This offering memorandum is confidential. By their acceptance thereof, prospective investors agree that they will not transmit, reproduce or make available to anyone this Offering Memorandum or any information contained herein. This confidential offering memorandum constitutes an offering of these securities only in those jurisdictions where they may be lawfully offered for sale and therein only by persons permitted to sell such securities.

No securities regulatory authority has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. This is a risky investment. See Item 8 "Risk Factors".

CONFIDENTIAL OFFERING MEMORANDUM

CORDILLERA MINERALS 2021 FLOW-THROUGH LIMITED PARTNERSHIP

$5,000,000 FLOW-THROUGH UNITS

($2,000,000 Over-Allotment Option)

Date:	June 28, 2021
<u>The Issuer</u>	
Name:	**Cordillera Minerals 2021 Flow-Through Limited Partnership** (the "**Partnership**", or as the context requires, the "**Issuer**"), a limited partnership formed under the laws of British Columbia
Head Office:	1100 – 1111 Melville Street, Vancouver, BC V6E 3V6
Phone Number:	(604) 838-6060
E-mail Address:	info@cordilleraminerals.ca
Website:	http://www.cordilleraminerals.ca
Currently listed or quoted:	No. **These securities do not trade on any exchange or market.**
Reporting issuer:	No
SEDAR filer:	No
<u>The Offering</u> (the "**Offering**")	
Securities offered:	Up to 700,000 Units.
Price per Security:	$10 per Unit, for gross proceeds of up to $7,000,000.
Minimum/Maximum offering:	**There is no minimum. You may be the only purchaser. Funds available under the Offering may not be sufficient to accomplish our proposed objectives.**

The maximum amount to be raised under the offering is $5,000,000 or 500,000 Units, subject to an over allotment option granted to the Agent (the "**Over-allotment Option**") of up to $2,000,000 or 200,000 Units, resulting in an increase on the maximum offering to $7,000,000 or 700,000 Units, if the Over-allotment Option is fully exercised.

Minimum Subscription: 2,500 Units ($25,000).

Payment Terms: Funds to be transferred via Fundserv from your brokerage account at an approved dealer or by bank draft or certified cheque as specified in the Subscription Agreement, payable to the Agent and Administrator, on or before closing.

Initial Closing July 2, 2021

Subsequent Closings: Subsequent closings may occur on or before December 31, 2021, on such dates as the General Partner may determine.

Income Tax Consequences: There are important tax consequences to these securities. Subject to certain limitations, Limited Partners with sufficient income will be entitled to claim deductions from income for Canadian federal income tax purposes for the 2021 taxation year and subsequent taxation years with respect to Qualified CEE incurred and renounced to the Partnership and allocated to them. See Item 6.

Units cannot be purchased or held by "non-residents" as defined in the Tax Act nor by partnerships other than "Canadian partnerships" as defined in the Tax Act.

Investment Objectives The investment objective of the Partnership is to provide holders of Units with gross tax benefit as a percentage of the net cost on the investment of up to 179% for investors resident in British Columbia (up to 122% for investors resident in Alberta, 116% for investors resident in Saskatchewan, 122% for investors resident in Manitoba and 146 % for investors in Ontario), through tax deductible investment in a portfolio comprised of up to 70% of exploration companies providing super flow through tax deductions by funding grass roots exploration in British Columbia, and up to 30% to exploration for gold and additional commodities elsewhere in Canada (outside of BC). Tax deductions may be lower if the Partnership does not achieve total gross sales of $5,000,000.

Liquidity Event In order to provide Limited Partners with liquidity and the potential for long-term growth of capital, the General Partner intends (subject to market conditions) to implement a liquidity transaction on or before April 30, 2022 (a "**Liquidity Event**"). The General Partner currently intends that the Liquidity Event will be a *pro rata* electronic distribution of Mineral Issuer Shares held by the Partnership. This distribution is not subject to the approval of Limited Partners. The Liquidity Event will be

implemented on not less than 21 days' prior notice to Limited Partners. See Item 2.2 "*Our Business - Liquidity Event*".

Agent:	Fieldhouse Capital Management Inc. (the "**Agent**") acts a selling agent in connection with the Offering. See Item 7 "*Compensation Paid to Sellers and Finders*". In addition, Fieldhouse Capital Management Inc. (the "**Administrator**") provides certain management, investment fund manager, and other administrative services and facilities to the General Partner and the Partnership. The General Partner may delegate the performance of its duties to the Administrator pursuant to the Administrator Agreement. See 2.7 – "*Material Agreements- Master Administrative Services Agreement*". **As the Agent also acts as Administrator and may facilitate arranging investments for the Partnership, and in that capacity may receive commissions, finder's fees or other compensation, the Partnership may be considered to be a "connected issuer" of the Agent for the purposes of Applicable Securities Laws. See Item 8 "*Risk Factors - Conflicts of Interest*".**
Investment Manager	John Kason, an employee of the Agent and Administrator (Fieldhouse Capital Management Inc.), is the initial Investment Manager for the Partnership, and the Investment Manager will manage the investments of the Partnership in Flow-Through Shares and Flow-Through Units in accordance with the Investment Guidelines.
General Partner Fee:	The Partnership shall pay to the General Partner, a one-time charge, equal to 2% of the Gross Proceeds of the Offering.
Tax Shelter ID No.	TS-092536

Resale Restrictions

You will be restricted from selling your securities for an indefinite period. However, the Partnership intends to implement a Liquidity Event (as defined above) on or before April 30, 2022. See Item 2.2 and Item 10.

Purchaser's Rights

You have 2 business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the agreement. See Item 11.

Payment Methods and Subscription Form Delivery Instructions

A completed and executed copy of all subscription documents must be delivered directly to the Administrator, Fieldhouse Capital Management Inc. (on behalf of the General Partner), or, to your approved dealer for delivery to the Administrator (on behalf of the General Partner) at the following address (which may include email delivery):

Cordillera Minerals 2021 Management Ltd.
c/o Fieldhouse Capital Management Inc.
1122 Mainland St #230
Vancouver, BC V6B 5L1
Attention: John Kason
Email: john.kason@fieldhousecap.com

Funds in respect of any subscription must be paid by the purchaser at the time of the subscription, within the time periods set forth in their subscription documents. The purchaser's completed and executed subscription documents must be accompanied by a certified cheque or bank draft in the amount subscribed for, or, in the discretion of the Administrator, wire transferred funds. Please contact your investment broker or the Administrator for more information regarding wire transferred funds. Alternatively, payment of the aggregate subscription amount may be made by way of funds transfer via Fundserv from the purchaser's brokerage account at an approved dealer.

Payment Methods	**Instructions**
A. Funds to be transferred via Fundserv from your brokerage account at an approved dealer	Instruct your broker to purchase applicable units of Cordillera Minerals 2021 Flow-Through Limited Partnership
B. Certified cheque or bank draft	Payable to "Fieldhouse Capital Management Inc." with a reference note "In Trust for Cordillera Minerals 2021 Flow-Through LP" and couriered to the address listed immediately above.
C. Wire Transferred Funds (Canadian Dollars only)	Payable to "Fieldhouse Capital Management Inc." with a reference note "In Trust for Cordillera Minerals 2021 Flow-Through LP", using the following wire instructions: Fieldhouse Capital Management Inc. Bank: RBC Royal Bank Address: Royal Centre, 1025 West Georgia Street Vancouver, BC V6E 3N9 Account Number: 1004373 (CAD) Transit Number: 00010 Bank Number: 003 Swift Code: ROYCCAT2 RE: In Trust for Cordillera Minerals 2021 Flow-Through LP Please contact your investment broker, or the Administrator, for more information about wire transferred funds: Fieldhouse Capital Management Inc. Attention: John Kason Phone: (250) 596-6511 Email: john.kason@fieldhousecap.com

All subscriptions for Units are to be forwarded by dealers, without charge, the same day that they are received, to the Administrator (on behalf of the General Partner) or purchased using the Fundserv network, as applicable.

The Administrator (on behalf of the General Partner) reserves the right to accept or reject orders, whether made through the Administrator or entered on the Fundserv network, and any monies received with a rejected order will be refunded forthwith, without interest, other compensation or deduction after such determination has been made by the Administrator.

Fundserv Instructions

The Units are being offered using the mutual fund order entry system Fundserv. Subscriptions for Units may be made directly through the Agent and Administrator (in jurisdictions where it is registered to sell the securities) or from a distributor on the Fundserv network assigned to the Agent and Administrator, Fieldhouse Capital Management Inc. (management company code "**FHC**"), using the order code set forth below:

FHC Fund Code	Fund Name	Load Type*	Currency
650	**Cordillera Minerals 2021 Flow-Through LP FE**	**FE***	**CAD**
651	**Cordillera Minerals 2021 Flow-Through LP NL**	**NL***	**CAD**

** **FE** = Front End   **NL** = No Load (also used for Fee Based class funds)*

Incorporation by Reference of Certain Marketing Materials

Certain written marketing materials delivered or made available to prospective purchasers in relation to the distribution of Units under this Offering Memorandum are incorporated by reference into this Offering Memorandum and are considered to form part of this Offering Memorandum. In particular, in Alberta, Saskatchewan, Manitoba and Ontario, all Offering Memorandum Marketing Materials (as defined below) related to a distribution under this Offering Memorandum that are delivered or made reasonably available to prospective purchaser before the termination of the distribution are hereby incorporated by reference into this Offering Memorandum. In this Offering Memorandum, "**Offering Memorandum Marketing Materials**" means a written communication, other than an written communication intended for prospective purchasers regarding a distribution of Units under this Offering Memorandum delivered under section 2.9 of National Instrument 45-106 *Prospectus Exemptions* ("**NI 45-106**") that contains only certain prescribed information set out in NI 45-106, intended for prospective purchasers regarding a distribution of securities under an Offering Memorandum delivered under section 2.9 of NI 45-106 that contains material facts relating to the Partnership, Units or otherwise to the offering of Units.

Forward Looking Statements

Certain statements in this Offering Memorandum as they relate to the Partnership and the General Partner are "forward looking statements". Any statements that express or involve discussions with respect to predictions, expectations, beliefs, plans, projections, objectives, assumptions or future events or

performance (often, but not always, using words or phrases such as "expects", "does not expect", "is expected", "anticipates", "does not anticipate", "plans", "estimates", "believes", "does not believe" or "intends", or stating that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved) are not statements of historical fact and may be "forward-looking statements". Forward-looking statements are based on expectations, estimates and projections at the time the statements are made that involve a number of risks and uncertainties which could cause actual results or events to differ materially from those presently anticipated. These include, but are not limited to, the risks of the business of the Partnership. See Item 8 "*Risk Factors*". Accordingly, investors are cautioned against placing undue reliance on these forward-looking statements. None of the Partnership, the General Partner, or the Agent undertake any obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, unless required to do so by applicable laws.

Only purchasers resident in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, and Ontario may invest in Units pursuant to this Offering.

This is a speculative offering. No market for the Units is expected to develop. An investment in the Partnership is appropriate only for subscribers who have the capacity to absorb a loss of some or all of their investment. There is no assurance of a positive return or any return on an investment in Units. The tax benefits resulting from an investment in Units are greatest for a purchaser whose income is subject to the highest marginal income tax rate. Investors who are not willing to rely on the discretion of the General Partner should not purchase Units. There are certain risks which are inherent in resource exploration and investing in Mineral Issuers. The value of the securities held by the Partnership will be affected by factors beyond the Partnership's control. The Partnership may invest in securities of junior Mineral Issuers, which are typically less liquid and experience more price volatility than securities issued by larger companies.

The federal tax shelter identification number for the Partnership is TS-092536. The identification number issued for this tax shelter must be included in any income tax return filed by an investor. Issuance of the identification number is for administrative purposes only and does not in any way confirm the entitlement of an investor to claim any tax benefits associated with the tax shelter.

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GLOSSARY OF TERMS

"Administrator" means Fieldhouse Capital Management Inc., in its capacity as the Administrator on behalf of the Partnership and the General Partner, and the Administrator's roles are defined under the Administrator Agreement;

"***Administrator Agreement***" has the meaning given to it in Item 2.7 "*Material Contracts*".

"Administrator's Fee" means a fee as set out in Item 1.1 "*Funds*" payable to the Administrator;

"Advisory Board" means the advisory board for the Partnership selected by the General Partner from time to time, which currently consists of Mr. John Newell and Mr. Alf Stewart;

"Affiliate" and ***"Associate"*** have the meanings ascribed thereto in the *Securities Act* (British Columbia);

"Agent" means Fieldhouse Capital Management Inc., in its capacity as Agent, and the Agent's roles are defined under the Administrator Agreement;

"Agent's Fee" means a fee up to 6% cash commission and syndication fees payable to Agent as set out in Item 1.1 "*Funds*";

"***Applicable Securities Laws***" means at any time the securities laws, regulations and rules in each province and territory of Canada and the requirements, rules and policies of the Canadian securities regulatory authorities that are then applicable to the Partnership in the circumstances;

"Available Funds" means all funds available after deducting from the total proceeds of the issue of Units pursuant to this Offering Memorandum the Agent's Fee, the expenses of the issue and a reserve required to fund ongoing fees and expenses of the Partnership;

"***BC***" means the Province of British Columbia;

"CRA" means the Canada Revenue Agency;

"CEE" or "***Canadian exploration expense***" means Canadian exploration expense, as defined in subsection 66.1(6) of the Tax Act;

"***CCEE***" or "***cumulative Canadian exploration expense***" means cumulative Canadian exploration expense, as defined in subsection 66.1(6) of the Tax Act;

"Closing" means one or more closings of a sale of Units to subscribers. No such Closing will take place after December 31, 2021;

"Dissolution Date" means the date on which the Partnership is dissolved which, subject to earlier or later dissolution on the terms set forth in the Partnership Agreement, shall be on June 30, 2022 at the earliest and June 30, 2023 at the latest;

"Extraordinary Resolution" means a resolution passed by 66 2/3% or more of the votes cast at a duly constituted meeting, or an adjournment thereof, of the Limited Partners called for the purpose of considering such resolution, or, alternatively, a written resolution signed in one or more counterparts by Limited Partners holding 66 2/3% or more of the Units outstanding entitled to vote on such resolution at a meeting;

*"**Flow-Through Agreement**"* means a Flow-Through Share subscription agreement between the Partnership and a Mineral Issuer pursuant to which the Partnership will subscribe for Flow-Through Shares or Flow-Through Units, and the Mineral Issuer will agree to incur and renounce to the Partnership CEE in an amount equal to the subscription price for the Flow-Through Shares or for Flow-Through Shares comprised in Flow-Through Units;

"***Flow-Through Share***" means a share or right to acquire a share in the capital stock of a Mineral Issuer which qualifies as a "flow-through share" as defined in subsection 66(15) of the Tax Act and is not a prescribed share or prescribed right, as the case may be, for the purposes of sections 6202 or 6202.1 of the Regulations to the Tax Act, and in respect of which such Mineral Issuer agrees to renounce to the Partnership CEE; and "***Flow-Through Shares***" means more than one Flow-Through Share;

*"**Flow-Through Units**"* means a security, consisting of a Flow-Through Share and up to one Warrant (for the account of the General Partner), which may be purchased by the Partnership;

*"**General Partner**"* means Cordillera Minerals 2021 Management Ltd.;

"***General Partner's Fee***" means a fee as set out in Item 1.1 "*Funds*" payable to the General Partner;

*"**Gross Proceeds**"* means the total number of Units sold pursuant to the Offering multiplied by the Subscription Price;

*"**Investment Guidelines**"* means those guidelines described in Schedule A to the Partnership Agreement;

"***Investment Manager***" means the registered investment manager engaged by the General Partner, either directly or indirectly through the Administrator, who shall provide investment advice on the Partnership's investments and other portfolio management services, which will initially be John Kason, and such other investment managers as may be engaged from time to time;

"***Investment Manager Agreement***" has the meaning given to it in Item 2.7 "*Material Contracts*".

"***ITC***" means the federal investment tax credit of 15% in respect of an eligible individual's "flow-through mining expenditure" as defined in subsection 127(9) of the Tax Act;

*"**Limited Partners**"* means holders of Units whose names and other prescribed information appear on the record of limited partners maintained pursuant to the *Partnership Act* (British Columbia);

"***Limited Recourse Amount***" means a "limited-recourse amount", as defined in section 143.2 of the Tax Act;

*"**Liquid Investments**"* mean high-quality money market instruments which are accorded the rating category of A-1 by Canadian Bond Rating Service or R-1 by Dominion Bond Rating Service;

"*Liquidity Event*" has the definition given to it in the summary of this Offering Memorandum.

*"**Mineral Issuer**"* means a corporation which represents to the Partnership that (a) it is a "principal-business corporation" as defined in subsection 66(15) of the Tax Act, whose principal business is mineral (including gold, copper, base metals and rare earth minerals) exploration and development and which is a "principal-business corporation" as defined in subsection 66(15) of the Tax Act and (b) it intends (either by itself or through a Related Corporation) to incur CEE on at least one property in Canada;

"***MTR***" means, in respect of a person, the applicable marginal tax rate of combined Provincial and Federal taxes for such person;

"***Net Asset Value***" means the net asset value of the Units of the Partnership, as determined under Item 2.2 "*Our Business - Calculation of Net Asset Value*";

"***Net Asset Value per Unit***" means the Net Asset Value per Unit as determined under Item 2.2 "*Our Business - Calculation of Net Asset Value*"*;*

*"**Offering**"* means the private placement of Units of the Partnership pursuant to the terms of this Offering Memorandum and the Partnership Agreement and the applicable Subscriptions;

*"**Offering Expenses**"* means expenses related to the Offering and each Closing, including the costs of creating and organizing the Partnership, the costs of printing and preparing this offering memorandum, legal and audit and accounting expenses of the Partnership, distribution, courier, sales and marketing expenses and legal and other reasonable expenses incurred by the General Partner, Administrator, and Agent, other incidental expenses, and any applicable taxes;

"***Offering Memorandum***" means this confidential offering memorandum, as may be amended from time to time;

*"**Ordinary Resolution**"* means a resolution passed by more than 50% of the votes cast at a duly constituted meeting of Limited Partners, or an adjournment thereof, or, alternatively, a written resolution signed in one or more counterparts by Limited Partners holding more than 50% of the Units outstanding entitled to vote at a meeting;

*"**Partnership**"* means Cordillera Minerals 2021 Flow-Through Limited Partnership;

*"**Partnership Agreement**"* means the limited partnership agreement dated May 27, 2021, among the General Partner, the initial Limited Partner and the persons who from time to time are entered into the record of limited partners, having the terms substantially as set out herein;

*"**Qualified CEE**"* means an expense described in the definition of "Canadian exploration expense" in subsection 66.1(6) of the Tax Act, other than amounts which are (i) prescribed to be "Canadian exploration and development overhead expense" for the purposes of paragraph 66(12.6)(b) of the Tax Act, (ii) Canadian exploration expenses to the extent of the amount of any assistance described in paragraph 66(12.6)(a) of the Tax Act, (iii) the cost of acquiring or obtaining the use of seismic data described in paragraph 66(12.6)(b.1) of the Tax Act, or (iv) any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of the term "expense" in paragraph 66(15) of the Tax Act;

*"**Regulations**"* means the regulations to the Tax Act as promulgated from time to time;

"***Related Corporation***" means a company that is related to a Mineral Issuer for the purposes of subsection 251(2) or 251(3) of the Tax Act;

"***Selling Agents***" means an investment dealer, approved dealer, exempt market dealer or their equivalent, registered under the Applicable Securities Laws or a person who is exempt from the applicable registration requirements under Applicable Securities Laws, selected by the Agent to assist in the marketing and distribution of the Units;

"***Subscription***" means a subscription for 2,500 or more Units;

"***Subscription Agreement***" means a duly executed and completed subscription agreement in respect of a Subscription;

"***Subsequent Partnership***" means limited partnerships that may be formed in the future where the general partner of such limited partnerships may have common directors and officers as the General Partner and may have the same business plan as the Partnership;

"***Tax Act***" means the *Income Tax Act* (Canada) as amended from time to time;

"***Units***" means an equal and undivided interest in 99.99% of the net assets of the Partnership; and

"***Warrant***" means a common share (or ½ share) purchase warrant entitling the holder to purchase common shares of the issuer of such warrant.

SUMMARY OF KEY DATES

July 2, 2021	*Initial Closing*. Subsequent closings may be held on dates determined by the General Partner.
No later than December 31, 2021	*All Closings Complete.* Investors purchase Units and pay the subscription price ($10.00 per Unit).
December 31, 2021	*Mineral Issuer Investments.* Limited Partnership completes investment in Mineral Issuers.
March/April 2022	*Tax Receipt*. Limited Partners receive 2021 T5031 federal tax receipt (for Qualified CEE tax deductions and exploration investment tax credits).
On or before April 30, 2022	*Liquidity Event*. General Partner intends (subject to market conditions) to implement a Liquidity Event.
June 1, 2022	*Audited Financial Statements.* Audited financial statements of the Partnership will be sent to investors.
June 30, 2022	*Planned Dissolution Date*. The Partnership is dissolved and its assets distributed to Limited Partners if a Liquidity Event has not been completed by this date.
June 30, 2023	*Latest Dissolution Date.* Partnership will be dissolved on or about June 30, 2023, unless this date is extended by Extraordinary Resolution, and 99.99% of the net assets of the Partnership will be distributed to Limited Partners and 0.01% to the General Partner.

ENHANCED TAX DEDUCTIONS

The federal ITC and BC Provincial tax credit, plus the regular 100% CEE deduction (including claw back of tax credits in 2022) implies a gross tax benefit as a percentage of net cost of the investment of up to 179% for BC residents (122% for an Alberta resident, 116% for a Saskatchewan resident, 122% for a Manitoba resident and 146% for a Ontario resident).

The following is an illustration with approximate values and numbers of the Tax Deductions and Credits for Limited Partners:

Investment Example

Investment Example for BC, Alberta, Saskatchewan, Manitoba and Ontario residents[1]						
		BC	**Alberta**	**Sask.**	**Manitoba**	**Ontario**
Marginal tax rate (MTR)		53.50%	48.00%	47.50%	50.40%	53.53%
Federal tax rate		33.00%	33.00%	33.00%	33.00%	33.00%
Provincial tax rate		20.50%	15.00%	14.50%	17.40%	20.53%
Gross Invested		$ 25,000	$25,000	$25,000	$25,000	$25,000
Issue and Partnership costs		(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
Net invested capital – after issue costs		**$22,000**	**$22,000**	**$22,000**	**$22,000**	**$22,000**

CEE Tax Deduction Benefit[2]	MTR	11,700	10,560	10,450	11,088	11,777
Federal Tax ITC Benefit	15.00%	2,640	3,300	2,970	2,310	3,135
BC Provincial ITC Credit	20.00%	3,080	-	-	-	-
Issue and Partnership Costs tax benefit	MTR	321	288	285	302	321
Gross Tax Benefit in 2021		$17,811	$14,148	$13,705	$13,700	$15,233
Net tax cost future years[3]		(3,060)	(1,584)	(1,411)	(1,164)	(1,678)
Net tax benefit future years[4]		1,284	1,152	1,140	1,210	1,285
Net Tax Benefit of Investment		**$16,035**	**$13,716**	**$13,434**	**$13,746**	**$14,839**
Net Cost of Investment		**$8,965**	**$11,284**	**$11,566**	**$11,254**	**$10,161**
Tax Benefit as a percentage of Net Cost[5]		**179%**	**122%**	**116%**	**122%**	**146%**
After Tax Return on Net Cost of Investment[6]		**36%**	**45%**	**46%**	**45%**	**41%**

Notes

1. This example is for illustration purposes only for residents of BC, Alberta, Saskatchewan, Manitoba and Ontario, with 70% of the funds being invested in BC based companies. An investor's tax benefits may vary depending on their individual tax situations and the Partnership achieving various objectives and expenses.
2. The Federal and BC governments allow deduction of 100% of qualifying expenditures. Federal (33%), and Provincial – BC (20.5%), Alberta (15%), Saskatchewan (14.5%), Manitoba (17.4%) and Ontario (20.53%) tax benefits of flow-through investment.
3. The Net tax costs future years represent the claw back of federal and provincial ITCs (BC only) at MTR in 2022.
4. The Net tax benefit future years represents that tax benefit on issue and the Partnership's costs at MTR recognized over future years.
5. The Tax Benefit as a percentage of Net Cost is calculated as Net Tax Benefit divided by Net Cost of Investment (BC - $16,035 / $8,965).
6. After Tax Return is calculated as Net Cost of Investment / Gross amount Invested.(BC - $8,965 / $25,000).

The foregoing example does not, include the capital gains tax on the disposition of shares, which then the adjusted cost base of the shares sold will be nil. Investment examples may vary accordingly with the investor's marginal tax rate. The BC credit reduces the CEE eligible for the federal credit, and both credits can lead to a negative CEE and therefore income inclusion in 2022. This investment example is based on the Partnership completing the offering of $5,000,000.

Item 1. Use of Available Proceeds

1.1 Funds

The table below sets forth the funds available as a result of the Offering:

		Assuming minimum offering	**Assuming maximum offering(1)**	**Assuming maximum offering with Overallotment Option(2)**
A	Amount to be raised by this offering	$0	$5,000,000	$7,000,000
B	Selling commissions and fees:			
	- Agent's Fee(3)	$0	$300,000 (6%)	$420,000 (6%)
	- Administrator's Fee	$0	$50,000 (1%)	$70,000 (1%)
	- General Partner's Fee(4)	$0	$100,000 (2%)	$140,000 (2%)

C	Estimated offering costs (e.g. legal, accounting, audit)[5]	$68,500	$68,500 (1%)	$68,500 (1%)
D	Available Funds: E = A-(B+C)	($68,500)	$4,481,500	$6,301,500
E	Working capital deficiency[6]	$68,500	Nil	Nil
F	Total: F = D - E	($68,500)	$4,481,500	$6,301,500

Notes
1. Based on a maximum subscription of up to 500,000 Units.
2. Based on a maximum subscription of up to 500,000 Units and full exercise of the Over-allotment Option by the Agent for 200,000 Units, for a total maximum subscription of 700,000 Units.
3. The Partnership will pay the Agent up to 6% of the gross proceeds of sales by the Agent. The Agent will pay the Selling Agents distribution or agency fees out of the aggregate Agent's Fee. See Item 7 "*Compensation Paid to Sellers and Finders*".
4. 2% of gross proceeds will be paid to the General Partner for services rendered to the Partnership. This amount includes 5% GST.
5. This amount includes approximately $20,000 representing the invoices paid prior to the date of the Offering Memorandum relating to the establishment of the Partnership and legal costs associated with drafting the Offering Memorandum.
6. Because there is no minimum offering for this Offering, if no funds are raised, any fixed costs incurred in connection with the Offering will constitute a working capital deficiency, which the Partnership may be unable to eliminate without additional contributions by its partners.

The Partnership will pay for all expenses incurred in connection with the operation and administration of the Partnership. See Item 2.7 "*Material Agreements – Limited Partnership Agreement - Fees and Expenses*".

1.2 Use of Available Funds

The table below sets forth a detailed breakdown of how the Partnership will use the available funds as calculated under Item 1.1 "*Funds*", above:

Description of intended use of available funds listed in order of priority	**Assuming maximum offering[1]**	**Assuming maximum offering with Overallotment Option[2]**
Reserves for ongoing fees, expenses, marketing and dissolution expenses	$81,500	$141,500
Estimated amount available to purchase Flow-Through Shares and/or Flow-Through Units of Mineral Issuers	$4,400,000	$6,160,000
Total	$4,481,500	$6,301,500

Notes
1. Based on a maximum subscription of up to 500,000 Units.
2. Based on a maximum subscription of up to 500,000 Units and full exercise of the Over-allotment Option by the Agent for 200,000 Units, for a total maximum subscription of 700,000 Units.

The Partnership will invest all of the Available Funds in Flow-Through Shares or Flow-Through Units. The reserve for ongoing fees and expenses is based on estimates. The General Partner will fund ongoing fees and expenses of the Partnership beyond the amounts reserved from proceeds of the sale of Flow-Through Shares or Flow-Through Units held by the Partnership. See Item 2.3 "*Development of Business*".

The proceeds from the issue of the Units will, on each Closing, be paid to the Partnership, deposited in its bank account and managed on behalf of the Partnership by the Administrator (on behalf of the General Partner). Pending the investment of Available Funds in Mineral Issuers, all such funds will be invested in Liquid Investments. Interest earned by the Partnership from time to time after a Closing on funds of the Partnership will accrue to the benefit of the Partnership. Interest accruing to the benefit of the Partnership prior to December 31, 2021 will form part of the Available Funds to be invested with regard to the Investment Guidelines and interest accruing thereafter may be used to pay Partnership expenses.

The Partnership plans to invest all of the Available Funds (less the funds reserved for ongoing fees, expenses, marketing and dissolution expenses) in Flow-Through Shares and/or Flow-Through Units of Mineral Issuers on or before December 31, 2021.

The Partnership will advance funds to Mineral Issuers under Flow-Through Agreements in substantially the form described below. The Partnership may invest Available Funds in Mineral Issuers from the initial Closing or additional Closings prior to subsequent Closings. The Offering may be completed in multiple Closings before December 31, 2021. Available Funds from each Closing will be invested from time to time as the Administrator and the General Partner deem advisable in accordance with the terms of the Partnership Agreement. See Item 2.2 "*Our Business*".

Available Funds that have not been invested pursuant to Flow-Through Agreements by December 31, 2021, other than funds required to finance the operations of the Partnership, will be returned to the Limited Partners by April 30, 2022 on a *pro rata* basis to Limited Partners of record holding Units as at December 31, 2021, without interest or deduction.

1.3 Reallocation

We intend to spend the Available Funds as stated. We will reallocate funds only for sound business reasons.

Item 2. Business of Cordillera 2021 Flow-Through Limited Partnership

2.1 Structure

The Partnership is a limited partnership formed under the provisions of the *Partnership Act* (British Columbia) on May 31, 2021 when the Partnership's Certificate of Limited Partnership was filed. The Partnership is governed by the Partnership Agreement between the General Partner and the Initial Limited Partner dated May 27, 2021. See Item 2.7 "*Material Contracts - Limited Partnership Agreement*".

The General Partner was incorporated under the provisions of the *Business Corporations Act* (British Columbia) on April 9, 2021. The General Partner has co-ordinated the formation, organization and registration of the Partnership.

The registered address and head office for both the Partnership and the General Partner is 1100 – 1111 Melville Street, Vancouver, British Columbia, Canada V6E 3V6.

2.2 Our Business

Overview of the Business

The Partnership was formed for the express purpose of raising capital by the sale of Units in the Partnership and investing Available Funds from the proceeds of such sale in Flow-Through Shares and/or

Flow-Through Units of Mineral Issuers. More specifically, the Partnership intends to focus the majority of its investment activities on Mineral Issuers which are exploring in British Columbia.

Within the groups of Mineral Issuers which have exploration programs in British Columbia, the Partnership intends to invest approximately 70% of Available Funds in BC-based Mineral Issuers (and additional amounts in non-BC-based Mineral Issuers) which are viewed by the Partnership as having the following additional characteristics:

- Experienced management with a good track record;
- Publicly traded on a Canadian stock exchange;
- A well-planned, aggressive and creative exploration program in British Columbia for 2021/2022; and
- A portfolio of prospective properties, situated both in Canada and elsewhere.

The Partnership will place importance on Mineral Issuers whose 2021/2022 exploration program includes drilling. The Partnership reserves the right to make investments in Mineral Issuers which are engaged in resource exploration outside British Columbia (but within Canada) if the Partnership is of the view that such investments represent extraordinary opportunities, and the Administrator and the General Partner, on behalf of the Partnership, may invest in such non-BC-based Mineral Issuers in investments that may constitute greater than 30% of the Available Funds, acting on the advice of the Investment Manager.

The General Partner has retained Fieldhouse Capital Management Inc. as the Administrator and investment fund manager of the Partnership. Fieldhouse Capital Management Inc. is registered as a portfolio manager, exempt market dealer, and investment fund manager regulated by the British Columbia Securities Commission. The Partnership and the Administrator have in turn engaged John Kason, a registered portfolio manager, as the Investment Manager for the Partnership, who will provide portfolio manager services and manage the investments of the Partnership in Flow-Through Shares and Flow-Through Units in accordance with the Investment Guidelines.

See Item 2.7 "*Material Agreements – Master Administrative Services Agreement*" and "*Material Agreements – Investment Manager Agreement*".

The General Partner, together with the Administrator, will develop and implement all aspects of the Partnership's communications, marketing and distribution strategies and will manage the ongoing business, investment (acting on the advice of the Investment Manager) and administrative affairs of the Partnership. In consideration for these services and pursuant to the terms of the Partnership Agreement, the Partnership will pay to the General Partner a one-time fee equal to 2% of the gross proceeds of the sale of the Units, payable on closing of the offering. See Item 1.2 "*Use of Net Proceeds*". In addition, the General Partner will be entitled to 100% of the Warrants (if any) of Mineral Issuers purchased by the Partnership by way of Flow-Through Agreement as a performance bonus. Such Warrant retention is to compensate the General Partner for negotiating favourable terms for investments in Mineral Issuers.

Additionally, the General Partner has retained Fieldhouse Capital Management Inc. as Agent and distribution agent for the Offering, who, along with applicable Selling Agents, and in accordance with and as permitted by Applicable Securities Laws (as defined herein), will market and distribute the Units in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario, on behalf of the Partnership. See Item 7 – "*Compensation Paid to Agents and Selling Agents*".

The General Partner, on behalf of the Partnership, and acting on the advice of the Investment Manager, will enter into Flow-Through Agreements with Mineral Issuers as required to expend the Available Funds. Each Flow-Through Agreement will set forth, among other things:

(a) the pricing and plan of distribution of the Flow-Through Shares or Flow-Through Units to be purchased by the Partnership;

(b) the information to be transmitted by the Mineral Issuer to the Partnership; and

(c) the undertakings, representations, warranties and covenants of the Mineral Issuer.

Pursuant to the terms of the Flow-Through Agreements, Mineral Issuers will be obligated to incur exploration and development expenditures that qualify as Qualified CEE and provide the Partnership with, among other things, a report certifying that the expenditures made qualify as Qualified CEE. Subscription monies will generally be released to the Mineral Issuer prior to the receipt of the report. Typically, Flow-Through Agreements will require the Mineral Issuers to incur Qualified CEE and renounce Qualified CEE to the Partnership.

The General Partner, on behalf of the Partnership, will subscribe for Flow-Through Shares or Flow-Through Units on or before December 31, 2021 having an aggregate subscription price equal to the Available Funds in contemplation of the Mineral Issuers incurring and renouncing Qualified CEE in an amount equal to the subscription price of the Flow-Through Shares or Flow-Through Units to the Partnership, with an effective date of not later than December 31, 2021.

The General Partner, on behalf of the Partnership, will not enter into Flow-Through Agreements under which Available Funds are committed which contemplate that CEE will be incurred after December 31, 2021 unless the Agreement provides that Qualified CEE will be renounced in favour of the Partnership with an effective date of not later than December 31, 2021. See Item 8 "*Risk Factors - Tax-Related*". The Flow-Through Agreements will include rights of termination in favour of the General Partner, on behalf of the Partnership, and the Mineral Issuers that may be exercised in specified circumstances.

Focus on Mineral Issuers

The General Partner believes in the optimism of precious metals and base minerals for the following reasons:

- Central Banks have been building and adding to their gold reserves for the past decade, and the trend continues.
- The reserve life at the major gold companies is only about ten years and declining, as new mines to replace reserves are not being found at a pace the keeps up with the decline.
- New uses for copper and silver are growing in the medical and clean tech industries, as reserves decline, and new mine development can now take 10-30 years to come on stream from exploration to development stages.
- Jurisdictional and nationalization threats are a growing concern as countries threaten to nationalize mines and rewrite existing deals as metal prices rise.
- 70 percent of the governments around the world are employing a negative interest rate policy, and injecting monetary stimulus into the system, at an alarming rate.
- The United States Treasury Secretary Janet Yellen is advocating low rates and monetary stimulus years into the future, causing concerns that the US dollar will weaken further.

- Federal reserve Chairman Jerome Powell has endorsed a higher inflation target for at least the next three (3) years and also stated that higher inflation rates above the increased rates would also be acceptable.

Timeline from Investment to Liquidation

1. Investors purchase Units of the Partnership and the net proceeds are used by the Partnership to purchase Flow-Through Shares or Flow-Through Units.

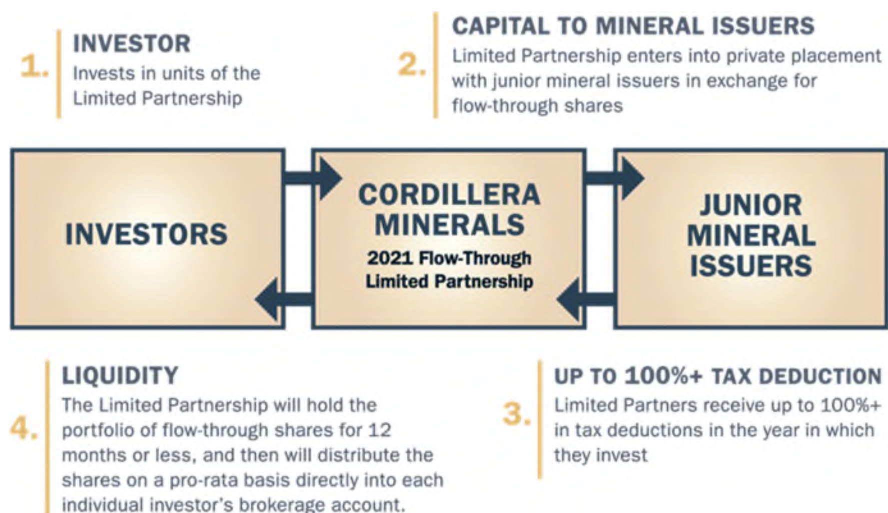
2. The Mineral Issuers will renounce their CEE to the Partnership, which then allocates the CEE to its investors.

3. The investors can then deduct the CEE against their income. The adjusted cost base of the Units is reduced by the tax deductions to zero, and increased by any capital gains when the investments are sold.

4. Upon the dissolution of the Partnership following a Liquidity Event, the Partnership's unitholders will directly receive their *pro rata* share of a portfolio of select Mineral Issuers through an electronic distribution. This allows the Investor and their financial advisor to determine when they would like to choose to sell or if they will continue to hold the Mineral Issuer shares for potential appreciation in the years to come.

5. There is no immediate tax liability until the investor decides to sell their Mineral Issuer shares, which allows investors the option to defer their tax liability or to do additional tax planning such as contributing the portfolio of Mineral Issuer shares into their RRSP for an additional tax deduction in the year following their initial investment. There will be capital gains tax payable on any deemed disposition of the Mineral Issuer shares including selling or contributing the shares into an RRSP.

The diagram below illustrates the lifecycle of an investment in the Limited Partnership and the relationship among investors and the Mineral Issuers in which the Partnership invests.



The Partnership is a limited partnership with a mandate to provide capital appreciation through a diversified portfolio of equities in Mineral Issuers. Investors also benefit through the realization of tax

savings of up to 100%+ of the amount invested. The tax savings are applicable to income from employment, business or property.

Liquidity Event

In order to provide Limited Partners with liquidity and the potential for long-term growth of capital, the General Partner intends (subject to market conditions) to implement a Liquidity Event on or before June 30, 2022, which may be extended to a date no later than June 30, 2023. The General Partner currently intends that the Liquidity Event will be a *pro rata* electronic distribution of Mineral Issuer Shares held by the Partnership, directly into the securities accounts of each individual investors.

This distribution is not subject to the approval of Limited Partners, however, the Liquidity Event will be implemented at a Partners' meeting held on not less than 21 days' prior notice to Limited Partners. The Partnership may be dissolved earlier than June 30, 2022 if the General Partner, or Limited Partners holding at least $33^{1/3}$% of the Units, make a demand in writing for dissolution and the Limited Partners consent thereto by means of an Extraordinary Resolution, on the date specified in such Extraordinary Resolution. For additional information on the dissolution process, see 2.7 "*Material Agreements – Limited Partnership Agreement – Dissolution*".

Traditional flow-through limited partnerships usually have a life span of 18-24 months. Under this model, the traditional flow-through limited partnerships then roll into a publicly traded mutual fund to provide Investors with liquidity. In comparison, the Partnership's structure intends to provide early liquidity to Investors within 12 months or less from the date of their initial investment. Each of the securities in the Mineral Issuers is subject to a minimum hold period of four months from date of the Partnership placement before becoming free trading shares. The Partnership also is required to hold the shares through one calendar year.

Advisory Board

Pursuant to the terms of the Partnership Agreement, the General Partner will make investment decisions in Mineral Issuers acting on advice of the Investment Manager and the Advisory Board. The table below sets forth the current members of the Advisory Board and a brief description of their relevant experience. The Advisory Board may be recomposed by the General Partner from time to time:

Advisory Board Member	**Relevant Experience**
Mr. John Newell	Mr. Newell has been in the investment industry for over 40 years and was previously an investment advisor at CIBC Wood Gundy, Blackmont Capital, Jennings Capital, Mackie Research, Canaccord Genuity & Fieldhouse Capital. Mr. Newell was the Founder and Portfolio Manager of the Fieldhouse Pro Funds - Global Precious Metals Fund, which specialized in precious metal equities and commodities with a disciplined, proprietary investment strategy incorporating equity research, and utilizing both technical & analytical frameworks. Mr. Newell currently is the President & CEO of Golden Sky Minerals Corp. (AUEN.V)

Mr. Alf Stewart	Mr. Alf Stewart has a career spanning over 40 years in the resource and investment industries. Mr. Stewart's career includes time spent as a geologist, stock exchange regulator, investment banker, analyst, and investment advisor. Mr. Stewart has worked for such firms as Bank of Montreal, Esso Minerals, Erickson Gold Mining, Canaccord Capital, Haywood Securities, Golden Capital, and Raymond James. He has been involved in financing mining companies for over twenty-five years, including discoveries in the base and precious metals sectors. Mr. Stewart currently acts as Chairman for Searchlight Resources Inc., and Director of NV Gold Corp.

Investment Objective and Criteria

The investment objective of the Partnership is to provide capital appreciation and income tax deductions to Limited Partners through investments in a diversified portfolio of Flow-Through Shares or Flow-Through Units of Mineral Issuers, primarily representing BC-based mineral exploration projects. For diversification purposes, the Partnership may invest in other Canadian junior resource mineral companies (with projects outside of BC) which would provide the benefit of the Canadian Exploration Expense (CEE) tax deductions and the Federal (15%) investment tax credit (ITC) for the Limited Partners in 2021. All exploration programs to be undertaken by those companies must meet a set of well-defined investment criteria and be eligible to issue Flow-Through Shares or Flow-Through Units.

The Investment Manager, on behalf of the Partnership, will build a diversified portfolio of Flow-Through Shares and Flow-Through Units of Mineral Issuers that:

- (i) are publicly traded on a North American stock exchange;
- (ii) are publicly traded companies that have appropriate daily trading volumes;
- (iii) have proven, experienced and successful management teams;
- (iv) have strong exploration programs, or exploration, development and/or production programs, in place;
- (v) have shares that represent good value and the potential for capital appreciation;
- (vi) provide diversified commodity markets/types, and geographic location, which are up to 70% BC-focused;
- (vii) offer an attractive share capital structure and reasonable opportunity for liquidity.

Calculation of Net Asset Value

On the last business day of each calendar year end and at the dissolution of the Partnership, the General Partner, the Administrator, or a valuation agent retained by the General Partner or the Administrator, will calculate the Net Asset Value and Net Asset Value per Unit by adding up the assets of the Partnership, subtracting its liabilities, and dividing that amount by the total number of Units then outstanding.

2.3 Development of Business

The Partnership was formed on May 31, 2021, for the express purpose set out above under "*Our Business*". The primary objective of the Partnership is to invest in Flow-Through Shares or Flow-Through Units of Mineral Issuers engaged in resource exploration in British Columbia but may invest in Mineral

Issuers engaged in resource exploration in other provinces of Canada. The objective is to maximize the tax benefits to the Limited Partners and to achieve capital appreciation for the Limited Partners prior to the Partnership being wound up.

The Partnership will be wound up on June 30, 2022 or if the General Partner decides in its sole reasonable opinion that the Partnership should be dissolved at an earlier date, or a later date, to be no later than June 30, 2023. The Partnership may be wound up earlier on the occurrence of certain events set out in the Partnership Agreement or at a later date if approved by Extraordinary Resolution. On the winding up, the Partnership will first pay all debts and other liabilities of the Partnership and make an allowance for expenses relating to the winding-up, and will then distribute all of the assets, to the Limited Partners as to 99.99%, and the remaining 0.01% to the General Partner.

2.4 Long Term Objectives

The Partnership intends to invest all the available funds in diversified portfolios of Flow-Through Shares or Flow-Through Units of Mineral Issuers in such a way that it maximizes returns and tax deductions in respect of CEE for Limited Partners. Immediately after each Closing the General Partner, acting on the advice of the Investment Manager, will analyze investment opportunities for the available funds raised with a view to acquiring high-quality Flow-Through Shares and/or Flow-Through Units. The General Partner and the Administrator will actively manage the Partnership with the objective of achieving capital appreciation for the Partnership.

The Partnership intends to dissolve and implement a Liquidity Event within the 12-month period following the first Closing, however, this may be extended to a date no later than April 30, 2023. See Item 2.2 "*Our Business – Liquidity Event*".

2.5 Short Term Objectives and How We Intend to Achieve Them

The immediate objective of the Partnership is to raise $5,000,000 by the sale of 500,000 Units, subject to an over allotment option granted to the Agent to raise an additional $2,000,000 by the sale of 200,000 Units, resulting in an increase on the maximum offering to $7,000,000 or 700,000 Units, if the over-allotment option is fully exercised. During and following such initial activities, the Partnership will be critically identifying, assessing and evaluating for investment several Mineral Issuers. From such a review, the Partnership will identify a short list of Mineral Issuers each of which meets the Partnership's investment objectives set out above under the heading "*Our Business*". The Partnership will then consult with each such Mineral Issuer on the list with a view to negotiating a Flow-Through Agreement for the purchase by private placement of Flow-Through Shares or Flow-Through Units.

The General Partner and the Partnership have agreed that if the Partnership has not fully invested its Available Funds in Mineral Issuers as described in this Offering Memorandum before a Subsequent Partnership is formed, the Partnership will be presented with all opportunities to invest in Mineral Issuers before any Subsequent Partnership is presented with such opportunities, and if the Partnership does not take such opportunities, or the opportunities are not within the investment parameters and guidelines of the Partnership, then the applicable Subsequent Partnership will then be presented with such opportunities to invest in such issuers. See Item 8 "*Risk Factors - Conflicts of Interest*" for further information.

Under the terms of each Flow-Through Agreement, the Partnership will subscribe for Flow-Through Shares or Flow-Through Units of the Mineral Issuer issued from treasury and the Mineral Issuer will be obligated to incur and renounce to the Partnership, in an amount equal to the subscription price for the Flow-Through Shares (or for Flow-Through Shares comprised in Flow-Through Units), expenditures in respect of resource exploration which qualify as Qualified CEE.

Pursuant to the terms of the Investment Agreements, Eligible Expenditures will be renounced to the Partnership with an effective date no later than December 31, 2021. The Investment Agreements entered into by the Partnership during 2021 may permit a Mineral Issuer to incur Eligible Expenditures in 2021, provided that the Mineral Issuer agrees to renounce such Eligible Expenditures to the Partnership with an effective date of December 31, 2021. Any Mineral Issuer will be liable to the Partnership if it fails to satisfy such obligations. Following the Partnership's investment in Flow-Through Shares or Flow-Through Units, Limited Partners who have sufficient income, subject to certain limitations, will be entitled to claim certain deductions from income with respect to Eligible Expenditures incurred and renounced to the Partnership and then allocated to the Limited Partners. See Item 6 "*Canadian Federal Income Tax Considerations*".

The General Partner, on behalf of the Partnership, may sell Flow-Through Shares or Flow-Through Units prior to dissolution of the Partnership if the General Partner or the Administrator (on behalf of the General Partner) is of the view that it is in the best interests of the Partnership to do so. For example, this may occur if the Mineral Issuer becomes subject to a take-over bid. Any net cash balances of the Partnership arising from the sale of Flow-Through Shares or Flow-Through Units which occurs prior to the dissolution of the Partnership will be invested in Liquid Investments.

On dissolution of the Partnership, the Limited Partners will receive 99.99% of the net assets of the Partnership and the General Partner will receive 0.01% of such assets.

What we must do and how we will do it[(1)]	**Target completion date, if now known, number of months to complete**	**Our cost to complete**[(1)]
Raise up to $5,000,000	December 31, 2021	$81,500
Pay the management fees (the General Partner Fee) to the General Partner	December 31, 2021	$100,000
On-going fees, expenses and marketing	Target June 30, 2022 (No later than June 30, 2023)	$379,500
Invest in Flow-Through Shares or Flow-Through Units of Mineral Issuers	No later than December 31, 2021	$4,400,000
Dissolve Partnership	Target June 30, 2022 (No later than June 30, 2023)	$39,000

Notes

1. Based on a maximum subscription of up to 500,000 Units. Any Units that might be issued as a result of the exercise of the Over-allotment Option by the Agent are not included in this table.

The proceeds of the offering may not be sufficient to accomplish all of the Issuer's proposed objectives and there is no assurance that alternative financing will be available.

2.6 Insufficient Funds

The funds available as a result of the offering may not be sufficient to accomplish all of the Partnership's proposed objectives and there is no assurance that alternative financing will be available.

2.7 Material Agreements

The following agreements, as summarized below, are the agreements that the Partnership considers material to its business and operations.

Master Administrative Services Agreement

Pursuant to a Master Administrative Services Agreement (the "***Administrator Agreement***") dated June 4, 2021 between the Administrator, the Partnership, and the General Partner, the General Partner, on behalf of the Partnership, retained the Administrator to provide certain management, investment fund manager, selling agent, and other administrative services and facilities to the General Partner and the Partnership.

Specifically, the duties of the Administrator include, among other things:

(a) preparing, certifying, executing and filing with the appropriate authorities, all such documents as may be necessary or desirable in connection with the Offering and/or the issue, sale and distribution of Units;

(b) preparing written and printed materials to be provided to holders of Units;

(c) performing general managerial, clerical, supervisory and administrative functions or any other tasks on behalf of the General Partner, on behalf of the Partnership, as may be required from time to time;

(d) appointing a record keeper or registrar and transfer agent, and any custodian or performing such duties directly;

(e) determining the investment policies, practices, objectives and investment strategies applicable to the Partnership, including any restrictions on investments which it deems advisable, and to implement such policies, practices and objectives;

(f) receiving and processing all subscriptions for the Offering;

(g) appointing the bankers in respect of the Partnership and establishing banking procedures to be implemented by the General Partner on behalf of the Partnership;

(h) establishing and appointing the members of any independent review committee or similar body as may be required by Applicable Securities Laws, and overseeing such affairs of the independent review committee are conducted in accordance with Applicable Securities Laws;

(i) appointing one or more Investment Managers in respect of the Partnership who shall be, if required by Applicable Securities Laws, duly registered and qualified investment advisers. The Administrator shall ensure that any Investment Managers are aware of and comply with the investment policies, practices and objectives and investment restrictions established by the Administrator; and

(j) doing all such other acts and things as are incidental to the foregoing, and exercising all powers which are necessary or useful to carry on the business of the General Partner on behalf of the Limited Partnership, to promote any of the purposes for which the Partnership is formed and to carry out the provisions of the Administrator Agreement.

The Administrator is entitled to receive the Administrator's Fee for its services as Administrator, being an amount equal to 1% of the gross proceeds raised at each Closing under the Offering, plus an applicable amount of goods and services tax. The Administrator's Fee shall be paid in cash as soon as reasonably practicable after the end of each Closing under the Offering, and in any event within five (5) business days after the end of each month. The Administrator shall also be entitled to reimbursement for out of pocket costs it incurs on behalf of the General Partner and/or the Partnership.

Additionally, pursuant to the Administrator Agreement, the Administrator agreed to act as Agent for the Offering. The Agent may offer Units for sale to prospective purchasers, and enter into arrangements regarding the distribution and sale of Units, including with certain Selling Agents appointed by the Agent who may in turn market and distribute the Units. The Agent shall have the right to charge fees in connection with the distribution or sale of Units, being the Agent's Fee, equal to a maximum of 6% of the gross proceeds raised after the end of each Closing. The Agent's Fee will be paid on similar terms as the Administrator's Fee. Any fees payable to the Selling Agents will be paid out of the aggregate Agent's Fee. While the Agent has agreed to use its commercially reasonable efforts to sell the Units, it is not obliged to purchase any Units, including under the Over-allotment Option.

The term of the Administrator Agreement is for a period of one year from the date of the agreement, which will be automatically renewed for additional terms of one year each, or until such time as the Partnership is dissolved. The Administrator Agreement may be terminated by the General Partner on 15 business' days written notice in the event of the failure of the Administrator to perform its duties or obligations, or upon malfeasance or misfeasance of the Administrator, or, without any prior notice if the Administrator commits acts of bankruptcy or insolvency, commits a fraudulent act, or loses registrations or licenses required for it to fulfill its duties. The Administrator may elect not to renew the Agreement on 120 days' prior notice to the General Partner.

The Partnership and the General Partner have agreed to indemnify the Administrator and the Partnership against costs and claims incurred in connection with actions, suits or proceedings which the Administrator is made party to by reason of providing services under the Administrator Agreement, excluding for acts of wilful misconduct, bad faith, negligence or reckless disregard of duty. The Administrator agreed to indemnify the General Partner against costs and claims incurred in connection with actions, suits or proceedings which the General Partner is made party to by reason of the Administrator's acts of wilful misconduct, bad faith, negligence or reckless disregard of duty.

Investment Manager Agreement

Pursuant to an investment management services agreement (the "***Investment Manager Agreement***") by and among the Administrator (on behalf of itself and the Partnership) and the Investment Manager dated June 4, 2021, the Administrator retained the Investment Manager to provide investment and portfolio management services to the Partnership.

The Investment Manager will provide investment advice on the Partnership's investment in Flow-Through Shares and Flow-Through Units in accordance with the investment objectives, strategies and restrictions of the Partnership, including the Investment Guidelines. The Investment Manager shall have general responsibility for making investment decisions with respect to the Partnership, subject to the limits set forth in the Investment Manager Agreement.

Specifically, the Investment Manager acknowledged and agreed to, among other things:

(a) provide investment analysis, advice and recommendations for the Partnership and implement investment decisions for the Partnership;

(b) purchase, with monies or other assets paid, delivered or credited to the Partnership, portfolio securities and other investments consistent with the investment objectives, strategies and restrictions of the Partnership;

(c) sell or otherwise dispose of any portfolio securities or other investments held at any time by or on behalf of the Partnership that are no longer consistent with the applicable investment objectives or strategies or no longer comply with the applicable investment restrictions;

(d) on the written instruction of the Administrator, ensure that the portion of the assets of the Partnership specified by the Administrator be held in cash or in term deposits for the purposes of providing the Partnership as a reserve;

(e) provide the Administrator with any pertinent information, including the views of the Investment Manager on at least a quarterly basis on the past and projected future performance of the Partnership, required to be included in any reports to holders of Units or in any reports or registrations which must be filed by or on behalf of the Partnership;

(f) exercise any rights, warrants, privileges, options and, in consultation with the Administrator, voting rights pertaining to, or associated with, the portfolio securities or other investments of the Partnership;

(g) enter into agreements on behalf of the Partnership with respect to the investment of the property and assets of the Partnership; and

(h) retain brokers on behalf of the Partnership for the purposes of effecting portfolio transactions and the negotiation of commissions and charges.

The Investment Manager will not be liable for any investment made by the Investment Manager on behalf of the Partnership in contravention of the investment restrictions of the Partnership if the Investment Manager relied in good faith on legal counsel or the Administrator in certain circumstances.

The Investment Manager shall provide the Administrator with reports requested by the Administrator relating to the Investment Manager's services, including statements of securities held and certificates of compliance with the Partnership's investment strategies.

The Administrator shall consult with the Investment Manager prior to changing or proposing to change, on behalf of the Partnership investment objectives, strategies or restrictions or any investment policies adopted by the Administrator on behalf of the Partnership.

Pursuant to the Investment Manager Agreement, the Administrator (on behalf of itself and the Partnership) and the Investment Manager agreed to appoint the Royal Bank of Canada to act as master custodian of the assets of the Partnership. The Partnership will appoint a sub-custodian to manage the day-to-day cash and investment portfolio activities of the Partnership approved by the Administrator. The master custodian shall, among other things, provide daily cash reports, monthly portfolio and transaction reports, and online portfolio information.

The Investment Manager will be entitled receive 70% of the Administrator's Fee, from which shall be deducted any trailer fees, commissions, internal Administrator's wealth management client allocation amounts or other fees applicable to the sale of Units payable to third parties, all of which shall be borne by the Investment Manager. In the event the Administrator fails to pay the Investment Manager as required, the Partnership and the General Partner agree to cause the Administrator to pay such amounts, or to pay them on behalf of the Administrator and indemnify the Investment Manager for resulting losses.

The Investment Manager has agreed to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Partnership, the Limited Partners and the General Partner, and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent portfolio manager would exercise in the circumstances. The Administrator provides that the Investment Manager will not be liable in any way for any liability, loss, damages, expenses or claims, except in respect of acts or omissions of the Investment Manager to exercise its powers honestly and in good faith, or as a result of its willful misconduct, negligence or disregard.

The term of the Investment Manager Agreement is for a period of one year from the date of the agreement, which will be automatically renewed for additional terms of one year each, or until such time as the Partnership is dissolved. The Investment Manager Agreement may be terminated by the Administrator on 60 days' prior notice for any reason, or on 15 business' days written notice in the event of the failure of the Investment Manager to perform its duties or obligations, or upon malfeasance or misfeasance of the Investment Manager, or, without any prior notice if the Investment Manager commits acts of bankruptcy or insolvency, commits a fraudulent act, or loses registrations or licenses required for it to fulfill its duties. The Investment Manager may elect not to renew the Agreement on notice to the Administrator at least 120 days' prior to the end of the term.

The Partnership agreed to indemnify the Investment Manager against costs and claims incurred in connection with actions, suits or proceedings which the Investment Manager is made party to by reason of providing services under the Investment Manager Agreement, excluding for acts of wilful misconduct, bad faith, negligence or reckless disregard of duty. The Investment Manager agreed to indemnify the General Partner, the Partnership, and the Administrator against costs and claims incurred in connection with actions, suits or proceedings which they are made party to by reason of the Investment Manager's acts of wilful misconduct, bad faith, negligence or reckless disregard of duty.

Limited Partnership Agreement

By agreement (the "**Partnership Agreement**") dated May 27, 2021, Cordillera Minerals 2021 Management Ltd. and Cordillera Minerals Group Ltd., as the initial limited partner, agreed to form the Partnership.

The following is a summary of the key terms of the Partnership Agreement which is incorporated herein by reference. **This summary is not intended to be complete and each investor should carefully review the form of the Partnership Agreement a copy of which is available on request from the General Partner**.

The rights and obligations of the Limited Partners and the General Partner are governed by the laws of the Province of British Columbia and the Partnership Agreement. Each investor shall submit an offer to purchase Units to the Agent, in form and content satisfactory to the Agent. An investor whose offer to purchase has been accepted by the General Partner will become a Limited Partner upon the amendment of the record of Limited Partners maintained by the General Partner. At or as soon as possible after the initial Closing of the issue of Units, the interest of the Initial Limited Partner will be redeemed by the Partnership in the amount of its capital contribution of $10.

Units

To become a Limited Partner, an investor must acquire 2,500 or more Units in the Partnership. Fractional Units will not be issued. An investor must enter into a subscription agreement with the Partnership and in accordance with the Partnership Agreement and such subscription agreement, among other things, is deemed to give certain representations, warranties and covenants as set forth in the Partnership Agreement and to grant the power of attorney to the General Partner as set out in the Partnership Agreement. The Partnership Agreement includes representations, warranties and covenants on the part of the investor that they are not a non-resident of Canada for the purposes of the Tax Act, that they will maintain such status during such time as the Units are held by them, that they are not a partnership (other than a "Canadian partnership", as defined in the Tax Act) and that payment of the subscription price of their Units was not financed with indebtedness for which recourse is, or is deemed to be, limited for the purposes of the Tax Act. In addition, if the General Partner becomes aware that owners of 45% or more of the Units then outstanding are, or may be, financial institutions or that such a situation is imminent, the General Partner may send notice to certain of these Limited Partners requiring them to sell their Units or a portion thereof within a specified period of not less than 15 days. If a Limited Partner fails to comply with any such a request, the General Partner shall have the right to sell such Limited Partner's Units or to purchase the same on behalf of the Partnership at fair value as determined by an independent third party selected by the General Partner, whose determination will be final and binding and not subject to review or appeal.

The interest in the Partnership of the Limited Partners will be represented by a total of not more than 1,000,000 Units, inclusive of any over-allotment options. In addition to the Units offered under the Offering, the Partnership may issue additional Units from time to time up to the maximum of 1,000,000 Units in the aggregate.

Each Unit entitles the holder to the same rights and obligations as a holder of any other Unit and no Limited Partner is entitled to any privilege, priority or preference in relation to any other Limited Partner. Each Limited Partner is entitled to one vote for each Unit held. On dissolution, the Limited Partners of record holding the then outstanding Units are entitled to receive 99.99% of the assets of the Partnership remaining after payment of debts, liabilities and liquidation expenses of the Partnership.

At each Closing, non-certificated interests representing the aggregate number of Units subscribed for at such Closing will be recorded on the register of the Partnership on the date of such Closing. No certificates representing the Units will be issued unless requested by a Limited Partner, and the Partnership may issue electronic Unit certificates if the Limited Partners request certification.

Fees and Expenses

The Partnership shall pay: (a) to the General Partner the fees described under Item 3.1 "*Compensation and Securities Held – Compensation of the General Partner*"; (b) to the Agent a commission up to 6% of the selling price for each Unit for which subscriptions are accepted by the General Partner; and (c) the expenses of this offering. Fees payable to applicable Selling Agents will be paid by the Agent out of the Agent's Fee. See Item 7 "*Compensation paid to Sellers and Finders*" for further details.

Net Income and Loss on dissolution

The Partnership will allocate *pro rata* among the Limited Partners of record on the last day of each fiscal year 99.99% of the net income or net loss of the Partnership. The Partnership will make such filings in respect of such allocations as are required by the Tax Act or any other taxation or other legislation or laws of like import of Canada or of any province or jurisdiction. Limited Partners will be entitled to claim

certain deductions from income for income tax purposes as described, and subject to limitations set forth, under Item 6 "*Canadian Federal Income Tax Considerations*".

Allocation of Qualified CEE

The Partnership will allocate to each Limited Partner of record on the last day of each fiscal year their *pro rata* share of 100% of the Qualified CEE renounced to it by Mineral Issuers with an effective date in such fiscal year and will make such filings in respect of such allocations as are required by the Tax Act.

Distributions

The Partnership may make distributions to partners prior to the dissolution of the Partnership. There are tax consequences to such distributions. See Item 6 "*Canadian Federal Income Tax Considerations*".

Functions and Powers of the General Partner

The General Partner has the authority to manage the operations and affairs of the Partnership, to make all decisions regarding the business of the Partnership and to bind the Partnership. The General Partner, with the advice of the Investment Manager and the Advisory Board (as selected by the General Partner from time to time), has the authority to select the applicable Mineral Issuers that the Partnership will invest in and will manage the resulting portfolio of Flow-Through Shares and Flow-Through Units in such Mineral Issuers, or shall delegate such powers to the Investment Manager pursuant to the Investment Manager Agreement. The General Partner may also delegate its powers in respect of the Partnership to the Administrator pursuant to the Administrator Agreement, and to the Investment Manager pursuant to the Investment Manager Agreement. See Item 2.7 "*Material Contracts*".

The General Partner is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Partnership and to exercise the care, diligence and skill of a reasonably prudent and qualified manager. Among other restrictions imposed on the General Partner, it may not dissolve the Partnership nor wind up the Partnership's affairs except in accordance with the provisions of the Partnership Agreement.

The General Partner shall have the power to make on behalf of the Partnership and each Limited Partner, in respect of such Limited Partner's interest in the Partnership, any and all elections, determinations or designations under the Tax Act or any other taxation or other legislation or laws of like import of Canada or of any province or jurisdiction. The General Partner shall file, on behalf of the General Partner and the Limited Partners, any information return required to be filed in respect of the activities of the Partnership under the Tax Act or any other taxation or other legislation or laws of like import of Canada or of any province or jurisdiction.

Accounting and Reporting

The Partnership's fiscal year will be the calendar year. A copy of the financial statements of the Partnership will be posted on the website of the General Partner within 90 days following the end of each fiscal year. Each statement will be accompanied by a narrative report describing the affairs and operations of the Partnership. The General Partner will ensure that the Partnership complies with all other reporting and administrative requirements.

The General Partner shall keep proper and complete books and records reflecting the activities of the Partnership. A Limited Partner or their duly authorized representative shall have the right to examine the books and records of the Partnership during normal business hours at the offices of the General Partner.

Notwithstanding the foregoing, a Limited Partner shall not have access to any information which, in the opinion of the General Partner, should be kept confidential in the interests of the Partnership.

Limited Recourse Financings

Under the terms of the Partnership Agreement, each Limited Partner represents and warrants that no portion of the subscription price for its Units has been financed with any borrowing that is a Limited Recourse Amount. Under the Tax Act, if a Limited Partner finances the acquisition of Units with a Limited Recourse Amount, the CEE or other expenses incurred by the Partnership may be reduced. The Partnership Agreement provides that where the CEE of the Partnership is so reduced the amount of CEE that would otherwise be allocated to the Limited Partner who incurs the limited recourse indebtedness shall be reduced by the amount of the reduction. Where the reduction of other expenses reduces the loss of the Partnership, the Partnership Agreement provides that such reduction shall first reduce the amount of the loss that would otherwise be allocated to the Limited Partner who incurs the limited recourse indebtedness.

Investors who propose to borrow or otherwise finance the subscription price of Units should consult their own advisors to ensure that any such borrowing or financing is not treated as a Limited Recourse Amount under the Tax Act.

Limited Liability

The Partnership was formed in order for Limited Partners to benefit from liability limited to the extent of their capital contributions to the Partnership together with their *pro rata* share of the undistributed income of the Partnership. Limited Partners may lose the protection of limited liability by taking part in the control of the business of the Partnership and may be liable to third parties as a result of any false or misleading statements in the public filings made pursuant to the *Partnership Act* (British Columbia). Limited Partners may also lose the protection of limited liability if the Partnership carries on business in a province or territory of Canada which does not recognize the limited liability conferred under the *Partnership Act* (British Columbia).

The General Partner has agreed to indemnify the Limited Partners against any costs, damages, liability or loss incurred by a Limited Partner that result from such Limited Partner not having limited liability, except where the lack or loss of limited liability is caused by some action of such Limited Partner or a change in any applicable legislation. **However, the General Partner has nominal assets. Consequently, it is unlikely that the General Partner will have sufficient assets to satisfy any claims pursuant to this indemnity.**

In all cases other than the possible loss of limited liability, no Limited Partner will be obligated to pay any additional assessment on or with respect to the Units held or purchased by him; however, the Limited Partners and the General Partner may be bound to return to the Partnership such part of any amount distributed to them as may be necessary to restore the capital of the Partnership to its existing amount before such distribution if, as a result of such distribution, the capital of the Partnership is reduced and the Partnership is unable to pay its debts as they become due.

Dissolution

The Partnership shall pursue its activities until on or about June 30, 2022, unless before such date the General Partner decides in its sole opinion that the Partnership should be dissolved at an earlier, or a later date, to be no later than June 30, 2023, unless such date is extended by an Extraordinary Resolution. In addition, if any of the following events occur prior thereto, the Partnership will be dissolved on such earlier date:

(a) if the General Partner, or Limited Partners holding at least 33 1/3% of the Units, make a demand in writing for dissolution and the Limited Partners consent thereto by means of an Extraordinary Resolution, on the date specified in such Extraordinary Resolution; or

(b) on the date which is 180 days following the date of the dissolution, liquidation, bankruptcy, insolvency or winding-up of the General Partner or the nomination of a trustee, sequestrator or liquidator, or the date of any event permitting a trustee or a sequestrator to administer the affairs of the General Partner, provided that the trustee, sequestrator or liquidator performs their functions for 60 consecutive days, unless a new General Partner is admitted to the Partnership by Ordinary Resolution prior to the expiration of such 180 day period.

The Partnership Agreement provides that, subject to favourable advice of counsel for the Partnership, upon dissolution of the Partnership, provided each Partner of the Partnership is a resident of Canada, each Partner will acquire by distribution from the Partnership an undivided interest in the Partnership's assets (including Flow-Through Shares and Flow-Through Shares comprised within Flow-Through Units) then owned by the Partnership in accordance with their number of Units held. The assets (including Flow-Through Shares and Flow-Through Shares comprised within Flow-Through Units) will thereafter be "partitioned" in accordance with the applicable law and each Partner will be allocated that Partner's *pro rata* share of the assets (including Flow-Through Shares and Flow-Through Shares comprised within Flow-Through Units).

More particularly, in respect of any Flow-Through Shares issued by each Mineral Issuer and owned by the Partnership, a share certificate ("**Certificate**") would be endorsed for transfer to one of the Partners as nominee (the "**Nominee**") and the Nominee would execute a trust acknowledgment pursuant to which the Nominee would acknowledge that the Nominee holds the Flow-Through Shares represented by the Certificate as bare trustee for each of the Partners to the extent of the number of Units held by each Partner in the Partnership prior to the dissolution. Thereafter (following dissolution of the Partnership) each former Partner through the Nominee as bare trustee would request from the relevant transfer agent that the Certificate be partitioned into new share certificates (the "**Partition Certificates**") on the following basis. The former Partner will surrender their undivided interest in the Flow-Through Shares represented by the Certificate tendered to the transfer agent and will receive in exchange therefor a Partition Certificate evidencing ownership of that number of Flow-Through Shares which represent their undivided interest in the Flow-Through Shares represented by the Certificate.

If the Partnership is not, in its opinion, able to effect the foregoing transactions, the assets of the Partnership may simply be distributed directly to the Limited Partners.

There are important tax consequences to all of the foregoing transactions. See Item 6 "*Canadian Federal Income Tax Considerations*".

Transfers of Units

Only whole Units are transferable. A Limited Partner may transfer all or part of their Units by delivering to the General Partner a form of transfer, substantially in the form annexed as Schedule "C" to the Partnership Agreement, or such other form as is acceptable to the Administrator (on behalf of the General Partner), duly executed by the Limited Partner, as transferor, and the transferee. The transferee, by executing the transfer, agrees to be bound by the Partnership Agreement as a Limited Partner as if the transferee had personally executed the Partnership Agreement.

The General Partner may accept or reject a transfer, in its sole discretion and will deny the transfer of Units to a person who is a non-resident of Canada, for the purposes of the Tax Act, to a partnership, or

to a transferee who has financed the acquisition of the Units with a borrowing or other indebtedness for which recourse is, or is deemed to be, limited for the purposes of the Tax Act. The General Partner reserves the right to sell any Units held by a non-resident of Canada or "financial institution" or partnership appearing from time to time on the record of Limited Partners or to purchase the same on behalf of the Partnership at fair value.

The General Partner may deny any transfer of Units if the General Partner has reason to believe that the transfer is not being made in compliance with applicable securities laws, the transfer is to entities or individuals that do not have a brokerage account or are to charities or non-profit organizations. In addition, the Limited Partner requesting any transfer of Units will be responsible to pay any legal fees incurred by the Partnership to effect such transfer if requested by the General Partner.

Pursuant to the provisions of the Partnership Agreement, when the transferee has been registered as a Limited Partner in accordance with the Partnership Agreement, the transferee of Units shall become a party to the Partnership Agreement and shall be subject to the obligations and entitled to the rights of a Limited Partner under the Partnership Agreement.

Meetings

The Partnership is not required to hold annual meetings. The General Partner may at any time convene a meeting of the partners of the Partnership and will be required to convene a meeting on receipt of a request in writing of Limited Partners holding, in aggregate, 25% or more of the Units then outstanding. Each Limited Partner is entitled to one vote for each Unit held. The Partnership may meetings by means of a telephonic, electronic or other communications facility that permits all participants to communicate adequately with each other during the meeting, or, if the General Partner so decides, at such place in the City of Vancouver as the General Partner determines. The General Partner is entitled to one vote in its capacity as General Partner. A quorum consists of two or more Limited Partners present in person or by proxy and representing not less than 10% of the Units then outstanding except in the case of an Extraordinary Resolution to remove the General Partner which requires 50% of the Units then outstanding to establish quorum. Any business which may be conducted at a meeting of partners of the Partnership may be approved by a resolution in writing in lieu thereof. The General Partner in respect of any Units which may be held by it from time to time, insiders of the Partnership (as such expression is defined in the *Securities Act* (British Columbia)), affiliates of the General Partner and any director or officer of such persons, who hold Units shall not be entitled to vote on any Extraordinary Resolution to be adopted by the Limited Partners.

Amendments

The Partnership Agreement may only be amended in writing and with the consent of the Limited Partners given by Extraordinary Resolution. However, unless all of the Limited Partners consent thereto, no amendment can be made to the Partnership Agreement which would have the effect of reducing the interest in the Partnership of any Limited Partner, changing in any manner the allocation of income or loss for tax purposes, changing the liability of any Limited Partner, allowing any Limited Partner to participate in the control or management of the business of the Partnership, changing the right of a Limited Partner or the General Partner to vote at any meeting or changing the Partnership from a limited partnership to a general partnership.

Notwithstanding the foregoing, the General Partner is entitled to make certain amendments to the Partnership Agreement without the consent of the Limited Partners for the purpose of adding any provisions which, in the opinion of counsel to the Partnership, are for the protection or benefit of the Limited Partners or the Partnership, for the purpose of curing an ambiguity or for the purpose of correcting or supplementing any provision which may be defective or inconsistent with another provision or required by law. Such

amendments may be made only if they do not and will not, in the opinion of the General Partner, materially adversely affect the interest of any Limited Partner.

Removal of General Partner

The General Partner may not be removed other than by an Extraordinary Resolution in circumstances where the General Partner is in breach or default of its obligations under the Partnership Agreement and, if capable of being cured, such breach or default has not been cured within 20 business days notice of such breach to the General Partner, or if the General Partner becomes bankrupt or insolvent. A quorum for a meeting called for the purposes of removing the General Partner shall consist of two or more Limited Partners present in person or by proxy and representing not less than 50% of the Units outstanding. A new General Partner may be appointed by Ordinary Resolution.

Power of Attorney

The Partnership Agreement and the Subscription Agreement include irrevocable powers of attorney which authorize the General Partner and the Administrator, on behalf of the Limited Partners, among other things, to manage, control and operate the business and affairs of the Partnership, and to execute the Partnership Agreement, any amendments to the Partnership Agreement and all instruments necessary to effect the dissolution of the Partnership as well as any elections, determinations or designations under the Tax Act or taxation legislation of any province or other jurisdiction with respect to the affairs of the Partnership or a Limited Partner's interest in the Partnership including, without limitation, an election under subsection 98(3) of the Tax Act and the corresponding provisions of applicable provincial legislation in respect of the dissolution of the Partnership.

By purchasing Units, each investor acknowledges and agrees that they will be bound by any representation or action made or taken by the Administrator and/or General Partner pursuant to such power of attorney and waives any and all defenses which may be available to contest, negate or disaffirm any action of the Administrator and/or the General Partner taken in good faith under such power of attorney. The power of attorney shall survive any dissolution or termination of the Partnership.

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

3.1 Compensation and Securities Held

The General Partner of the Partnership is Cordillera Minerals 2021 Management Ltd. The following sets out information with respect to the directors and senior officers of the General Partner, and each person who, directly or indirectly, beneficially owns or controls 10% or more of the voting securities of the General Partner.

Name and municipality of principal residence	Positions held (e.g., director, officer, promoter and/or principal holder) and the date of obtaining that position	Compensation paid by Issuer or related party in the most recently completed financial year (or, if the issuer has not completed a financial year, since inception) and the compensation anticipated to be paid in the current financial year	Number, type and percentage of securities of the Issuer held after the completion of min. offering	Number, type and percentage of securities of the Issuer held after completion of max. offering	Number, type and percentage of securities of the Issuer held after completion of max. offering, with Over-allotment Option
R. Bruce Fair, Vernon, B.C.	President and CEO, since March 1, 2021 and Director since April 9, 2021	Nil	-	-	-
David McAdam, Vancouver, B.C.	Chief Financial Officer since March 1, 2021 and Director since April 9, 2021	Nil	-	-	-
Scott Young, Vancouver, B.C.	Director, since April 9, 2021	Nil	-	-	-

The General Partner may be considered to be a promoter of the Partnership within the meaning of securities legislation.

Compensation of the General Partner

Management Fee

As partial consideration for its services to the Partnership, the Partnership will pay to the General Partner a one-time charge, equal to 2% of the Gross Proceeds of the Offering.

Performance Bonus

The General Partner will be entitled to 100% of the Warrants (if any) of Mineral Issuers purchased by the Partnership by way of Flow-Through Agreement as a performance bonus (the "**GP Warrants**"), and if the General Partner deems it necessary, the GP Warrants may be registered in the name of the General

Partner. Such Warrant retention is to compensate the General Partner for negotiating favourable terms for investments in Mineral Issuers.

Other Expenses

The Partnership will be responsible for all expenses associated with its operation and administration, and the General Partner will be entitled to reimbursement of out-of-pocket expenses related to the Partnership and Offering expenses. There are expenses associated with establishing and set up of the Partnership and establishing the communication and marketing materials of the Partnership, that are incurred in advance of the first tranche closing. The costs incurred per-closing of the tranche, will be reimbursed on the closing of each tranche and will not exceed three percent (3%) of any closed tranche.

Pre-closing expenses are limited to:

1. Legal fees;
2. Costs associated with name reservations, incorporation of the General Partner and the Partnership and related registration costs;
3. Establishing communication platforms (website creation and development, greensheet, fact sheet, and any Offering Memorandum marketing materials and slide presentations); and
4. Audit/accounting fees required prior to closing a tranche.

The General Partner estimates that these eligible expenditures relating to the Partnership and Offering, will range from $175,000 to approximately $220,000 on the over allotment ($7,000,000 raised).

The General Partner will delegate services such as custodianship of the investments of the Partnership, and registrar and transfer agent services for the Partnership, to third parties, including the Administrator. The General Partner will be entitled to reimbursement for reasonable out-of-pocket expenses related to these services. However, as the General Partner has determined to appoint a custodian and registrar and transfer agent for the Partnership, the fees and expenses of such appointee will be borne by the Partnership.

3.2 Management Experience

The following table outlines the principal occupations of the directors and executive officers of the General Partner's management group.

Name	Principal occupation and related experience
Bruce Fair	Currently, President and founder of Mench Capital Corp., and President of Cordillera Minerals 2021 Management Ltd. Previously, Managing Director of Business Development from December 2019-May 2020, for Harbourfront Wealth Management & Willoughby Asset Management. Prior thereto, Executive Vice President and Director for Maple Leaf Funds from 2009-2016, Executive Vice President & Director for Nationwide Self Storage Trust I, and Regional Director, Western Canada for Next Edge Capital. Additionally, previously an independent Director of: Maple Leaf Flow-Through Limited Partnerships (2009-2016), Sky Energy Partners GP Corp. (2012-2020), Nationwide Self Storage Trust I, Maple Leaf Energy Income Limited Partnerships (2009-2016), Maple Leaf Resource Corp, Richfield Ventures Inc., Orsa Ventures Corp., and Cliffmont Resources Ltd. Also previously a Director of the general partners of Maple Leaf 2011 Energy Income Limited Partnership, Maple Leaf 2012 Energy Income Limited Partnership, Maple Leaf 2012-II Energy Income Limited Partnership, Maple Leaf 2013 Oil & Gas Income Limited Partnership, and Maple Leaf Resource Corporation, and the general partners of Maple Leaf Short Duration 2015 Flow-Through Limited Partnership, Maple Leaf Short Duration 2015-II Flow-Through Limited Partnership and Maple Leaf Short Duration 2016 Flow-Through Limited Partnership. Prior thereto, President of Cordilleran Resources Management Group, from fall 2004 to 2009, and President of Cordilleran Fall 2004 Resources Limited Partnership, Cordilleran 2006 Resources Limited Partnership, Cordilleran 2007 Resources Limited Partnership, Cordilleran 2007-II Limited Partnership and Cordilleran 2008 Gold & Diamonds Limited Partnership.

Name	Principal occupation and related experience
David McAdam	Currently, CFO of Cordillera Minerals 2021 Management Ltd. Previously, CFO for various TSX.V and TSX listed entities including Eastern Platinum Limited (TSX, AIM, JSE), Resinco Capital Partners Inc. (TSX), Teslin River Resources Corp (TSX.V), Hawthorne Gold Corp (TSX.V), Cue Resources, Inc (TSX.V) and as Finance Director with Waste Management, Inc (NYSE). In addition, Director of San Angelo Oil (August 2015 to February 2016) and with various South African mining-based companies (January 2006 to November 2008).
Scott Young	Currently, Director and consultant to Element Lifestyle Retirement. Previously, an in-house consultant with Alda Pharmaceuticals, and Managing Director of Sonoma Resources. Over the last five years, Scott has been a Director of other TSXV and CSE public companies, including Element Lifestyle Retirement (February 2021 to present), Pinedale Energy (May 2020 to present), Green Valley Mines (December 2016 to September 2018), Skychain Technologies (September 2018 to April 2019), Sonoma Resources (December 2011 to June 2015), San Angelo Oil (August 2015 to February 2016) and International Battery (July 2018 to April 2019).

Bruce Fair

R. Bruce Fair is President and founder of Mench Capital Corp. Mench Capital Corp., is a Canadian merchant banking firm that provides corporate finance & financial consulting services and access to private or public capital to established, mid-market companies in order to achieve their vision. Mench Capital Corp. has participated in and/ or originated in the formation of in excess of $500M+ in private and public equity transactions over the past 22 years mainly focused in the Canadian Resource Industry (Oil & Gas & Mining) & Alternative Investment Products & Strategies.

Mr. Fair acted as Executive Vice President and Director for Maple Leaf Funds from 2009-2016, Executive Vice President & Director for Nationwide Self Storage Trust I, and as Regional Director, Western Canada for Next Edge Capital. Next Edge Capital is a Toronto based company with investment products in the alternative asset sector focused on private lending. Mr. Fair was Managing Director of Business Development from December 2019-May 2020, for Harbourfront Wealth Management & Willoughby Asset Management. Harbourfront Wealth Management is a Vancouver based investment firm with Investment Advisors and branches across Canada.

Mr. Fair has served on various private and public company Boards as an independent Director including; Maple Leaf Flow-Through Limited Partnerships (2009-2016), Sky Energy Partners GP Corp. (2012-2020), Nationwide Self Storage Trust I, Maple Leaf Energy Income Limited Partnerships (2009-2016), Maple Leaf Resource Corp, Richfield Ventures Inc., Orsa Ventures Corp., and Cliffmont Resources Ltd. Mr. Fair was previously the President of Cordilleran Resources Management Group, from fall 2004 to

2009. Cordilleran Resources Management Group was a Vancouver based company specializing in the formation, management and administration of syndicated Super Flow-Through Limited Partnerships. Mr. Fair was President of Cordilleran Fall 2004 Resources Limited Partnership, Cordilleran 2006 Resources Limited Partnership, Cordilleran 2007 Resources Limited Partnership, Cordilleran 2007-II Limited Partnership and Cordilleran 2008 Gold & Diamonds Limited Partnership. Mr. Fair was a Director of the general partners of Maple Leaf 2011 Energy Income Limited Partnership, Maple Leaf 2012 Energy Income Limited Partnership, Maple Leaf 2012-II Energy Income Limited Partnership, and Maple Leaf 2013 Oil & Gas Income Limited Partnership. Mr. Fair was a Director of Maple Leaf Resource Corporation, an oil & gas resource focused company with offices in Vancouver and Calgary, and the general partners of Maple Leaf Short Duration 2015 Flow-Through Limited Partnership, Maple Leaf Short Duration 2015-II Flow-Through Limited Partnership and Maple Leaf Short Duration 2016 Flow-Through Limited Partnership.

Mr. Fair currently acts as the President and CEO of Cordillera Minerals Group Ltd., which creates and provides Investor's access to a diversified portfolio of Canadian Junior Exploration Mineral Companies through a tax efficient structure to reduce at risk capital. Mench Capital Corp., currently provides financial consulting services to Searchlight Resources Inc. Searchlight Resources Inc. (TSX.V: SCLT), a Canadian mineral exploration and development company focused on Saskatchewan, Canada.

David McAdam

David WJ McAdam has over 30 years of experience as a hands-on finance/operations executive filling CFO, VP Finance and VP Operations roles in public and private companies in North America and South Africa with a reputation of being able to make decisions quickly.

Mr. McAdam has been the financial lead in raising over US$300 million, in equity (hard dollars and flow-through), debt and convertibles, for companies listed on the TSX, TSX.V, JSE and AIM. Mr. McAdam has held the position of CFO for various TSX.V and TSX listed entities including Eastern Platinum Limited (TSX, AIM, JSE), Resinco Capital Partners Inc. (TSX), Teslin River Resources Corp (TSX.V), Hawthorne Gold Corp (TSX.V), Cue Resources, Inc (TSX.V) and as Finance Director with Waste Management, Inc (NYSE). In addition, Mr. McAdam has held directorships with San Angelo Oil (August 2015 to February 2016) and with various South African mining-based companies (January 2006 to November 2008).

Scott Young

Scott Young has worked as a corporate governance and communications consultant since 2000 in the technology, mining and pharmaceutical industries, with clients trading on both Canadian and American stock exchanges. During the 2020 Winter Olympics he was an in-house consultant with Alda Pharmaceuticals which was the infection control sponsor for the games. The Company was also named in the TSXV Top 50 listed companies the same year. Recently he was the Managing Director of Sonoma Resources which completed a Reverse Takeover of Element Lifestyle Retirement in December 2015 of which he is now a Director. Over the last five years, Scott has been a consultant to Element along with holding directorships with other TSXV and CSE public companies, including Element Lifestyle Retirement (February 2021 to present), Pinedale Energy (May 2020 to present), Green Valley Mines (December 2016 to September 2018), Skychain Technologies (September 2018 to April 2019), Sonoma Resources (December 2011 to June 2015), San Angelo Oil (August 2015 to February 2016) and International Battery (July 2018 to April 2019). Mr. Young was an investment advisor holding both his Canadian and U.S. securities licenses from 1995 to 2000.

3.3 Penalties, Sanctions and Bankruptcy

During the past 10 years, no director, executive officer or control person of the General Partner or issuer which a director, executive officer or control person of the General Partner was a director, executive officer or control person at the time, is or has:

(a) been the subject of any penalties or sanctions imposed by a court relating to Canadian securities legislation, by a Canadian securities regulatory authority, or by any other court or regulatory body that would be likely to be considered important to a reasonable investor making an investment decision; or

(b) been subject to a cease trade order that has been in effect for a period of more than 30 consecutive days during such 10 year period.

During the past 10 years, no director, executive officer or control person of the General Partner, or a personal holding company of any such persons, or an issuer of which a director, executive officer or control person of the General Partner was a director, executive officer or control person at the time has made any declaration of bankruptcy, voluntary assignment in bankruptcy, proposal under any bankruptcy or insolvency legislation, proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets.

3.4 Loans

There are no loans or debentures due to or from the directors, management, promoters and principal holders of Units of the Partnership as at the date of this Offering Memorandum.

Item 4. Capital Structure

4.1 Share Capital

The table set out below provides details of the capital structure of the Partnership:

Description of security	Number authorized to be issued	Price per security	Number outstanding after minimum offering	Number of outstanding as at June 28, 2021	Number outstanding after maximum offering [1]	Number outstanding after maximum offering, with Overallotment Option[3]
Units	1,000,000[2]	$10	1	1[4]	500,000[4]	700,000

Notes

1. Based on maximum subscription of up to 500,000 Units, excluding the exercise of the Over-allotment Option.
2. The Partnership Agreement authorizes a division of the Limited Partners' interest in the Partnership by a total of not more than 1,000,000 Units. See Item 2.5 "*Material Agreements – Limited Partnership Agreement*".
3. Based on a maximum subscription of up to 500,000 Units and full exercise of the Over-allotment Option by the Agent for 200,000 Units, for a total subscription of up to 700,000 Units.
4. This amount is after taking into account the redemption of one Unit by the initial Limited Partner.

4.2 Long Term Debt Securities

As of the date of this Offering Memorandum, there are no outstanding long-term debts of the Partnership.

4.3 Prior Sales

Date of issuance	Type of security issued	Number of securities issued	Price per security	Total funds received
May 31, 2021	Unit	1[(1)]	$10	$10

Notes

1. This 1 Unit issued to Cordillera Minerals Group Ltd. (as the initial Limited Partner to the Partnership) will be redeemed by the Partnership as soon as possible after the Initial Closing.

Item 5. Securities Offered

5.1 Terms of Securities

The offering consists of a maximum of 500,000 Units at a price of $10 per Unit. The Issuer has granted to the Agent the Over-allotment Option to increase the offering by up to 200,000 Units at any time prior to the Closing Date, resulting in the sale of 700,000 Units for gross proceeds of $7,000,000 if the Over-allotment Option is fully exercised. The minimum purchase per investor is 2,500 Units ($25,000). An investor whose offer to purchase is accepted by the Administrator or the General Partner will become a Limited Partner upon the entering of their name and other prescribed information in the record of Limited Partners on or as soon as possible after Closing.

Each Unit will entitle the holder thereof to the same rights and obligations in respect of that one Unit as the holder of any other Unit and no Limited Partner will be entitled to any privilege, priority or preference in relation to any other Limited Partner unless it is as a consequence of owning more Units than another Limited Partner. There are no rights of conversion, no rights of redemption nor rights of retraction attached to the Units. Each Limited Partner is entitled to one vote for each Unit held. On dissolution, the Limited Partners of record holding the then outstanding Units are entitled to receive 99.99% of the assets of the Partnership remaining after payment of debts, liabilities and liquidation expenses of the Partnership.

The interest in the Partnership of the Limited Partners will be represented by a total of not more than 1,000,000 Units, inclusive of any over-allotment options. In addition to the Units offered under the Offering, the Partnership may issue additional Units from time to time up to the maximum of 1,000,000 Units in the aggregate.

A full description of the rights, privileges, duties and obligations attached to the Units are set out under the heading "*Material Agreements – Limited Partnership Agreement*".

5.2 Subscription Procedure

Payment and Delivery

Investors who wish to subscribe for Units may do so by delivering a subscription agreement (substantially in the form as the Administrator may approve) to the Administrator either directly (in

jurisdictions where it is registered to sell the securities) at the address listed immediately below, or through dealers or other persons permitted by applicable securities laws to sell Units, accompanied by a cheque or bank draft in an amount equal to the purchase price, or, in the discretion of the Administrator, by wire transferred funds.

Cordillera Minerals 2021 Management Ltd.
c/o Fieldhouse Capital Management Inc.
1122 Mainland St #230
Vancouver, BC V6B 5L1

All subscriptions for Units are to be forwarded by dealers, without charge, the same day that they are received, to the Administrator or purchased using the Fundserv network, as applicable. The Administrator reserves the right to accept or reject orders, whether made through the Administrator or entered on the Fundserv network, and any monies received with a rejected order will be refunded forthwith, without interest, other compensation or deduction after such determination has been made by the Administrator.

Funds in respect of any subscription must be paid by the purchaser at the time of the subscription, within the time periods set forth in their subscription documents. The purchaser's completed and executed subscription documents must be accompanied by a certified cheque or bank draft in the amount subscribed for, or, in the discretion of the Administrator, wire transferred funds. Please contact your investment broker or the Administrator for more information regarding wire transferred funds. Alternatively, payment of the aggregate subscription amount may be made by way of funds transfer via Fundserv from the purchaser's brokerage account at an approved dealer.

Payment Methods	**Instructions**
A. Funds to be transferred via Fundserv from your brokerage account at an approved dealer	Instruct your broker to purchase applicable units of Cordillera Minerals 2021 Flow-Through Limited Partnership
B. Certified cheque or bank draft	Payable to ""Fieldhouse Capital Management Inc." with a reference note "In Trust for Cordillera Minerals 2021 Flow-Through LP" and couriered to the address listed immediately above.
C. Wire Transferred Funds (Canadian Dollars only)	Payable to "Fieldhouse Capital Management Inc." with a reference note "In Trust for Cordillera Minerals 2021 Flow-Through LP", using the following wire instructions: Fieldhouse Capital Management Inc. Bank: RBC Royal Bank Address: Royal Centre, 1025 West Georgia Street Vancouver, BC V6E 3N9 Account Number: 1004373 (CAD) Transit Number: 00010 Bank Number: 003

	Swift Code: ROYCCAT2 RE: In Trust for Cordillera Minerals 2021 Flow-Through LP Please contact your investment broker, or the Administrator, for more information about wire transferred funds: Fieldhouse Capital Management Inc. Attention: John Kason Phone: (250) 596-6511 Email: john.kason@fieldhousecap.com

Fundserv Instructions

The Units are being offered using the mutual fund order entry system Fundserv. Subscriptions for Units may be made directly through the Agent and Administrator (in jurisdictions where it is registered to sell the securities) or from a distributor on the Fundserv network assigned to the Agent and Administrator, Fieldhouse Capital Management Inc. (management company code "**FHC**"), using the order code set forth below:

FHC Fund Code	Fund Name	Load Type*	Currency
650	**Cordillera Minerals 2021 Flow-Through LP FE**	**FE***	**CAD**
651	**Cordillera Minerals 2021 Flow-Through LP NL**	**NL***	**CAD**

*** FE** = Front End **NL** = No Load (also used for Fee Based class funds)*

Terms of Subscription Agreements

Under the terms of the Subscription Agreement, the investor, among other things:

(a) irrevocably authorizes and directs the Agent and Administrator to provide certain information to the General Partner, including such subscriber's full name, residential address, telephone number, social insurance number or corporation account number, as the case may be, and the name and registered representative number of the representative of the Agent and Administrator responsible for such subscription and covenants to provide such information to the Agent and Administrator;

(b) acknowledges that they are bound by the terms of the Partnership Agreement and are liable for all obligations of a Limited Partner;

(c) makes the representations and warranties, including without limitation, representations and warranties as to their residency and limited recourse financing, set out in the Partnership Agreement;

(d) if the investor is relying on the "offering memorandum" prospectus exemption under section 2.9 of NI 45-106, and such investor is not a resident of British Columbia, the

investor makes the representation and warranty as to their status as an "eligible investor" (as defined below);

(e) represents and warrants that, unless such subscriber has provided written notice to the General Partner prior to the date of acceptance of its subscription to the contrary, it is not a "financial institution" as that term is defined in subsection 142.2(1) of the Tax Act; and

(f) irrevocably nominates, constitutes and appoints the General Partner (and the Administrator on behalf of the General Partner) as their true and lawful attorney with the full power and authority as set out in the Partnership Agreement and the Subscription Agreement.

The subscription funds received from an investor will be held in trust by the Agent and Administrator for at least two business days, and if any investor elects to exercise their cancellation rights during this time, such funds will be returned to the investor in full. See Item 11 "*Purchaser's Rights*". A subscriber whose subscription is accepted by the Administrator (acting on behalf of the General Partner) will become a Limited Partner of the Partnership upon the amendment of the record of limited partners maintained by the Administrator (on behalf of the General Partner). If a subscription is withdrawn or is not accepted by the Administrator, all documents will be returned to the subscriber within 15 days following such withdrawal or rejection.

The Administrator reserves the right to reject any subscription in whole or in part and to reject all subscriptions. If a subscription for Units is rejected or accepted in part, unused monies received will be returned forthwith to the subscriber. If all subscriptions are rejected, all cheques will be returned forthwith to the subscribers. If a subscription for Units is made directly by the subscriber, such subscriptions must be made by completing the subscription and power of attorney form and by forwarding such form directly to the Agent and Administrator or to another registered investment dealer or broker authorized by the Agent and Administrator. If the offering is not completed for any reason, all cheques will be forthwith returned to the subscribers by the Partnership, without interest or deduction.

Subscribers may purchase Units by executing and delivering a Unit Subscription Agreement and Power of Attorney Form, a copy of which is delivered with this Offering Memorandum.

Each subscriber must also sign a Risk Acknowledgment Form, a copy of which is delivered with this Offering Memorandum.

Exemptions from Prospectus Requirements

The Offering is being made in reliance upon exemptions from the prospectus requirements provided in NI 45-106. Accordingly, no prospectus has been or will be filed with any securities commission in Canada in connection with the Offering.

(a) All Subscribers (except those resident in Ontario):

1. Offering Memorandum Exemption

Section 2.9 of NI 45-106 provides exemptions for the sale of Units to subscribers if the subscriber purchases as principal and the Partnership delivers this Offering Memorandum to the subscriber in the required form; and the subscriber signs the Risk Acknowledgment on Form 45-106F4 attached as Appendix I to the Subscription Agreement that accompanies this Offering Memorandum. All jurisdictions of Canada where the offering memorandum exemption is available, except British Columbia and Newfoundland and Labrador, impose eligibility criteria on persons or companies investing under the offering memorandum

exemption. In these jurisdictions, if the subscriber's aggregate subscription price is more than $10,000, then the subscriber must be an "eligible investor". In certain jurisdictions there are also limits on the maximum amounts subscribers can buy, as further outlined below.

An "**eligible investor**" includes the following investors (among other categories):

(a) a person whose

(i) net assets, alone or with a spouse, in the case of an individual, exceed $400,000,

(ii) net income before taxes exceeded $75,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current calendar year, or

(iii) net income before taxes, alone or with a spouse, in the case of an individual exceeded $125,000 in each of the two most recent calendar years and who reasonably expects to exceed that income level in the current calendar year,

(b) a person of which a majority of the voting securities are beneficially owned by eligible investors or a majority of the directors are eligible investors,

(c) a general partnership of which all of the partners are eligible investors,

(d) a limited partnership of which the majority of the general partners are eligible investors,

(e) a trust or estate in which all of the beneficiaries or a majority of the trustees or executors are eligible investors,

(f) an accredited investor,

(g) a person described in section 2.5 of NI 45-106 *Family, friends and business associates*, or

(h) a person that has obtained advice regarding the suitability of the investment and if the person is resident in a jurisdiction of Canada, that advice has been obtained from an eligibility adviser.

In addition, in Alberta and Saskatchewan, there is a requirement that the acquisition cost of all securities acquired by an investor who is an individual under the Offering Memorandum exemption in the preceding 12 months does not exceed the following amounts:

(i) in the case of a purchaser that is not an eligible investor, $10,000;

(ii) in the case of a purchaser that is an eligible investor, $30,000;

(iii) in the case of a purchaser that is an eligible investor and that received advice from a portfolio manager, investment dealer or exempt market dealer that the investment is suitable, $100,000.

In British Columbia, a subscriber may purchase Units with a total subscription price over $10,000, and there is no requirement that the subscriber be an "eligible investor".

(b) All Subscribers (including those resident in Ontario):

1. Accredited Investor Exemption

Section 2.3 of NI 45-106 allows “accredited investors” to purchase Units. The definition of “accredited investor” includes (among other categories):

- an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds $1,000,000;
- an individual whose net income before taxes exceeded $200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded $300,000 in each of those years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;
- an individual who, either alone or with a spouse, has net financial assets (which does not include real estate) of at least $1,000,000;
- an individual who, either alone or with a spouse, has net assets of at least $5,000,000; and
- a registrant acting on behalf of a fully managed account.

See the Accredited Investor Certificate attached to the Subscription Agreement for a complete list of the categories of “accredited investor”. Each subscriber who purchases as an accredited investor must complete and sign the Accredited Investor Certificate attached to the Subscription Agreement, and if they are an individual must sign the Risk Acknowledgment for Individual Accredited Investors on Form 45-106F9.

2. $150,000 Minimum Purchase Exemption (not available for individuals)

Section 2.10 of NI 45-106 allows a purchaser who is not an individual, is purchasing as principal and invests not less than $150,000 to purchase Units. A Risk Acknowledgment on Form 45-106F4 or Form 45-106F9 need not be signed in this case.

Item 6. Canadian Federal Income Tax Considerations

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

Tax considerations ordinarily make the Units offered hereunder most suitable for corporate and individual taxpayers whose income is subject to the highest applicable rate of tax. Regardless of any tax benefits that may be obtained, a decision to purchase Units should be based primarily on an appraisal of their merits as an investment and on a subscriber’s ability to bear the loss of the investment.

6.1 General

In the opinion of Cassels Brock & Blackwell LLP, counsel to the Partnership and the General Partner, (“**Tax Counsel**”), the following is, as of the date hereof, a fair and adequate summary of the

principal Canadian federal income tax considerations under the Tax Act and the Regulations for a Limited Partner who acquires, holds and disposes of Units purchased pursuant to this offering.

This summary is of a general nature only. It is based on the current provisions of the Tax Act and the Regulations made thereunder, all amendments thereto proposed by or on behalf of the Minister of Finance (the "**Tax Proposals**") prior to the date hereof, and counsel's understanding of the current published administrative policies and assessing practices of the CRA. This summary assumes that any Tax Proposals will be enacted as proposed, and that legislative, judicial or administrative actions will not modify or change the statements expressed herein. It does not otherwise take into account or anticipate any changes in laws whether by judicial, governmental or legislative decision or action or any changes in administrative policies and assessing practices of the CRA, nor does it take into account other federal or any provincial, territorial, or foreign income tax legislation or considerations. There can be no assurances that any Tax Proposals will be enacted as proposed or at all.

This summary is applicable only to Limited Partners who pay the purchase price for their Units in full when due and who, for purposes of the Tax Act, at all relevant times are resident in Canada and hold their Units (including in due course any property acquired in place of their Units on dissolution of the Partnership) as capital property. Provided a Limited Partner does not hold Units in the course of carrying on a business of trading or dealing in securities and has not acquired Units as an adventure in the nature of trade, Units will generally be considered to be capital property to the Limited Partner. This summary also assumes that Flow-Through Shares of Mineral Issuers to be acquired by the Partnership will be capital property to the Partnership.

This summary is not applicable to a Limited Partner (i) that is a partnership, trust, "financial institution" or a "specified financial institution" as defined in the Tax Act; (ii) that is a "principal-business corporation", for the purposes of subsection 66(15) of the Tax Act or whose business includes trading or dealing in rights, licences or privileges to explore for, drill for or take minerals, petroleum, natural gas or other related hydrocarbons; (iii) that is a corporation which holds a "significant interest" in the Partnership within the meaning of subsection 34.2(1) of the Tax Act; (iv) that is exempt from tax under Part I of the Tax Act; (v) that has made a functional currency reporting election; (vi) an interest in which is a "tax shelter investment" as defined in subsection 143.2(1) of the Tax Act; or (vii) that has entered or will enter into a "derivative forward agreement" as defined in the Tax Act, with respect to the Units. This summary does not address the deductibility of interest by a Limited Partner who has borrowed money to acquire Units. Such Limited Partnership should consult their own tax advisors in this regard.

This summary assumes that recourse for any borrowing by a Limited Partner to finance the acquisition of Units is not limited and will not be deemed to be limited within the meaning of the Tax Act. **Subscribers who intend to borrow to finance the purchase of Units should consult their own tax advisors**;

This summary also assumes that, in fact, and for the purposes of the Tax Act:

(a) each Limited Partner will, at all relevant times, deal at arm's length, for the purposes of the Tax Act, with the Partnership and each of the Mineral Issuers with which the Partnership enters into Flow-Through Agreements;

(b) each Limited Partner will, at all relevant times be a resident of Canada for purposes of the Tax Act;

(c) the Partnership is not, and will not be at any material time, a "specified person" (as defined in subsection 6202.1(5) of the Regulations) in relation to any Mineral Issuer with which the Partnership enters into a Flow- Through Agreement;

(d) not more than 50% of the fair market value of all interests in the Partnership will at any time be owned by persons that are "financial institutions", as defined in subsection 142.2(1) of the Tax Act; and

(e) the Units are not, and will not be, listed or traded on a "stock exchange" or other "public market", within the meaning of the Tax Act.

The income tax consequences for a particular Limited Partner will depend on a number of factors, including the province or territory in which the Limited Partner resides, carries on business or has a permanent establishment, the amount that would be the Limited Partner's taxable income but for the Limited Partner's interest in the Partnership, and the legal characterization of the Limited Partner as an individual, corporation, trust or partnership.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular Limited Partner, and no representations with respect to the income tax consequences to any particular Limited Partner are made. Each prospective Limited Partner should obtain independent advice from a knowledgeable tax advisor as to the income tax considerations applicable to investing in Units based on the prospective Limited Partner's own particular circumstances.

6.2 Computation of Partnership Income or Loss

Generally, the Partnership is not a person for the purposes of the Tax Act. The income (or loss) of the Partnership is computed as if the Partnership were a separate person residing in Canada and is allocated to the partners of the Partnership in accordance with the Partnership Agreement.

The Partnership itself is not liable for income tax under the Tax Act and is not required to file income tax returns except for annual information returns

The Partnership must compute its income or loss in accordance with the provisions of the Tax Act for each of its fiscal periods as if it were a separate person resident in Canada, but without taking into account certain deductions, including deductions for CEE renounced to it in respect of Flow-Through Shares owned by the Partnership. Each fiscal period of the Partnership will end on December 31 of each year and on its dissolution.

Partnership income or loss is computed without taking into account any deductions for Qualified CEE renounced to it in respect of any Flow-Through Shares owned by the Partnership. Any Qualified CEE renounced to the Partnership will be allocated, in accordance with the Partnership Agreement and the Tax Act, to those persons who are Limited Partners holding Units at the end of the fiscal year of the Partnership which includes the effective date on which the CEE is renounced, as described in more detail below under the heading "*Canadian Exploration Expense*".

The costs associated with the organization of the Partnership are not immediately deductible by the Partnership or the Limited Partners. Organization expenses incurred by the Partnership will be added to a capital cost allowance class that may be deductible by the Partnership at the rate of 5% per year on a declining balance basis, subject to the typical rules applicable under the capital cost allowance regime. Reasonable expenses incurred by the Partnership in respect of this offering, including the Agent's Fee, will

generally be deductible as to 20% in the year the expense is incurred, and as to 20% in each of the four subsequent years, prorated for short taxation years. The Partnership will not be entitled to deduct any amount in respect of such expenses in the fiscal year ending on its dissolution. After dissolution of the Partnership, Limited Partners will be entitled to deduct, at the same rate, their *pro rata* share of any such expenses that were not deducted by the Partnership. The adjusted cost base of a Limited Partner's Units will be reduced on dissolution of the Partnership by his or her share of such expenses. Generally, reasonable fees and expenses that are incurred by the Partnership and relate to its ongoing business should be deductible in the year incurred.

6.3 Investment and Other Tax Credits

A Limited Partner who is an individual (other than a trust) may be entitled to the federal ITC, which is a non-refundable investment tax credit equal to 15% of certain types of Qualified CEE renounced to the Partnership and allocated to the Limited Partner. Generally, the Qualified CEE that gives rise to the ITC relates to specified surface grass-roots mining exploration expenses incurred or deemed to be incurred in Canada by a Mineral Issuer before 2025 (including expenses that are deemed by subsection 66(12.66) of the Tax Act to have been incurred before 2025) pursuant to a Flow-Through Agreement entered into on or before March 31, 2024, in conducting mining exploration activities for the purpose of determining the existence, location, extent or quality of certain mineral resources (commonly referred to as 'grass roots' mining exploration).. The amount of Qualified CEE upon which the credit is computed will be reduced by any provincial tax credit, such as described below, that the Limited Partner has received, is entitled to receive or can reasonably be expected to receive in respect of the Qualified CEE.

This federal credit can be used by the Limited Partner to reduce tax otherwise payable in the taxation year of the Limited Partner in which the Limited Partner becomes entitled to the credit. However, the credit will be limited to the extent it reduces the Limited Partner's tax payable beyond the level of alternative minimum tax discussed below. Any unapplied portion of the credit may be claimed in the following ten years or the preceding three years. The CCEE of a Limited Partner for a taxation year is reduced by the amount of the ITC claimed in the preceding taxation year. As discussed above under "Canadian Exploration Expense", a negative CCEE account balance at the end of a taxation year must be included in income. Therefore, a Limited Partner who deducts an ITC in 2021 will be required to include in income in 2022 the amount so deducted unless there is a sufficient offsetting balance in its CCEE account in 2022.

The *Income Tax Act* (British Columbia) ("**BCITA**") provides a BC mining flow-through share tax credit which individuals (other than trusts or estates) may deduct from tax otherwise payable under the BCITA. The tax credit is non-refundable. The tax credit is equal to 20% of the total of all amounts each of which is a BC flow-through mining expenditure of the individual for the year and for the preceding 10 taxation years and the following 3 taxation years, less the total of all amounts deducted from tax otherwise payable by the individual for a preceding year or any of the preceding 10 taxation years or the following 2 taxation years.

"BC flow-through mining expenditure" is defined in subsection 4.721(1) of the BCITA and includes expenses renounced to the individual (or allocated to the individual who is a member of a partnership) that fall within paragraph (f) of the definition of "Canadian exploration expenses" in subsection 66.1(6) of the Tax Act and is in respect of mining exploration activity all or substantially all of which is conducted in British Columbia for the purpose of determining the existence, location, extent or quality of a mineral resource in British Columbia.

An individual who wishes to claim the BC mining flow-through share tax credit must file, with the return of income, an application for the tax credit in the form, and containing the information, required by the Commissioner of Income Tax. An individual is not entitled to include an amount in respect of a BC

flow-through mining expenditure in computing the tax credit unless the individual files the form containing the information required in the aforementioned application in respect of the expenditure on or before the day that is one year after the individual's filing due date for the taxation year that includes the effective date of renunciation for that expenditure.

The BC mining flow-through share tax credit will reduce the CCEE account of a Limited Partner when such partner has received or is entitled to receive the tax credit. To the extent that the Limited Partner's CCEE account is negative at the end of a taxation year, the Limited Partner will have to include the negative amount as income for the year.

Limited Partners should obtain independent tax advice from a tax advisor to assist with the completion of all requisite forms in respect of the BC mining flow-through share tax credit.

Subject to the restrictions described below under "Limitations on Deductibility of Expenses or Losses of the Partnership by Limited Partners", each Limited Partner will be required to include, or be entitled to deduct, in computing income for a taxation year the Limited Partner's *pro rata* share of the income, or loss, as the case may be, of the Partnership allocated to the Limited Partner under the Partnership Agreement for the fiscal period of the Partnership ending in the Limited Partner's taxation year. The Limited Partner's share of the Partnership income (or loss) **must be** included **(or deducted)** in determining its income or loss for the year, whether or not any distribution of income has been made to the Limited Partner by the Partnership. The fiscal year of the Partnership generally ends on December 31 in each calendar year, and will end on the dissolution of the Partnership.

Any CEE renounced to the Partnership will be allocated, in accordance with the Partnership Agreement and the Tax Act, to those persons who are Limited Partners at the end of the fiscal year of the Partnership which includes the effective date on which the CEE is renounced, as described in more detail below under "Canadian Exploration Expense".

Each Limited Partner generally will be required to file an income tax return reporting the Limited Partner's share of the Partnership income or loss. For this purpose, the Partnership will provide each Limited Partner with the necessary tax information relating to the Units of the Limited Partner. The Partnership will not prepare or file income tax returns on behalf of any Limited Partner. Each Limited Partner is required to file an information return in prescribed form on or before the last day of March in the following year in respect of the activities of the Partnership, or where the Partnership is dissolved, within 90 days after dissolution. The General Partner is obliged to file such information return under the Partnership Agreement and, when made, each Limited Partner is deemed to have made this filing.

6.4 Canadian Exploration Expense

Provided the relevant provisions in the Tax Act are satisfied, the Partnership will be deemed under the Tax Act to have incurred, on the effective date of renunciation, Qualified CEE that is validly renounced on a timely basis to the Partnership by a Mineral Issuer pursuant to a Flow-Through Agreement between the Partnership and the Mineral Issuer. At the end of each fiscal period of the Partnership, the Partnership will allocate, in accordance with the Partnership Agreement, its renounced Qualified CEE for the fiscal period to its Limited Partners who hold Units at such time. As a result, the Limited Partners will be deemed under the Tax Act to have incurred the Qualified CEE at that time to the extent of their respective allocations. A Limited Partner must hold Units at the end of each fiscal period of the Partnership (December 31 of each year and on the Dissolution Date) in order to receive an allocation of Qualified CEE. A Limited Partner adds the renounced Qualified CEE so allocated to the Limited Partner's CCEE account.

Subject to the "at-risk" rules and the rules restricting the deductibility of expenses in respect of a "tax shelter investment" described below, in computing income from all sources for a taxation year a Limited Partner generally may deduct up to 100% of the balance in the Limited Partner's CCEE account at the end of the year. Any balance in the CCEE account not so deducted can be carried forward indefinitely and claimed as a deduction in a later year. Notwithstanding these general guidelines, a Limited Partner's share of CEE incurred or deemed to be incurred by the Partnership in a fiscal period is considered for these purposes to be limited to the Limited Partner's "at-risk amount" in respect of the Partnership at the end of the fiscal period (as described below under "Limitations on Deductibility of Expenses or Losses of the Partnership by Limited Partners"). If the Limited Partner's share of CEE is so limited, any excess is added back to the Limited Partner's share, as otherwise determined, of the CEE incurred by the Partnership in the immediately following fiscal period (and potentially will be subject to the at-risk rules in that fiscal period).

The CCEE account of a Limited Partner is reduced by deductions in respect of the CCEE account made by the Limited Partner in prior taxation years. CCEE is also reduced by a Limited Partner's share of any amount the Partnership receives or is entitled to receive as assistance or benefits that relate to the CEE incurred by the Partnership. Where the balance of a Limited Partner's CCEE account is negative at the end of a taxation year because reductions in calculating CCEE exceed additions thereto, the negative amount must be included in the Limited Partner's income for that taxation year and the Limited Partner's CCEE account is adjusted to nil. This adjustment may occur where a Limited Partner who is an individual claims a deduction for the full balance of the Limited Partner's CCEE account in a taxation year and, (i) in the subsequent taxation year, is required to further reduce the CCEE account by the amount of the ITC received by the Limited Partner, as described below under the heading "*Investment and Other Tax Credits*".

The sale or other disposition of Units by a Limited Partner will not result in the reduction of the Limited Partner's CCEE account. A sale by the Partnership of any Flow-Through Shares will not result in a reduction in any Limited Partner's CCEE account.

Each Flow-Through Agreement will contain covenants and representations of the Mineral Issuer that it will incur Qualified CEE in an amount equal to the full purchase price payable for the Flow-Through Shares acquired by the Partnership, and that such Qualified CEE will be renounced to the Partnership with an effective date of not later than December 31, 2021. If relevant conditions in the Tax Act are met, certain CEE incurred or to be incurred by a Mineral Issuer in a particular calendar year may be renounced effective December 31 of the preceding calendar year provided that the renunciation is made in the first three months of the particular calendar year. For example, where a Mineral Issuer incurs Qualified CEE at any time up to December 31, 2022, provided certain conditions are met, including that (i) the Mineral Issuer and the Partnership deal with each other at arm's length (for the purposes of the Tax Act) throughout the year ended December 31, 2022 and (ii) the Mineral Issuer renounces such Qualified CEE in January, February or March of 2022 with an effective date of December 31, 2021, the Mineral Issuer is deemed to have incurred such Qualified CEE on December 31, 2021. Essentially, this "lookback" rule permits a Mineral Issuer to incur Qualified CEE in 2022 while being deemed under the Tax Act to have incurred such Qualified CEE in 2021. If Qualified CEE renounced before April 2022, effective December 31, 2021, is not in fact incurred in 2022, the Partnership will have its CEE reduced accordingly, effective as of December 31, 2021. The result is that the CEE that was in fact allocated by the Partnership to Limited Partners holding Units as at December 31, 2021 will be reduced accordingly and such Limited Partners will be required to amend their 2021 income tax returns to take into account the reduction in the CEE allocated for the year. However, such Limited Partners will not be charged interest on any unpaid income tax arising as a result of such reduction for the period provided that any unpaid tax liability is settled on or prior to April 30, 2023.

6.5 Limitations on the Deductibility of Expenses or Losses of the Partnership by Limited Partners

Subject to the "at-risk" rules in the Tax Act, a Limited Partner's share of business losses of the Partnership for any fiscal year may be applied against the Limited Partner's income from any other source to reduce net income for the relevant taxation year and, to the extent it exceeds other income for that year, may be carried back three years and forward twenty years and applied against taxable income of such other years.

The Tax Act contains "at-risk" rules that may, in certain circumstances, limit the amount of deductions, including CEE and losses, that a Limited Partner may claim as a result of its investment in the Partnership to the amount that the Limited Partner has contributed to the Partnership or otherwise has "at-risk" in respect thereof. Under these rules, a Limited Partner cannot deduct losses of the Partnership or CEE allocated to the Limited Partner by the Partnership in a fiscal year to the extent that these amounts exceed the Limited Partner's "at-risk amount" in respect of the Partnership at the end of that fiscal year.

Generally, a Limited Partner's "at-risk" amount will, subject to the detailed provisions of the Tax Act, be the amount actually paid for Units plus the amount of any Partnership income (including the full amount of any Partnership capital gains) allocated to such Limited Partner for completed fiscal periods, less the aggregate of the amount of any CEE renounced to the Partnership and allocated to the Limited Partner, the amount of any Partnership losses allocated to the Limited Partner and the amount of any distributions from the Partnership. A Limited Partner's "at-risk" amount may be reduced by certain benefits or in circumstances where amounts are owed to the Partnership by the Limited Partner.

The Tax Act contains additional rules that restrict the deductibility of certain amounts by persons who acquire a "tax shelter investment" for purposes of the Tax Act. The Units have been registered with the CRA under the "tax shelter" registration rules and will be "tax shelter investments" under the Tax Act (see "Tax Shelter" below). As the Units are tax shelter investments, the cost of a Unit to a Limited Partner may be reduced by the total of Limited Recourse Amounts and "at-risk adjustments" that can reasonably be considered to relate to such Units. Any such reduction may reduce the amount of deductions otherwise available to the Limited Partner.

For purposes of the Tax Act, a Limited Recourse Amount is the unpaid principal amount of any debt for which recourse is limited, and the unpaid principal amount of a debt is deemed to be a limited-recourse amount unless (a) bona fide written arrangements were made, at the time the debt was incurred, for payment of principal and interest within a reasonable period not exceeding 10 years (which may include a demand loan); (b) interest is payable on the debt at a rate not less than the lesser of the rate prescribed in the Tax Act at the time the indebtedness arose or the rate prescribed from time to time during the term of the debt; and (c) interest is paid in respect of the debt at least annually within 60 days of the end of the debtor's taxation year.

The Partnership Agreement provides that if the actions of a particular Limited Partner result in a reduction for tax purposes in the net loss of the Partnership or a reduction in the amount of any CEE of the Partnership, the amount of such reduction shall reduce the share of the net loss or the CEE, as applicable, that would otherwise be allocated to the Limited Partner.

Prospective purchasers of Units who propose to finance the acquisition of their Units should consult their own tax advisors.

6.8 Disposition of Partnership Units

Subject to any adjustment required by the tax shelter investment rules and the other detailed provisions of the Tax Act, a Limited Partner's adjusted cost base of a Unit for purposes of the Tax Act will consist of the purchase price of the Unit, increased by any share of income allocated to the Limited Partner (including the full amount of any capital gains realized by the Partnership, including on the disposition of the Flow-Through Shares) and reduced by any share of losses (including the full amount of any capital losses realized by the Partnership), the amount of CEE renounced to the Partnership and allocated the Limited Partner, the amount of any investment tax credits claimed in preceding years, and the amount of any Partnership distributions made to the Limited Partner. The adjusted cost base of a Limited Partner's Units will be reduced on dissolution of the Partnership by the amount of the expenses of issue of the Partnership that are deductible by the Limited Partner as described above under "Computation of Partnership Income or Loss". Where, at the end of a fiscal period of the Partnership, including the deemed fiscal period that ends at the time immediately before dissolution of the Partnership, the adjusted cost base to a Limited Partner of a Unit becomes a negative amount, the negative amount is deemed to be a capital gain realized by the Limited Partner at that time from the disposition of the Unit and, also at that time, the Limited Partner's adjusted cost base of the Unit will be increased in an amount equal to that of the deemed capital gain, so that the Limited Partner's adjusted cost base of the Unit at the time will be nil.

A disposition by a Limited Partner of Units held by the Limited Partner as capital property should result in a capital gain (or capital loss) to the extent that the Limited Partner's proceeds of disposition, net of reasonable disposition costs, exceed (or are less than) the adjusted cost base of the Units immediately prior to disposition. Generally, one-half of any capital gain (the "**taxable capital gain**") realized upon a disposition by a Limited Partner of its Units in the Partnership will be included in the Limited Partner's income for the year of disposition, and one-half of any capital loss so realized (the "**allowable capital loss**") must be deducted by the Limited Partner against taxable capital gains for the year of disposition. Subject to the detailed rules in the Tax Act, any excess of allowable capital losses over taxable capital gains of the Limited Partner may be carried back up to three taxation years and forward indefinitely and deducted against net taxable capital gains in those other years.

A Limited Partner which is a "Canadian-controlled private corporation" (as defined in the Tax Act) may be subject to an additional refundable tax on certain "aggregate investment income", which is defined to include an amount in respect of taxable capital gains.

6.9 Distribution of Partnership Property and Dissolution of the Partnership

Generally, the liquidation of the Partnership and the distribution of its assets (including Flow-Through Shares) to Limited Partners will constitute a disposition by the Partnership of such assets for proceeds equal to their fair market value and a disposition by Limited Partners of their Units for an equivalent amount. In the case of Flow-Through Shares for example, as they are deemed under the Tax Act to have an adjusted cost base of nil, the entire deemed proceeds, less reasonable transfer costs, would be a capital gain to the Partnership and would be allocated to the Limited Partners at the end of the fiscal period of the Partnership (which fiscal period is deemed under the Tax Act to end immediately before dissolution), and the Limited Partners would be deemed to acquire the property at a cost equal to this fair market value.

The Partnership Agreement provides that upon dissolution of the Partnership, provided each Limited Partner is a resident of Canada and upon the favorable advice of counsel to the Partnership, each Limited Partner will acquire an undivided interest in any remaining property (including Flow-Through Shares and Flow-Through Shares comprised within Flow-Through Units) owned by the Partnership in accordance with their number of Units held. The property would thereafter be "partitioned" in accordance with the applicable law, including the Tax Act, and each Limited Partner will be allocated that Limited

Partner's *pro rata* share of the property. In circumstances where Limited Partners receive a *pro rata* undivided interest in each asset of the Partnership on the dissolution of the Partnership, and certain other requirements of the Tax Act are met, the Partnership is deemed to have disposed of its property at its cost amount and the Limited Partners are deemed to have disposed of their Units for the greater of the adjusted cost base of their Units and the aggregate of the adjusted cost bases of the undivided interests distributed to the Limited Partners plus the amount of any money distributed to the Limited Partners. Where the dissolution is followed by a partition of such assets such that Limited Partners each receive a divided interest therein, such partition may or may not result in a disposition by Limited Partners for purposes of the Tax Act. Provided that under the relevant law shares may be partitioned, it is the CRA's position that shares may be partitioned on a tax deferred basis. The CRA has published rulings in this context to the effect that such transactions may be carried out in a certain manner, and subject to all then-applicable law, on a tax-deferred basis. Such rulings are fact-specific, and no ruling has been sought or obtained in respect of the Partnership or its intended dissolution.

Provided this position is maintained by the CRA and provided that the applicable law then permits the relevant partitioning procedures and the Partnership files necessary elections, the dissolution of the Partnership should constitute a disposition by each Limited Partner of that Limited Partner's Units for an amount equal to the greater of: (i) the adjusted cost base of that Limited Partner's Units and (ii) the aggregate of the adjusted cost bases of the undivided interests distributed to that Limited Partner plus the amount of any money distributed to that Limited Partner . The cost to a Limited Partner of such Limited Partner's undivided interest in a property will generally be that Limited Partner's *pro rata* share of the cost to the Partnership of the property. Since the adjusted cost base of the Flow-Through Shares to the Partnership is deemed under the Tax Act to be nil, a Limited Partner will generally acquire the Limited Partner's undivided interest in the Flow-Through Shares at an adjusted cost base of nil.

The subsequent partition of the property (including Flow-Through Shares, and Flow-Through Shares comprised within Flow-Through Units, to the Limited Partners), through the mechanism described above, should not be considered a taxable transaction by the CRA in accordance with current policy (provided the applicable law permits the relevant partitioning procedures and that the CRA policy is not changed). Any gain realized on a subsequent sale of any such property by a Limited Partner would be determined by reference to the adjusted cost base of the property to the Limited Partner as described herein.

If, in the sole opinion of the General Partner, the dissolution of the Partnership may not be carried out in the manner as set out above, the Partnership will be dissolved by the distribution of the remaining property of the Partnership directly to the Limited Partners. In this event, the distribution would not be tax deferred and the comments in the first paragraph of this section would apply.

6.10 Alternative Minimum Tax

Under the Tax Act, taxpayers who are individuals (including certain trusts) must compute their potential liability for alternative minimum tax. In general, the tax payable by such a taxpayer for a taxation year is the greater of (a) the tax otherwise determined and (b) the amount of alternative minimum tax. The minimum tax, computed at a rate of 15% for 2021 and subsequent years is applied against the amount by which the taxpayer's "adjusted taxable income" for the year exceeds the taxpayer's basic exemption, which in the case of an individual (other than certain trusts) is $40,000. In computing adjusted taxable income, a taxpayer must generally include all taxable dividends (without application of the gross-up) and 80% of net capital gains. Additionally, certain deductions and credits otherwise available may be limited, including amounts in respect of CEE and any losses of the Partnership. Any additional tax payable by an individual for a year resulting from the application of the alternative minimum tax will be deductible in any of the seven immediately following taxation years in computing the amount that would, but for the alternative minimum tax, be the individual's tax otherwise payable for any such year.

Whether and to what extent the tax liability of a Limited Partner will be increased by the minimum tax will depend on the amount of Limited Partner's income, the sources from which it is derived and the nature and amount of any deductions claimed.

Each prospective Limited Partner should review his or her particular circumstances to determine whether an investment in Units may result in a liability for alternative minimum tax in excess of his or her income tax liability otherwise payable.

6.11 Non-Eligibility for Investment in Deferred Income Plans

The Units of the Partnership are not "qualified investments" as defined in the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit-saving plans, registered education savings plans, registered disability savings plans, and tax-free savings accounts.

6.12 Tax Shelter

The federal tax shelter identification number in respect of the Partnership is TS-092536. The identification number issued for this tax shelter is required to be included in any income tax return filed by a Limited Partner. Issuance of the identification number is for administrative purposes only and does not in any way confirm the entitlement of a Limited Partner to claim any tax benefits associated with the tax shelter or with an investment in the Units.

The General Partner will file all necessary tax shelter information returns and, where applicable, provide each Limited Partner with copies thereof.

Item 7. Compensation Paid to Sellers and Finders

The Agent has been appointed as the agent to sell the Units, and the Agent may in turn engage Selling Agents for the purpose of selling Units. The Agent will receive the Agent's Fee, being a commission of up to 6% of the gross proceeds of sales by the Agent. The Agent will pay the Selling Agents from the aggregate Agent's Fee. Where permitted, non-registrants may receive up to 6% of the gross proceeds of sales to subscribers for Units introduced to the Partnership by such persons, which will be paid as a referral fee out of the aggregate Agent's Fee.

In addition, the Agent, Fieldhouse Capital Management Inc., in its capacity as Administrator, will also receive the Administrator's Fee for providing investment fund management and other administrative services. See 2.7 – "*Material Agreements*" – "*Master Administrative Services Agreement*".

Item 8. Risk Factors

This is a speculative offering. There is no market through which the Units may be sold and no market is expected to develop. As a result, subscribers may not be able to resell Units purchased under this Offering Memorandum. An investment in the Units is appropriate only for subscribers who have the capacity to absorb a loss of some or all of their investment. There is no assurance of a positive return on a Limited Partner's original investment.

This is a blind pool offering. The Partnership has not entered into any Investment Agreements with Resource Companies and will not enter into any such agreements until after the Closing Date.

In addition, the purchase of Units involves significant risks, including, but not limited to, the following:

Investment Risk

Limited Partners must rely entirely on the discretion of the General Partner, with respect to the terms of agreements to be entered into with Resource Companies. Limited Partners must also rely entirely on the discretion of the General Partner in determining the composition of the portfolio of invested funds and whether to dispose of securities (including Flow-Through Shares) comprising such portfolio and reinvestment of the proceeds from such dispositions. Flow-Through Shares generally will be issued to the Partnership at prices greater than the market prices of comparable ordinary common shares not qualifying as Flow-Through Shares, and Limited Partners must rely entirely on the discretion of the General Partner in negotiating the pricing of those securities. Limited Partners must rely entirely on the knowledge and expertise of the General Partner. The board of directors of the General Partner , and, therefore, management of the General Partner, may be changed at any time. Those who are not willing to rely on the discretion and judgment of the General Partner should not subscribe for Units.

Reliance on the General Partner

Limited Partners must rely on the expertise of the General Partner in entering into any Flow-Through Agreements with Mineral Issuers, in determining (in accordance with applicable investment strategy and Investment Guidelines) the composition of the portfolio of securities of Mineral Issuers to be owned by the Partnership and in determining whether to dispose of securities (including Flow-Through Shares) owned by the Partnership. The General Partner will not always review engineering or other technical reports prepared in anticipation of the exploration program being financed by Flow-Through Shares issued to the Partnership. Flow-Through Shares may be issued to the Partnership at prices greater than the market prices of common shares which do not permit Qualified CEE to be renounced in favour of the holders and Limited Partners must rely on the expertise of the General Partner in negotiating the pricing of such securities.

Lack of Operating History

The Partnership and the General Partner are newly established entities and have no previous operating or investment history, or history of revenue or profits. The Partnership will, prior to the Closing Date, have only nominal assets and the General Partner will at all material times thereafter only have nominal assets. Prospective subscribers who are not willing to rely on the business judgment of the General Partner should not subscribe for Units.

Financial Resources of the General Partner

The General Partner has unlimited liability for the obligations of the Partnership and has agreed to indemnify the Limited Partners against losses, costs or damages suffered if the Limited Partners' liabilities are not limited as provided herein, provided that such loss of liability was caused by an act or omission of the General Partner or by the negligence or wilful misconduct in the performance of, or wilful disregard or breach of, the obligations or duties of the General Partner under the Partnership Agreement. However, the amount of this protection is limited by the extent of the net assets of the General Partner and such assets will not be sufficient to fully cover any actual loss. The General Partner is expected to have only nominal assets and, therefore, the indemnity of the General Partner will have nominal value. Limited Partners also will not be able to rely upon the General Partner to provide any additional capital or loans to the Partnership in the event of any contingency.

Flow-Through Shares

There can be no assurance that the General Partner will, on behalf of the Partnership, be able to identify a sufficient number of Mineral Issuers willing to issue Flow-Through Shares to permit the Partnership to commit all Available Funds to purchase Flow-Through Shares by December 31, 2021. If any part of the Available Funds are uncommitted by December 31, 2021, such funds will be invested in Liquid Investments. If uncommitted funds are invested in Liquid Investments or in shares other than Flow-Through Shares, the amount of deductions the Limited Partners will be able to claim for income tax purposes will be correspondingly reduced.

Blind Pool

The Partnership has not entered into any Flow-Through Agreements to acquire Flow-Through Shares nor has it selected Mineral Issuers in which to invest and may not enter into any such agreements until after the initial Closing of a sale of Units hereunder. In order to secure favourable terms for an investment, the Partnership may enter into a letter of intent with a Mineral Issuer prior to a Closing. In each case, the Partnership's investment will be subject to the prior Closing of the sale of sufficient Units.

No Minimum Offering

There is no minimum Offering size. As a result, if less than the maximum Offering amount is raised under the Closings, then a larger portion of the funds raised under the Offering will be applied towards payment of fixed fees, including the offering costs disclosed in Item 1.1 "*Funds* "and Item 3.1 "*Compensation and Securities Held*" . This may result in a lower amount of available funds which can be committed towards investments in Mineral Issuers and may affect the financial viability of the Partnership.

Tax-Related

The tax benefits resulting from an investment in the Partnership are generally greatest for investors whose income is subject to the highest marginal income tax rate. Regardless of any tax benefits that may be obtained, a decision to purchase Units should be based primarily on an appraisal of the merits of the investment and on an investor's ability to bear a loss of his or her investment. Investors acquiring Units with a view to obtaining tax advantages should obtain independent tax advice from a tax advisor who is knowledgeable in the area of income tax law. The tax consequences of acquiring, holding or disposing of Units, or the Flow-Through Shares issued to the Partnership, may be fundamentally altered by changes in federal, provincial or territorial income tax legislation.

All of the Available Funds might not be invested in Flow-Through Shares. There is a further risk that expenditures incurred by a Mineral Issuer may not qualify as CEE or that CEE incurred will be reduced by other events including failure to comply with the provisions of Flow-Through Agreements or of applicable income tax legislation. There is no guarantee that Mineral Issuers will comply with the provisions of the Flow-Through Agreement, or with the provisions of applicable income tax legislation with respect to the nature of expenses renounced to the Partnership. There is no assurance that the Mineral Issuers will incur all CEE before January 1, 2022 or renounce Qualified CEE equal to the price paid to them effective on or before December 31, 2021, or at all. Additionally, there is no assurance that Minerals Issuers will expend all subscription proceeds which they received from the Partnership to incur CEE (either by themselves or through a Related Corporation) by December 31, 2022. These factors may reduce or eliminate the return on a Limited Partner's investment in the Units.

If Qualified CEE renounced within the first three months of 2022 effective December 31, 2021 is not in fact incurred in 2022, the Partnership's, and consequently, the Limited Partners', CEE may be

reassessed by CRA effective as of December 31, 2021 in order to reduce the Limited Partners' deductions with respect thereto. However, none of the Limited Partners will be charged interest on any unpaid tax as a result of such reduction for any period before May 2023.

Amounts renounced by Mineral Issuers to the Partnership might not qualify as CEE or the Mineral Issuers may not incur qualifying expenditures within the time required. There is no guarantee that Mineral Issuers will comply with the provisions of the Flow-Through Agreement, or with the provisions of applicable income tax legislation with respect to the nature of expenses renounced to the Partnership. Any of the above occurrences would reduce the amount of the Qualified CEE and/or losses allocated to Limited Partners and in certain circumstances may require the Limited Partners to amend their tax returns filed for previous years. There may be disagreements with the CRA with respect to certain tax consequences of an investment in Units of the Partnership.

The alternative minimum tax could limit tax benefits available to Limited Partners who are individuals or certain trusts.

Limited Partners can receive certain tax benefits associated with Qualified CEE in the years in which the Partnership invests in Flow-Through Shares and will benefit to the extent that any gains on the disposition of Flow-Through Shares by the Partnership are capital gains rather than income for tax purposes. However, the sale of Flow-Through Shares by the Partnership will trigger larger tax liabilities in the year any gain is recognized than would be the case upon the sale of common shares that do not constitute Flow-Through Shares because the cost of the Flow-Through Shares for the purposes of the Tax Act is reduced by the amount of CEE renounced to the Partnership. As a result, there is a risk that Limited Partners will receive allocations of income and/or capital gains for a year without receiving distributions from the Partnership in that year sufficient to pay any tax they may owe as a result of being a Limited Partner during that year.

Where a Mineral Issuer has a "prohibited relationship" as defined in the Tax Act with an investor that is a trust, corporation or partnership, the Mineral Issuer may not renounce CEE to such an investor. Briefly, a Mineral Issuer has a prohibited relationship with a trust, a particular corporation or a partnership if the Mineral Issuer or a corporation related to the Mineral Issuer is beneficially interested in the trust or is a member of the partnership or if the Mineral Issuer is related to the particular corporation. Further, a Mineral Issuer may not renounce CEE incurred by it after December 31, 2021, with an effective date of December 31, 2021, to an investor with which it does not deal at arm's length at any time during 2022.

The Partnership may not be able to invest 100% of the Available Funds in Mineral Issuers in respect of which the ITC or BC mining flow-through share tax credit will be applicable.

Each Limited Partner will represent that they have not acquired Units with limited-recourse borrowing for the purposes of the Tax Act, however there is no assurance that this will not occur. If a Limited Partner finances the subscription price of its Units, with a financing for which recourse is, or is deemed to be, limited, the tax benefits of the investment to such Limited Partner, and possibly to other Limited Partners, will be adversely affected.

Each Limited Partner will represent that it is not a non-resident of Canada and has not acquired Units with limited-recourse borrowing for the purposes of the Tax Act, however there is no assurance that these representations will be true.

The Partnership may not be able to effect a dissolution of the Partnership in a tax-deferred fashion. As a result, the Limited Partners may have capital gains allocated to them for tax purposes as a result of the dissolution.

No advance tax ruling has been sought or obtained from the CRA in respect of this offering. There may be disagreements with the CRA with respect to certain tax consequences of acquiring, holding, or disposing of Units of the Partnership.

Marketability of Underlying Securities

The value of Units will vary in accordance with the value of the securities acquired by the Partnership and in some cases the value of securities owned by the Partnership may be affected by such factors as investor demand, resale restrictions, general market trends or regulatory restrictions. Fluctuations in the market values of such securities may occur for a number of reasons beyond the control of the General Partner or the Partnership and there is no assurance that an adequate market will exist for securities acquired by the Partnership.

Many of the securities held by the Partnership, including those listed and not subject to resale restrictions, may be relatively illiquid and may decline in price if a significant number of such securities are offered for sale.

Subscription Price

The price per Unit paid by investors may be less or greater than the net asset value per Unit at the time of purchase.

Nominal Assets

While the General Partner has agreed to indemnify the Limited Partners in certain circumstances, the General Partner has nominal assets and it is unlikely that it will have sufficient assets to satisfy any claims pursuant to such indemnity.

Conflicts of Interest

Conflicts of interest may exist between the General Partner and the Partnership. Some of these conflicts arise as a result of the power and authority of the General Partner to manage and operate the business and affairs of the Partnership. The General Partner has fiduciary obligations to the Limited Partners of the Partnership. These conflicts of interest may have a detrimental effect on the net asset value of the Partnership.

The General Partner may carry on its own business including being engaged in transactions or in the ownership, acquisition and operations of businesses which compete or conflict with the Partnership. The directors and officers of the General Partner and their affiliates are not in any way limited or affected in their ability to carry on other transactions or business ventures for their own account or for the account of others, and may be engaged in the ownership, acquisition and operation of businesses which compete with the Partnership. Investment in the Partnership will not carry with it the right for either the Partnership or any Limited Partner to invest in any other property or venture of the directors and officers of the General Partner or their affiliates, or to any profit therefrom or to any interest therein. The General Partner has the responsibility to enter into Flow-Through Agreements on behalf of the Partnership, however if Subsequent Partnerships are formed, the Partnership will be presented with all opportunities to invest in Mineral Issuers before the Subsequent Partnerships are presented with such opportunities. If the Partnership does not take such opportunities, or the opportunities are not within the investment parameters and guidelines of the Partnership, then the Subsequent Partnerships will then be presented with the opportunities to invest in such issuers, and may or may not invest in them. To the extent that an opportunity arises to enter into Flow-Through Agreements, the directors of the General Partner have the discretion to determine whether the Partnership will avail itself of the investment opportunity and, if it does not, any of the directors and officers

of the General Partner and any of their affiliates shall be able to decide amongst themselves whether to pursue the opportunity for their respective accounts. If the investment opportunity did not arise solely from their activities on behalf of the General Partner, the directors and officers of the General Partner have no obligation to offer an investment opportunity to the Partnership. Certain directors of the General Partner may be directors and shareholders of Mineral Issuers and subject to compliance with applicable law, and the Partnership may enter into Flow-Through Agreements with such Mineral Issuers.

The General Partner will receive fees and other compensation as described herein under Item 3.1 "*Compensation and Securities Held*".

Although none of the directors or officers of the General Partner will devote their full time to the business and affairs of the Partnership or the General Partner, each will devote as much time as is necessary for the management of the business and affairs of the General Partner and the Partnership.

The Administrator and Agent, Fieldhouse Capital Management Inc. is an Exempt Market Dealer, an Investment Fund Manager and a Portfolio Manager. It acts as agent for the Partnership in arranging investments for the Partnership and in that capacity may receive commissions, finders' fees and other compensation from the Partnership and/or Mineral Issuers. As a result, there are potential conflicts of interest that could arise in connection with acting in its capacities as Exempt Market Dealer, Investment Fund Manager and Portfolio Manager. Accordingly, the Partnership may be considered to be a "connected issuer" of Fieldhouse Capital Management Inc. for the purposes of Applicable Securities Laws. In addition, John Kason, an employee of the Agent and Administrator (Fieldhouse Capital Management Inc.), is the initial Investment Manager for the Partnership, and, in such capacity, will manage the investments of the Partnership in Flow-Through Shares and Flow-Through Units in accordance with the Investment Guidelines. Fieldhouse Capital Management Inc. has adopted a conflict of interest policy to address and minimize potential conflicts of interest. Further, Applicable Securities laws require Fieldhouse Capital Management Inc., prior to trading with or advising its clients, to inform them of the relevant relationships and connections with the issuer of the securities. Clients should refer to the applicable provisions of these securities laws for the particulars of these rules and their rights or consult with a legal adviser.

Possible Loss of Limited Liability of Limited Partners

Limited Partners may lose their limited liability in certain circumstances, including by taking part in the control of the business of the Partnership. The principles of law in the various jurisdictions of Canada recognizing the limited liability of the limited partners of limited partnerships subsisting under the laws of one province but carrying on business in another province or territory have not been authoritatively established. If limited liability is lost, there is a risk that Limited Partners may be liable beyond their contribution and share of undistributed net income of the Partnership in the event of judgment on a claim in an amount exceeding the sum of the net assets of the General Partner and the net assets of the Partnership at that time.

Limited Partners may become liable to return to the Partnership such part of any amount distributed to them as may be necessary to restore the capital of the Partnership to the amount existing before such distribution if, as a result of any such distribution, the capital of the Partnership is reduced and the Partnership is unable to pay its debts as they become due.

Marketability of Units

There is no market through which the Units may be sold and none is expected to develop. The Units are subject to resale restrictions, and unless an investor complies with applicable exemptions to the

registration and prospectus requirement of securities legislation, investors will not be able to trade the Units until the applicable hold period has expired. See Item 10 "*Resale Restrictions*".

No Regulatory Review of Offering Memorandum

Purchasers under this offering will not have the benefit of a review of this Offering Memorandum by any regulatory authorities.

Risks Associated With Mineral Issuers

In general, the business of the Partnership will be to make investments in Mineral Issuers. The business activities of Mineral Issuers are typically speculative and may be adversely affected by sector specific risk factors, outside the control of the Mineral Issuers, which may ultimately have an impact on the Partnership's investments in such companies' securities. Because of such factors, the net asset value of the Partnership may be more volatile than portfolios with a more diversified investment focus. Investors should consider the following risk factors, which may be relevant to certain Mineral Issuers in which the Partnership invests, before purchasing Units.

Exploration and Mining Risks

The business of exploration for minerals involves a high degree of risk. Few properties that are explored are ultimately developed into producing mines. At the time of investment in a Mineral Issuer by the Partnership, it may not be known if such Mineral Issuer's properties have a known body of ore of commercial grade, or economically viable resources.

Unusual or unexpected formations, formation pressures, fires, explosions, blow-outs, oil spills, power outages, labour disruptions, flooding, cave-ins, landslides and the inability of the Mineral Issuer to obtain suitable machinery, equipment or labour are all risks which may occur during exploration for and development of mineral deposits. Substantial expenditures are required in order to establish reserves through drilling, to develop metallurgical processes to extract the metal from the ore and to develop the mining and production facilities and infrastructure. Although substantial benefits may be derived from the discovery of a major mineral deposit, no assurance can be given that minerals will be discovered in sufficient quantities by the Mineral Issuers in which the Partnership may invest to justify commercial operations or that such issuers will be able to obtain the funds required for development on a timely basis or at all.

The economics of developing resource properties are affected by many factors including the cost of operations, variations in the grade of ore mined, fluctuations in the prices of ore which can be obtained on the resource markets, costs of processing equipment and such other factors as aboriginal land claims and government regulations, including regulations relating to royalties, importing and exporting and environmental protection. There is no certainty that the expenditures to be made by the Mineral Issuer in the exploration and development of the interests described herein will result in discoveries of commercial quantities of a resource.

Market Risks

The marketability of natural resources which may be acquired or discovered by a Mineral Issuer will be affected by numerous factors which are beyond the control of such Mineral Issuer. These factors include market fluctuations in the price of the natural resource commodities, the proximity and capacity of natural resource markets and processing equipment, government regulations, including regulations relating to prices, taxes, royalties, land tenure, land use, importing and exporting of materials and environmental protection. The effect of these factors cannot be accurately predicted, but any one or a combination of these factors could result in a Mineral Issuer not receiving an adequate return for shareholders, could result in the

Partnership not being able to sell the maximum number of Units under this offering or could result in the Partnership not being able to invest all its Available Funds in Mineral Issuers.

Uninsurable Risks

Mining exploration generally involves a high degree of risk. Hazards such as unusual or unexpected formations, rock bursts, cave-ins, fires, explosions, blow-outs, formations of abnormal pressure, flooding or other conditions may occur from time to time. A Mineral Issuer may become subject to liability for pollution, cave-ins or hazards against which it cannot insure or against which it may elect not to insure. The payment of such liabilities may have a material adverse effect on such Mineral Issuer's financial position.

No Assurance of Title or Boundaries, or of Access

While a Mineral Issuer may have registered its mining claims with the appropriate authorities and filed all pertinent information to industry standards, this cannot be construed as a guarantee of title and any unforeseen defect in the title could result in a reduction or negation of any revenue received by the Mineral Issuer. In addition, a Mineral Issuer's properties may consist of recorded mineral claims which have not been legally surveyed, and therefore, the precise boundaries and locations of such claims or leases may be in doubt and may be challenged.

A Mineral Issuer's properties may also be subject to prior unregistered agreements or transfers or native land claims, and a Mineral Issuer's title may be affected by these and other undetected defects.

Government Regulation

A Mineral Issuer's operations are subject to government legislation, policies and controls relating to prospecting, land use, trade, environmental protection, taxation, rate of exchange, return of capital and labour relations.

Although a Mineral Issuer's exploration activities may be carried out in accordance with all applicable rules and regulations at any point in time, no assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner that could limit or curtail production or development of the Mineral Issuer's operations. Amendments to current laws and regulations governing the operations of a Mineral Issuer or more stringent enforcement of such laws and regulations could have a substantial adverse impact on the financial results of the Mineral Issuer.

Environmental Regulation

A Mineral Issuer's operations may be subject to environmental laws or regulations enacted or promulgated by government or government agencies from time to time. Environmental legislation provides for restrictions and prohibitions on spills, releases or emissions of various substances produced in association with certain natural resource industry operations, such as seepage from tailings disposal areas which would result in environmental pollution. A breach of such legislation may result in the imposition on the Mineral Issuer of fines and penalties. In addition, certain types of operations require the submission and approval of environmental impact assessments. Environmental legislation is evolving in a manner which has led to stricter standards and enforcement and greater fines and penalties for noncompliance. The cost of compliance with laws and regulations may reduce or negate the profitability of a Mineral Issuer's operations.

Future Sales

In addition to the Units offered under this Offering Memorandum, the General Partner may in its sole discretion raise capital from time to time for the Partnership by selling Units at such prices and on such terms and conditions as the General Partner may in its sole discretion determine; provided that such terms and conditions do not materially adversely affect the interests of those who are Limited Partners at the time of sale of such Units.

Lack of Separate Counsel

Counsel for the Partnership in connection with this Offering are also counsel to the General Partner. Prospective subscribers, as a group, have not been represented by separate counsel and counsel for the Partnership, the General Partner and the Agents do not purport to have acted for the subscribers or to have conducted any investigation or review on their behalf.

COVID-19

The ongoing pandemic related to COVID-19, together with regulations and restrictions imposed by governments in respect of the same, has caused a significant slowdown in the global economy and volatility in global financial markets. COVID-19 or any other disease outbreak may adversely affect global markets and the performance of the investments of the Partnership.

Item 9. Reporting Obligations

9.1 Disclosure of Documents

Set forth below are the reporting obligations to be provided to Limited Partners on an annual or ongoing basis:

(a) a copy of the financial statements of the Partnership will be posted on the website of the General Partner within 90 days following the end of each fiscal year; and

(b) income tax forms will be sent to Limited Partners to claim income tax deductions and credits in relation to Qualified CEE allocated to them by the Partnership.

The General Partner and the Administrator will ensure that the Partnership complies with all other reporting and administrative requirements.

9.2 Corporate Information

The General Partner or the Administrator will file and deliver to each Limited Partner, as applicable, such financial statements and other reports as are from time to time required by applicable law. The General Partner or the Administrator will forward, or cause to be forwarded on a timely basis, to each Limited Partner, either directly or indirectly through intermediaries, the information necessary for the Limited Partner to complete such Limited Partner's Canadian federal and provincial income tax returns with respect to Partnership matters for the preceding year. The *Partnership Act* (British Columbia) provides that any person may, on demand, examine the register of limited partners.

Corporate information about the General Partner is available at the Office of the British Columbia Registrar of Companies. Purchasers are advised however that the General Partner is not a reporting issuer, and does not have to publish financial information or notify the public of changes in its business.

The General Partner is required to keep adequate books and records reflecting the activities the Partnership in accordance with normal business practices and Canadian generally accepted accounting principles. A Limited Partner has the right to examine the books and records of the Partnership at all reasonable times. Notwithstanding the foregoing, a Limited Partner will not have access to any information which in the opinion of the General Partner should be kept confidential in the interests of the Partnership and which is not required to be disclosed by applicable securities laws or other laws governing the Partnership.

Item 10. <u>Resale Restrictions</u>

10.1 General

For trades in Alberta, British Columbia, Saskatchewan, and Ontario:

In addition to requiring the approval of the General Partner (or the Administrator on behalf of the General Partner) to transfer Units, the Units will be subject to a number of resale restrictions on trading. Until the restriction on trading expires, you will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

Unless permitted under securities legislation, you cannot trade the Units before the date that is 4 months and a day after the date the Partnership becomes a reporting issuer in any province or territory of Canada.

The Units you are buying are not listed on any stock exchange, and they may never be listed. The Partnership does not intend to become a reporting issuer in any Canadian province or territory. You will be restricted from selling your Units for an indefinite period and you may never be able to sell these Units.

For trades in Manitoba:

Unless permitted under securities legislation, you must not trade the Units without the prior written consent of the regulator in Manitoba unless:

(a) The Partnership has filed a prospectus with the regulator in Manitoba with respect to the Units you have purchased and the regulator in Manitoba has issued a receipt for that prospectus, or

(b) You have held the Units for at least 12 months.

The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

Subscribers of Units offered hereunder who wish to resell such securities should consult with their own legal advisors prior to engaging in any resale, in order to ascertain the restriction on any such resale.

It is the responsibility of each individual subscriber of Units to ensure that all forms required by the applicable securities legislation are filed as required upon disposition of the Units acquired pursuant to this Offering.

Item 11. <u>Purchaser's Rights</u>

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

Securities legislation in certain of the Provinces of Canada requires investors to be provided with a remedy for rescission or damages or both, in addition to any other right that they may have at law, where an Offering Memorandum and any amendment to it or any document referenced and incorporated into the Offering Memorandum or in amendments to it contains a misrepresentation. These remedies must be exercised by the investor within the time limits prescribed by the applicable securities legislation. Purchasers of these Units should refer to the applicable provisions of the securities legislation for the complete text of these rights and should consult with a legal adviser.

The applicable contractual and statutory rights are summarized below and are subject to the express provisions of the securities legislation of the applicable Province and reference is made thereto for the complete text of such Provinces. The rights of action described below are in addition to and without derogation from any right or remedy available at law to the investor and are intended to correspond to the provisions of the relevant securities legislation and are subject to the defenses contained therein.

1. Two Day Cancellation Right

You can cancel your agreement to purchase these Units. To do so, you must send a notice to us by midnight on the second business day after you sign the Subscription Agreement to buy the Units.

2. Statutory Rights of Action in the Event of a Misrepresentation

Subscribers in the Provinces of British Columbia, Alberta and Ontario

A subscriber for Units pursuant to this Offering Memorandum who is a resident in British Columbia, Alberta or Ontario has, in addition to any other rights the subscriber may have at law, a right of action for damages or rescission against the Partnership if this Offering Memorandum, together with any amendments hereto, contains a misrepresentation. In British Columbia, Alberta and Ontario, a subscriber has additional statutory rights of action for damages against every director of the General Partner at the date of this Offering Memorandum and every person or company who signed this Offering Memorandum.

If this Offering Memorandum contains a misrepresentation, which was a misrepresentation at the time the Units were purchased, the subscriber will be deemed to have relied upon the misrepresentation and will, as provided below, have a right of action against the Partnership for damages or alternatively, if still the owner of any of the Units purchased by that subscriber, for rescission, in which case, if the subscriber elects to exercise the right of rescission, the subscriber will have no right of action for damages against the Partnership, provided that:

(a) no person or company will be liable if it proves that the subscriber purchased the securities with knowledge of the misrepresentation;

(b) in the case of an action for damages, the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation;

(c) in no case will the amount recoverable in any action exceed the price at which the securities were purchased by the subscriber under this Offering Memorandum; and

(d) in the case of a subscriber resident in Alberta, no person or company, other than the Partnership, will be liable if such person or company is entitled to rely upon certain statutory provisions set out in subsections 204(3)(a)-(e) of the *Securities Act* (Alberta).

In British Columbia, Alberta and Ontario, no action may be commenced more than:

(a) in the case of an action for rescission, more than 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any other action, other than an action for rescission, more than the earlier of (i) 180 days after the subscriber first had knowledge of the facts giving rise to the cause of action; or (ii) three years after the date of the transaction that gave rise to the cause of action.

Subscribers in the Province of Saskatchewan

In the event that this Offering Memorandum and any amendment thereto or advertising or sales literature used in connection therewith delivered to a purchaser of the Units resident in Saskatchewan contains an untrue statement of a fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the Units (herein called a "**material fact**") or omits a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made (herein called a "**misrepresentation**"), a purchaser will be deemed to have relied upon that misrepresentation and will have a right of action for damages against the Partnership, the promoters and "directors" (as defined in the *Securities Act,* 1988 (Saskatchewan)) of the Partnership, every person or company whose consent has been filed with this Offering Memorandum or amendment thereto but only with respect to reports, opinions or statements that have been made by them, every person who signed this Offering Memorandum or any amendment thereto, and every person who or company that sells the Units on behalf of the Partnership under this Offering Memorandum or amendment thereto.

Alternatively, where the purchaser purchased the Units from the Partnership, the purchaser may elect to exercise a right of rescission against the Partnership.

In addition, where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the Units and the verbal statement is made either before or contemporaneously with the purchase of the Units, the purchaser has a right of action for damages against the individual who made the verbal statement.

No persons or company is liable, nor does a right of rescission exist, where the persons or company proves that the purchaser purchased the Units with knowledge of the misrepresentation. In an action for damages, no persons or company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the Units as a result of the misrepresentation relied on.

No action shall be commenced to enforce these rights more than:

(a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any action, other than an action for rescission, the earlier of one year after the purchaser first had knowledge of the facts giving rise to the cause of action or six years after the date of the transaction that gave rise to the cause of action. These rights are (i) in

addition to and do not derogate from any other right the purchaser may have at law; and (ii) subject to certain defences as more particularly described in the *Securities Act*, 1988 (Saskatchewan).

Contractual Rights of Action for Misrepresentation in the Province of Manitoba

In Manitoba, if there is a misrepresentation in this Offering Memorandum, you have a contractual right to sue the Partnership:

(a) to cancel the agreement to buy the Units; or

(b) for damages.

This contractual right to sue is available to you whether or not you relied on the misrepresentation. However, in an action for damages, the amount you may recover will not exceed the price that you paid for the Units and will not include any part of the damages that the Partnership proves does not represent the depreciation in value of the Units resulting from the misrepresentation. The Partnership has a defence if it proves that you knew of the misrepresentation when you purchased the securities.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence the action to cancel the agreement within 180 days after signing the agreement to purchase the Units. You must commence the action for damages within the earlier of 180 days after learning of the misrepresentation and 3 years after signing the agreement to purchase the Units.

Subscribers should consult their own legal advisers with respect to their rights and the remedies available to them. The rights discussed above are in addition to and without derogation from any other rights or remedies, which subscribers may have at law.

Item 12. Financial Statements

Attached are the audited financial statements of the General Partner and the Partnership.

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Audited Financial Statements of the Partnership and the General Partner

[See attached]

CORDILLERA MINERALS 2021 FLOW-THROUGH LIMITED PARTNERSHIP

FINANCIAL STATEMENTS

FOR THE PERIOD FROM INCEPTION (MAY 31, 2021) TO MAY 31, 2021

(Expressed in Canadian Dollars)

bakertilly

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INDEPENDENT AUDITOR'S REPORT

To the General Partner of Cordillera Minerals 2021 Flow-Through Limited Partnership:

Opinion

We have audited the financial statements of Cordillera Minerals 2021 Flow-Through Limited Partnership (the "Partnership"), which comprise the statement of financial position as at May 31, 2021, and the statement of comprehensive loss, statement of changes in net assets attributable to partners and statement of cash flows for the period from inception on May 31, 2021 to May 31, 2021, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Partnership as at May 31, 2021, and its financial performance and its cash flows for the period from inception on May 31, 2021 to May 31, 2021 in accordance with International Financial Reporting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Partnership in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 in the financial statements, which describes events and conditions indicating that a material uncertainty exists that may cast significant doubt on the Partnership's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Partnership's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Partnership or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Partnership's financial reporting process.

Baker Tilly WM LLP is a member of Baker Tilly Canada Cooperative, which is a member of the global network of Baker Tilly International Limited. All members of Baker Tilly Canada Cooperative and Baker Tilly International Limited are separate and independent legal entities.

bakertilly

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Partnership's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Partnership's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Partnership to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Baker Tilly WM LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Vancouver, B.C.
June 25, 2021

CORDILLERA MINERALS 2021 FLOW-THROUGH LIMITED PARTNERSHIP

STATEMENT OF FINANCIAL POSITION

(Expressed in Canadian Dollars)

		MAY 31, 2021
Assets		
Current		
Cash	**$**	**10**
Total Assets	**$**	**10**
Liabilities		
Total Liabilities	**$**	**-**
Net Assets Attributable to Partners	**$**	**10**
Issued and fully paid limited partnership unit	**$**	**10**

Nature of limited partnership operations and going concern (Note 1)

Approved on behalf of Cordillera Minerals 2021 Flow-Through Limited Partnership by the Board of Directors of its General Partner, Cordillera Minerals 2021 Management Ltd. on June 25, 2021.

"R Bruce Fair"	*"David WJ McAdam"*
Director	Director

The accompanying notes are an integral part of these financial statements.

CORDILLERA MINERALS 2021 FLOW-THROUGH LIMITED PARTNERSHIP

STATEMENT OF COMPREHENSIVE LOSS
(Expressed in Canadian Dollars)

	PERIOD FROM INCEPTION May 31, 2021 TO MAY 31, 2021
Expenses	
	$ -
Total Expenses	-
Net and comprehensive loss for the period	$ -

The accompanying notes are an integral part of these financial statements.

CORDILLERA MINERALS 2021 FLOW-THROUGH LIMITED PARTNERSHIP

STATEMENT OF CHANGES IN NET ASSETS ATTRIBUTABLE TO PARTNERS
(Expressed in Canadian Dollars)

	Partnership Units	Amount	Total
Net Assets Attributable to Partners, Beginning of Period	**-**	**$ -**	**$ -**
Proceeds from issuance of Partnership unit	1	**$ 10**	**$ 10**
Net Assets Attributable to Partners, End of Period			**$ 10**

The accompanying notes are an integral part of these financial statements.

CORDILLERA MINERALS FLOW-THROUGH LIMITED PARTNERSHIP

STATEMENT OF CASH FLOWS

(Expressed in Canadian Dollars)

		PERIOD FROM INCEPTION May 31, 2021 TO MAY 31, 2021
Cash Provided By (Used In):		
Financing Activities		
Proceeds from issuance of units	$	10
Increase in Cash during the Period		10
Cash, Beginning of Period		-
Cash, End of Period	$	10

The accompanying notes are an integral part of these financial statements.

1. Nature of Operations and Going Concern

Cordillera Minerals 2021 Flow-Through Limited Partnership (the "Partnership") was formed on May 31, 2021, as a limited partnership incorporated under the laws of the Province of British Columbia. The Partnership's head office is located at 1100 – 1111 Melville Street, Vancouver, British Columbia V6E 3V6. The Partnership consists of one class of limited partnership units, which is a separate non-redeemable investment fund for securities law purposes with its own investment portfolio and investment objectives. The investment objective of the investment portfolio is to provide holders with a tax assisted investment in a diversified portfolio of flow-through shares of resource issuers incurring eligible expenditures across Canada with a view to (i) maximizing the tax benefits of an investment and (ii) achieving capital appreciation. The General Partner of the Partnership is Cordillera Minerals 2021 Management Ltd. (the "General Partner") and the ultimate controlling party of the Partnership as at May 31, 2021, is Cordillera Minerals Group Ltd, as the sole unit holder in the Partnership.

In March 2020, the World Health Organization declared coronavirus COVID-19 a global pandemic. This contagious disease outbreak, which has continued to spread, and related public health developments, has adversely affected workforces, economies, and financial markets globally, potentially leading to an economic downturn.

The Partnership was formed on May 31, 2021 and had no activity for the period ended May 31, 2021. Whether and when the Partnership can attain profitability and positive cash flows from operations is uncertain. The Partnership has not yet realized profitable operations and is reliant on non-operational sources of financing to fund its activity. Management will need to secure sources of financing to fund ongoing activity in the future. There is a material uncertainty related to the foregoing events and conditions that may cast significant doubt on the Partnership's ability to continue as a going concern. These financial statements do not include any adjustments that might be necessary should the Partnership be unable to realize its assets and discharge its liabilities in the normal course of business. Such adjustments could be material.

2. Summary of Significant Accounting Policies

(a) Statement of compliance

These financial statements have been prepared in accordance with IFRS issued by the International Accounting Standards Board ("IASB") and Interpretations of the IFRS Interpretations Committee ("IFRIC").

(b) Basis of presentation

These financial statements have been prepared on an accrual basis except for cash flow information, using historical cost, with the exception of certain financial instruments measured at fair value.

2. Summary of Significant Accounting Policies (Continued)

(c) Functional and presentation currency

The financial statements are presented in Canadian dollars, which is the Partnership's functional and presentation currency.

(d) Income tax

These financial statements include the assets and liabilities of the Partnership and do not include the assets, liabilities, revenue and expenses of the General Partner or Limited Partners. No provision for income tax has been made as the Partnership is not a taxable entity.

(e) Significant accounting judgments and estimates

The preparation of these financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. The preparation of the financial statements also requires management to exercise judgment in the process of applying the accounting policies.

On an on-going basis, management evaluates its judgments and estimates in relation to assets, liabilities, and expenses. The Partnership uses historical experience and various other factors it believes to be reasonable under the given circumstances, as the basis for its judgments and estimates. Revisions to accounting estimates are recognized prospectively from the period in which the estimates are revised. Actual outcomes may differ from those estimates under different assumptions and conditions.

The following are items involving key judgment and estimates:

Significant judgments

Going concern

These financial statements have been prepared on a going concern basis, which assumes the realization of assets and discharge of liabilities in the normal course of business within the foreseeable future. The Partnership uses judgment in determining assumptions for cash flow projections, such as anticipated financing and future commitments to assess the Partnership's ability to continue as a going concern. A critical judgment is that the Partnership continues to raise funds going forward and to satisfy obligations as they become due.

3. Partnership Capital

The Partnership is authorized to issue 1,000,000 units. Each unit carries equal obligations and rights, including the right to one vote at all meetings of the Limited Partners and to equal participation in any distribution made by the Partnership. There are no restrictions as to the maximum number of units that a Limited Partner may hold in the Partnership, subject to limitations on the number of units that may be held by financial institutions (as defined in the Income Tax Act (Canada)) and provisions of securities legislation and regulations relating to take-over bids; however, the minimum subscription is 2,500 units per Subscriber.

At the date of formation of the Partnership, one partnership unit was issued for $10.

4. Related Party Transactions and Relationships

As part of the Limited Partnership Agreement ("LPA"), the Partnership entered into various agreements with the General Partner ("GP") and its directors.

The GP is entitled to a fee equal to two percent (2.0%) of the gross proceeds from the sale of Partnership Units, payable on the closing of the sale of such Units. In addition, the GP is entitled to a performance bonus of any warrants purchased as part of a flow-through unit offering acquired by the Partnership.

The GP is responsible for all the costs of operating the Partnership, Offering Expenses (as defined in the LPA), and additional costs (as defined) which are payable to a director of the GP based on one percent (1%) of gross proceeds from the sale of Partnership Units.

Under the terms of the LPA, the Offering Expenses (as defined) and costs of operating the Partnership incurred by the GP would be recoverable from the Partnership should there be adequate gross proceeds from a future sale of Partnership Units. As at May 31, 2021, costs under the LPA were $49,970, and as of the date these financial statements were authorized for issue on June 25, 2021, there were no gross proceeds.

5. Subsequent Events

On June 4, 2021, the Partnership entered into a Master Administrative Services Agreement for administrative services to be provided to the Partnership including investment manager and portfolio manager services at a fee of one percent (1%) of gross proceeds from the sale of Partnership Units.

CORDILLERA MINERALS 2021 MANAGEMENT LTD.

FINANCIAL STATEMENTS

FOR THE PERIOD FROM INCEPTION (APRIL 9, 2021) TO MAY 31, 2021

(Expressed in Canadian Dollars)

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INDEPENDENT AUDITOR'S REPORT

To the Shareholders of Cordillera Minerals 2021 Management Ltd.:

Opinion

We have audited the financial statements of Cordillera Minerals 2021 Management Ltd. (the "Company"), which comprise the statement of financial position as at May 31, 2021, and the statement of loss and comprehensive loss, statement of changes in shareholders' equity (deficit) and statement of cash flows for the period from inception on April 9, 2021 to May 31, 2021, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at May 31, 2021, and its financial performance and its cash flows for the period from inception on April 9, 2021 to May 31, 2021 in accordance with International Financial Reporting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 1 in the financial statements, which describes events and conditions indicating that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Baker Tilly WM LLP is a member of Baker Tilly Canada Cooperative, which is a member of the global network of Baker Tilly International Limited. All members of Baker Tilly Canada Cooperative and Baker Tilly International Limited are separate and independent legal entities.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Baker Tilly WM LLP

CHARTERED PROFESSIONAL ACCOUNTANTS

Vancouver, B.C.
June 25, 2021

CORDILLERA MINERALS 2021 MANAGEMENT LTD.

STATEMENT OF FINANCIAL POSITION
(Expressed in Canadian Dollars)

		MAY 31, 2021
ASSETS		
Current		
Cash	$	484
Prepaid expenses		2,500
		2,984
Total Assets	$	2,984
LIABILITIES		
Current		
Accounts payable and accrued liabilities (Note 6)	$	54,892
Due to shareholders (Notes 3 and 5)		7,381
Total Liabilities		62,273
SHAREHOLDERS' EQUITY (DEFICIT)		
Share Capital (Note 4)		2
Deficit		(59,291)
Total Equity (Deficit)		(59,289)
Total Liabilities and Shareholders' Equity (Deficit)	$	2,984

Nature of operations and going concern (Note 1)

The financial statements were approved and authorized for issue by the Board of Directors on June 25, 2021. They were signed on the Company's behalf by:

"R Bruce Fair"	*"David WJ McAdam"*
Director	Director

The accompanying notes are an integral part of these financial statements.

CORDILLERA MINERALS 2021 MANAGEMENT LTD.

STATEMENT OF LOSS
AND COMPREHENSIVE LOSS
(Expressed in Canadian Dollars)

		PERIOD FROM INCEPTION APRIL 9, 2021 TO MAY 31, 2021
Expenses		
Audit fees (Note 6)	$	7,000
Consulting		420
General and administrative		5,827
Professional fees (Note 6)		46,044
		59,291
Net and Comprehensive Loss for the Period	$	59,291

The accompanying notes are an integral part of these financial statements.

CORDILLERA MINERALS 2021 MANAGEMENT LTD.

STATEMENT OF CASH FLOWS
(Expressed in Canadian Dollars)

	PERIOD FROM INCEPTION APRIL 9, 2021 TO MAY 31, 2021
Cash Provided By (Used In):	
Operating Activities	
Net loss for the period	$ (59,291)
Items not affecting cash	
General, administrative and professional fee expenses paid by Shareholders	6,881
Net changes in non-cash operating working capital items:	
Prepaid expenses	(2,500)
Accounts payable and accrued liabilities	54,892
	(18)
Financing Activities	
Proceeds from issuance of shares	2
Advances from Shareholders	500
	502
Change In Cash	484
Cash, Beginning of Period	-
Cash, End of Period	$ 484
Supplementary Cash Flow Information	
Interest Paid	$ -
Income Tax Paid	$ -

The accompanying notes are an integral part of these financial statements.

CORDILLERA MINERALS 2021 MANAGEMENT LTD.

STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY (DEFICIT)

FOR THE PERIOD FROM INCEPTION (APRIL 9, 2021) TO MAY 31, 2021
(Expressed in Canadian Dollars)

	SHARE CAPITAL			
	SHARES	AMOUNT	DEFICIT	SHAREHOLDERS' EQUITY (DEFICIT)
Balance, April 9, 2021	-	$ -	$ -	$ -
Issuance of common shares for cash	2	2	-	2
Net and comprehensive loss for the period	-	-	(59,291)	(59,291)
Balance, May 31, 2021	2	$ 2	$ (59,291)	$ (59,289)

The accompanying notes are an integral part of these financial statements.

1. Nature of Operations and Going Concern

Cordillera Minerals 2021 Management Ltd. (the "Company") was incorporated under the Business Corporations Act (British Columbia) on April 9, 2021. The address of the Company's registered office is located at 1100 – 1111 Melville Street, Vancouver, BC V6E 3V6.

The Company's principal business activity is to provide services in its role as the General Partner of the Cordillera Minerals 2021 Flow-Through Limited Partnership (the "Partnership").

These financial statements have been prepared on a going concern basis, which assumes that the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities in the normal course of operations.

In March 2020, the World Health Organization declared coronavirus COVID-19 a global pandemic. This contagious disease outbreak, which has continued to spread, and related public health developments, has adversely affected workforces, economies, and financial markets globally, potentially leading to an economic downturn.

The Company has reported an operating loss and negative working capital and has limited capital resources. The Company will require additional funding to continue operations for the next 12 months. The foregoing events and conditions have resulted in a material uncertainty that may cast significant doubt as to the Company's ability to continue as a going concern. These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts, or to the amounts or classification of liabilities that might be necessary should the Company not be able to continue as a going concern.

2. Summary of Significant Accounting Policies

(a) Statement of compliance

These financial statements have been prepared in accordance with IFRS issued by the International Accounting Standards Board ("IASB") and Interpretations of the IFRS Interpretations Committee ("IFRIC").

(b) Basis of presentation

These financial statements have been prepared on an accrual basis except for cash flow information, using historical cost with the exception of certain financial instruments measured at fair value.

(c) Financial instruments

Financial assets and financial liabilities are recognized when the Company becomes a party to the contractual provisions of the financial instrument.

2. Summary of Significant Accounting Policies (Continued)

(c) Financial instruments (Continued)

Financial assets are derecognized when the contractual rights to the cash flows from the financial asset expire, or when the financial asset and all substantial risks and rewards are transferred. A financial liability is derecognized when it is extinguished, discharged, cancelled or expires.

Financial Instruments - classification and measurement

Financial assets are classified and measured based on these categories: fair value through profit or loss ("FVPL"); fair value through other comprehensive income ("FVOCI"); or amortized cost. Financial liabilities are classified and measured based on two categories: FVPL or amortized cost. Financial assets are not reclassified subsequent to their initial recognition unless the Company changes its business model for managing financial assets.

Financial assets and liabilities classified as FVPL are measured at fair value with changes in fair value recognized in profit or loss. Financial assets designated as FVOCI are measured at fair value with changes in fair value recognized in other comprehensive income with such changes never being reclassified to profit or loss. Financial assets and liabilities classified as amortized cost are initially measured at fair value, net of any transaction costs incurred and are measured subsequently using the effective interest method.

The Company's financial instruments consist of the following:

Financial assets and liabilities	*Classification*
Cash	Amortized cost
Accounts payable and accrued liabilities	Amortized cost
Due to shareholders	Amortized cost

Financial instruments recorded at fair value in the statement of financial position are classified according to a three-level hierarchy that reflects the reliability of the inputs used in making the fair value measurements.

The three levels of fair value hierarchy are as follows:

- Level 1 - Unadjusted quoted prices in active markets for identical assets and liabilities;
- Level 2 - Inputs other than quoted prices that are observable for assets or liabilities directly or indirectly; and
- Level 3 - Inputs for assets or liabilities that are not based on observable market data.

(d) Impairment of non-financial assets

At the end of each reporting period, the Company reviews the carrying amounts of its non-financial assets with finite lives to determine whether there is any indication that those assets have suffered an impairment loss. Where such an indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss. The recoverable amount is the higher of an asset’s fair value less cost of disposal and its value in use.

2. Summary of Significant Accounting Policies (Continued)

(e) Provisions

A provision is recognized in the statement of financial position when the Company has a present legal or constructive obligation as a result of a past event, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are measured by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability. The Company has recorded no provisions for the period presented.

(f) Income taxes

Income tax expense consists of current and deferred tax expense. Income tax expense is recognized in profit or loss, except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity.

Current tax expense is the expected tax payable on the taxable income for the period, using tax rates enacted or substantively enacted at the end of the reporting period, adjusted for amendments to tax payable with regards to previous periods.

The Company recognizes deferred tax on temporary differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in computing taxable profit or loss. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the end of the reporting period.

A deferred tax asset is recognized only to the extent that it is probable that future taxable profit will be available against which the asset can be utilized.

(g) Share capital

Common shares are classified as equity. Proceeds from unit placements are allocated between shares and warrants issued using the residual value method. Costs directly identifiable with share capital financing are deducted from share capital. Share issuance costs incurred in advance of share subscriptions are recorded as non-current deferred assets. Share issuance costs related to uncompleted share subscriptions are recognized in profit or loss in the period they are incurred.

2. Summary of Significant Accounting Policies (Continued)

(h) Significant accounting judgments and estimates

The preparation of these financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. The preparation of the financial statements also requires management to exercise judgment in the process of applying the accounting policies.

On an on-going basis, management evaluates its judgments and estimates in relation to assets, liabilities and expenses. Management uses historical experience and various other factors it believes to be reasonable under the given circumstances, as the basis for its judgments and estimates. Revisions to accounting estimates are recognized prospectively from the period in which the estimates are revised. Actual outcomes may differ from those estimates under different assumptions and conditions.

The following are items involving key judgment and estimates:

Significant judgments

Going concern

These financial statements have been prepared on a going concern basis, which assumes the realization of assets and discharge of liabilities in the normal course of business within the foreseeable future. Management uses judgment in determining assumptions for cash flow projections, such as anticipated financing, deferral of commitments, negotiation of supplier terms and future commitments to assess the Company's ability to continue as a going concern. A critical judgment is that the Company generates revenues, recovers costs, or otherwise continues to raise funds going forward in order to satisfy obligations as they become due. Under the terms of the Limited Partnership Agreement ("LPA"), between the Company and the Partnership, Offering Expenses (as defined) and costs of operating the Partnership incurred by the Company are to be recovered from the Partnership should there be adequate gross proceeds from a future sale of Partnership Units, at a recoverable rate of 3% of any closed tranche. As at May 31, 2021, costs under the LPA were $49,970, and as of the date these financial statements were authorized for issue on June 25, 2021, there were no gross proceeds.

Income taxes and indirect taxes

Management is required to make estimates regarding the tax basis of assets and liabilities and related deferred income tax assets and liabilities, and the measurement of income tax expense, and indirect taxes. The Company is subject to assessments by tax authorities who may interpret tax law differently. These factors may affect the final amount or the timing of tax payments.

(I) Accounting Standards issued but not yet applied

At the date of approval of these financial statements a number of standards and interpretations have been issued, which are not yet effective. The Company considers these new standards and interpretations are either not applicable to the Company's operations or are not expected to have a material impact on the Company's financial statements.

3. Due to Shareholders

Amounts due to shareholders are non-interest bearing, have no fixed repayment date and are unsecured.

4. Share Capital

(a) Authorized share capital

Unlimited number of common shares without par value.

(b) Issued share capital

During the period ended May 31, 2021, the Company issued 2 shares for proceeds of $2.

5. Related Party Transactions

Related party transactions reflected in these financial statements are as follows:

Key management personnel include directors and officers of the Company.

(a) For the period ended May 31, 2021, directors of the Company (who are also shareholders of the Company) advanced the company $7,381 under the terms and conditions described in Note 3.

(b) On March 1, 2021, the Company entered into a contract with the Chief Financial Officer ("CFO"). During the period ended May 31, 2021, there was no compensation to the CFO.

(c) On March 23, 2021, the Company entered into a contract with the Chief Executive Officer ("CEO"). During the period ended May 31, 2021, there was no compensation to the CFO.

6. General Partner

The Company is the General Partner ("GP") of Cordillera Minerals 2021 Flow-Through Limited Partnership ("Partnership") under the Limited Liability Partnership ("LPA") certified on May 31, 2021. Under the terms of the LPA, the Offering Expenses (as defined) and costs of operating the Partnership incurred by the GP would be recoverable from the Partnership should there be adequate Gross Proceeds from a future sale of Partnership Units. As at May 31, 2021, costs recognized under the LPA were $49,970, and as of the date these financial statements were authorized for issue on June 25, 2021, there were no Gross Proceeds.

7. Capital Management

The Company manages its capital structure and makes adjustments in light of the changes in its economic environment and the risk characteristics of the Company's assets. The Company defines capital to be the components of shareholders' equity (deficit), in the amount of ($59,289). To effectively manage the Company's capital requirements, the Company has in place planning, budgeting and forecasting processes to help determine the funds required to ensure the Company has the appropriate liquidity to meet its operating and growth objectives. There were no externally imposed capital requirements to which the Company is subject as at May 31, 2021.

8. Financial Instruments and Risk Management

The carrying values of cash, accounts payable and accrued liabilities and amounts due to shareholders are considered representative of their respective fair values due to their short-term period to maturity.

The Company's activities expose it to a variety of financial risks: credit risk, liquidity risk and market risk (including interest rate, foreign currency and other price risk).

Risk management is carried out by the Company's management team with guidance from the Audit Committee under policies approved by the Board of Directors. The Board of Directors also provides regular guidance for overall risk management.

Credit risk

Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its obligations. The Company’s maximum exposure to credit risk is the carrying value of cash. All of the Company’s cash is held with a major financial institution in Canada, and management believes the credit risk with the institution is not significant.

Liquidity risk

The Company is exposed to liquidity risk. Liquidity risk is the risk that the Company will not be able to meet its obligations associated with financial liabilities. The Company has a planning and budgeting process in place by which it anticipates and determines the funds required to support normal operational requirements as well as the growth and development of the business of the Company. At May 31, 2021, the Company had a working capital deficiency of $59,289.

The Company coordinates this planning and budgeting process with its financing activities through the capital management process described in Note 7, in normal circumstances. Further information regarding liquidity risk is set out in note 1.

Market risk

The Company had no significant exposure as at May 31, 2021, to market risk through its financial instruments.

9. Subsequent Events

On June 4, 2021, the Partnership entered into a Master Administrative Services Agreement for administrative services to be provided to the Partnership including investment manager and portfolio manager services at a fee of one percent (1%) of gross proceeds from the sale of Partnership Units.

Item 13. <u>Date and Certificate</u>

Dated: June 28, 2021

This Offering Memorandum does not contain a misrepresentation.

"R. Bruce Fair"

R. Bruce Fair, President, acting in the capacity of the President and Chief Executive Officer of the General Partner, Cordillera Minerals 2021 Management Ltd.

"David McAdam"

David McAdam, Chief Financial Officer of the General Partner, Cordillera Minerals 2021 Management Ltd.

"R. Bruce Fair"

R. Bruce Fair, Director of the General Partner, Cordillera Minerals 2021 Management Ltd

"David McAdam"

David McAdam, Director of the General Partner, Cordillera Minerals 2021 Management Ltd.

"Scott Young"

Scott Young, Director of the General Partner Cordillera Minerals 2021 Management Ltd.

Cordillera Minerals 2021 Management Ltd.
In its capacity as promoter of the Partnership

"David McAdam"

David McAdam, Chief Financial Officer