

MAINSTREAM MINERALS CORPORATION

Suite 401, 217 Queen Street West
Toronto, Ontario M5V 0R2

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting (the “**Meeting**”) of the shareholders of **Mainstream Minerals Corporation** (the “**Company**”) will be held on **Monday, September 21, 2020**, at the hour of 10:00 a.m. (Eastern time), at the office of Irwin Lowy LLP at Suite 401, 217 Queen Street West, Toronto, Ontario M5V 0R2, for the following purposes:

1. to consider and, if deemed advisable, to pass, with or without variation, a special resolution to amend the articles of incorporation of the Company to create a new Class A retractable, convertible shares of the Company, to facilitate a proposed acquisition transaction between the Company and Plutus Super Flow-Through Limited Partnership (the “**Proposed Acquisition**”), as more fully described in the accompanying management information circular;
2. to elect the directors of the Company, conditional on and effective following the closing of the Proposed Acquisition;
3. to consider and, if deemed advisable, to pass, with or without variation, a special resolution to amend the articles of incorporation of the Company to change the province in which the registered office of the Company is located from the Province of Manitoba to the Province of Ontario; and
4. to transact such other business as may properly come before the Meeting or any adjournments or postponements thereof.

The full text of the special resolutions referred to in items 1 and 3 above is attached to this notice as Exhibit A.

A shareholder wishing to be represented by proxy at the Meeting or any adjournment thereof must deposit his, her or its duly executed form of proxy with the Company’s transfer agent and registrar, Capital Transfer Agency ULC, at Suite 920, 390 Bay Street, Toronto, Ontario M5H 2Y2 not later than 10:00 a.m. (Eastern time) on Thursday, September 17, 2020, or, if the Meeting is adjourned, not later than 48 hours, excluding Saturdays, Sundays and holidays, preceding the time of such adjourned meeting.

Shareholders who are unable to attend the Meeting in person, are requested to date, complete, sign and return the enclosed form of proxy so that as large a representation as possible may be had at the Meeting.

The board of directors of the Company has by resolution fixed the close of business on Monday, August 17, 2020, as the record date for the Meeting, being the date for the determination of the registered holders of common shares of the Company entitled to receive notice of, and to vote at, the Meeting and any adjournment thereof.

COVID-19 GUIDANCE

In the context of the effort to mitigate potential risk to the health and safety associated with COVID-19 and in compliance with the orders and directives of the Government of Canada, the Province of Ontario and the City of Toronto, the shareholders are being discouraged from attending the Meeting in person. All shareholders are encouraged to vote on the matters before the Meeting by proxy in the manner set out herein and in the accompanying management information circular dated August 19, 2020 of the Company.

The accompanying management information circular provides additional detailed information relating to the matters to be dealt with at the Meeting and is supplemental to, and expressly made a part of, this notice of special meeting. Additional information about the Company and its financial statements are also available on the Company's profile at www.sedar.com.

DATED this 19th day of August, 2020.

BY ORDER OF THE BOARD

"Jessica Whitton" (signed)

President, Chief Executive Officer, Corporate Secretary
and Director

EXHIBIT A
SPECIAL RESOLUTION OF THE SHAREHOLDERS
OF
MAINSTREAM MINERALS CORPORATION (THE “COMPANY”)
AMENDMENT TO ARTICLES – NEW CLASS OF SHARES

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the articles of the Company be amended to create a new class of shares, Class A retractable, convertible shares of the Company, having the attributes attached hereto as appendix A;
2. notwithstanding that this resolution has been duly passed by the shareholders of the Company, the directors of the Company be, and they are hereby, authorized and directed to revoke this resolution at any time prior to the issue of a certificate of amendment giving effect to the articles of amendment and to determine not to proceed with the amendment of the articles of the Company without further approval of the shareholders of the Company; and
3. any director or officer of the Company be and he or she is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts or things as he or she may determine to be necessary or advisable to give effect to this resolution, including, without limitation, the execution and delivery of articles of amendment in the prescribed form to the Director appointed under the *Canada Business Corporations Act*, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination.”

APPENDIX A

ATTRIBUTES OF SHARES OF MAINSTREAM MINERALS CORPORATION

The authorized capital of the Company shall consist of: (i) an unlimited number of common shares (“**Common Shares**”); (ii) an unlimited number of retractable shares of one class designated as Class A retractable shares (“**Class A Shares**”); and (iii) an unlimited number of retractable shares of one class designated as Class B retractable shares (“**Class B Shares**”), having attached thereto the rights, privileges, restrictions, and conditions described below.

INTERPRETATION

For purposes of this Item 3:

“**Act**” shall mean the *Canada Business Corporations Act*, as amended, and any applicable regulations promulgated thereunder, and any successor to such statute or regulations.

“**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 or regulators that are then applicable to the Company in the circumstances.

“**Articles**” means these articles of incorporation, as amended and/or restated from time to time.

“**Board**” shall mean the board of directors of the Company.

“**business day**” shall mean any day or part of a day on which The Toronto Stock Exchange is held open for business.

“**Class**” shall mean a particular class of shares of the Company as provided for herein.

“**Class Net Asset Value**” shall mean, in respect of a particular Class, the market value of the assets of the Company referable to such Class as at the relevant time, less those liabilities (including, but not limited to, fees and expenses) of the Company referable to such Class or to such assets as at the relevant time.

“**Class Net Asset Value per Share**” shall mean, in respect of the applicable Class, the Class Net Asset Value of such Class as at the relevant time divided by the total number of shares of such Class then issued and outstanding as at such time.

“**Disclosure Documents**” means, at any time, an offering memorandum or current prospectus and, if applicable, annual information form filed in connection with the distribution of shares of a Class with a Canadian securities regulatory authority or regulator and such other publicly available documents relating to such Class, including financial statements, that have been filed with a Canadian securities regulatory authority or regulator or pursuant to Applicable Securities Laws.

“**Liquidation Date**” shall mean the effective date of any liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary.

SHARE PROVISIONS OF COMMON SHARES

The Common Shares shall have attached thereto, as a class, the following rights, privileges, restrictions, and conditions:

1. **Dividends**

Subject to the provisions herein and to the Act, the holders of the Common Shares shall be entitled to receive and the Company shall pay thereon, if, as, and when declared by the Board, out of the monies of the Company properly applicable to the payment of dividends in any financial period, such dividends as the Board may in its discretion declare; provided that dividends on the Common Shares may not be declared or paid provided shares of any other Class other than the Common Shares are issued and outstanding.

2. **Participation in Assets on Dissolution**

In the event of the liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, subject to the priority rights of the holders of any Class of shares ranking senior to the Common Shares with respect to the return of capital in the event of the liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, the holders of the Common Shares shall be entitled to receive, *pari passu* with the holders of all other Classes of shares, excluding those Classes of shares ranking senior to the Common Shares with respect to the return of capital in the event of the liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all of the remaining property and assets of the Company.

3. **Voting Rights**

Each holder of Common Shares shall be entitled to receive notice of all meetings of the shareholders of the Company. Each holder of Common Shares shall be entitled to attend and to vote at all meetings of the shareholders of the Company, except meetings at which only holders of a specified Class (other than the Common Shares) or specified series of shares are, at law or pursuant to the Articles, entitled to vote, where each holder of Common Shares shall be entitled to one (1) vote in respect of each whole Common Share held by such holder.

4. **Retraction of Common Shares by Holder**

- (a) Subject to the provisions in this **Section 4**, each holder of Common Shares shall be entitled, at any time and from time to time, to require the Company to redeem any or all (including fractions thereof) of the Common Shares registered in the name of such holder by tendering to the Company at its registered office the share certificate(s) representing the Common Share(s) that such holder wishes to have the Company redeem (or, certifying and attesting to the Company that such certificate(s) have been lost, stolen, or destroyed and executing an agreement to indemnify the Company from any loss incurred as a result of such lost certificate(s)), together with a request in writing (the “**Common Share Retraction Request**”) specifying: (i) that such holder desires to have all or a specified number of the Common Share(s) represented by such share certificate(s) redeemed by the Company; and (ii) the business day on which such holder desires to have the Company redeem such Common Share(s) (the “**Common Share Redemption Date**”), provided, however, that such day is no earlier than 90 calendar days following the date on which such holder tenders such share certificate(s) and Common Share Retraction Request to the Company, unless the Company consents in writing to an earlier day. Any Common Share Retraction Request shall be irrevocable unless the Company, in its sole discretion, agrees that the holder may revoke such request prior to the Common Share Redemption Date.
- (b) Subject to receipt of the share certificate(s) representing the Common Share(s) that a holder desires to have the Company redeem (or the certification, attestation, and indemnification in respect of such share certificate(s) described in **Section 4(a)**), together with the Common Share Retraction Request, the Company shall, effective as of the Common Share Redemption Date, redeem such Common Share(s) by paying to such holder an amount per Common Share equal to 90% of the Class Net Asset Value per Share in respect of the Common Shares as at the Common Share Redemption Date, which amount (the “**Common Share Redemption Price**”) shall be satisfied and paid in full by the Company to such holder

within 45 calendar days of the Common Share Redemption Date in accordance with the provisions herein, which may be paid in cash or *in specie* or both, at the sole discretion of the Company.

- (c) From and after the Common Share Redemption Date, the holder of the Common Share(s) so redeemed shall thereafter cease to be a holder of such Common Share(s) and shall not be entitled to exercise any of the rights of a holder in respect thereof and shall have no rights against the Company in respect thereof, other than the right to receive the aggregate Common Share Redemption Price in respect of said shares.
- (d) If only a part of the Common Shares represented by any certificate is being so redeemed, a new certificate for the balance of such Common Shares shall be issued to and registered in the name of the registered holder thereof at the expense of the Company. The Company shall: (i) deliver (or cause to be delivered) to such holder, at the address of the holder recorded in the securities register of the Company or at the address specified in the holder's Common Share Retraction Request; or (ii) hold for pick-up by such holder at the registered office of the Company, such new certificate.
- (e) Notwithstanding any other provision of this **Section 4**, the Company shall not be obligated to redeem any Common Shares specified by a holder in a Common Share Retraction Request to the extent that such redemption of Common Shares would be contrary to solvency requirements or other provisions of applicable law. If the Company believes that it would not be permitted by any such requirements or provisions to redeem the Common Shares tendered for redemption on a Common Share Redemption Date, the Company shall only be obligated to redeem Common Shares specified by a holder in a Common Share Retraction Request to the extent of the maximum number that may be so redeemed (rounded down to a whole number of shares) as would not be contrary to such requirements or provisions and shall notify the holder at least two business days prior to the Common Share Redemption Date as to the number of Common Shares that will not be redeemed by the Company. In any case in which the redemption by the Company of Common Shares would be contrary to solvency requirements or other provisions of applicable law, the Company shall redeem the maximum number of Common Shares that the Board determines the Company is, on the applicable Common Share Redemption Date, permitted to redeem, which shall be selected as nearly as may be *pro rata* (disregarding fractions) in proportion to the total number of Common Shares tendered for redemption by the holders thereof and the Company shall issue to each such holder of Common Shares a new certificate, at the expense of the Company, representing the Common Shares not redeemed by the Company pursuant to this **Section 4(e)**.
- (f) Notwithstanding any other provision of this **Section 4** or the giving of any notice provided for herein, the redemption rights set forth in this **Section 4** shall be subject to the following provisions:
 - (i) The Board may, at any time, suspend the redemption rights set forth in this **Section 4** and/or postpone the date of payment upon redemption: (A) for the whole or any part of a period during which normal trading has been suspended on any stock exchange, options exchange, or futures exchange within or outside Canada on which securities are listed and traded, or on which specified derivatives are traded, if those securities or specified derivatives represent more than 50% by value, or underlying market exposure, of the assets of the Company referable to the Common Shares, without allowance for liabilities, and if those securities or specified derivatives are not traded on any other exchange that represents a reasonably practical alternative; or (B) with the approval of the relevant securities regulatory authorities or regulators or as otherwise required or permitted under Applicable Securities Laws;
 - (ii) In the event of any such suspension, a holder of Common Shares who has requested a redemption of some or all of its Common Shares may either withdraw the request or have such Common Shares redeemed on the basis of the Class Net Asset Value per Share next calculated after termination of the suspension;
 - (iii) Any such suspension shall terminate in any event on the first day on which the condition giving rise to the suspension has ceased to exist, provided that no other condition under which a

suspension is authorized then exists. To the extent that it is not inconsistent with the rules and regulations promulgated by any securities regulatory authority or regulator or government body having jurisdiction over the Company, any declaration of suspension made by the Board shall be conclusive;

- (iv) During any period of suspension there shall be no calculation of the Class Net Asset Value with respect to the Common Shares and the Company shall not be permitted to issue or redeem any Common Shares and the Board may postpone the payment of any redemption proceeds pursuant to this **Section 4**; and
- (v) The suspension may, at the discretion of the Board, apply to all requests for redemption pursuant to this **Section 4** received prior to the suspension and as to which payment has not been made, as well as to all requests received while the suspension is in effect.

SHARE PROVISIONS OF CLASS A SHARES

The Class A Shares shall have attached thereto, as a class, the following rights, privileges, restrictions, and conditions:

5. Dividends

The holders of the Class A Shares shall not be entitled to receive any dividends in respect of the Class A Shares.

6. Participation in Assets on Dissolution

In the event of the liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, subject to the priority rights of the holders of any Class of shares ranking senior to the Class A Shares with respect to the return of capital in the event of the liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, the holders of the Class A Shares shall be entitled to receive, *pari passu* with the holders of all other Classes of shares, excluding those Classes of shares ranking senior to the Class A Shares with respect to the return of capital in the event of the liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, all of the remaining property and assets of the Company.

7. Voting Rights

Except as required by applicable law and subject to the provisions herein, the holders of the Class A Shares shall not be entitled to receive notice of, to attend, or to vote at any meetings of the shareholders of the Company.

Subject to the provisions herein, if holders of Class A Shares are entitled to vote by the Act or by applicable law, such holders shall not be entitled to vote separately as a Class on any matter unless they are affected by the matter in a manner different from other Classes or unless otherwise required by the Act or by applicable law, and each such holder shall be entitled to one (1) vote in respect of each whole Class A Share held by such holder.

8. Retraction of Class A Shares by Holder

- (a) Each holder of Class A Shares shall be entitled, at any time and from time to time, to require the Company to redeem, on the last business day of a month (a “**Class A Share Redemption Date**”), any or all (including fractions thereof) of the Class A Shares registered in the name of such holder by tendering to the Company at its registered office the share certificate(s) representing the Class A Share(s) that such holder wishes to have the Company redeem (or, certifying and attesting to the Company that such certificate(s) have been lost, stolen, or destroyed and executing an agreement to indemnify the Company from any loss

incurred as a result of such lost certificate(s)), together with a request in writing (the “**Class A Share Retraction Request**”) specifying: (i) that such holder desires to have all or a specified number of the Class A Share(s) represented by such share certificate(s) redeemed by the Company; and (ii) the applicable Class A Share Redemption Date on which such holder desires to have the Company redeem such Class A Share(s), provided, however, that such Class A Share Redemption Date is no earlier than 30 calendar days following the date on which such holder tenders such share certificate(s) and Class A Share Retraction Request to the Company, unless the Company consents in writing to an earlier day. Any Class A Share Retraction Request shall be irrevocable unless the Company, in its sole discretion, agrees that the holder may revoke such request prior to the Class A Share Redemption Date.

- (b) Subject to receipt of the share certificate(s) representing the Class A Share(s) that a holder desires to have the Company redeem (or the certification, attestation, and indemnification in respect of such share certificate(s) described in **Section 8(a)**), together with the Class A Share Retraction Request, the Company shall, effective as of the Class A Share Redemption Date, redeem such Class A Share(s) by paying to such holder an amount per Class A Share equal to the greater of: (i) the Common Share Redemption Price of a Common Share pursuant to **Section 4(b)** as at the Class A Share Redemption Date; and (ii) the Class Net Asset Value per Share in respect of the Class A Shares as at the Class A Share Redemption Date, which amount (the “**Class A Share Redemption Price**”) shall be satisfied and paid in full by payment in cash by the Company to such holder within 30 calendar days of the Class A Share Redemption Date in accordance with the provisions herein.
- (c) From and after the Class A Share Redemption Date, the holder of the Class A Share(s) so redeemed shall thereafter cease to be a holder of such Class A Share(s) and shall not be entitled to exercise any of the rights of a holder in respect thereof and shall have no rights against the Company in respect thereof, other than the right to receive the aggregate Class A Share Redemption Price in respect of said shares.
- (d) If only a part of the Class A Shares represented by any certificate is being so redeemed, a new certificate for the balance of such Class A Shares shall be issued to and registered in the name of the registered holder thereof at the expense of the Company. The Company shall: (i) deliver (or cause to be delivered) to such holder, at the address of the holder recorded in the securities register of the Company or at the address specified in the holder’s Class A Share Retraction Request; or (ii) hold for pick-up by such holder at the registered office of the Company, such new certificate.
- (e) Notwithstanding any other provision of this **Section 8**, the Company shall not be obligated to redeem any Class A Shares specified by a holder in a Class A Share Retraction Request to the extent that such redemption of Class A Shares would be contrary to solvency requirements or other provisions of applicable law. If the Company believes that it would not be permitted by any such requirements or provisions to redeem the Class A Shares tendered for redemption on a Class A Share Redemption Date, the Company shall only be obligated to redeem Class A Shares specified by a holder in a Class A Share Retraction Request to the extent of the maximum number that may be so redeemed (rounded down to a whole number of shares) as would not be contrary to such requirements or provisions and shall notify the holder at least two business days prior to the Class A Share Redemption Date as to the number of Class A Shares that will not be redeemed by the Company. In any case in which the redemption by the Company of Class A Shares would be contrary to solvency requirements or other provisions of applicable law, the Company shall redeem the maximum number of Class A Shares that the Board determines the Company is, on the applicable Class A Share Redemption Date, permitted to redeem, which shall be selected as nearly as may be *pro rata* (disregarding fractions) in proportion to the total number of Class A Shares tendered for redemption by the holders thereof and the Company shall issue to each such holder of Class A Shares a new certificate, at the expense of the Company, representing the Class A Shares not redeemed by the Company pursuant to this **Section 8(e)**.

9. **Reorganization of Capital and Conversion of Class A Shares**

- (a) For purposes of this **Section 9**, “**Reorganization Date**” shall mean the first business day after the date that is four months from the date that a Class A Share is first issued by the Company, and on which date the Company intends to complete a reorganization of capital of the Company, including, but not limited to, amending the Articles to eliminate the Class A Shares and to amend certain rights, privileges, restrictions, and/or conditions attached to the Common Shares.
- (b) On the Reorganization Date, subject to the terms and conditions set forth in this **Section 9**, each whole Class A Share then outstanding shall automatically be converted by the Company, for no consideration and without any further action by the holders thereof, into fully paid and non-assessable Common Shares in accordance with this **Section 9** on the basis of one Common Share for each Class A Share so converted.
- (c) No fraction of a whole Class A Share shall be converted, and any fraction of a whole Class A Share held by a holder and outstanding on the Reorganization Date shall be automatically redeemed by the Company on the Reorganization Date, without any further action by the holder thereof, by paying to such holder an amount equal to such fraction of the Class Net Asset Value per Share in respect of the Class A Shares attributable to a whole Class A Share as at the Reorganization Date, which amount shall be satisfied and paid in full by payment in cash by the Company to such holder within 30 calendar days of the Reorganization Date in accordance with the provisions herein.
- (d) Any such conversion or redemption, as applicable, shall be deemed to have been made at 4:00 p.m. (Toronto time) on the Reorganization Date, so that the rights of each holder of Class A Shares so converted shall cease at such time and the person or persons entitled to receive the Common Shares upon such conversion will be treated for all purposes as having become the holder or holders of record of such Common Shares at such time. The Company shall do and take (or cause to be done and taken) all actions as may be required to effect the automatic conversions and automatic redemptions described in this **Section 9**. For greater certainty, all shares resulting from any conversion of issued and fully paid Class A Shares into Common Shares will be deemed to be fully paid and non-assessable.
- (e) As soon as reasonably practicable following the Reorganization Date, the Company shall send to each person who was, on the Reorganization Date, a holder of Class A Shares so converted, by ordinary mail or such other method of delivery (whether electronic or otherwise) as may be consented to by the recipient thereof, a notice in writing confirming the automatic conversion and, if applicable, automatic redemption of Class A Shares. Such notice shall specify the date of such automatic conversion and, if applicable, redemption, and the registered office of the Company at which each such person may present and surrender the certificate(s) representing the Class A Share(s) as described in **Section 9(f)**.
- (f) The holder of a share certificate representing Class A Shares so converted will be entitled, on presentation and surrender of such certificate at the registered office of the Company, to receive a share certificate representing the applicable number of Common Shares into which such shares have been converted in accordance herewith. Each whole Class A Share shall be automatically converted and each fraction of a whole Class A Share shall be automatically redeemed, each as set forth herein, whether or not certificate(s) representing such whole or fraction of a whole Class A Share are surrendered to the Company; provided, however, that notwithstanding the fact that each holder of a whole Class A Share shall be considered a holder of Common Shares upon conversion thereof, the Company shall not be obligated to issue certificates evidencing the Common Shares issuable upon such conversion until the earlier of: (i) the certificate(s) evidencing such Class A Share are delivered to the Company; or (ii) such holder certifies and attests to the Company that such certificate(s) have been lost, stolen, or destroyed and executes an agreement to indemnify the Company from any loss incurred as a result of such lost certificate(s). The issuance of a certificate for Common Shares upon the conversion of Class A Shares will be made without charge to the holder of Class A Shares of any fee or tax in respect of the issuance of such certificate for the Common Shares represented thereby; provided, however, that the Company shall not be required to pay any tax that may be imposed upon the person or persons to whom such Common Shares are issued, in respect of the

issuance of such Common Shares or the certificate therefore, or that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name or names other than that of the holder of the Class A Shares converted, and the Company shall not be required to issue or deliver such certificate unless the person or persons requesting the issuance thereof shall have paid to the Company the amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid or that the Company has not and will not have any liability in respect of such tax.

- (g) If and whenever at any time the outstanding Class A Shares or the outstanding Common Shares shall be subdivided, redivided, or changed into a greater or consolidated into a lesser number of shares or reclassified into different shares, the basis of conversion then in effect shall be appropriately adjusted and the Class A Shares shall thereafter be convertible into, upon occurrence of the automatic conversion herein described, *in lieu* of the number of Common Shares to which a Class A Share was theretofore entitled upon conversion, the aggregate number of Common Shares that a holder of a Class A Share would have been entitled to receive as a result of such subdivision, redivision, change, consolidation, or reclassification if, on the effective date thereof, the holder had been the registered holder of the number of Common Shares to which the holder was theretofore entitled upon conversion.
- (h) If and whenever at anytime there is a capital reorganization of the Company not covered by Section 9(g) or a consolidation or merger or amalgamation of the Company with or into any other company, including by way of sale whereby all or substantially all of the Company's undertaking and assets would become the property of any other company, the Class A Shares shall thereafter be convertible into, upon occurrence of the automatic conversion herein described, *in lieu* of the number of Common Shares to which a Class A Share was theretofore entitled upon conversion, the aggregate number of shares or other securities or property of the Company or of the company resulting from the consolidation, merger, or amalgamation or to which such sale may be made, as the case may be, that a holder of a Class A Share would have been entitled to receive as a result of such capital reorganization, consolidation, merger, amalgamation, or sale if, on the effective date thereof, the holder had been the registered holder of the number of Common Shares to which the holder was theretofore entitled upon conversion.
- (i) The Company will at all times keep available and approved for issuance out of its authorized but unissued Common Shares, solely for the purpose of effecting the conversion of Class A Shares in accordance herewith, such number of Common Shares as will from time to time be sufficient to effect the conversion of all outstanding Class A Shares into Common Shares and such number of Common Shares as may be required by the Company to meet its obligations pursuant to Section 9(j); and if at any time the number of authorized, available, and approved but unissued Common Shares or other securities or property will not be sufficient for such purposes, in addition to such other remedies as will be available to the holder of such Class A Shares, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized, available, and approved but unissued Common Shares to such number of shares as will be sufficient for such purposes, including, without limitation, engaging in commercially reasonable efforts to obtain the requisite shareholder approval of any necessary amendment to the Articles.
- (j) Notwithstanding any other provision of this Section 9, the Company shall not be obligated to redeem any fractions of whole Class A Shares pursuant to Section 9(c) to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable law. If the Company believes that it would not be permitted by any such requirements or provisions to redeem such fractions of whole Class A Shares, the Company shall only be obligated to redeem fractions of whole Class A Shares to the extent of the maximum fractions that may be so redeemed as would not be contrary to such requirements or provisions and shall notify each applicable holder at least two business days prior to the Reorganization Date as to the fractions of whole Class A Shares that will not be redeemed by the Company. In any case in which the redemption by the Company of fractions of whole Class A Shares would be contrary to solvency requirements or other provisions of applicable law, the Company shall redeem the maximum fractions of whole Class A Shares that the Board determines the Company is, on the Reorganization Date, permitted to redeem, which shall be selected as nearly as may be *pro rata* in proportion to the total number of fractions of whole Class A Shares being so redeemed, and the Company shall issue to each such holder of Class A

Shares a new certificate, at the expense of the Company, representing fractions of whole Common Shares equal to the fractions of whole Class A Shares not redeemed by the Company pursuant to this **Section 9(j)** on the basis of one Common Share for each Class A Share, or such other basis as may be required pursuant to **Section 9(g)** or **Section 9(h)**, *mutatis mutandis*.

SHARE PROVISIONS OF CLASS B SHARES

The Class B Shares shall have attached thereto, as a class, the following rights, privileges, restrictions, and conditions:

10. Dividends

The holders of the Class B Shares shall not be entitled to receive any dividends in respect of the Class B Shares.

11. Participation in Assets on Dissolution

In the event of the liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, subject to applicable law, each holder of Class B Shares shall be entitled to receive from the property and assets of the Company, in priority to and before any distribution of any part of the property or assets of the Company to the holders of the Common Shares, the holders of the Class A Shares, and the holders of any other Class of shares ranking junior to the Class B Shares with respect to the return of capital in the event of the liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, and subject to the priority rights of the holders of any Class of shares ranking senior to the Class B Shares with respect to the return of capital in the event of the liquidation, dissolution, or winding up of the Company or other distribution of the assets or property of the Company among shareholders for the purpose of winding up its affairs, whether voluntary or involuntary, with respect to each Class B Share held by such holder on the Liquidation Date an amount per Class B Share equal to the Class Net Asset Value per Share in respect of the Class B Shares as at the Liquidation Date. After payment to the holders of the Class B Shares of the amounts so payable to them as provided in this **Section 11**, holders of the Class B Shares shall not be entitled to share in any further distribution of the property or assets of the Company.

12. Voting Rights

Except as required by applicable law and subject to the provisions herein, the holders of the Class B Shares shall not be entitled to receive notice of, to attend, or to vote at any meetings of the shareholders of the Company.

Subject to the provisions herein, if holders of Class B Shares are entitled to vote by the Act or by applicable law, such holders shall not be entitled to vote separately as a Class on any matter unless they are affected by the matter in a manner different from other Classes or unless otherwise required by the Act or by applicable law, and each such holder shall be entitled to one (1) vote in respect of each whole Class B Share held by such holder.

13. Retraction of Class B Shares by Holder

- (a) Each holder of Class B Shares shall be entitled, at any time and from time to time, to require the Company to redeem, on the last business day of a month (a “**Class B Share Redemption Date**”), any or all (including fractions thereof) of the Class B Shares registered in the name of such holder by tendering to the Company at its registered office the share certificate(s) representing the Class B Share(s) that such holder wishes to have the Company redeem (or, certifying and attesting to the Company that such certificate(s) have been lost, stolen, or destroyed and executing an agreement to indemnify the Company from any loss incurred as a result of such lost certificate(s)), together with a request in writing (the “**Class B Share Retraction Request**”) specifying: (i) that such holder desires to have all or a specified number of the Class B Share(s) represented by such share certificate(s) redeemed by the Company; and (ii) the applicable Class

Class B Share Redemption Date on which such holder desires to have the Company redeem such Class B Share(s), provided, however, that such Class B Share Redemption Date is no earlier than 30 calendar days following the date on which such holder tenders such share certificate(s) and Class B Share Retraction Request to the Company, unless the Company consents in writing to an earlier day. Any Class B Share Retraction Request shall be irrevocable unless the Company, in its sole discretion, agrees that the holder may revoke such request prior to the Class B Share Redemption Date.

- (b) Subject to receipt of the share certificate(s) representing the Class B Share(s) that a holder desires to have the Company redeem (or the certification, attestation, and indemnification in respect of such share certificate(s) described in Section 13(a)), together with the Class B Share Retraction Request, the Company shall, effective as of the Class B Share Redemption Date, redeem such Class B Share(s) by paying to such holder an amount per Class B Share equal to the greater of: (i) the Common Share Redemption Price of a Common Share pursuant to Section 4(b) as at the Class B Share Redemption Date; and (ii) the Class Net Asset Value per Share in respect of the Class B Shares as at the Class B Share Redemption Date, which amount (the “**Class B Share Redemption Price**”) shall be satisfied and paid in full by payment in cash by the Company to such holder within 30 calendar days of the Class B Share Redemption Date in accordance with the provisions herein.
- (c) From and after the Class B Share Redemption Date, the holder of the Class B Share(s) so redeemed shall thereafter cease to be a holder of such Class B Share(s) and shall not be entitled to exercise any of the rights of a holder in respect thereof and shall have no rights against the Company in respect thereof, other than the right to receive the aggregate Class B Share Redemption Price in respect of said shares.
- (d) If only a part of the Class B Shares represented by any certificate is being so redeemed, a new certificate for the balance of such Class B Shares shall be issued to and registered in the name of the registered holder thereof at the expense of the Company. The Company shall: (i) deliver (or cause to be delivered) to such holder, at the address of the holder recorded in the securities register of the Company or at the address specified in the holder’s Class B Share Retraction Request; or (ii) hold for pick-up by such holder at the registered office of the Company, such new certificate.
- (e) Notwithstanding any other provision of this Section 13, the Company shall not be obligated to redeem any Class B Shares specified by a holder in a Class B Share Retraction Request to the extent that such redemption of Class B Shares would be contrary to solvency requirements or other provisions of applicable law. If the Company believes that it would not be permitted by any such requirements or provisions to redeem the Class B Shares tendered for redemption on a Class B Share Redemption Date, the Company shall only be obligated to redeem Class B Shares specified by a holder in a Class B Share Retraction Request to the extent of the maximum number that may be so redeemed (rounded down to a whole number of shares) as would not be contrary to such requirements or provisions and shall notify the holder at least two business days prior to the Class B Share Redemption Date as to the number of Class B Shares that will not be redeemed by the Company. In any case in which the redemption by the Company of Class B Shares would be contrary to solvency requirements or other provisions of applicable law, the Company shall redeem the maximum number of Class B Shares that the Board determines the Company is, on the applicable Class B Share Redemption Date, permitted to redeem, which shall be selected as nearly as may be *pro rata* (disregarding fractions) in proportion to the total number of Class B Shares tendered for redemption by the holders thereof and the Company shall issue to each such holder of Class B Shares a new certificate, at the expense of the Company, representing the Class B Shares not redeemed by the Company pursuant to this Section 13(e).

14. **Reorganization of Capital and Conversion of Class B Shares**

- (a) For purposes of this Section 14, “**Reorganization Date**” shall mean the first business day after the date that is four months from the date that a Class B Share is first issued by the Company, and on which date the Company intends to complete a reorganization of capital of the Company, including, but not limited to,

amending the Articles to eliminate the Class B Shares and to amend certain rights, privileges, restrictions, and/or conditions attached to the Common Shares.

- (b) On the Reorganization Date, subject to the terms and conditions set forth in this **Section 14**, each whole Class B Share then outstanding shall automatically be converted by the Company, for no consideration and without any further action by the holders thereof, into fully paid and non-assessable Common Shares in accordance with this **Section 14** on the basis of one Common Share for each Class B Share so converted.
- (c) No fraction of a whole Class B Share shall be converted, and any fraction of a whole Class B Share held by a holder and outstanding on the Reorganization Date shall be automatically redeemed by the Company on the Reorganization Date, without any further action by the holder thereof, by paying to such holder an amount equal to such fraction of the Class Net Asset Value per Share in respect of the Class B Shares attributable to a whole Class B Share as at the Reorganization Date, which amount shall be satisfied and paid in full by payment in cash by the Company to such holder within 30 calendar days of the Reorganization Date in accordance with the provisions herein.
- (d) Any such conversion or redemption, as applicable, shall be deemed to have been made at 4:00 p.m. (Toronto time) on the Reorganization Date, so that the rights of each holder of Class B Shares so converted shall cease at such time and the person or persons entitled to receive the Common Shares upon such conversion will be treated for all purposes as having become the holder or holders of record of such Common Shares at such time. The Company shall do and take (or cause to be done and taken) all actions as may be required to effect the automatic conversions and automatic redemptions described in this **Section 14**. For greater certainty, all shares resulting from any conversion of issued and fully paid Class B Shares into Common Shares will be deemed to be fully paid and non-assessable.
- (e) As soon as reasonably practicable following the Reorganization Date, the Company shall send to each person who was, on the Reorganization Date, a holder of Class B Shares so converted, by ordinary mail or such other method of delivery (whether electronic or otherwise) as may be consented to by the recipient thereof, a notice in writing confirming the automatic conversion and, if applicable, automatic redemption of Class B Shares. Such notice shall specify the date of such automatic conversion and, if applicable, redemption, and the registered office of the Company at which each such person may present and surrender the certificate(s) representing the Class B Share(s) as described in **Section 14(f)**.
- (f) The holder of a share certificate representing Class B Shares so converted will be entitled, on presentation and surrender of such certificate at the registered office of the Company, to receive a share certificate representing the applicable number of Common Shares into which such shares have been converted in accordance herewith. Each whole Class B Share shall be automatically converted and each fraction of a whole Class B Share shall be automatically redeemed, each as set forth herein, whether or not certificate(s) representing such whole or fraction of a whole Class B Share are surrendered to the Company; provided, however, that notwithstanding the fact that each holder of a whole Class B Share shall be considered a holder of Common Shares upon conversion thereof, the Company shall not be obligated to issue certificates evidencing the Common Shares issuable upon such conversion until the earlier of: (i) the certificate(s) evidencing such Class B Share are delivered to the Company; or (ii) such holder certifies and attests to the Company that such certificate(s) have been lost, stolen, or destroyed and executes an agreement to indemnify the Company from any loss incurred as a result of such lost certificate(s). The issuance of a certificate for Common Shares upon the conversion of Class B Shares will be made without charge to the holder of Class B Shares of any fee or tax in respect of the issuance of such certificate for the Common Shares represented thereby; provided, however, that the Company shall not be required to pay any tax that may be imposed upon the person or persons to whom such Common Shares are issued, in respect of the issuance of such Common Shares or the certificate therefore, or that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name or names other than that of the holder of the Class B Shares converted, and the Company shall not be required to issue or deliver such certificate unless the person or persons requesting the issuance thereof shall have paid to the Company the

amount of such tax or shall have established to the satisfaction of the Company that such tax has been paid or that the Company has not and will not have any liability in respect of such tax.

- (g) If and whenever at any time the outstanding Class B Shares or the outstanding Common Shares shall be subdivided, redivided, or changed into a greater or consolidated into a lesser number of shares or reclassified into different shares, the basis of conversion then in effect shall be appropriately adjusted and the Class B Shares shall thereafter be convertible into, upon occurrence of the automatic conversion herein described, *in lieu* of the number of Common Shares to which a Class B Share was theretofore entitled upon conversion, the aggregate number of Common Shares that a holder of a Class B Share would have been entitled to receive as a result of such subdivision, redivision, change, consolidation, or reclassification if, on the effective date thereof, the holder had been the registered holder of the number of Common Shares to which the holder was theretofore entitled upon conversion.
- (h) If and whenever at anytime there is a capital reorganization of the Company not covered by **Section 14(g)** or a consolidation or merger or amalgamation of the Company with or into any other company, including by way of sale whereby all or substantially all of the Company's undertaking and assets would become the property of any other company, the Class B Shares shall thereafter be convertible into, upon occurrence of the automatic conversion herein described, *in lieu* of the number of Common Shares to which a Class B Share was theretofore entitled upon conversion, the aggregate number of shares or other securities or property of the Company or of the company resulting from the consolidation, merger, or amalgamation or to which such sale may be made, as the case may be, that a holder of a Class B Share would have been entitled to receive as a result of such capital reorganization, consolidation, merger, amalgamation, or sale if, on the effective date thereof, the holder had been the registered holder of the number of Common Shares to which the holder was theretofore entitled upon conversion.
- (i) The Company will at all times keep available and approved for issuance out of its authorized but unissued Common Shares, solely for the purpose of effecting the conversion of Class B Shares in accordance herewith, such number of Common Shares as will from time to time be sufficient to effect the conversion of all outstanding Class B Shares into Common Shares and such number of Common Shares as may be required by the Company to meet its obligations pursuant to **Section 14(j)**; and if at any time the number of authorized, available, and approved but unissued Common Shares or other securities or property will not be sufficient for such purposes, in addition to such other remedies as will be available to the holder of such Class B Shares, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized, available, and approved but unissued Common Shares to such number of shares as will be sufficient for such purposes, including, without limitation, engaging in commercially reasonable efforts to obtain the requisite shareholder approval of any necessary amendment to the Articles.
- (j) Notwithstanding any other provision of this **Section 14**, the Company shall not be obligated to redeem any fractions of whole Class B Shares pursuant to **Section 14(c)** to the extent that such redemption would be contrary to solvency requirements or other provisions of applicable law. If the Company believes that it would not be permitted by any such requirements or provisions to redeem such fractions of whole Class B Shares, the Company shall only be obligated to redeem fractions of whole Class B Shares to the extent of the maximum fractions that may be so redeemed as would not be contrary to such requirements or provisions and shall notify each applicable holder at least two business days prior to the Reorganization Date as to the fractions of whole Class B Shares that will not be redeemed by the Company. In any case in which the redemption by the Company of fractions of whole Class B Shares would be contrary to solvency requirements or other provisions of applicable law, the Company shall redeem the maximum fractions of whole Class B Shares that the Board determines the Company is, on the Reorganization Date, permitted to redeem, which shall be selected as nearly as may be *pro rata* in proportion to the total number of fractions of whole Class B Shares being so redeemed, and the Company shall issue to each such holder of Class B Shares a new certificate, at the expense of the Company, representing fractions of whole Common Shares equal to the fractions of whole Class B Shares not redeemed by the Company pursuant to this **Section 14(j)** on the basis of one Common Share for each Class B Share, or such other basis as may be required pursuant to **Section 14(g)** or **Section 14(h)**, *mutatis mutandis*.

GENERAL PROVISIONS

15. Calculation of Class Net Asset Value and Class Net Asset Value per Share

The Class Net Asset Value and Class Net Asset Value per Share in respect of each Class shall be determined in accordance with such valuation rules and procedures as may from time to time be required by Applicable Securities Laws or may be approved by the Board. Any Class Net Asset Value or Class Net Asset Value per Share established at any time and from time to time by or under the authority of the Board in accordance with the Articles shall be conclusive and binding upon all shareholders of the applicable Class. Any Class Net Asset Value or Class Net Asset Value per Share shall be determined in Canadian currency and, in addition, may be determined in any other currency at the discretion of the Board.

The market value of any assets and liabilities of the Company shall be determined in accordance with the valuation rules and procedures as may from time to time be required by Applicable Securities Laws or may be approved by the Board.

16. Fractional Shares

The Company may issue fractions of shares of a Class. Fractional shares shall have all rights, privileges, restrictions, and conditions applicable to a whole share of the relevant Class, other than the right to vote, in the proportions that they bear to one whole share of such Class, including the right to receive dividends and other distributions, as applicable.

17. Amendment of Articles

The holders of shares of a Class shall not be entitled to vote separately as a Class under section 176 of the Act in respect of a proposal to amend the Articles to: (i) increase or decrease any maximum number of authorized shares of such Class, or increase any maximum number of authorized shares of a Class having rights or privileges equal or superior to the shares of such Class; (ii) effect an exchange, reclassification, or cancellation of all or part of the shares of such Class; or (iii) create a new class of shares of the Company equal or superior to such Class, and the holders of shares of such Class shall have no dissent rights in respect thereof under section 190 of the Act.

18. Notices

Any notice, request, or other communication to be given to the Company by a holder of shares of the Company shall be in writing and shall be valid and effective if given by mail (postage prepaid) or by delivery to the registered office of the Company and addressed to the attention of the President or by electronic delivery to the Company's most current e-mail address as listed in its Disclosure Documents. Any such notice, request, or other communication, if given by mail, electronic delivery, or delivery, shall only be deemed to have been given and received upon actual receipt thereof by the Company.

Any notice, request, or other communication to be given to a holder of shares of the Company by or on behalf of the Company shall be in writing and shall be valid and effective if given by mail (postage prepaid), by electronic delivery, or by delivery to the applicable address of the holder recorded in the securities register of the Company or, in the event of the address of any such holder not being so recorded, then at the last known address of such holder. Any such notice, request, or other communication, if given by mail, shall be deemed to have been given and received on the third business day following the date of mailing and, if given by delivery or electronic delivery, shall be deemed to have been given and received on the date of delivery. Accidental failure or omission to give any notice, request, or other communication to one or more holders of shares of the Company shall not invalidate or otherwise alter or affect any action or proceeding to be taken by the Company pursuant thereto.

19. Method of Cash Payment

The mailing or other transmission to any holder of shares of the Company at the address of the holder recorded in the securities register of the Company in respect of such shares of a cheque payable to the order of such holder or such other method of payment of immediately available funds as is deemed acceptable by the Company, acting reasonably, for the amount of any redemption proceeds, proceeds payable on conversion of shares, dividend, or other distribution payable in cash shall satisfy and fully discharge the Company's liability for the redemption proceeds, proceeds payable on conversion of shares, dividend, or other distribution, to the extent of the amount of the cheque or other method of payment, plus the amount of any tax that the Company has withheld and/or the amount of any other amount withheld by the Company in accordance with the provisions herein, unless the cheque is not paid on due presentation or such other method of payment does not result in receipt by the recipient thereof of immediately available funds. In the event of the non-receipt of any cheque or other method of payment with respect to redemption proceeds or proceeds payable on conversion of shares, dividend, or other distribution, the Company shall issue to such holder a replacement cheque or re-send such other method of payment for the same amount on such reasonable terms as to indemnity and evidence of non-receipt as the Company, in its discretion, may impose. No shareholder of the Company shall be entitled to recover by action or other legal process against the Company the amount of any redemption proceeds, proceeds payable on conversion of shares, dividend, or other distribution that is represented by a cheque or other method of payment that has not been duly presented to a banker of the Company for payment or that otherwise remains unclaimed for a period of six (6) years from the date on which it was payable.

20. Presentation and Surrender of Share Certificates

Any presentation and surrender by a holder of shares of the Company of certificate(s) representing such shares in connection with the liquidation, dissolution, or winding-up of the Company or the retraction, redemption, or conversion of such shares shall be made by ordinary mail (postage prepaid) or by delivery to the registered office of the Company. Any such presentation and surrender of certificate(s) shall only be deemed to have been made and to be effective upon actual receipt thereof by the Company. Any such presentation and surrender of certificates made by ordinary mail shall be at the sole risk of the holder mailing the same.

21. Other Redemption, Retraction, and Conversion Procedures

The Board may, in its discretion, from time to time prescribe such other terms, conditions, and/or procedures governing any of the redemption, retraction, or conversion rights set forth herein, provided such terms, conditions, and/or procedures are not inconsistent herewith or with Applicable Securities Laws. Notice of such terms, conditions, and/or procedures shall be given by stating same in the Disclosure Documents, by providing written notice to the holders of shares of the Class(es) affected by such terms, conditions, and/or procedures, or in such other manner as may be permitted or otherwise required under Applicable Securities Laws.

22. Mutual Fund Corporation

The Company shall: (i) not make or hold any investment or undertake any activity that would result in the Company failing to qualify as; and (ii) manage its investments and affairs to ensure that it will be, at all times, a "mutual fund corporation" for purposes of the *Income Tax Act* (Canada).

EXHIBIT B

SPECIAL RESOLUTION OF THE SHAREHOLDERS

OF

MAINSTREAM MINERALS CORPORATION (THE “COMPANY”)

AMENDMENT TO ARTICLES – CHANGE OF REGISTERED OFFICE

“BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the articles of incorporation of the Company be amended to change the province where the registered office of the Company is located from the Province of Manitoba to the Province of Ontario;
2. notwithstanding that this resolution has been duly passed by the shareholders of the Company, the directors of the Company be, and they are hereby, authorized and directed to revoke this resolution at any time prior to the issue of a certificate of amendment giving effect to the articles of amendment and to determine not to proceed with the amendment of the articles of the Company without further approval of the shareholders of the Company; and
3. any director or officer of the Company be and he or she is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts or things as he or she may determine to be necessary or advisable to give effect to this resolution, including, without limitation, the execution and delivery of articles of amendment in the prescribed form to the Director appointed under the *Canada Business Corporations Act*, the execution of any such document or the doing of any such other act or thing being conclusive evidence of such determination.”