

## Form 62-103F1

### *Required Disclosure under the Early Warning Requirements*

#### **Item 1 – Security and Reporting Issuer**

##### **1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.**

Northstar Clean Technologies Inc. (the “**Issuer**”)  
7046 Brown Street  
Delta, British Columbia  
V4G 1G8

Series A Preferred Shares of the Issuer (the “**Preferred Shares**”)

##### **1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.**

Not applicable. The Preferred Shares were transferred in a private transaction.

#### **Item 2 – Identity of the Acquiror**

##### **2.1 State the name and address of the acquiror.**

Allmine Paving LLC (“**Allmine**”), a limited liability company existing under the laws of Delaware, is a wholly owned subsidiary of TAMKO Building Products LLC (“**TAMKO**” and together with Allmine, “**Investor**”), a limited liability company existing under the laws of Delaware.

The address of Allmine is 200 Development Dr, Inwood, WV 25428, United States. The address of TAMKO is 198 Four States Drive, Galena, KS 66739-0097, United States.

##### **2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.**

On July 31, 2023, the Issuer issued 29,244,756 Preferred Shares to TAMKO’s wholly owned subsidiary, Allmine, in connection with a private placement transaction (the “**Transaction**”) at a price of C\$0.29 per Preferred Share, for aggregate cash consideration of C\$8,480,979.24, representing 100% of the issued and outstanding Preferred Shares and 18.75% of the issued and outstanding Common Shares on a partially diluted basis, assuming full conversion of the Preferred Shares.

Each Preferred Share is convertible, at the sole option of its holder, at any time and from time to time, into a Common Share on a one-for-one basis. Prior to the Transaction, Investor did not directly or beneficially own any securities of the Issuer.

**2.3 State the names of any joint actors.**

See item 2.1 above.

**Item 3 – Interest in Securities of the Reporting Issuer**

**3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror’s securityholding percentage in the class of securities.**

See item 2.2 above.

**3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.**

See item 2.2 above.

**3.3 If the transaction involved a securities lending arrangement, state that fact.**

Not applicable.

**3.4 State the designation and number or principal amount of securities and the acquiror’s securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.**

See item 2.2 above.

**3.5 State the designation and number or principal amount of securities and the acquiror’s securityholding percentage in the class of securities referred to in Item 3.4 over which**

**(a) the acquiror, either alone or together with any joint actors, has ownership and control,**

See items 2.1 and 2.2 above.

**(b) the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) **the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

Not applicable.

- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

Not applicable.

**State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.**

Not applicable.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

#### **Item 4 – Consideration Paid**

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

See item 2.2 above.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

See item 2.2 above.

**4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

Not applicable.

**Item 5 – Purpose of the Transaction**

**State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:**

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;**
- (f) a material change in the reporting issuer's business or corporate structure;**
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**
- (j) a solicitation of proxies from securityholders;**
- (k) an action similar to any of those enumerated above.**

In connection with the Transaction, and subject to the completion of certain milestones by the Issuer that are tied to milestones set out in the Emissions

Reduction Alberta grant announced by the Issuer on February 13, 2023, Investor will purchase two separate tranches of C\$2,360,000 (US\$1,790,000) each, totaling C\$4,720,000 (US\$3,580,000), (the “**Principal Amount**”) of unsecured convertible debentures (the “**Convertible Debentures**”) with a three year term at 10% interest payable semi-annually in cash or payment-in-kind (subject to TSX Venture Exchange (“**TSXV**”) rules) and convertible into units of the Issuer (the “**Units**”) for no additional consideration at a conversion price equal to the greater of (i) C\$0.29 per Unit or (ii) the minimum price permitted by the policies of the TSXV.

Each Unit will consist of one Common Share in the capital of the Issuer and one-half of one non-transferable Common Share purchase warrant (each whole warrant, a “**Warrant**”). Each Warrant shall entitle the holder thereof to purchase one additional Common Share (each, a “**Warrant Share**”) at a price of the greater of (i) \$0.50 per Warrant Share or (ii) the minimum price permitted by the policies of the TSXV, with such Convertible Debentures containing customary blockers and anti-dilution provisions, until the maturity date, which is 36 months from the date of issuance.

In connection with the Transaction, the Issuer entered into an investor rights agreement with Investor (the “**Investor Rights Agreement**”), which grants certain rights to Investor, including the right to appoint a director to the Issuer’s board of directors, a right to participate in future equity offerings, a top up right in respect of outstanding convertible securities, subject to the terms of the Investor Rights Agreement.

Except for as described herein, Investor has no other plans or intentions that relate to or would result in any of the actions listed in paragraphs (a) through (k) above, but depending on market conditions, general economic conditions and industry conditions, the trading price of the Common Shares, the Issuer’s business and financial condition and prospectus and/or other relevant factor, Investor may develop such plans or intentions in the future.

#### **Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

**Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder’s fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.**

Not applicable.

**Item 7 – Change in Material Fact**

**If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer’s securities.**

Not applicable.

**Item 8 – Exemption**

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

**Item 9 – Certification**

I, as the agent filing this report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

**ALLMINE PAVING LLC**

By: “Prith Gandhi” (signed)  
Authorized Signatory

**TAMKO BUILDING PRODUCTS LLC**

By: “Prith Gandhi” (signed)  
Authorized Signatory