

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 30th day of September, 2024.

AMONG:

JUSTERA HEALTH LTD., a corporation existing under the laws of Ontario, having an office at 1418 West Hastings Street, Vancouver, BC V6G 3J6

("Purchaser")

- and -

PORT NORTH EXTRACTS INC., a corporation existing under the laws of Ontario, having an office at 20 Morisot Avenue, Thornhill, Ontario L4J 9H4

("Port North")

-and-

The common shareholders of Port North listed in the attached Schedule A" (which shareholders, together, if applicable, with any persons that become shareholders of Port North prior to Closing, hereinafter collectively referred to as, the "**Shareholders**", and individually as, a "**Shareholder**")

WHEREAS:

- A. The Shareholders are collectively the legal and beneficial owners of all of the issued and outstanding common shares (the "**Port North Shares**") in the capital of Port North;
- B. The Purchaser has agreed to purchase 100% of the Port North Shares (the "**Purchased Shares**") in exchange for common shares of the Purchaser on the terms and conditions set forth in this Agreement (the "**Transaction**"); and
- C. Each of the Shareholders have delivered to Port North a valid and duly authorized power of attorney irrevocably appointing Port North as its agent and attorney in connection with this Agreement, and authorizing its Porth North to enter into this Agreement, to exercise any decision making authority granted in connection with this Agreement, and to take any actions and sign and deliver any documents contemplated hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) **“Agreement”** means this share exchange agreement and the schedules attached hereto as the same may be supplemented or amended from time to time;
- (b) **“Articles”** means the articles of incorporation, by-laws, and other constating documents.
- (c) **“Applicable Laws”** means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby;
- (d) **“Books and Records”** means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, certificates, contracts, or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (e) **“Business Day”** means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario;
- (f) **“Closing”** means the completion of the Transaction in accordance with the terms and conditions of this Agreement by the Termination Date;
- (g) **“Closing Date”** means the date of Closing, which shall be the third Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or earlier or later date as the Purchaser and Port North may mutually determine;
- (h) **“Common Shares”** means common shares without par value in the capital of the Purchaser;
- (i) **“Concurrent Financing”** means the proposed financing of Port North pursuant to which it may offer up to 30,000,000 units at a price of \$0.02 per unit, with each unit consisting of one Port North Share and one common share purchase warrant of Port North, entitling the holder thereof to acquire one Port North Share at a price of \$0.05 per warrant share for a period of 24 months following the date of issuance;
- (j) **“Contracts”** (individually, a **“Contract”**) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (k) **“Corporate Records”** means the corporate records of a corporation, including (i) its articles, by-laws, or other constating documents, any shareholders agreement or investor rights agreements, and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of Shareholders, register of transfers, and registers of directors and officers; and (iv) all accounting records from incorporation;
- (l) **“CSE”** means the Canadian Securities Exchange, operated by the CNSX Markets Inc.;
- (m) **“Disclosed”** means, in the case of the Shareholders and Port North, fairly disclosed in writing to the Purchaser prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed), and, in the case of the Purchaser,

fairly disclosed in writing to Port North prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed);

- (n) **“Environment”** means all components of the earth, including air (and all layers of the atmosphere), land (and all surface and subsurface soil, underground spaces and cavities, sediment and all land submerged under water) and water (and all surface and underground water), organic and inorganic matter and living organisms. For greater certainty, the interacting natural systems that include components referred to above are included in the definition of “Environment”.
- (o) **“Environmental Laws”** means all applicable laws relating to public health and safety, pollution or the protection of the Environment, including civil responsibility for acts or omissions with respect to the Environment, and all authorizations issued or required to be issued pursuant to such laws;
- (p) **“GAAP”** means generally accepted accounting principles in Canada (and, if applicable, includes International Financial Reporting Standards);
- (q) **“Governmental Authority”** means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, or stock exchange, including the CSE;
- (r) **“IP”** means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (viii) licenses, contacts and agreements otherwise relating to the IP, and (ix) the goodwill symbolized or represented by the foregoing;
- (s) **“laws”** means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and **“law”** means any one of them;
- (t) **“Lien”** means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation;
- (u) **“Port North Shares”** has the meaning set forth in the recitals of this Agreement;

- (v) **“Material Adverse Change”** or **“Material Adverse Effect”** means, with respect to a party, any effect, change, event, development, circumstance or occurrence that, individually or in the aggregate with such other effects, changes, events, developments, circumstances or occurrences is, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise), liabilities (contingent or otherwise), or cash flows of such party, other than any effect, change, event, development, circumstance or occurrence resulting from: (i) general economic, financial, currency exchange, securities or commodity prices in Canada or elsewhere; (ii) in respect to Port North, conditions affecting the Cannabis production or consumer product industry as a whole or, in respect to the Purchaser, the consumer health and wellness industry and not specifically relating to any party, including changes in laws; or and (iii) any adoption, proposed implementation or change in Applicable Law or generally accepted accounting or interpretations thereof that applies to the Party;
- (w) **“Material Contract”** means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$10,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (x) **“material fact”** shall have the meaning ascribed to it in the *Securities Act* (Ontario);
- (y) **“New Port North Shareholder”** has the meaning set forth in Section 2.01;
- (z) **“Non-Resident Shareholders”** means those Shareholders identified in the attached Schedule A” as being non-residents of Canada for the purposes of the Tax Act;
- (aa) **“Payment Shares”** has the meaning set forth in Section 2.02;
- (bb) **“Permits”** means the authorizations, registrations, permits, certificates of approval, approvals, grants, licences, quotas, consents, commitments, rights or privileges (other than those relating to the IP) issued or granted by any Governmental Authority to the Port North or its Subsidiary.
- (cc) **“person”** includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (dd) **“Port North POAs”** has the meaning set out in Section 5.03(c);
- (ee) **“Port North Shares”** has the meaning set forth on the first page of this Agreement;
- (ff) **“Port North Shares”** has the meaning set forth in the recitals;
- (gg) **“Purchased Shares”** has the meaning set forth in the recitals of this Agreement;
- (hh) **“Port North Warrant”** means the common share purchase warrants of Port North, outstanding as of the date of Closing, including those broker warrants issued in connection with the Concurrent Financing;

- (ii) **“Port North’s Financial Statements”** means the management reviewed financial statements for the years ended December 31, 2023, 2022, 2021 and period from May 8, 2020 (date of incorporation) to December 31, 2020.
- (jj) **“Purchaser Financial Statements”** has the meaning set forth in Section 5.01(j);
- (kk) **“Regulation D”** means Regulation D under the U.S. Securities Act;
- (ll) **“Regulation S”** means Regulation S under the U.S. Securities Act;
- (mm) **“Securities Laws”** means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (nn) **“SEDAR+”** means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;
- (oo) **“Shareholders”** and **“Shareholder”** have the respective meanings set forth in the first page of this Agreement;
- (pp) **“Shareholder Intangible Assets Claims”** has the meaning set forth in Article VII(a);
- (qq) **“Shareholder IP”** has the meaning set forth in Article VII(b);
- (rr) **“State and/or Local Cannabis Regulations”** means any criminal, civil or administrative statute, regulation, ordinance, decree, court order or other proclamation having the force of law, enacted, adopted or issued by any state Governmental Authority or local Governmental Authority in the United States pertaining to the criminalization, decriminalization, regulation, or licensing of medical and/or recreational cannabis sales, consumption, cultivation, distribution, or storage;
- (ss) **“State and/or Local Cannabis License”** means any license required by a state or municipality in order to operate a cannabis business or to own or lease property used by a cannabis business with-in that state or municipality’s jurisdiction;
- (tt) **“Tax”** means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers’ compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and **“Taxes”** has a corresponding meaning;

- (uu) **"Tax Act"** means the *Income Tax Act* (Canada);
- (vv) **"Tax Return"** means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments and supplements thereto;
- (ww) **"Termination Date"** means October 31, 2024 or such later date as may be mutually agreed in writing between the Purchaser and Port North (acting on its own behalf and the Shareholders behalf);
- (xx) **"Time of Closing"** means 4:00 p.m. (Toronto time) on the Closing Date, or such other time as the parties may mutually determine;
- (yy) **"Transaction"** has the meaning set forth in the recitals of this Agreement;
- (zz) **"United States"** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (aaa) **"U.S. Person"** means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (bbb) **"U.S. Securities Act"** means the United States Securities Act of 1933, as amended; and
- (ccc) **"U.S. Shareholder"** means (i) a U.S. Person, (ii) any person who receives or received an offer of the Payment Shares while in the United States; (iii) any person acquiring the Payment Shares on behalf of, or for the account or benefit of any U.S. Person or any person in the United States, or (iv) any person who is or was in the United States at the time when such person executed or delivered this Agreement.

1.02 **Currency**

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 **Interpretation Not Affected by Headings, etc.**

The division of this Agreement into Articles, Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Appendix refers to the specified Article or Section of, or Schedule or Appendix to this Agreement.

1.04 **Number, etc.**

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 **Date for Any Action**

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

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

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or GAAP, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of Young Cho Lee, Chief Executive Officer and Paul Haber, Chief Financial Officer of the Purchaser, without personal liability, together with the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing his duties for the Purchaser or any one of them, including after having reviewed all records, documents and other information in his or her possession or under his control which could be regarded as reasonably relevant to the matter and after having made appropriate enquiries of the senior personnel of the Corporation.
- (b) Any reference herein to “the knowledge of Port North” (or similar expressions) will be deemed to mean the actual knowledge of Joshua Herman, Chief Executive Officer, together with the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing his duties for the Purchaser or any one of them, including after having reviewed all records, documents and other information in his or her possession or under his control which could be regarded as reasonably relevant to the matter and after having made appropriate enquiries of the senior personnel of the Corporation.
- (c) Any reference herein to “the knowledge of the Shareholder” (or similar expressions) will be deemed to mean the actual knowledge of the applicable Shareholder, together with the knowledge that each such person would reasonably be expected to obtain in the course of diligently performing his duties for the Purchaser or any one of them, including after having reviewed all records, documents and other information in his or her possession or under his control which could be regarded as reasonably relevant to the matter and after having made appropriate enquiries of the senior personnel of the Corporation.

1.09 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement, and must be completed and attached before the Closing Date for this Agreement to be fully-integrated and thereafter enforceable by or against either Party:

<u>Schedule</u>	<u>Description</u>
Schedule A	Shareholders of Port North
Schedule B	U.S. Representation Letter for U.S. Shareholders

ARTICLE II PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees, on its own behalf, to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from each Shareholder 100% of the number of Port North Shares which are beneficially owned by each Shareholder at the Time of Closing. As of the date of this Agreement, the number of Port North Shares which are beneficially owned by each Shareholder is the number set forth opposite the name of such Shareholder as set out in Schedule A" attached hereto.

2.02 Purchase Price

In consideration for the acquisition of the Purchased Shares, the Purchaser shall issue from treasury to the Shareholders pro rata in proportion to their holdings of Purchased Shares at the Time of Closing, an aggregate of 80,000,000 Common Shares, free and clear of any encumbrances (the "**Payment Shares**"). To the extent a Port North Shareholder is to receive a fractional Payment Share, that entitlement shall be rounded down to the nearest whole number and no consideration shall be payable therefore. The Payment Shares are being issued at a deemed value of \$0.02 per Payment Share.

2.03 Adjustment of Warrants

Each Port North Warrant held by any of the Shareholders at Closing will be cancelled and exchanged for a common share purchase warrant of the Purchaser entitling the holder thereof to purchase an equal number of Common Shares at a price of \$0.05 during the same term as set out in the original certificate representing the Port North Warrant, and subject to the terms and conditions set out in the form of warrant certificate to be agreed to by the Purchaser and Port North, acting reasonably.

2.04 Tax Election

The Purchaser agrees that, at the request and expense of any Shareholder who is resident in Canada for the purposes of the Tax Act, the Purchaser shall jointly elect with the Shareholder for the provisions of subsection 85(1) or (2) of the Tax Act and any equivalent provision under provincial legislation (each a "**Tax Election Provision**") to apply to the Purchased Shares acquired by the Purchaser from the Shareholder. In order to make any such election, the Shareholder shall prepare any prescribed election form (each a "**Tax Election Form**") and deliver any such Tax Election Form to the Purchaser within 90 days of the Closing Date. Upon receipt, the Purchaser shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Shareholder by mail using the address that the Shareholder provided to the Purchaser in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Shareholder making the request to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. The Purchaser shall not be liable for any damages arising to a Shareholder for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or under provincial legislation or any other amount whatsoever which may be or become payable by Shareholders including, without limiting the generality of the foregoing, any Tax resulting from or arising as a consequence of the sale by Shareholders to the Purchaser of the Purchased Shares herein contemplated, or the availability (or lack thereof) of any Tax Election Provision, or the content or impact of any election made under any Tax Election Provision.

2.05 Restrictions on Resale

Each of the Shareholders acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance of the Payment Shares, in exchange therefor, will be made pursuant to appropriate exemptions, including (but not limited to) the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions* (the “**Exemptions**”) from any applicable take-over bid and registration and prospectus (or equivalent) requirements of the Securities Laws;
- (b) as a consequence of acquiring the Payment Shares pursuant to the Exemptions:
 - (i) the Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;
 - (iv) there is no government or other insurance covering the Payment Shares; and
 - (v) an investment in the Payment Shares is speculative and of high risk;
- (c) the certificates representing the Payment Shares will bear such legends as required by Securities Laws and or the CSE and it is the responsibility of the Shareholder to find out what those restrictions are and to comply with them before selling the Payment Shares; and
- (d) the Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the Purchased Shares and the issuance of the Payment Shares and which may impose restrictions on the resale of such Payment Shares in that jurisdiction and it is the responsibility of the Shareholder to find out what those resale restrictions are, and to comply with them before selling the Payment Shares.

ARTICLE III CONDITIONS OF CLOSING

3.01 Mutual Conditions of Closing

The obligations to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) there being no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or Port North or that could reasonably be expected to impose any condition or restriction upon the Purchaser or Port North which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (b) there being no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, materially adversely affects or is reasonable likely to Materially Adversely Effect the Transaction;

- (c) receipt of all required regulatory, corporate and third party approvals including the approval of the CSE, the shareholders of Port North (if applicable), and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction;
- (d) neither party being subject to unresolved litigation or court proceedings;
- (e) the CSE not having objected to listing the Payment Shares on the CSE upon completion of the Transaction within five days of the Purchasers submission of the CSE Form 9 - *Notice of Issuance or Proposed Issuance of Listed Securities*;
- (f) there being no prohibition at law against the completion of the Transaction; and
- (g) the Closing Date being on or before the Termination Date.

The foregoing conditions precedent are for the benefit of all parties and may be waived by Port North, the Shareholders or by the Purchaser, in whole or in part, without prejudice to any party's right to rely on any other condition in favour of any party.

3.02 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Shareholders and Port North having tendered all closing deliveries set forth in Sections 4.03 and 4.04, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Purchased Shares to the Purchaser acceptable to the Purchaser, acting reasonably;
- (b) neither Port North nor any of the Shareholders having violated Sections 6.01, 6.03, and 6.04 as applicable;
- (c) the representations and warranties of Port North set forth in this Agreement being and correct as of the date hereof and being true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of Port North's senior officers to this effect having been delivered to the Purchaser;
- (d) all of the terms, covenants and conditions of this Agreement being complied with or performed by Port North at or before the Time of Closing will have been complied with or performed in all material respects and a certificate of one of Port North's senior officers to this effect having been delivered to the Purchaser;
- (e) the representations and warranties of the Shareholders set forth in this Agreement being true and correct in all material respects as of the date hereof and being true and correct in all material respects as of the Time of Closing and delivery by each Shareholders of the documents described in Section 4.04 required to be delivered by such Shareholders constituting a reaffirmation and confirmation by such Shareholders of such representations and warranties;
- (f) all of the material terms, covenants and conditions of this Agreement being complied with or performed by the Shareholders at or before the Time of Closing being complied with or

performed in all material respects and delivery of the documents described in Section 4.04 constituting confirmation of such compliance and performance;

- (g) all material consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities (including, to the extent it is provided, the CSE) or other persons to permit the completion of the Transaction being obtained;
- (h) there being no inquiry or investigation (whether formal or informal) in relation to Port North or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that, in the opinion of the Purchaser, the outcome of such inquiry or investigation could have a Material Adverse Effect on, Port North, its business, assets or financial condition;
- (i) the completion of the Transaction not being classified as a “Fundamental Change” or “Change of Business” for the Purchaser pursuant to the policies of the CSE;
- (j) there being no other issued and outstanding securities in the capital of Port North other than the Purchased Shares and the Port North Warrants, except those securities which have been issued with the prior written consent of Justera, including for greater certainty, those to be issued in connection with the Concurrent Financing;
- (k) Port North completing the Concurrent Financing and Port North having a minimum cash balance of \$150,000 at Closing;
- (l) Closing having occurred not later than the Termination Date; and
- (m) there having not been after the date of this Agreement, any Material Adverse Effect with respect to Port North.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser’s right to rely on any other condition in favour of the Purchaser.

3.03 Conditions of Closing in Favour of Port North and the Shareholders

The obligations of Port North and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser having tendered all closing deliveries set forth in Section 4.02;
- (b) all consents, waivers, permits, orders and approvals of all Governmental Authorities (including, to the extent it is provided, the CSE) or other persons and, if applicable, having been obtained;
- (c) the Purchaser having not violated Sections 6.02 and 6.01;
- (d) the representations and warranties of the Purchaser set forth in this Agreement having been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect being delivered to Port North;
- (e) all of the material terms, covenants and conditions of this Agreement being complied with or performed by the Purchaser at or before the Time of Closing having been complied

with or performed and a certificate of a senior officer of the Purchaser to this effect being delivered to Port North;

- (f) there having not been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;
- (g) the Payment Shares having been approved for issuance by the directors of the Purchaser, and upon issuance, will be issued as fully paid and non-assessable common shares in the capital of the Purchaser, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature, except those arising under applicable securities laws;
- (h) there being no other issued and outstanding securities in the capital of the Purchaser except for 160,805,583 Common Shares; and
- (i) there being no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its respective directors or officers commenced or threatened by any securities commission or official of the CSE or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on, the Purchaser, its business, assets or financial condition.

The foregoing conditions precedent are for the benefit of Port North and the Shareholders and may be waived by Port North (on its own behalf and on behalf of the Shareholders), in whole or in part, without prejudice to Port North's and the Shareholders' right to rely on any other condition in favour of Port North and the Shareholders.

3.04 Notice and Cure Provisions

Each party will give prompt notice to the other parties hereto 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 or would be likely to:

- (a) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VIII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 3.01, 3.02, or 3.03, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE IV CLOSING AND POST CLOSING ARRANGEMENTS

4.01 Time and Place of Closing

Closing of the Transaction shall take place virtually through the electronic exchange of documents and signatures between the Purchaser and Port North's counsel at the Time of Closing, subject to satisfaction (or waiver by the party entitled to waive such conditions) of the conditions to Closing set forth in Article III (excluding conditions that, by their terms, cannot be satisfied until the Closing) or at such other place as may be agreed upon in writing between the parties.

4.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) share certificates (or DRS) evidencing the Payment Shares;
- (b) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the by-laws and articles of the Purchaser (and all amendments thereto as in effect as on such date); and (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares;
- (c) the officer's certificates referred to in Sections 3.03(d) and 3.03(e);
- (d) a receipt for payment of the Purchased Shares payable pursuant to Section 2.02; and
- (e) a certificate of good status for the Purchaser, dated no more than two Business days prior to Closing.

4.03 Closing Deliveries of Port North

At the Time of Closing, Port North will deliver or cause to be delivered:

- (a) a certificate of a senior executive officer of Port North, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the articles and by-laws of Port North (and all amendments thereto as in effect as on such date); and (ii) all resolutions of the board of directors of Port North approving the entering into of this Agreement and the completion of the Transaction;
- (b) a certificate of a senior officer of Port North, dated as of the Closing Date, certifying a copy of the Central Securities Register of Port North confirming the Purchaser as the sole shareholder of Port North;
- (c) a certificate of a senior officer of Port North, dated as of the Closing Date certifying a true copy of the Port North POA (as defined herein);
- (d) certificates representing the Purchased Shares duly endorsed in blank for transfer to Purchaser (or accompanied by irrevocable stock transfer powers duly executed in blank) by the holders of record;
- (e) the senior executive officer's certificates referred to in Sections 3.02(c) and 3.02(d);
- (f) resolutions consented to in writing by the board of directors of Port North appointing the nominees of the Purchaser as directors of Port North, such that upon Closing Port North's board of directors be comprised solely of Josh Herman and the nominees of the Purchaser;
- (g) a receipt for payment of the Payment Shares payable pursuant to Section 2.02;
- (h) consents of all third parties required to be obtained by Port North to ensure that all Material Agreements and material IP remain with Port North upon completion of the Transaction;
- (i) a certificate of good status for Port North, dated no more than two Business days from Closing; and

- (j) all other documents reasonably requested to be delivered by the Purchaser.

4.04 Closing Deliveries of the Shareholders

At the Time of Closing, each of the Shareholders will cause to be delivered:

- (a) with respect to each Shareholder, share certificates evidencing the Purchased Shares owned by such Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;
- (b) with respect to U.S. Shareholders, the U.S. Representation Letter attached hereto as Schedule B"; and
- (c) if required by the CSE to be delivered by such Shareholder, an escrow agreement in a form satisfactory to the CSE, among the Purchaser, an escrow agent and such Shareholders as may be required by the CSE to be parties thereto, duly executed by such Shareholders.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of each of the Shareholders and Port North as follows, and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of Ontario and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary; all of Purchaser's constitutional documents, including articles of incorporation or similar have been Disclosed to the other parties;
- (b) the Purchaser is a "**reporting issuer**" in the provinces of British Columbia and Ontario and is not in material default of the Securities Laws;
- (c) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (e) the Common Shares are listed for trading on the CSE and the Purchaser, to its knowledge, is not in material default of any of the listing requirements of the CSE;
- (f) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a material breach or violation of the Articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or

creation of an encumbrance upon any material agreement (including any Purchaser Material Contract), licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, provided such conflict could not reasonably be expected to have a Material Adverse Effect on the Purchaser, (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser; provided that such violation could not reasonably be expected to have a Material Adverse Effect on the Purchaser;

- (g) the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof, 160,805,583 Common Shares are issued and outstanding as fully paid and non-assessable; as of the date hereof, 3,500,000 securities convertible into Common Shares;
- (h) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;
- (i) other than as set out in Section 5.01(g), there are no other Common Shares or securities convertible, exercisable or exchangeable into Common Shares or preferred shares issued or outstanding;
- (j) the audited financial statements of the Purchaser for the year ended December 31, 2023 and the unaudited interim financial statements for the six-month period ended June 30, 2023 (collectively, the “**Purchaser Financial Statements**”), copies of which have been filed publicly with the British Columbia and Ontario Securities Commissions and are available on SEDAR+, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of the Purchaser for the periods then ended and the Purchaser Financial Statements have been prepared in accordance with GAAP applied on a consistent basis;
- (k) to the knowledge of the Purchaser, no information has come to the attention of the Purchaser since the last date of the most recently issued Purchaser Financial Statements that would or would reasonably be expected to require any restatement or revisions of any such financial statements;
- (l) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (m) there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;
- (n) no bankruptcy, insolvency or receivership proceedings have been instituted by the Purchaser or, to the knowledge of the Purchaser, are pending against the Purchaser; the

Purchaser is able to pay its debts as they fall due; the Purchaser is not insolvent or at the risk of insolvency in accordance with the Applicable Laws; and

- (o) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in material compliance with all Applicable Laws and with the Articles of the Purchaser.

5.02 Representations and Warranties of the Shareholders

Each of the Shareholders, on its own behalf and not on behalf of any other Shareholders, hereby severally (and, for greater certainty, not jointly with any other Shareholders) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered by the Shareholder pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholders and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholders, enforceable against the Shareholders in accordance with its terms;
- (b) if the Shareholders is not an individual, the Shareholders is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) each of Shareholder has executed and delivered a valid and duly authorized Port North POA, authorizing Port North to enter into this Agreement and carry out the transaction contemplated herein on its behalf;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the Shareholders is not an individual, result in a breach or violation of the Articles or by-laws (or the jurisdictional equivalent) of the Shareholders (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholders, or (ii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholders;
- (e) the Shareholder is (or will be) the registered and beneficial owner of that number of Port North Shares as the case may be, set forth opposite the Shareholder's name in Schedule A" (such common shares comprising part of the Purchased Shares), free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (f) other than the Port North Warrants and Port North's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares held or beneficially owned by the Shareholder and none of such common shares of Port North are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such common shares of Port North;
- (g) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholders in connection with the execution and delivery of this Agreement or the consummation by the Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are

contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;

- (h) except for the Non-Resident Shareholders, the Shareholder is not a “non-resident” of Canada within the meaning of the Tax Act;
- (i) unless the Shareholder is a U.S. Shareholder and has completed and delivered a U.S. Representation Letter for U.S. Shareholders in the form attached hereto as Schedule B” (in which case the Shareholder makes the representations, warranties and covenants therein):
 - (i) the offer to purchase the Shareholder’s Purchased Shares was not made to the Shareholder when either the Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;
 - (ii) the Shareholder is not a U.S. Person, is not in the United States and is not acquiring the applicable Payment Shares on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States;
 - (iii) at the time this Agreement was executed and delivered by the Shareholder, the Shareholder was outside the United States;
 - (iv) if the Shareholder is a corporation or entity, (A) a majority of the Shareholder’s voting equity is beneficially owned by persons resident outside the United States; and (B) the Shareholder’s affairs are wholly controlled and directed from outside of the United States;
 - (v) the Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Payment Shares in the United States, except in compliance with the U.S. Securities Act; and
 - (vi) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme by the Shareholder to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws;
- (j) Non-Resident Shareholders represent, warrant and/or acknowledge, as applicable, that:
 - (i) the Payment Shares issuable hereunder have not been and will not be registered under the securities laws of any foreign jurisdiction and that the issuance of the Payment Shares pursuant to the terms of this Agreement is being made in reliance on applicable exemptions; and
 - (ii) the receipt of the Payment Shares by Non-Resident Shareholders does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of Purchaser;
- (k) except in connection with the Concurrent Offering, the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Port North or the Purchaser; and

- (l) to the knowledge of the Shareholder, no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.03 Representations and Warranties of Port North

Port North represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) Port North is a corporation validly existing and in good standing under the laws of the jurisdiction of incorporation and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) Port North has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder to own and lease its property, and to carry on its businesses as now being conducted;
- (c) Port North has received a valid and duly authorized power of attorney from each Shareholder irrevocably appointing Port North as its agent and attorney to enter into this Agreement, to take any action that is required under the Agreement, to exercise any decision making authority granted in connection with this Agreement, or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Payment Shares) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction (each, a "**Port North POA**");
- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Port North and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Port North, enforceable against Port North in accordance with its terms;
- (e) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the Articles or by-laws of Port North or of any resolutions of the directors or shareholders of Port North, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Port North Material Contract), license or permit to which Port North is a party or by which Port North is bound or to which any material assets or property of Port North is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to Port North;
- (f) the authorized capital of Port North consists of an unlimited number of common shares, of which, as of the Closing Date 80,000,000 Port North Shares will be issued and outstanding as fully paid and non-assessable shares and up to 7,500,000 Port North Warrants are or will be outstanding and nil stock options are or will be outstanding;
- (g) other than as set out in Section 5.03(f), there are no other common shares of Port North or securities convertible, exercisable or exchangeable into common shares or preferred shares issued or outstanding;

- (h) except as otherwise described herein, Port North does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Port North does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (i) other than the holders of the Port North Warrants, no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Port North;
- (j) Port North is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (k) Port North has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (l) this Agreement and those other agreements Disclosed (the “**Port North Material Contracts**”) and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Material Contracts of Port North. Each of the Port North Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Port North has not violated or breached, in any material respect, any of the terms or conditions of any Port North Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (m) there are no material waivers, consents, notices or approvals required to be given or obtained by Port North in connection with the Transaction and the other transactions contemplated by this Agreement under any Material Contract to which Port North is a party;
- (n) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Port North is required to be obtained by Port North in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Port North from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Port North;
- (o) there is no suit, action or proceeding or, to the knowledge of Port North, pending or threatened against Port North that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Port North, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Port North causing, or which could reasonably be expected to cause, a Material Adverse Effect on Port North;

- (p) no bankruptcy, insolvency or receivership proceedings have been instituted by Port North or, to the knowledge of Port North, are pending against Port North;
- (q) Port North has good and marketable title to its properties and assets (other than property or an asset as to which Port North is a lessee, in which case it has a valid leasehold interest) and IP, except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Port North;
- (r) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Port North of any of its assets or property;
- (s) Port North has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Port North, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (t) Port North has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by Port North in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to Port North are true, complete and correct, report all income and all other amounts and information required to be reported thereon and disclose any Tax required to be paid for the periods covered thereby. Port North has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;
- (u) except as Disclosed, there are no audits, reassessments or other proceedings in progress or, to the knowledge of Port North, threatened against Port North, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and Port North is not aware of any contingent liability of Port North for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and Port North has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;
- (v) Port North has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by Port North;
- (w) Port North has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Port North of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Port North;
- (x) Port North has no employees and Port North is not a party to any employment, management or consulting agreement of any kind whatsoever;
- (y) no current or former employee, officer or director of Port North is entitled to a severance, termination or other similar payment as a result of the Transaction;

- (z) the Corporate Records of Port North are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of Port North;
- (aa) all Books and Records of Port North have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (bb) except as Disclosed, Port North has no material IP and there are no Contracts that are material to the business and operations of Port North as presently conducted under which Port North licenses any IP from a third party; and
- (cc) Port North is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of Port North listed or quoted on any stock exchange or electronic quotation system.
- (dd) except as disclosed in Port North's Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to Port North;
- (ee) except as disclosed in Port North's Financial Statements, Port North is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (ff) since December 31, 2023 or as except as Disclosed, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of Port North;
- (gg) Port North is not a party to any agreement or understanding that cannot be complied with or carried out by it without excessive and unjustified financial expenses or labor effort or is not at an arm's length;
- (hh) Cannabis Regulations.
 - (i) State and/or Local Cannabis Regulations. Neither Port North, nor any officer, manager or employee of Port North (to the extent such person is acting on behalf of Port North), has violated or is in violation of any State and/or Local Cannabis Regulations which could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.
 - (ii) Criminal History. To the Knowledge of Port North, no officer, manager or employee of Port North has any criminal history which would disqualify Port North from receiving a State and/or Local Cannabis License.
 - (iii) Cannabis Compliance. Port North believes in good faith that it has adopted and implemented, written policies and procedures that are reasonably designed to ensure that Port North is in compliance with all applicable current State and/or Local Cannabis Regulations.
 - (iv) Investigations and Proceedings. Port North is not the subject of any actual or, to Port North's Knowledge, threatened criminal, administrative, or regulatory investigation, action, or proceeding with respect to an alleged violation of State and/or Local Cannabis Regulations.
- (ii) Intellectual Property:

- (i) Port North or its Subsidiary own or possesses sufficient legal rights to all IP necessary for or used in its business. To the knowledge of Port North and the Shareholders, all of Port North's and Subsidiary's owned IP which has been registered or applied for has been properly maintained in accordance with all applicable Laws and has not been used or enforced, or failed to be used or enforced, in a manner that would result in the abandonment, cancellation or unenforceability of any rights in such IP.
 - (ii) To the knowledge of Port North, the operation of the business does not infringe upon the IP rights of any person. To the knowledge of Port North, neither Port North nor the Subsidiary has received written notification of any asserted or threatened claim alleging that the conduct of the business, including the use of the IP owned by, licensed to or used by Port North, infringes upon any of the IP rights of any person. To the knowledge of Port North, there are no valid grounds for any such bona fide claims alleging infringement of any IP rights of Port North.
 - (iii) To the knowledge of the Shareholders, no person is currently infringing any of the IP owned by, licensed to or used by Port North or the Subsidiary.
- (jj) Environmental and Other Matters.
- (i) To the knowledge of Port North, there is no basis on which Port North or the Subsidiary would receive any, notices, orders or directions relating to environmental matters requiring, or notifying Port North or the Subsidiary that it is or may be responsible for, any containment, clean-up, remediation or corrective action or any work, repairs, construction or capital expenditures to be made under Environmental Laws with respect to its real property, whether owned or leased, or otherwise on the stated understanding that neither Port North or the Subsidiary has ever done any testing or investigation as to the environmental condition of the property. Port North nor the Subsidiary has received any oral or written notice of any non-compliance with any Environmental Laws, and neither Port North nor the Subsidiary has ever been the subject of any civil proceedings in respect of, nor has it been convicted of any offence for non-compliance with any Environmental Laws or been fined or otherwise sentenced or settled such prosecution short of conviction.
- (kk) Compliance with Laws, Permits
- (i) Neither Port North nor the Subsidiary, directly or indirectly, has any business operations, of any kind, in jurisdictions where cannabis is not legal including, without limitation, the United States;
 - (ii) Neither Port North, the Subsidiary nor, to the knowledge of Port North, any representative has cultivated, produced or imported or has any current intention to cultivate, produce or import any cannabis or cannabinoid product for commercial purposes or has otherwise engaged, or has any current intention to otherwise engage, in any direct or indirect dealings or transactions in or to the United States, its territories and possessions, any state of the United States or any other federal, provincial, state, municipal, local or foreign jurisdiction where such activity is illegal;
 - (iii) Port North has instituted and maintained policies and procedures reasonably designed to ensure that Port North does not carry on any activities in, or distribute any products to, any jurisdiction where such activities or products are not fully in compliance with all applicable Laws; and

- (iv) Copies of all Permits have been provided to the Purchaser. Other than as Disclosed, the Permits are the only authorizations, registrations, permits, approvals, grants, licences, quotas, consents, commitments, rights or privileges required to enable Port North and the Subsidiary to carry on the business and to enable it to own, lease and operate its assets. All Permits are valid, subsisting, in full force and effect and unamended, and neither Port North nor the Subsidiary is in default or breach of any Permit; no proceeding is pending or, to the knowledge of Port North, threatened to revoke or limit any Permit, and the completion of the transactions contemplated by this Agreement will not result in the revocation of any Permit or the breach of any term, provision, condition or limitation affecting the ongoing validity of any Permit.

5.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 12 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 12-month period.

ARTICLE VI COVENANTS

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under 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 applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, the Purchaser and Port North shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;
- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; neither the Purchaser nor Port North will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any

materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;

- (e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction; and
- (f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement.

6.02 Covenants of the Purchaser

The Purchaser covenants and agrees with each of the Shareholders and Port North that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VIII, it will:

- (a) in a timely and expeditious manner:
 - (i) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
 - (ii) file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the CSE in connection with the Transaction as contemplated herein after the Closing;
- (b) not solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of the Purchaser, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event the Purchaser, including any of its officers or directors, receives any form of offer or inquiry, the Purchaser shall forthwith (in any event within one business day following receipt) notify Port North of such offer or inquiry and provide Port North with such details as it may request;
- (c) to make available and afford Port North and its authorized representatives and, if requested by Port North, provide a copy of all material documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to the Purchaser. The Purchaser will afford Port North and its authorized representatives every reasonable opportunity during normal business hours to have access to the Purchaser's property, assets, undertaking, records and documents. At the request of Port North, the Purchaser will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of the Purchaser's business and any of its property or to enable Port North or its authorized representatives to obtain full access to all files and records relating to any of the assets of the Purchaser maintained by governmental or other public authorities. The obligations in this Section 6.02(c) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a

confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Port North under this Section 6.02(c) will not mitigate or otherwise affect the representations and warranties of the Purchaser hereunder;

- (d) to the extent necessary, make application to the CSE and diligently pursue the approval of the Transaction (including the obligation of the Purchaser to issue the Payment);
- (e) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to Port North (on behalf of itself and the Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (f) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are 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 Transaction as contemplated herein, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or Port North before any Governmental Authority to the extent permitted by such authorities; and
 - (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (g) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (h) not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;
- (i) not allot, issue, redeem, cancel or purchase any shares or other securities of the Purchaser, except pursuant to already existing convertible securities of Purchaser, or grant any option to subscribe for the same;
- (j) not to issue any debt, equity, or other securities without prior written approval of Port North, such approval not to be unreasonably withheld, except in connection with any options, warrants or other rights outstanding as at the date hereof or pursuant to Port North's stock option plan;

- (k) except as permitted or contemplated herein, not to enter into any transaction or Material Contract not in the ordinary course of business and not to engage in any business enterprise or activity different from that carried on as of the date hereof, unless written approval of Port North is obtained; and;
- (l) not incur or assume any Borrowings, or vary the terms of any Borrowings, or (except in the ordinary course of business) make any payments out of, or drawings on, its bank account(s) except in the ordinary course of business;
- (m) not declare, make or pay any dividend or other distribution;
- (n) not make any loan or advance to any person, except in the ordinary course of business or as is agreed to by Port North in writing;
- (o) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the Shareholders; and
- (p) subject to the provisions hereof, to cooperate fully with Port North and to use all reasonable commercial efforts to assist Port North in its efforts to complete the Transaction, unless such cooperation and efforts would subject the Purchaser to liability or would be in breach of applicable statutory and regulatory requirements.

6.03 Covenants of Port North

Port North covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VIII, it will:

- (a) not to solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Port North, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event, Port North, including any of its officers or directors, receives any form of offer or inquiry, Port North shall forthwith (in any event within one business day following receipt) notify the Purchaser of such offer or inquiry and provide the Purchaser with such details as it may request;
- (b) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Port North will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by Port North in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

- (c) to make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Port North. Port North will afford the Purchaser and its authorized representatives reasonable opportunity to have reasonable access to Port North's property, assets, undertaking, records and documents. At the request of the Purchaser, Port North will execute or cause to be executed such consents, authorizations and directions as necessary to permit any inspection of Port North's business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of Port North maintained by governmental or other public authorities. The obligations in this Section 6.03(c) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance Port North will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 6.03(c) will not mitigate or otherwise affect the representations and warranties of Port North hereunder;
- (d) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are 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 Transaction, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Port North or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and
 - (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (e) subject to Applicable Laws or as authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (f) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and Port North will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;
- (g) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or notice of articles as the same exist at the date of this Agreement;

- (h) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares;
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares;
 - (iv) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of Port North (including those that are convertible or exchangeable into securities of Port North), other than as contemplated under this Agreement; and
- (i) not to issue any debt, equity, or other securities without the prior written approval of the Purchaser, except for as disclosed herein or in connection with the Concurrent Financing;
- (j) not to borrow money or incur any indebtedness for money borrowed, except as agreed to by the Purchaser in writing;
- (k) use its reasonable commercial efforts to cause all shareholders of Port North to vote in favour of the Transaction and related matters, and not to take any action contrary to, or in opposition to the Transaction; and
- (l) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

6.04 Covenants of the Shareholders

Each of the Shareholders, on its own behalf, covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VIII, it will:

- (a) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are 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 Transaction, including using commercially reasonable efforts to:
 - (i) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction; and
 - (ii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction;
- (b) subject to Applicable Laws or as otherwise authorized by this Agreement, not take any action, refrain from taking any action, or permit any action to be taken or not taken,

- inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (c) if the Shareholder is a corporation or entity, take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser; and
 - (d) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all Liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

ARTICLE VII INTELLECTUAL PROPERTY AND INTANGIBLE ASSETS

For the purpose of this Article VII, the following terms shall have the following meanings:

- (a) **“Shareholder Intangible Assets”** means all intangible assets provided by the Shareholders to Port North, including but not limited to, any claim or entitlement which a Shareholder may have to any of the following:
 - (i) Shareholder IP Claims (as later defined);
 - (ii) Operational know-how, experience, and guidance;
 - (iii) Financial know-how, experience and guidance; and
 - (iv) All other general business efficacy required to operate a profitable retail cannabis store.
- (b) For greater certainty, Port North and the Shareholders expressly acknowledge and agree that any Shareholder Intangible Assets and IP developed by a Shareholder in connection with the business of Port North (the **“Shareholder IP”**) has been transferred to Port North and is currently owned solely by Port North, and if not, such Shareholder agrees to immediately and irrevocably transfer such Shareholder IP to the Purchaser.

ARTICLE VIII TERMINATION

8.01 Termination

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

- (a) by mutual written consent of the Purchaser and Port North (on its own behalf and behalf of the Shareholders);
- (b) by either Port North or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 8.01(b) shall not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;
- (c) by the Purchaser, if there has been a material breach by Port North or the Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to

satisfy one or more of the conditions set forth in Section 3.01 which Port North or the Shareholders, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;

- (d) by Port North if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.03 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by Port North; and
- (e) by the Purchaser or Port North, if any permanent injunction, a Regulatory Body (including the CSE), other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

8.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Article IX and in Sections 10.02 and 10.07.

ARTICLE IX INDEMNIFICATION

9.01 Indemnification by the Purchaser

Subject to Section 5.04, the Purchaser shall indemnify and save the Shareholders and Port North harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Shareholders or Port North as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

9.02 Indemnification by Port North

Subject to Section 5.04, Port North shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of Port North contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

9.03 Indemnification by Shareholders

Subject to Section 5.04, each of the Shareholders, on its own behalf, and not on behalf of any other Shareholder, severally (and for greater certainty, not jointly with any other Shareholder) shall indemnify and save the Purchaser harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by such Shareholder of any representation, warranty or covenant on the part of such Shareholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

9.04 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 9.01, 9.02 and 9.03 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

9.05 Procedure for Indemnification

- (a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable, acting reasonably. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.
- (b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party’s commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

9.06 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) without limiting the generality of Sections 9.01, 9.02 and 9.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 5.04;
- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$5,000;
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a Shareholder to any and all Indemnified Parties under this Article IX shall be limited to the amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2.01; for greater certainty, no Shareholder shall be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of its *pro rata* share of the Payment Shares; based on a deemed value of \$0.02 per Payment Share;
- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of Port North or the Purchaser to any and all Indemnified Parties under this Article IX shall be limited to the value of the Payment Shares issuable under this Agreement, based on a deemed value of \$0.02 per Payment Share;
- (e) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (f) except in the circumstance contemplated by Section 9.05, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);
- (g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and
- (i) the provisions of this Article IX shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

**ARTICLE X
GENERAL****10.01 Notices**

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing shall be in writing addressed as follows:

- (a) if to the Purchaser:

Justera Health Ltd.
1418 West Hastings Street
Vancouver, British Columbia V6G 3J6
Attention: Young Cho Lee, CEO
E-mail: [REDACTED]

- (b) if to Port North:

Port North Extracts Inc.
[REDACTED]
Attention: Joshua Herman, CEO
Email: [REDACTED]

or such other address as may be designated by notice given by either Port North or the Purchaser to the other in accordance with this Section 10.01. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day.

10.02 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 10.02. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

10.03 Assignment

Other than as provided herein, no party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

10.04 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

10.05 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

10.06 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and is to be treated in all respects as an Ontario contract.

10.07 Expenses

Port North shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein, which are comprised of its legal fees and disbursements relating to preparing this Agreement and related documents specifically relating to the transactions contemplated herein, it being acknowledged, that documentation in respect of the Transaction shall, to as great an extent as reasonably possible, be prepared by the Purchaser's counsel with the assistance of Port North as needed. The Purchaser shall be responsible for its costs and expenses incurred with respect to the transactions contemplated herein. If during the term of this Agreement, the Transaction does not successfully complete, then each party will be responsible for its own expenses incurred.

10.08 No Personal Liability

- (a) No director, officer, employee or agent of the Purchaser shall have any personal liability whatsoever to Port North or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of Port North (in such capacity) shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of Port North.

10.09 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

10.10 Public Announcements

Port North and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law; and provided that the party requested to provide comments, provides any such comments within two (2) days, after which such party is authorized to issue such public statement or press release.

10.11 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

10.12 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

10.13 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

10.14 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

10.15 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

10.16 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

10.17 Independent Legal Advice

EACH SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT. EACH SHAREHOLDER ACKNOWLEDGES AND AGREES THAT DLA PIPER (CANADA) LLP DOES NOT ACT FOR THE SHAREHOLDERS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

JUSTERA HEALTH LTD.

By: /s/ "Young Cho Lee"
Name: Young Cho Lee
Title: CEO

PORT NORTH EXTRACTS INC.

By: /s/ "Joshua Herman"
Name: Joshua Herman
Title: CEO

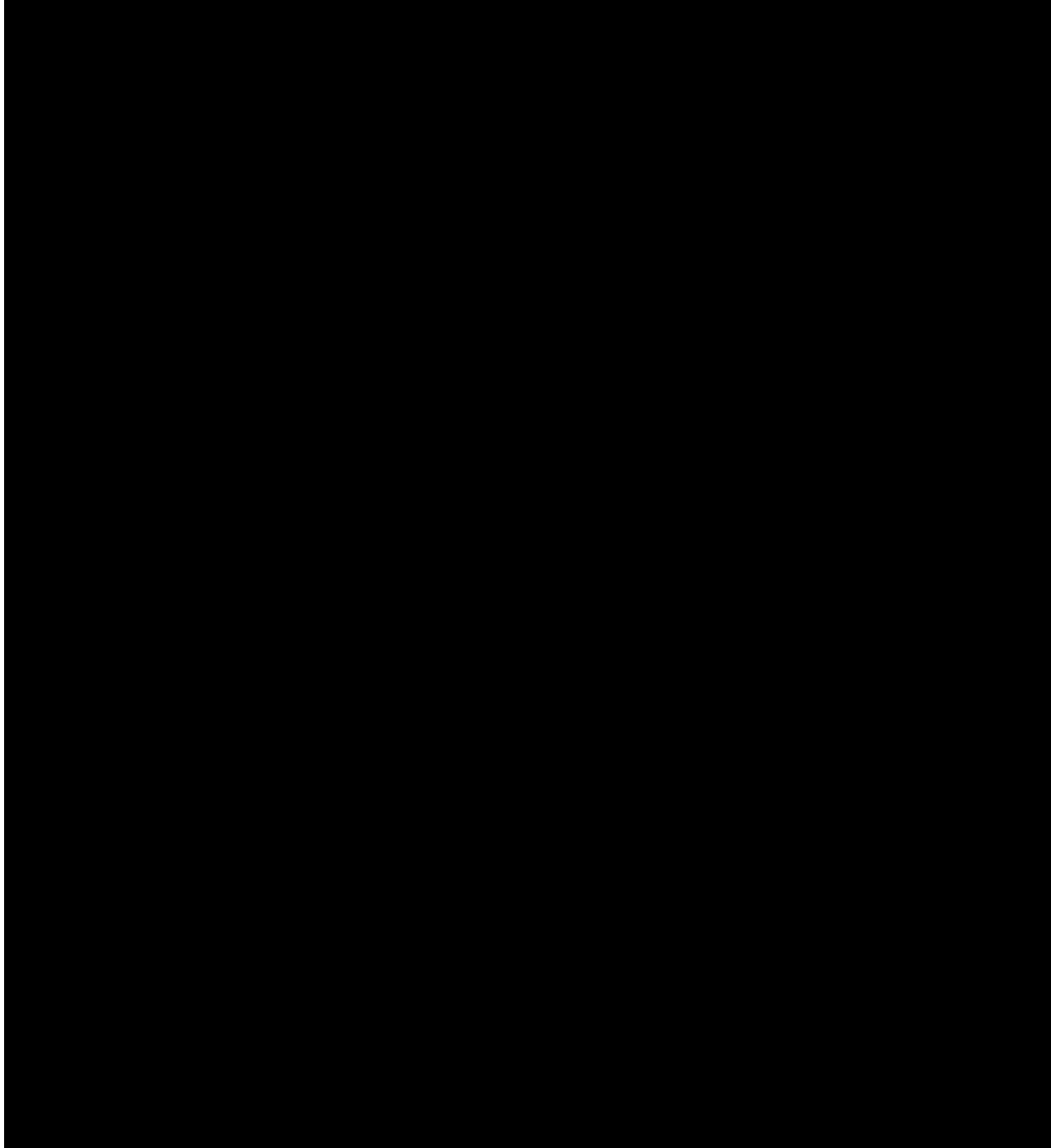
PORT NORTH EXTRACTS INC., *on behalf of the Shareholders, pursuant to valid and duly authorized powers of attorney*

By: /s/ "Joshua Herman"
Name: Joshua Herman
Title: CEO

SCHEDULE A

Shareholders of Port North

Name and Address of Shareholder	Number of Port North Shares held and number of Payment Shares to be Issued	Number of Port North Warrants Held
--	---	---



Name and Address of Shareholder	Number of Port North Shares held and number of Payment Shares to be Issued	Number of Port North Warrants Held
TOTAL	80,000,000	7,500,000

SCHEDULE B

U.S. Representation Letter for U.S. Shareholders¹

¹ NTD: To be included if there are US shareholders. This letter is subject to further review by US counsel.

TO: JUSTERA HEALTH LTD. (“JUSTERA”)

RE: ACQUISITION OF SECURITIES OF PORT NORTH EXTRACTS INC. PURSUANT TO SHARE EXCHANGE AGREEMENT (the “Securities”)

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Share Exchange Agreement to which this Schedule is attached. In the event of a conflict between the terms of this certification and such Share Exchange Agreement, the terms of this certification shall prevail.

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement to which this Schedule is attached, the undersigned (the “**U.S. Shareholder**”) covenants, represents and warrants to JUSTERA that:

- (a) It has such knowledge, skill and experience in financial, investment and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and it is able to bear the economic risk of loss of its entire investment. To the extent necessary, the U.S. Shareholder has retained, at his or her own expense, and relied upon, appropriate professional advice regarding the investment, tax and legal merits and consequences of the Share Exchange Agreement and owning the Securities.
- (b) JUSTERA has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering and it has had access to such information concerning JUSTERA as it has considered necessary or appropriate in connection with its investment decision to acquire the Securities, including access to JUSTERA’s public filings available on the Internet at www.sedarplus.ca, and that any answers to questions and any request for information have been complied with to the U.S. Shareholder’s satisfaction.
- (c) It is acquiring the Securities for its own account, for investment purposes only and not with a view to any resale or distribution and, in particular, it has no intention to distribute either directly or indirectly the Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States; provided, however, that this paragraph shall not restrict the U.S. Shareholder from selling or otherwise disposing of the Securities pursuant to registration thereof
- (d) pursuant to the U.S. Securities Act and any applicable state securities laws or under an exemption from such registration requirements.
- (e) The address of the U.S. Shareholder set out in the signature block below is the true and correct principal address of the U.S. Shareholder and can be relied on by JUSTERA for the purposes of state blue-sky laws and the U.S. Shareholder has not been formed for the specific purpose of purchasing the Securities.
- (f) It understands (i) the Securities have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States; and (ii) the offer and sale contemplated hereby is being made in reliance on an exemption from such registration requirements in reliance on Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act.
- (g) The U.S. Shareholder is
 - (i) an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria set forth in Appendix A hereto (**please hand-write your initials on the appropriate lines on Appendix A**), which Appendix A forms an integral part hereof; or

(ii) is not an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act, has a pre-existing substantive relationship with JUSTERA, and has completed Appendix B hereto, which forms an integral part hereof.

- (h) The U.S. Shareholder has not purchased the Securities as a result of any form of “general solicitation” or “general advertising” (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, press releases, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio or television, or the Internet or other form of telecommunications, including electronic display, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
- (i) It acknowledges that the Securities will be “restricted securities”, as such term is defined in Rule 144(a)(3) under the U.S. Securities Act, and may not be offered, sold, pledged, or otherwise transferred, directly or indirectly, without prior registration under the U.S. Securities Act and applicable state securities laws, and it agrees that if it decides to offer, sell, pledge or otherwise transfer, directly or indirectly, any of the Securities, it will not offer, sell or otherwise transfer, directly or indirectly, the Securities except:
- (i) to JUSTERA;
 - (ii) outside the United States in an “offshore transactions” meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act, if available, and in compliance with applicable local laws and regulations;
 - (iii) 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 or “blue sky” laws; or
 - (iv) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws governing the offer and sale of securities,
- and, in the case of each of (iii) and (iv) above, it has prior to such sale furnished to JUSTERA and opinion of counsel in form and substance reasonably satisfactory to JUSTERA stating that such transaction is exempt from registration under applicable securities laws and that the legend referred to in paragraph (k) below may be removed.
- (j) It understands and agrees that the Securities may not be acquired in the United States or by a U.S. Person or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless registered under the U.S. Securities Act and any applicable state securities laws or unless an exemption from such registration requirements is available.
- (k) It acknowledges that it has not purchased the Securities as a result of, and will not itself engage in, any “directed selling efforts” (as defined in Regulation S under the U.S. Securities Act) in the United States in respect of the Securities which would include any activities undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the resale of the Securities.
- (l) The certificates representing the Securities issued hereunder, as well as all certificates issued in exchange for or in substitution of the foregoing, until such time as the same is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws and regulations, will bear, on the face of such certificate, the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR THE SECURITIES LAWS OF ANY STATE

OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF JUSTERA HEALTH LTD. (THE "COMPANY") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH ALL LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE."

provided, that if the Securities are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S in circumstances where Rule 905 of Regulation S does not apply, and in compliance with Canadian local laws and regulations, the legend set forth above may be removed by providing an executed declaration to the registrar and transfer agent of JUSTERA, in substantially the form set forth as Appendix C attached hereto (or in such other forms as JUSTERA may prescribe from time to time) and, if requested by JUSTERA or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to JUSTERA and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Securities are being sold otherwise than in accordance with Regulation S and other than to JUSTERA, the legend may be removed by delivery to the registrar and transfer agent and JUSTERA of an opinion of counsel, of recognized standing reasonably satisfactory to JUSTERA, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

- (m) It understands and agrees that there may be material tax consequences to the U.S. Shareholder of an acquisition, holding or disposition of any of the Securities. JUSTERA gives no opinion and makes no representation with respect to the tax consequences to the U.S. Shareholder under United States, state, local or foreign tax law of the undersigned's acquisition, holding or disposition of such Securities. In particular, no determination has been made whether JUSTERA will be a "passive foreign investment company" within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended.
- (n) It consents to JUSTERA making a notation on its records or giving instructions to any transfer agent of JUSTERA in order to implement the restrictions on transfer set forth and described in this certification and the Share Exchange Agreement.
- (o) It understands that (i) JUSTERA may be deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a "**Shell Company**"), (ii) if JUSTERA is deemed to be, or to have been at any time previously, a Shell Company, Rule 144 under the U.S. Securities Act may not be available for resales of the Securities, and (iii) JUSTERA is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the Securities.

- (p) It understands and agrees that the financial statements of JUSTERA have been prepared in accordance with International Financial Reporting Standards and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles and therefore may not be comparable to financial statements of United States companies.
- (q) It understands and acknowledges that JUSTERA is incorporated outside the United States, consequently, it may be difficult to provide service of process on JUSTERA and it may be difficult to enforce any judgment against JUSTERA.
- (r) It understands that JUSTERA does not have any obligation to register the Securities under the U.S. Securities Act or any applicable state securities or "blue-sky" laws or to take action so as to permit resales of the Securities. Accordingly, the U.S. Shareholder understands that absent registration, it may be required to hold the Securities indefinitely. As a consequence, the U.S. Shareholder understands it must bear the economic risks of the investment in the Securities for an indefinite period of time.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Time of Closing. If any such representations shall not be true and accurate prior to the Time of Closing, the undersigned shall give immediate written notice of such fact to JUSTERA prior to the Time of Closing.

ONLY U.S. SHAREHOLDERS NEED COMPLETE AND SIGN

Dated _____ 2024.

X _____
Signature of individual (if U.S. Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Shareholder is **not** an individual)

Name of U.S. Shareholder (**please print**)

Address of U.S. Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

APPENDIX "A" TO

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS

TO BE COMPLETED BY U.S. SHAREHOLDERS THAT ARE U.S. ACCREDITED INVESTORS

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement and the Schedule B to which this Appendix is attached, the undersigned (the "**U.S. Shareholder**") covenants, represents and warrants to JUSTERA that the U.S. Shareholder is an "accredited investor" as defined in Rule 501(a) of Regulation D of the U.S. Securities Act by virtue of meeting one of the following criteria (**please hand-write your initials on the appropriate lines**):

1. Any bank as defined in Section 3(a)(2) of the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to Section 15 of the U.S. Securities Exchange Act of 1934; any insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; any investment company registered under the U.S. Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US\$5,000,000; any employee benefit plan within the meaning of the U.S. *Employee Retirement Income Security Act of 1974* if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of US\$5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are "accredited investors" (as such term is defined in Rule 501 of Regulation D of the U.S. Securities Act);
Initials _____

2. Any private business development company as defined in Section 202(a)(22) of the U.S. *Investment Advisers Act of 1940*;
Initials _____

3. Any organization described in Section 501(c)(3) of the U.S. *Internal Revenue Code*, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of US\$5,000,000;
Initials _____

4. Any trust with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person (being defined as a person who has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment);
Initials _____

5. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of purchase, exceeds US\$1,000,000 (for the

Initials _____ purposes of calculating net worth),

(i) the person's primary residence shall not be included as an asset;

(ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of this certification, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of this certification exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and

(iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability;

6. Initials _____ A natural person who had annual gross income during each of the last two full calendar years in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) and reasonably expects to have annual gross income in excess of US\$200,000 (or together with his or her spouse in excess of US\$300,000) during the current calendar year, and no reason to believe that his or her annual gross income will not remain in excess of US\$200,000 (or that together with his or her spouse will not remain in excess of US\$300,000) for the foreseeable future;

7. Initials _____ Any director or executive officer of JUSTERA; or

8. Initials _____ Any entity in which all of the equity owners meet the requirements of at least one of the above categories – if this category is selected, you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.

ONLY U.S. SHAREHOLDERS WHO ARE ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN

Dated _____ 2024.

X _____
Signature of individual (if U.S. Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Shareholder is **not** an individual)

Name of U.S. Shareholder (**please print**)

Address of U.S. Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

APPENDIX "B" TO

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS

TO BE COMPLETED BY U.S. SHAREHOLDERS THAT ARE NOT U.S. ACCREDITED INVESTORS

In addition to the covenants, representations and warranties contained in the Share Exchange Agreement and the Schedule B" to which this Appendix is attached, the undersigned (the "**U.S. Shareholder**") covenants, represents and warrants to Justera Health Ltd. (also referred to herein as the "**Company**") that the U.S. Shareholder understands that the Securities have not been and will not be registered under the U.S. Securities Act and that the offer and sale of the Securities to the U.S. Shareholder contemplated by the Share Exchange Agreement is intended to be a private offering pursuant to Section 4(a)(2) of the U.S. Securities Act.

Your answers will at all times be kept strictly confidential. However, by signing this suitability questionnaire (the "**Questionnaire**") the U.S. Shareholder agrees that the Company may present this Questionnaire to such parties as may be appropriate if called upon to verify the information provided or to establish the availability of an exemption from registration of the private offering under the federal or state securities laws or if the contents are relevant to issue in any action, suit or proceeding to which the Company is a party or by which it is or may be bound. A false statement by the U.S. Shareholder may constitute a violation of law, for which a claim for damages may be made against the U.S. Shareholder. Otherwise, your answers to this Questionnaire will be kept strictly confidential.

Please complete the following questionnaire:

1. Relationship to the Officers of Directors

Are you a relative of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, state the relationship to the director, senior officer or control person of the Company	_____

2. Close Friend of Officer or Director

Are you a close personal friend of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____

If yes, state how long you have known the director, senior officer or control person of the Company	_____
---	-------

A close personal friend is an individual who has known the director, senior officer or control person for a sufficient period of time to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. An individual is not a close personal friend solely because the individual is a member of the same organization, association or religious group.

3. Close Business Associate of an Officer or Director

Are you a close business associate of a director, senior officer or control person of the Company:	Yes: _____ No: _____
If yes, state the name of the director, senior officer or control person of the Company	_____
If yes, describe your business relationship with the director, senior officer or control person of the Company	_____

A close business associate is an individual who has had sufficient prior business dealings with the director, senior officer or control person to be in a position to assess the capabilities and trustworthiness of the director, senior officer or control person. A casual business associate or a person introduced or solicited for the purpose of purchasing securities is not a close business associate. An individual is not a close business associate solely because the individual is a client or former client. For example, an individual is not a close business associate of a registrant or former registrant solely because the individual is a client or former client of that registrant or former registrant. The relationship between the individual and the director, senior officer or control person must be direct. For example, the exemption is not available for a close business associate of a close business associate of a director, senior officer or control person.

4. Income

“income” shall mean adjusted gross income as reported for federal tax purposes reduced by (a) any deduction for long term capital gain, (b) any deduction for depletion, (c) any exclusion for interest and (d) any losses allocated to the U.S. Shareholder as an individual

(a) Was your annual income for the calendar year ended December 31, 2023 over US\$150,000?
Yes _____ **No** _____

(b) Was your annual income for the calendar year ended December 31, 2022 over \$150,000?
Yes _____ **No** _____

(c) Do you anticipate that your annual income for the year ended December 31, 2024 will be over \$150,000?
Yes _____ **No** _____

(d) Do you anticipate that your current amount of income will change in the foreseeable future?

Yes _____ No _____

If so, when, why and to what amount will that income change?:

- (e) If your responses to questions 4(a) through 4(c) were "No," please provide your annual income for the calendar years ending December 31, 2023 and December 31, 2022

December 31, 2023: \$

December 31, 2022: \$

- (f) If your responses to questions 4(a) through 4(c) were "No" please provide your joint annual income with your spouse for the calendar years ending December 31, 2023 and December 31, 2022.

December 31, 2023: \$

December 31, 2022: \$

5. Net Worth

- (a) Please provide your net worth (for the purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the sale and purchase of Securities contemplated by the accompanying Share Exchange Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale and purchase of the Securities contemplated by the accompanying Share Exchange Agreement exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability)

Net Worth: \$

- (b) Does your proposed purchase of the Securities exceed:

____ 10% of your net worth (excluding your personal residence, home furnishings and automobiles)?

____ 20% of your net worth (excluding your personal residence, home furnishings and automobiles)?

6. Educational Background

- (a) Briefly describe educational background, relevant institutions attended, dates, degrees:

- (b) Briefly describe business involvement or employment during the past 10 years or since graduation from school, whichever period is shorter. (Specific employers need not be named. A sufficient description is needed to assist the Company in determining the extent of vocationally related experience in financial and business matters).

7. Investment experience

- (a) Please indicate the frequency of your investment in marketable securities:
 Often; Occasionally; Seldom; Never.
- (b) Please indicate the frequency of your investment in commodities futures:
 Often; Occasionally; Seldom; Never.
- (c) Please indicate the frequency of your investment in options:
 Often; Occasionally; Seldom; Never.
- (d) Please indicate the frequency of your investment in securities purchased on margin:
 Often; Occasionally; Seldom; Never.
- (e) Please indicate the frequency of your investment in unmarketable securities;
 Often; Occasionally; Seldom; Never.
- (f) Have you purchased securities sold in reliance on the private offering exemptions from registration pursuant to the U.S. Securities Act or any state laws during the past three years?

Yes _____ No _____

If you answered "Yes," please provide the following information:

<u>Year</u>	<u>Nature of Security</u>	<u>Business of issuer</u>	<u>Total amount invested</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- (g) Do you believe you have sufficient knowledge and experience in financial and business affairs that you can evaluate the merits and risks of a purchase of the Securities?

Yes _____ No _____

- (h) Do you believe you have sufficient knowledge of investments in general, and investments similar to a purchase of the Securities in particular, to evaluate the risks associated with a purchase of the Securities?

Yes _____ No _____

You hereby acknowledge that the foregoing statements are true and accurate to the best of your information and belief and that you will promptly notify the Company of any changes in the foregoing answers.

ONLY U.S. SHAREHOLDERS WHO ARE NOT ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN

Dated _____ 2024.

X _____
Signature of individual (if U.S. Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Shareholder is **not** an individual)

Name of U.S. Shareholder (**please print**)

Address of U.S. Shareholder (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

APPENDIX "C" TO

U.S. REPRESENTATION LETTER FOR U.S. SHAREHOLDERS

Form of Declaration for Removal of Legend

TO: JUSTERA HEALTH LTD. (the "Corporation")

TO: Registrar and transfer agent for the shares of the Corporation

The undersigned (A) acknowledges that the sale of _____ (the "**Securities**") of the Corporation, represented by certificate number(s) _____, to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not (a) an "affiliate" of the Corporation (as that term is defined in Rule 405 under the U.S. Securities Act, except any officer or director of the Company who is an affiliate solely by virtue of holding such position) (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such Securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market", and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such Securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the Securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such Securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____ 20____.

X _____
Signature of individual (if Seller **is** an individual)

X _____
Authorized signatory (if Seller **is not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "Seller"), dated _____, 20____, with regard to the sale, for such Seller's account, of _____ common shares (the "Securities") of JUSTERA HEALTH LTD. (the "Corporation") represented by certificate number(s) _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market" (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "affiliate" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "directed selling efforts" means 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 the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "United States" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Name of Firm

Name of Firm

By:

Authorized Officer

Dated: _____ 20____