vendors |
| Schedule "B" | – | The Properties |
| Schedule "C" | – | Material Contracts |
| Schedule "D" | – | North Shore Securityholder Joinder Agreement |

ARTICLE 2 THE SHARE EXCHANGE

2.1 Terms of Share Exchange

The Parties hereby covenant and agree to implement the Share Exchange in accordance with the terms and subject to the conditions of this Agreement, as follows:

- (a) at the Closing Time, subject to the terms and conditions set out in this Agreement and in reliance on the representations, warranties and covenants set forth herein, each Vendor agrees to sell to Clover Leaf, and Clover Leaf agrees to purchase from each Vendor, the number of North Shore Common Shares which are by held the Vendor, including, for greater certainty, those North Shore Common Shares issued or issuable upon due exchange of the Subscription Receipts (as set out in Schedule "A" hereto or as set out in each Vendor's North Shore Securityholders Joinder Agreement), free and clear of all Encumbrances, by way of an exchange of shares;
- (b) the Share Exchange shall proceed on the basis of one (1) Clover Leaf Replacement Share being

allotted and issued to the Vendors at a deemed price of \$0.30 per Clover Leaf Replacement Share for every one (1) North Shore Common Share purchased by Clover Leaf; and

- (c) as a result of the foregoing, North Shore shall be a wholly-owned Subsidiary of Clover Leaf.

2.2 Share Exchange Procedure

Subject to the fulfillment of all the terms and conditions hereof and subject to Section 4.2(i), at the Closing each Vendor shall exchange its certificate(s) representing the North Shore Common Shares held by it by delivering such certificate(s) to Clover Leaf duly executed and endorsed in blank or accompanied by duly executed stock powers duly endorsed in blank, in each case in proper form for transfer with appropriate instructions to allow the transfer agent for the Clover Leaf Common Shares to issue certificates for the Clover Leaf Consideration Shares to the holder thereof, together with a duly completed and executed U.S. Accredited Investor certificate, if the Vendor or, if applicable, the Disclosed Beneficial Owner, is a U.S. Person or a person in the United States. If the Vendor is not the registered holder of the North Shore Common Shares, the Vendor shall cause the registered holder of the North Shore Common Shares to duly execute any transfer forms necessary to allow the transfer agent for the Clover Leaf Common Shares to issue certificates for Clover Leaf Consideration Shares in respect thereof.

2.3 Closing Date

The Share Exchange shall be completed on the Closing Date and shall be effective at the Closing Time.

2.4 Closing

Unless this Agreement is terminated pursuant to the provisions hereof, the Closing shall take place at 10:00 a.m. (Vancouver time) on the Closing Date at the offices of the lawyers for Clover Leaf, located at 800 West Pender Street, Suite 910, Vancouver, British Columbia or at such other time or location as agreed to by Clover Leaf and North Shore and each of them shall deliver to the other Party, as the case may be:

- (a) the documents required or contemplated to be delivered by it hereunder in order to complete, or necessary or reasonably requested by the other Party to be delivered by it in order to effect, the Share Exchange; provided that each such document required to be dated the Closing Date shall be dated as of, or become effective on, the Closing Date and shall be held in escrow to be released upon the Share Exchange becoming effective; and
- (b) written confirmation as to the satisfaction or waiver of all of the conditions in its favour contained in Article 5.

Notwithstanding the location of the Closing, each of Clover Leaf and North Shore agrees that the Closing may be completed by the exchange of agreements and other documents executed in counterpart via electronic transmission between their respective legal counsel accompanied by confirmations between the respective legal counsel for Clover Leaf and North Shore not to release same from escrow until the satisfaction of all Closing conditions and to deliver any required original documents after Closing.

2.5 Reliance on Prospectus and Registration Exemptions

The Vendors acknowledge and agree that the Clover Leaf Consideration Shares being issued pursuant to this Agreement are being issued pursuant to an exemption from the prospectus and registration requirements of Applicable Canadian Securities Laws. As a result, the Vendors shall not be entitled to certain protections, rights and remedies available under Applicable Canadian Securities Laws, including statutory rights of rescission or damages, and the Vendors shall not receive information that would otherwise be required to be provided to the Vendors pursuant to Applicable Canadian Securities Laws.

2.6 Resale Restrictions

- (a) The Parties acknowledge and agree that it is the intention of the Parties that the Clover Leaf Consideration Shares to be issued to the Vendors hereunder shall be issued pursuant to the “take-over bid and issuer bid” exemption set out in Section 2.16 of National Instrument 45-106 *Prospectus Exemptions*, such that, excepting any applicable escrow hold periods, there shall be no resale restrictions in Canada under Applicable Canadian Securities Laws. Notwithstanding the foregoing, the Vendors acknowledge and agree that, to the extent that the Clover Leaf Consideration Shares are subject to resale restrictions under Applicable Canadian Securities Laws, then the terms of such resale restrictions shall be endorsed on the certificates representing such Clover Leaf Consideration Shares as a printed legend, and the Clover Leaf Consideration Shares may not be sold, transferred or otherwise disposed except in accordance with exemption from, or in a transaction not subject to, the prospectus and registration requirements of Applicable Canadian Securities Laws and in each case only in accordance with all Applicable Canadian Securities Laws. The Vendors agree to comply with such resale restrictions.
- (b) Each Vendor acknowledges and agrees that the Clover Leaf Consideration Shares to be issued to the Vendors pursuant to the Share Exchange may be subject to escrow or seed share resale restriction provisions under the rules of the TSXV.
- (c) Each Vendor acknowledges and agrees that it is knowledgeable of, or has been independently advised as to, the applicable Laws of the jurisdiction(s) which apply to the sale of the North Shore Common Shares and the issuance of the Clover Leaf Consideration Shares, and which may impose restrictions on the resale of such Clover Leaf Consideration Shares in that jurisdiction and it is the responsibility of the Vendor to find out what those resale restrictions are, and to comply with the resale restrictions before selling the Clover Leaf Consideration Shares.

2.7 Treatment of Restricted Securities under the U.S. Securities Act

The Parties acknowledge and agree that the Clover Leaf Consideration Shares issued to the Vendors resident in or subject to the laws of the United States in connection with the Share Exchange shall be “restricted securities” within the meaning of Rule 144 under the 1933 Act and each certificate representing the Clover Leaf Consideration Shares issued to holders resident in or subject to the laws of the United States shall bear a legend in substantially the form that follows:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY STATE SECURITIES LAWS, AND MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY TO (A) [NAME OF RESULTING ISSUER] (THE “COMPANY”) (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR (D) PURSUANT TO ANOTHER EXEMPTION OR EXCLUSION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT THE HOLDER HAS, PRIOR TO SUCH SALE UNDER (C) OR (D), FURNISHED TO THE COMPANY A LEGAL OPINION, REASONABLY SATISFACTORY TO THE COMPANY, TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF

TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

2.8 Vendors' Representative

- (a) Each Vendor, constitutes and appoints Andrew Stewart and failing him Brooke Clements as its representative (the “**Vendors' Representative**”) and its true and lawful attorney in fact, with full power and authority in its name on its behalf:
- (i) to act on such Vendor's behalf in the absolute discretion of the Vendors' Representative with respect to all matters relating to this Agreement and the transactions contemplated hereby, including the execution and delivery of (A) any amendment, supplement, or modification of this Agreement; (B) any waiver of any claim or right arising out of this Agreement; and (C) stock powers of attorney authorizing the transfer to Clover Leaf of the North Shore Common Shares held by such Vendor; and
 - (ii) in general, to do all things and to perform all acts as such Vendor might or could do in person, including executing and delivering all agreements, certificates, receipts, instructions, and other instruments contemplated by or deemed advisable to effectuate the provisions in this Section 2.8.
- (b) The power of attorney granted herein:
- (i) is a power coupled with an interest;
 - (ii) is in consideration of the mutual covenants made in this Agreement;
 - (iii) is irrevocable;
 - (iv) extends to, and is binding on and enforceable against the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of each Vendor; and
 - (v) shall not be terminated by any act of any Vendor or by operation of law, whether by the death or incapacity of any Vendor or by occurrence of any other event.

Each Vendor hereby consents to the taking of any and all actions and the making of any decisions required and permitted to be taken or made by the Vendors' Representative pursuant to this Section 2.8. Each Vendor, agrees to be bound by any representations or actions so made or taken by the Vendors' Representative and agrees to abide by any such restrictions as may be so imposed by the Vendors' Representative pursuant to the power of attorney contained herein, and hereby waives any and all defences which may be available to contest, negate or disaffirm any action of the Vendors' Representative taken in good faith under such power of attorney.

- (c) Each Vendor agrees that the Vendors' Representative shall have no obligation or liability to any person for any action taken or omitted by the Vendors' Representative in good faith, and each Vendor shall indemnify and hold harmless the Vendors' Representative from, and shall pay to the Vendors' Representative the amount of, or reimburse the Vendors' Representative for, any loss that the Vendors' Representative may suffer, sustain, or become subject to as a result of any such action or omission by the Vendors' Representative under this Agreement.
- (d) Clover Leaf and North Shore shall be entitled to rely upon any documents or other paper delivered by the Vendors' Representative as being authorized by the Vendors, and Clover Leaf and North Shore shall not be liable to any of such Vendors for any action taken or omitted to be taken by Clover Leaf and North Shore based on such reliance.
- (e) In accordance with the *Power of Attorney Act* (British Columbia) and any other similar applicable

legislation of any other jurisdiction governing a power of attorney, each Vendor declares that the power of attorney granted to the Vendors' Representative herein may be exercised during any legal incapacity, mental incapacity or infirmity, or mental incompetence on the part of such Vendor. The power of attorney granted by each Vendor herein shall not be terminated by the execution or granting of any further powers of attorney by a Vendor, and each Vendor covenants and agrees not to take any action in the future which shall result in the termination of the power of attorney granted by each Vendor herein, until the Closing or the termination of this Agreement in accordance with Section 6.2.

- (f) Until all obligations under this Agreement shall have been discharged, the Vendors who, immediately prior to the Closing, are entitled in the aggregate to receive more than 50% of the Clover Leaf Consideration Shares, may, from time to time upon notice to Clover Leaf and North Shore, appoint a new Vendors' Representative upon the resignation of the Vendors' Representative. If, after the resignation of the Vendors' Representative, a successor Vendors' Representative shall not have been appointed by the Vendors within 15 Business Days after a request by Clover Leaf and North Shore, Clover Leaf and North Shore may appoint a Vendors' Representative from among the Vendors to fill any vacancy so created by notice of such appointment to the Vendors.

2.9 Application of the Tax Act

The Parties acknowledge and agree that the transactions contemplated herein are not intended to give rise to any income tax liability whatsoever, and it is their intention that the Share Exchange shall be effected pursuant to the provisions of Section 85.1 of the Tax Act, unless that provision is inapplicable in respect of any particular Vendor, in which case the non-application of Section 85.1 to a particular Vendor is not intended to alter the application of this provision to any other Vendor.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Vendors

Each Vendor hereby represents and warrants to Clover Leaf and North Shore, and hereby acknowledges that Clover Leaf and North Shore are relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Share Exchange, as follows:

- (a) Capacity. If the Vendor is an individual, the Vendor has the capacity to own the North Shore Common Shares owned by the Vendor, to enter into this Agreement and all other agreements and instruments to be executed by the Vendor and to perform the Vendor's obligations hereunder and thereunder. If the Vendor is not an individual, the Vendor has the corporate power, authority and capacity to own or hold the Vendor's North Shore Common Shares and to execute and deliver this Agreement and all other agreements and instruments to be executed by the Vendor as contemplated herein and to perform the Vendor's obligations hereunder and thereunder.
- (b) Corporate Authorization. If the Vendor is not an individual, the execution and delivery of this Agreement and all other agreements and instruments to be executed and delivered hereunder have been duly authorized by all necessary corporate action on the part of such Vendor.
- (c) Binding and Enforceable Agreement. This Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity.
- (d) Bankruptcy, Insolvency and Reorganization. The Vendor is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada), and the Vendor has not made (i) an assignment in favour of its creditors; (ii) a proposal in bankruptcy to its creditors or any class

thereof; or (iii) had any petition for a receiving order presented in respect of it. If the Vendor is not an individual, the Vendor has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver has been appointed in respect of the Vendor or any of its property or assets and no execution or distress has been levied upon any of its property or assets.

(e) Residency and Securities Laws.

- (i) The Vendor and, if applicable, the Disclosed Beneficial Owner is resident in the jurisdiction indicated beside such person's name in Schedule "A" and, except as set out in Schedule "A", is not a non-resident person within the meaning of Section 116 of the Tax Act.
- (ii) Unless the Vendor and, if applicable, the Disclosed Beneficial Owner, is a U.S. Person or a person in the United States or is acting for the account or benefit of a U.S. Person or a person in the United States, in which case each of the Vendor and, if applicable, the Disclosed Beneficial Owner is a U.S. Accredited Investor and has properly completed, executed and delivered to Clover Leaf and North Shore a U.S. Accredited Investor certificate, in form and substance satisfactory to Clover Leaf and North Shore:
 - (A) the Vendor and, if applicable, the Disclosed Beneficial Owner is not a U.S. Person or a person in the United States and is not acting for the account or benefit of a U.S. Person or a person in the United States;
 - (B) the offer to acquire the Clover Leaf Consideration Shares was not made to the Vendor and, if applicable, the Disclosed Beneficial Owner in the United States, and at the time this Agreement was executed and delivered to Clover Leaf and North Shore, the Vendor and, if applicable, the Disclosed Beneficial Owner (or their authorized signatory, if an entity) were outside the United States;
 - (C) the current structure of this transaction and all transactions and activities contemplated hereunder are not a scheme to avoid the registration requirements of the 1933 Act;
 - (D) the Vendor and, if applicable, the Disclosed Beneficial Owner is acquiring the Clover Leaf Consideration Shares as principal for investment purposes only and not with a view to, or for, resale, distribution or other disposition, in whole or in part, and, in particular, it has no intention to distribute either directly or indirectly any of the Clover Leaf Consideration Shares in the United States or to U.S. Persons except pursuant to registration under the 1933 Act and the securities laws of all applicable states or available exemptions therefrom; and
 - (E) the Vendor and, if applicable, the Disclosed Beneficial Owner has not acquired the Clover Leaf Consideration Shares as a result of any form of general solicitation or general advertising, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, broadcast over radio or television, or published or broadcast via electronic display, including the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (iii) If the Vendor is a U.S. Person or a person in the United States or is acting for the account or benefit of a U.S. Person or a person in the United States:
 - (A) the Vendor and, if applicable, the Disclosed Beneficial Owner is acquiring the Clover Leaf Consideration Shares as principal for investment purposes only and not

with a view to, or for, resale, distribution or other disposition, in whole or in part, and, in particular, it has no intention to distribute either directly or indirectly any of the Clover Leaf Consideration Shares in the United States or to U.S. Persons except pursuant to registration under the 1933 Act and the securities laws of all applicable states or available exemptions therefrom; and

- (B) the Vendor and, if applicable, the Disclosed Beneficial Owner has not acquired the Clover Leaf Consideration Shares as a result of any form of general solicitation or general advertising, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, broadcast over radio or television, or published or broadcast via electronic display, including the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising; and
- (iv) If a resident in an International Jurisdiction, the Vendor and, if applicable, the Disclosed Beneficial Owner:
- (A) is knowledgeable of, or has been independently advised as to the securities Laws of the Securities Authorities having application in the jurisdiction in which the Vendor is resident which would apply to the acquisition of the Clover Leaf Consideration Shares;
 - (B) is acquiring the Clover Leaf Consideration Shares pursuant to exemptions from the prospectus and registration requirements under the applicable securities Laws of the Securities Authorities in the International Jurisdiction or, if such is not applicable, the Vendor is permitted to acquire the Clover Leaf Consideration Shares under the applicable securities Laws of the Securities Authorities in the International Jurisdiction without the need to rely on any exemption; and
 - (C) confirms that the applicable securities Laws of the Securities Authorities in the International Jurisdiction do not require Clover Leaf to make any filings or seek any approvals of any nature whatsoever from any Governmental Entity, including any Securities Authority, of any kind whatsoever in the International Jurisdiction in connection with the acquisition of the Clover Leaf Consideration Shares acquired by the Vendor hereunder.
- (f) Title to Shares. The Vendor is the sole registered holder of the number of North Shore Common Shares set out opposite the Vendor's name in Schedule "A" or in the North Shore Joinder Agreement executed by the Vendor (after giving effect to the exchange of the Subscription Receipts purchased by the Vendor in the Concurrent Financing, as applicable);
- (g) Encumbrances. The North Shore Common Shares held by the Vendor are free and clear of all Encumbrances.
- (h) No Agreements. No person has any agreement or option or a right capable of becoming an agreement for the assignment, purchase or other transfer of the North Shore Common Shares owned by the Vendor.
- (i) No Violation. The performance of this Agreement shall not violate any applicable Laws or any agreement or other instrument to which the Vendor is a party.
- (j) Acquiring as Principal. The Vendor is either:
- (i) acquiring the Clover Leaf Consideration Shares as principal for its own account and not for the benefit of any other person, or is deemed under the applicable securities Laws to be

acquiring the Clover Leaf Consideration Shares as principal, and is acquiring the Clover Leaf Consideration Shares for investment purposes only and not with a view to the resale or distribution of all or any of the Clover Leaf Consideration Shares; or

- (ii) acquiring the Clover Leaf Consideration Shares as agent for a principal, who the Vendor has disclosed in Schedule "A" as the Disclosed Beneficial Owner, and the Vendor is duly authorized to enter into this Agreement and to execute and deliver all documentation in connection with the purchase on behalf of the Disclosed Beneficial Owner, who is acquiring as principal for its own account and not for the benefit of any other person and for investment purposes only and not with a view to the resale or distribution of all or any of the Clover Leaf Consideration Shares, and the Vendor in its capacity as agent is acting in compliance with all the applicable securities Laws and the Vendor, on its own behalf and, if applicable, on behalf of the Disclosed Beneficial Owner, acknowledges that Clover Leaf and North Shore may be required by law to disclose to certain Securities Authorities the identity of the Disclosed Beneficial Owner.

3.2 Representations and Warranties of North Shore

North Shore hereby represents and warrants to Clover Leaf and hereby acknowledges that Clover Leaf is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Share Exchange, as follows:

- (a) Organization and Operations. North Shore has been incorporated and, validly exists under the laws of its governing jurisdiction and is in good standing under applicable corporate Laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. North Shore is registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on North Shore. All of the outstanding North Shore Common Shares are validly issued, and are fully paid and non-assessable. North Shore does not have any Subsidiaries.
- (b) Authority. North Shore has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by North Shore as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by North Shore and the completion by North Shore of the transactions contemplated by this Agreement have been authorized by the North Shore Board and, subject to the execution of this Agreement by the Vendors, no other corporate proceedings on the part of North Shore are necessary to authorize this Agreement or the completion by North Shore of the transactions contemplated hereby other than approval by the TSXV of the transactions contemplated by this Agreement. This Agreement has been executed and delivered by North Shore and constitutes a legal, valid and binding obligation of North Shore, enforceable against North Shore in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by North Shore of this Agreement and the performance by North Shore of its obligations hereunder and the completion of the transactions contemplated hereby, do not and shall not:
 - (i) result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:
 - (A) the articles or notice of articles of North Shore;

- (B) any applicable Law; or
- (C) any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, licence, permit or other instrument to which North Shore is bound or is subject to or of which North Shore is the beneficiary;

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on North Shore;

- (ii) cause any indebtedness owing by North Shore to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on North Shore;
 - (iii) result in the imposition of any Encumbrance upon any of the property or assets of North Shore or give any person the right to acquire any of North Shore's assets, or restrict, hinder, impair or limit the ability of North Shore to conduct the business of North Shore as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on North Shore; or
 - (iv) result in the revocation, suspension, cancellation, variation or non-renewal of any mining claims, concessions, licenses, leases or other instruments, conferring mineral rights in respect of the material properties in which North Shore has an interest.
- (c) Capitalization. North Shore is authorized to issue an unlimited number of North Shore Shares. As of the date of this Agreement, there were 16,725,100 North Shore Common Shares issued and outstanding. Except pursuant to this Agreement and the transactions contemplated hereby, including the Concurrent Financing, as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating North Shore to issue or sell any North Shore Common Shares or any securities or obligations of any kind convertible into or exchangeable for any North Shore Common Shares. All outstanding North Shore Common Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of North Shore. There are no outstanding contractual obligations of North Shore to repurchase, redeem or otherwise acquire any outstanding North Shore Common Shares or with respect to the voting or disposition of any outstanding North Shore Common Shares.
- (d) Consents. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained by North Shore or in connection with the execution and delivery of this Agreement or the consummation by North Shore of the transactions contemplated hereby other than:
- (i) filings with and approvals by the Securities Authorities; and
 - (ii) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on North Shore.
- (e) Directors' Approvals. The North Shore Board has unanimously:
- (i) determined that the Share Exchange is in the best interests of North Shore; and
 - (ii) authorized the entering into of this Agreement, and the performance of North Shore's obligations hereunder.

- (f) Contracts. Each of the Material Contracts to which North Shore is a party constitutes a valid and legally binding obligation of North Shore, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).
- (g) Waivers, Consents. There are no waivers, consents, notices or approvals required to complete the transactions contemplated under this Agreement from other parties to the Material Contracts of North Shore.
- (h) No Defaults. North Shore is not in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by North Shore under, any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, Contract of North Shore, agreement, licence, permit or other instrument that is material to the conduct of the business of North Shore to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on North Shore. No party to any Contract of North Shore has given written notice to North Shore or, to the knowledge of North Shore, made a claim against North Shore with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on North Shore.
- (i) Absence of Changes. Since December 31, 2021:
- (i) North Shore has conducted its business only in the ordinary and regular course of business consistent with past practice;
 - (ii) North Shore has not incurred or suffered a Material Adverse Change;
 - (iii) there has not been any acquisition or sale by North Shore of any material property or assets thereof;
 - (iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by North Shore of any debt for borrowed money, any creation or assumption by North Shore of any Encumbrance, any making by North Shore of any loan, advance or capital contribution to or investment in any other person or any entering into, amendment of, relinquishment, termination or non-renewal by North Shore of any contract, agreement, licence, lease transaction, commitment or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on North Shore;
 - (v) North Shore has not declared or paid any dividends or made any other distribution in respect of any of the North Shore Common Shares;
 - (vi) North Shore has not effected or passed any resolution to approve a split, consolidation or reclassification of any of the outstanding North Shore Common Shares;
 - (vii) other than in the ordinary and regular course of business, there has not been any material increase in or modification of the compensation payable by North Shore to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement (including, without limitation, the granting of North Shore stock options) made to, for or with any of such directors, officers, employees or consultants that would be inconsistent with generally acceptable compensation levels within North Shore's peer group of junior mining issuers;

- (viii) North Shore has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the North Shore Financial Statements; and
- (ix) North Shore has not adopted any, or amended any, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan or shareholder rights plan.
- (j) Employment and Consulting Agreements.
 - (i) North Shore does not have any employee or consultant whose employment or contract with North Shore cannot be terminated by North Shore in accordance with the provisions of such employment or consultant contract following the completion of the Share Exchange other than those set out in Schedule “C”; and
 - (ii) North Shore is not:
 - (A) is a party to any collective bargaining agreement;
 - (B) is, to the knowledge of North Shore, subject to any application for certification or threatened or apparent union–organizing campaigns for employees not covered under a collective bargaining agreement; or
 - (C) is subject to any current, or, to the knowledge of North Shore, pending or threatened strike or lockout.
- (k) Financial Matters. The financial statements of North Shore for the period of incorporation on November 23, 2021 to December 31, 2021 and for the eleven months ended November 30, 2022 and the respective notes thereto (the “**North Shore Financial Statements**”), have been, or will be, prepared in accordance with IFRS consistently applied throughout the periods to which they relate and fairly present in all material respects the financial condition of North Shore at the respective dates indicated and the results of operations of North Shore for the periods covered. Except as disclosed in the North Shore Financial Statements, as of the date hereof North Shore does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off–balance sheet transactions not reflected in the corporate records and minute books of North Shore, except liabilities and obligations incurred in the ordinary and regular course of business (including the business of operating, developing, constructing and exploring North Shore's projects) or incurred in connection with the transactions contemplated by this Agreement, which liabilities or obligations would not reasonably be expected to have a Material Adverse Effect on North Shore.
- (l) Books and Records. The corporate records and minute books of North Shore have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on North Shore. Financial books and records and accounts of North Shore in all material respects:
 - (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice; and
 - (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of North Shore.
- (m) Auditors. North Shore has never had any reportable disagreement (within the meaning of Applicable Canada Securities Laws) with the present or any former auditor of North Shore.
- (n) Litigation. There is no claim, action, proceeding or investigation in progress or, to the knowledge

of North Shore, pending or threatened against or relating to North Shore, or affecting any of its properties or assets before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on North Shore and North Shore is not aware of any existing ground on which any such claim, action, proceeding or investigation might be commenced with any reasonable likelihood of success. There is no bankruptcy, liquidation, winding-up or other similar proceeding in progress, or, to the knowledge of North Shore, pending or threatened against or relating to North Shore before any Governmental Entity. Neither North Shore nor any of its properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict the right or ability of North Shore, to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the transactions contemplated by this Agreement, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on North Shore.

(o) Title to Properties and Operational Matters.

- (i) Each of the Falcon Option Agreement and the West Bear Option Agreement is in good standing according to its terms and is a legal, valid and binding obligation of the parties thereto enforceable against them in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity.
- (ii) The Falcon Option Agreement grants North Shore the option to acquire a 100% interest in the Falcon Property from Brian Fowler and Big Boss Capital Limited, who are the sole and exclusive legal owners of the Falcon Property.
- (iii) The West Bear Option Agreement grants North Shore the option to acquire a 75% interest in the West Bear Property from Gem Oil Inc., which is the sole and exclusive owner of the West Bear Property.
- (iv) The mineral claims comprising the Properties are in good standing as at the date of this Agreement under applicable Laws and there are no undischarged obligations under the Properties.
- (v) All Taxes on the Properties have been paid.
- (vi) The Properties and all Encumbrances and royalties related thereto, are fully and accurately described in Schedule "B".
- (vii) There are no orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Properties and the conduct of operations related thereto, nor has North Shore received any notice thereof.

(p) Royalty Payments and Other Interests. There are no landowner's royalties, overriding royalties, net profits interests or similar interests or any other rights or interests whatsoever of third parties by which North Shore is bound on or in relation to its properties or assets, other than as set out in Schedule "B".

(q) Assets. North Shore has no material property or assets, except as set forth in the North Shore Financial Statements. North Shore has good and marketable title to its assets free and clear of any Encumbrances, adverse claims and demands of any nature or kind whatsoever recorded or unrecorded, except to the extent any such matter would not, individually or in the aggregate, have

a Material Adverse Effect on North Shore.

- (r) Environmental. To the knowledge of North Shore:
- (i) North Shore and all conditions on the Properties are in compliance with all Environmental Laws;
 - (ii) North Shore, and prior operators on the Properties, has operated its business at all times, and has received, handled, used, stored, treated, shipped and disposed of all contaminants, without violation of Environmental Laws;
 - (iii) there is no material claim or judicial or administrative proceeding which may affect North Shore or any of the properties or assets of North Shore relating to or alleging any violation of Environmental Laws; and
 - (iv) North Shore holds all licences, permits and approvals required under any Environmental Laws in connection with the operation of its business as presently conducted and the ownership and use of its assets, other than those which the failure to hold would not reasonably be expected to have a Material Adverse Effect on North Shore, and North Shore and its assets are not the subject of any investigation, evaluation, audit or review not in the ordinary and regular course of business by any Governmental Entity to determine whether any violation of Environmental Laws has occurred or is occurring, and North Shore is not subject to any known environmental liabilities.
- (s) Tax Matters. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on North Shore:
- (i) North Shore has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;
 - (ii) North Shore has:
 - (A) duly and timely paid all Taxes due and payable by it;
 - (B) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws to be remitted by it; and
 - (C) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;
 - (iii) the charges, accruals and reserves for Taxes reflected on the North Shore Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of North Shore, adequate under IFRS to cover Taxes with respect to North Shore accruing through the date hereof;
 - (iv) there are no proceedings, investigations, audits, assessments, reassessments or claims now pending or, to the knowledge of North Shore, threatened against North Shore that propose to assess Taxes in addition to those reported in the Tax Returns; and

- (v) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to North Shore.
- (t) Compliance with Laws. North Shore has complied with and is not in violation of any applicable Laws other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on North Shore.
- (u) No Option on Assets. No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from North Shore any of the material assets of North Shore.
- (v) Certain Contracts. North Shore is not a party to or bound by any non-competition agreement or, any other agreement, obligation, judgment, injunction, order or decree that purports to:
 - (i) limit the manner or the localities in which all or any material portion of the business of North Shore is conducted;
 - (ii) limit any business practice of North Shore in any material respect; or
 - (iii) restrict any acquisition or disposition of any property by North Shore in any material respect.
- (w) No Broker's Commission. Except in relation to the Concurrent Financing, North Shore has not entered into any agreement that would entitle any person to any valid claim against them for a broker's commission, finder's fee or any like payment in respect of the Share Exchange or any other matter contemplated by this Agreement.
- (x) U.S. Securities Law Matters. North Shore, or any person acting on its behalf, has not made and shall not make any Directed Selling Efforts in the United States with respect to the Clover Leaf Consideration Shares and has not engaged and shall not engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media, broadcast over radio or television, or published or broadcast via electronic display, including the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising in connection with the offer or exchange of the Clover Leaf Consideration Shares in the United States.
- (y) No Shareholdings in Clover Leaf. North Shore does not, legally or beneficially, own, directly or indirectly, any securities of Clover Leaf and does not have any right, agreement or obligation to purchase any securities of Clover Leaf or any securities or obligations of any kind convertible into or exchangeable for any securities of Clover Leaf.
- (z) Restrictions on Business Activities. There is no agreement, judgment, injunction, order or decree binding upon North Shore that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing: (i) any business practice of North Shore; (ii) any acquisition of property by North Shore; or (iii) the conduct of business by North Shore as currently conducted.
- (aa) Expropriation. No property or asset of North Shore has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced or, to the knowledge of North Shore, is there any intent or proposal to give any such notice or commence any such proceeding.
- (bb) Right to Use Personal Information. All personal information in the possession of North Shore has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which North Shore conducts, or North Shore is deemed by operation of law in those

jurisdictions to conduct, its business. North Shore has disclosed to Clover Leaf all Contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other Contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any personal information by Clover Leaf in the operation of its business as conducted by North Shore before the Closing. There are no claims in progress or, to the knowledge of North Shore, pending or threatened, with respect to North Shore's collection, use or disclosure of personal information.

3.3 Representations and Warranties of Clover Leaf

Clover Leaf hereby represents and warrants to North Shore and the Vendors, and hereby acknowledges that North Shore and the Vendors are relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Share Exchange, as follows:

- (a) Organization and Operations. Clover Leaf has been incorporated and validly exists under the laws of its governing jurisdiction and is in good standing under applicable corporate Laws and has full corporate and legal power and authority to own its property and assets and to conduct its business as currently owned and conducted. Clover Leaf is registered, licensed or otherwise qualified in each jurisdiction where the nature of the business or the location or character of the property and assets owned or leased by it requires it to be so registered, licensed or otherwise qualified, other than those jurisdictions where the failure to be so registered, licensed or otherwise qualified would not have a Material Adverse Effect on Clover Leaf. For greater clarity, Clover Leaf is not carrying on any business or ancillary activities other than as permitted pursuant to Section 3.1 of Policy 2.4. All of the outstanding Clover Leaf Common Shares are validly issued, and are fully paid and non-assessable. Clover Leaf does not have any Subsidiaries.
- (b) Authority. Clover Leaf has all necessary corporate power, authority and capacity to enter into this Agreement and all other agreements and instruments to be executed by Clover Leaf as contemplated by this Agreement, and to perform its obligations hereunder and under such other agreements and instruments. The execution and delivery of this Agreement by Clover Leaf and the completion by Clover Leaf of the transactions contemplated by this Agreement have been authorized by the Clover Leaf Board, no other corporate proceedings on the part of Clover Leaf are necessary to authorize this Agreement or the completion by Clover Leaf of the transactions contemplated hereby other than approval by the TSXV of the transactions contemplated by this Agreement. This Agreement has been executed and delivered by Clover Leaf and constitutes a legal, valid and binding obligation of Clover Leaf, enforceable against Clover Leaf in accordance with its terms, subject to bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium and other applicable Laws relating to or affecting creditors' rights generally, and to general principles of equity. The execution and delivery by Clover Leaf of this Agreement and the performance by it of its obligations hereunder and the completion of the transactions contemplated hereby, do not and shall not:
 - (i) result in a violation, contravention or breach or constitute a default under, or entitle any party to terminate, accelerate, modify or call any obligations or rights under, require any consent to be obtained under or give rise to any termination rights under any provision of:
 - (A) the articles or notice of articles of Clover Leaf;
 - (B) any applicable Law or rule or policy of the TSXV (except that the approval of the TSXV, which is required for the completion by Clover Leaf of the transactions contemplated hereby, shall be applied for by Clover Leaf but need not have been obtained as of the date hereof); or
 - (C) any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, contract, agreement, licence, permit or other instrument to which Clover Leaf is bound or is subject to or of which Clover Leaf

is the beneficiary;

in each case, which would, individually or in the aggregate, have a Material Adverse Effect on Clover Leaf;

- (ii) cause any indebtedness owing by Clover Leaf to come due before its stated maturity or cause any available credit to cease to be available which would, individually or in the aggregate, have a Material Adverse Effect on Clover Leaf;
 - (iii) result in the imposition of any Encumbrance upon any of the property or assets of Clover Leaf or give any person the right to acquire any of Clover Leaf's assets, or restrict, hinder, impair or limit the ability of Clover Leaf to conduct the business of Clover Leaf as and where it is now being conducted which would, individually or in the aggregate, have a Material Adverse Effect on Clover Leaf;
 - (iv) result in or accelerate the time for payment or vesting of, or increase the amount of any severance, unemployment compensation, "golden parachute", change of control provision, bonus, termination payments, retention bonus or otherwise, becoming due to any director or officer of Clover Leaf or increase any benefits otherwise payable under any pension or benefits plan of Clover Leaf or result in the acceleration of the time of payment or vesting of any such benefits; or
 - (v) result in the revocation, suspension, cancellation, variation or non-renewal of any mining claims, concessions, licenses, leases or other instruments, conferring mineral rights in respect of the material properties in which Clover Leaf has an interest.
- (c) Capitalization. Clover Leaf is authorized to issue an unlimited number of Clover Leaf Common Shares. As of the date of this Agreement, there were 11,850,000 Clover Leaf Common Shares issued and outstanding, stock options exercisable to acquire 1,185,000 Common Shares and common share purchase warrants exercisable to acquire 465,000 Common Shares. Except as disclosed herein and pursuant to this Agreement and the transactions contemplated hereby, as of the date hereof, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Clover Leaf to issue or sell any Clover Leaf Common Shares or any securities or obligations of any kind convertible into or exchangeable for any shares of Clover Leaf. All outstanding Clover Leaf Common Shares have been authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights. As of the date hereof, there are no outstanding bonds, debentures or other evidences of indebtedness of Clover Leaf. There are no outstanding contractual obligations of Clover Leaf to repurchase, redeem or otherwise acquire any outstanding Clover Leaf Common Shares or with respect to the voting or disposition of any outstanding Clover Leaf Common Shares.
- (d) Shareholders' Agreements. There are no shareholders' agreements or other similar agreements with respect to the ownership or voting of any of the Clover Leaf Common Shares.
- (e) Consents. No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person (including approval of the Clover Leaf shareholders) is required to be obtained by Clover Leaf in connection with the execution and delivery of this Agreement or the consummation by Clover Leaf of the transactions contemplated hereby other than:
- (i) the approval of the TSXV as referred to in Section 3.3(b)(i)(B); and
 - (ii) any other consents, approvals, orders, authorizations, declarations or filings which, if not obtained, would not, individually or in the aggregate, have a Material Adverse Effect on

Clover Leaf.

- (f) Directors' Approvals. The Clover Leaf Board has unanimously:
- (i) determined that the Share Exchange is in the best interests of Clover Leaf; and
 - (ii) authorized the entering into of this Agreement, and the performance of Clover Leaf obligations hereunder.
- (g) Contracts. The Contracts described in the Clover Leaf Public Documents as Material Contracts constitute all of the Material Contracts of Clover Leaf. Unless otherwise described in the Clover Leaf Public Documents, each of the Material Contracts to which Clover Leaf is a party constitutes a valid and legally binding obligation of Clover Leaf, enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer and similar laws of general applicability relating to or affecting creditors' rights or by general equity principles).
- (h) Waivers, Consents. There are no waivers, consents, notices or approvals required to complete the transactions contemplated under this Agreement from other parties to the Material Contracts of Clover Leaf.
- (i) No Defaults. Clover Leaf is not in default under, and, there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute a default by Clover Leaf under any credit arrangement, note, bond, mortgage, indenture, deed of trust, lease, franchise, concession, easement, Contract to which Clover Leaf is a party, agreement, licence, permit or other instrument that is material to the conduct of the business of Clover Leaf to which it is a party or by which it is bound or subject to that would, individually or in the aggregate, have a Material Adverse Effect on Clover Leaf. No party to any Contract to which Clover Leaf is a party has given written notice to Clover Leaf of or, to the knowledge of Clover Leaf, made a claim against Clover Leaf with respect to any breach or default thereunder, in any such case in which such breach or default constitutes a Material Adverse Effect on Clover Leaf.
- (j) Absence of Changes. Since December 31, 2021:
- (i) Clover Leaf has conducted its business only in the ordinary and regular course of business consistent with past practice;
 - (ii) Clover Leaf has not incurred or suffered a Material Adverse Change;
 - (iii) there has not been any acquisition or sale by Clover Leaf of any material property or assets thereof;
 - (iv) other than in the ordinary and regular course of business consistent with past practice, there has not been any incurrence, assumption or guarantee by Clover Leaf of any debt for borrowed money, any creation or assumption by Clover Leaf of any Encumbrance, any making by Clover Leaf of any loan, advance or capital contribution to or investment in any other person or any entering into, amendment of, relinquishment, termination or non-renewal by Clover Leaf, of any contract, agreement, licence, lease transaction, commitment or other right or obligation that would, individually or in the aggregate, have a Material Adverse Effect on Clover Leaf;
 - (v) Clover Leaf has not declared or paid any dividends or made any other distribution in respect of any of the Clover Leaf Common Shares;
 - (vi) Clover Leaf has not effected or passed any resolution to approve a split, consolidation or

reclassification of any of the outstanding Clover Leaf Common Shares;

- (vii) other than in the ordinary and regular course of business consistent with past practice and generally accepted compensation levels for a “capital pool company”, there has not been any material increase in or modification of the compensation payable by Clover Leaf to any of its directors, officers, employees or consultants or any grant to any such director, officer, employee or consultant of any increase in severance or termination pay or any increase or modification of any bonus, pension, insurance or benefit arrangement made to, for or with any of such directors, officers, employees or consultants;
 - (viii) Clover Leaf has not effected any material change in its accounting methods, principles or practices, other than as disclosed in the Clover Leaf Financial Statements; and
 - (ix) Clover Leaf has not adopted any, or amended any, bonus, pension, profit sharing, stock purchase, stock option or other benefit plan or shareholder rights plan.
- (k) Employment and Consulting Agreements.
- (i) Clover Leaf is not a party to any written or oral policy, agreement, obligation or understanding providing for retention bonuses, severance or termination payments to, or any employment or consulting agreement with any director or officer of Clover Leaf that would be triggered by Clover Leaf entering into this Agreement or the completion of the Share Exchange;
 - (ii) Clover Leaf has never had any employees and is not party to any written or verbal contracts of employment, whether Contracts for service or management agreements;
 - (iii) Clover Leaf does not have any consultant whose Contract with Clover Leaf cannot be terminated by Clover Leaf in accordance with the provisions of such consultant Contract following the completion of the Share Exchange; and
 - (iv) Clover Leaf is not:
 - (A) a party to any collective bargaining agreement;
 - (B) to the knowledge of Clover Leaf, subject to any application for certification or threatened or apparent union–organizing campaigns for employees not covered under a collective bargaining agreement; or
 - (C) subject to any current, or to the knowledge of Clover Leaf, pending or threatened strike or lockout.
- (l) Financial Matters. The audited financial statements of Clover Leaf for the year ended December 31, 2021 and the unaudited financial statements of Clover Leaf for the nine months ended September 30, 2022 and the respective notes thereto (collectively, the “**Clover Leaf Financial Statements**”) were prepared in accordance with IFRS consistently applied throughout the periods to which they relate and fairly present in all material respects the consolidated financial condition of Clover Leaf at the respective dates indicated, and the results of operations of Clover Leaf for the period covered on a consolidated basis. Except as disclosed in the Clover Leaf Financial Statements, as of the date hereof Clover Leaf does not have any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, or any related party transactions or off–balance sheet transactions not reflected in the Clover Leaf Financial Statements, except for those incurred in connection with the transactions contemplated by this Agreement since December 31, 2021, which liabilities or obligations would not reasonably be expected to have a

Material Adverse Effect on Clover Leaf.

- (m) Books and Records. The corporate records and minute books of Clover Leaf have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not have a Material Adverse Effect on Clover Leaf. Financial books and records and accounts of Clover Leaf, in all material respects:
 - (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice;
 - (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Clover Leaf; and
 - (iii) accurately and fairly reflect the basis for the Clover Leaf Financial Statements.
- (n) Auditors. Clover Leaf has never had any reportable disagreement (within the meaning of Applicable Canadian Securities Laws) with the present or any former auditor of Clover Leaf.
- (o) Litigation. There is no claim, action, proceeding or investigation in progress or, to the knowledge of Clover Leaf pending or threatened against or relating to Clover Leaf or affecting any of its properties or assets before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on Clover Leaf, and Clover Leaf is not aware of any existing ground on which any such claim, action, proceeding or investigation might be commenced with any reasonable likelihood of success. There is no bankruptcy, liquidation, winding-up or other similar proceeding in progress, or, to the knowledge of Clover Leaf, pending or threatened against or relating to Clover Leaf before any Governmental Entity. Neither Clover Leaf nor any of its properties or assets are subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict the right or ability of Clover Leaf to conduct its business in all material respects as it has been carried on prior to the date hereof, or that would materially impede the consummation of the transactions contemplated by this Agreement, except to the extent any such matter would not, individually or in the aggregate, have a Material Adverse Effect on Clover Leaf.
- (p) Assets. Clover Leaf has no material property or assets, except as set forth in the Clover Leaf Financial Statements. Clover Leaf has good and marketable title to its assets free and clear of any Encumbrances, adverse claims and demands of any nature or kind whatsoever recorded or unrecorded, except as disclosed in the Clover Leaf Public Documents.
- (q) Insurance. Clover Leaf does not maintain and has never been a party to any policies of insurance of any nature.
- (r) Tax Matters.
 - (i) Clover Leaf has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon;
 - (ii) Clover Leaf has:
 - (A) duly and timely paid all Taxes due and payable by it;
 - (B) duly and timely withheld all Taxes and other amounts required by applicable Laws to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by applicable Laws

to be remitted by it; and

- (C) duly and timely collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by applicable Laws to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by applicable Laws to be remitted by it;
 - (iii) the charges, accruals and reserves for Taxes reflected on the Clover Leaf Financial Statements (whether or not due and whether or not shown on any Tax Return but excluding any provision for deferred income taxes) are, in the opinion of Clover Leaf, adequate under IFRS, as applicable, to cover Taxes with respect to Clover Leaf accruing through the date hereof;
 - (iv) there are no proceedings, investigations, audits, assessments, reassessments or claims now pending or to the knowledge of Clover Leaf, threatened against Clover Leaf that propose to assess Taxes in addition to those reported in the Tax Returns; and
 - (v) no waiver of any statutory limitation period with respect to Taxes has been given or requested with respect to Clover Leaf.
- (s) Reporting Status. Clover Leaf is a reporting issuer in good standing in the provinces of British Columbia and Alberta. The Clover Leaf Common Shares are listed on the TSXV and Clover Leaf is in material compliance with the rules, regulations and policies of the TSXV.
- (t) Reports. Since December 29, 2021, Clover Leaf has filed with the Securities Authorities, all applicable self-regulatory authorities and the TSXV, a true and complete copy of all forms, reports, schedules, statements, certifications, material change reports and other documents required to be filed by it, including the Clover Leaf Public Documents. The Clover Leaf Public Documents, at the time filed or, if amended, as of the date of such amendment:
- (i) did not contain any “misrepresentation” and did not contain an untrue statement of a “material fact” (both as defined in the British Columbia *Securities Act*) or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and
 - (ii) complied in all material respects with the requirements of applicable securities Laws and the rules, policies and instruments of all Securities Authorities or stock exchange or other self-regulatory authority having jurisdiction over Clover Leaf.
- Clover Leaf has not filed any confidential material change or other report or other document with any Securities Authorities or stock exchange or other self-regulatory authority which at the date hereof remains confidential.
- (u) Compliance with Laws. Clover Leaf has complied with and is not in violation of any applicable Laws other than such non-compliance or violations that would not, individually or in the aggregate, have a Material Adverse Effect on Clover Leaf.
- (v) No Cease Trade. Other than the TSXV halt on the trading of the Clover Leaf Common Shares on the TSXV pursuant to TSXV policies, Clover Leaf is not subject to any cease trade or other order of any applicable stock exchange or Securities Authority and, to the knowledge of Clover Leaf, no investigation or other proceedings involving Clover Leaf that may operate to prevent or restrict trading of any securities of Clover Leaf are currently in progress or pending before any applicable

stock exchange or Securities Authority.

- (w) No Option on Assets. No person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Clover Leaf of any of the material assets of Clover Leaf.
- (x) Certain Contracts. Clover Leaf is not a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree that purports to:
 - (i) limit the manner or the localities in which all or any material portion of the business of Clover Leaf is conducted;
 - (ii) limit any business practice of Clover Leaf in any material respect; or
 - (iii) restrict any acquisition or disposition of any property by Clover Leaf in any material respect.
- (y) No Broker's Commission. Clover Leaf has not entered into any agreement that would entitle any person to any valid claim against Clover Leaf for a broker's commission, finder's fee or any like payment in respect of the Share Exchange or any other matter contemplated by this Agreement.
- (z) Shares. The Clover Leaf Consideration Shares to be issued pursuant to the Share Exchange shall:
 - (i) be issued as fully paid and non-assessable; (ii) be freely trading shares, subject to any applicable escrow provisions, resale restrictions and/or restricted periods under the rules of the TSXV or applicable securities Laws and except for the Clover Leaf Consideration Shares issued to Vendors resident in or subject to the laws of the United States as contemplated in Section 2.7; and (iii) subject to the approval of the TSXV, listed for trading on the TSXV.
- (aa) U.S. Securities Law Matters.
 - (i) The Clover Leaf Consideration Shares to be issued to persons in the United States pursuant to the Share Exchange shall be exempt from registration requirements under the 1933 Act pursuant to Rule 506 of Regulation D.
 - (ii) Clover Leaf is a "foreign issuer" within the meaning of Regulation S and reasonably believes that there is no Substantial U.S. Market Interest in the Clover Leaf Common Shares.
 - (iii) Clover Leaf is not now, and is not registered, or required to be registered as, an "investment company" as defined in the 1940 Act.
 - (iv) Except with respect to offers and sales to U.S. Accredited Investors in reliance upon the exemption from the registration requirements of the 1933 Act provided by Rule 506(b) of Regulation D, neither Clover Leaf nor any of its affiliates, nor any person acting on its or their behalf, has made or shall make:
 - (A) any offer to sell, or any solicitation of an offer to buy, any Clover Leaf Common Shares to any person in the United States; or
 - (B) any sale of Clover Leaf Common Shares unless, at the time the buy order was or shall have been originated, the purchaser is (i) outside the United States or (ii) Clover Leaf, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.
 - (v) None of Clover Leaf, any of its affiliates or any person acting on its or their behalf has made or shall make any Directed Selling Efforts in the United States with respect to the Clover

Leaf Common Shares or has engaged or shall engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media, broadcast over radio or television, or published or broadcast via electronic display, including the internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising in connection with the offer or exchange of the Clover Leaf Consideration Shares in the United States.

- (vi) Except with respect to the offer of the Clover Leaf Consideration Shares contemplated herein, Clover Leaf has not, for a period of six months prior to the date hereof, sold, offered for sale or solicited any offer to buy any of its securities in the United States.
- (dd) No Shareholdings in North Shore. Clover Leaf does not, legally or beneficially, own, directly or indirectly, any securities of North Shore and does not have any right, agreement or obligation to purchase any securities of North Shore or any securities or obligations of any kind convertible into or exchangeable for any securities of North Shore, except as otherwise set out in this Agreement.
- (ee) Restrictions on Business Activities. Except as provided by Policy 2.4, there is no agreement, judgment, injunction, order or decree binding upon Clover Leaf or that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of Clover Leaf, any acquisition of property by Clover Leaf, or the conduct of business by Clover Leaf as currently conducted.
- (gg) Right to Use Personal information. All personal information in the possession of Clover Leaf has been collected, used and disclosed in compliance with all applicable privacy Laws in those jurisdictions in which Clover Leaf conducts, or Clover Leaf is deemed by operation of law in those jurisdictions to conduct, its business. Clover Leaf has disclosed to North Shore all Contracts and facts concerning the collection, use, retention, destruction and disclosure of personal information, and there are no other Contracts, or facts which, on completion of the transactions contemplated by this Agreement, would restrict or interfere with the use of any personal information by Clover Leaf in the operation of its business as conducted by Clover Leaf before the Closing. There are no claims in progress or, to the knowledge of Clover Leaf, pending or threatened, with respect to Clover Leaf's collection, use or disclosure of personal information.

3.4 Survival of Representations and Warranties

The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished upon the date that is one year after the Closing Date.

ARTICLE 4 COVENANTS

4.1 Covenants of the Vendors

Each Vendor hereby covenants and agrees on its own behalf and, if applicable, on behalf of the Disclosed Beneficial Owners, with Clover Leaf and North Shore as follows:

- (a) Certain Actions. Each Vendor shall use, and, if applicable, shall cause any Disclosed Beneficial Owner to use, its commercially reasonable efforts to not take any action, or refrain from taking any action or permit any action to be taken or not taken that is inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by the Vendors in this Agreement untrue or inaccurate in any material respect at any time on or before the Closing Date if then made or that would or could have

a Material Adverse Effect on the North Shore Common Shares held by such Vendor.

- (b) Representations. Each Vendor shall use, and, if applicable, shall cause any Disclosed Beneficial Owner to use, its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of the Vendors contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.
- (c) Closing Documents. Each Vendor shall execute and deliver, and, if applicable, shall cause any Disclosed Beneficial Owner to execute and deliver at the Closing such customary agreements and certificates, resolutions, opinions and other closing documents as may be required by Clover Leaf and North Shore, all in form satisfactory to Clover Leaf and North Shore, acting reasonably.
- (d) Personal Information. Each Vendor, on its behalf and, if applicable, on behalf of any Disclosed Beneficial Owner, hereby consents to the disclosure of the Vendor's personal information in connection with the Share Exchange and acknowledges and consents to the fact that Clover Leaf and North Shore are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Vendors and, if applicable, the Disclosed Beneficial Owners, for the purposes of completing this Agreement and the transactions contemplated hereby. Each Vendor, on its behalf and, if applicable, on behalf of any Disclosed Beneficial Owner, acknowledges and consents to Clover Leaf and North Shore retaining such personal information for as long as permitted or required by law or reasonable business practices. Each Vendor, on its behalf and, if applicable, on behalf of any Disclosed Beneficial Owner, further acknowledges and consents to the fact that Clover Leaf and North Shore may be required by applicable Laws or the rules and policies of the TSXV to provide regulatory authorities with any personal information provided by the Vendors in this Agreement and each Vendor, on its behalf and, if applicable, on behalf of any Disclosed Beneficial Owner, further consents to the public disclosure of such information by electronic filing or by any other means.
- (e) Subsequent Vendors. Each Vendor agrees not to sell or transfer any North Shore Common Shares or Subscription Receipts, as applicable, before the Closing Time until after such Vendor has delivered to Clover Leaf a completed and executed North Shore Securityholder Joinder Agreement from the New North Shore Securityholder and Clover Leaf has provided its written approval to such sale or transfer.

4.2 Covenants of North Shore

North Shore hereby covenants and agrees with Clover Leaf as follows:

- (a) Copy of Documents. North Shore shall furnish promptly to Clover Leaf a copy of any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement or the Properties.
- (b) Certain Actions Prohibited. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement or as otherwise permitted pursuant to this Agreement, North Shore shall not, without the prior written consent of Clover Leaf, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Closing Date:
 - (i) except in connection with the Concurrent Financing, issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any North Shore Common Shares;

- (ii) incur or commit to incur any debt, except in the ordinary and regular course of business, or to finance its working capital requirements, or as otherwise contemplated in connection with the transactions contemplated herein;
 - (iii) declare or pay any dividends or distribute any of its property or assets to shareholders with respect to the North Shore Common Shares;
 - (iv) enter into any Material Contracts, other than in the ordinary and regular course of business, except in connection with the Share Exchange or as otherwise contemplated herein;
 - (v) alter or amend its notice of articles or articles, other than as may be required in connection with the transactions contemplated herein;
 - (vi) amend or terminate the Falcon Option Agreement or the West Bear Option Agreement;
 - (vii) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;
 - (viii) other than pursuant to the terms of property acquisitions or in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets, except where to do so would not have a Material Adverse Effect on North Shore;
 - (ix) redeem, purchase or offer to purchase any North Shore Common Shares or other securities;
 - (x) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business; or
 - (xi) subject to the written consent of Clover Leaf, issue any securities of North Shore, except in connection with the Concurrent Financing.
- (c) Certain Actions. North Shore shall:
- (i) use its commercially reasonable efforts to not take any action, or refrain from taking any action or permit any action to be taken or not taken, that is inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by North Shore in this Agreement untrue or inaccurate in any material respect at any time on or before the Closing Date if then made or that would or could have a Material Adverse Effect on North Shore; and
 - (ii) promptly notify Clover Leaf of:
 - (A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of North Shore;
 - (B) any material Governmental Entity or third person complaints, investigations or hearings (or communications indicating that the same may be contemplated);
 - (C) any breach by North Shore of any covenant or agreement contained in this Agreement; and

- (D) any event occurring subsequent to the date hereof that would render any representation or warranty of North Shore contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate in any material respect.

- (d) Satisfaction of Conditions. North Shore shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
 - (i) obtain all other consents, approvals and authorizations as are required to be obtained by North Shore under any applicable Laws or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on North Shore;
 - (ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceedings of any Party hereto before any Governmental Entity;
 - (iii) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the North Shore Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, North Shore advises Clover Leaf in writing that it has received such advice and provides written details thereof to Clover Leaf;
 - (iv) fulfill all conditions and satisfy all provisions of this Agreement and the transactions contemplated hereby, including the Share Exchange, required to be fulfilled or satisfied by North Shore; and
 - (v) co-operate with Clover Leaf in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate North Shore to pay or cause to be paid any monies to cause such performance to occur.

- (e) Keep Fully Informed. Subject to applicable Laws, North Shore shall keep Clover Leaf fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business.

- (f) Co-operation. North Shore shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.

- (g) Representations. North Shore shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of North Shore contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.

- (h) Closing Documents. North Shore shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Clover Leaf, all in form

satisfactory to Clover Leaf, acting reasonably.

- (i) Concurrent Financing. North Shore shall make the Concurrent Financing subject to the following terms: (i) that no certificates representing the North Shore Common Shares issued on the conversion of the Subscription Receipts shall be issued to the holders of the Subscription Receipts and that at the Closing the holders of the Subscription Receipts shall receive certificates representing such Clover Leaf Replacement Shares on the basis of one (1) Clover Leaf Replacement Share for every one (1) Subscription Receipt; (ii) it shall be a condition to subscribing for Subscription Receipts that each Subscription Receipt Subscriber completes and executes a North Shore Securityholder Joinder Agreement which shall be delivered by North Shore to Clover Leaf before the Closing Time; and (iii) if the Subscription Receipts are transferable, it shall be a condition to the sale or transfer of any Subscription Receipts that the Subscription Receipt Subscriber agrees and complies with Section 4.1(e).
- (j) Filing Statement. The Filing Statement, as and when filed on SEDAR and as it relates to North Shore, shall contain full, true and plain disclosure of all material facts relating to North Shore.

4.3 Covenants of Clover Leaf

Clover Leaf hereby covenants and agrees with North Shore and the Vendors as follows:

- (a) Copy of Documents. Clover Leaf shall furnish promptly to North Shore a copy of any filing under any applicable Laws and any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement.
- (b) Certain Actions Prohibited. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement or as otherwise permitted pursuant to this Agreement, Clover Leaf shall not, without the prior written consent of North Shore, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Closing Date:
 - (i) issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on any Clover Leaf Common Shares, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any Clover Leaf Common Shares, other than the issue of Clover Leaf Common Shares upon the exercise of common share purchase warrants or stock options of Clover Leaf;
 - (ii) incur or commit to incur any debt, except in the ordinary and regular course of business, or to finance its working capital requirements, or as otherwise contemplated herein in connection with the transactions contemplated herein;
 - (iii) declare or pay any dividends or distribute any of its properties or assets to shareholders with respect to the Clover Leaf Common Shares;
 - (iv) enter into Material Contracts, other than in the ordinary and regular course of business, except in connection with the Share Exchange or as otherwise contemplated herein;
 - (v) alter or amend its notice of articles or articles, other than as may be required in connection with the transactions contemplated herein;
 - (vi) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;

- (vii) other than pursuant to the terms of property acquisitions or in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets except where to do so would not have a Material Adverse Effect on Clover Leaf;
 - (viii) redeem, purchase or offer to purchase any of the Clover Leaf Common Shares or other securities;
 - (ix) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business; or
 - (x) subject to the written consent of North Shore, issue any securities of Clover Leaf, other than Clover Leaf Common Shares issuable on exercise of stock options or common share purchase warrants, which stock options and common share purchase warrants were issued as at the date of this Agreement as per Section 3.3(c);
- (c) Certain Actions. Clover Leaf shall:
- (i) use its commercially reasonable efforts to not take any action, or refrain from taking any action or permit any action to be taken or not taken that is inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by Clover Leaf in this Agreement untrue or inaccurate in any material respect at any time on or before the Closing Date if then made or that would or could have a Material Adverse Effect on Clover Leaf; and
 - (ii) promptly notify North Shore of:
 - (A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Clover Leaf;
 - (B) any material Governmental Entity or third person complaints, investigations or hearings (or communications indicating that the same may be contemplated);
 - (C) any breach by Clover Leaf of any covenant or agreement contained in this Agreement; and
 - (D) any event occurring subsequent to the date hereof that would render any representation or warranty of Clover Leaf contained in this Agreement, if made on or as of the date of such event or the Closing Date, to be untrue or inaccurate in any material respect.
- (d) Satisfaction of Conditions. Clover Leaf shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
- (i) obtain all other consents, approvals and authorizations as are required to be obtained by Clover Leaf under any applicable Laws or from any Governmental Entity or under the rules or policies of the TSXV that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on

Clover Leaf;

- (ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and participate, and appear in any proceedings of, any Party hereto before any Governmental Entity;
 - (iii) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, subject to the Clover Leaf Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under applicable Laws, and provided that, immediately upon receipt of such advice, Clover Leaf advises North Shore in writing that it has received such advice and provides written details thereof to North Shore;
 - (iv) fulfill all conditions and satisfy all provisions of this Agreement and the transactions contemplated hereby, including the Share Exchange, required to be fulfilled or satisfied by Clover Leaf; and
 - (v) co-operate with North Shore in connection with the performance by North Shore of its obligations hereunder, provided however that the foregoing shall not be construed to obligate Clover Leaf to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.
- (e) Keep Fully Informed. Subject to applicable Laws, Clover Leaf shall keep North Shore fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business.
 - (f) Co-operation. Clover Leaf shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
 - (g) Representations. Clover Leaf shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Clover Leaf contained herein shall be true and correct on and as of the Closing Date as if made on and as of such date.
 - (h) Closing Documents. Clover Leaf shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, opinions, resolutions and other closing documents as may be required by North Shore, all in form satisfactory to North Shore, acting reasonably.
 - (i) Shares. Clover Leaf shall issue, at the Closing Time, Clover Leaf Consideration Shares in accordance with the terms hereof to those Vendors who are entitled to receive Clover Leaf Consideration Shares pursuant to the Share Exchange. Notwithstanding the foregoing, certificates evidencing Clover Leaf Consideration Shares required to be held in escrow in accordance with the requirements of the TSXV, or otherwise, shall be delivered directly to the applicable escrow agent.
 - (j) Listing of Shares. Until the earlier of:
 - (i) the Closing Time; and
 - (ii) the termination of this Agreement in accordance with Section 6.2,

Clover Leaf shall use its commercially reasonable efforts to ensure that the Clover Leaf Common Shares, are continuously listed and posted for trading on the TSXV (it being expressly acknowledged that the trading of the Clover Leaf Common Shares has been halted upon the announcement of the proposed transaction with North Shore) and that the Clover Leaf Consideration Shares shall be listed and posted for trading on the TSXV upon issuance.

- (k) Name Change. Prior to completion of the Share Exchange, Clover Leaf shall change its name to “North Shore Energy Metals Ltd.” or such other name as is approved by North Shore and its trading symbol to such symbol as is approved by North Shore and is acceptable to the TSXV.
- (l) Clover Leaf Board. Effective at the Closing, the Clover Leaf Board and management shall be restructured, through resignations and appointments, such that the Clover Leaf Board shall consist of five (5) directors consisting of three (3) nominees of North Shore and two (2) nominees of Clover Leaf, and the officers of Clover Leaf shall include the following individuals:

| <u>Name</u> | <u>Title</u> |
|-----------------|------------------------------|
| Brooke Clements | President and VP Exploration |
| Dan O’Brien | Chief Financial Officer |
| Ben Meyer | Corporate Secretary |

If any of the above proposed officers of Clover Leaf are not acceptable to the TSXV, then the Clover Leaf Board shall appoint such other officers as may be acceptable to the TSXV.

- (m) Filing Statement. The Filing Statement, as and when filed on SEDAR and as it relates to Clover Leaf, shall contain full, true and plain disclosure of all material facts relating to Clover Leaf.

4.4 Mutual Covenants

- (a) Completion of Share Exchange. Each of the Parties covenants and agrees that it shall complete the Share Exchange on the Closing Date or such date as North Shore and Clover Leaf may mutually agree to and prior to the Outside Date. At or before the Closing Time, the Clover Leaf Board shall approve resolutions to:
 - (i) accept the resignations from the directors and officers of Clover Leaf that shall no longer be serving in such capacity effective at the Closing;
 - (ii) change the composition of the Clover Leaf Board such that it shall be comprised of the individuals listed in Section 4.3(1); and
 - (iii) appoint the officers listed in Section 4.3(1).
- (b) Confidential Information. Each of the Parties agrees that any information as to the other Party's financial condition, business, properties, title, assets and affairs (including any Material Contracts) received from the other Party as part of its due diligence investigations in connection with the transactions contemplated in this Agreement, including information which, at the time of receipt had not become generally available to the public, was not available to a Party or its representatives on a non-confidential basis before the date of the execution of this Agreement or does not become available to a Party or its representatives on a non-confidential basis from a person who is not, to the knowledge of the Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the Party or its representatives (in this Section 4.4(b) “**confidential information**”) shall be kept confidential by such Party for a period of two (2) years from the date hereof. Prior to releasing any confidential information, Clover Leaf or North Shore, as applicable, may require the recipient of

the confidential information to enter into a mutually acceptable confidentiality agreement. No confidential information may be released to third parties without the consent of the provider thereof, except that the Parties agree that they shall not unreasonably withhold such consent to the extent that such confidential information is compelled to be released by legal process or must be released to Governmental Entities or included in public documents. The provisions of this Section 4.4(b) shall survive the termination of this Agreement for a period of two (2) years.

- (c) Public Statements. Until the Closing occurs or the termination of this Agreement in accordance with Section 6.2, Clover Leaf and North Shore shall consult with each other in issuing any press release or otherwise making any public statement with respect to this Agreement and the transactions contemplated hereby, including the Share Exchange, and in making any filing with any Governmental Entity or Securities Authority with respect thereto. Each of Clover Leaf and North Shore shall use its commercially reasonable efforts to enable the other to review and comment on all such press releases and filings prior to the release or filing, respectively, thereof; provided that the obligations herein shall not prevent a Party from making, after consultation with the other Party, such disclosure as is required by Applicable Canadian Securities Laws or the rules and policies of any applicable stock exchange. In addition, until the Closing occurs, Clover Leaf shall obtain prior approval from North Shore before issuing any press release or public statement referring to North Shore or using the names of any of its officers, directors, employees, consultants or shareholders.
- (d) Filings. Each of the Parties shall cooperate to prepare and file with the TSXV for its review and approval, as soon as possible following the entering into of this Agreement, a filing statement (the “**Filing Statement**”) prepared in accordance with the TSXV's Form 3B2 – *Information Required in a Filing Statement for a Qualifying Transaction* and each of Clover Leaf and North Shore shall provide in connection with the preparation for the Filings Statement, on a timely basis, all relevant information concerning its business assets and operations (including applicable financial statements). Each of Clover Leaf and North Shore shall cause a certificate to be attached to the Filing Statement to be executed in the form provided for in the form.
- (e) Exclusive Dealing. Each of the Parties covenants and agrees that, from the date of this Agreement until the termination of this Agreement in accordance with Section 6.2 (in this Section 4.4(e), the “**Standstill Period**”), it shall not, without prior written consent of the other Parties, directly or indirectly:
- (i) solicit, assist, initiate, knowingly encourage or otherwise knowingly facilitate any inquiries, offers or proposals, whether publicly or otherwise, regarding an Alternative Transaction (as defined below);
 - (ii) participate in any discussions or negotiations regarding, or provide information concerning it or otherwise cooperate in any way with an Alternative Transaction; or
 - (iii) pursue any other significant corporate acquisition or disposition, merger or sale of assets, issuance of securities or make any other material change to either Party's business or affairs including, without limitation, making any distribution to its equity or debt holders, if any.

Notwithstanding the foregoing, nothing herein shall restrict the Parties from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws.

For the purposes of this Section 4.4(e), “**Alternative Transaction**” means any bona fide inquiry, offer, proposal or inquiry made with respect to a Party (in this Section 4.4(e), the “**Applicable Party**”) or any shareholder of the Applicable Party (in this Section 4.4(e), the “**Applicable Shareholders**”) by any person from any person or persons “acting jointly or in concert” (within the meaning of National Instrument 62–104 *Take-Over Bids and Issuer Bids*) other than from the other Party hereto (in this Section 4.4(e), the “**Non-Applicable Party**”) or any affiliate of the Non-Applicable Party, whether or not in writing, which contemplates, relates to, constitutes, or may

reasonably be expected to lead to (in either case whether in one transaction or a series of transactions): (i) an acquisition from the Applicable Party or the Applicable Shareholders of any of the securities of the Applicable Party (other than on exercise of currently held options or warrants) that, when taken together with the securities of the Applicable Party held by the proposed acquiror, and any person or persons acting jointly or in concert with the proposed acquiror, would constitute 10% or more of the voting securities of the Applicable Party or any of its subsidiaries; (ii) any acquisition of a substantial amount of assets of the Applicable Party or any of its subsidiaries; (iii) an amalgamation, arrangement, merger, combination, consolidation or similar transaction involving the Applicable Party or any of its subsidiaries; (iv) any take-over bid, issuer bid, exchange offer, recapitalization, liquidation, dissolution, reorganization or similar transaction involving the Applicable Party or any of its subsidiaries; or (v) any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the Share Exchange; provided that an “Alternative Transaction” shall not include in respect of North Shore, offers, proposals or inquiries regarding the acquisition of mineral assets by North Shore in the ordinary course of business during the Standstill Period.

ARTICLE 5 CLOSING CONDITIONS

5.1 Mutual Conditions in Favour of Clover Leaf and North Shore

The respective obligations of North Shore and Clover Leaf to complete the transactions contemplated herein shall be subject to the fulfillment of the following conditions at or before the Closing Time or such other time as is specified below:

- (a) each of the North Shore Board and the Clover Leaf Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by North Shore and Clover Leaf to permit the consummation of the Share Exchange and all other matters contemplated in this Agreement;
- (b) the TSXV shall have accepted notice for filing of and approved all transactions of Clover Leaf contemplated herein including approving this Agreement, the Share Exchange and the Filing Statement, on terms and conditions acceptable to each of North Shore and Clover Leaf, acting reasonably;
- (c) the TSXV shall have conditionally approved the listing thereon of the Clover Leaf Consideration Shares, subject only to compliance with the usual requirements of the TSXV;
- (d) following the Closing, Clover Leaf shall satisfy the minimum listing requirements of the TSXV for a Tier 2 mining issuer and the TSXV shall have conditionally approved the listing on the TSXV of the Clover Leaf Common Shares, including the Clover Leaf Consideration Shares to be issued pursuant to the Share Exchange, on terms and conditions acceptable to each of North Shore and Clover Leaf, acting reasonably;
- (e) all persons who will be Insiders of Clover Leaf following the Closing of the Share Exchange will have, on or prior to the Closing Date, entered into any escrow agreements required by the TSXV;
- (f) the Clover Leaf Consideration Shares to be issued to U.S. Persons and to persons in the United States pursuant to the Share Exchange shall be exempt from registration requirements under the 1933 Act pursuant to Rule 506(b) of Regulation D; and
- (g) the distribution of the Clover Leaf Consideration Shares pursuant to the Share Exchange shall be exempt from prospectus and registration requirements under Applicable Canadian Securities Laws and, except with respect to persons deemed to be “control persons” of Clover Leaf under Applicable Canadian Securities Laws, such Clover Leaf Consideration Shares shall be freely trading shares,

subject to escrow provisions and/or resale restrictions under the rules of the TSXV or applicable securities laws and except for the Clover Leaf Consideration Shares issued to Vendors resident in or subject to the laws of the United States as contemplated in Section 2.7 or, if applicable, an International Jurisdiction.

The foregoing conditions are for the mutual benefit of the Clover Leaf and North Shore and may be waived by mutual consent of Clover Leaf and North Shore in writing at any time. No such waiver shall be of any effect unless it is in writing signed by Clover Leaf and North Shore. If any of such conditions shall not be complied with or waived as aforesaid on or before the Outside Date or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, either of Clover Leaf or North Shore may, acting reasonably, terminate this Agreement by written notice to the other Party in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating Party.

5.2 North Shore Conditions

The obligation of North Shore to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Closing Time or such other time as is specified below:

- (a) the Clover Leaf Board shall have procured duly executed resignations and mutual releases in favour of Clover Leaf effective at the Closing Time from each director and officer of Clover Leaf who shall no longer be serving in such capacity or capacities following completion of the Share Exchange, which resignations and mutual releases shall be in a form acceptable to North Shore, acting reasonably;
- (b) the representations and warranties made by Clover Leaf in this Agreement that are qualified by the expression “Material Adverse Change” or “Material Adverse Effect” shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Clover Leaf in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either individually or in the aggregate, in the reasonable judgment of North Shore, have a Material Adverse Effect on Clover Leaf, and Clover Leaf shall have provided to North Shore a certificate of an officer thereof certifying such accuracy or lack of Material Adverse Effect on the Closing Date. No representation or warranty made by Clover Leaf hereunder shall be deemed not to be true and correct if the facts or circumstances which make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;
- (c) Clover Leaf shall be a corporation in good standing pursuant to the BCBCA, which shall be confirmed by a Certificate of Good Standing issued by the British Columbia Registrar of Companies on the Business Day prior to the Closing Date and delivered to North Shore;
- (d) from the date of this Agreement to the Closing Date, there shall not have occurred a Material Adverse Change in respect of Clover Leaf;
- (e) Clover Leaf shall have filed with the TSXV a Form 2A – Personal Information/Consent Form or Form 2C1 – Declaration, as applicable, duly completed by each of the proposed Clover Leaf director nominees and officers of Clover Leaf identified in Section 4.3(1), prior to the Closing Date;
- (f) Clover Leaf shall have complied in all material respects with its covenants herein and Clover Leaf

shall have provided to North Shore a certificate of an officer thereof, certifying that, as of the Closing Date, Clover Leaf has so complied with its covenants herein;

- (g) the Clover Leaf Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Clover Leaf to permit the consummation of the Share Exchange and the transactions to be completed by Clover Leaf pursuant to the terms of this Agreement;
- (h) Clover Leaf shall have completed the name change and changed its trading symbol as contemplated by Section 4.3(k);
- (i) Clover Leaf shall have arranged for appropriate directors' and officers' liability insurance of the type regularly maintained by comparable companies in the mineral exploration industry to be effective on the Closing Date, on terms acceptable to North Shore, acting reasonably, which shall also include coverage of all current directors of Clover Leaf and of North Shore who will not continue to be directors of Clover Leaf following the Closing Date; and
- (j) Clover Leaf shall have executed and delivered to North Shore all documents as North Shore may reasonably request for the purposes of effecting the transactions contemplated by this Agreement, including the Share Exchange, in a form satisfactory to North Shore, acting reasonably.

The foregoing conditions are for the benefit of North Shore and may be waived, in whole or in part, by North Shore in writing at any time. No such waiver shall be of any effect unless it is in writing signed by North Shore. If any of such conditions shall not be complied with or waived by North Shore on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, North Shore may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by North Shore.

5.3 Clover Leaf Conditions

The obligation of Clover Leaf to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Closing Time or such other time as is specified below:

- (a) the representations and warranties made by North Shore in this Agreement that are qualified by the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by North Shore in this Agreement that are not so qualified shall be true and correct in all material respects as of the Closing Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either, individually or in the aggregate, in the reasonable judgment of Clover Leaf, have a Material Adverse Effect on North Shore, and North Shore shall have provided to Clover Leaf a certificate of an officer thereof certifying such accuracy or lack of Material Adverse Effect on the Closing Date. No representation or warranty made by North Shore hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;
- (b) North Shore shall be a corporation in good standing pursuant to the BCBCA, which shall be confirmed by a Certificate of Good Standing issued by the British Columbia Registrar of Companies on the Business Day prior to the Closing Date and delivered to Clover Leaf;
- (c) from the date of this Agreement to the Closing Date, there shall not have occurred a Material

Adverse Change in respect of North Shore;

- (d) North Shore shall have completed the Concurrent Financing prior to the Closing Date;
- (e) North Shore shall have filed with the TSXV a Form 2A – *Personal Information/Consent Form* or Form 2C1 – *Declaration*, as applicable, duly completed by each of the proposed North Shore director nominees and officers of Clover Leaf identified in Section 4.3(l), prior to the Closing Date;
- (f) North Shore shall have complied in all material respects with its covenants herein and North Shore shall have provided to Clover Leaf a certificate of an officer thereof certifying that, as of the Closing Date, North Shore has so complied with its covenants herein;
- (g) the North Shore Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by North Shore to permit the consummation of the Share Exchange and the transactions to be completed by North Shore pursuant to the terms of this Agreement;
- (h) at or before the Closing Time, North Shore shall have obtained the consent of each of the New North Shore Securityholders evidenced by the delivery to Clover Leaf a completed and executed North Shore Securityholder Joinder Agreement in respect of each such New North Shore Securityholder; and
- (i) North Shore shall have executed and delivered to Clover Leaf all documents as Clover Leaf may reasonably request for the purposes of effecting the transactions contemplated by this Agreement, including the Share Exchange, in a form satisfactory to Clover Leaf, acting reasonably.

The foregoing conditions are for the benefit of Clover Leaf and may be waived, in whole or in part, by Clover Leaf in writing at any time. No such waiver shall be of any effect unless it is in writing signed by Clover Leaf. If any of such conditions shall not be complied with or waived by Clover Leaf on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, Clover Leaf may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Clover Leaf.

5.4 Notice and Cure Provisions

Each of North Shore and Clover Leaf (in this Section 5.4, the “**Breaching Party**”) shall give prompt notice (in this Section 5.4, the “**Notice of Breach**”) to the other Party (in this Section 5.4, the “**Non-Breaching Party**”) of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would, would be likely to, or could:

- (a) cause any of the representations or warranties of the Breaching Party contained herein to be untrue or inaccurate in any respect on the date hereof or on the Closing Date;
- (b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by the Breaching Party on or before the Closing Date; or
- (c) result in the failure to satisfy any of the conditions precedent in favour of the Non-Breaching Party contained in Section 5.1, 5.2 or 5.3, as the case may be.

As herein provided, upon receipt of Notice of Breach, the Non-Breaching Party may:

- (a) elect not to complete the transactions contemplated hereby, including the Share Exchange, by virtue of any of the conditions for its benefit contained in Section 5.1, 5.2 or 5.3, such condition not being satisfied or waived; or

- (b) exercise any termination right arising from such election; provided, however, that:
- (i) promptly and in any event prior to the Closing Date, the Non-Breaching Party shall have delivered a written notice to the Breaching Party (in this Section 5.4, the “**Notice of Proposed Termination**”) specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters that the Non-Breaching Party delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be; and
 - (ii) if any such Notice of Proposed Termination is delivered, and the Breaching Party proceeds diligently, at its own expense, to cure such matter, if such matter is reasonably capable of being cured, the Non-Breaching may not terminate this Agreement until the lesser of 10 days from the date of delivery of the Notice of Proposed Termination and the number of days remaining before the earlier of the Closing Date and the Outside Date.

5.5 Merger of Conditions

If no Notice of Proposed Termination shall have been sent by the Non-Breaching Party pursuant to Section 5.4(b)(i) prior to the Closing Date, the conditions set out in Section 5.1, 5.2 or 5.3 shall be conclusively deemed to have been satisfied, fulfilled or waived as of the Closing Time.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement may, at any time, be amended by mutual written agreement of Clover Leaf and North Shore without, subject to applicable Laws, further notice to or authorization on the part of the Vendors, other than the prior written consent of the Vendors’ Representative to such amendment, and any such amendment may, without limitation:

- (a) change the time for the performance of any of the obligations or acts of any of the Parties;
- (b) waive any inaccuracies in or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify the performance of any of the obligations of any of the Parties; and
- (d) waive compliance with or modify any condition herein contained;

provided, however, that notwithstanding the foregoing, the share exchange rate set out in Section 2.1(b) shall not be amended without the approval of the affected Vendors.

6.2 Termination

This Agreement may be terminated at any time prior to the Closing Time:

- (a) by mutual written agreement by North Shore and Clover Leaf;
- (b) subject to Section 5.4:
 - (i) by North Shore, if any condition in Section 5.2 is not satisfied or waived in accordance with such section;

- (ii) by Clover Leaf, if any condition in Section 5.3 is not satisfied or waived in accordance with such section; or
- (iii) by North Shore or Clover Leaf if any of the conditions in Section 5.1 for the benefit of the terminating party is not satisfied or waived in accordance with Section 5.1;
- (c) by Clover Leaf, if there is an intentional breach of the covenants of the Vendors or North Shore contained herein by the Vendors or North Shore or any of North Shore's directors, officers, employees, agents, consultants or other representatives, in each case, on or before the Closing Date;
- (d) by North Shore, if there is an intentional breach of the covenants of Clover Leaf contained herein by Clover Leaf or any of its directors, officers, employees, agents, consultants or other representatives, in each case, on or before the Closing Date; or
- (e) by any Party if the Share Exchange shall not have been completed by the Outside Date,

provided that any termination by Clover Leaf or North Shore in accordance with paragraphs (a) to (e) above shall be made by such Party delivering written notice thereof to the other Party prior the Closing Date and specifying therein in reasonable detail the matter or matters giving rise to such termination right.

6.3 Effect of Termination

In the event of the termination of this Agreement as provided in Section 6.2:

- (a) this Agreement shall be of no further force and effect, except for the obligations set forth in Article 7 and Sections 4.4(b), 8.3 and 8.9, which shall survive any termination of this Agreement and continue in full force and effect; provided that no termination of this Agreement for any reason whatsoever shall relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations; and
- (b) the parties shall return all materials and copies of all materials delivered to Clover Leaf or North Shore, as the case may be, or their agents.

ARTICLE 7 DISPUTE RESOLUTION

7.1 Arbitration

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its existence, validity, breach or termination shall be submitted for determination by arbitration through the British Columbia International Commercial Arbitration Centre, under its *Revised Domestic Commercial Arbitration Rules of Procedure* (in this Article 7, the “**BCICAC Rules**”), in accordance with the following:

- (a) Either of Clover Leaf or North Shore may refer a matter in dispute hereunder for resolution pursuant to this Article 7. For a period of 30 days after such referral, the Chief Executive Officer or President, as the case may be, of Clover Leaf and North Shore (on its own behalf or as the Vendors' Representative) shall attempt to resolve the matter, failing which either of Clover Leaf or North Shore may refer any such matter to arbitration by written notice to the other Party. Within 10 days after receipt of such notice, Clover Leaf and North Shore shall use their best efforts to agree on the appointment of a single arbitrator. No person shall be appointed as an arbitrator hereunder unless such person has at least 10 years' experience in the matter or matters that are the subject of the dispute and agrees in writing to act.
- (b) If Clover Leaf and North Shore cannot agree on a single arbitrator as provided in Section 7.1(a), or

if the person appointed is unwilling or unable to act, either Clover Leaf or North Shore may submit the matter to arbitration before a single arbitrator in accordance with the BCICAC Rules. The number of arbitrators shall be one (1). The place of arbitration shall be Vancouver, British Columbia and the language to be used in the arbitral proceedings shall be English. The arbitrator shall fix a time and place for the purpose of hearing the evidence and representations of the Parties and he shall preside over the arbitration and determine all questions of procedure not provided for under the BCICAC Rules or this Article 7. After hearing any evidence and representations that the Parties may submit, the arbitrator shall make an award and reduce the same to writing and deliver one (1) copy thereof to each of the Parties. The decision of the arbitrator shall be made within 30 days after the arbitrator's appointment, subject to any reasonable delay due to unforeseen circumstances. The decision of the arbitrator may be entered into any court.

- (c) The expense of the arbitration, including travel costs and attorney's fees and costs of the prevailing Party, shall be paid as specified in the award.
- (d) The award of the single arbitrator shall be final and binding upon all of the Parties.
- (e) Notwithstanding any other provision hereof, during the conduct of dispute resolution procedures pursuant to this Article 7, the Parties shall continue to perform their respective obligations under this Agreement.

ARTICLE 8 GENERAL

8.1 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party hereto shall be in writing and shall be delivered by hand to the Party hereto to which the notice is to be given at the following address or sent by e-mail to the following e-mail addresses or to such other address or facsimile number as shall be specified by a Party hereto by like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by e-mail be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 5:00 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day. The address for service of each of the Parties shall be as follows:

- (a) if to Clover Leaf:

Clover Leaf Capital Corp.
1 - 15782 Marine Drive
White Rock, B.C.
V4B 1E6

Attention: Tsend Tseren, Chief Executive Officer
Email: tserets@gmail.com

with a copy (which shall not constitute notice) to:

Maxis Law Corporation
Suite 910 - 800 West Pender Street
Vancouver, B.C.
V6C 2V6

Attention: J. Morgan Hay
Email: mhay@maxislaw.com

(b) if to North Shore and the Vendors:

North Shore Energy Metals Ltd.
Suite 1700, 666 Burrard Street
Vancouver, B.C.
V6C 2X8

Attention: Brooke Clements
Email: brooke.clements@telus.net

with a copy (which shall not constitute notice) to:

Stikeman Elliott LLP
Suite 1700, 666 Burrard Street
Vancouver, B.C.
V6C 2X8

Attention: Neville McClure
Email: nmclure@stikeman.com

8.2 Remedies

The Parties acknowledge and agree that an award of money damages may be inadequate for any breach of this Agreement by any Party or its representatives and advisors and that such breach may cause the non-breaching Party irreparable harm. Accordingly, the Parties agree that, in the event of any such breach or threatened breach of this Agreement by one of the Parties, North Shore or the Vendors (if Clover Leaf is the breaching party) or Clover Leaf (if North Shore is the breaching party) shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. Subject to any other provision hereof, such remedies shall not be the exclusive remedies for any breach of this Agreement but shall be in addition to all other remedies available hereunder or at law or in equity to each of the Parties.

8.3 Expenses

Subject to Article 7, the Parties agree that each Party shall pay for its costs incurred in connection with this Agreement and the transactions contemplated hereby. Legal, accounting and financial advisor fees and all disbursements by advisors, shall be paid by the Party incurring such expense and that nothing in this Agreement shall be construed so as to prevent the payment of such expenses, whether or not the Share Exchange is completed. Without limiting the generality of the foregoing, (i) North Shore shall be responsible for all costs associated with: (a) the preparation of any technical reports in respect of the West Bear Property and Falcon Property; and (b) the preparation of any financial statements of North Shore required in connection with the Share Exchange, and (ii) Clover Leaf shall be responsible for (a) all costs associated with the preparation of pro forma financial information of the resulting issuer required in connection with the Share Exchange, and (b) payment of any applicable TSXV fees to be paid in connection with the Share Exchange. The provisions of this Section 8.3 shall survive the termination of this Agreement.

8.4 Time of the Essence

Time shall be of the essence in this Agreement.

8.5 Entire Agreement

This Agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof, including the letter agreement dated September 26, 2022 between North Shore and Clover Leaf. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

8.6 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other of them, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments documents or information as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Share Exchange and the preparation of the Filing Statement.

8.7 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia.

8.8 Waiver

No waiver or release by any Party hereto shall be effective unless in writing and executed by the Party granting such waiver or release and any waiver or release shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence. Waivers may only be granted upon compliance with the provisions governing amendments set forth in Section 6.1.

8.9 No Personal Liability

- (a) No director or officer of North Shore shall have any personal liability whatsoever (other than in the case of fraud, negligence or willful misconduct) to Clover Leaf or the Vendors under this Agreement or any other document delivered in connection with this Agreement or the Share Exchange by or on behalf of North Shore.
- (b) No director or officer of Clover Leaf shall have any personal liability whatsoever (other than in the case of fraud, negligence or willful misconduct) to North Shore or the Vendors under this Agreement or any other document delivered in connection with this Agreement or the Share Exchange by or on behalf of Clover Leaf.
- (c) If a corporation, no director or officer of a Vendor shall have any personal liability whatsoever (other than in the case of fraud, negligence or willful misconduct) to Clover Leaf or North Shore under this Agreement or any other document delivered in connection with this Agreement or the Share Exchange by or on behalf such Vendor.

8.10 Enurement and Assignment

This Agreement shall enure to the benefit of the Parties and their respective successors, heirs, executors, administrators and permitted assigns, as applicable, and shall be binding upon the Parties and their respective successors and executors, as applicable. This Agreement may not be assigned by any Party

without the prior written consent of Clover Leaf and North Shore.

8.11 Execution in Counterparts

This Agreement may be executed in several counterparts and evidenced by a PDF copy of an original execution page bearing the signature of each Party, each of which when so executed shall be deemed to be an original, and such counterparts or PDF copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date first above written.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

Clover Leaf Capital Corp.:

CLOVER LEAF CAPITAL CORP.

Per: /s/ Tsend Tseren

Name: Tsend Tseren
Title: President and Chief Executive Officer

North Shore Energy Metals Ltd.:

NORTH SHORE ENERGY METALS LTD.

Per: /s/ Brooke Clements

Name: Brooke Clements
Title: President

Vendors:

Personal Information Redacted

SCHEDULE "A"

VENDORS

Personal Information Redacted

SCHEDULE "B"
THE PROPERTIES

Falcon Property

Property Description

See attached.

Encumbrances

After the earn-in is complete, the property vendor will be granted a 2% royalty, with North Shore having the option to purchase 1% of the royalty for \$1,000,000.

West Bear Property

Property Description

See attached.

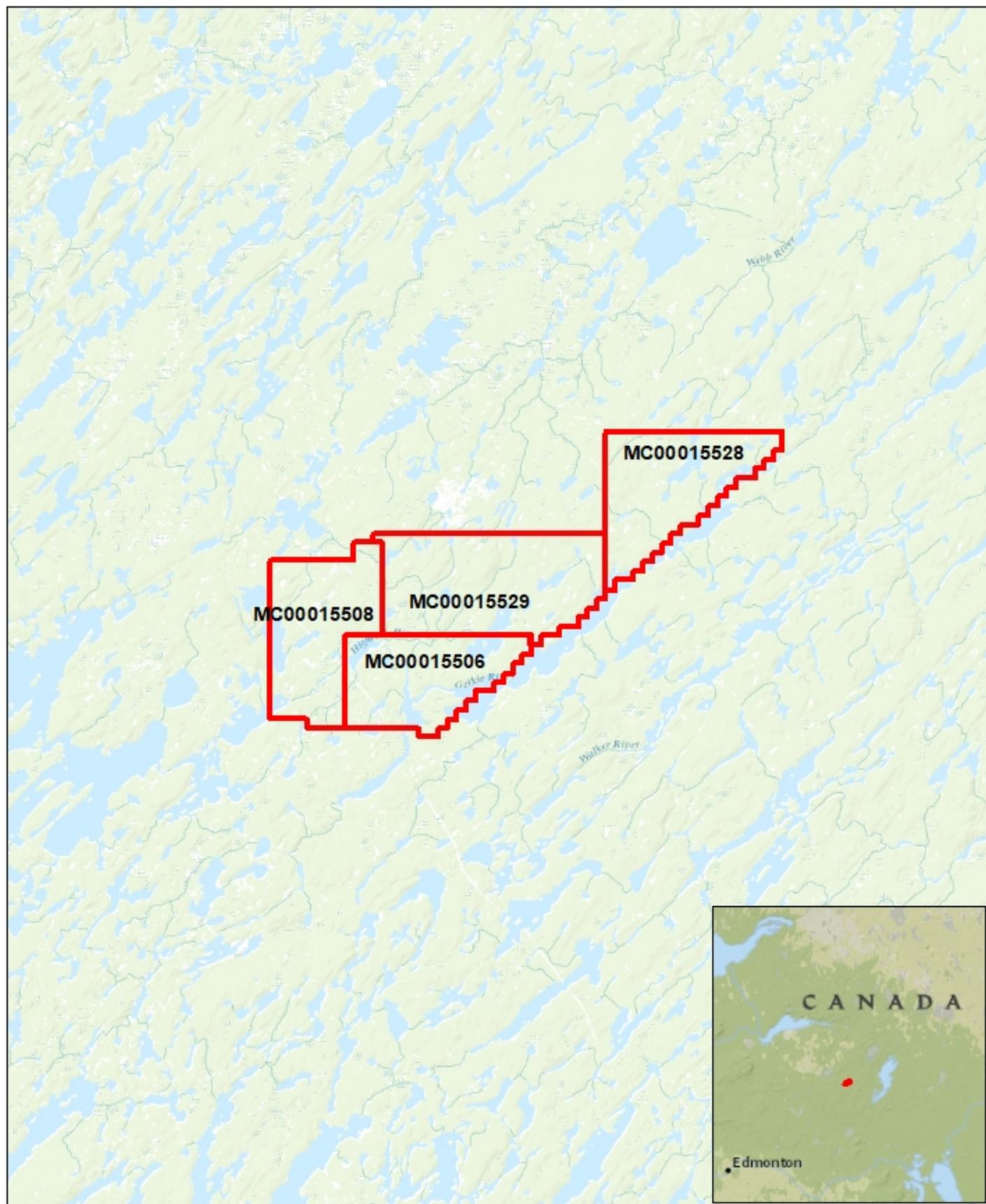
Encumbrances

West Bear - Upon completion of the earn-in, Gem Oil Inc. will be granted a 2% royalty, with North Shore having the option to purchase 1% of the royalty for \$1,000,000.

SCHEDULE "B"
FALCON PROPERTY DESCRIPTION

See attached pages.

FALCON PROPERTY CLAIMS, SASKATCHEWAN



 Falcon Property Claims



NAD 83 Zone 13
April 11, 2022

Author: JC



Disposition Abstract

Regina, Saskatchewan - Thursday, October 13, 2022 2:11:15 PM

Disposition Number: MC00015506

Disposition Details

| | |
|--------------------------|---------------|
| Disposition #: | MC00015506 |
| Type: | Mineral Claim |
| Issued Date: | 10/4/2021 |
| Effective Date: | 10/4/2021 |
| Next Review Date: | 10/4/2023 |
| Good Standing To: | 1/2/2024 |
| Staking Date: | |

Validation Summary

| | |
|--------------------------|-------------|
| Total Area: | 2666.231 Ha |
| In Good Standing: | Yes |

Assessment Work

| | |
|---|-------------|
| Effective Date: | 10/4/2021 |
| Date of First Lease: | N/A |
| Applied Work Reqs for Claim Year Ending: | 10/4/2022 |
| Relief from Expenditure Requirements: | No |
| Total Available Expenditures: | \$0.00 |
| Work Requirements: | \$39,993.47 |
| Work Waiting Approval by Branch: | No |

| Sub No. | Decided On | Amt. Approved | Status |
|---------|------------|---------------|--------|
| | | | |

Assigned Owner(s)

| | |
|---|----------|
| North Shore Energy Metals Ltd. | 100.000% |
| Suite 1700, Park Place 666 Burrard St. North Vancouver BC V7R 4P7 Canada | |

Name Change History

No Name Change History

Transfer History

| Transfer | Amount | Date |
|--|----------|-----------|
| Brian Fowler to North Shore Energy Metals Ltd. | 100.000% | 5/19/2022 |

Notice of Dispute Records

No Notice of Dispute Records

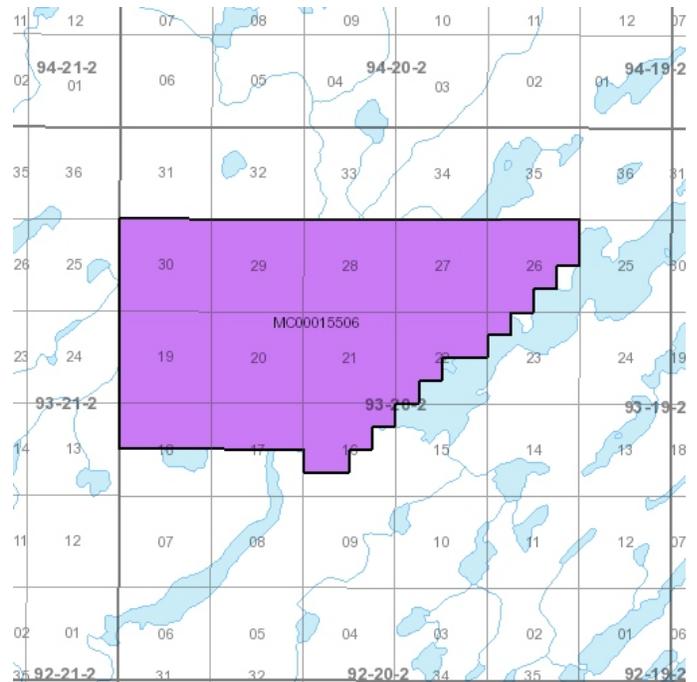
Builders' Lien

No Builder Lien

Work Credit History

| Type | Amount | Frozen? |
|-------------------------|--------|---------|
| Annual Work Requirement | \$0.00 | No |

Map



Legal Land Description

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Disposition Abstract

Regina, Saskatchewan - Thursday, October 13, 2022 2:14:22 PM

Disposition Number: MC00015508

Disposition Details

| | |
|--------------------------|---------------|
| Disposition #: | MC00015508 |
| Type: | Mineral Claim |
| Issued Date: | 10/4/2021 |
| Effective Date: | 10/4/2021 |
| Next Review Date: | 10/4/2023 |
| Good Standing To: | 1/2/2024 |
| Staking Date: | |

Validation Summary

| | |
|--------------------------|-------------|
| Total Area: | 2924.007 Ha |
| In Good Standing: | Yes |

Assessment Work

| | |
|---|-------------|
| Effective Date: | 10/4/2021 |
| Date of First Lease: | N/A |
| Applied Work Reqs for Claim Year Ending: | 10/4/2022 |
| Relief from Expenditure Requirements: | No |
| Total Available Expenditures: | \$0.00 |
| Work Requirements: | \$43,860.11 |
| Work Waiting Approval by Branch: | No |

| Sub No. | Decided On | Amt. Approved | Status |
|---------|------------|---------------|--------|
|---------|------------|---------------|--------|

Assigned Owner(s)

| | |
|---|----------|
| North Shore Energy Metals Ltd. | 100.000% |
| Suite 1700, Park Place 666 Burrard St. North Vancouver BC V7R 4P7 Canada | |

Name Change History

No Name Change History

Transfer History

| Transfer | Amount | Date |
|--|----------|-----------|
| Brian Fowler to North Shore Energy Metals Ltd. | 100.000% | 5/19/2022 |

Notice of Dispute Records

No Notice of Dispute Records

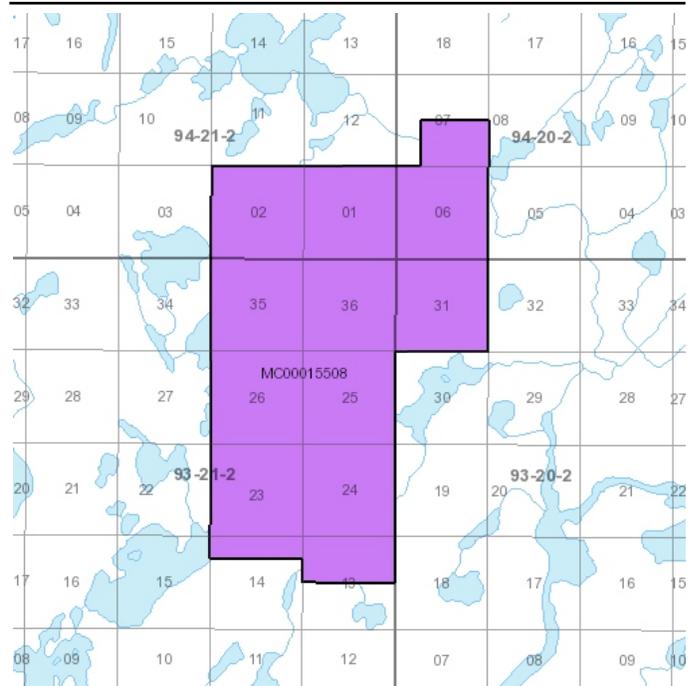
Builders' Lien

No Builder Lien

Work Credit History

| Type | Amount | Frozen? |
|-------------------------|--------|---------|
| Annual Work Requirement | \$0.00 | No |

Map



Legal Land Description

10-NE-01-94-21-2, 10-NE-02-94-21-2, 10-NE-06-94-20-2, 10-NE-13-93-21-2, 10-NE-23-93-21-2, 10-NE-24-93-21-2, 10-NE-25-93-21-2, 10-NE-26-93-21-2, 10-NE-31-93-20-2, 10-NE-35-93-21-2, 10-NE-36-93-21-2, 11-NW-01-94-21-2, 11-NW-02-94-21-2, 11-NW-06-94-20-2, 11-NW-13-93-21-2, 11-NW-23-93-21-2, 11-NW-24-93-21-2, 11-NW-25-93-21-2, 11-NW-26-93-21-2, 11-NW-31-93-20-2, 11-NW-35-93-21-2, 11-NW-36-93-21-2, 12-NW-01-94-21-2, 12-NW-02-94-21-2, 12-NW-06-94-20-2, 12-NW-13-93-21-2, 12-NW-23-93-21-2, 12-NW-24-93-21-2, 12-NW-25-93-21-2, 12-NW-26-93-21-2, 12-NW-31-93-20-2, 12-NW-35-93-21-2, 12-NW-36-93-21-2, 13-NW-01-94-21-2, 13-NW-02-94-21-2, 13-NW-06-94-20-2, 13-NW-13-93-21-2, 13-NW-14-93-21-2, 13-NW-23-93-21-2, 13-NW-24-93-21-2, 13-NW-25-93-21-2, 13-NW-26-93-21-2, 13-NW-31-93-20-2, 13-NW-35-93-21-2, 13-NW-36-93-21-2, 14-NW-01-94-21-2, 14-NW-02-94-21-2, 14-NW-06-94-20-2, 14-NW-13-93-21-2, 14-NW-14-93-21-2, 14-NW-23-93-21-2, 14-NW-24-93-21-2, 14-NW-25-93-21-2, 14-NW-26-93-21-2, 14-NW-31-93-20-2, 14-NW-35-93-21-2, 14-NW-36-93-21-2, 15-NE-01-94-21-2, 15-NE-02-94-21-2, 15-NE-06-94-20-2, 15-NE-13-93-21-2, 15-NE-14-93-21-2, 15-NE-23-93-21-2, 15-NE-24-93-21-2, 15-NE-25-93-21-2, 15-NE-26-93-21-2, 15-NE-31-93-20-2, 15-NE-35-93-21-2, 15-NE-36-93-21-2, 16-NE-01-94-21-2, 16-NE-02-94-21-2, 16-NE-06-94-20-2, 16-NE-13-93-21-2, 16-NE-14-93-21-2, 16-NE-23-93-21-2, 16-NE-24-93-21-2, 16-NE-25-93-21-2, 16-NE-26-93-21-2, 16-NE-31-93-20-2, 16-NE-35-93-21-2, 16-NE-36-93-21-2, 1-SE-01-94-21-2, 1-SE-02-94-21-2, 1-SE-06-94-20-2, 1-SE-07-94-20-2, 1-SE-23-93-21-2, 1-SE-24-93-21-2, 1-SE-25-93-21-2, 1-SE-26-93-21-2, 1-SE-31-93-20-2, 1-SE-35-93-21-2, 2-SE-01-94-21-2, 2-SE-02-94-21-2, 2-SE-06-94-20-2, 2-SE-07-94-20-2, 2-SE-23-93-21-2, 2-SE-24-93-21-2, 2-SE-25-93-21-2, 2-SE-26-93-21-2, 2-SE-31-93-20-2, 2-SE-35-93-21-2, 2-SE-36-93-21-2, 3-SW-01-94-21-2, 3-SW-02-94-21-2, 3-SW-06-94-20-2, 3-SW-07-94-20-2, 3-SW-23-93-21-2, 3-SW-24-93-21-2, 3-SW-25-93-21-2, 3-SW-26-93-21-2, 3-SW-31-93-20-2, 3-SW-35-93-21-2, 3-SW-36-93-21-2, 4-SW-01-94-21-2, 4-SW-02-94-21-2, 4-SW-06-94-20-2, 4-SW-23-93-21-2, 4-SW-24-93-21-2, 4-SW-25-93-21-2, 4-SW-26-93-21-2, 4-SW-31-93-20-2, 4-SW-35-93-21-2, 4-SW-36-93-21-2, 5-SW-01-94-21-2, 5-SW-02-94-21-2, 5-SW-06-94-20-2, 5-SW-23-93-21-2, 5-SW-24-93-21-2, 5-SW-25-93-21-2, 5-SW-26-93-21-2, 5-SW-31-93-20-2, 5-SW-35-93-21-2, 5-SW-36-93-21-2, 6-SW-01-94-21-2, 6-SW-02-94-21-2, 6-SW-06-94-20-2, 6-SW-07-94-20-2, 6-SW-23-93-21-2, 6-SW-24-93-21-2, 6-SW-25-93-21-2, 6-SW-26-93-21-2, 6-SW-31-93-20-2, 6-SW-35-93-21-2, 6-SW-36-93-21-2, 7-SE-01-94-21-2, 7-SE-02-94-21-2, 7-SE-06-94-20-2, 7-SE-07-94-20-2, 7-SE-23-93-21-2, 7-SE-24-93-21-2, 7-SE-25-93-21-2, 7-SE-26-93-21-2, 7-SE-31-93-20-2, 7-SE-35-93-21-2, 7-SE-36-93-21-2, 8-SE-01-94-21-2, 8-SE-02-94-21-2, 8-SE-06-94-20-2, 8-SE-07-94-20-2, 8-SE-23-93-21-2, 8-SE-24-93-21-2, 8-SE-25-93-21-2, 8-SE-26-93-21-2, 8-SE-31-93-20-2, 8-SE-35-93-21-2, 8-SE-36-93-21-2, 9-NE-01-94-21-2, 9-NE-02-94-21-2, 9-NE-06-94-20-2, 9-NE-13-93-21-2, 9-NE-23-93-21-2, 9-NE-24-93-21-2, 9-NE-25-93-21-2, 9-NE-26-93-21-2, 9-NE-31-93-20-2, 9-NE-35-93-21-2, 9-NE-36-93-21-2



Disposition Abstract

Regina, Saskatchewan - Thursday, October 13, 2022 2:01:00 PM

Disposition Number: MC00015528

Disposition Details

| | |
|--------------------------|---------------|
| Disposition #: | MC00015528 |
| Type: | Mineral Claim |
| Issued Date: | 10/4/2021 |
| Effective Date: | 10/4/2021 |
| Next Review Date: | 10/4/2023 |
| Good Standing To: | 1/2/2024 |
| Staking Date: | |

Validation Summary

| | |
|--------------------------|-------------|
| Total Area: | 3014.704 Ha |
| In Good Standing: | Yes |

Assessment Work

| | |
|---|-------------|
| Effective Date: | 10/4/2021 |
| Date of First Lease: | N/A |
| Applied Work Reqs for Claim Year Ending: | 10/4/2022 |
| Relief from Expenditure Requirements: | No |
| Total Available Expenditures: | \$0.00 |
| Work Requirements: | \$45,220.56 |
| Work Waiting Approval by Branch: | No |

| Sub No. | Decided On | Amt. Approved | Status |
|---------|------------|---------------|--------|
| | | | |

Assigned Owner(s)

| | |
|---|----------|
| North Shore Energy Metals Ltd. | 100.000% |
| Suite 1700, Park Place 666 Burrard St. North Vancouver BC V7R 4P7 Canada | |

Name Change History

No Name Change History

Transfer History

| Transfer | Amount | Date |
|--|----------|-----------|
| Brian Fowler to North Shore Energy Metals Ltd. | 100.000% | 5/19/2022 |

Notice of Dispute Records

No Notice of Dispute Records

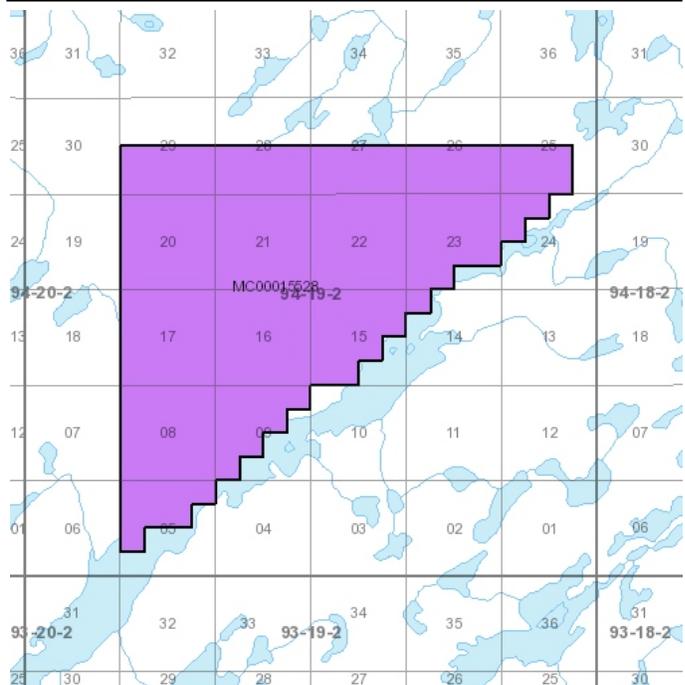
Builders' Lien

No Builder Lien

Work Credit History

| Type | Amount | Frozen? |
|-------------------------|--------|---------|
| Annual Work Requirement | \$0.00 | No |

Map



Legal Land Description

10-NE-05-94-19-2, 10-NE-08-94-19-2, 10-NE-09-94-19-2, 10-NE-15-94-19-2, 10-NE-16-94-19-2, 10-NE-17-94-19-2, 10-NE-20-94-19-2, 10-NE-21-94-19-2, 10-NE-22-94-19-2, 10-NE-23-94-19-2, 11-NW-05-94-19-2, 11-NW-08-94-19-2, 11-NW-09-94-19-2, 11-NW-15-94-19-2, 11-NW-16-94-19-2, 11-NW-17-94-19-2, 11-NW-20-94-19-2, 11-NW-21-94-19-2, 11-NW-22-94-19-2, 11-NW-23-94-19-2, 12-NW-05-94-19-2, 12-NW-08-94-19-2, 12-NW-09-94-19-2, 12-NW-15-94-19-2, 12-NW-16-94-19-2, 12-NW-17-94-19-2, 12-NW-20-94-19-2, 12-NW-21-94-19-2, 12-NW-22-94-19-2, 12-NW-23-94-19-2, 12-NW-24-94-19-2, 13-NW-05-94-19-2, 13-NW-08-94-19-2, 13-NW-09-94-19-2, 13-NW-14-94-19-2, 13-NW-15-94-19-2, 13-NW-16-94-19-2, 13-NW-17-94-19-2, 13-NW-20-94-19-2, 13-NW-21-94-19-2, 13-NW-22-94-19-2, 13-NW-23-94-19-2, 13-NW-24-94-19-2, 14-NW-05-94-19-2, 14-NW-08-94-19-2, 14-NW-09-94-19-2, 14-NW-15-94-19-2, 14-NW-16-94-19-2, 14-NW-17-94-19-2, 14-NW-20-94-19-2, 14-NW-21-94-19-2, 14-NW-22-94-19-2, 14-NW-23-94-19-2, 14-NW-24-94-19-2, 15-NE-05-94-19-2, 15-NE-08-94-19-2, 15-NE-09-94-19-2, 15-NE-15-94-19-2, 15-NE-16-94-19-2, 15-NE-17-94-19-2, 15-NE-20-94-19-2, 15-NE-21-94-19-2, 15-NE-22-94-19-2, 15-NE-23-94-19-2, 16-NE-05-94-19-2, 16-NE-08-94-19-2, 16-NE-09-94-19-2, 16-NE-15-94-19-2, 16-NE-16-94-19-2, 16-NE-17-94-19-2, 16-NE-20-94-19-2, 16-NE-21-94-19-2, 16-NE-22-94-19-2, 16-NE-23-94-19-2, 1-SE-08-94-19-2, 1-SE-16-94-19-2, 1-SE-17-94-19-2, 1-SE-20-94-19-2, 1-SE-21-94-19-2, 1-SE-22-94-19-2, 1-SE-26-94-19-2, 1-SE-27-94-19-2, 1-SE-28-94-19-2, 1-SE-29-94-19-2, 2-SE-08-94-19-2, 2-SE-16-94-19-2, 2-SE-17-94-19-2, 2-SE-20-94-19-2, 2-SE-21-94-19-2, 2-SE-22-94-19-2, 2-SE-25-94-19-2, 2-SE-26-94-19-2, 2-SE-27-94-19-2, 2-SE-28-94-19-2, 2-SE-29-94-19-2, 3-SW-08-94-19-2, 3-SW-15-94-19-2, 3-SW-16-94-19-2, 3-SW-17-94-19-2, 3-SW-20-94-19-2, 3-SW-21-94-19-2, 3-SW-22-94-19-2, 3-SW-23-94-19-2, 3-SW-25-94-19-2, 3-SW-26-94-19-2, 3-SW-27-94-19-2, 3-SW-28-94-19-2, 3-SW-29-94-19-2, 4-SW-08-94-19-2, 4-SW-09-94-19-2, 4-SW-15-94-19-2, 4-SW-16-94-19-2, 4-SW-17-94-19-2, 4-SW-20-94-19-2, 4-SW-21-94-19-2, 4-SW-22-94-19-2, 4-SW-23-94-19-2, 4-SW-25-94-19-2, 4-SW-26-94-19-2, 4-SW-27-94-19-2, 4-SW-28-94-19-2, 4-SW-29-94-19-2, 5-SW-05-94-19-2, 5-SW-08-94-19-2, 5-SW-09-94-19-2, 5-SW-15-94-19-2, 5-SW-16-94-19-2, 5-SW-17-94-19-2, 5-SW-20-94-19-2, 5-SW-21-94-19-2, 5-SW-22-94-19-2, 5-SW-23-94-19-2, 5-SW-25-94-19-2, 5-SW-26-94-19-2, 5-SW-27-94-19-2, 5-SW-28-94-19-2, 5-SW-29-94-19-2, 6-SW-08-94-19-2, 6-SW-09-94-19-2, 6-SW-15-94-19-2, 6-SW-16-94-19-2, 6-SW-17-94-19-2, 6-SW-20-94-19-2, 6-SW-21-94-19-2, 6-SW-22-94-19-2, 6-SW-23-94-19-2, 6-SW-25-94-19-2, 6-SW-26-94-19-2, 6-SW-27-94-19-2, 6-SW-28-94-19-2, 6-SW-29-94-19-2, 7-SE-08-94-19-2, 7-SE-15-94-19-2, 7-SE-16-94-19-2, 7-SE-17-94-19-2, 7-SE-20-94-19-2, 7-SE-21-94-19-2, 7-SE-22-94-19-2, 7-SE-23-94-19-2, 7-SE-25-94-19-2, 7-SE-26-94-19-2, 7-SE-27-94-19-2, 7-SE-28-94-19-2, 7-SE-29-94-19-2, 8-SE-08-94-19-2, 8-SE-16-94-19-2, 8-SE-17-94-19-2, 8-SE-20-94-19-2, 8-SE-21-94-19-2, 8-SE-22-94-19-2, 8-SE-23-94-19-2, 8-SE-26-94-19-2, 8-SE-27-94-19-2, 8-SE-28-94-19-2, 8-SE-29-94-19-2, 9-NE-08-94-19-2, 9-NE-15-94-19-2, 9-NE-16-94-19-2, 9-NE-17-94-19-2, 9-NE-20-94-19-2, 9-NE-21-94-19-2, 9-NE-22-94-19-2, 9-NE-23-94-19-2



Disposition Abstract

Regina, Saskatchewan - Thursday, October 13, 2022 2:02:13 PM

Disposition Number: MC00015529

Disposition Details

| | |
|--------------------------|---------------|
| Disposition #: | MC00015529 |
| Type: | Mineral Claim |
| Issued Date: | 10/4/2021 |
| Effective Date: | 10/4/2021 |
| Next Review Date: | 10/4/2023 |
| Good Standing To: | 1/2/2024 |
| Staking Date: | |

Validation Summary

| | |
|--------------------------|-------------|
| Total Area: | 4186.469 Ha |
| In Good Standing: | Yes |

Assessment Work

| | |
|---|-------------|
| Effective Date: | 10/4/2021 |
| Date of First Lease: | N/A |
| Applied Work Reqs for Claim Year Ending: | 10/4/2022 |
| Relief from Expenditure Requirements: | No |
| Total Available Expenditures: | \$0.00 |
| Work Requirements: | \$62,797.04 |
| Work Waiting Approval by Branch: | No |

| Sub No. | Decided On | Amt. Approved | Status |
|---------|------------|---------------|--------|
| | | | |

Assigned Owner(s)

| | |
|---|----------|
| North Shore Energy Metals Ltd. | 100.000% |
| Suite 1700, Park Place 666 Burrard St. North Vancouver BC V7R 4P7 Canada | |

Name Change History

No Name Change History

Transfer History

| Transfer | Amount | Date |
|--|----------|-----------|
| Brian Fowler to North Shore Energy Metals Ltd. | 100.000% | 5/19/2022 |

Notice of Dispute Records

No Notice of Dispute Records

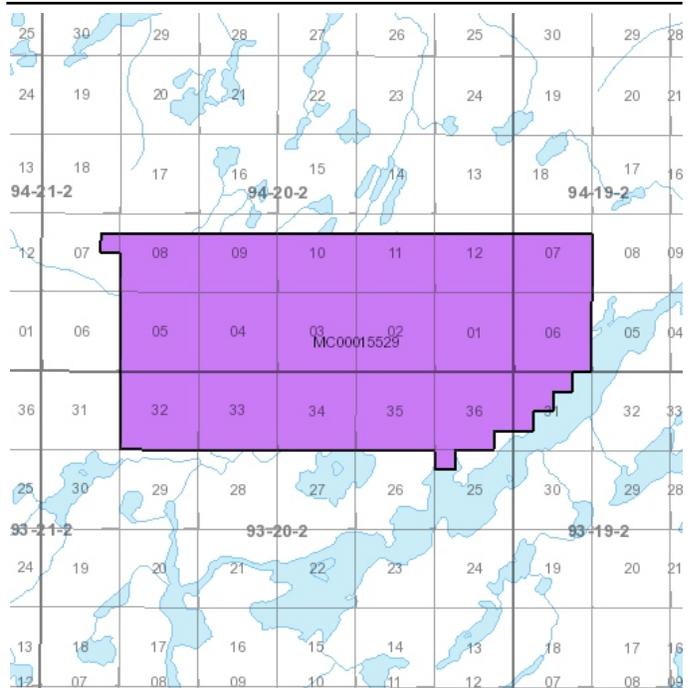
Builders' Lien

No Builder Lien

Work Credit History

| Type | Amount | Frozen? |
|-------------------------|--------|---------|
| Annual Work Requirement | \$0.00 | No |

Map

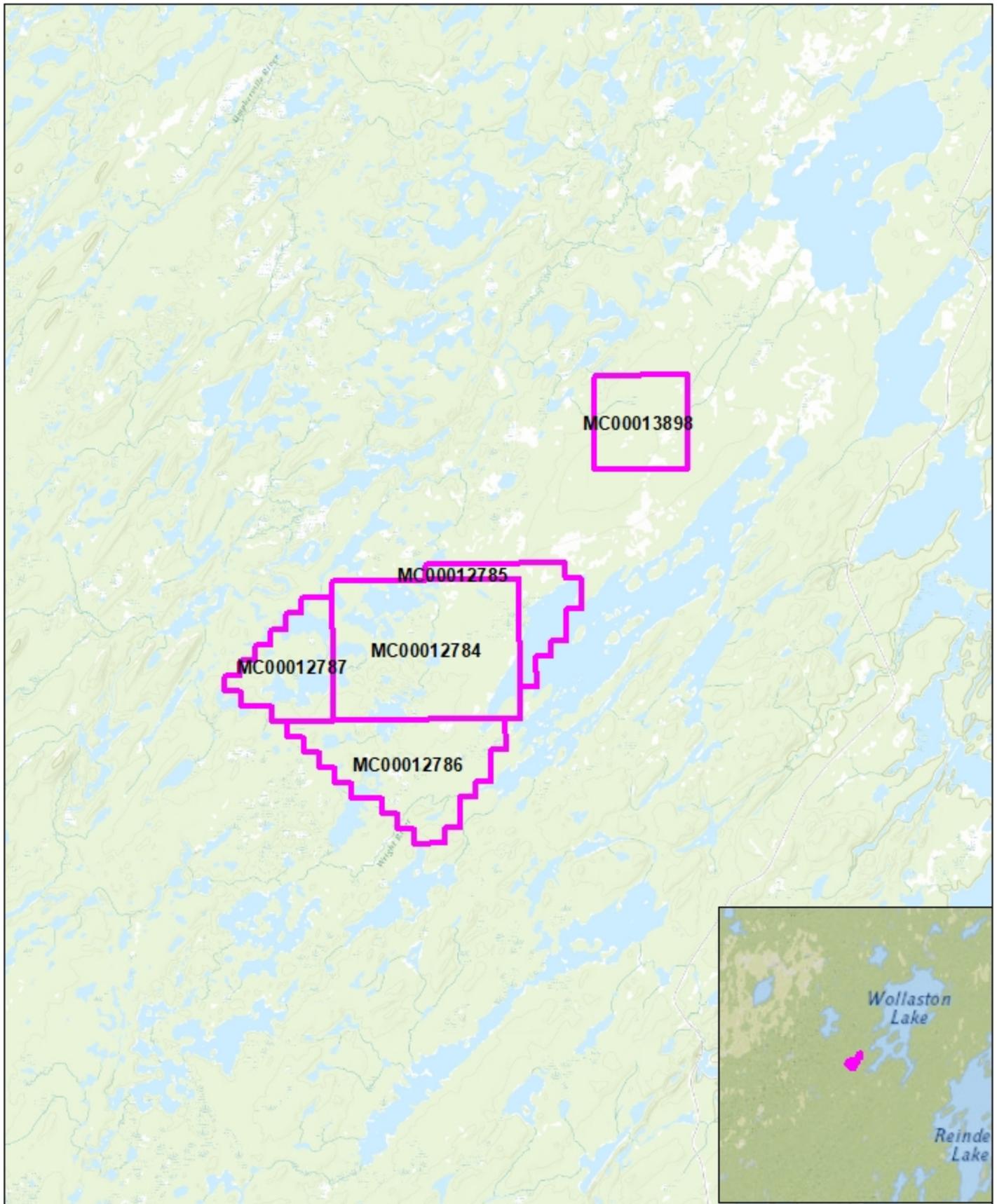


Legal Land Description

SCHEDULE "B"
WEST BEAR PROPERTY DESCRIPTION

See attached pages.

WEST BEAR PROPERTY CLAIMS, SASKATCHEWAN



 West Bear Claims



0 2 4 8 Kilometers

NAD 83 Zone 13
April 6, 2022

Author: JC



Disposition Abstract

Regina, Saskatchewan - Thursday, October 13, 2022 2:24:27 PM

Disposition Number: MC00012784

Disposition Details

| | |
|--------------------------|---------------|
| Disposition #: | MC00012784 |
| Type: | Mineral Claim |
| Issued Date: | 4/16/2019 |
| Effective Date: | 4/16/2019 |
| Next Review Date: | 4/16/2023 |
| Good Standing To: | 7/15/2023 |
| Staking Date: | |

Validation Summary

| | |
|--------------------------|-------------|
| Total Area: | 1772.967 Ha |
| In Good Standing: | Yes |

Assessment Work

| | |
|---|-------------|
| Effective Date: | 4/16/2019 |
| Date of First Lease: | N/A |
| Applied Work Reqs for Claim Year Ending: | 4/16/2022 |
| Relief from Expenditure Requirements: | No |
| Total Available Expenditures: | \$0.00 |
| Work Requirements: | \$26,594.51 |
| Work Waiting Approval by Branch: | No |

| Sub No. | Decided On | Amt. Approved | Status |
|---------|------------|---------------|--------|
| | | | |

Assigned Owner(s)

| | |
|---|----------|
| North Shore Energy Metals Ltd. | 100.000% |
| Suite 1700, Park Place 666 Burrard St. North Vancouver BC V7R 4P7 Canada | |

Name Change History

No Name Change History

Transfer History

| Transfer | Amount | Date |
|--|----------|------------|
| GEM OIL INC. to SHAUN SPELLISCY | 100.000% | 9/23/2019 |
| SHAUN SPELLISCY to GEM OIL INC. | 100.000% | 11/19/2021 |
| GEM OIL INC. to North Shore Energy Metals Ltd. | 100.000% | 5/18/2022 |

Notice of Dispute Records

No Notice of Dispute Records

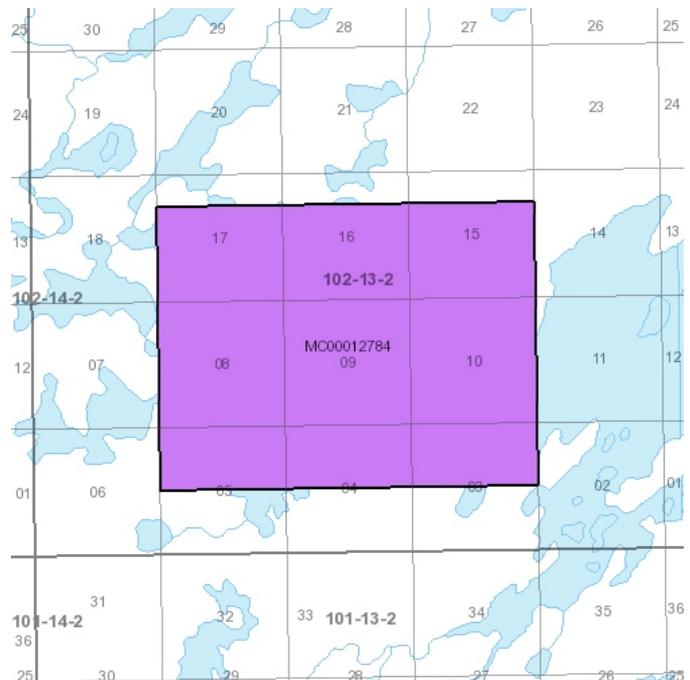
Builders' Lien

No Builder Lien

Work Credit History

| Type | Amount | Frozen? |
|----------------------------|---------------|---------|
| Administrative | \$0.00 | No |
| Work Assessment Allocation | \$26,594.51 | No |
| Annual Work Requirement | \$0.00 | No |
| Annual Work Requirement | (\$26,594.51) | No |
| Annual Work Requirement | (\$26,594.51) | No |
| Deficiency Deposit | \$26,594.51 | No |

Map



Legal Land Description

10-NE-03-102-13-2, 10-NE-04-102-13-2, 10-NE-05-102-13-2, 10-NE-08-102-13-2, 10-NE-09-102-13-2, 10-NE-10-102-13-2, 10-NE-15-102-13-2, 10-NE-16-102-13-2, 10-NE-17-102-13-2, 11-NW-03-102-13-2, 11-NW-04-102-13-2, 11-NW-05-102-13-2, 11-NW-08-102-13-2, 11-NW-09-102-13-2, 11-NW-10-102-13-2, 11-NW-15-102-13-2, 11-NW-16-102-13-2, 11-NW-17-102-13-2, 12-NW-03-102-13-2, 12-NW-04-102-13-2, 12-NW-05-102-13-2, 12-NW-08-102-13-2, 12-NW-09-102-13-2, 12-NW-10-102-13-2, 12-NW-15-102-13-2, 12-NW-16-102-13-2, 12-NW-17-102-13-2, 13-NW-03-102-13-2, 13-NW-04-102-13-2, 13-NW-05-102-13-2, 13-NW-08-102-13-2, 13-NW-09-102-13-2, 13-NW-10-102-13-2, 14-NW-03-102-13-2, 14-NW-04-102-13-2, 14-NW-05-102-13-2, 14-NW-08-102-13-2, 14-NW-09-102-13-2, 14-NW-10-102-13-2, 15-NE-03-102-13-2, 15-NE-04-102-13-2, 15-NE-05-102-13-2, 15-NE-08-102-13-2, 15-NE-09-102-13-2, 15-NE-10-102-13-2, 16-NE-03-102-13-2, 16-NE-04-102-13-2, 16-NE-05-102-13-2, 16-NE-08-102-13-2, 16-NE-09-102-13-2, 16-NE-10-102-13-2, 1-SE-08-102-13-2, 1-SE-09-102-13-2, 1-SE-10-102-13-2, 1-SE-15-102-13-2, 1-SE-16-102-13-2, 1-SE-17-102-13-2, 2-SE-08-102-13-2, 2-SE-09-102-13-2, 2-SE-10-102-13-2, 2-SE-15-102-13-2, 2-SE-16-102-13-2, 2-SE-17-102-13-2, 3-SW-08-102-13-2, 3-SW-09-102-13-2, 3-SW-10-102-13-2, 3-SW-15-102-13-2, 3-SW-16-102-13-2, 3-SW-17-102-13-2, 4-SW-08-102-13-2, 4-SW-09-102-13-2, 4-SW-10-102-13-2, 4-SW-15-102-13-2, 4-SW-16-102-13-2, 4-SW-17-102-13-2, 5-SW-08-102-13-2, 5-SW-09-102-13-2, 5-SW-10-102-13-2, 5-SW-15-102-13-2, 5-SW-16-102-13-2, 5-SW-17-102-13-2, 6-SW-08-102-13-2, 6-SW-09-102-13-2, 6-SW-10-102-13-2, 6-SW-15-102-13-2, 6-SW-16-102-13-2, 6-SW-17-102-13-2, 7-SE-08-102-13-2, 7-SE-09-102-13-2, 7-SE-10-102-13-2, 7-SE-15-102-13-2, 7-SE-16-102-13-2, 7-SE-17-102-13-2, 8-SE-08-102-13-2, 8-SE-09-102-13-2, 8-SE-10-102-13-2, 8-SE-15-102-13-2, 8-SE-16-102-13-2, 8-SE-17-102-13-2, 9-NE-03-102-13-2, 9-NE-04-102-13-2, 9-NE-05-102-13-2, 9-NE-08-102-13-2, 9-NE-09-102-13-2, 9-NE-10-102-13-2, 9-NE-15-102-13-2, 9-NE-16-102-13-2, 9-NE-17-102-13-2



Disposition Abstract

Regina, Saskatchewan - Thursday, October 13, 2022 2:23:03 PM

Disposition Number: MC00012785

Disposition Details

| | |
|--------------------------|---------------|
| Disposition #: | MC00012785 |
| Type: | Mineral Claim |
| Issued Date: | 4/16/2019 |
| Effective Date: | 4/16/2019 |
| Next Review Date: | 4/16/2023 |
| Good Standing To: | 7/15/2023 |
| Staking Date: | |

Validation Summary

| | |
|--------------------------|------------|
| Total Area: | 444.936 Ha |
| In Good Standing: | Yes |

Assessment Work

| | |
|---|------------|
| Effective Date: | 4/16/2019 |
| Date of First Lease: | N/A |
| Applied Work Reqs for Claim Year Ending: | 4/16/2022 |
| Relief from Expenditure Requirements: | No |
| Total Available Expenditures: | \$0.00 |
| Work Requirements: | \$6,674.04 |
| Work Waiting Approval by Branch: | No |

| Sub No. | Decided On | Amt. Approved | Status |
|---------|------------|---------------|--------|
| | | | |

Assigned Owner(s)

| | |
|---|----------|
| North Shore Energy Metals Ltd. | 100.000% |
| Suite 1700, Park Place 666 Burrard St. North Vancouver BC V7R 4P7 Canada | |

Name Change History

No Name Change History

Transfer History

| Transfer | Amount | Date |
|--|----------|------------|
| GEM OIL INC. to SHAUN SPELLISCY | 100.000% | 9/23/2019 |
| SHAUN SPELLISCY to GEM OIL INC. | 100.000% | 11/19/2021 |
| GEM OIL INC. to North Shore Energy Metals Ltd. | 100.000% | 5/18/2022 |

Notice of Dispute Records

No Notice of Dispute Records

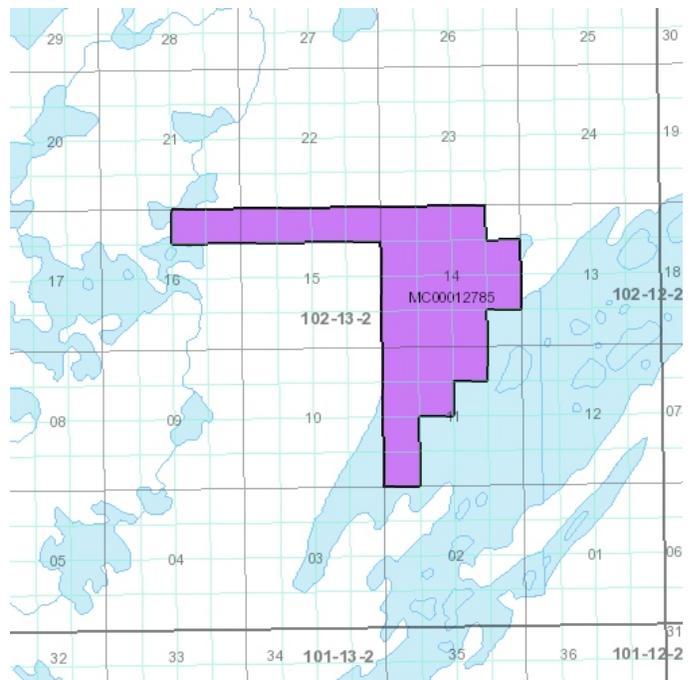
Builders' Lien

No Builder Lien

Work Credit History

| Type | Amount | Frozen? |
|----------------------------|--------------|---------|
| Administrative | \$0.00 | No |
| Work Assessment Allocation | \$6,674.04 | No |
| Annual Work Requirement | \$0.00 | No |
| Annual Work Requirement | (\$6,674.04) | No |
| Annual Work Requirement | (\$6,674.04) | No |
| Deficiency Deposit | \$6,674.04 | No |

Map



Legal Land Description

10-NE-14-102-13-2, 11-NW-11-102-13-2, 11-NW-14-102-13-2, 12-NW-11-102-13-2, 12-NW-14-102-13-2, 13-NW-11-102-13-2, 13-NW-14-102-13-2, 13-NW-15-102-13-2, 14-NW-11-102-13-2, 14-NW-14-102-13-2, 14-NW-15-102-13-2, 15-NE-11-102-13-2, 15-NE-14-102-13-2, 15-NE-15-102-13-2, 15-NE-16-102-13-2, 16-NE-15-102-13-2, 16-NE-16-102-13-2, 2-SE-14-102-13-2, 3-SW-14-102-13-2, 4-SW-11-102-13-2, 4-SW-14-102-13-2, 5-SW-11-102-13-2, 5-SW-14-102-13-2, 6-SW-14-102-13-2, 7-SE-14-102-13-2, 8-SE-14-102-13-2, 9-NE-14-102-13-2



Disposition Abstract

Regina, Saskatchewan - Thursday, October 13, 2022 2:24:57 PM

Disposition Number: MC00012786

Disposition Details

| | |
|--------------------------|---------------|
| Disposition #: | MC00012786 |
| Type: | Mineral Claim |
| Issued Date: | 4/16/2019 |
| Effective Date: | 4/16/2019 |
| Next Review Date: | 4/16/2023 |
| Good Standing To: | 7/15/2023 |
| Staking Date: | |

Validation Summary

| | |
|--------------------------|-------------|
| Total Area: | 1104.637 Ha |
| In Good Standing: | Yes |

Assessment Work

| | |
|---|-------------|
| Effective Date: | 4/16/2019 |
| Date of First Lease: | N/A |
| Applied Work Reqs for Claim Year Ending: | 4/16/2022 |
| Relief from Expenditure Requirements: | No |
| Total Available Expenditures: | \$0.00 |
| Work Requirements: | \$16,569.56 |
| Work Waiting Approval by Branch: | No |

| Sub No. | Decided On | Amt. Approved | Status |
|---------|------------|---------------|--------|
| | | | |

Assigned Owner(s)

| | |
|---|----------|
| North Shore Energy Metals Ltd. | 100.000% |
| Suite 1700, Park Place 666 Burrard St. North Vancouver BC V7R 4P7 Canada | |

Name Change History

No Name Change History

Transfer History

| Transfer | Amount | Date |
|--|----------|------------|
| GEM OIL INC. to SHAUN SPELLISCY | 100.000% | 9/23/2019 |
| SHAUN SPELLISCY to GEM OIL INC. | 100.000% | 11/19/2021 |
| GEM OIL INC. to North Shore Energy Metals Ltd. | 100.000% | 5/18/2022 |

Notice of Dispute Records

No Notice of Dispute Records

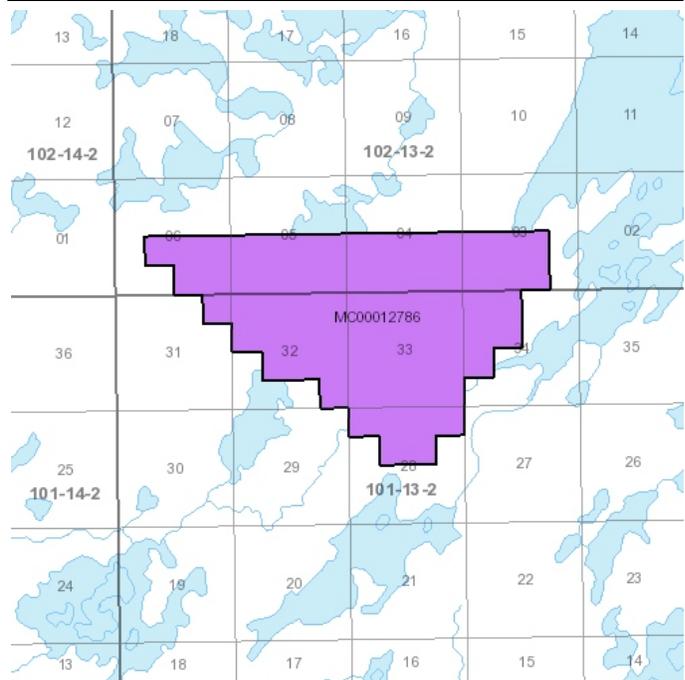
Builders' Lien

No Builder Lien

Work Credit History

| Type | Amount | Frozen? |
|----------------------------|---------------|---------|
| Administrative | \$0.00 | No |
| Work Assessment Allocation | \$16,569.56 | No |
| Annual Work Requirement | \$0.00 | No |
| Annual Work Requirement | (\$16,569.56) | No |
| Annual Work Requirement | (\$16,569.56) | No |
| Deficiency Deposit | \$16,569.56 | No |

Map



Legal Land Description

10-NE-28-101-13-2, 10-NE-32-101-13-2, 10-NE-33-101-13-2, 11-NW-28-101-13-2, 11-NW-32-101-13-2, 11-NW-33-101-13-2, 11-NW-34-101-13-2, 12-NW-32-101-13-2, 12-NW-33-101-13-2, 12-NW-34-101-13-2, 13-NW-28-101-13-2, 13-NW-32-101-13-2, 13-NW-33-101-13-2, 13-NW-34-101-13-2, 14-NW-28-101-13-2, 14-NW-32-101-13-2, 14-NW-33-101-13-2, 14-NW-34-101-13-2, 15-NE-28-101-13-2, 15-NE-32-101-13-2, 15-NE-33-101-13-2, 16-NE-28-101-13-2, 16-NE-31-101-13-2, 16-NE-32-101-13-2, 16-NE-33-101-13-2, 1-SE-04-102-13-2, 1-SE-05-102-13-2, 1-SE-06-102-13-2, 1-SE-32-101-13-2, 1-SE-33-101-13-2, 2-SE-03-102-13-2, 2-SE-04-102-13-2, 2-SE-05-102-13-2, 2-SE-06-102-13-2, 2-SE-33-101-13-2, 3-SW-03-102-13-2, 3-SW-04-102-13-2, 3-SW-05-102-13-2, 3-SW-33-101-13-2, 4-SW-03-102-13-2, 4-SW-04-102-13-2, 4-SW-05-102-13-2, 4-SW-33-101-13-2, 5-SW-03-102-13-2, 5-SW-04-102-13-2, 5-SW-05-102-13-2, 5-SW-33-101-13-2, 5-SW-34-101-13-2, 6-SW-03-102-13-2, 6-SW-04-102-13-2, 6-SW-05-102-13-2, 6-SW-06-102-13-2, 6-SW-32-101-13-2, 6-SW-33-101-13-2, 7-SE-03-102-13-2, 7-SE-04-102-13-2, 7-SE-05-102-13-2, 7-SE-06-102-13-2, 7-SE-32-101-13-2, 7-SE-33-101-13-2, 8-SE-04-102-13-2, 8-SE-05-102-13-2, 8-SE-06-102-13-2, 8-SE-32-101-13-2, 8-SE-33-101-13-2, 9-NE-32-101-13-2, 9-NE-33-101-13-2



Disposition Abstract

Regina, Saskatchewan - Thursday, October 13, 2022 2:23:55 PM

Disposition Number: MC00012787

Disposition Details

| | |
|--------------------------|---------------|
| Disposition #: | MC00012787 |
| Type: | Mineral Claim |
| Issued Date: | 4/16/2019 |
| Effective Date: | 4/16/2019 |
| Next Review Date: | 4/16/2023 |
| Good Standing To: | 7/15/2023 |
| Staking Date: | |

Validation Summary

| | |
|--------------------------|------------|
| Total Area: | 603.906 Ha |
| In Good Standing: | Yes |

Assessment Work

| | |
|---|------------|
| Effective Date: | 4/16/2019 |
| Date of First Lease: | N/A |
| Applied Work Reqs for Claim Year Ending: | 4/16/2022 |
| Relief from Expenditure Requirements: | No |
| Total Available Expenditures: | \$0.00 |
| Work Requirements: | \$9,058.59 |
| Work Waiting Approval by Branch: | No |

| Sub No. | Decided On | Amt. Approved | Status |
|---------|------------|---------------|--------|
| | | | |

Assigned Owner(s)

| | |
|---|----------|
| North Shore Energy Metals Ltd. | 100.000% |
| Suite 1700, Park Place 666 Burrard St. North Vancouver BC V7R 4P7 Canada | |

Name Change History

No Name Change History

Transfer History

| Transfer | Amount | Date |
|--|----------|------------|
| GEM OIL INC. to SHAUN SPELLISCY | 100.000% | 9/23/2019 |
| SHAUN SPELLISCY to GEM OIL INC. | 100.000% | 11/19/2021 |
| GEM OIL INC. to North Shore Energy Metals Ltd. | 100.000% | 5/18/2022 |

Notice of Dispute Records

No Notice of Dispute Records

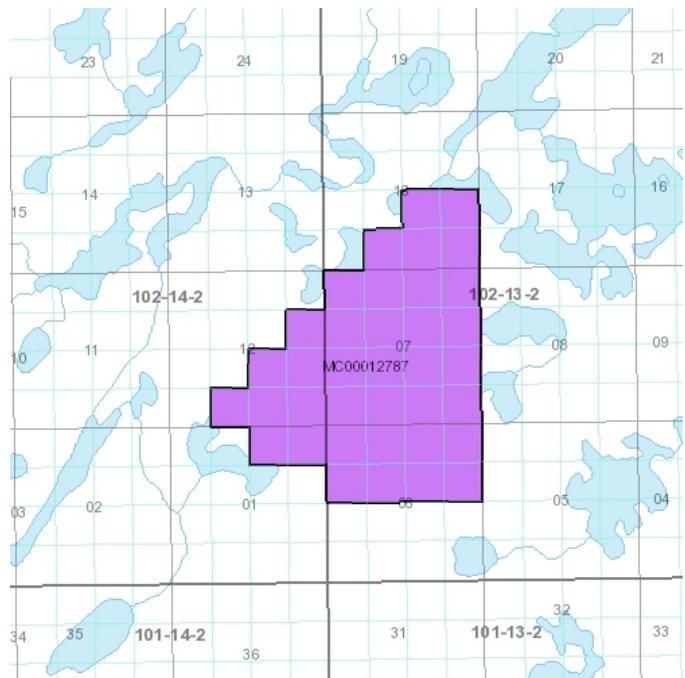
Builders' Lien

No Builder Lien

Work Credit History

| Type | Amount | Frozen? |
|----------------------------|--------------|---------|
| Administrative | \$0.00 | No |
| Work Assessment Allocation | \$9,058.59 | No |
| Annual Work Requirement | \$0.00 | No |
| Annual Work Requirement | (\$9,058.59) | No |
| Annual Work Requirement | (\$9,058.59) | No |
| Deficiency Deposit | \$9,058.59 | No |

Map



Legal Land Description

10-NE-06-102-13-2, 10-NE-07-102-13-2, 11-NW-06-102-13-2, 11-NW-07-102-13-2, 12-NW-06-102-13-2, 12-NW-07-102-13-2, 13-NW-06-102-13-2, 13-NW-07-102-13-2, 14-NW-06-102-13-2, 14-NW-07-102-13-2, 15-NE-01-102-14-2, 15-NE-06-102-13-2, 15-NE-07-102-13-2, 16-NE-01-102-14-2, 16-NE-06-102-13-2, 16-NE-07-102-13-2, 1-SE-07-102-13-2, 1-SE-12-102-14-2, 1-SE-18-102-13-2, 2-SE-07-102-13-2, 2-SE-12-102-14-2, 2-SE-18-102-13-2, 3-SW-07-102-13-2, 3-SW-12-102-14-2, 3-SW-18-102-13-2, 4-SW-07-102-13-2, 5-SW-07-102-13-2, 6-SW-07-102-13-2, 7-SE-07-102-13-2, 7-SE-12-102-14-2, 7-SE-18-102-13-2, 8-SE-07-102-13-2, 8-SE-12-102-14-2, 8-SE-18-102-13-2, 9-NE-06-102-13-2, 9-NE-07-102-13-2, 9-NE-12-102-14-2



Disposition Abstract

Regina, Saskatchewan - Thursday, October 13, 2022 2:25:42 PM

Disposition Number: MC00013898

Disposition Details

| | |
|--------------------------|---------------|
| Disposition #: | MC00013898 |
| Type: | Mineral Claim |
| Issued Date: | 5/4/2020 |
| Effective Date: | 5/4/2020 |
| Next Review Date: | 5/4/2023 |
| Good Standing To: | 8/2/2023 |
| Staking Date: | |

Validation Summary

| | |
|--------------------------|------------|
| Total Area: | 584.460 Ha |
| In Good Standing: | Yes |

Assessment Work

| | |
|---|------------|
| Effective Date: | 5/4/2020 |
| Date of First Lease: | N/A |
| Applied Work Reqs for Claim Year Ending: | 5/4/2022 |
| Relief from Expenditure Requirements: | No |
| Total Available Expenditures: | \$0.00 |
| Work Requirements: | \$8,766.90 |
| Work Waiting Approval by Branch: | No |

| Sub No. | Decided On | Amt. Approved | Status |
|---------|------------|---------------|--------|
|---------|------------|---------------|--------|

Assigned Owner(s)

| | |
|---|----------|
| North Shore Energy Metals Ltd. | 100.000% |
| Suite 1700, Park Place 666 Burrard St. North Vancouver BC V7R 4P7 Canada | |

Name Change History

No Name Change History

Transfer History

| Transfer | Amount | Date |
|--|----------|-----------|
| SHAUN SPELLISCY to GEM OIL INC. | 100.000% | 4/4/2022 |
| GEM OIL INC. to North Shore Energy Metals Ltd. | 100.000% | 5/18/2022 |

Notice of Dispute Records

No Notice of Dispute Records

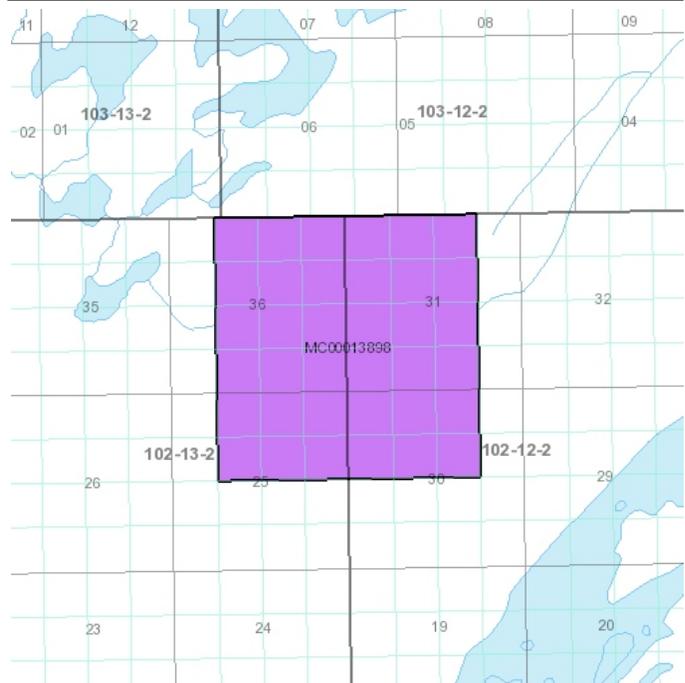
Builders' Lien

No Builder Lien

Work Credit History

| Type | Amount | Frozen? |
|-------------------------|--------------|---------|
| Annual Work Requirement | \$0.00 | No |
| Annual Work Requirement | (\$8,766.90) | No |
| Deficiency Deposit | \$8,766.90 | No |

Map



Legal Land Description

10-NE-25-102-13-2, 10-NE-30-102-12-2, 10-NE-31-102-12-2, 10-NE-36-102-13-2, 11-NW-25-102-13-2, 11-NW-30-102-12-2, 11-NW-31-102-12-2, 11-NW-36-102-13-2, 12-NW-30-102-12-2, 12-NW-31-102-12-2, 13-NW-30-102-12-2, 13-NW-31-102-12-2, 14-NW-25-102-13-2, 14-NW-30-102-12-2, 14-NW-31-102-12-2, 14-NW-36-102-13-2, 15-NE-25-102-13-2, 15-NE-30-102-12-2, 15-NE-31-102-12-2, 15-NE-36-102-13-2, 16-NE-25-102-13-2, 16-NE-36-102-13-2, 1-SE-36-102-13-2, 2-SE-31-102-12-2, 2-SE-36-102-13-2, 3-SW-31-102-12-2, 3-SW-36-102-13-2, 4-SW-31-102-12-2, 5-SW-31-102-12-2, 6-SW-31-102-12-2, 6-SW-36-102-13-2, 7-SE-31-102-12-2, 7-SE-36-102-13-2, 8-SE-36-102-13-2, 9-NE-25-102-13-2, 9-NE-36-102-13-2

**SCHEDULE “C”
MATERIAL CONTRACTS**

Clover Leaf

None.

North Shore

The Material Contracts of North Shore are as follows:

1. The Falcon Option Agreement dated April 14, 2022.
2. The West Bear Option Agreement dated April 18, 2022.
3. Consulting agreement between JBC Ventures Ltd., Juanita Clements, and North Shore dated September 1, 2022.
4. Consulting agreement between JBC Ventures Ltd., Brooke Clements, and North Shore dated October 1, 2022.
5. Contract between Axiom Exploration Group Ltd. and North Shore dated September 16, 2022 for the preparation of two technical reports.
6. Contract between Xcalibur MPH (Canada) Ltd. and North Shore dated August 26, 2022 for airborne geophysical services on the West Bear Property and the Falcon Property.
7. Contract between Condor North Consulting ULC and North Shore dated May 5, 2022 for geophysical interpretation services.
8. Contract between Davidson and Company LLP and North Shore dated December 16, 2022 for an audit of North Shore’s financial information.
9. Contract between Earthfield Technology and North Shore dated November 18, 2022 for geophysical interpretation services.

SCHEDULE "D"
NORTH SHORE SECURITYHOLDER JOINDER AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 202__.

AMONG:

CLOVER LEAF CAPITAL CORP., a company existing under the
British Columbia *Business Corporations Act*

("Clover Leaf")

AND:

NORTH SHORE ENERGY METALS LTD., a company existing under
the British Columbia *Business Corporations Act*

("North Shore")

AND:

**THE NEW NORTH SHORE SECURITYHOLDERS, WHO HAVE
EXECUTED THIS AGREEMENT**

(individually, a "New North Shore Securityholder" and
collectively, the "New North Shore Securityholders")

WHEREAS:

- A. Clover Leaf, North Shore and the Vendors entered into a Share Exchange Agreement dated as of December 19, 2022 (the "**Share Exchange Agreement**");
- B. pursuant to the Share Exchange Agreement, North Shore agreed to obtain the consent of each of the New North Shore Securityholders to the Share Exchange contemplated in the Share Exchange Agreement; and
- C. the New North Shore Securityholder has agreed to provide such consent and to be bound by the terms of the Share Exchange Agreement.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties covenant and agree as follows:

- 1. Unless specifically defined herein or unless the context otherwise requires, terms used herein which are defined in the Share Exchange Agreement shall have the meanings ascribed to such terms in the Share Exchange Agreement.
- 2. On the execution of this Agreement by a New North Shore Securityholder, such New North Shore Securityholder covenants and agrees that:
 - (a) it shall be bound by all of the provisions of the Share Exchange Agreement as if the New North Shore Securityholder was an original party to the Share Exchange Agreement including, without limitation, all representations, warranties and covenants of the Vendors contained therein;

- (b) it hereby irrevocably appoints the Vendors' Representative as its true and lawful attorney in fact, with full power and authority in its name on the undersigned's behalf on the basis set out in Section 2.8 of the Share Exchange Agreement; and
 - (c) it has received a complete copy of the Share Exchange Agreement and that it has read and understands the provisions of the Share Exchange Agreement.
3. This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia.
 4. This Agreement may be executed in several counterparts and evidenced by a PDF copy of an original execution page bearing the signature of each Party, each of which when so executed shall be deemed to be an original, and such counterparts or PDF copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date first above written.

[Remainder of page intentional left blank; signature page follows.]

SCHEDULE "B"
THE PROPERTIES

Falcon Property

Property Description

See attached.

Encumbrances

After the earn-in is complete, the property vendor will be granted a 2% royalty, with North Shore having the option to purchase 1% of the royalty for \$1,000,000.

West Bear Property

Property Description

See attached.

Encumbrances

West Bear - Upon completion of the earn-in, Gem Oil Inc. will be granted a 2% royalty, with North Shore having the option to purchase 1% of the royalty for \$1,000,000.