No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This prospectus constitutes a public offering of these securities only in those jurisdictions where they may be lawfully offered for sale and only by persons permitted to sell these securities.

PROSPECTUS

INITIAL PUBLIC OFFERING

January 30, 2024

MIDDLEFIELD RESOURCE FUNDS

MRF 2024 RESOURCE LIMITED PARTNERSHIP

Class A Units
Class F Units

$50,000,000 (maximum)
(maximum – 2,000,000 Class A Units and/or Class F Units)

$5,000,000 (minimum)
(minimum – 200,000 Class A Units and/or Class F Units)

This Partnership is a non-redeemable investment fund.

Investment Objectives: The investment objectives of MRF 2024 Resource Limited Partnership (the "**Partnership**"), a limited partnership established under the laws of the Province of Alberta, are to achieve capital appreciation and significant tax benefits to enhance after-tax returns to Limited Partners (as defined below) by investing in an actively managed, diversified portfolio comprised primarily of equity securities of Canadian companies involved in the resource sector. The Manager (as defined below), on behalf of the Partnership, and with advice from the Portfolio Advisor (as defined below), will select investments that primarily include flow-through shares and flow-through warrants to acquire shares of Resource Companies (as defined below) (collectively, "**Flow-Through Shares**") in accordance with the investment strategies and criteria outlined in this prospectus. See "Investment Objectives".

The Partnership: The Partnership proposes to issue transferable class A limited partnership units (the "**Class A Units**") and transferable class F limited partnership units (the "**Class F Units**" and, together with the Class A Units, the "**Units**") at a price of $25.00 per Unit. The Class F Units are designed for fee-based accounts. A subscriber whose subscription has been accepted by the General Partner (as defined below) will become a limited partner of the Partnership ("**Limited Partner**") upon the amendment of the certificate of limited partnership filed under the *Partnership Act* (Alberta). See "Attributes of the Securities".

The General Partner: Middlefield Resource Corporation (the "**General Partner**") is the general partner of the Partnership and has co-ordinated the organization and registration of the Partnership. The General Partner is a member of Middlefield Group. The General Partner is responsible for appointing the Manager and monitoring the activities of the Partnership. See "Organization and Management Details of the Partnership – Officers and Directors of the Partnership".

The Manager: The Partnership has retained Middlefield Limited (the "**Manager**") to (i) develop and implement all aspects of the Partnership's communications, marketing and distribution strategies and (ii) manage the ongoing business, investment and administrative affairs of the Partnership, including implementing the Portfolio Advisor's

investment decisions on behalf of the Partnership. See "Organization and Management Details of the Partnership – Manager of the Partnership".

The Portfolio Advisor: The Partnership has retained Middlefield Capital Corporation (the "**Portfolio Advisor**") to provide portfolio management services and investment management advice to the Partnership, including advice in respect of securities selection for the Partnership's investment portfolio. See "Organization and Management Details of the Partnership – Portfolio Advisor".

PRICE: $25.00 PER UNIT — MINIMUM SUBSCRIPTION: $2,500 (One Hundred Units)

	Number of Units	Price to Public [1]	Agents' Fees [2]	Proceeds to the Partnership [3]
Per Class A Unit	1	$25.00	$1.4375	$23.5625
Maximum Issue[4]	2,000,000	$50,000,000	$2,875,000	$47,125,000
Minimum Issue[4][6]	200,000	$5,000,000	$287,500	$4,712,500
Per Class F Unit	1	$25.00	$0.5625	$24.4375
Maximum Issue[5]	2,000,000	$50,000,000	$1,125,000	$48,875,000
Minimum Issue[5][6]	200,000	$5,000,000	$112,500	$4,887,500

(1) The price of the Units has been determined by agreement between the Partnership and the Agents (as defined below).

(2) The Agents' fees, which will be 5.75% of the subscription price for each Class A Unit sold and 2.25% of the subscription price for each Class F Unit sold, will be paid by the Partnership from funds made available under the Loan Facility or Prime Brokerage Facility referred to under "Fees and Expenses – Loan Facility or Prime Brokerage Facility", are not deductible in computing income of the Partnership pursuant to the *Income Tax Act* (Canada) (the "**Tax Act**") for the fiscal period ending December 31, 2024 except to the extent that any amount borrowed for such purpose is repaid and within the limits prescribed in the Tax Act.

(3) The expenses of issue, excluding the Agents' fees, which are payable by the Partnership are estimated at $500,000 in the case of the maximum offering and $100,000 in the case of the minimum offering. Any expenses of this offering, excluding the Agents' fees, in excess of (i) 2.5% of Gross Proceeds for Gross Proceeds up to $15,000,000, (ii) 2.0% of Gross Proceeds for Gross Proceeds between $15,000,001-$30,000,000, and (iii) 1.5% of Gross Proceeds for Gross Proceeds in excess of $30,000,000, will be borne by the General Partner or the Manager. These amounts payable by the Partnership, which will be paid from funds made available under the Loan Facility or Prime Brokerage Facility, are not deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending December 31, 2024 except to the extent that any amount borrowed for such purpose is repaid and within the limits prescribed in the Tax Act.

(4) The Agents' Fees and Proceeds to the Partnership calculations assume all Units sold are Class A Units.

(5) The Agents' Fees and Proceeds to the Partnership calculations assume all Units sold are Class F Units.

(6) There will be no closing unless a minimum of 200,000 Class A Units and/or Class F Units are sold.

Mutual Fund Rollover Transaction and Termination of the Partnership: In order to provide Limited Partners with enhanced liquidity through the ability to redeem mutual fund shares at net asset value and to provide the potential for long term growth of capital, it is the current intention of the Manager that the Partnership enter into an agreement with Middlefield Mutual Funds Limited, a mutual fund corporation, or another mutual fund corporation that is managed by Middlefield Limited (in either case, the "**Mutual Fund**"), whereby assets of the Partnership would be exchanged on a tax-deferred basis for redeemable shares of one of the classes of the Mutual Fund as selected by the Portfolio Advisor, on or about February 28, 2026**.** The Manager may in its sole discretion elect to accelerate the liquidity event of the Partnership, if the Manager determines that the Partnership has successfully accomplished its objectives and it determines that doing so would be in the best interests of the Limited Partners. Holders of Class A Units and Class F Units will respectively receive Series A shares or Series F shares of the applicable class of the

Mutual Fund. In the foregoing circumstances, the Partnership will be dissolved immediately following the Mutual Fund Rollover Transaction (as defined below) and the Limited Partners would then receive the shares of that class of the Mutual Fund *pro rata* based on the number of Units held. The cost to a Limited Partner of shares of the Mutual Fund acquired on the Mutual Fund Rollover Transaction may be nominal. Completion of the Mutual Fund Rollover Transaction is not subject to the approval of the Limited Partners, but may be subject to the receipt of regulatory approvals and the approval of the securityholders of the Mutual Fund if required by applicable law. Limited Partners will be sent a written notice confirming the expected effective date of the Mutual Fund Rollover Transaction at least 60 days prior to the completion thereof. **There can be no assurance that any such arrangement will receive the necessary approvals.** If such an arrangement is not established, the Partnership will be dissolved and the net assets of the Partnership will be distributed to the General Partner and the Limited Partners on or about March 31, 2026. See "Termination of the Partnership".

THIS IS A BLIND POOL OFFERING AND IS SPECULATIVE. There is no market through which these securities may be sold and purchasers may not be able to resell the securities purchased under this prospectus, which in turn may affect the pricing of the securities in the secondary market, the transparency and availability of trading prices, the liquidity of the securities and the extent of issuer regulation. See "Risk Factors". The Flow-Through Shares may be issued to the Partnership at prices greater than the market prices of such securities and will be subject to resale restrictions. There is no assurance that an adequate market will exist for securities (including shares of the Mutual Fund) acquired by the Partnership or the Limited Partners on dissolution of the Partnership due to fluctuations in trading volumes and prices and because a portion of the Partnership's investment portfolio may consist of equity investments in private enterprises. The Manager may not be able to identify a sufficient number of investments to permit the Partnership to commit all of the proceeds of this offering to purchase Flow-Through Shares by December 31, 2024. Therefore, the possibility exists that capital may be returned to Limited Partners and Limited Partners may be unable to claim anticipated deductions from income for income tax purposes. See "Risk Factors" and "Income Tax Considerations – Taxation of Securityholders – Disposition of Units in the Partnership". An investment in Units involves a high degree of risk and should be considered only by those persons who can afford a loss of their entire investment. The Units are most suitable for an investor whose income is subject to the highest marginal income tax rate (see "Income Tax Considerations"). There are certain risks inherent in resource exploration. Limited Partners could lose their limited liability in certain circumstances. Each of the General Partner and the Manager has limited assets. Investors who are not willing to rely on the investment decisions of the Portfolio Advisor, which will be implemented by the Manager, should not purchase Units. Investors should consult their own professional advisors to assess the income tax, legal and other aspects of the investment. See "Risk Factors".

The General Partner has a 0.01% interest in the Partnership. Pursuant to the terms and conditions of the Management Agreement and Advisor Agreement referred to under "Fees and Expenses", each of the Manager and the Portfolio Advisor will be entitled to receive a fee per annum, such fees to aggregate 2% of the Net Asset Value (as defined under "Calculation of Net Asset Value"), calculated and payable monthly in arrears. In addition, the Portfolio Advisor will be entitled to receive a performance bonus payable on the earlier of: (a) the business day prior to the date on which the Partnership's assets are exchanged on a tax-deferred basis for redeemable shares of one of the classes of the Mutual Fund and (b) the business day immediately prior to the date of dissolution or termination of the Partnership (such earlier day being the "**Performance Bonus Date**"), equal to 20% of the product of: (i) the number of Units of the applicable class outstanding on the Performance Bonus Date, and (ii) the amount by which the Net Asset Value per Unit of the applicable class on the Performance Bonus Date and any distributions per Unit of the applicable class paid during the period commencing on the date of the Initial Closing (as defined below) and ending on the Performance Bonus Date exceeds, in the case of the Class A Units, $26.50, and in the case of the Class F Units, $27.48. See "Fees and Expenses". The General Partner and the Manager are affiliates of Middlefield Capital Corporation, which is the Portfolio Advisor. Some directors and officers of the General Partner and the Manager also are directors and/or officers of their affiliates. See "Organization and Management Details of the Partnership – Conflicts of Interest".

The federal tax shelter identification number in respect of the Partnership is TS097428 and the Québec tax shelter identification number in respect of the Partnership is QAF-24-02157. The identification number issued for this tax shelter must be included in any income tax return filed by the 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.

CIBC World Markets Inc., RBC Dominion Securities Inc., BMO Nesbitt Burns Inc., National Bank Financial Inc., Scotia Capital Inc., TD Securities Inc., Richardson Wealth Limited, Manulife Wealth Inc., iA Private Wealth Inc., Canaccord Genuity Corp., Echelon Wealth Partners Inc., Raymond James Ltd. and Wellington-Altus Private Wealth Inc. (collectively, the "**Agents**"), as agents, conditionally offer these Units for sale on a best efforts basis, subject to prior sale, if, as and when issued and delivered by the General Partner on behalf of the Partnership in accordance with the conditions contained in the Agency Agreement referred to under "Plan of Distribution" and subject to the approval of certain legal matters on behalf of the Partnership, the General Partner and the Manager by Fasken Martineau DuMoulin LLP and on behalf of the Agents by McCarthy Tétrault LLP. **The distribution will not continue for a period of more than 90 days from the date of the issuance of a receipt for the final prospectus, unless an amendment to the final prospectus is filed, in which case the distribution will not continue for more than 90 days from the date of the issuance of a receipt for the amended final prospectus (the "Offering Period").**

A Canadian bank affiliate of one of the Agents may be requested to provide the Partnership with a loan facility or prime brokerage facility to finance expenses incurred by the Partnership. Accordingly, if such an affiliate provides such financing, the Partnership may be considered to be a "connected issuer" of the applicable Agent. See "Relationship Between Partnership and Agents" and "Plan of Distribution".

Subscriptions for Units will be received subject to acceptance or rejection in whole or in part and the right is reserved to close the subscription books at any time without notice. It is expected that the initial closing (the "**Initial Closing**") will take place on or about February 22, 2024 but, in any event, not later than the end of the Offering Period. The Initial Closing is conditional upon receipt of subscriptions for the minimum number of Units. The Agents will hold funds received from subscribers and if the Initial Closing has not occurred at or prior to the end of the Offering Period, the offering by the Partnership will be withdrawn and the subscription price will be refunded to the subscribers without interest or deduction. If fewer than the maximum number of Units are subscribed for at the Initial Closing, subsequent closings may be held during the Offering Period. Registrations of interests in and transfers of Units will be made only through non-certificated interests issued under the non-certificated inventory system (the "**Non-Certificated Inventory System**") administered by CDS Clearing and Depository Services Inc. ("**CDS**"). Non-certificated interests representing the aggregate Units subscribed for under the offering will be recorded in the name of CDS, or its nominee, on the register of the Partnership maintained by TSX Trust Company on the date of each closing. An investor who purchases Units will receive a customer confirmation from the registered dealer from or through which the Units are purchased.

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SCHEDULE OF EVENTS

Capitalized terms used but not defined herein will have the meanings ascribed thereto in the Prospectus Summary.

Approximate Date	**Event**
February 22, 2024	Initial Closing – Investors purchase Units at $25.00 per Unit.
Subsequent dates in 2024[1]	Further closings, if appropriate – Investors purchase Units at $25.00 per Unit.
March 2025	Limited Partners receive 2024 T5013 federal tax receipt and the provincial equivalent thereof in Québec.
March 2026	Limited Partners receive 2025 T5013 federal tax receipt and the provincial equivalent thereof in Québec.
On or about February 28, 2026	Anticipated implementation of the Mutual Fund Rollover Transaction.
On or about March 31, 2026	If the Mutual Fund Rollover Transaction has not been undertaken, the Partnership will be dissolved and the Limited Partners will receive their *pro rata* share of the net assets of the Partnership.

FORWARD-LOOKING STATEMENTS AND OTHER INFORMATION

This prospectus contains forward-looking statements that involve risk and uncertainties. These forward-looking statements relate to, among other things, strategy, indicators and expectations for the resource sector and Resource Companies and other expectations, intentions and plans contained in this prospectus that are not historical fact. When used in this prospectus, the words “expects”, “anticipates”, “intends”, “plans”, “may”, “believes”, “seeks”, “estimates”, “appears”, “will” and similar expressions (including negative and grammatical variations) generally identify forward-looking statements. These statements reflect the current expectations of the General Partner, the Manager and the Portfolio Advisor, as applicable. These forward-looking statements are subject to a number of risks and uncertainties that could cause actual results or events to differ materially from current expectations. These risks and uncertainties include, but are not limited to, changes in the global economy, general economic and business conditions, existing governmental regulations, supply, demand and other market factors specific to the resource sector and to the securities of Resource Companies, including those set out under “Risk Factors”. In light of the many risks and uncertainties surrounding the resource sector, the forward-looking statements contained in this prospectus may not be realized. See “Risk Factors”. None of the Partnership, the Manager or the General Partner undertakes any obligation to publicly update or revise these forward-looking statements, whether as a result of new information, future events or otherwise, unless required by applicable laws.

This prospectus contains statistical data, market research and industry forecasts that were obtained, unless otherwise indicated, from independent industry and government publications and reports or based on estimates derived from such publications and reports and the Portfolio Advisor’s knowledge of, and experience in, the sectors in which the Partnership plans to invest. While the Partnership believes this data and information to be reliable, market and industry data and information is subject to variation and cannot be and therefore has not been verified due to limits on the

[1] Within 90 days of issuance of a receipt for the final prospectus or an amended final prospectus, as the case may be.

availability and reliability of raw data, the voluntary nature of the data gathering process and other limitations and uncertainties inherent in any statistical survey. Also, information herein relating to the performance of resource industries is historical and is not intended to be, nor should it be construed as, an indication of future performance of the Partnership or of the issuers of securities in which the Partnership may from time to time invest. None of the Agents, the General Partner, the Manager nor the Portfolio Advisor has participated in the preparation of such information contained herein. The contents of any website referenced in this prospectus are for informational purposes only and are not incorporated by reference herein.

PROSPECTUS SUMMARY

The following is a summary of the principal features of this distribution and should be read together with the more detailed information and financial data and statements appearing elsewhere in this prospectus. All references in this prospectus to "dollars" or "$" are to Canadian dollars unless otherwise indicated.

Issuer:	MRF 2024 Resource Limited Partnership (the "**Partnership").** The Partnership is offering transferable class A limited partnership units (the "**Class A Units**") and transferable class F limited partnership units (the "**Class F Units**" and, together with the Class A Units, the "**Units**") pursuant to this prospectus. The Class F Units are designed for fee-based accounts.
Maximum Issue:	$50,000,000 (2,000,000 Class A Units and/or Class F Units).
Minimum Issue:	$5,000,000 (200,000 Class A Units and/or Class F Units).
Price:	$25.00 per Unit.
Minimum Subscription:	100 Units.
General Partner:	Middlefield Resource Corporation (the "**General Partner**").
Manager:	Middlefield Limited (the "**Manager**").
Portfolio Advisor:	Middlefield Capital Corporation (the "**Portfolio Advisor**") has been retained as advisor to the Partnership to provide portfolio management services. The Portfolio Advisor is a member of Middlefield Group. The Portfolio Advisor will provide investment management advice to the Partnership, including advice in respect of securities selection for the Partnership's investment portfolio in a manner consistent with the investment objectives, strategies and criteria of the Partnership, and will be paid a fee for its services. See "Organization and Management Details of the Partnership – Portfolio Advisor".
Limited Partners:	A subscriber whose subscription is accepted by the General Partner will become a limited partner of the Partnership ("**Limited Partner**") upon the amendment of the certificate of limited partners filed under the *Partnership Act* (Alberta).
Investment Objectives:	The Partnership's investment objectives are to achieve capital appreciation and significant tax benefits to enhance after-tax returns to Limited Partners by investing in an actively managed, diversified portfolio comprised primarily of equity securities of Canadian companies involved in the resource sector. The Manager, on behalf of the Partnership and with advice from the Portfolio Advisor, will select investments, including primarily flow-through shares and flow-through warrants to acquire shares of Resource Companies (as defined below) (collectively, "**Flow-Through Shares**"), in accordance with the investment strategies and criteria outlined in this prospectus. See "Investment Objectives".
Investment Strategies:	The Partnership will endeavour to initially invest, with advice from the Portfolio Advisor, all proceeds available for investment from the sale of Class A Units and Class F Units in a

single investment portfolio comprised of Flow-Through Shares of Canadian companies operating primarily in the resource sector (collectively, the "**Resource Companies**") that the Portfolio Advisor believes: (i) have experienced and capable senior management; (ii) have a strong exploration program in place; (iii) represent good value relative to their peer group and have quality underlying assets; and (iv) offer the potential for future growth on a per share basis. In order to enhance the after-tax returns to Limited Partners, the Partnership will endeavour to invest the Gross Proceeds (as defined below), after deducting administrative costs, interest costs and management and advisory fees payable prior to December 31, 2024 ("**Available Funds**"), in Flow-Through Shares such that Limited Partners will be entitled to claim certain deductions from income, and may be entitled to certain investment tax credits deductible from tax payable, for income tax purposes, which will apply predominantly to the 2024 tax year.

Subject to compliance with the terms of the Loan Facility or Prime Brokerage Facility, as applicable, (as defined below), any Available Funds not committed by the Partnership to purchase Flow-Through Shares on or before December 31, 2024 that are in excess of outstanding bank indebtedness at that date will be returned to the Limited Partners of record on December 31, 2024 by January 31, 2025 together with any interest earned thereon from the date that the applicable funds were paid to the Partnership by the Limited Partners. See "Risk Factors" and "Income Tax Considerations – Taxation of Securityholders – Disposition of Units in the Partnership". In the event that a Resource Company is unable to incur sufficient expenditures to enable it to issue the maximum number of Flow-Through Shares issuable to the Partnership pursuant to a Resource Agreement (as defined below), the Partnership may invest all or any portion of the unexpended Available Funds that have been committed to that Resource Company to purchase common shares issued by it on a non-flow through basis or make an investment in any other Resource Company if, in the opinion of the Manager and based on the advice of the Portfolio Advisor: (i) it is in the best interests of the Partnership to do so; and (ii) making such an investment would be consistent with the investment objectives, investment strategies and investment criteria of the Partnership. The securities acquired by the Partnership may or may not constitute Flow-Through Shares.

The Manager will implement the Portfolio Advisor's investment decisions on behalf of the Partnership, which may involve the sale of Flow-Through Shares and other securities and the reinvestment of the net proceeds from such dispositions in equity or equity-linked securities of Resource Companies ("**Other Equity Securities**"). See "Investment Strategies".

Investment Restrictions:

The Manager anticipates that the Partnership will invest the Available Funds and any net proceeds realized by the Partnership from the sale of Flow-Through Shares or Other Equity Securities in an actively managed, diversified portfolio comprised primarily of equity securities of Canadian companies involved in the resource sector. In making such investments, the Manager will comply with the investment restrictions set out in National Instrument 81-102 – *Investment Funds* that are applicable to non-redeemable investment funds from time to time. In entering into any agreement with a Resource Company pursuant to which the Partnership will subscribe for Flow-Through Shares (including Flow-Through Shares offered as part of a unit) ("**Resource Agreements**") or in entering into any agreement whereby the Partnership will otherwise invest in or purchase Other Equity Securities, including a trade made through the facilities of a stock exchange or other market, the Manager and the Portfolio Advisor will, as a general rule at the time of investment, use their best efforts to observe the following criteria:

a) at least 80% of the Net Asset Value (as defined under "Calculation of Net Asset Value") less the Partnership's investments in cash and cash equivalents will be invested in Resource Companies whose common shares are listed and posted for trading on a stock exchange and at least 25% of the Net Asset Value less the

Partnership's investments in cash and cash equivalents will be invested in Resource Companies that are listed on the Toronto Stock Exchange, the New York Stock Exchange, or such other nationally recognized stock exchange acceptable to the Manager, or any successor exchange thereto;

b) the Manager and the Portfolio Advisor will exercise their judgment regarding the experience of management, past production and exploration results, the financial condition of and the relative value and liquidity of the shares of each Resource Company in which the Partnership invests. Experience of management will be considered on a general overall basis, including the number of officers or directors who have experience or expertise in the resource area;

c) the Manager must be satisfied that the pricing of Flow-Through Shares or Other Equity Securities, as applicable, is acceptable, based on the advice of the Portfolio Advisor;

d) the Partnership will not invest more than 20% of its Net Asset Value in any one Resource Company at the time of investment;

e) the Partnership will not purchase securities from, or sell securities to, Middlefield Group Limited and its subsidiaries and affiliates (collectively, "**Middlefield**") unless permitted under applicable securities laws;

f) the Partnership will not invest in securities issued by any Resource Company if the Resource Company is related to Middlefield;

g) the Partnership will not purchase securities other than through normal market facilities unless the purchase price of those securities, in the opinion of the Portfolio Advisor, approximates the prevailing market price and premiums paid in respect of Flow-Through Shares or is negotiated or established with Resource Companies that are not related to Middlefield;

h) the Partnership will not invest in securities issued by any Resource Company if, after giving effect to such investment, the Partnership would own more than 10% of the Resource Company's outstanding voting securities or the investment would otherwise result in the Partnership exercising control over such Resource Company;

i) the Partnership may short sell and maintain short positions in securities for the sole purpose of hedging securities held in the Partnership's investment portfolio that are subject to resale restrictions;

j) the Partnership may invest in or use derivative instruments solely for the purpose of hedging securities held in the Partnership's investment portfolio; and

k) subject to certain conditions set out herein, the Partnership may invest in equity securities of corporations or partnerships, which may not be Resource Companies, that from time to time may issue securities whose purchase has been determined by the Manager and the Portfolio Advisor to produce substantially similar income tax consequences to the Partnership and the Limited Partners as the purchase of Flow-Through Shares ("**Alternative Flow-Through Companies**"). Investments in Alternative Flow-Through Companies will be limited to 10% of the Net Asset Value. See "Investment Restrictions".

Companies comprising the Middlefield group of companies, their directors and senior officers and other partnerships and investment funds managed by Middlefield may own

shares in certain Resource Companies. In addition, certain directors and officers of Middlefield may be or may become directors of certain Resource Companies in which the Partnership invests. See "Organization and Management Details of the Partnership – Conflicts of Interest" and "Investment Restrictions".

Loan Facility: Prior to the closing of the offering, the Partnership will enter into a loan facility (the "**Loan Facility**") or a prime brokerage facility (the "**Prime Brokerage Facility**") with a Canadian Schedule I chartered bank (the "**Lender**"). The Loan Facility or Prime Brokerage Facility, as applicable, will permit the Partnership to use leverage up to an aggregate amount not exceeding 10% of the Gross Proceeds from borrowing, short selling and/or specified derivatives, which will be used to finance expenses incurred by the Partnership, in order to maximize the allocation of Gross Proceeds towards the purchase of Flow-Through Shares. The maximum amount of leverage that the Partnership could be exposed to pursuant to the Loan Facility or Prime Brokerage Facility, as applicable, is 1.15 to 1 (maximum total assets (as calculated by aggregating the maximum value of long positions, short positions and the maximum amount that may be borrowed) divided by Net Asset Value). The interest rates, fees and expenses under the Loan Facility or Prime Brokerage Facility will be typical of credit facilities of this nature and the Partnership expects that the Lender will require the Partnership to provide a security interest in the assets held by the Partnership in favour of the Lender to secure such borrowing. Prior to dissolution of the Partnership, all amounts outstanding under the Loan Facility or Prime Brokerage Facility, as applicable, including all interest accrued thereon, will be repaid in full. See "Fees and Expenses – Loan Facility and Prime Brokerage Facility".

Use of Proceeds: This offering is a blind pool. The Partnership will endeavour to use the gross proceeds from the sale of the Units pursuant to this prospectus (the "**Gross Proceeds**") approximately as follows:

	Maximum Offering	Minimum Offering
Net Proceeds		
Gross Proceeds	$50,000,000	$5,000,000
Agents' Fees[(1)]	$(2,875,000)	$(287,500)
Offering Expenses[(1)]	$(500,000)	$(100,000)
Net Proceeds to the Partnership	$46,625,000	$4,612,500
Available Funds		
Net Proceeds to the Partnership	$46,625,000	$4,612,500
Proceeds from the Loan Facility or Prime Brokerage Facility[(1)]	$3,375,000	$387,500
2024 Partnership fees and expenses[(2)]	($1,104,349)	($222,574)
Available Funds	$48,895,651	$4,777,426

(1) The Agents' fees are 5.75% of the subscription price of each Class A Unit sold and 2.25% of the subscription price of each Class F Unit sold. The Agents' Fees calculation assumes all Units sold are Class A Units. The expenses of issue, excluding the Agents' fees, which are payable by the Partnership are estimated at $500,000 in the case of the maximum offering and $100,000 in the case of the minimum offering. The Partnership will pay for any offering expenses in an amount up to (i) 2.5% of Gross Proceeds for Gross Proceeds up to $15,000,000, (ii) 2.0% of Gross Proceeds for Gross Proceeds between $15,000,001-$30,000,000, and (iii) 1.5% of Gross Proceeds for Gross Proceeds in excess of $30,000,000. Any amount in excess of such cap, excluding the Agents' fees, will be borne by the General Partner or the Manager. These amounts payable by the Partnership, which will be paid from funds made available under the Loan Facility or Prime Brokerage Facility, are not deductible in computing income of the Partnership pursuant to the *Income Tax Act* (Canada) (the "**Tax Act**") for the fiscal period ending December 31, 2024, except to the extent that any amount borrowed for such purpose is repaid and within the limits prescribed in the Tax Act. See "Fees and Expenses – Agents' Fees", "Fees and Expenses – Expenses of the Issue

and Operating Expenses" and "Fees and Expenses – Loan Facility or Prime Brokerage Facility".

(2) The Partnership's ongoing fees and expenses for the 2024 calendar year have been estimated by the Partnership and include the management and advisor fees payable assuming all Units sold are Class A Units, interest costs and administrative costs that are payable and expected to be fully deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending December 31, 2024. The Partnership will fund ongoing fees and expenses from either amounts reserved from the Gross Proceeds or the proceeds of the sale of Flow-Through Shares held by the Partnership.

The Partnership will use the funds available to the Partnership to: (i) subscribe for Flow-Through Shares and Other Equity Securities; and (ii) fund ongoing management and advisor fees, interest costs and administrative costs that are payable and expected to be fully deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending December 31, 2024. See "Use of Proceeds".

Risk Factors: This offering is speculative. An investment in the Units entails various risk factors including:

a) there is no market through which the Units may be sold and purchasers may not be able to resell their Units purchased under this prospectus. No market for the Units is expected to develop;

b) those risks inherent in exploration for minerals and other natural resources, including exploration by the use of seismic technologies, and the speculative nature of the business activities of the Resource Companies;

c) potential loss of limited liability for Limited Partners;

d) concentration of Flow-Through Shares held by the Partnership in its investment portfolio;

e) the Flow-Through Shares may be issued to the Partnership at prices greater than the market prices of such shares and will be subject to resale restrictions;

f) possible legislative or administrative changes with respect to the tax treatment of limited partnerships and the expenses incurred under the Resource Agreements;

g) the possibility that Resource Companies will not renounce expenditures in respect of resource exploration which qualify as Canadian exploration expense ("**CEE**"), including Canadian renewable and conservation expense ("**CRCE**") that is deemed by the Tax Act to be CEE, which may be renounced to the Partnership ("**Eligible Expenditures**") equal to the Available Funds and that amounts renounced under Resource Agreements will not be Eligible Expenditures;

h) Limited Partners must rely on the ability of the Manager to implement the Portfolio Advisor's investment decisions and there is no certainty that the employees of the Portfolio Advisor who will be primarily responsible for the management of the Partnership's investment portfolio will continue to be employees of the Portfolio Advisor throughout the term of the Partnership or that the Portfolio Advisor will continue to be engaged as the Portfolio Advisor;

i) the Partnership will perform due diligence on Resource Companies, but will not seek to independently verify publicly available information pertaining to a

Resource Company or the contents of any engineering reports in respect of Resource Companies;

j) COVID-19 as well as other epidemics and pandemics that may arise in the future could negatively affect Resource Companies, which could adversely affect the value of the portfolio of Flow-Through Shares, Other Equity Securities or equity securities of Alternative Flow-Through Companies to be owned by the Partnership and in turn, the Net Asset Value of the Units;

k) each of the General Partner and the Manager has limited assets; however, the General Partner and the Manager do have sufficient assets to fund any expenses of the offering in excess of the portion of such expenses payable by the Partnership;

l) Units are most suitable for an investor whose income is subject to the highest marginal income tax rate as the tax benefits of an investment in Units are greatest for an individual who is subject to the highest marginal rate of income tax;

m) if the Partnership were to constitute a "SIFT partnership" within the meaning of the Tax Act, the income tax consequences described under "Income Tax Considerations" would, in some respects be materially and, in some cases, adversely, different;

n) a Limited Partner's investment may be less liquid should the Limited Partner not receive shares of one of the classes of Middlefield Mutual Funds Limited, or another mutual fund corporation that is managed by Middlefield Limited (in either case, the "**Mutual Fund**"), as determined by the Portfolio Advisor on dissolution of the Partnership;

o) Middlefield acts and may in the future act as investment manager for a number of funds and limited partnerships that engage or may engage in the same business activities or pursue the same investment opportunities as the Partnership. Certain conflicts may arise from time to time in the management of such funds or limited partnerships and in assessing suitable investment opportunities;

p) the possibility that, should any Limited Partner be a non-resident of Canada at the time of the dissolution of the Partnership, the dissolution may not be effected on a tax-deferred basis;

q) the value of Units will vary in accordance with the value of the securities acquired by the Partnership;

r) if fewer than the maximum number of Units are subscribed for at the initial closing (the "**Initial Closing**") (expected to take place on or about February 22, 2024), subsequent closings may be held within 90 days after the issuance of a receipt for the final prospectus or any amendment to the final prospectus. The purchase price per Class A Unit or Class F Unit, as applicable, paid by a subscriber at a closing subsequent to the Initial Closing may be less than or greater than the Net Asset Value per Class A Unit or Class F Unit, as applicable, at the time of purchase and, similarly, the Net Asset Value per Class A Unit or Class F Unit, as applicable at the final closing of this offering may differ from the initial offering price;

s) as a result of the Partnership investing primarily in Flow-Through Shares issued by Resource Companies, its Net Asset Value may be more volatile than investment portfolios having more diversified holdings;

t) short sales of securities may expose the Partnership to losses if the value of the securities sold short increases;

u) risks associated with the use of derivative instruments;

v) the income tax deductions allocated by the Partnership in respect of a particular fiscal year will be allocated only to investors who hold Units at the end of the fiscal year of the Partnership;

w) the Manager and the Portfolio Advisor may not be able to identify a sufficient number of Resource Companies willing to issue Flow-Through Shares to permit the Partnership to commit all of the Available Funds to purchase Flow-Through Shares by December 31, 2024 and, therefore, capital may be returned to Limited Partners and Limited Partners may be unable to claim anticipated deductions from income for income tax purposes;

x) Limited Partners may be allocated taxable capital gains by the Partnership, including in connection with a sale of Partnership assets to repay the Loan Facility or Prime Brokerage Facility, without receiving distributions from the Partnership where the General Partner determines that it would be disadvantageous to the Partnership to make distributions;

y) the interest expense and banking fees incurred in respect of the Loan Facility or Prime Brokerage Facility may exceed the incremental capital gains and tax benefits generated by the incremental investment in Flow-Through Shares. There can be no assurance that the borrowing strategy employed by the Partnership will enhance returns;

z) there are no assurances that the Mutual Fund Rollover Transaction (as defined below) will occur. In such circumstances, an alternative transaction (including the dissolution of the Partnership) may not be available on a tax-deferred basis or at all, thereby resulting in a Limited Partner's investment becoming illiquid;

aa) the restrictions on the deduction of investment expenses (including certain CEE) under the *Taxation Act* (Québec) ("**QTA**") may limit the tax benefits available for Québec tax purposes to individual Limited Partners who are residents of Québec or liable to Québec taxes if they have insufficient investment income;

bb) The Agence du revenu du Québec has been enforcing filing requirements in respect of Limited Partners who are residents of Québec or liable to Québec taxes, and certain Resource Companies might not comply with these requirements;

cc) Limited Partners remain liable to return distributions to the Partnership under certain circumstances, including where as a result of the distribution the capital of the Partnership is reduced and the Partnership is unable to pay its debts as they become due or discharge liabilities to creditors; and

dd) while each of the directors and officers of the General Partner, the Manager and the Portfolio Advisor will devote as much time as is necessary for the management of the business and affairs of the General Partner, the Manager and the Partnership, as applicable, none will devote his or her full time to the business and affairs of the General Partner, the Manager or the Partnership, as applicable.

Also see "Risk Factors" and "Organization and Management Details of the Partnership – Conflicts of Interest".

Income Tax Considerations:	In general, a taxpayer (other than a principal-business corporation) who is a Limited Partner at the end of a fiscal year of the Partnership may, subject to the "at-risk" and limited recourse financing rules, deduct in computing the taxpayer's income for the taxation year in which the fiscal year of the Partnership ends an amount equal to 100% of Eligible Expenditures renounced to the Partnership and allocated to the Limited Partner by the Partnership in respect of the fiscal year and, if the taxpayer is an individual (and for greater certainty not a trust), the taxpayer may receive a non-refundable 15% federal tax credit for such allocated and renounced CEE that is incurred or deemed incurred in qualifying mining exploration activities (or a 30% federal tax credit in the case of allocated and renounced CEE incurred in respect of critical minerals as defined in the Tax Act, (the "**CMETC**")). In the event that the Mutual Fund Rollover Transaction is not implemented, it is anticipated that, following the dissolution of the Partnership, each Limited Partner will acquire a *pro rata* share of the securities of Resource Companies then held by the Partnership on a tax deferred basis. The securities that the Partnership has acquired as Flow-Through Shares will have a nil cost for tax purposes. See "Income Tax Considerations" and "Risk Factors – Tax Related Risks". **Each subscriber should seek satisfaction as to the federal and provincial tax consequences of this investment by obtaining advice from a tax advisor.**
Allocations:	For each fiscal year of the Partnership, 99.99% of the net income of the Partnership and 100% of the net loss of the Partnership will be allocated among the Limited Partners of record at the end of the fiscal year in proportion to the Net Asset Value attributable to the applicable class of Units and the number of Units of such class held by each of them. 0.01% of the net income of the Partnership for each fiscal year of the Partnership will be allocated to the General Partner. The General Partner will not subscribe for nor hold any Units in respect of such allocation. On dissolution, Limited Partners are entitled to 99.99% of the assets of the Partnership and the General Partner is entitled to 0.01% of such assets. The Eligible Expenditures renounced to the Partnership in respect of a fiscal year will be allocated among the Limited Partners of record at the end of the fiscal year in proportion to the number of Units held by each of them. See "Distribution Policy".
Distributions:	Subject to compliance with the terms of the Loan Facility or Prime Brokerage Facility, the Manager may make cash distributions on or before April 25 of each year to Limited Partners who are the registered holders of Units on the preceding December 31 and to the General Partner. Such distributions will not be made to the extent that the General Partner determines that it would be disadvantageous for the Partnership to make such distributions (including circumstances where the Partnership lacks the available cash). Subject to the terms of the Partnership Agreement, the General Partner may distribute to the Limited Partners and the General Partner any net cash balances of the Partnership resulting from a sale of Flow-Through Shares or Other Equity Securities prior to the dissolution, as to 99.99% to the Limited Partners in proportion to the Net Asset Value attributable to the applicable class of Units and the number of Units of such class held by each of them as at the close of business on the applicable record date and as to 0.01% to the General Partner. See "Distribution Policy".
Mutual Fund Rollover Transaction and Termination of the Partnership:	It is the current intention of the Manager that the Partnership will enter into an agreement with the Mutual Fund, a mutual fund corporation, whereby assets of the Partnership would be exchanged on a tax-deferred basis for redeemable shares of one of the classes of the Mutual Fund selected by the Portfolio Advisor, on or about February 28, 2026 (the "**Mutual Fund Rollover Transaction**"). The Manager may in its sole discretion elect to accelerate the liquidity event of the Partnership, if the Manager determines that the Partnership has successfully accomplished its objectives and it determines that doing so would be in the best interests of the Limited Partners. Holders of Class A Units and Class F Units will

respectively receive Series A shares or Series F shares of the applicable class of the Mutual Fund. In the foregoing circumstances, the Partnership will be dissolved immediately following the Mutual Fund Rollover Transaction and the Limited Partners would then receive their *pro rata* share of the shares of that class of the Mutual Fund. The cost to a Limited Partner of shares of the Mutual Fund acquired on the Mutual Fund Rollover Transaction may be nominal. Completion of the Mutual Fund Rollover Transaction is not subject to the approval of the Limited Partners, but may be subject to the receipt of regulatory approvals and the approval of the securityholders of the Mutual Fund if required by applicable law. Limited Partners will be sent a written notice confirming the expected effective date of the Mutual Fund Rollover Transaction at least 60 days prior to the completion thereof. **There can be no assurance that any such arrangement will receive the necessary approvals.** If such an arrangement is not established, the Partnership will be dissolved and the General Partner and the Limited Partners will receive their *pro rata* share of the net assets of the Partnership, consisting primarily of cash and shares of Resource Companies, on or about March 31, 2026. See "Termination of the Partnership".

The General Partner has been granted all necessary power and authority, on behalf of the Partnership and each Limited Partner, to transfer the assets of the Partnership to the Mutual Fund and implement the dissolution of the Partnership thereafter and to file all elections deemed necessary or desirable by the General Partner to be filed under the Tax Act and any other applicable tax legislation in respect of any transaction with the Mutual Fund or the dissolution of the Partnership, without any authorization by the Limited Partners in respect thereof other than the irrevocable authorization of the General Partner to do so given by each Limited Partner pursuant to the subscription agreement described herein under "Purchases of Securities" and the power of attorney described herein under "Attributes of the Securities".

While the Mutual Fund Rollover Transaction may constitute a "conflict of interest matter" for the purposes of National Instrument 81-107 – *Independent Review Committee for Investment Funds*, the Independent Review Committee (as defined under "Organization and Management Details of the Partnership – Independent Review Committee") has provided the Manager with a standing approval authorizing the Manager to effect rollover transactions, which approval would include the Mutual Fund Rollover Transaction. The Partnership has been advised that the Mutual Fund will seek Independent Review Committee review and approval of the Mutual Fund Rollover Transaction at the time of the rollover transaction. See "Termination of the Partnership".

Organization and Management of the Partnership:

Relationship with the Partnership	Services Provided to the Partnership	Municipality of Residence
General Partner	Middlefield Resource Corporation is the general partner of the Partnership. The General Partner is responsible for appointing the Manager and monitoring the activities of the Partnership. The General Partner has a 0.01% beneficial interest in the Partnership.	Calgary, Alberta
Manager	Pursuant to the Management Agreement, the General Partner has retained Middlefield Limited, an affiliate of the General Partner, and has assigned such powers and duties as are necessary to direct the business, operations and affairs of the Partnership on behalf of the General Partner, including making investment decisions for and on behalf of the Partnership with advice from the Portfolio Advisor.	The Well, 8 Spadina Ave., Suite 3100, Toronto, Ontario M5V 0S8
Portfolio Advisor	Middlefield Capital Corporation, an affiliate of the General Partner, will provide investment management advice to the	Toronto, Ontario

	Partnership, including advice in respect of securities selection for the Partnership's investment portfolio in a manner consistent with the investment objectives, strategies and criteria of the Partnership.	
Promoter	The General Partner will form and establish the Partnership and take the steps necessary for the public distribution of the Units.	Calgary, Alberta
Custodian	RBC Investor Services Trust will be appointed custodian of the portfolio of the Partnership.	Calgary, Alberta
Registrar/Transfer Agent	TSX Trust Company will be appointed as transfer agent and registrar for the Units.	Toronto, Ontario
Auditor	Deloitte LLP has been appointed auditor of the Partnership.	Toronto, Ontario
Valuation Agent	RBC Investor Services Trust will be appointed as the valuation agent for the Partnership.	Toronto, Ontario

Agents: The Agents for this offering of Units will be CIBC World Markets Inc., RBC Dominion Securities Inc., BMO Nesbitt Burns Inc., National Bank Financial Inc., Scotia Capital Inc., TD Securities Inc., Richardson Wealth Limited, Manulife Wealth Inc., iA Private Wealth Inc., Canaccord Genuity Corp., Echelon Wealth Partners Inc., Raymond James Ltd. and Wellington-Altus Private Wealth Inc. (collectively, the "**Agents**").

Summary of Fees and Expenses: This table lists the fees and expenses that the Partnership may have to pay, which will reduce the value of your investment in the Partnership.

Fees and Expenses Payable by the Partnership

Type of Fee	Amount and Description
Agents' Fees	$1.4375 per Class A Unit (5.75%) $0.5625 per Class F Unit (2.25%)
Expenses of the Issue and Operating Expenses	All expenses incurred in connection with the issuance of Units, all third party expenditures and all expenses incurred in connection with the operation and administration of the Partnership, including mailing and printing expenses for periodic reports to Limited Partners and other communications, ongoing regulatory filing fees, expenses incurred in connection with the investment in Flow-Through Shares, interest expenses incurred in connection with the Loan Facility or Prime Brokerage Facility, the dissolution of the Partnership and the exchange of assets for shares of the Mutual Fund, expenses relating to portfolio transactions, fees payable to any independent directors of the General Partner, and audit, accounting, legal, registrar, transfer agent, valuator, technical consultant and custodianship fees, will be paid by the Partnership. Any expenses of this offering, excluding the Agents' fees, in excess of (i) 2.5% of Gross Proceeds for Gross Proceeds up to $15,000,000, (ii) 2.0% of Gross Proceeds for Gross Proceeds between $15,000,001-$30,000,000, and (iii) 1.5% of Gross Proceeds for Gross Proceeds in excess of $30,000,000, will be borne by the General Partner or the Manager. The fees and other expenses of members of the Independent Review Committee, as well as premiums for

	insurance coverage for such members, will be paid on a *pro rata* basis by the Partnership and other applicable investment funds managed by Middlefield Limited or an affiliate for which the Independent Review Committee acts as the independent review committee. See "Fees and Expenses – Expenses of the Issue and Operating Expenses".
Management Fee	Pursuant to the terms and conditions of a management agreement dated January 30, 2024 between the Manager, the General Partner and the Partnership (the "**Management Agreement**"), the Manager will be entitled to receive a fee per annum based on the Net Asset Value. The management fee and advisor fee (as described below) will in the aggregate be equal to 2% of the Net Asset Value, calculated and payable monthly in arrears. See "Fees and Expenses – Management and Portfolio Advisor Fees" and "Organization and Management Details of the Partnership – Details of the Management Agreement".
Portfolio Advisor Fee	Pursuant to the terms and conditions of an advisor agreement to be entered into on or prior to the Initial Closing between the Partnership, the Manager and the Portfolio Advisor (the "**Advisor Agreement**"), the Partnership will engage the Portfolio Advisor to provide advice with respect to investment decisions. The Portfolio Advisor will be entitled to receive a fee per annum. The advisory fee and management fee (as described above) will in aggregate be equal to 2% of the Net Asset Value, calculated and payable monthly in arrears. See "Fees and Expenses – Management and Portfolio Advisor Fees".
Performance Bonus	Pursuant to the terms and conditions of the Advisor Agreement, the Portfolio Advisor will also be entitled to a fee (the "**Performance Bonus**") payable on the earlier of: (a) the business day prior to the date on which the assets of the Partnership are exchanged on a tax-deferred basis for redeemable shares of one of the classes of the Mutual Fund; and (b) the business day immediately prior to the date of dissolution or termination of the Partnership (such earlier day being the "**Performance Bonus Date**"), equal to 20% of the amount that is equal to the product of: (i) the number of Units of the applicable class outstanding on the Performance Bonus Date; and (ii) the amount by which the Net Asset Value per Unit of the applicable class on the Performance Bonus Date and any distributions per Unit of the applicable class paid during the period commencing on the date of the Initial Closing and ending on the Performance Bonus Date exceeds, in the case of the Class A Units, $26.50, and in the case of the Class F Units, $27.48. The Performance Bonus will be paid to the Portfolio Advisor in cash before any assets of the Partnership are exchanged for redeemable shares of the applicable class of the Mutual Fund or a dissolution of the Partnership pursuant to Article X of the Partnership Agreement. See "Fees and Expenses – Performance Bonus".
Eligibility for Investment:	In the opinion of Fasken Martineau DuMoulin LLP and McCarthy Tétrault LLP, the Units are not qualified investments for trusts governed by registered retirement savings plans, registered retirement income funds, registered disability savings

plans, deferred profit sharing plans, registered education savings plans, tax-free savings accounts or first home savings accounts. See "Eligibility for Investment".

Special Québec Tax Considerations

Certain additional deductions described below may be available to Limited Partners subject to income tax in the Province of Québec if a Resource Company makes them available to the Partnership. However, no assurance can be given that a Resource Company will make any of such additional deductions available to the Partnership.

Québec allows, in addition to a base deduction of 100% for CEE, for special deductions in computing income for Québec income tax purposes for a taxation year of up to 20% of certain eligible exploration expenses incurred by a qualified corporation for exploration carried out in Québec. In addition to a base deduction of 100% for CEE, an individual or personal trust subject to income tax in Québec may be entitled to an additional deduction of 10% in respect of certain exploration expenses incurred in Québec by a qualified corporation. Such an individual or personal trust may also be entitled to a supplementary deduction of 10% in respect of certain surface mining exploration expenses or oil and gas exploration expenses incurred in Québec by a qualified corporation. Accordingly, an individual or personal trust subject to income tax in Québec who is a Limited Partner at the end of the applicable fiscal year of the Partnership may be entitled to deduct up to 120% of his or her share of certain eligible exploration expenses incurred in Québec by a qualified corporation and renounced by it in favour of the Partnership. A corporation has the option for Québec income tax purposes to utilize the above mentioned flow-through share system or claim a Québec tax credit for its exploration expenses.

In computing taxable income for Québec income tax purposes, a Limited Partner that is a corporation subject to income tax in Québec may be entitled to deduct, in addition to the base deduction of 100% for CEE, an additional deduction of 25% in respect of certain CEE incurred in the "northern exploration zone" in Québec by a qualified corporation. Accordingly, provided applicable conditions under the QTA and the regulations thereunder ("**QTA Regulations**") are satisfied, a Limited Partner that is a corporation subject to income tax in Québec may be entitled to deduct up to 125% of its share of certain exploration expenses incurred in Québec and renounced to the Partnership by a Resource Company that is a qualified corporation for purposes of the QTA.

The QTA provides that where an individual taxpayer (including a personal trust) incurs in a given taxation year "investment expenses" in excess of "investment income" earned for that year, such excess shall be included in such taxpayer's income, resulting in an offset of the deduction for the amount of such excess investment expenses. For these purposes, investment income includes taxable capital gains not eligible for the lifetime capital gain exemption. Also for these purposes, investment expenses include certain deductible interest and losses of the Partnership

attributed to an individual (including a personal trust) that is subject to income tax in Québec and 50% of CEE renounced to the Partnership and allocated to and deducted for Québec income tax purposes by such Limited Partner, other than CEE incurred in Québec. Accordingly, up to 50% of CEE renounced to the Partnership and allocated to and deducted for Québec income tax purposes by such Limited Partner, other than CEE incurred in Québec, may be included in the Limited Partner's income for Québec income tax purposes if such Limited Partner has insufficient investment income, thereby offsetting such deduction. The portion of the investment expenses (if any) which have been included in the taxpayer's income in a given taxation year may be deducted against investment income earned in any of the three previous taxation years and any subsequent taxation year to the extent investment income exceeds investment expenses for such other year.

See "Certain Québec Tax Considerations".

FINANCIAL ASPECTS FOR LIMITED PARTNERS

The following tables set forth certain financial aspects for a Limited Partner who is an individual (and for greater certainty not a trust), who has invested $1,000 in the Partnership and whose income is subject to the highest marginal income tax rate after giving effect to all applicable deductions. The derivation of the tables (and the related notes and assumptions) are consistent with the contents of the tax opinion provided under the heading "Income Tax Considerations". **The calculations are based on the estimates and assumptions set forth in the notes below the table and the actual tax savings, money at risk and portfolio value of Flow-Through Shares may be different than shown below. The figures set forth are not a representation regarding the future value of Units. These figures are for illustrative purposes only and are not intended as a forecast of future events. There is no assurance that such figures will in fact be realized. The calculations assume that no amendments will be made to the Tax Act that will have an impact on the CEE deductions in the tables below.**

Capitalized terms used but not defined under the heading "Financial Aspects for Limited Partners" will have the meanings ascribed thereto in the following sections of this prospectus.

Estimates per $1,000 Investment Assuming an Offering Size of $50,000,000 of Class A Units (Maximum Offering)

Year	CEE Deductions	Other Deductions	Total Deductions[1]	ITC	CMETC	Taxable Capital Gains[2]
2024	$978	$22	$1,000	$103	$88	$0
2025	$0	$40	$40			$47
2026 and beyond	$0	$57	$57			$2
	$978	$119	$1,097	$103	$88	$49

Estimates per $1,000 Investment Assuming an Offering Size of $5,000,000 of Class A Units (Minimum Offering)

Year	CEE Deductions	Other Deductions	Total Deductions[1]	ITC	CMETC	Taxable Capital Gains[2]
2024	$955	$45	$1,000	$100	$86	$0
2025	$0	$103	$103			$82
2026 and beyond	$0	$70	$70			$4
	$955	$218	$1,173	$100	$86	$86

[1] The deductions are expected to exceed the amount invested because the Loan Facility or Prime Brokerage Facility will be used to pay certain expenses in 2024 which: (a) enables that amount to be invested in Flow-Through Shares to generate additional CEE deductions in 2024; and (b) defers deductibility of these expenses until the Loan Facility or Prime Brokerage Facility, as applicable, is repaid.

[2] Taxable capital gains are expected to be realized upon the sale of Flow-Through Shares to repay the Loan Facility or Prime Brokerage Facility, as applicable, in 2025.

Highest Marginal Tax Rates

Year	B.C.	Alta.	Sask.	Man.	Ont.	Que.	N.S.	N.B.	P.E.I.	Nfld.
2024[(3)]	53.50%	48.00%	47.50%	50.40%	53.53%	53.31%	54.00%	53.30%	51.37%	54.80%
2025 and beyond[(3)]	53.50%	48.00%	47.50%	50.40%	53.53%	53.31%	54.00%	53.30%	51.37%	54.80%

Breakeven Calculation Assuming an Offering Size of $50,000,000 of Class A Units (Maximum Offering)

	B.C.	Alta.	Sask.	Man.	Ont.	Que.	N.S.	N.B.	P.E.I.	Nfld.
Investment	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Taxes on Capital Gains[(4)]	$26	$23	$23	$24	$26	$26	$26	$26	$25	$27
Less: Tax Savings [(1)(2)(5)(6)]	-$676	-$626	-$621	-$648	-$676	-$674	-$680	-$674	-$656	-$688
Money at Risk[(7)]	$350	$397	$402	$376	$350	$352	$346	$352	$369	$339

Breakeven Proceeds of Disposition[8]	$478	$522	$527	$503	$478	$480	$474	$480	$497	$467

Breakeven Calculation Assuming an Offering Size of $5,000,000 of Class A Units (Minimum Offering)

	B.C.	Alta.	Sask.	Man.	Ont.	Que.	N.S.	N.B.	P.E.I.	Nfld.
Investment	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Taxes on Capital Gains[4]	$46	$41	$41	$44	$46	$46	$47	$46	$44	$47
Less: Tax Savings [1][2][5][6]	-$714	-$660	-$655	-$684	-$714	-$712	-$719	-$712	-$693	-$727
Money at Risk[7]	$332	$381	$386	$360	$332	$334	$328	$334	$351	$320
Breakeven Proceeds of Disposition[8]	$453	$501	$506	$481	$453	$455	$449	$455	$472	$441

Notes and Assumptions:

(1) The Partnership will incur costs which it will deduct for income tax purposes, namely the Agents' fees, the expenses of this offering, management and advisor fees, the payment of a performance bonus (if any), interest costs and administrative costs. However, to the extent the Partnership borrows to pay any of the costs, the unpaid principal amount will be deemed to be a limited recourse amount of the Partnership and such costs generally will not be deductible until the borrowed amount is repaid, at which time the expense will be deemed to have been incurred to the extent of the amount repaid. These tables assume that the Partnership will realize sufficient capital gains to permit it to repay all amounts borrowed by the Partnership prior to dissolution and that no performance bonus will be payable. On this basis expenses will be deducted as follows:

	Taxation Year	
	2024	**2025 and Beyond**
Agents' fees	0%	100%
Expenses of the offering	0%	100%
Management and Portfolio Advisor fees	44%	56%
Interest costs	65%	35%
Administrative costs	25%	75%

(2) Assumes that the entire proceeds of the offering, after deducting administrative costs, interest costs and management and advisor fees that are payable and expected to be fully deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending on December 31, 2024, are expended on Eligible Expenditures by Resource Companies (as defined below) which will be renounced to the Partnership with an effective date in 2024. Assumes the Partnership will borrow to pay the Agents' fees, expenses of the offering and certain interest costs, administrative costs and management and advisor fees. Assumes expenses of offering, excluding Agents' fees, for an offering size of $50,000,000 and $5,000,000, respectively, of $500,000 and $100,000, respectively.

(3) The highest marginal tax rates used are based on current federal and provincial rates and existing proposals for 2024 and 2025. It is assumed that the highest marginal tax rates for taxation years beyond 2025 will be the same as those for 2025. Future federal or provincial budgets may modify these rates and, consequently, the tax savings.

(4) The capital gains tax takes into account capital gains realized on the sale of assets of the Partnership in order to repay money borrowed to pay the Agents' fees, expenses of the issue and certain interest costs, administrative costs and management and advisor fees.

(5) The tax savings are calculated by multiplying the total estimated income tax deductions for each year by the assumed highest marginal tax rate for that year. The Investment Tax Credit (as provided for under the Tax Act) ("**ITC**") tax savings is the amount of the ITC in 2024 reduced by the tax payable on the ITC in 2025.

(6) Assumes that the Limited Partner is not liable for the alternative minimum tax. See "Income Tax Considerations – Taxation of Securityholders – Alternative Minimum Tax".

(7) Money at risk is calculated as the total investment less all income tax savings from deductions.

(8) The breakeven proceeds of disposition represent the amount an investor must receive such that, after paying capital gains tax, the investor would recover his, her or its money at risk.

(9) The 15% investment tax credit reduces federal income tax otherwise payable by an individual Limited Partner other than a trust. It is assumed that 70% of the Available Funds will be used to acquire Eligible Expenditures that would entitle a Limited Partner to the 15% non-refundable federal investment tax credit and that the Limited Partner will be subject to tax on the amount of the investment tax credit in 2025. It is also assumed that the remaining 30% of the Available Funds will be used to acquire Eligible Expenditures that would entitle a Limited Partner to the 30% non-refundable CMETC in 2024 and that the Limited Partner will be subject to tax on the amount of the investment tax credit in 2025. The CMETC applies to certain CEE incurred in connection with the exploration for critical minerals and renounced under flow-through share agreements. The rules applicable to the CMETC are similar to the rules applicable to the 15% ITC applicable to flow-through mining expenditures, but an individual taxpayer that claims the CMETC in respect of an expense renounced to the taxpayer cannot also claim the 15% ITC in respect of the same expense. The CMETC has been incorporated into this illustration for the Units.

(10) Assumes that recourse for any financing by a Limited Partner of the subscription price for Units is not limited and is not deemed to be limited. See "Income Tax Considerations – Taxation of Securityholders".

(11) Assumes no Eligible Expenditures are incurred in Québec by Resource Companies.

(12) The consequences of any short-selling transactions of the Partnership are not reflected.

(13) The figures in the foregoing tables may not add up due to rounding.

(14) Assumes that the Partnership will be dissolved on or about March 31, 2026.

(15) It is assumed that for Québec provincial income tax purposes only, a Limited Partner who is an individual (or a trust) resident, or subject to tax, in Québec has investment income that exceeds his, her or its investment expenses for a given year. For these purposes, investment expenses include certain interest and losses of a Limited Partner and 50% of CEE incurred outside Québec and deducted for Québec tax purposes by such Limited Partner resident, or subject to tax, in Québec. CEE not deducted in a particular taxation year may be carried over and applied against net investment income earned in any of the three previous taxation years or any subsequent taxation year. A Limited Partner who resides in Québec or is liable to income tax in Québec may be entitled to further deductions from taxable income for Québec income tax purposes depending on the nature of CEE incurred by Resource Companies in that Province and renounced to the Partnership with an effective date in 2024. The tables are prepared on the basis that no such additional deductions are available. See "Risk Factors – Tax-Related Risks".

(16) For further information regarding the performance of the prior MRF limited partnerships, see "Performance of Prior Partnerships".

In order to qualify for income tax deductions allocated by the Partnership in respect of a particular year, a subscriber must be a Limited Partner at the end of such year. Units are most suitable for an investor whose income is subject to the highest marginal income tax rate. Subscribers should be aware that these calculations are based on estimates and assumptions which cannot be represented to be complete or accurate in all respects. The impact of the CMETC has been included in the tax savings calculation. The calculations do not take into account the time value of money. Any present value calculation should take into account the timing of cash flows, the subscriber's present and future tax position and any change in the market value of the portfolio of Flow-Through Shares held by the Partnership. The above table was prepared by the Partnership and is not based on an independent opinion rendered by an accountant or lawyer.

OVERVIEW OF THE LEGAL STRUCTURE OF THE PARTNERSHIP

MRF 2024 Resource Limited Partnership (the "**Partnership**") was formed pursuant to a certificate under the laws of the Province of Alberta dated December 21, 2023. The general partner of the Partnership is Middlefield Resource Corporation (the "**General Partner**"), a corporation incorporated pursuant to the provisions of the *Business Corporations Act* (Alberta). The principal place of business of the Partnership is The Well, 8 Spadina Ave., Suite 3100, Toronto, Ontario, M5V 0S8, and the registered office of the General Partner is 350 7 Ave SW, Suite 3400, Calgary, Alberta, T2P 3N9. The Partnership is not considered to be a "mutual fund" under Canadian securities legislation but is subject to the restrictions that apply to non-redeemable investment funds under National Instrument 81-102 – *Investment Funds* ("**NI 81-102**").

The sole limited partner of the Partnership as at the date hereof is Middlefield Group Limited, an affiliate of the General Partner. A subscriber whose subscription for Units has been accepted by the General Partner will become a limited partner of the Partnership ("**Limited Partner**") upon the amendment of the certificate of limited partnership filed under the *Partnership Act* (Alberta).

INVESTMENT OBJECTIVES

The Partnership's investment objectives are to achieve capital appreciation and significant tax benefits to enhance after-tax returns to Limited Partners (as defined under "Plan of Distribution") by investing in an actively managed, diversified portfolio comprised primarily of equity securities of Canadian companies involved in the resource sector. The Manager, on behalf of the Partnership, will implement the investment decisions of the Portfolio Advisor (as defined under "Organization and Management Details of the Partnership – Portfolio Advisor"), including selecting investments, including primarily flow-through shares, and flow-through warrants to acquire shares of Resource Companies (as defined under "Investment Strategies") (collectively, "**Flow-Through Shares**"), in accordance with the investment strategies and criteria outlined herein.

INVESTMENT STRATEGIES

The Partnership will endeavour to initially invest, with advice from the Portfolio Advisor, all proceeds available for investment from the sale of the Units (as defined below) in a single investment portfolio comprised of Flow-Through Shares of Canadian companies operating primarily in the resource sector (collectively, "**Resource Companies**") that the Portfolio Advisor believes: (i) have experienced and capable senior management; (ii) have a strong exploration program in place; (iii) represent good value relative to their peer group and have quality underlying assets; and (iv) offer the potential for future growth on a per share basis. In order to enhance the after-tax returns to Limited Partners, the Manager will, based on the advice of the Portfolio Advisor, endeavour to invest the gross proceeds from the sale of transferable class A limited partnership units (the "**Class A Units**") and transferable class F limited partnership units (the "**Class F Units**" and, together with the Class A Units, the "**Units**") pursuant to this prospectus (the "**Gross Proceeds**"), after deducting administrative costs, interest costs and management and advisor fees payable prior to December 31, 2024 ("**Available Funds**"), in Flow-Through Shares such that Limited Partners will be entitled to claim certain deductions from income, and may be entitled to certain investment tax credits deductible from tax payable, for income tax purposes for the 2024 tax year. Subject to compliance with the terms of the Loan Facility or Prime Brokerage Facility (as defined under "Fees and Expenses – Loan Facility or Prime Brokerage Facility"), any Available Funds not committed by the Partnership to purchase Flow-Through Shares on or before December 31, 2024 that are in excess of outstanding bank indebtedness at that date will be returned to the Limited Partners of record on December 31, 2024 by January 31, 2025 or the date of dissolution, whichever is earlier, together with any interest earned thereon from the date that the applicable funds were paid to the Partnership by the Limited Partners.

Other than the borrowing by the Partnership under the Loan Facility or Prime Brokerage Facility, as applicable, the Partnership will not engage in any other borrowings. The maximum amount of leverage that the Partnership could be exposed to pursuant to the Loan Facility or Prime Brokerage Facility is 1.15 to 1 (maximum total assets (as calculated by aggregating the maximum value of long positions, short positions and the maximum amount that may be borrowed) divided by Net Asset Value). Prior to dissolution of the Partnership, all amounts outstanding under the Loan Facility or Prime Brokerage Facility, including all interest accrued thereon, will be repaid in full.

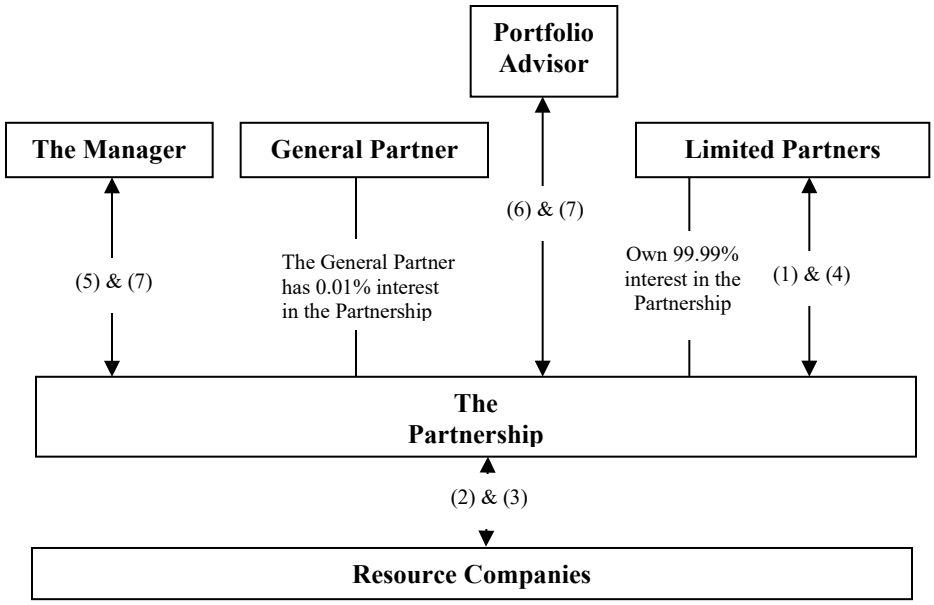
The Partnership will enter into certain agreements with Resource Companies pursuant to which the Partnership will subscribe for Flow-Through Shares (including Flow-Through Shares offered as part of a unit with non-flow-through shares or Other Equity Securities (as defined below)) ("**Resource Agreements**") or agreements whereby the Partnership will otherwise invest in or purchase Other Equity Securities (as defined below), including Other Equity Securities acquired through the facilities of a stock exchange or other market. Under the terms of each Resource Agreement, the Partnership will subscribe for Flow-Through Shares issued from treasury of the Resource Company and the Resource Company will agree to incur and renounce to the Partnership, in an amount equal to the subscription price of the Flow-Through Shares, expenditures in respect of resource exploration and development which qualify as Canadian exploration expense ("**CEE**"), including Canadian renewable and conservation expense ("**CRCE**") that is deemed by the Tax Act to be CEE, which may be renounced to the Partnership ("**Eligible Expenditures**"), with an effective date of no later than December 31, 2024.

In the event that a Resource Company is unable to incur sufficient expenditures to enable it to issue the maximum number of Flow-Through Shares issuable to the Partnership pursuant to a Resource Agreement, the Partnership may invest all or any portion of the unexpended Available Funds that have been committed to that Resource Company to purchase common shares issued by it on a non-flow through basis or make an investment in any other Resource Company if, in the opinion of the Manager and based on the advice of the Portfolio Advisor: (i) it is in the best interests of the Partnership to do so; and (ii) making such an investment would be consistent with the investment objectives, investment strategies and investment criteria of the Partnership. See "Resource Agreements". The securities acquired by the Partnership may or may not constitute Flow-Through Shares.

The Manager will implement the Portfolio Advisor's investment decisions on behalf of the Partnership, which may involve the sale of Flow-Through Shares and other securities and the reinvestment of the net proceeds from such dispositions in equity or equity-linked securities of Resource Companies ("**Other Equity Securities**"). The Manager may, with notice to the Limited Partners by way of press release, from time to time amend the Partnership's investment strategies in order that the Partnership's investment strategies continue to comply with the provisions of any law or regulation applicable to or affecting the Partnership from time to time.

The Partnership may invest in or use derivative instruments for hedging purposes only, in a manner consistent with its investment objectives. For example, the Partnership may use derivatives for hedging purposes with the intention of offsetting or reducing risks, such as stock market risks and interest rate changes, associated with an investment or group of investments. The Partnership may also short sell and maintain short positions in securities for the purpose of hedging securities held in the Partnership's investment portfolio that are subject to resale restrictions. The Partnership may engage in short sales when appropriate selling opportunities arise in order to hedge against a decrease in the market value of Flow-Through Shares or other securities, if any, held in the Partnership's investment portfolio that are subject to resale restrictions.

Overview of the Investment Structure



Notes:

1. Limited Partners purchase Units at $25.00 per Unit (minimum purchase $2,500 (100 Units)).

2. The Partnership enters into Resource Agreements with Resource Companies pursuant to which the Partnership subscribes for Flow-Through Shares.

3. Pursuant to the Resource Agreements, Resource Companies renounce CEE to the Partnership.

4. Renounced CEE generally flows through as deductions to Limited Partners who are Limited Partners on December 31, 2024.

5. The Manager provides management services.

6. The Portfolio Advisor provides portfolio management services, including investment management advice.

7. The Partnership pays the Manager and the Portfolio Advisor fees equal to an aggregate of 2% of Net Asset Value, calculated and paid monthly in arrears, as well as the Performance Bonus (as defined under "Fees and Expenses – Performance Bonus") to the Portfolio Advisor.

OVERVIEW OF THE SECTOR THAT THE PARTNERSHIP INVESTS IN

The Partnership will endeavour to initially invest in an actively managed, diversified portfolio comprised primarily of equity securities of Canadian gold mining companies and will invest, with advice from the Portfolio Advisor, all proceeds available for investment in a single investment portfolio comprised of Flow-Through Shares of Resource Companies. While the Portfolio Advisor has a positive outlook for the Canadian resource sector during the term of the Partnership, investments in issuers operating in the sector are subject to certain risks. See "Risk Factors". The tables and charts below were prepared by the Portfolio Advisor based on information gathered from the sources identified immediately beneath the applicable chart.

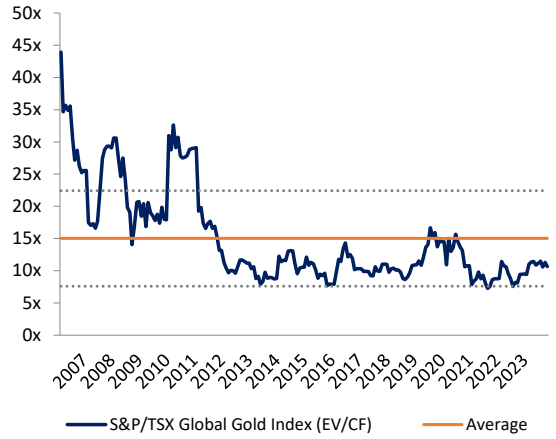
Macroeconomic Environment Supportive of Gold

The Portfolio Advisor believes gold fundamentals will be well supported over the life of the Partnership as it believes geopolitical and economic uncertainty is creating investor interest in gold as a safe haven. Developed market central banks are nearing the end of their tightening cycles as inflation pressures subside. As shown in the chart to the left below, gold's role as a safe haven remains evident given how it has outperformed broad markets since the beginning of 2022. The Portfolio Advisor believes that the relative stability of the gold price over the last couple of years has not been echoed by gold equities which have re-rated to multi-decade lows, as shown in the chart to the right below.

Price Performance, 2022 to 2023 YTD

Source: Bloomberg and Middlefield, December 2023.
For the period January 1, 2022 to December 12, 2023. Indexed to 100.

Gold Equities are Relatively Undervalued



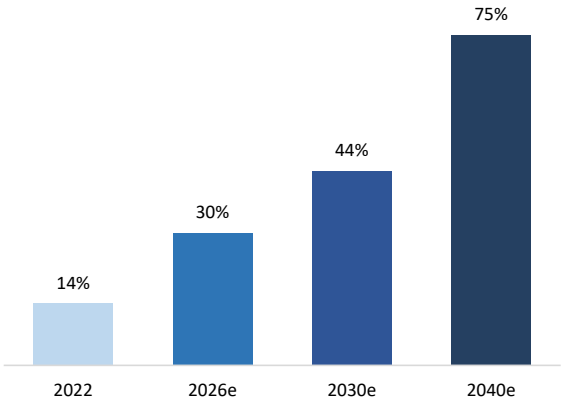
Source: Bloomberg and Middlefield, December 2023.
For the period March 31, 2006 to November 30, 2023.

Energy Transition Driving the Next Super Cycle

The Portfolio Advisor believes metals directly exposed to the global energy transition (as described by the International Renewable Energy Agency; https://www.irena.org/energytransition) will benefit from a strong demand and pricing environment over the next decade and accordingly the Partnership may invest in Resource Companies exploring for metals necessary for such transition. As shown in the chart to the left below, electric vehicles' ("**EV**") share of new car sales is expected to increase from 14% in 2022 to 44% by 2030. Commodity prices are expected by the Portfolio Advisor to increase in order to incentivize exploration and new production. Cobalt, lithium, copper and nickel are some of the principal inputs required for EV battery production. As a result, demand is anticipated to increase between 3 to 14 times by 2030, as shown in the chart to the right below.

EV Adoption Expected to Accelerate

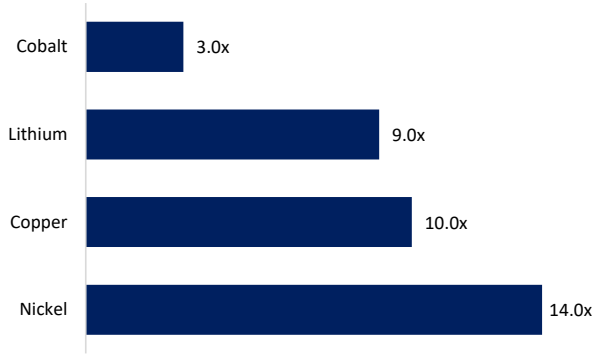
EV Share of New Car Sales



Source: Electric Vehicle Outlook 2023, Bloomberg NEF, June 2023.

Metals Expected to Benefit from Growth in EV Sales

EV Industry Demand for Key Metals Expected to Grow Significantly between 2019 and 2030



Source: Bloomberg NEF, July 2021.

INVESTMENT RESTRICTIONS

The Partnership will contract with Resource Companies selected by the Portfolio Advisor. The Manager anticipates that the Available Funds and any net proceeds realized by the Partnership from the sale of Flow-Through Shares or Other Equity Securities will be invested in an actively managed, diversified portfolio comprised primarily of equity securities of Canadian companies involved in the resource sector. In making such investments, the Manager will comply with the investment restrictions set out in NI 81-102 that are applicable to non-redeemable investment funds from time to time. In entering into Resource Agreements, the Manager and the Portfolio Advisor will, as a general rule at the time of investment, use their best efforts to observe the following criteria in committing the Available Funds to Resource Companies:

(a) at least 80% of the Net Asset Value less the Partnership's investments in cash and cash equivalents will be invested in Resource Companies whose common shares are listed and posted for trading on a stock exchange and at least 25% of the Net Asset Value less the Partnership's investments in cash and cash equivalents will be invested in Resource Companies that are listed on the Toronto Stock Exchange (the "**TSX**"), the New York Stock Exchange (the "**NYSE**"), or such other nationally recognized stock exchange acceptable to the Manager, or any successor exchange thereto;

(b) the Manager and the Portfolio Advisor will exercise their judgment regarding the experience of management, past production and exploration results, the financial condition of and the relative value and liquidity of the shares of each Resource Company in which the Partnership invests.

Experience of management will be considered on a general overall basis, including the number of officers or directors who have experience or expertise in the resource area;

(c) the Manager must be satisfied that, based on the advice of the Portfolio Advisor, the pricing of Flow-Through Shares or Other Equity Securities, as applicable, is acceptable;

(d) the Partnership will not invest more than 20% of its Net Asset Value in any one Resource Company at the time of investment;

(e) the Partnership will not purchase securities from, or sell securities to, Middlefield Group Limited and its subsidiaries and affiliates (collectively, "**Middlefield**") unless permitted under applicable securities laws;

(f) the Partnership will not invest in securities issued by any Resource Company if the Resource Company is related to Middlefield;

(g) the Partnership will not purchase securities other than through normal market facilities unless the purchase price of those securities, in the opinion of the Portfolio Advisor, approximates the prevailing market price and premiums paid in respect of Flow-Through Shares or is negotiated or established with Resource Companies that are not related to Middlefield;

(h) the Partnership will not invest in securities issued by any Resource Company if, after giving effect to such investment, the Partnership would own more than 10% of the Resource Company's outstanding voting securities or the investment would otherwise result in the Partnership exercising control over such Resource Company;

(i) the Partnership may short sell and maintain short positions in securities for the sole purpose of hedging securities held in the Partnership's investment portfolio that are subject to resale restrictions;

(j) the Partnership may invest in or use derivative instruments solely for the purpose of hedging securities held in the Partnership's investment portfolio; and

(k) the Partnership may invest in equity securities of corporations or partnerships, which may not be Resource Companies, that from time to time may issue securities whose purchase has been determined by the Manager and the Portfolio Advisor to produce substantially similar income tax consequences to the Partnership and the Limited Partners as the purchase of Flow-Through Shares ("**Alternative Flow-Through Companies**"). Investments in Alternative Flow-Through Companies will be limited to 10% of the Net Asset Value.

For the purposes of paragraphs (f) and (g) above, a Resource Company will be related to Middlefield if: (i) the Resource Company does not deal on an arm's length basis with Middlefield; (ii) any partner, director, officer or employee of Middlefield is an officer or director of the Resource Company (provided that this prohibition will not apply where any such person does not (x) participate in the formulation of investment decisions made on behalf of the Partnership; (y) have access to the investment decision-making process of the Partnership prior to the implementation of investment decisions made on behalf of the Partnership; and (z) influence (other than through research, statistical and other reports generally available to clients) the investment decisions made on behalf of the Partnership); or (iii) Middlefield or any partner, director, officer or employee of Middlefield has a material interest in the Resource Company (which for these purposes includes beneficial ownership of more than 10% of the voting shares of the Resource Company).

For the purposes of paragraph (k) above, prior to investing in Alternative Flow-Through Companies the Manager must first obtain an opinion from counsel that the tax attributes of an investment in equity securities of the Alternative Flow-Through Company in question are equivalent in all material respects to those of Flow-Through Shares. In addition, any investment in Alternative Flow-Through Companies must be subject to the same terms, restrictions and conditions

set out herein and in the Partnership Agreement (as defined under "Attributes of the Securities") as would apply to an investment in Flow-Through Shares.

The investment criteria relating to the experience of management, past production and exploration results and financial condition of and the relative value and liquidity of the shares of a Resource Company are necessarily subjective and cannot be specifically defined. The Manager and the Portfolio Advisor will review publicly available information pertaining to a Resource Company and will rely on the completeness and accuracy thereof. Engineering reports regarding the exploration program to be conducted by a Resource Company may not be available or, if available, may not be independent. See "Organization and Management Details of the Partnership – Manager of the Partnership".

The Manager may, with notice to the Limited Partners by way of press release, from time to time amend the Partnership's investment criteria as described above in order that the Partnership's investment criteria continue to comply with the provisions of any law or regulation applicable to or affecting the Partnership from time to time.

THE MUTUAL FUND

Middlefield Mutual Funds Limited is a mutual fund corporation incorporated on November 16, 1987 and is a reporting issuer in each of the provinces and territories of Canada. The principal place of business of the Mutual Fund is The Well, 8 Spadina Ave., Suite 3100, Toronto, Ontario, M5V 0S8 and the registered office of the Mutual Fund is 350 7 Ave SW, Suite 3400, Calgary, Alberta, T2P 3N9. The Mutual Fund is currently comprised of the nine classes set out below. Certain mutual funds managed by the Manager are mutual fund trusts and are not available for a tax-free rollover for the Limited Partners and as such are not described herein.

The Mutual Fund is a reporting issuer subject to NI 81-102 which is designed, in part, to ensure that the investments of a mutual fund are diversified and relatively liquid and to ensure proper administration of an investment fund. The Mutual Fund is managed in accordance with these restrictions and practices. A copy of the standard investment restrictions and practices will be provided by or on behalf of the Mutual Fund to any person requesting the same.

Although the Partnership may have a number of strategies in common with a number of the classes of the Mutual Fund, it is not expected that the Mutual Fund will have similar objectives as the Partnership, as the Partnership's objective of achieving significant tax benefits to enhance after-tax returns to Limited Partners is not an objective that is available to a typical open-ended and redeemable mutual fund.

The net asset value per share of each class of the Mutual Fund is determined on each day on which the TSX is open for business, or in the event that the TSX is not open for business on such day, the first day thereafter on which the TSX is open for business, unless the board of directors of the Mutual Fund has declared a suspension of the determination of the net asset value. Orders to purchase or redeem shares of the Mutual Fund will be completed at the net asset value per share next determined following receipt of the order. Shares of the Mutual Fund are offered for sale to the public on a continuous basis. Any shares of the Mutual Fund received by a Limited Partner upon dissolution of the Partnership will be exempt from commissions or deferred charges. The classes of the Mutual Fund are advised by Middlefield Capital Corporation and are managed by Middlefield Limited. The Manager is paid a monthly fee in arrears for each class of the Mutual Fund, which fee ranges from 0.5% to 2.0% per annum (or less if under the no-load option) of the average daily net asset value of the applicable class of the Mutual Fund for the month.

The Mutual Fund's public documents can be viewed at the website maintained by the Canadian Securities Administrators at www.sedarplus.com. Additional information in respect of the Mutual Fund, including daily prices (net asset value), can be obtained by visiting the Mutual Fund's website at www.middlefield.com or by contacting the Mutual Fund during business hours at 1-888-890-1868. None of the information contained on the Mutual Fund's website or at the website maintained by the Canadian Securities Administrators is or will be deemed to be incorporated in this prospectus by reference.

Classes of the Mutual Fund

Class	
Middlefield Income Plus Class	Provides stable income and capital preservation through a diversified portfolio of equity and fixed-income securities.

Middlefield U.S. Equity Dividend Class	Invests primarily in dividend paying equity securities of U.S. issuers.
Middlefield Global Dividend Growers Class	Invests primarily in dividend paying equity securities of global issuers.
Middlefield Real Estate Dividend Class	Provides investors a stable level of income and exposure to the global and Canadian real estate sectors.
Middlefield Canadian Dividend Growers Class	Invests in Canadian securities with income and growth potential.
Middlefield Global Energy Transition Class	Invests in securities of issuers that are making investments in, or derive a significant portion of their revenue or earnings from, products or services related to the transition from fossil fuels to renewable energy sources.
Middlefield Global Agriculture Class	Invests in securities with high growth potential operating in the agricultural sector.
Middlefield Innovation Dividend Class	Invests in securities of global issuers that derive a significant portion of their revenue or earnings from products or services related to major technological innovations.
Middlefield High Interest Income Class	Provides interest income while emphasizing capital preservation and liquidity by investing in high quality fixed-income securities.

Note: All classes of the Mutual Fund offer Series A shares and, other than Middlefield High Interest Income Class, Series F shares.

FEES AND EXPENSES

Management and Portfolio Advisor Fees

Pursuant to a management agreement (the "**Management Agreement**") dated January 30, 2024 among the Manager, the General Partner and the Partnership, the Manager has agreed to manage certain aspects of the day-to-day operations and other activities of the Partnership, including implementing the Portfolio Advisor's investment decisions on behalf of the Partnership. Accordingly, the Manager will be entitled to receive a fee per annum based on the Net Asset Value. Pursuant to an advisor agreement (the "**Advisor Agreement**") to be entered into on or prior to the Initial Closing (as defined below) between the Portfolio Advisor, the Manager and the Partnership, the Portfolio Advisor will be entitled to receive a fee per annum for its investment management advice and other services under the Advisor Agreement. These fees payable to the Manager and the Portfolio Advisor will in the aggregate be equal to 2% of the Net Asset Value together with applicable taxes thereon and will be calculated and paid monthly in arrears based on the Net Asset Value at the end of the preceding month.

Agents' Fees

Pursuant to the Agency Agreement referred to under "Plan of Distribution", the Agents (as defined under "Plan of Distribution") will be entitled to receive a fee in the amount of 5.75% of the subscription price of each Class A Unit sold ($1.4375 per Unit) and 2.25% of the subscription price of each Class F Unit sold ($0.5625 per Unit). The net Agents' fees will be $2,875,000 if the maximum offering is comprised entirely of Class A Units and $287,500 if the minimum offering is comprised entirely of Class A Units. The Agents' fees will be paid by the Partnership from funds made available under the Loan Facility or Prime Brokerage Facility referred to under "Fees and Expenses – Loan Facility or Prime Brokerage Facility".

Performance Bonus

Pursuant to the Advisor Agreement, the Portfolio Advisor also will be entitled to a fee (the "**Performance Bonus**") payable on the earlier of: (a) the business day prior to the date on which the assets of the Partnership are exchanged on a tax-deferred basis for redeemable shares of one of the classes of the Mutual Fund as determined by the Portfolio Advisor; and (b) the business day immediately prior to the date of dissolution or termination of the Partnership (such

earlier day being the "**Performance Bonus Date**"), equal to 20% of the amount that is equal to the product of: (i) the number of Units of the applicable class outstanding on the Performance Bonus Date; and (ii) the amount by which the Net Asset Value per Unit of the applicable class on the Performance Bonus Date and any distributions per Unit of the applicable class paid during the period commencing on the date of the initial closing (the "**Initial Closing**") (expected to take place on or about February 22, 2024 but, in any event, not later than 90 days after the issuance of a receipt for the final prospectus or any amendment to the final prospectus) and ending on the Performance Bonus Date exceeds, in the case of the Class A Units, $26.50, and in the case of the Class F Units, $27.48. The Performance Bonus, including applicable taxes thereon, will be paid to the Portfolio Advisor in cash before any assets of the Partnership are exchanged for redeemable shares of the applicable class of the Mutual Fund or a dissolution of the Partnership pursuant to Article X of the Partnership Agreement.

Expenses of the Issue and Operating Expenses

The expenses incurred in connection with the issuance of Units, including applicable taxes thereon, will be paid by the Partnership from funds made available under the Loan Facility or Prime Brokerage Facility. Such expenses include the costs of forming the Partnership, the costs of printing and preparing this Prospectus, legal and marketing expenses and out of pocket expenses incurred by the Agents. The Partnership will pay for any offering expenses in an amount up to (i) 2.5% of Gross Proceeds for Gross Proceeds up to $15,000,000, (ii) 2.0% of Gross Proceeds for Gross Proceeds between $15,000,001-$30,000,000, and (iii) 1.5% of Gross Proceeds for Gross Proceeds in excess of $30,000,000. Any amount in excess of such cap, excluding the Agents' fees, will be borne by the General Partner or the Manager.

All expenses incurred in connection with the operation and administration of the Partnership, including mailing and printing expenses for periodic reports to Limited Partners and other communications, ongoing regulatory filing fees, expenses incurred in connection with the investment in Flow-Through Shares, interest expenses incurred in connection with the Loan Facility or Prime Brokerage Facility, the dissolution of the Partnership and the exchange of assets for shares of the Mutual Fund, expenses relating to portfolio transactions, fees payable to any independent directors of the General Partner, and audit, accounting, legal, registrar, transfer agent, valuator, technical consultant and custodianship fees, will be paid by the Partnership. The fees and other expenses of members of the Independent Review Committee (as defined under "Organization and Management Details of the Partnership – Independent Review Committee"), as well as premiums for insurance coverage for such members, will be paid on a *pro rata* basis by the Partnership and other applicable investment funds managed by the Manager or an affiliate for which the Independent Review Committee acts as the independent review committee. The Manager estimates that these operating expenses, including applicable taxes thereon, will be approximately $350,000 per annum in the case of the maximum offering and $250,000 per annum in the case of the minimum offering.

Additional Services

Any arrangement for additional services between the Partnership and the Manager, or an affiliate thereof, that have not been described in this prospectus will be on terms that are no less favourable to the Partnership than those available from third parties for comparable services and the Partnership will pay all expenses associated with such additional services, including applicable taxes thereon.

Loan Facility or Prime Brokerage Facility

The Partnership intends to enter into a loan facility (the "**Loan Facility**") or a prime brokerage facility (the "**Prime Brokerage Facility**") with a Canadian Schedule I chartered bank (the "**Lender**"). The Lender will be at arm's length to the Partnership, the General Partner and their respective affiliates and associates, but may be affiliated with one of the Agents.

The Loan Facility or Prime Brokerage Facility will permit the Partnership to use leverage up to an aggregate amount not exceeding 10% of the Gross Proceeds from borrowing, short selling and/or specified derivatives, which will be used to finance expenses incurred by the Partnership, in order to maximize the allocation of Gross Proceeds towards the purchase of Flow-Through Shares. The interest rates, fees and expenses under the Loan Facility or Prime Brokerage Facility, as applicable, will be typical of credit facilities of this nature and the Partnership expects that the Lender will require the Partnership to provide a security interest in the assets held by the Partnership in favour of the Lender to secure such borrowing. The maximum amount of leverage that the Partnership could be exposed to pursuant

to the Loan Facility or Prime Brokerage Facility, as applicable, is 1.15 to 1 (maximum total assets (as calculated by aggregating the maximum value of long positions, short positions and the maximum amount that may be borrowed) divided by Net Asset Value). Other than the borrowing by the Partnership under the Loan Facility or Prime Brokerage Facility, the Partnership will not engage in any other borrowings. Prior to dissolution of the Partnership, all amounts outstanding under the Loan Facility or Prime Brokerage Facility, including all interest accrued thereon, will be repaid in full.

A prime brokerage facility differs from a committed loan facility. Among other things, differences include: (i) under a committed loan facility the lender commits to making the loan available so long as the borrower adheres to certain covenants, in exchange for a commitment fee and a standby fee, in addition to interest on the loan, whereas under a prime brokerage facility, the ongoing availability of credit and the terms of such credit, including interest cost and margin requirements, are subject to change at the lender's sole discretion at any time; and (ii) the interest rate charged for a prime brokerage facility is typically less than a committed loan facility due to the lack of a term commitment from the lender.

RISK FACTORS

General

This offering is speculative. There is no assurance of a positive return on a Limited Partner's original investment. Investors should consider the following risk factors before subscribing for Units:

(a) there is no market through which the Units may be sold and purchasers may not be able to resell their Units purchased under this prospectus. No market for the Units is expected to develop;

(b) the business activities of the Resource Companies are speculative and may be adversely affected by general economic and sector specific factors outside the control of those companies. Certain of the Resource Companies may not hold, discover or successfully exploit commercial quantities of minerals, petroleum or natural gas. The profitability of Resource Companies may be affected by such general economic factors as adverse fluctuations in commodity prices, demand for commodities, general economic conditions and cycles, unanticipated depletion of reserves or resources, native land claims, liability for environmental damage, competition, imposition of tariffs, duties or other taxes and government regulation. The profitability of Resource Companies may also be affected by such sector specific factors as: in the case of the gold sector, currency fluctuations and interest rate fluctuations; in the case of the base metals sector, the pace of global economic growth and infrastructure spending by North American governments; in the case of the oil sector, production decisions by both OPEC and non-OPEC members and the pace of global economic growth; and in the case of the natural gas sector, climate and political opposition to pipeline and LNG facility projects. In addition, certain of the Resource Companies may not have a history of earnings or payment of dividends;

(c) Limited Partners may lose their limited liability in certain circumstances. 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;

(d) the Partnership intends to invest primarily in Resource Companies and, accordingly, the portfolio of Flow-Through Shares held by the Partnership will be concentrated in the sectors in which the Resource Companies operate. This concentration may result in the value of the Units fluctuating to a larger degree than if the Partnership invested in a broader spectrum of issuers. While an investment strategy with less emphasis on Resource Companies might reduce the potential for or the extent of fluctuations in the value of the Units, such an investment strategy would not provide the potential tax benefits to investors which is among the Partnership's principal investment objectives;

(e) the Flow-Through Shares may be issued to the Partnership at prices greater than the market prices of such shares and will be subject to resale restrictions;

(f) there is no assurance that income tax laws in the various jurisdictions of Canada will not be changed in a manner which will fundamentally alter the tax consequences to Limited Partners;

(g) there is no assurance that Resource Agreements utilizing all of the Available Funds will be entered into with Resource Companies or that all committed funds will be spent on Eligible Expenditures;

(h) Limited Partners must rely on the ability of the Manager to implement the Portfolio Advisor's investment decisions in respect of the Partnership entering into any Resource Agreements, in determining in accordance with the Partnership's investment criteria the composition of the portfolio of Flow-Through Shares, Other Equity Securities or Alternative Flow-Through Companies to be owned by the Partnership, in determining whether to dispose of Flow-Through Shares, Other Equity Securities or other securities owned by the Partnership and the manner in which any proceeds realized by the Partnership from the sale of Flow-Through Shares, Other Equity Securities or other securities will be reinvested. Investors who are not willing to rely on the Manager and the Portfolio Advisor in the manner described above should not purchase Units. In addition, there is no certainty that the employees of the Portfolio Advisor who will be primarily responsible for the management of the Partnership's investment portfolio will continue to be employees of the Portfolio Advisor throughout the term of the Partnership or that the Portfolio Advisor will continue to be engaged as the Portfolio Advisor to the Partnership;

(i) the Manager and the Portfolio Advisor will review publicly available information pertaining to a Resource Company and will rely on the completeness and accuracy thereof in making investment decisions on behalf of the Partnership. In addition, engineering reports regarding the exploration program to be conducted by a Resource Company may not be available or, if available, may not be independent;

(j) the COVID-19 outbreak was characterized as a pandemic by the World Health Organization on March 11, 2020. COVID-19 has caused governments across the globe to impose restrictions, such as quarantines, closures, cancellations and travel restrictions on its citizens. Normal commercial activities across many industries and individual companies have been negatively affected by such actions, leading to volatility in the global financial markets and disruptions in the global economy. COVID-19 as well as other epidemics and pandemics that may arise in the future could negatively affect Resource Companies, which could adversely affect the value of the portfolio of Flow-Through Shares, Other Equity Securities or equity securities of Alternative Flow-Through Companies to be owned by the Partnership and in turn, the Net Asset Value of the Units

(k) while the General Partner has agreed to indemnify the Limited Partners in certain circumstances, the General Partner has limited assets and it is unlikely that the General Partner will have sufficient assets to satisfy any claims pursuant to such indemnity. While the General Partner and the Manager have limited assets, they do have sufficient assets to fund any expenses of the offering in excess of the portion of such expenses payable by the Partnership;

(l) Units are most suitable for an investor 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, her or its 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;

(m) a Limited Partner's investment may be less liquid should the Limited Partner not receive shares of one of the classes of the Mutual Fund on dissolution of the Partnership;

(n) Middlefield acts and may in the future act as investment manager and/or investment advisor for a number of funds and limited partnerships that engage or may engage in the same business activities or pursue the same investment opportunities as the Partnership. Certain conflicts may arise from time to time in the management of such funds or limited partnerships and in assessing suitable investment opportunities;

(o) the value of Units will vary in accordance with the value of the securities acquired by the Partnership. Fluctuations in the market values of such securities may occur for a number of reasons beyond the control of the General Partner, the Manager, the Portfolio Advisor or the Partnership. There is no assurance that an adequate market will exist for securities acquired by the Partnership due to fluctuations in trading volumes and prices and because a portion of the Partnership's investment portfolio may consist of equity investments in private enterprises which may be illiquid;

(p) if fewer than the maximum number of Units are subscribed for at the Initial Closing, subsequent closings may be held within the offering period, which generally will be within 90 days after the issuance of a receipt for the final prospectus or any amendment to the final prospectus. The purchase price per Unit of the applicable class paid by a subscriber at a closing subsequent to the Initial Closing may be less than or greater than the Net Asset Value per Unit of the applicable class at the time of purchase and, similarly, the Net Asset Value per Unit of the applicable class at the final closing of this offering may differ from the initial offering price;

(q) as a result of market fluctuations in the values of the investments to be held by the Partnership, there is no assurance of a positive return on a Limited Partner's original investment. The investment involves a high degree of risk and should only be considered by those persons who can afford a loss of their entire investment. As the Partnership will invest primarily in Flow-Through Shares, its Net Asset Value may be more volatile than investment portfolios having more diversified holdings;

(r) the Partnership may short sell and maintain short positions in securities solely for the purpose of hedging securities held in the Partnership's investment portfolio that are subject to resale restrictions. These short sales may expose the Partnership to losses if the value of the securities sold short increases;

(s) the Partnership may utilize derivatives solely for hedging purposes. The use of derivative instruments involves risks different from and possibly greater than the risks associated with investing directly in securities and other traditional investments. Risks associated with the use of derivatives include: (i) hedging to reduce risk does not guarantee that there will not be a loss or that there will be a gain; (ii) there is no guarantee that a liquid market will exist to permit the Partnership to write options on desired terms or to complete a derivative contract, which could prevent the Partnership from reducing a loss or making a profit; (iii) securities exchanges may impose trading limits on options and futures contracts, and these limits may prevent the Partnership from completing a derivative contract; (iv) the Partnership could experience a loss if the counterparty to the derivative contract is unable to fulfill its obligations; and (v) if the Partnership has an open position in an option, a futures contract or a forward contract with a counterparty that goes bankrupt, the Partnership could experience a loss and, for an open futures or forward contract, a loss of margin deposits with that counterparty. In circumstances where there is an interest rate hedge employed, total returns on the Partnership's investment portfolio may be higher with the hedge than without it when interest rates rise significantly, but total returns may be lower than they otherwise would be in a stable to falling interest rate environment;

(t) the income tax deductions allocated by the Partnership in respect of a particular fiscal year will be allocated only to investors who hold Units at the end of that fiscal year of the Partnership;

(u) the Partnership may not be able to identify a sufficient number of Resource Companies willing to issue Flow-Through Shares to permit it to commit all of the Available Funds to purchase Flow-Through Shares by December 31, 2024 and, therefore, capital may be returned to Limited Partners

and Limited Partners may be unable to claim anticipated deductions from income for income tax purposes;

(v) Limited Partners may be allocated taxable capital gains by the Partnership, including in connection with a sale of Partnership assets to repay the Loan Facility or Prime Brokerage Facility, without receiving distributions from the Partnership where the Manager determines that it would be disadvantageous to the Partnership to make distributions;

(w) the Partnership may use leverage up to an aggregate amount not exceeding 10% of Gross Proceeds from borrowing, short selling and/or specified derivatives, which will be used for the financing of expenses incurred by the Partnership under this offering in order to maximize the allocation of Gross Proceeds towards the purchase of Flow-Through Shares for the Partnership. There can be no assurance that the leverage strategy employed by the Partnership will enhance returns and it may reduce returns;

(x) there are no assurances that the Mutual Fund Rollover Transaction (as defined below) will occur. In such circumstances, an alternative transaction (including the dissolution of the Partnership) may not be available on a tax-deferred basis or at all, thereby resulting in a Limited Partner's investment becoming illiquid. Should the Mutual Fund Rollover Transaction occur as contemplated and should switching be requested by shareholders of the applicable class of the Mutual Fund, the Mutual Fund may be required to sell investments to accommodate such switch requests;

(y) the restrictions on the deduction of investment expenses (including certain CEE) under the *Taxation Act* (Québec) may limit the tax benefits available for Québec tax purposes to individual Limited Partners who are residents of Québec or liable for Québec taxes if they have insufficient investment income;

(z) Limited Partners remain 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 or discharge liabilities to creditors; and

(aa) while each of the directors and officers of the General Partner, the Manager and the Portfolio Advisor will devote as much time as is necessary for the management of the business and affairs of the General Partner and the Partnership, none will devote his or her full time to the business and affairs of the General Partner or the Partnership.

Tax-Related Risks

Units are most suitable for an investor whose income is subject to the highest marginal income tax rate. Federal or provincial income tax legislation may be amended, or its interpretation changed, so as to alter fundamentally the tax consequences of holding or disposing of Units or the Flow-Through Shares issued to the Partnership.

There is a risk that Resource Companies will not incur and renounce Eligible Expenditures in an aggregate amount equal to the Available Funds, which may adversely affect the return on a Limited Partner's investment in the Units; however, each Resource Company will agree to indemnify each Limited Partner (or the Partnership) for the additional tax payable by the Limited Partner where the Resource Company does not incur Eligible Expenditures in an amount equal to the subscription price for Flow-Through Shares purchased from such Resource Company in such circumstances. There is a further risk that the expenditures incurred by the Resource Companies and renounced to the Partnership may not qualify as Eligible Expenditures, which may adversely affect the return on a Limited Partner's investment in the Units.

If the Partnership were to constitute a "SIFT partnership" within the meaning of the Tax Act, the income tax consequences described under "Income Tax Considerations" would, in some respects be materially and, in some cases, adversely, different.

Should any Limited Partner be a non-resident of Canada at the time of the dissolution of the Partnership, the dissolution may not be effected on a tax-deferred basis.

If any Limited Partner has financed the acquisition of Units with limited recourse indebtedness as defined for purposes of the Tax Act, the amount of expenditures made by the Partnership that are financed by the Loan Facility or Prime Brokerage Facility (including the cost of any securities acquired with funds borrowed under the Loan Facility or Prime Brokerage Facility) generally will be reduced for purposes of the Tax Act, which may result in an increase in the income of the Partnership.

The federal (or Québec) minimum tax may limit tax benefits to Limited Partners who are individuals and certain trusts. The 2023 federal budget announced significant changes to the federal minimum tax for taxation years that begin after 2023, and legislative proposals in respect thereof were released by the Minister of Finance (Canada) on August 4, 2023. Such changes include broadening the minimum tax base, raising the minimum tax exemption amount, and increasing the minimum tax rate. In *Information Bulletin 2023-4*, released June 27, 2023, the Minister of Finance (Québec) announced that the QTA will be harmonized with the minimum tax federal rules, with certain adjustments.

The QTA provides that where an individual taxpayer (including a personal trust) incurs in a given taxation year "investment expenses" in excess of "investment income" earned for that year, such excess shall be included in such taxpayer's income, resulting in an offset of the deduction for the amount of such excess investment expenses. For these purposes, investment income includes taxable capital gains not eligible for the lifetime capital gain exemption. Also for these purposes, investment expenses include certain deductible interest and losses of the Partnership attributed to an individual (including a personal trust) that is subject to income tax in Québec and 50% of CEE renounced to the Partnership and allocated to and deducted for Québec income tax purposes by such Limited Partner, other than CEE incurred in Québec. Accordingly, up to 50% of CEE renounced to the Partnership and allocated to and deducted for Québec income tax purposes by such Limited Partner, other than CEE incurred in Québec, may be included in the Limited Partner's income for Québec income tax purposes if such Limited Partner has insufficient investment income, thereby offsetting such deduction. The portion of the investment expenses (if any) which have been included in the taxpayer's income in a given taxation year may be deducted against investment income earned in any of the three previous taxation years and any subsequent taxation year to the extent investment income exceeds investment expenses for such other year.

The Québec Government has confirmed (in *Information Bulletin 2022-8* dated December 16, 2022 (the "**Bulletin**")) that the Québec tax legislation will be amended so that the treatment of the CMETC for Québec provincial income tax purposes for individuals will be the same as that of the existing 15% ITC. Accordingly, as stated in the Bulletin the CMETC that an individual receives would not be included in income and would not reduce the individual's cumulative Canadian exploration expenses account. Similarly, the amount of the CMETC that an individual receives, is entitled to receive or becomes entitled to receive would not reduce the individual's exploration base relating to certain Québec exploration expenses, for the purposes of the additional deduction in respect of certain exploration expenses incurred in Québec, nor would it reduce the individual's exploration base relating to certain Québec surface mining or oil and gas exploration expenses, for the purposes of the additional deduction in respect of certain surface mining exploration expenses or oil and gas exploration expenses incurred in Québec. The amendments to Québec tax legislation have not been introduced into law, and no assurance can be given that of such amendments will be adopted.

THERE IS A RISK THAT RESOURCE COMPANIES WILL NOT REGISTER WITH THE AGENCE DU REVENU DU QUÉBEC OR WILL NOT MAKE FILINGS WITH THE AGENCE DU REVENUE DU QUÉBEC THAT WOULD OTHERWISE ENTITLE LIMITED PARTNERS WHO ARE RESIDENTS OF QUÉBEC OR LIABLE TO QUÉBEC TAXES TO THE BENEFITS OF THE ELIGIBLE EXPENDITURES RENOUNCED TO THE PARTNERSHIP FOR QUÉBEC TAX PURPOSES. THIS MAY ADVERSELY AFFECT THE RETURN ON INVESTMENT IN THE UNITS MADE BY A LIMITED PARTNER'S WHO IS RESIDENT OF QUÉBEC OR LIABLE TO QUÉBEC TAXES.

DISTRIBUTION POLICY

The Partnership may sell Flow-Through Shares or Other Equity Securities prior to dissolution of the Partnership if the Manager, based on the advice of the Portfolio Advisor, determines it is in the best interest of the Partnership to do so. Subject to compliance with the terms of the Loan Facility or Prime Brokerage Facility, the Manager may make cash

distributions on or before April 25 of each year to Limited Partners who are the registered holders of Units on the preceding December 31 and to the General Partner. Such distributions will not be made to the extent that the Manager determines, in its sole discretion, that it would be disadvantageous for the Partnership to make such distributions (including circumstances where the Partnership lacks the available cash). Subject to the terms of the Partnership Agreement, the General Partner may distribute to the Limited Partners and the General Partner any net cash balances of the Partnership resulting from a sale of Flow-Through Shares or Other Equity Securities prior to the dissolution, as to 99.99% to the Limited Partners in proportion to the Net Asset Value attributable to the applicable class of Units and the number of Units of such class held by each of them as at the close of business on the applicable record date and as to 0.01% to the General Partner.

For each fiscal year of the Partnership, 99.99% of the net income of the Partnership and 100% of the net loss of the Partnership will be allocated among the Limited Partners of record at the end of the fiscal year in proportion to the Net Asset Value attributable to the applicable class of Units and the number of Units of such class held by each of them. See "Attributes of the Securities – Net Income and Loss". The Partnership will make such filings in respect of such allocations as are required by the Tax Act. Limited Partners will be entitled to claim deductions from income for income tax purposes as described under "Income Tax Considerations". The Eligible Expenditures renounced to the Partnership in respect of a fiscal year will be allocated among the Limited Partners of record at the end of the fiscal year in proportion to the number of Units held by each of them.

On a dissolution of the Partnership, the assets of the Partnership will be distributed to the General Partner and the Limited Partners as described in "Termination of the Partnership".

PURCHASES OF SECURITIES

This offering consists of a minimum of 200,000 Units and a maximum of 2,000,000 Units, each at a price of $25.00 per Unit. The Class F Units are designed for fee-based accounts. A subscriber whose subscription has been accepted by the General Partner will become a Limited Partner upon the amendment of the certificate of limited partnership filed under the *Partnership Act* (Alberta). Subscriptions for Units will be received subject to acceptance or rejection by the General Partner in whole or in part and the right is reserved to close the subscription books at any time without notice. The Initial Closing is expected to occur on or about February 22, 2024, but in any event not later than 90 days after the issuance of a receipt for the final prospectus or any amendment to the final prospectus. If the Initial Closing does not occur on or before such date, the offering by the Partnership will be withdrawn and all subscription funds will be returned to investors without interest or deduction. The Initial Closing is conditional upon receipt of subscriptions for the minimum number of Units, as described above. If fewer than the maximum number of Units are subscribed for at the Initial Closing, subsequent closings may be held.

An investor who wishes to subscribe for Units must, subject to a minimum subscription of 100 Units, pay the amount due on closing ($25.00 per Unit subscribed for) either by direct debit from the investor's brokerage account or by cheque made payable to the investor's agent.

Prior to the Initial Closing, all cheques and bank drafts will be held by the Agents. No cheques or bank drafts will be cashed prior to the Initial Closing or any subsequent closing in respect of which the investor's subscription is accepted by the General Partner. Registrations of interests in and transfers of Units will be made only through non-certificated interests issued under the Non-Certificated Inventory System administered by CDS. Non-certificated interests representing the aggregate Units subscribed for under the offering will be recorded in the name of CDS, or its nominee, on the register of the Partnership maintained by TSX Trust Company on the date of each closing. An investor who purchases Units will receive a customer confirmation from the registered dealer from or through which the Units are purchased.

Subscriptions in excess of the minimum subscription of 100 Units ($2,500) may be made in multiples of one Unit ($25.00).

THE ACCEPTANCE BY THE GENERAL PARTNER OF A SUBSCRIBER'S OFFER TO PURCHASE UNITS, WHETHER IN WHOLE OR IN PART, CONSTITUTES A SUBSCRIPTION AGREEMENT BETWEEN THE SUBSCRIBER AND THE PARTNERSHIP UPON THE TERMS AND CONDITIONS SET OUT IN THE PROSPECTUS AND IN THE PARTNERSHIP AGREEMENT, whereby the subscriber, among

other things: (i) consents to the disclosure to, and the collection and use by, the General Partner and its service providers of certain information, including such subscriber's full name, residential address or address for service, social insurance number or the corporation account number, as the case may be, and the name and registered representative number of the representative of the agent responsible for such subscription, for the purpose of administering such subscriber's subscription for Units; (ii) acknowledges that he, she or it is bound by the terms of the Partnership Agreement and is liable for all obligations of a Limited Partner; (iii) makes the representations and warranties, including without limitation, representations and warranties as to his, her or its residency and limited recourse financing, set out in the Partnership Agreement; (iv) irrevocably nominates, constitutes and appoints the General Partner as his, her or its true and lawful attorney with the full power and authority as set out in the Partnership Agreement; (v) irrevocably authorizes the General Partner to effect any transfer of the assets of the Partnership to the Mutual Fund and implement the dissolution of the Partnership in connection with any such transfer of the assets of the Partnership to the Mutual Fund; and (vi) irrevocably authorizes the General Partner to file all elections deemed necessary or desirable by the General Partner to be filed under the Tax Act and any other applicable tax legislation in respect of any transaction with the Mutual Fund or the dissolution of the Partnership. The Partnership Agreement includes representations, warranties and covenants on the part of the subscriber that he, she or it is not a "non-resident" for purposes of the Tax Act, that he, she or it will maintain such status during such time as the Units are held by him, her or it, that the subscriber is not, and will not be, an entity an interest in which is a "tax shelter investment" within the meaning of the Tax Act, that payment of the subscription price for such Limited Partner's Units was not financed through indebtedness for which recourse is or is deemed to be limited within the meaning of the Tax Act and that if the subscriber is a partnership, it is a "Canadian partnership" within the meaning of the Tax Act.

The foregoing subscription agreement will be evidenced by delivery of the prospectus to the subscriber, provided that the subscription has been accepted by the General Partner on behalf of the Partnership. Joint subscriptions for Units will be accepted.

A subscriber whose subscription is accepted by the General Partner will become a Limited Partner upon the amendment of the record of limited partners maintained by the General Partner. If a subscription is withdrawn or is not accepted by the General Partner, all applicable documents will be returned to the subscriber within 15 days following such withdrawal or rejection.

INCOME TAX CONSIDERATIONS

Tax considerations ordinarily make the Units offered hereunder most suitable for those taxpayers 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 as such and on an investor's ability to bear possible loss. Investors acquiring Units with a view to receiving tax advantages should obtain independent tax advice from their own tax advisors.

Introduction

In the opinion of Fasken Martineau DuMoulin LLP, counsel to the Partnership, the General Partner and the Manager, and McCarthy Tétrault LLP, counsel to the Agents (collectively, "**Counsel**"), the following is, as of the date hereof, a summary of the principal Canadian federal income tax consequences pursuant to the Tax Act for a prospective purchaser who acquires Units pursuant to this prospectus. This summary applies only to prospective purchasers who at all times are taxpayers resident in Canada for purposes of the Tax Act and who will hold their Units and any Flow-Through Shares acquired on dissolution of the Partnership as capital property for purposes of the Tax Act, and who pay their subscription price in full when due. This summary assumes that recourse for any financing by a Limited Partner of the subscription price for Units is not limited and is not deemed to be limited within the meaning of the Tax Act. This summary also assumes that each Limited Partner will at all relevant times deal at arm's length, for purposes of the Tax Act, with the Partnership and with each of the Resource Companies with which the Partnership has entered into a Resource Agreement. Provided that a prospective purchaser does not hold Units or Flow-Through Shares in the course of carrying on a business of trading securities and has not acquired Units or Flow-Through Shares as an adventure or concern in the nature of trade, the Units and Flow-Through Shares will generally be considered to be capital property to such purchaser. This summary does not apply to prospective purchasers (i) that are "financial institutions" as defined in subsection 142.2(1) of the Tax Act, (ii) that are "principal-business corporations" within

the meaning of subsection 66(15) of the Tax Act, (iii) 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, (iv) that make a functional currency reporting election under the Tax Act, (v) that are partnerships or trusts, (vi) an interest in which is a "tax shelter investment" as defined in subsection 143.2(1) of the Tax Act, (vii) that are corporations which hold a "significant interest" in the Partnership within the meaning of section 34.2 of the Tax Act, (viii) who enter into a "derivative forward agreement" (as defined in the Tax Act) with respect to the Units, or (ix) that are exempt from tax under the Part I of the Tax Act. This summary does not address the tax consequences associated with holding, converting or disposing of shares of the Mutual Fund that may be received on dissolution of the Partnership. The Partnership is permitted in some circumstances to acquire equity securities of Alternative Flow-Through Companies. Under the provisions of the Tax Act and the Tax Proposals, there are no securities that currently so qualify; and for the purposes of this summary, it is assumed that the Partnership does not acquire any such securities.

This summary assumes that: Flow-Through Shares and Other Equity Securities will be capital property to the Partnership; each of the Limited Partners and the General Partner is, and will be, resident in Canada at all relevant times; interests in the Partnership that represent more than 50% of the fair market value of all interests in the Partnership are not, and will not be, held by "financial institutions", as defined in subsection 142.2(1) of the Tax Act at all relevant times; none of the Limited Partners or any person not dealing at arm's length with a Limited Partner is entitled, whether immediately or in the future and either absolutely or contingently, to receive or obtain in any manner whatsoever, any amount or benefit (other than a benefit described in this prospectus), for the purpose of reducing the impact of any loss that the Limited Partner may sustain by virtue of being a Limited Partner or the holding or disposition of Units; the Partnership is not, and will not be, at any relevant time, a "specified person" within the meaning of subsection 6202.1(5) of the regulations to the Tax Act (the "**Regulations**") in relation to any Resource Company with which it has entered into a Resource Agreement; and "investments" (as defined in subsection 122.1(1) of the Tax Act, which includes the Units) in the Partnership are not, and will not be, listed or traded on a stock exchange or other public market within the meaning of the Tax Act.

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 purchaser of Units. Accordingly, each prospective purchaser of Units should obtain independent advice from his, her or its own tax advisor regarding the income tax consequences of investing in the Partnership based on the purchaser's own particular circumstances.

The income tax consequences to a prospective purchaser of Units will vary depending on a number of factors including whether his, her or its Units and Flow-Through Shares are characterized as capital property, the province in which the purchaser resides, carries on business or has a permanent establishment, the amount that would be the purchaser's taxable income but for the purchaser's interest in the Partnership or the Flow-Through Shares, and the legal characterization of the purchaser as an individual, corporation, trust or partnership.

This summary is based on the current provisions of the Tax Act, the Regulations thereunder and Counsel's understanding of the current publicly available administrative practices of the Canada Revenue Agency ("**CRA**") published in writing by it prior to the date hereof. This summary also takes into account all specific proposals to amend the Tax Act and Regulations publicly announced by the Minister of Finance (Canada) prior to the date hereof and which have not been subsequently withdrawn (collectively, the "**Tax Proposals**"). This summary does not otherwise take into account or anticipate any changes in laws whether by judicial, governmental or legislative decision or action nor does it take into account provincial or foreign income tax legislation or considerations. There is no certainty that the Tax Proposals will be enacted in the form proposed, if at all.

Highlights

These comments must be read in conjunction with the detailed summary of the income tax consequences which follows. In brief, a taxpayer who is a Limited Partner at the end of a fiscal year of the Partnership may deduct in computing his, her or its income for the taxation year in which the fiscal year of the Partnership ends:

(a) an amount equal to 100% of Eligible Expenditures renounced to the Partnership with an effective date in that fiscal year and allocated to the Limited Partner by the Partnership in respect of that fiscal year of the Partnership; and

(b) the Limited Partner's *pro rata* share of any losses of the Partnership incurred for tax purposes in the fiscal year of the Partnership without taking into account the expenditures or deductions referred to above.

A Limited Partner who is an individual (and for greater certainty not a trust) will be entitled to claim a non-refundable investment tax credit (deductible from federal tax otherwise payable) equal to 15% of the CEE that has been so renounced and allocated to the Limited Partner pursuant to a Resource Agreement entered into before April 2024 and that was incurred in respect of qualifying mining exploration activities. However, the amount of such 15% investment tax credit deducted in a taxation year will reduce the Limited Partner's cumulative Canadian exploration expense ("**CCEE**") account in the following year, thereby potentially giving rise to an inclusion in the Limited Partner's income of that amount.

Under the CMETC, certain CEE incurred in connection with the exploration for critical minerals that would otherwise qualify for the 15% ITC instead qualifies for the 30% CMETC.

Status of the Partnership

The Partnership should be viewed as a partnership for purposes of the Tax Act.

Units are not qualified investments for trusts governed by registered retirement savings plans, registered retirement income funds, registered disability savings plans, deferred profit sharing plans, registered education savings plans, tax-free savings accounts or first home savings accounts, and Units should not be held in such plans.

Taxation of the Partnership

The Partnership is not itself a taxable entity.

The Tax Act contains certain rules (the "**SIFT Rules**") that impose a tax on certain publicly listed or traded partnerships at rates of tax comparable to the combined federal and provincial corporate tax. Counsel has been advised by the General Partner that the Units are the only securities in the Partnership and that the Units will not be listed or traded on a stock exchange or other public market. The Partnership should not be subject to the SIFT Rules. If the SIFT Rules were to apply to the Partnership, the tax consequences to the Partnership and Limited Partners would be materially, and in some cases, adversely, different.

The Partnership must compute its income (or loss) in accordance with the provisions of the Tax Act for each of its fiscal years as if it were a separate person resident in Canada without taking into account any deduction in respect of, among other things, CEE. The fiscal year of the Partnership ends on December 31 in each calendar year and a fiscal year of the Partnership will end upon the dissolution of the Partnership.

Taxation of Securityholders

Canadian Exploration Expense

Provided that certain conditions in the Tax Act are fulfilled, the Partnership will be deemed to incur CEE renounced to the Partnership by Resource Companies pursuant to Resource Agreements for the purchase of Flow-Through Shares on the effective date of the renunciation. Provided that certain further conditions in the Tax Act are fulfilled (the "**look-back rules**"), certain CEE incurred or to be incurred in a calendar year pursuant to a Resource Agreement entered into in the previous year may be renounced effective December 31 of the previous year provided that the renunciation is made in January, February or March of the calendar year. Counsel has been advised by the General Partner that the Resource Agreements for the purchase of Flow-Through Shares may permit a Resource Company, where the applicable conditions are satisfied, to incur CEE at any time up to December 31 of a calendar year and to renounce such CEE to the Partnership with an effective date of December 31 of the previous year.

Counsel has been advised by the General Partner that each Resource Agreement for the purchase of Flow-Through Shares will contain covenants and representations of the Resource Company so as to ensure that CEE incurred by the Resource Company in an amount equal to the subscription price payable for the Flow-Through Shares can be

renounced to the Partnership with an effective date of not later than December 31, 2024. The Resource Agreements for the purchase of Flow-Through Shares will generally require that the Resource Companies expend the full amount committed by the Partnership and renounce such expenditures to the Partnership with an effective date of not later than December 31, 2024.

Counsel has been advised by the General Partner that the Resource Agreements for the purchase of Flow-Through Shares will generally provide that, if the Resource Company fails to incur and renounce CEE equal to the subscription price for the Flow-Through Shares, the Partnership or the Limited Partners will be entitled to be indemnified for any additional tax payable by the Limited Partners as a result of such failure of the Resource Company (an "**Indemnity Payment**"). CRA has taken the position that an Indemnity Payment received by a Limited Partner would be included in calculating the Limited Partner's income but the Limited Partner may make an election under subsection 12(2.2) of the Tax Act to exclude it.

If CEE renounced in January, February or March of a calendar year effective December 31 of the previous year pursuant to the look-back rules is not, in fact, incurred in the calendar year by the Resource Company, the Partnership will have its CEE reduced accordingly as of December 31 of the previous calendar year. However, none of the partners of the Partnership will be charged interest on any unpaid tax arising as a result of such reduction until May of the calendar year following that in which the CEE was to have been incurred.

A Limited Partner must be a member of the Partnership at the end of the fiscal year of the Partnership to have any portion of the CEE renounced to the Partnership in that fiscal year allocated to the Limited Partner. A taxpayer does not deduct directly any CEE renounced to the Partnership and allocated to him, her or it in respect of a fiscal year of the Partnership but adds such CEE to his, her or its CCEE account. A Limited Partner's share of CEE incurred by the Partnership in a fiscal year is considered for these purposes to be limited to his, her or its "at risk amount" in respect of the Partnership at the end of the fiscal year. If his, her or its share of CEE is so limited, any excess will be added to his, her or its share, as otherwise determined, of the CEE incurred by the Partnership in its immediately following fiscal year, again subject to the "at-risk amount" limitation discussed below.

A Limited Partner may deduct in computing the Limited Partner's income from all sources for a particular taxation year, such amount as the Limited Partner may claim not exceeding 100% of his, her or its CCEE account at the end of that taxation year. The undeducted balance of a Limited Partner's CCEE account may generally be carried forward indefinitely. A Limited Partner's CCEE account is reduced by CEE deductions claimed in prior years, as well as by deductions of the investment tax credit (described below under "Flow-Through Mining Expenditure Investment Tax Credit") claimed in prior years, and by his, her or its share of any amount that the Partnership received or is entitled to receive as assistance in respect of CEE incurred, or that can reasonably be related to Canadian exploration activities. If, at the end of a taxation year, the reductions in calculating the Limited Partner's CCEE account exceed the balance thereof at the beginning of the year and additions thereto during the year, the excess must be included in computing the Limited Partner's income for that year and the amount of the Limited Partner's CCEE account at the end of the year will be nil.

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

Flow-Through Mining Expenditure Investment Tax Credit

A Limited Partner who is an individual (and for greater certainty not a trust) will be entitled to a non-refundable investment tax credit ("**ITC**") for the individual's 2024 taxation year equal to 15% of certain qualifying types of CEE renounced to the Partnership pursuant to a Resource Agreement made before April 2024 and allocated to the Limited Partner in respect of a fiscal period of the Partnership ending in that taxation year. The 15% ITCs generally may be deducted from federal tax otherwise payable in the taxation year or carried back three years and carried forward for 20 years for deduction against federal tax otherwise payable in such years in accordance with detailed rules in the Tax Act. The types of CEE that will qualify for this 15% ITC are expenses (net of certain assistance payments including provincial government assistance) incurred (or deemed to have been incurred) before 2026 in conducting mining exploration activity from or above the surface of the earth for the purpose of determining the existence, location, extent or quality of a mineral resource in Canada (including a base or precious metal deposit, but not including a coal or oil

sands deposit), but excluding expenses incurred in collecting and testing samples of more than a specified weight, in trenching for the purposes of carrying out such sampling or in the digging of most test pits. The CCEE of a Limited Partner for a taxation year is reduced by the amount of the credit claimed in the preceding taxation year. As discussed above under "Income Tax Considerations – Canadian Exploration Expense", a negative CCEE account balance at the end of a taxation year results in an inclusion in income. Therefore, a Limited Partner who deducts the 15% ITC in 2024 will be required to include in income in 2025 the amount so deducted unless there is a sufficient offsetting balance in his, her or its CCEE account in 2025.

The CMETC is a 30% tax credit applicable to exploration that targets certain specified critical minerals (copper, nickel, lithium, cobalt, graphite, rare earth elements, scandium, titanium, gallium, vanadium, tellurium, magnesium, zinc, platinum group metals and uranium). The CMETC generally follows the rules that apply to the 15% ITC. The CMETC applies to certain expenditures renounced under flow-through share agreements entered into after April 7, 2022, and on or before March 31, 2027. However, expenditures eligible for the 30% CMETC are not also be eligible for the 15% ITC.

Computation of Income of Limited Partners

Each Limited Partner will be required to include in computing his, her or its income or loss for tax purposes for a taxation year, subject to the "at-risk" rules, his, her or its share of the income or loss for each fiscal year of the Partnership ending in, or at the end of, that taxation year, whether or not he, she or it has received or will receive a distribution from the Partnership. The fiscal year of the Partnership ends on December 31 in each calendar year and a fiscal year of the Partnership will end upon the dissolution of the Partnership.

Each Limited Partner will generally be required to file an income tax return reporting his, her or its share of the income or loss of the Partnership. While the Partnership will provide the Limited Partners with information required for income tax purposes pertaining to their investment in Units, the Partnership will not prepare or file income tax returns on behalf of any Limited Partner.

Each person who is a member of the Partnership in a year will also be required to file an information return 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 of the dissolution. A return made by any partner will be deemed to have been made by each member of the Partnership. Under the Partnership Agreement, the General Partner is required to file the necessary information returns.

The income or loss of the Partnership will be computed as if the Partnership were a separate person resident in Canada without taking into account any deduction in respect of, among other things, CEE. 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 of the Partnership at the end of the fiscal year of the Partnership which includes the effective date on which the CEE is renounced and each such Limited Partner will be entitled to deduct directly, and not as part of the computation of the income or loss of the Partnership, in accordance with the provisions of the Tax Act, an amount in respect of such CEE. The income of the Partnership will include the taxable portion of any capital gain that it realizes on a disposition of Flow-Through Shares or Other Equity Securities. The Tax Act deems the cost to the Partnership of any Flow-Through Shares which it acquires to be nil and, therefore, the amount of such capital gain generally will equal the proceeds of disposition of the Flow-Through Shares, net of costs of disposition (and subject to further reduction where it holds Other Equity Securities that are identical to such Flow-Through Shares).

CRA has indicated that although a short sale of shares is generally considered to be on income account, it would consider a short sale entered into in order to hedge a taxpayer's position with respect to identical shares held on capital account to be a short sale that is on capital account. Accordingly, depending on the circumstances, gains or losses realized by the Partnership on short sale transactions may be capital gains or capital losses, although there can be no assurance that, depending on such circumstances, CRA will not regard them as giving rise to gains that are fully includible in the computation of the income of the Partnership.

The Partnership may enter into derivatives solely for hedging purposes. Where a derivative has the effect of eliminating all or substantially all of the Partnership's risk of loss and opportunity for profit in respect of any Flow-Through Shares or other property owned by the Partnership, the Partnership may be deemed to have disposed of such

Flow-Through Shares or property for proceeds equal to their fair market value at the time the derivative agreement is entered into. Any capital gains or other income realized by the Partnership as a consequence of entering into such a derivative will be allocated to the Partners as described above under "Distribution Policy".

The costs associated with the organization of the Partnership are not fully deductible either by the Partnership or the Limited Partners. The organization expenses incurred by the Partnership may be deducted by the Partnership at the rate of 5% per year on a declining balance basis (subject to proration for any short fiscal period in the year in which the Partnership is dissolved).

Counsel has been advised by the General Partner that the Partnership intends to borrow sufficient funds under the Loan Facility or Prime Brokerage Facility to pay certain expenses and fees it will incur in respect of this offering, consisting primarily of expenses of this offering and the Agents' fees. The unpaid principal amount of such borrowing will be deemed to be a limited recourse amount of the Partnership the effect of which will be to reduce, for purposes of the Tax Act, the amount of the otherwise deductible expenses paid with the borrowing by such unpaid principal amount. As a result, the Partnership will not be permitted to deduct any portion of the amount by which such expenses are reduced in computing its income in the year the expenses are incurred. As the principal amount of such borrowing is repaid, the expenditures will be deemed to have been incurred to the extent of the repayment, provided the repayment is not part of a series of loans or other indebtedness. Therefore, such issue expenses and Agents' fees (to the extent they are reasonable in amount) will be deductible as to 20% in the year of repayment, and as to 20% in each of the four subsequent years, prorated for short fiscal 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 deductible by the Partnership. The adjusted cost base of a Limited Partner's Units will be reduced on dissolution of the Partnership by his, her or its share of such expenses.

Subject to the "at-risk" rules, a Limited Partner's share of all the losses of the Partnership from a business or property for any fiscal year may be applied against his, her or its 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, generally may be carried back three years and forward 20 years and applied against taxable income of such other years.

The Tax Act provides that, notwithstanding the income or loss allocation provisions of the Partnership Agreement, any losses of the Partnership from a business or property allocated to a Limited Partner in respect of a fiscal year of the Partnership ending in a taxation year are deductible by such Limited Partner in computing his, her or its income for the taxation year only to the extent that his, her or its "at-risk amount" in respect of the Partnership at the end of the fiscal year exceeds, inter alia, the Limited Partner's share of any CEE incurred by the Partnership in the fiscal year.

Based on the manner in which the Partnership will operate and in which its expenditures will be made and financed as indicated in this prospectus and on the assumption that a Limited Partner pays the full subscription amount for his, her or its Units, the assumptions set out in this prospectus under "Financial Aspects for Limited Partners" and the assumption that recourse for any associated financing of the subscription price of the Units is not limited and is not deemed to be limited, the "at risk" rules should generally not limit a Limited Partner's deduction of his, her or its share of the Partnership's losses or limit the share of CEE incurred by the Partnership which is allocated to him, her or it.

For the purposes of the limited recourse amount rules discussed below, the Tax Act provides that recourse for a financing is generally deemed to be limited unless:

(a) *bona fide* arrangements, evidenced in writing, are made, at the time the indebtedness arises, for repayment of the indebtedness and all interest thereon within a reasonable period not exceeding ten years; and

(b) interest is payable, at least annually, at a rate equal to or greater than the lesser of the prescribed rate of interest under the Tax Act in effect at the time the indebtedness arose, and the prescribed rate of interest applicable from time to time during the term of the indebtedness and such interest is paid by the Limited Partner in respect of the indebtedness not later than 60 days after the end of each taxation year of the Limited Partner.

Recourse for a financing also generally is deemed to be limited where the borrower is a limited partnership.

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

If a Limited Partner finances the acquisition of Units with a financing for which recourse is or is deemed to be limited, the CEE or other expenses incurred by the Partnership may be reduced by the amount of such financing. The Partnership Agreement provides that where 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 financing will 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 will first reduce the amount of the loss that would otherwise be allocated to the Limited Partner who incurs the limited recourse financing.

Income Tax Instalments

Limited Partners who are employees and are required to have income tax withheld at source from their employment income by their employer may prepare a submission to their Tax Services Office of the CRA requesting a reduction in such withholding at source by their employer, which request may be granted at the discretion of the CRA. In this way, Limited Partners may be able to obtain a tax benefit from the investment during the remainder of 2024 after the applicable closing.

Limited Partners who are required to pay income tax on an instalment basis may take into account their share, subject to the "at-risk" rules, of CEE and any loss of the Partnership in determining their instalment remittances.

Disposition of Units

The cost to a Limited Partner of his, her or its Units will be the subscription price paid for such Units and any other cost incurred by him, her or it to acquire Units. The adjusted cost base of his, her or its Units at any time will be reduced by his, her or its share of CEE and any losses of the Partnership allocated to him, her or it for fiscal periods ending before that time (in each case after taking into account the "at-risk" and limited recourse amount rules), and by amounts distributed to him, her or it by the Partnership before such time. The adjusted cost base of a Limited Partner's Units at any time will be increased by any income of the Partnership allocated to him, her or it in respect of such Units, including the full amount of any capital gain realized by the Partnership, for fiscal periods ending before that time. The adjusted cost base of a Limited Partner's Units will be reduced on dissolution of the Partnership by issue expenses of the Partnership that are deductible by the Limited Partner as described above under "Income Tax Considerations – Taxation of Securityholders – Computation of Income of Limited Partners". Where, at the end of a fiscal period of the Partnership, the adjusted cost base to a Limited Partner of a Unit would otherwise become a negative amount, the negative amount is deemed to be a gain from the disposition of the Unit at the end of the fiscal period.

A Limited Partner who disposes of a Unit, including on the dissolution of the Partnership, will realize a capital gain (or capital loss) to the extent that his, her or its proceeds of disposition, net of reasonable costs of disposition, exceed (or are less than) his, her or its adjusted cost base. Generally, one-half of a Limited Partner's capital gain will be a taxable capital gain and must be included in income and one-half of any capital loss will be an allowable capital loss. Generally a Limited Partner must deduct against such taxable capital gain any allowable capital loss for that year and may deduct net capital losses from preceding years and the three following years in accordance with detailed rules in the Tax Act. Generally, where the disposition of the Unit is to a person who is exempt from tax, a non-resident person or certain trusts or partnerships the beneficiaries or members, as the case may be, of which include persons exempt from tax or non-resident persons, a Limited Partner's taxable capital gain will be equal to one-half of such gain attributable to an increase in the value of non-depreciable capital property held by the Partnership or held indirectly by the Partnership through one or more partnerships, plus the whole of the remaining portion of such capital gain.

A Limited Partner that is considering disposing of Units during a fiscal period of the Partnership should obtain tax advice before doing so since ceasing to be a Limited Partner before the end of the Partnership's fiscal period may affect certain adjustments to his, her or its adjusted cost base and his, her or its entitlement to a share of the Partnership's income or loss and CEE incurred in such year.

A Limited Partner that is a Canadian-controlled private corporation (as defined in the Tax Act) may be subject to an additional refundable tax in respect of certain investment income including taxable capital gains. The Tax Proposals propose to extend such liability to additional refundable tax to certain "substantive CCPCs".

Dissolution of the Partnership

The Partnership Agreement provides that in the event a Mutual Fund Rollover Transaction is not undertaken, and unless the date for dissolution is extended, on or about March 31, 2026, the Partnership will be dissolved. If the Partnership transfers its assets to the Mutual Fund in exchange for shares of the Mutual Fund then, provided that appropriate elections under the Tax Act are made and filed in a timely manner, and subject to complying with other requirements set out in the Tax Act, no taxable capital gains will be realized by the Partnership as a result of the transfer. The Mutual Fund generally will be deemed to acquire each asset of the Partnership at a cost equal to its cost amount to the Partnership. Provided that the dissolution of the Partnership takes place within 60 days after the transfer of the assets to the Mutual Fund and certain other requirements in the Tax Act are satisfied, the shares of the Mutual Fund may be distributed to the Limited Partners without a Limited Partner being subject to tax in respect of such transaction and the shares of the Mutual Fund that are so distributed to a Limited Partner will have a cost to the Limited Partner for tax purposes equal to the adjusted cost base of the Units held by the Limited Partner.

If the Partnership does not transfer its assets to the Mutual Fund, the General Partner will instruct the Portfolio Advisor to: (a) take steps to convert all or any part of the assets of the Partnership to cash; (b) pay or provide for the payment of the debts and liabilities of the Partnership, including liquidation expenses and the Performance Bonus; and (c) distribute the remaining assets of the Partnership's investment portfolio as to 0.01% to the General Partner and as to 99.99% among the Limited Partners of record on the date of dissolution, based on the Net Asset Value attributable to the applicable class of Units and the number of Units held by them (a "**Taxable Dissolution**"). Alternatively, the General Partner may, after the payment or provision for the payment of the debts and liabilities of the Partnership, liquidation expenses and the Performance Bonus, distribute an undivided interest in each asset of the Partnership as to 0.01% to the General Partner and 99.99% to the Limited Partners based on the Net Asset Value attributable to the applicable class of Units and the number of Units held as contemplated by subsection 98(3) of the Tax Act on a tax deferred basis and take steps to partition such undivided interests (a "**Subsection 98(3) Dissolution**").

In the event a Taxable Dissolution is undertaken, any gain or loss realized by the Partnership on the disposition of its assets (including gain on the sale of Flow-Through Shares) will be reflected in the income or loss of the Partnership in its final fiscal period and, subject to the detailed rules in the Tax Act, each Limited Partner will be required to include, or potentially be entitled to deduct, such Limited Partner's share of the Partnership's income or loss for its final fiscal period in the taxation year in which the dissolution occurs. A Limited Partner's share of the Partnership's income or loss for its final fiscal period generally will also be reflected in adjustments to the adjusted cost base of the Limited Partner's Units.

On a Taxable Dissolution of the Partnership in this manner, a Limited Partner will be considered to have disposed of such Limited Partner's Units for proceeds of disposition equal to the amount of cash and the fair market value of any assets the Limited Partner receives on the dissolution. The Limited Partner will be deemed to have acquired each share (or other property) received from the Partnership at a cost equal to its fair market value, and the cost of such shares (or other property) will be averaged with the adjusted cost base of all other identical properties held as capital property by the Limited Partner immediately prior to the dissolution for the purpose of determining thereafter the adjusted cost base of each such property.

In the event of a Subsection 98(3) Dissolution, the Partnership will be dissolved, and the General Partner and each Limited Partner will acquire an undivided interest in each asset of the Partnership, including shares of Resource Companies (including Flow-Through Shares) owned by the Partnership. It is assumed that each such share will thereafter be partitioned and each partner will be allocated a *pro rata* share of each such share.

On a Subsection 98(3) Dissolution of the Partnership, if appropriate income tax elections are filed and certain conditions are met including the condition that all of the partners are residents of Canada for purposes of the Tax Act, each Limited Partner will generally be deemed to have disposed of such Limited Partner's Units for proceeds of disposition equal to the greater of: (a) the adjusted cost base thereof; and (b) total of any cash distributed to the Limited Partner and the cost to the Partnership of the property distributed to the Limited Partner. The Limited Partner will

receive such Limited Partner's share of the assets of the Partnership, substantially all of which will then consist of cash and shares of Resource Companies. The cost to a Limited Partner of such Limited Partner's undivided interest in a share of a Resource Company will generally be such Limited Partner's *pro rata* share of the cost to the Partnership of such share.

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. It would be reasonable for such position to extend to warrants to acquire shares, if any, held by the Partnership. However, there can be no assurances in this regard.

Assuming that no shares or warrants of Resource Companies other than Flow-Through Shares are acquired by the Partnership, that no property, other than cash, is distributed to the Limited Partners prior to the dissolution of the Partnership, and that the partition of each Flow-Through Share may be effected on a tax-deferred basis, the Subsection 98(3) Dissolution of the Partnership will generally result in the Limited Partners who acquired their Units pursuant to this offering and who hold such Units as at the date of the dissolution of the Partnership acquiring Flow-Through Shares at a nil cost. The cost of each share (and other property) acquired by the Limited Partner will be averaged with the adjusted cost base of all other identical shares (or other property) held as capital property by the Limited Partner immediately prior to the dissolution for the purpose of determining thereafter the adjusted cost base of each such share (or other property). Consequently, a subsequent disposition of Flow-Through Shares by such a Limited Partner (if the Limited Partner does not own identical property) generally will result in the Limited Partner realizing the whole of the proceeds of disposition as a capital gain.

Alternative Minimum Tax

The Department of Finance released draft legislation for changes to the alternative minimum tax on August 4, 2023. This draft legislation will be effective for taxation years that begin after 2023, if enacted.

The Tax Act requires that individuals (and certain trusts) compute an alternative minimum tax determined by reference to the amount by which the individual's "adjusted taxable income" for the year exceeds his, her or its basic exemption which, in the case of an individual (other than certain trusts), is $40,000 (or, for taxation years commencing after 2023 in the event the Tax Proposals in respect of the minimum tax are enacted, the start of the fourth federal tax bracket, estimated to be approximately $173,000 in respect of 2024). In computing his, her or its adjusted taxable income, a taxpayer must include, among other things, all taxable dividends (without application of the gross-up), and 80% of net capital gains (100% for taxation years commencing after 2023 in the event the Tax Proposals in respect of minimum tax are enacted).Various deductions and credits will be denied including amounts in respect of CEE, any losses of the Partnership and all amounts deductible in computing the individual's income for the year in respect of the Units. A federal tax rate of 15% (20.5% for taxation years commencing after 2023 in the event the Tax Proposals are enacted) is applied to the amount subject to the minimum tax, from which the individual's "basic minimum tax credit for the year" is deducted. Included in the basic minimum tax credit are certain specified personal and other credits available to an individual under the Tax Act as deductions from tax payable for the year (but not investment tax credits). For taxation years commencing after 2023 in the event the Tax Proposals are enacted, only 50% of these specified personal and other credits will be included in calculating a taxpayer's "basic minimum tax credit for the year". Generally, if the minimum tax so calculated exceeds the tax otherwise payable under the Tax Act, the minimum tax will be payable.

Whether and to what extent the tax liability of a particular Limited Partner will be increased as a result of the application of the minimum tax rules will depend on the amount of his or her income, the sources from which it is derived, and the nature and amounts of any deductions he or she claims.

Any additional tax payable by an individual for the year resulting from the application of the minimum tax will be deductible in any of the seven immediately following taxation years in computing the amount that would, but for the minimum tax, be his or her tax otherwise payable for any such year.

Prospective investors are urged to consult their tax advisors to determine the impact of the minimum tax.

Tax Shelter

The federal tax shelter identification number in respect of the Partnership is TS097428 and the Québec tax shelter identification number in respect of the Partnership is QAF-24-02157. The identification number issued for this tax shelter must be included in any income tax return filed by the investor (i.e., Limited Partner). 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.

Counsel has been advised that the General Partner will file all necessary tax shelter information returns and, where applicable, provide each Limited Partner with copies thereof.

Tax Implications of the Partnership's Distribution Policy

The distribution policy of the Partnership is described below under "Attributes of the Securities – Distributions". As described above under "Income Tax Considerations – Taxation of Securityholders – Disposition of Units in the Partnership", distributions will reduce the adjusted cost base of a Limited Partner's Units and where, at the end of a fiscal period of the Partnership, the adjusted cost base to a Limited Partner of a Unit would otherwise become a negative amount, the negative amount is deemed to be a gain from a disposition of the Unit at the end of the fiscal period.

Certain Québec Tax Considerations

In the opinion of Counsel, the following is a summary of certain income tax considerations specific to the Province of Québec based on the current provisions of the QTA, QTA Regulations and counsel's understanding of the current published administrative practices of the Agence du revenu du Québec. This summary also takes into account proposals for specific amendments to the QTA, and QTA Regulations publicly announced by the Minister of Finance (Québec) prior to the date hereof (collectively, the "**Proposed Legislation**"). This summary does not otherwise take into account or anticipate any changes in law, whether by judicial, governmental or legislative decision or action, nor does it take into account provincial, territorial or foreign income tax legislation or considerations. There can be no assurance that the Proposed Legislation will be enacted in the form proposed, if at all.

Certain of the deductions described below may be available to Limited Partners subject to tax in the Province of Québec if a Resource Company makes them available to the Partnership. However, no assurance can be given that a Resource Company will make such additional deductions available to the Partnership.

In computing Québec income taxes, in addition to the base deduction of 100% for CEE, there may be additional special deductions of up to 20% of certain eligible exploration expenses incurred by a qualified corporation for exploration carried out in Québec. This 20% consists (if eligible) of (i) 10% in respect of certain exploration expenses, and (ii) 10% in respect of certain surface mining exploration expenses or oil and gas exploration expenses. Accordingly, an individual or personal trust subject to income tax in Québec who is a Limited Partner at the end of the applicable fiscal year of the Partnership may be entitled to deduct up to 120% of his or her share of certain eligible exploration expenses incurred in Québec by a qualified corporation and renounced by it in favour of the Partnership. A corporation has the option for Québec income tax purposes to utilize the above mentioned flow-through share system or claim a Québec tax credit for its exploration expenses.

Furthermore, provided that certain conditions are fulfilled, the QTA provides for a mechanism to exempt part of the taxable capital gain realized by or attributable to an individual (other than a trust) upon the disposition of a "Resource Property", which defined term should generally include the Units and, provided the required election is made under the QTA, the shares of a Mutual Fund received further to a Mutual Fund Rollover Transaction, as the case may be. This exemption is based on a historical expenditures account (the "**Expenditure Account**") comprising one-half of the CEE incurred in the Province of Québec that gives rise to the first additional 10% deduction for Québec income tax purposes. Upon the sale of the Resource Property, the individual may claim a deduction in computing his or her income in respect of a portion of the taxable capital gain realized that is attributable to the excess of the price paid to acquire the Resource Property over their deemed cost (of nil). In general, the amount of the deduction may not exceed the lesser of (i) such portion of the taxable capital gain realized and (ii) the amount of the Expenditure Account, subject to certain other limits provided under the QTA. Any amount thus used from the Expenditure Account will reduce the

account balance, while any new deduction of CEE incurred in the Province of Québec that gives rise to the first additional 10% deduction for Québec income tax purposes will increase it. The portion of the taxable capital gain represented by the increase in value of the Resource Property over the price paid to acquire the Resource Property will continue to be taxable and will not be eligible for the above-mentioned exemption. Note that each partner of the Partnership will be entitled to benefit from the exemption up to an amount that may reasonably be considered to be the individual's share of the above-mentioned portion of the taxable capital gain.

In computing taxable income for Québec income tax purposes, a Limited Partner that is a corporation subject to income tax in the Province of Québec may be entitled to deduct, in addition to the base deduction of 100% for CEE, an additional deduction of 25% in respect of certain CEE incurred in the "northern exploration zone" in the Province of Québec by a qualified corporation. Accordingly, provided applicable conditions under the QTA are satisfied, a Limited Partner that is a corporation subject to income tax in the Province of Québec may be entitled to deduct up to 125% of its share of certain exploration expenses incurred in the Province of Québec and renounced to the Partnership by a Resource Company that is a qualified corporation for purposes of the QTA.

The QTA provides that where an individual taxpayer (including a personal trust) incurs in a given taxation year "investment expenses" in excess of "investment income" earned for that year, such excess shall be included in such taxpayer's income, resulting in an offset of the deduction for the amount of such excess investment expenses. For these purposes, investment income includes taxable capital gains not eligible for the lifetime capital gain exemption. Also for these purposes, investment expenses include certain deductible interest and losses of the Partnership attributed to an individual (including a personal trust) that is subject to income tax in Québec and 50% of CEE renounced to the Partnership and allocated to and deducted for Québec income tax purposes by such Limited Partner, other than CEE incurred in Québec. Accordingly, up to 50% of CEE renounced to the Partnership and allocated to and deducted for Québec income tax purposes by such Limited Partner, other than CEE incurred in Québec, may be included in the Limited Partner's income for Québec income tax purposes if such Limited Partner has insufficient investment income, thereby offsetting such deduction. The portion of the investment expenses (if any) which have been included in the taxpayer's income in a given taxation year may be deducted against investment income earned in any of the three previous taxation years and any subsequent taxation year to the extent investment income exceeds investment expenses for such other year.

A minimum tax under the QTA may apply under which a basic exemption of $40,000 is available and the net capital gains inclusion rate is 80% and the Québec minimum tax rate is 15%. In *Information Bulletin 2023-4*, released June 27, 2023, the Minister of Finance (Québec) announced that as part of the harmonization with the federal budget, (i) the basic exemption will be increased to $175,000 for the 2024 taxation year, and then automatically indexed annually for 2025 and beyond, (ii) the minimum tax rate will be increased to 19%, and (iii) although there was no specific mention of the net capital gains inclusion rate, the Minister of Finance (Québec) stated that it intends to use parameters similar to those proposed by the federal government, so the net capital gains inclusion rate for minimum tax purposes may be increased to 100%. Taxpayers are urged to consult their tax advisors to determine the impact of the minimum tax.

The Québec Government has confirmed (in *Information Bulletin 2022-8* dated December 16, 2022 (the "**Bulletin**")) that the Québec tax legislation will be amended so that the treatment of the CMETC for Québec provincial income tax purposes for individuals will be the same as that of the existing 15% ITC. Accordingly, as stated in the Bulletin, the CMETC that an individual receives would not be included in income and would not reduce the individual's cumulative Canadian exploration expenses account. Similarly, the amount of the CMETC that an individual receives, is entitled to receive or becomes entitled to receive would not reduce the individual's exploration base relating to certain Québec exploration expenses, for the purposes of the additional deduction in respect of certain exploration expenses incurred in Québec, nor would it reduce the individual's exploration base relating to certain Québec surface mining or oil and gas exploration expenses, for the purposes of the additional deduction in respect of certain surface mining exploration expenses or oil and gas exploration expenses incurred in Québec. The amendments to Québec tax legislation have not been introduced into law, and no assurance can be given that of such amendments will be adopted.

A Limited Partner who is subject to income tax in Québec should consult a tax professional specifically with respect to the Québec provincial tax implications of the purchase of Units.

Exchange of Tax Information

The Tax Act and the Canada-United States Enhanced Tax Information Exchange Agreement ("**Canada U.S. IGA**") contain due diligence and reporting obligations in respect of "U.S. reportable accounts" invested in investment funds such as the Partnership. Limited Partners may be requested to provide information to the General Partner, Manager or registered dealers through which Units are distributed to, among other things, identify U.S. persons holding Units. If a Limited Partner is a U.S. person (including a U.S. citizen) or if a Limited Partner does not provide the requested information and indicia of U.S. status are identified, the Tax Act will generally require information about the Limited Partner's investments to be reported to the CRA. The CRA is expected to provide such information to the U.S. Internal Revenue Service.

The Act also contains rules similar to the foregoing in respect of investors who are not residents of Canada or the U.S. Pursuant to these rules, the Partnership (or dealers through which Limited Partners hold their Units) are required to have procedures in place to identify accounts held by residents of foreign countries (other than the U.S.) or by certain entities the "controlling persons" of which are resident in such foreign countries and to report required information to the CRA. Such information would be exchanged on a reciprocal, bilateral basis with the foreign jurisdictions in which the account holders or such controlling persons are resident. Under these rules, Limited Partners will be required to provide certain information regarding their investment in the Partnership for the purpose of such information exchange.

ONTARIO PROVINCIAL TAX CREDIT

A Limited Partner who is an individual (and for greater certainty not a trust) resident in the Province of Ontario at the end of the Partnership's fiscal year end may apply for a 5% flow-through share tax credit relating to eligible Ontario exploration expenditures.

Eligible Ontario exploration expenditures are generally CEE incurred from or above the surface of the earth for the purpose of determining the existence, location, extent or quality of a mineral resource in the Province of Ontario by a Resource Company with a permanent establishment in the Province of Ontario. In order to be eligible for the Ontario tax credit the Limited Partner must be resident in the Province of Ontario at the end of the taxation year, and be subject to Ontario income tax throughout the taxation year in respect of which the credit is claimed.

The Partnership will provide eligible Limited Partners with the information required to file an application for any provincial tax credits available to such Limited Partner.

In its 2023 Fall Statement, the Ontario government proposed to enhance the credit by expanding eligibility to include specified critical mineral exploration expenditures that are eligible for the federal CMETC and renounced on or after January 1, 2023.

ELIGIBILITY FOR INVESTMENT

In the opinion of Fasken Martineau DuMoulin LLP and McCarthy Tétrault LLP, the Units are not qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, registered disability savings plans, deferred profit sharing plans, registered education savings plans, tax-free savings accounts or first home savings accounts (as such terms are defined in the Tax Act).

ORGANIZATION AND MANAGEMENT DETAILS OF THE PARTNERSHIP

Officers and Directors of the Partnership

The Partnership does not have a separate board of directors or officers. The General Partner is responsible for appointing the Manager and monitoring the activities of the Partnership. The names, municipalities of residence, offices held with the General Partner and principal occupations of the directors and officers of the General Partner are listed in the following table. The backgrounds of such officers and directors are described below.

Name and Municipality of Residence	Position with the General Partner	Current Principal Occupation
JEREMY BRASSEUR Toronto, Ontario	President and Director	Executive Chairman of Middlefield
CRAIG ROGERS Toronto, Ontario	Chief Financial Officer, Senior Vice President and Director	Chief Operating Officer, Chief Compliance Officer and Director of Middlefield Limited
CATHERINE E. REBULDELA Calgary, Alberta	Vice President, Secretary and Director	Vice President of Middlefield Limited

Mr. Rogers was first appointed a director of the General Partner on December 16, 2022, Ms. Rebuldela was first appointed a director of the General Partner on December 22, 2015 and Mr. Brasseur was first appointed a director of the General Partner on September 18, 2023. The term of each director's appointment expires at the next annual meeting of the shareholders of the General Partner.

Jeremy Brasseur is the Executive Chairman and Director of the Manager and Executive Chairman of Middlefield and has been employed by Middlefield since 2002. Mr. Brasseur is responsible for overseeing Middlefield's business operations, including the development and structuring of all of Middlefield's investment funds. Mr. Brasseur is an MBA graduate of the Kellogg School of Management (Northwestern University of Chicago) and the Schulich School of Business (York University).

Craig Rogers is the Chief Operating Officer, Chief Compliance Officer and Director of the Manager and Managing Director of Middlefield Capital Corporation. Mr. Rogers joined Middlefield in 2014 after several years as a Vice President of an independent investment dealer and Chief Financial Officer of a publicly listed investment company. In addition to overseeing the Manager's compliance department, Mr. Rogers is responsible for the day-to-day operations for all of Middlefield's Canadian funds. Mr. Rogers graduated with an Honours Bachelor of Commerce in Finance degree from the University of Ottawa in 2006 and holds the Chartered Professional Accountant, Certified General Accountant, and Chartered Financial Analyst designations.

Catherine E. Rebuldela is a Vice President of the Manager. Ms. Rebuldela is a Certified General Accountant and worked as a Fund Accountant responsible for financial reporting of Middlefield Group's closed-end funds and mutual funds prior to her current position. Ms. Rebuldela, who is a Certified Public Accountant in the Philippines, worked with that country's national tax agency as Supervising Revenue Officer from 1991 to 2005.

Manager of the Partnership

Middlefield Limited is the manager of the Partnership pursuant to the Management Agreement. The municipal address of the Manager is The Well, 8 Spadina Ave., Suite 3100, Toronto, Ontario, M5V 0S8.

The Portfolio Advisor and the Manager are each members of Middlefield Group ("**Middlefield**"). Formed in 1979, Middlefield creates equity income mandates designed to balance risk and return to meet the demanding requirements of Financial Advisors and their clients. These financial products include TSX-Listed IPOs and ETFs, Mutual Funds, Split Share Corporations, Flow Through LPs and Real Estate Investment Funds and Partnerships. Middlefield has approximately 50 employees with offices located in Toronto, Calgary, San Francisco and London, England. Clients include Canadian and international financial institutions, corporations and individuals. Its services are provided in Canada primarily through Middlefield Limited, which is registered as an investment fund manager with the Ontario Securities Commission, and Middlefield Capital Corporation (which is a member of the Canadian Investment Regulatory Organization (CIRO, formerly IIROC), the Canadian organization that regulates investment dealers) and internationally through Middlefield International Limited in London, England (which is registered as a member firm with The Financial Conduct Authority in the United Kingdom). In addition to asset and investment management, the

services provided by Middlefield include corporate finance, financial advisory, real estate investment and property management, and securities placement activities.

Middlefield's role in its fund management business includes the creation and structuring of investment vehicles, the completion of offerings to investors, the identification, selection and monitoring of suitable investments, monitoring regulatory compliance and providing reports to investors on operating and financial performance and for income tax purposes. Middlefield has focused on and developed investment management expertise in real estate, healthcare, equity income securities, sustainable investing as well as natural resources.

Middlefield is an associate member of the Responsible Investment Association ("**RIA**"). The RIA is a national, membership-based organization that is committed to advancing responsible investment, which refers to the incorporation of ESG factors into the selection and management of investments. Membership in the RIA includes asset managers, asset owners, advisors, and service providers who support the mandate of promoting responsible investment in Canada's retail and institutional markets. RIA members collectively manage over $42 trillion in assets. Middlefield believes that the commitment to integrating ESG criteria into investment selection and management across platforms will help deliver better outcomes for our clients and the world.

Middlefield has acted as agent or manager for over $2.5 billion of resource sector investments since commencing activity in this sector in 1983. Middlefield also has developed extensive expertise in the utilization of tax-advantaged forms of investment vehicles such as limited partnerships and flow-through share funds. Middlefield's resource experience includes: the management of 68 past limited partnerships which invested in flow-through shares of resource companies; the management of a co-venture and two limited partnerships which own assets engaged in energy production, exploration and development; the co-founding of Morrison Middlefield Resources Limited and the management of several open-end and closed-end funds which focus on the resource sector.

Middlefield believes that it enjoys an excellent reputation and track record within the resource industry which allows it to source quality Flow-Through Share issues on behalf of its resource funds and limited partnerships.

Duties and Services to be Provided by the Manager

Pursuant to the Management Agreement, the Manager has agreed to manage certain aspects of the day-to-day operations and other activities of the Partnership, including implementing the Portfolio Advisor's investment decisions on behalf of the Partnership. See "Organization and Management Details of the Partnership – Details of the Management Agreement" below.

Details of the Management Agreement

Pursuant to the Management Agreement, the Manager will be responsible for the management of the operations and affairs of the Partnership, and for making all decisions regarding the conduct of the business of the Partnership, all in accordance with the Management Agreement and the Partnership Agreement.

The Management Agreement will terminate on the earlier of: (i) March 31, 2026, or such earlier or later date as the Partnership may be dissolved in accordance with the terms and conditions of the Partnership Agreement; or (ii) the removal of the General Partner as general partner of the Partnership pursuant to Article XVIII of the Partnership Agreement.

The Manager may terminate the Management Agreement if the Partnership or the General Partner is in material breach or default of any provision of the Management Agreement and, if capable of being cured, such breach or default has not been cured within 30 days of written notice of such breach or default given by the Manager to the Partnership or General Partner, as applicable.

The General Partner may terminate the Management Agreement if the Manager (i) is in material breach or default of any provision of the Management Agreement and, if capable of being cured, the breach or default has not been cured within 30 days of written notice of such breach or default given to the Manager by the General Partner, (ii) ceases to carry on business or an order is made or an effective resolution is passed for the winding-up, dissolution or liquidation

of the Manager, or (iii) becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of the Manager or a substantial portion of its assets.

Upon termination of the Management Agreement by the Manager or the General Partner as described above, the General Partner will appoint one or more successor managers to carry out the activities of the Manager under the Management Agreement.

Pursuant to the Management Agreement, the Manager will be entitled to receive a fee per annum based on the Net Asset Value. The Manager may contract with a person (which may include an affiliate of the Manager) to carry out the duties of the Manager under the Management Agreement and the Partnership Agreement, and to delegate to such person the powers and authority of the Manager needed to carry out such duties, but no such contract or delegation will relieve the Manager of any of its obligations under the Management Agreement or the Partnership Agreement. The Management Agreement provides that the Manager is under no obligation to recommend any transaction for the Partnership for which the Manager would be required to bear the associated costs and expenses.

Officers and Directors of the Manager

The names, municipalities of residence, offices held with the Manager and principal occupations of the directors and officers of the Manager are listed in the following table. The backgrounds of Mr. Orrico, Mr. Brasseur and Mr. Rogers are described below.

Name and Municipality of Residence	Position with the Manager	Current Principal Occupation
DEAN ORRICO Vaughan, Ontario	President, Chief Executive Officer, Ultimate Designated Person and Director	President and Chief Executive Officer of Middlefield Capital Corporation
JEREMY BRASSEUR Toronto, Ontario	Executive Chairman and Director	Executive Chairman of Middlefield
CRAIG ROGERS Toronto, Ontario	Chief Operating Officer, Chief Compliance Officer and Director	Chief Operating Officer, Chief Compliance Officer and Director of Middlefield Limited

Mr. Orrico, Mr. Brasseur and Mr. Rogers were all first appointed as directors of the Manager on July 14, 2021. The term of each director's appointment expires at the next annual meeting of the shareholders of the Manager.

Dean Orrico is the President, Chief Executive Officer, Ultimate Designated Person and Director of the Manager and is the President and Chief Executive Officer of Middlefield Group and has been employed by Middlefield since 1996. Mr. Orrico is responsible for overseeing the business development and expansion of Middlefield's asset management business and is lead manager of Middlefield's real estate strategies. Mr. Orrico is an MBA graduate of the Schulich School of Business (York University).

Jeremy Brasseur see above under "Organization and Management Details of the Partnership – Officers and Directors of the Partnership".

Craig Rogers see above under "Organization and Management Details of the Partnership – Officers and Directors of the Partnership".

Ownership of Securities of the Partnership and of the Manager

The directors and officers of the Manager do not own, of record or beneficially, in aggregate, greater than 10% of the voting or equity securities of the Partnership. The directors and executive officers of the Manager do not own of record or beneficially, any common shares of the Manager or the Portfolio Advisor.

Portfolio Advisor

Middlefield Capital Corporation (the "**Portfolio Advisor**"), a member of Middlefield Group, acts as the advisor to the Partnership in respect of investment decisions pursuant to the Advisor Agreement. The Portfolio Advisor was incorporated under the *Canada Business Corporations Act* on November 3, 1986 and is registered as an investment dealer in Alberta, Ontario and Nova Scotia.

The employees of the Portfolio Advisor who are primarily involved in the provision of services by the Portfolio Advisor to the Partnership, including managing the Partnership's investment portfolio are described below.

Name and Municipality of Residence	Position with the Portfolio Advisor and Principal Occupation
DENNIS DA SILVA Brampton, Ontario	Senior Portfolio Manager
ROBERT F. LAUZON, CFA Toronto, Ontario	Chief Investment Officer and Managing Director, Trading

Dennis da Silva is Senior Portfolio Manager of Middlefield Capital Corporation and has been employed by Middlefield since 1995. He is the lead manager on a number of Middlefield's resource focused investment funds, having managed over $1.5 billion in flow-through limited partnerships. With over 25 years of experience in the resource sector, Mr. da Silva has developed excellent relationships with a large number of Canadian resource companies. Mr. da Silva is an MBA graduate of the Schulich School of Business (York University).

Robert F. Lauzon is Chief Investment Officer and Managing Director, Trading of Middlefield Capital Corporation and has been employed by Middlefield Capital Corporation since 2002. Mr. Lauzon is the lead portfolio manager on a number of investment funds, including funds focusing on the infrastructure, consumer and technology sectors. Mr. Lauzon is an MBA graduate of the Rotman School of Management (University of Toronto) and holds the Chartered Financial Analyst designation.

Details of the Advisor Agreement

The Portfolio Advisor will provide investment advice in respect of the selection of Resource Companies in which the Partnership invests and regarding the Partnership's investment portfolio in a manner consistent with the investment objectives and strategies of the Partnership pursuant to the Advisor Agreement. The services to be provided by the Portfolio Advisor pursuant to the Advisor Agreement will include providing investment management advice to the Partnership, including advice in respect of securities selection for the Partnership's investment portfolio in a manner consistent with the investment objectives, strategies and criteria of the Partnership, and such decisions will be implemented by the Manager. In the purchase and sale of securities for the Partnership, the Manager will seek to obtain overall services and prompt execution of orders on favourable terms.

Under the Advisor Agreement, the Portfolio Advisor is required to act at all times on a basis which is fair and reasonable to the Partnership, to act honestly and in good faith with a view to the best interests of the Partnership and, in connection therewith, to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances. The Advisor Agreement provides that the Portfolio Advisor will not be liable in any way for any default, failure or defect in any of the securities of the Partnership, nor will it be liable if it has satisfied the duties and standard of care, diligence and skill set forth above. The Portfolio Advisor may, however, incur liability in cases of wilful misconduct, bad faith, negligence, fraud, disregard of the Portfolio Advisor's standard of care or material breach or default by the Portfolio Advisor of its obligations under the Advisor Agreement.

The Advisor Agreement will terminate on the earlier of: (i) March 31, 2026 or such earlier or later date as the Partnership may be dissolved in accordance with the terms and conditions of the Partnership Agreement; or (ii) the removal of the General Partner as general partner of the Partnership pursuant to Article XVIII of the Partnership Agreement.

The Portfolio Advisor may terminate the Advisor Agreement if the Partnership is in material breach or default of any provision of the Advisor Agreement and, if capable of being cured, such breach or default has not been cured within 30 days of written notice of such breach or default given by the Portfolio Advisor to the Manager.

The Manager, on behalf of itself and the Partnership, may terminate the Advisor Agreement if the Portfolio Advisor (i) is in material breach or default of any provision of the Advisor Agreement, which includes a breach of the covenant that it is registered as an investment dealer under the *Securities Act* (Alberta), the *Securities Act* (Ontario) and the *Securities Act* (Nova Scotia), and, if capable of being cured, the breach or default has not been cured within 30 days of written notice of such breach or default given to the Portfolio Advisor by the Manager, (ii) ceases to carry on business or an order is made or an effective resolution is passed for the winding-up, dissolution or liquidation of the Portfolio Advisor, or (iii) becomes bankrupt or insolvent or makes a general assignment for the benefit of its creditors or a receiver is appointed in respect of the Portfolio Advisor or a substantial portion of its assets.

Upon termination of the Advisor Agreement by the Portfolio Advisor or Manager as described above, the Manager will appoint one or more successor investment advisors to carry out the activities of the Portfolio Advisor under the Advisor Agreement.

The Portfolio Advisor is entitled to fees for its services under the Advisor Agreement as described under "Fees and Expenses – Management and Portfolio Advisor Fees" and will be reimbursed by the Partnership for all reasonable costs and expenses incurred by the Portfolio Advisor on behalf of the Partnership. In addition, the Portfolio Advisor and its directors, officers, employees and agents, will be indemnified by the Partnership for all liabilities, costs and expenses incurred in connection with any action, suit or proceeding that is proposed or commenced, or other claim that is made against it or any of its officers, directors, employees or agents, in the exercise of its duties as an investment advisor, except those resulting from the Portfolio Advisor's wilful misconduct, bad faith, negligence, fraud, disregard of the Portfolio Advisor's standard of care or a material breach or default by the Portfolio Advisor of its obligations under the Advisor Agreement.

Registration Status

Middlefield is currently undertaking a reorganization of its regulatory affairs pursuant to which Middlefield Limited intends to become registered as an adviser in the category of "portfolio manager" and as an exempt market dealer in Ontario, Alberta, Quebec, Nova Scotia, and Newfoundland and Labrador, while continuing its current registration as an investment fund manager in Ontario, Alberta, Quebec, and Newfoundland and Labrador. It is also expected that certain individuals registered as advising representatives of Middlefield Capital Corporation will transfer their registrations to Middlefield Limited once it is registered as a portfolio manager and exempt market dealer. At the same time, Middlfield Capital Corporation will transfer its rights, duties and obligations under the Advisory Agreement to Middlefield Limited.

Conflicts of Interest

The General Partner made the decision to create the Partnership and distribute its Units pursuant to this prospectus and, together with the Agents, determined the terms of this offering. The General Partner also is an affiliate of Middlefield Capital Corporation, which is acting as the Portfolio Advisor. The General Partner holds a 0.01% interest in the Partnership pursuant to the terms of the Partnership Agreement. The General Partner will not subscribe for nor hold any Units in respect of such interest. The Portfolio Advisor is engaged in a wide range of investment management, investment advisory and other business activities. The services of the Portfolio Advisor rendered under the Advisor Agreement are not exclusive and nothing in the Advisor Agreement prevents the Portfolio Advisor or any of its affiliates from providing similar services to other limited partnerships and other clients (whether or not their investment objectives, strategies or criteria are similar to those of the Partnership) or from engaging in other activities. The Portfolio Advisor's investment advice on the purchase and sale of securities in the Partnership's investment portfolio will be made independently of its investment advice for its other clients and independently of its own investments. On occasion, however, the Portfolio Advisor may recommend the same investment for the Partnership and for one or more of its other clients. If the Partnership and one or more of the other clients of the Portfolio Advisor are engaged in the purchase or sale of the same security, the transactions will be effected on an equitable basis. The General Partner and Middlefield Capital Corporation are members of Middlefield. Middlefield, its directors and senior officers and other partnerships managed by Middlefield may own shares in certain Resource Companies. In addition,

certain directors and officers of Middlefield may be or may become directors of certain Resource Companies in which the Partnership invests. Except as disclosed herein, neither the General Partner nor Middlefield Capital Corporation will receive any benefit in connection with this offering. Middlefield acts and may in the future act as investment manager for a number of funds and limited partnerships that engage or may engage in the same business activities or pursue the same investment opportunities as the Partnership. Certain conflicts may arise from time to time in the management of such funds or limited partnerships and in assessing suitable investment opportunities.

Middlefield Capital Corporation is entitled to fees for acting as Portfolio Advisor pursuant to the Advisor Agreement, as described under "Fees and Expenses – Management and Portfolio Advisor Fees" and may receive brokerage commissions or other fees in connection with portfolio transactions. In addition, Middlefield Capital Corporation may participate as an investment dealer in the placement of shares for various companies on a private placement basis, including Flow-Through Shares to the Partnership and, in the ordinary course of doing so, may receive fees from Resource Companies for such services. Services provided by Middlefield Capital Corporation as dealer in connection with such private placements may include due diligence investigations on Resource Companies. All of the Partnership's investment opportunities will be evaluated on their respective merits in accordance with the fiduciary duty owed by Middlefield Capital Corporation to the Partnership pursuant to the Advisor Agreement and without regard to whether Middlefield Capital Corporation would receive fees from Resource Companies in its capacity as an investment dealer in connection therewith. In all cases, any fees payable to Middlefield Capital Corporation as an investment dealer would be paid by the Resource Company rather than by the Partnership. Any fees which Middlefield Capital Corporation may receive from Resource Companies in connection with such private placements to the Partnership will be subject to Independent Review Committee approval. There is no percentage limit on the Available Funds that may be invested pursuant to such private placements and the amount of fees, if any, which may be received by Middlefield Capital Corporation in connection therewith will not be known until a particular investment opportunity arises.

See "Relationship Between Partnership and Agents".

Independent Review Committee

The Manager has established an independent review committee for the Partnership (the "**Independent Review Committee**") in compliance with National Instrument 81-107 – *Independent Review Committee for Investment Funds* ("**NI 81-107**"). The Independent Review Committee is comprised of four members, each of whom is independent. The Independent Review Committee deals with conflict of interest matters presented to it by the Manager in accordance with NI 81-107. The Manager is required under NI 81-107 to identify conflicts of interest inherent in its management of the Partnership and the other investment funds managed by it, and request input from the Independent Review Committee on how it manages those conflicts of interest. NI 81-107 also requires the Manager to establish written policies and procedures outlining its management of those conflicts of interest. The Independent Review Committee will provide its recommendations or approvals, as required, to the Manager with a view to the best interests of the Partnership. The Independent Review Committee will report annually to Limited Partners as required by NI 81-107. The reports of the Independent Review Committee will be available free of charge from the Manager on request by contacting the Manager at invest@middlefield.com and will be posted on the Manager's website at www.middlefield.com.

The compensation and other reasonable expenses of the Independent Review Committee will be paid *pro rata* out of the assets of the Partnership, as well as out of the assets of the other investment funds managed by Middlefield Limited or an affiliate for which the Independent Review Committee acts as the independent review committee. The annual fee payable to the members of the Independent Review Committee is currently $110,000 in the aggregate plus $1,500 per Independent Review Committee member per meeting. Expenses of the Independent Review Committee, which may include premiums for insurance coverage, legal fees, travel expenses and reasonable out-of-pocket expenses, are also the responsibility of the investment funds managed by Middlefield Limited or an affiliate, including the Partnership. See "Fees and Expenses – Expenses of the Issue and Operating Expenses".

The members of the Independent Review Committee do not own, of record or beneficially, in aggregate, greater than 10% of the voting or equity securities of the Partnership. The members of the Independent Review Committee do not own, of record or beneficially, in aggregate, any of the common shares of the Manager or of the Portfolio Advisor.

The Manager has appointed the following members to the Independent Review Committee:

Edward V. Jackson is Chairman of the Independent Review Committee. He was Managing Director and Co-Head of the Investment Funds Group, RBC Capital Markets until December 31, 2015 and was President and CEO of Advantage Preferred Share Trust, a TSX listed closed-end fund from 2011-2015. Mr. Jackson currently sits on the Advisory Board of Enertech Capital and is a member of the Hearing Committee of the Canadian Investment Regulatory Organization (CIRO, formerly IIROC).

George S. Dembroski was Vice Chairman of RBC Dominion Securities Limited until January 31, 1998. Mr. Dembroski holds the Chartered Professional Accountant designation.

H. Roger Garland was Vice Chairman of Four Seasons Hotels Inc., having joined the company in 1981 as Senior Vice President, Finance. Prior to Four Seasons, he was Vice President, Corporate Banking with Citibank, N.A. in Canada and Switzerland. Mr. Garland sits on the boards of several companies. Mr. Garland also holds the Chartered Professional Accountant designation.

Christine H. Tekker is currently the Senior Vice President, Lending of Infrastructure Ontario and a Part-Time Lecturer for York University's Schulich School of Business MBA program. She was previously Managing Director and Head of Portfolio Management, Corporate Banking of Bank of Tokyo – Mitsubishi Canada. Prior to that she was Managing Director and Head of Canadian Credit, Risk Management as well as Managing Director, Industrial/Consumer Fixed Income for Manulife Corporation.

Custodian

RBC Investor Services Trust (the "**Custodian**") will be appointed custodian of the assets of the Partnership and may employ sub-custodians as considered appropriate in the circumstances. The address of the Custodian is 335 8th Ave. S.W., 23rd Floor, Calgary, Alberta, T2P 1C9. Pursuant to an agreement (the "**Custodian Agreement**"), the Custodian will provide safekeeping and custodial services in respect of the assets of the Partnership.

The Partnership will pay the Custodian customary custodianship fees for its services. The Custodian Agreement may be terminated by either party on 60 days' notice, and immediately by either party on written notice if:

(a) either party is declared bankrupt or becomes insolvent;

(b) the assets or the business of either party becomes liable to seizure or confiscation by any public or governmental authority;

(c) the Manager's powers and authorities to act on behalf of or represent the Partnership have been revoked or terminated; or

(d) the Custodian ceases to be qualified under the guidelines set out in the Custodian Agreement.

Independent Auditor

The independent auditor of the Partnership is Deloitte LLP. The address of the auditor is Suite 200, Bay Adelaide Centre, 22 Adelaide Street West, Toronto, Ontario M5H 0A9. In the event the independent auditor of the Partnership is changed without the approval of the Limited Partners, the Partnership will send to the Limited Partners a written notice advising of the change in independent auditor at least 60 days prior to the effective date of the change.

Transfer Agent and Registrar

TSX Trust Company will act as transfer agent and registrar for the Partnership at its principal office in Toronto, Ontario.

Valuation Agent

Pursuant to a valuation services agreement to be entered into on or before the date of the Initial Closing, RBC Investor Services Trust will be appointed by the Manager as the valuation agent of the Partnership. The valuation agent will provide, among other things, valuation services to the Partnership by calculating the Net Asset Value in the manner described under the heading "Calculation of Net Asset Value".

The Promoter

The General Partner may be considered as a promoter of the Partnership by reason of its initiative in forming and establishing the Partnership and taking the steps necessary for the public distribution of the Units. The General Partner also acts as general partner and thereby receives certain remuneration as described herein. The General Partner will not receive any other benefits, directly or indirectly, from the issuance of Units offered hereunder other than as described under "Interests of Management and Others in Material Transactions" and "Fees and Expenses".

Performance of Prior Partnerships

The following is a summary of the performance of the prior MRF limited partnerships (the "**Prior Partnerships**") that have terminated since 1999, which have generated an average after-tax return of 35% and an average pre-tax return of -17% since that time. Affiliates and former affiliates of the General Partner have acted as the general partners of the Prior Partnerships having investment objectives and strategies substantially similar to those of the Partnership.

For illustrative purposes, the following table sets out the historical gross proceeds raised, net asset value, after-tax rate of return and annualized rate of return calculated on the basis of certain assumptions that are set out in the notes to the table. The after-tax rates of return in the table assume that a limited partner is an individual resident in the Province of Ontario who is subject to the highest marginal tax rate. It is assumed that an investor is able to fully deduct the original amount invested against income for income tax purposes and the subsequent disposition of an investment will result in a capital gain. The difference in the tax treatment of deducting against income and inclusion as capital gain at more favourable effective marginal tax rates has the effect of reducing the break-even proceeds of disposition. The actual after-tax rates of return may be different. Actual after-tax rates of return for a limited partner may vary depending on the limited partner's province of residence, date of disposition, marginal tax rates, receipt of distribution, actual capital gain inclusion and actual deductions or credits received.

Historical performance of the Prior Partnerships may not be indicative of how the Partnership will perform in the future.

Table 1: Prior MRF Limited Partnerships[(1)]

Name of Partnership	Gross Proceeds Raised ($ millions)	Net Asset Value Per Unit on Dissolution ($)	Before-Tax Rate of Return on Dissolution	Before-Tax Annualized Rate of Return on Dissolution	After-Tax Rate of Return on Dissolution[(2)(3)]	After-Tax Annualized Rate of Return on Dissolution[(2)(3)]
MRF 1999 Limited Partnership	25.0	24.14	-3%	-2%	63%	32%
MRF 1999 II Limited Partnership	18.4	35.51	42%	29%	117%	76%
MRF 2000 Limited Partnership	24.0	24.02	-4%	-2%	45%	24%
MRF 2001 Limited Partnership	33.0	22.91	-8%	-4%	36%	17%
MRF 2001 II Limited Partnership	12.0	27.73	11%	5%	69%	28%
MRF 2002 Limited Partnership	30.0	24.35	-3%	-1%	52%	26%
MRF 2002 II Limited Partnership	20.0	31.27	25%	11%	113%	42%
MRF 2003 Limited Partnership	33.6	26.10	4%	2%	66%	33%
MRF 2003 II Resource Limited Partnership	40.0	32.30	29%	12%	102%	37%
MRF 2004 Resource Limited Partnership	55.0	28.66	15%	8%	77%	36%
MRF 2005 Resource Limited Partnership	55.0	23.07	-8%	-4%	41%	18%
MRF 2006 Resource Limited Partnership	125.0	15.29	-39%	-21%	-7%	-3%
MRF 2006 II Resource Limited Partnership	50.0	12.44	-50%	-26%	-24%	-11%
MRF 2007 Resource Limited Partnership	90.0	9.78	-61%	-37%	-41%	-23%
MRF 2007 II Resource Limited Partnership	50.0	11.51	-54%	-31%	-30%	-15%
MRF 2008 Resource Limited Partnership	60.0	22.76	-9%	-5%	39%	20%
MRF 2009 Resource Limited Partnership	37.0	36.05	44%	24%	134%	65%
MRF 2010 Resource Limited Partnership	50.0	20.39	-18%	-11%	25%	13%
MRF 2011 Resource Limited Partnership	60.0	10.89	-56%	-36%	-33%	-19%
MRF 2012 Resource Limited Partnership	60.0	20.08	-20%	-10%	23%	11%
MRF 2013 Resource Limited Partnership	40.0	16.36	-35%	-19%	5%	3%

MRF 2014 Resource Limited Partnership	56.0	8.52	-66%	-40%	-47%	-26%
MRF 2015 Resource Limited Partnership	56.0	14.29	-43%	-26%	-14%	-8%
MRF 2016 Resource Limited Partnership	26.5	15.61	-38%	-24%	6%	3%
MRF 2017 Resource Limited Partnership	35.0	10.89	-56%	-37%	-24%	-14%
MRF 2018 Resource Limited Partnership	25.0	10.33	-58%	-38%	-22%	-13%
MRF 2019 Resource Limited Partnership	15.0	25.66	3%	1%	108%	51%
MRF 2020 Resource Limited Partnership	13.5	30.09	20%	24%	142%	184%
MRF 2021 Resource Limited Partnership	27.5	11.84	-53%	-33%	-4%	-2%

Name of Partnership	Final Closing Date	Dissolution Date
MRF 1999 Limited Partnership	June 29, 1999	April 10, 2001
MRF 1999 II Limited Partnership	December 17, 1999	April 30, 2001
MRF 2000 Limited Partnership	June 29, 2000	April 1, 2002
MRF 2001 Limited Partnership	July 5, 2001	June 26, 2003
MRF 2001 II Limited Partnership	December 20, 2001	January 30, 2004
MRF 2002 Limited Partnership	July 18, 2002	May 18, 2004
MRF 2002 II Limited Partnership	December 12, 2002	February 1, 2005
MRF 2003 Limited Partnership	July 8, 2003	April 15, 2005
MRF 2003 II Resource Limited Partnership	November 3, 2003	February 1, 2006
MRF 2004 Resource Limited Partnership	May 31, 2004	April 5, 2006
MRF 2005 Resource Limited Partnership	April 26, 2005	May 15, 2007
MRF 2006 Resource Limited Partnership	March 31, 2006	May 8, 2008
MRF 2006 II Resource Limited Partnership	September 27, 2006	February 2, 2009
MRF 2007 Resource Limited Partnership	April 30, 2007	May 15, 2009
MRF 2007 II Resource Limited Partnership	October 18, 2007	December 3, 2009
MRF 2008 Resource Limited Partnership	May 16, 2008	March 19, 2010
MRF 2009 Resource Limited Partnership	May 27, 2009	February 7, 2011
MRF 2010 Resource Limited Partnership	April 29, 2010	February 6, 2012
MRF 2011 Resource Limited Partnership	April 21, 2011	March 12, 2013
MRF 2012 Resource Limited Partnership	April 17, 2012	April 15, 2014
MRF 2013 Resource Limited Partnership	April 26, 2013	April 14, 2015
MRF 2014 Resource Limited Partnership	April 29, 2014	June 8, 2016
MRF 2015 Resource Limited Partnership	April 29, 2015	March 13, 2017
MRF 2016 Resource Limited Partnership	April 27, 2016	February 7, 2018
MRF 2017 Resource Limited Partnership	April 27, 2017	February 14, 2019
MRF 2018 Resource Limited Partnership	April 26, 2018	March 10, 2020
MRF 2019 Resource Limited Partnership	April 30, 2019	February 3, 2021
MRF 2020 Resource Limited Partnership	April 28, 2020	March 3, 2021
MRF 2021 Resource Limited Partnership	April 9, 2021	February 15, 2023

(1) For Prior Partnerships with multiple classes of units that have terminated, the historical performance is based on the Class A or CEE units of the respective partnerships, as applicable, other than gross proceeds raised, which is based on a combination of all classes of units sold.

(2) The after-tax return, after deducting capital gains tax on redemption, has been calculated assuming (a) the initial amount invested was fully deducted by investors for income tax purposes in the year of investment; (b) a limited partner is an individual resident in the Province of Ontario and was subject to the then-highest combined federal and provincial marginal tax rate; and (c) each unit has an adjusted cost base of nil.

(3) For Prior Partnerships that have terminated, the after-tax return is calculated using each fund's respective investment period, which is defined as the period from the fund's final closing date to its dissolution.

CALCULATION OF NET ASSET VALUE

The net asset value of each class of Units of the Partnership (the "**Net Asset Value**") will be calculated by subtracting the aggregate amount of the Partnership's liabilities (in respect of a particular class) from the aggregate of the Partnership's assets (in respect of a particular class). The Net Asset Value will be calculated at 4:00 p.m. (Toronto time), at a minimum, once each week and on any other date on which the Manager, in its sole discretion, determines to have the Net Asset Value calculated.

Valuation Policies and Procedures of the Partnership

The Partnership's assets will be valued in accordance with the following principles:

(a) the value of any cash on hand or on deposit, bills and demand notes, accounts receivable, prepaid expenses, cash received (or declared to holders of record on a date before the date as of which the

Net Asset Value is being determined and to be received) and interest accrued and not yet received, will be deemed to be the full amount thereof, unless the Manager has determined that any such deposit, bill, demand note or account receivable is not worth the full amount thereof, in which case the value thereof will be deemed to be such value as the Manager determines to be the fair value thereof;

(b) the value of any security which is listed or traded upon a stock exchange will be determined by taking the last closing price, or lacking any recent sales or any record thereof, the simple average of the latest available ask price and the latest available bid price (unless in the opinion of the Manager such value does not reflect the value thereof and in which case the latest ask price or bid price will be used, as determined by the Manager), as at the date on which the Net Asset Value is being determined, all as reported by any means in common use or by using such prices as may be prescribed by applicable rules or regulations (including pursuant to Canadian generally accepted accounting principles if so required);

(c) any market price reported in currency other than Canadian dollars will be translated into Canadian currency at the prevailing rate of exchange, as determined by the Manager at the time of valuation;

(d) the value of any securities traded over-the-counter will be the average of the latest bid and ask prices quoted by a major dealer in such securities;

(e) the value of any restricted securities (including securities subject to any hold period) will be the lesser of:

(i) the value thereof based on reported quotations in common use; and

(ii) the product of (A) the market value of securities of the same class, the trading of which is not restricted or limited by reason of any representation, undertaking or agreement or by law, and (B) the Partnership's acquisition cost per security divided by the market value of such security at the time of acquisition, provided that a gradual taking into account of the actual value of the securities may be made where the date on which the restrictions will be lifted is known; and

(f) except as otherwise expressly provided, assets (including securities of private companies) for which no published market exists will be valued at fair market value which typically would be cost unless a different fair market value is determined by the Manager and the Portfolio Advisor.

If an investment cannot be valued under the foregoing rules or if the foregoing rules are at any time considered by the Manager to be inappropriate under the circumstances, then, notwithstanding such rules, the Manager will make such valuation as it considers fair and reasonable and, if there is an industry practice, in a manner consistent with industry practice for valuing such investment. Certain determinations made by the valuation agent in calculating the Net Asset Value in accordance with the foregoing will require prior consultation with and/or agreement of the Manager.

Reporting of Net Asset Value

The Net Asset Value per Class A Unit and/or Class F Unit can be obtained at no cost by visiting the Manager's website at www.middlefield.com or by contacting the Partnership during business hours (Toronto time) at 416-362-0714 or toll free at 1-888-890-1868. The Net Asset Value will be disclosed on a monthly basis.

ATTRIBUTES OF THE SECURITIES

Description of the Securities Distributed

A full copy of the limited partnership agreement dated December 21, 2023 governing the Partnership (the "**Partnership Agreement**") is available as indicated under "Material Contracts". The following is a summary only and each investor is encouraged to obtain and read a copy of the Partnership Agreement.

The rights and obligations of the Limited Partners and the General Partner are governed by the laws of the Province of Alberta and the Partnership Agreement.

A subscriber whose subscription is 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, the interest of the sole Limited Partner as at the date hereof, namely Middlefield Group Limited, will be redeemed by the Partnership in the amount of its capital contribution of $10.

To become a Limited Partner, a subscriber must acquire 100 or more Units in the Partnership. The Partnership is offering Class A Units and Class F Units. Joint subscriptions for Units will be accepted. Fractional Units will not be issued. A subscriber who subscribes for Units, among other things: (i) consents to the disclosure to, and the collection and use by, the General Partner and its service providers of certain information, including such subscriber's full name, residential address or address for service, social insurance number or the corporation account number, as the case may be, for the purpose of administering such subscriber's subscription for Units; (ii) acknowledges that he, she or it is bound by the terms of the Partnership Agreement and is liable for all obligations of a Limited Partner; (iii) makes certain representations and warranties as to his, her or its residency and limited recourse financing as set out in the Partnership Agreement; and (iv) irrevocably nominates, constitutes and appoints the General Partner as his, her or its true and lawful attorney with the full power and authority as set out in the Partnership Agreement. The Partnership Agreement includes representations, warranties and covenants on the part of the subscriber that he, she or it is not a "non-resident" and if a partnership, is a "Canadian partnership" for purposes of the Tax Act, the subscriber is not, and will not be, an entity an interest in which is a "tax shelter investment" within the meaning of the Tax Act, that he, she or it will maintain such status during such time as Units are held by him, her or it and that payment of the subscription price for the Limited Partner's Units was not financed through indebtedness for which recourse is or is deemed to be limited within the meaning of the Tax Act. For these purposes, the Tax Act provides that recourse for a financing is generally deemed to be limited unless: (a) *bona fide* arrangements, evidenced in writing, are made, at the time the indebtedness arises, for repayment of the indebtedness and all interest thereon within a reasonable period not exceeding ten years; and (b) interest is payable, at least annually, at a rate equal to or greater than the lesser of the prescribed rate of interest under the Tax Act in effect at the time the indebtedness arose, and the prescribed rate of interest applicable from time to time during the term of the indebtedness and such interest is paid by the Limited Partner in respect of the indebtedness not later than 60 days after the end of each taxation year of the Limited Partner. Recourse for a financing of a subscriber also generally is deemed to be limited where the subscriber is a limited partnership. The General Partner has the right to require Limited Partners who are non-residents to sell their Units to residents of Canada. In the event a Limited Partner refuses to comply with such a request, the General Partner will have the right to sell such Limited Partner's Units or to purchase such Units on behalf of the Partnership at fair market value. The Partnership Agreement also limits the number of Units that may be held by financial institutions (as that term is defined in subsection 142.2(1) of the Tax Act).

Each Class A Unit entitles the holder to the same rights and obligations as a holder of any other Class A Unit, and each Class F Unit entitles the holder to the same rights and obligations as a holder of any other Class F Unit. 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. See "Securityholder Matters – Meetings of Securityholders". 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. See "Termination of the Partnership".

Net Income and Loss

For each fiscal year of the Partnership, 99.99% of the net income of the Partnership and 100% of the net loss of the Partnership will be allocated among the Limited Partners of record at the end of the fiscal year in proportion to the Net Asset Value attributable to the applicable class of Units and the number of Units of such class held by each of them. 0.01% of the net income of the Partnership for each fiscal year of the Partnership will be allocated to the General Partner. The General Partner will not subscribe for nor hold any Units in respect of such allocation.

Taxable income (or loss) generally will be allocated in the same manner.

Allocation of Eligible Expenditures

The Eligible Expenditures renounced to the Partnership in respect of a fiscal year will be allocated among the Limited Partners of record at the end of the fiscal year in proportion to the number of Units held by each of them. The Partnership will make such filings in respect of such allocations as are required by the Tax Act.

Distributions

The Manager, on behalf of the Partnership, may sell Flow-Through Shares or Other Equity Securities prior to dissolution of the Partnership if the Manager determines it is in the best interest of the Partnership to do so. Subject to compliance with the terms of the Loan Facility or Prime Brokerage Facility, the Manager may make cash distributions on or before April 25 of each year to Limited Partners who are the registered holders of Units on the preceding December 31 and to the General Partner. Such distributions will not be made to the extent that the Manager determines, in its sole discretion, that it would be disadvantageous for the Partnership to make such distributions (including circumstances where the Partnership lacks the available cash). Subject to the terms of the Partnership Agreement, the General Partner may distribute to the Limited Partners and the General Partner any net cash balances of the Partnership resulting from a sale of Flow-Through Shares or Other Equity Securities prior to the dissolution, as to 99.99% to the Limited Partners in proportion to the Net Asset Value attributable to the applicable class of Units and the number of Units of such class held by each of them as at the close of business on the applicable record date and as to 0.01% to the General Partner.

Functions and Powers of the General Partner

The General Partner has exclusive authority to appoint the Manager and, in the absence of such an appointment, to manage the operations and affairs of the Partnership and to exercise oversight over the Manager and has the authority to monitor the activities of the Partnership, to bind the Partnership and to admit Limited Partners. 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 prudent and qualified administrator. 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 Partnership Agreement. In addition, the Partnership cannot sell all or substantially all of its assets out of the ordinary course of business or pursuant to a merger, combination or similar transaction with any entity that is not managed by, or whose general partner is not, an affiliate of Middlefield without the consent of the General Partner.

The General Partner will have the power, without the approval of the Limited Partners, to appoint any affiliate of Middlefield as the general partner of the Partnership, and such party will assume the obligations of the General Partner under the Partnership Agreement, by transferring its interest in the Partnership, to such affiliate of Middlefield. In addition, in the event the Manager ceases to act as manager under the Management Agreement, the General Partner will have the power, without the approval of the Limited Partners and subject to applicable law, to act as manager of the Partnership itself or to appoint any affiliate of Middlefield as the manager of the Partnership, and such party will assume the obligations of the Manager under the Management Agreement.

The General Partner will 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 will 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.

The Partnership Agreement provides that the General Partner will be irrevocably authorized to transfer the assets of the Partnership to the Mutual Fund and implement the dissolution of the Partnership in connection with any such transfer and to file all elections under applicable income tax legislation in respect of any such transfer or the dissolution of the Partnership.

The Partnership Agreement provides that if the General Partner becomes aware that the beneficial owners of 45% or more of the Units then outstanding are, or may be, financial institutions (as defined in subsection 142.2(1) of the Tax

Act (a "**financial institution**")) or that such a situation is imminent, among other rights set forth in the Partnership Agreement, the General Partner has the right to refuse to issue Units or register a transfer of Units to any person unless that person provides a declaration that it is not a financial institution.

The General Partner may require those Limited Partners who are non-residents of Canada for the purposes of the Tax Act (including partnerships that are not "Canadian partnerships" within the meaning of the Tax Act) to sell their Units to residents of Canada. In the event that a Limited Partner fails to comply with such a requirement, the General Partner will 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 General Partner may reject subscriptions for Units under which information required under the Canada-U.S. IGA and the Tax Act has not been provided and redeem Units of Limited Partners that do not provide information required under the Canada-U.S. IGA and 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 or affairs of the Partnership or may be liable to third parties as a result of false statements in the public filings made pursuant to the *Partnership Act* (Alberta). Limited Partners also may lose the protection of limited liability if the Partnership carries on business in a provincial or territorial jurisdiction of Canada which does not recognize the limited liability conferred under the *Partnership Act* (Alberta).

The General Partner will 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 act or omission of such Limited Partner. **However, the General Partner has limited 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 subscribed by him, her or it. 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 or discharge the liabilities to creditors who extend credit or whose claims otherwise arose before such distributions.

Transfer of Units

Only whole Units are transferable. No transfer of Units will be effective or recognized by the registrar and transfer agent unless (i) a transfer form in the form annexed as Schedule B to the Partnership Agreement has been duly completed and signed by the Limited Partner, as transferor, and by the transferee and delivered to the registrar and transfer agent, and (ii) the Partnership record is amended to show the transferee as a Limited Partner. The transferee, by executing the transfer: (a) acknowledges that he, she or it has reviewed and agreed to be bound by the terms of the Partnership Agreement and is liable for all obligations of a Limited Partner; (b) makes certain representations and warranties as to residency and limited recourse financing as set out in the Partnership Agreement; and (c) irrevocably ratifies and confirms the power of attorney given to the General Partner pursuant to the Partnership Agreement. The Partnership Agreement includes representations, warranties and covenants on the part of the transferee that (i) the transferee is not a 'non-resident' and if a partnership, is a "Canadian partnership" for purposes of the Tax Act and will maintain such status during such time as Units are held by such transferee, (ii) the transferee is not a corporation which is a "principal-business corporation" as defined in subsection 66(15) of the Tax Act that intends (either by itself or through a related corporation for the purposes of subsections 251(2) or 251(3) of the Tax Act) to incur Eligible Expenditures in Canada (such corporations being "**Principal-Business Corporations**"), (iii) the transferee is not a person that does not deal at arm's length within the meaning of the Tax Act with any Principal-Business Corporation, and (iv) the transferee is not, and will not be, an entity an interest in which is a "tax shelter investment" within the

meaning of the Tax Act, and will maintain such status during such time as Units are held by such transferee, and (v) the transferee's acquisition of the Units was not, and will not be, financed through indebtedness for which recourse is or is deemed to be limited within the meaning of the Tax Act and the General Partner may deny the transfer of Units in any situation where the foregoing is not the case. There is no market through which the Units may be sold and none is expected to develop. Investors may find it difficult or impossible to sell their Units. The registrar and transfer agent will deny the transfer of Units to a "non-resident" within the meaning of the Tax Act or to a transferee who has financed the acquisition of any Units through indebtedness for which recourse is or is deemed to be limited within the meaning of the Tax Act, will deny the transfer of Units to transferees who are identified only by nominee names and may, in certain circumstances, deny the transfer of Units to a "financial institution" within the meaning of the Tax Act. Pursuant to the provisions of the Partnership Agreement, when the transferee has been registered as a Limited Partner in the record of limited partners maintained by the General Partner, the transferee of Units will become a party to the Partnership Agreement and will be subject to the obligations and entitled to the rights of a Limited Partner under the Partnership Agreement. A transferor of Units will remain liable to reimburse to the Partnership any amounts distributed to him, her or it by the Partnership which may be necessary to restore the capital of the Partnership to the amount existing immediately prior to such distribution, if the distribution resulted in a reduction of the capital of the Partnership and the incapacity of the Partnership to pay its debts as they became due or discharge the liabilities to creditors who extend credit or whose claims otherwise arose before such distributions.

Amendments

Material amendments to the Partnership Agreement may be made only with the consent of the Limited Partners given by extraordinary resolution passed by holders of not less than 66⅔% of the outstanding Units voting thereon, and any other amendments to the Partnership Agreement may be made only with the consent of the Limited Partners given by resolution passed by holders of more than 50% of the outstanding Units voting thereon. However, no amendment can be made to the Partnership Agreement which would have the effect of reducing the interest in the Partnership of the Limited Partners, changing the liability of any Limited Partner, allowing any Limited Partner to participate in the control of the business of the Partnership, changing the right of a Limited Partner to vote at any meeting, changing the Partnership from a limited partnership to a general partnership or, except in connection with a change in the General Partner, reducing the fees payable or expenses reimbursable to the General Partner or its share of the net income or assets of the Partnership. In addition, other than in connection with a sale, transfer or exchange of all or substantially all of the assets of the Partnership to the Mutual Fund, no amendment can be made to the Partnership Agreement which would have the direct or indirect effect of permitting or causing the Partnership to sell all or substantially all of its assets out of the ordinary course of business or pursuant to a merger, combination or similar transaction with any entity that is not managed by, or whose general partner is not, an affiliate of Middlefield, unless the General Partner, in its sole discretion, consents. Limited Partners may remove the General Partner by extraordinary resolution and appoint a new General Partner by ordinary resolution.

The General Partner may, without the approval of or notice to the Limited Partners and notwithstanding the foregoing, amend the Partnership Agreement for certain limited purposes specified therein, including to:

(a) remove any conflicts or other inconsistencies which may exist between any terms of the Partnership Agreement and any provisions in this prospectus or any provisions of any law or regulation applicable to or affecting the Partnership;

(b) make any change or correction in the Partnership Agreement which is of a typographical nature or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission, mistake or manifest error contained therein;

(c) bring the Partnership Agreement into conformity with (i) applicable laws, rules and policies of Canadian securities regulators or (ii) current practice within the securities or investment fund industries, provided that any amendment contemplated by (ii) does not adversely affect the pecuniary value of the interests of the Limited Partners;

(d) change the name of the Partnership; or

(e) provide added protection or benefit to the Limited Partners.

Power of Attorney

The Partnership Agreement includes an irrevocable power of attorney coupled with an interest authorizing the General Partner on behalf of the Limited Partners, among other things, to execute the Partnership Agreement, any amendments to the Partnership Agreement and all instruments necessary to reflect the dissolution of the Partnership and partition of assets distributed to Partners on dissolution, as well as any elections, determinations or designations under the Tax Act or taxation legislation of any province with respect to the affairs of the Partnership or a Limited Partner's interest in the Partnership including elections under subsections 85(2) and 98(3) of the Tax Act and the corresponding provisions of applicable provincial legislation in respect of the dissolution of the Partnership. **By subscribing for the Units, each subscriber acknowledges and agrees that he, she or it, and if a partnership, each of the members thereof, has given such power of attorney and will ratify any and all actions taken by the General Partner pursuant to such power of attorney.**

SECURITYHOLDER MATTERS

Meetings of Securityholders

The General Partner may at any time convene a meeting of the Limited 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, in the case of a meeting regarding matters affecting both classes of Units, 30% or more of the aggregate Units outstanding, or in the case of a meeting regarding matters affecting only one class, 30% or more of the Units outstanding of the applicable class. At a meeting of Partners, each Limited Partner entitled to vote thereat is entitled to one vote for each Unit held. Limited Partners of a class shall vote separately as a class on any matter before the meeting if that class is affected by the matter in a manner different from Limited Partners of the other class. 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 represented by proxy and holding at least 5% of the Units outstanding or, if the matter affects one class, 5% of the Units outstanding of that class, except for purposes of passing an extraordinary resolution to remove or terminate the General Partner as general partner or manager of the Partnership in which case such persons must hold or represent at least 50% of the Units outstanding and entitled to vote thereon. If a quorum is not present at a meeting within 30 minutes after the time fixed for the meeting, the meeting, if convened pursuant to a request of Limited Partners, will be cancelled, but otherwise will be adjourned to another day, not less than 10 days nor more than 21 days later, selected by the General Partner and notice by press release will be given to the Limited Partners of the reconvening of such adjourned meeting. A quorum at the reconvening of any adjourned meeting will consist of the Limited Partners then present in person or represented by proxy. The General Partner in respect of Units held by it, if any, insiders, as such expression is defined in the *Securities Act* (Alberta), and affiliates of the General Partner and any director or officer of such persons, if any, who hold Units will not be entitled to vote on any extraordinary resolution to be adopted by the Limited Partners. A resolution in writing signed by Limited Partners holding that number of Units which represent, in the aggregate, not less than the minimum number of votes that would be necessary to carry the resolution at a meeting of Limited Partners is as valid as if it had been passed at a meeting of Limited Partners.

Matters Requiring Securityholder Approval

The following matters require the approval of the Limited Partners given by extraordinary resolution at a meeting of the Partnership:

(a) the waiver of any default on the part of the General Partner on such terms as may be determined and the release of the General Partner from any claims in respect thereof;

(b) the approval of any material amendment to the Partnership Agreement, including without limitation, to change the nature of the business permitted to be carried on by the Partnership (except for certain amendments described under "Attributes of the Securities – Amendments");

(c) approval of the sale of all or substantially all of the assets of the Partnership, other than pursuant to the Mutual Fund Rollover Transaction;

(d) the compelling of the General Partner on behalf of the Partnership to enforce any obligation or covenant on the part of any Limited Partner; and

(e) the extension of the term of the Partnership.

In addition, the Limited Partners may from time to time, advise as to the management of the Partnership's business, including as to any transaction proposed to be made outside the normal course of business of the Partnership, provided that this advice is not binding on the Manager, General Partner, Limited Partners or the Partnership and will be advisory only.

Reporting to Securityholders

The Partnership's fiscal year will be the calendar year. The Manager, on behalf of the Partnership, will file and deliver to each Limited Partner, as applicable, such financial statements (including interim unaudited and annual audited financial statements) and other reports as are from time to time required by applicable law. The annual audited financial statements and the unaudited interim financial statements will be accompanied by an annual or interim management report of fund performance, as applicable.

Middlefield Fund Management Limited, an affiliate of the General Partner, has obtained a discretionary order from securities regulatory authorities exempting the Partnership, among others, from requirements to, among other things, prepare an annual information form pursuant to section 9.2 of National Instrument 81-106 – *Investment Fund Continuous Disclosure* ("**NI 81-106**").

The Manager will, by March 31 of each year, send to each Limited Partner of record on December 31 of the preceding year information in a suitable form to enable the Limited Partner to complete his, her or its federal and provincial income tax reporting relating to his, her or its interest in the Partnership.

In addition, the Manager will ensure that the Partnership complies with all other reporting and administrative requirements.

The Manager will keep adequate books and records reflecting the activities of the Partnership. A Limited Partner or his, her or its duly authorized representative will have the right to examine the books and records of the Partnership during normal business hours at the offices of the Manager. Notwithstanding the foregoing, a Limited Partner will not have access to any information which, in the opinion of the Manager acting reasonably, should be kept confidential in the interests of the Partnership.

TERMINATION OF THE PARTNERSHIP

Unless dissolved earlier in accordance with the terms of the Partnership Agreement, the Partnership will continue until March 31, 2026. The dissolution of the Partnership may be extended to a later date by extraordinary resolution of the Limited Partners or to a date not later than July 31, 2026, at the discretion of the Manager. The Manager will give not less than 15 days' prior written notice by press release to the Limited Partners of any proposed dissolution of the Partnership.

Upon the dissolution of the Partnership, the Manager will, after payment or provision for the payment of the debts and liabilities of the Partnership and liquidation expenses, distribute the property of the Partnership to the General Partner and the Limited Partners as described below.

To provide enhanced liquidity through the ability to redeem shares of the Mutual Fund at net asset value and to provide the potential for long term growth of capital, it is the current intention of the Manager that the Partnership will enter into an agreement with the Mutual Fund, a mutual fund corporation, whereby assets of the Partnership would be exchanged on a tax-deferred basis for redeemable shares of one of the classes of the Mutual Fund selected by the Portfolio Advisor, on or about February 28, 2026 (the "**Mutual Fund Rollover Transaction**"). The Manager may in its sole discretion elect to accelerate the liquidity event of the Partnership, if the Manager determines that the Partnership has successfully accomplished its objectives and it determines that doing so would be in the best interests of the Limited Partners. Holders of Class A Units and Class F Units will respectively receive Series A shares or Series

F shares of the applicable class of the Mutual Fund. In the foregoing circumstances, the Partnership will be dissolved immediately following the Mutual Fund Rollover Transaction and the Limited Partners would then receive their *pro rata* share of the shares of that series of that class of the Mutual Fund. The cost to a Limited Partner of shares of the Mutual Fund acquired on the Mutual Fund Rollover Transaction may be nominal. In considering whether to enter into any arrangement with the Mutual Fund, the Manager and the Portfolio Advisor will consider, among other things, whether (a) based on the prospects of the Resource Companies at the time of the proposed arrangement, it would be in the best interests of the Limited Partners for the Manager to enter the arrangement, and (b) given the size of the investment by the Partnership in the Resource Companies at the time of the arrangement, it is prudent, in the best judgment of the manager of the Mutual Fund, for the shares of the Resource Companies to be transferred to the Mutual Fund. The Mutual Fund Rollover Transaction may be effected through an agreement with a mutual fund corporation managed by the Manager other than Middlefield Mutual Funds Limited, in which case the provisions of the Mutual Fund Rollover Transaction described herein would apply to such other Mutual Fund, *mutatis mutandis*.

While the Mutual Fund Rollover Transaction may constitute a "conflict of interest matter" for purposes of NI 81-107, the Independent Review Committee has provided the Manager with a standing approval authorizing the Manager to effect rollover transactions, which approval would include the Mutual Fund Rollover Transaction. The Partnership has been advised that the Mutual Fund will seek Independent Review Committee review and approval of the Mutual Fund Rollover Transaction at the time of the rollover transaction.

In accordance with NI 81-102, the approval of the Limited Partners will not be required in order to complete the Mutual Fund Rollover Transaction. Limited Partners will be sent a written notice at least 60 days before the effective date of the Mutual Fund Rollover Transaction. In addition, it is anticipated that the Mutual Fund Rollover Transaction will be exempt from the requirement to obtain regulatory approval. The completion of the transfer agreement between the Partnership and the Mutual Fund would be subject to the receipt of any other approvals that may be necessary. The entering into of the transfer agreement is also conditional upon the assets of the Partnership being consistent with the investment objectives and guidelines of the Mutual Fund. **There can be no assurance that any such arrangement will be entered into or that it will receive the necessary approvals.**

In the event that the foregoing arrangement between the Partnership and the Mutual Fund is not established, the Partnership will be dissolved and the General Partner will instruct the Portfolio Advisor to: (a) take steps to convert all or any part of the assets of the Partnership to cash; (b) pay or provide for the payment of the debts and liabilities of the Partnership, including liquidation expenses and the Performance Bonus; and (c) distribute the remaining assets of the Partnership as to 0.01% to the General Partner and as to 99.99% among the Limited Partners of record on the date of dissolution, based on the Net Asset Value attributable to the applicable class of Units and the number of Units held by them. Alternatively, if the General Partner elects to undertake a Subsection 98(3) Dissolution, the General Partner may, after the payment or provision for the payment of the debts and liabilities of the Partnership, liquidation expenses and the Performance Bonus, distribute an undivided interest in each asset of the Partnership as to 0.01% to the General Partner and 99.99% to the Limited Partners based on the Net Asset Value attributable to the applicable class of Units and the number of Units held by them.

In the event the Subsection 98(3) Dissolution is undertaken, the holders of Units may receive an undivided interest in assets held as part of the investment portfolio, including shares of Resource Companies and other property.

Immediately thereafter, the undivided interest in each property will be partitioned and Limited Partners will receive shares of Resource Companies and other property in proportion to their former interests in the Partnership. The General Partner will then request that the transfer agent for each Resource Company provide the Manager with individual share certificates registered in the name of each Limited Partner for each Resource Company. The share certificates registered in the names of the Limited Partners will then be transmitted to the Limited Partners.

The General Partner has been granted all necessary power and authority, on behalf of the Partnership and each Limited Partner, to transfer the assets of the Partnership to the Mutual Fund and implement the dissolution of the Partnership thereafter and to file all elections deemed necessary or desirable by the General Partner to be filed under the Tax Act and any other applicable tax legislation in respect of any transaction with the Mutual Fund or the dissolution of the Partnership, without any authorization by the Limited Partners in respect thereof other than the irrevocable authorization of the General Partner to do so given by each Limited Partner pursuant to the subscription agreement

described herein under "Purchases of Securities" and the power of attorney described herein under "Attributes of the Securities".

USE OF PROCEEDS

The Partnership intends to use the total proceeds from the sale of Units approximately as follows:

	Maximum Offering	Minimum Offering
Net Proceeds		
Gross Proceeds	$50,000,000	$5,000,000
Agents' Fees[(1)]	$(2,875,000)	$(287,500)
Offering Expenses[(1)]	$(500,000)	$(100,000)
Net Proceeds to the Partnership	$46,625,000	$4,612,500
Available Funds		
Net Proceeds to the Partnership	$46,625,000	$4,612,500
Proceeds from the Loan Facility or Prime Brokerage Facility[(1)]	$3,375,000	$387,500
2024 Partnership fees and expenses[(2)]	($1,104,349)	($222,574)
Available Funds	$48,895,651	$4,777,426

(1) The Agents' fees are 5.75% of the subscription price of each Class A Unit sold and 2.25% of the subscription price of each Class F Unit sold. The expenses of issue, excluding the Agents' fees, which are payable by the Partnership are estimated at $500,000 in the case of the maximum offering and $100,000 in the case of the minimum offering. Expenses of this offering, excluding the Agents' fees, in excess of (i) 2.5% of Gross Proceeds for Gross Proceeds up to $15,000,000, (ii) 2.0% of Gross Proceeds for Gross Proceeds between $15,000,001-$30,000,000, and (iii) 1.5% of Gross Proceeds for Gross Proceeds in excess of $30,000,000, will be borne by the General Partner or the Manager. These amounts payable by the Partnership, which will be paid from funds made available under the Loan Facility or Prime Brokerage Facility, are not deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending December 31, 2024, except to the extent that any amount borrowed for such purpose is repaid and within the limits prescribed in the Tax Act. See "Fees and Expenses – Expenses of the Issue and Operating Expenses" and "Fees and Expenses – Loan Facility or Prime Brokerage Facility".

(2) The Partnership's ongoing fees and expenses for the 2024 calendar year have been estimated by the Partnership and include the management and advisor fees payable assuming all Units sold are Class A Units, interest costs and administrative costs that are payable and expected to be fully deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending December 31, 2024. The Partnership will fund ongoing fees and expenses from either amounts reserved from the Gross Proceeds or the proceeds of the sale of Flow-Through Shares held by the Partnership. See "Fees and Expenses – Expenses of the Issue and Operating Expenses".

The Partnership will use the funds available to the Partnership to: (i) subscribe for Flow-Through Shares and Other Equity Securities; and (ii) fund those ongoing management and advisor fees, interest costs and administrative costs that are payable and expected to be fully deductible in computing income of the Partnership pursuant to the Tax Act for the fiscal period ending on December 31, 2024. See "Investment Strategies" for a description of the factors and constraints to be considered by the Manager and the Portfolio Advisor in entering into Resource Agreements.

The proceeds from the sale of the Units will be paid to the Partnership, deposited in its bank account and administered on behalf of the Partnership by the Manager. The Manager will invest that portion of the funds of the Partnership not yet expended from time to time in money market instruments which are accorded the highest rating category by either of Standard & Poor's, a division of The McGraw-Hill Companies, Inc., or DBRS Limited, in the Middlefield High Interest Income Class of the Mutual Fund or in interest-bearing accounts of Canadian chartered banks or trust companies with assets in excess of $15 billion.

The Manager will implement the Portfolio Advisor's investment decisions on behalf of the Partnership, which may involve the sale of Flow-Through Shares and Other Equity Securities and the reinvestment of the net proceeds from such dispositions.

RESOURCE AGREEMENTS

The Manager, on behalf of the Partnership, will enter into Resource Agreements. Each Resource Agreement for the purchase of Flow-Through Shares will set forth, among other things:

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

(b) the information to be transmitted by the Resource Company to the Partnership; and

(c) the undertakings, representations, warranties and covenants of the Resource Company.

In the event that a Resource Company is unable to incur sufficient expenditures to enable it to issue the maximum number of Flow-Through Shares issuable to the Partnership pursuant to the Resource Agreement for such Flow-Through Shares, the Partnership may invest all or any portion of the unexpended Available Funds that have been committed to that Resource Company to purchase common shares or warrants issued by it or make an investment in any other Resource Company if, in the opinion of the Manager that is based on the advice of the Portfolio Advisor: (i) it is in the best interests of the Partnership to do so; and (ii) making such an investment would be consistent with the investment objectives, investment strategies and investment criteria of the Partnership. The securities acquired by the Partnership may or may not constitute Flow-Through Shares.

The Partnership will initially subscribe for Flow-Through Shares on or before December 31, 2024 in contemplation of the Resource Companies incurring Eligible Expenditures and renouncing Eligible Expenditures in an amount equal to the subscription price of the Flow-Through Shares to the Partnership, with an effective date no later than December 31, 2024. The Resource Agreements may include rights of termination in favour of the Partnership and the Resource Companies that may be exercised in specified circumstances. See "Risk Factors – Tax-Related Risks".

PLAN OF DISTRIBUTION

Pursuant to an agency agreement ("**Agency Agreement**") dated January 30, 2024 among CIBC World Markets Inc., RBC Dominion Securities Inc., BMO Nesbitt Burns Inc., National Bank Financial Inc., Scotia Capital Inc., TD Securities Inc., Richardson Wealth Limited, Manulife Wealth Inc., iA Private Wealth Inc., Canaccord Genuity Corp., Echelon Wealth Partners Inc., Raymond James Ltd. and Wellington-Altus Private Wealth Inc. (collectively, the "**Agents**"), as agents, the General Partner, the Manager, the Portfolio Advisor and the Partnership, the Agents have agreed to offer the Units for sale on a best efforts basis if, as and when issued by the Partnership, in accordance with the terms and conditions of the Agency Agreement. It is expected that the Initial Closing of the issue of Units will take place on or about February 22, 2024 but, in any event, not later than 90 days after the issuance of a receipt for the final prospectus or any amendment to the final prospectus. The Initial Closing is conditional upon receipt of subscriptions for the minimum number of Units (200,000 Units – $5,000,000). The Agents will hold funds received from subscribers. If fewer than the maximum number of Units is subscribed for at the Initial Closing, subsequent closings may be held within 90 days after the issuance of a receipt for the final prospectus or any amendment to the final prospectus. Unless an amendment to the final prospectus is filed, if the Initial Closing has not occurred within 90 days after the issuance of a receipt for the final prospectus, the offering by the Partnership will be withdrawn and the subscription price will be held in trust by the applicable Agent and will be returned to the subscribers without interest or deduction.

The offering price of the Units will be $25.00 per Unit, subject to a minimum subscription of 100 Units. The price per Unit was established by the General Partner. Subscribers may subscribe for any whole number of Units in excess of the minimum requirement. The Agents will be entitled to receive a fee on closing of $1.4375 for each Class A Unit issued and $0.5625 for each Class F Unit issued.

The General Partner, on behalf of the Partnership, reserves the right to accept or reject any subscription in whole or in part. Joint subscriptions for Units will be accepted. An investor whose subscription has been accepted by the General

Partner will become a Limited Partner upon the amendment of the certificate of limited partners filed under the *Partnership Act* (Alberta).

While the Agents have agreed to use their best efforts to sell the Units, they are not obliged to purchase any Units which are not sold. The obligations of the Agents under the Agency Agreement may be terminated, and the Agents may withdraw all subscriptions for Units on behalf of subscribers, at the Agents' discretion, on the basis of their assessment of the state of the financial markets or upon the occurrence of certain stated events including any material adverse changes in the business, personnel or financial condition of Middlefield Group Limited or the Partnership.

At each closing, non-certificated interests representing the aggregate Units subscribed for under the offering will be recorded in the name of CDS, or its nominee, on the register of the Partnership maintained by the registrar and transfer agent on the date of such closing. Any purchase or transfer of Units must be made through participants in the CDS depository service holding securities operated by or on behalf of CDS ("**CDS Participants**"), which includes registered dealers and brokers, banks, and trust companies. Indirect access to the Non-Certificated Inventory System is also available to other institutions that maintain custodial relationships with a CDS Participant, either directly or indirectly. Each investor will receive a customer confirmation of purchase from the CDS Participant through which such investor purchased Units in accordance with the practices and procedures of such CDS Participant.

No Limited Partner will be entitled to a certificate or other instrument from the General Partner, the registrar and transfer agent or CDS evidencing such Limited Partner's interest in or ownership of Units, nor, to the extent applicable, will such Limited Partner be shown on the records maintained by CDS, except through an agent who is a CDS Participant. Distributions on Units, if any, will be made by the Partnership to CDS which will then be forwarded by CDS to its participants and thereafter to the Limited Partners.

The General Partner, on behalf of the Partnership, has the option to terminate the Non-Certificated Inventory System through CDS, in which case CDS will be replaced or Unit certificates in fully registered form will be issued to Limited Partners as of the effective date of such termination.

RELATIONSHIP BETWEEN PARTNERSHIP AND AGENTS

Middlefield Capital Corporation may participate as in investment dealer in the placement of shares for various companies on a private placement basis, including Flow-Through Shares for Resource Companies subscribed for by the Partnership and, in the ordinary course of so doing, may receive fees from Resource Companies for such services. See "Organization and Management Details of the Partnership – Conflicts of Interest".

The Canadian bank affiliate of one of the Agents may be requested to provide the Partnership with the Loan Facility or Prime Brokerage Facility to finance the payment of the Agents' fees and expenses incurred by the Partnership. Accordingly, if such affiliate provides such financing, the Partnership may be considered to be a "connected issuer" of such Agent. The Loan Facility or Prime Brokerage Facility, as applicable, will permit the Partnership to use leverage up to an aggregate amount not exceeding 10% of the Gross Proceeds from borrowing, short selling and/or specified derivatives, which will be used to finance expenses incurred by the Partnership, in order to maximize the allocation of Gross Proceeds towards the purchase of Flow-Through Shares. The interest rates, fees and expenses under the Loan Facility or Prime Brokerage Facility, as applicable, will be typical of credit facilities of this nature and the Partnership expects that the Lender will require the Partnership to provide a security interest in the assets held by the Partnership in favour of the Lender to secure such borrowing. Prior to the dissolution of the Partnership, all amounts outstanding under the Loan Facility or Prime Brokerage Facility, including all interest accrued thereon, will be repaid in full. The Lender has not been involved with structuring or pricing of this offering. See '"Fees and Expenses — Loan Facility or Prime Brokerage Facility".

INTERESTS OF MANAGEMENT AND OTHERS IN MATERIAL TRANSACTIONS

Middlefield, its directors and senior officers and other partnerships managed by Middlefield may own shares in certain Resource Companies. In addition, certain directors and officers of Middlefield may be or may become directors of certain Resource Companies in which the Partnership invests.

MFL Management Limited may be entitled to receive a fee to be paid by Resource Companies in connection with acting as escrow agent in certain circumstances for subscription monies paid pursuant to Resource Agreements.

PROXY VOTING DISCLOSURE FOR PORTFOLIO SECURITIES HELD

The Partnership has adopted written policies on how its securities are voted. Generally, these policies prescribe that voting rights should be exercised with a view to the best interests of the Partnership and its Limited Partners. The Manager will implement such policies on behalf of the Partnership. The following is a summary of such policies.

The proxy voting policies that have been developed by the Partnership are general in nature and cannot contemplate all possible proposals with which the Partnership may be presented. The Partnership will exercise its voting rights in respect of securities of an issuer held by the Partnership if more than 4% of the Partnership's net assets are invested in that issuer. Generally, the Partnership does not intend to exercise its voting rights where 4% or less of its net assets are invested in an issuer although it may, in its sole discretion, decide to vote in such circumstances. When exercising voting rights, the Partnership generally will vote with management of the issuer on matters that are routine in nature, and for non-routine matters will vote in a manner that, in its view, will maximize the value of the Partnership's investment in the issuer. In order to carry out the proxy voting policies, when the Partnership will be voting it will review research on management performance, corporate governance and any other factors it considers relevant. Where appropriate in the circumstances, including with respect to any situations in which the Partnership is in a conflict of interest position, the Partnership will seek the advice of the Independent Review Committee prior to casting its vote.

CONDITIONS OF CLOSING

The offering of Units will close if:

(a) on the date of the Initial Closing subscriptions for at least 200,000 Units are accepted by the General Partner;

(b) all contracts described under "Material Contracts" have been executed and delivered to the Partnership and are valid and subsisting;

(c) all other conditions specified in the Agency Agreement for the closing have been satisfied or waived and the Agents have not exercised any right to terminate the offering; and

(d) the agreement with respect to the Loan Facility or Prime Brokerage Facility, as applicable, has been executed and delivered to the Partnership and is valid and subsisting.

MATERIAL CONTRACTS

Other than contracts entered into in the ordinary course of business, the following contracts can reasonably be regarded as material to purchasers of Units:

(a) the certificate of the Partnership dated December 21, 2023;

(b) the Partnership Agreement made between the General Partner, Middlefield Group Limited as initial limited partner and the Limited Partners and referred to under "Attributes of the Securities";

(c) the Agency Agreement made between the Partnership, the General Partner, the Manager, the Portfolio Advisor and the Agents and referred to under "Plan of Distribution";

(d) the Management Agreement made between the General Partner, the Manager and the Partnership and referred to under "Fees and Expenses – Management and Portfolio Advisor Fees", "Organization and Management Details of the Partnership – Duties and Services to be Provided by the Manager" and "Organization and Management Details of the Partnership – Details of the Management Agreement";

(e) the Advisor Agreement made between the Partnership, the Manager and the Portfolio Advisor and referred to under "Organization and Management Details of the Partnership – Details of the Advisor Agreement"; and

(f) the Custodian Agreement to be entered into between the General Partner and the Custodian and referred to under "Organization and Management Details of the Partnership – Custodian".

After the execution thereof, copies of the contracts referred to above may be inspected during normal business hours at the offices of the General Partner at 350 7 Ave SW, Suite 3400, Calgary, Alberta, T2P 3N9 during the course of distribution of the Units offered hereby. The contracts also will be accessible for download from the Internet as a document of the Partnership at the website maintained by the Canadian Securities Administrators at www.sedarplus.com, by visiting Middlefield's website at www.middlefield.com, and will be provided without charge upon written request to the General Partner at 350 7 Ave SW, Suite 3400, Calgary, Alberta, T2P 3N9, facsimile 416-362-7925.

LEGAL AND ADMINISTRATIVE PROCEEDINGS

There are no ongoing legal or administrative proceedings material to the Partnership, to which the Partnership or General Partner is a party.

EXPERTS

Legal matters in connection with the offering of the Units will be passed upon on behalf of the Partnership, the General Partner and the Manager by Fasken Martineau DuMoulin LLP and on behalf of the Agents by McCarthy Tétrault LLP. The independent auditor of the Partnership is Deloitte LLP. As of the date hereof, none of these professional firms has any registered or beneficial interest, direct or indirect, in the Units.

EXEMPTIONS AND APPROVALS

Middlefield Fund Management Limited, an affiliate of the General Partner, has obtained a discretionary order from securities regulatory authorities relieving the Partnership, among others, from the requirements of section 9.2 of NI 81-106 to prepare an annual information form and sections 10.3 and 10.4 of NI 81-106 to prepare, maintain and make available the Partnership's proxy voting record.

In accordance with NI 81-102, the approval of the Limited Partners will not be required in order to complete the Mutual Fund Rollover Transaction. Limited Partners will be sent a written notice at least 60 days before the effective date of the Mutual Fund Rollover Transaction. In addition, it is anticipated that the Mutual Fund Rollover Transaction will be exempt from the requirement to obtain regulatory approval.

PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two business days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that the remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province for the particulars of these rights or consult with a legal advisor.

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of Middlefield Resource Corporation, the General Partner of MRF 2024 Resource Limited Partnership:

Opinion

We have audited the statement of financial position of MRF 2024 Resource Limited Partnership (the "**Fund**"), which comprises the statement of financial position as at January 30, 2024 and notes to the financial statement including material accounting policy information (referred to as the "**financial statement**").

In our opinion, the accompanying financial statement present fairly, in all material respects, the financial position of the Fund as at January 30, 2024, in accordance with International Financial Reporting Standards ("**IFRS**").

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards ("**Canadian GAAS**"). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statement* section of our report. We are independent of the Fund in accordance with the ethical requirements that are relevant to our audit of the financial statement 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.

Responsibilities of Management for the Financial Statement

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

In preparing the financial statement, management is responsible for assessing the Fund'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 Fund or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibility for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is 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 GAAS 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 statement.

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

- Identify and assess the risks of material misstatement of the financial statement, 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 Fund's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, 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 Fund'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 statement 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 Fund to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statement, including the disclosures, and whether the financial statement represents 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.

Toronto, Ontario
January 30, 2024

(signed) *"Deloitte LLP"*
Chartered Professional Accountants
Licensed Public Accountants

MRF 2024 RESOURCE LIMITED PARTNERSHIP
STATEMENT OF FINANCIAL POSITION – JANUARY 30, 2024

ASSETS

CASH	$10

LIABILITIES AND PARTNER'S CAPITAL

LIMITED PARTNER	$10

Approved by the Board of Directors of Middlefield Resource Corporation, as General Partner:

(signed) Jeremy Brasseur Director	(signed) Craig Rogers Director

The notes to statement of financial position are an integral part of this financial statement.

NOTES TO STATEMENT OF FINANCIAL POSITION

1. Formation of Partnership

MRF 2024 Resource Limited Partnership (the "**Partnership**") was formed as a limited partnership by a certificate under the laws of the Province of Alberta dated December 21, 2023. The Partnership has been inactive between the date of formation and the date of this statement of financial position, other than the issuance of one Partnership unit for cash.

The general partner of the Partnership is Middlefield Resource Corporation (the "**General Partner**") which is a promoter of the offering of class A units (the "**Class A Units**") and class F units (the "**Class F Units**" and, together with the Class A Units, the "**Units**") in the Partnership. The General Partner's primary place of business is The Well, 8 Spadina Ave., Suite 3100, Toronto, Ontario, M5V 0S8.

This statement of financial position has been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board. The financial statement was authorized for issuance by the Directors of the General Partner of the Partnership on January 30, 2024.

2. Nature of Business

The Partnership intends to invest in flow-through securities of resource companies in accordance with defined investment objectives, strategies and criteria. An investment vehicle of this nature is subject to various risk factors, including but not limited to, the availability of a sufficient number of resource companies willing to issue flow-through securities, the current lack of a market for the Units, those risks inherent in exploration for natural resources, and the speculative nature of the business activities of the resource companies.

3. Manager and Portfolio Advisor

The General Partner has received a 0.01% interest in the Partnership. The General Partner is reimbursed for reasonable costs related to maintaining the register of the Partnership and preparation and distribution of financial statements and other documents sent to limited partners of the Partnership.

Middlefield Limited, the manager of the Partnership and Middlefield Capital Corporation ("**MCC**"), the portfolio advisor of the Partnership, will be entitled to receive fees per annum in aggregate equal to the aggregate of 2% of the net asset value of the Partnership, calculated and payable monthly in arrears.

4. Sale of Units

On January 30, 2024, the Partnership entered into an agency agreement for the issuance and sale of up to $50,000,000 in Units on a best efforts basis pursuant to a prospectus dated January 30, 2024.

5. Related Party Transactions

MCC is under common control with the General Partner. MCC is entitled to certain fees pursuant to an advisor agreement including, at the time of rollover or dissolution, a performance bonus, if any, payable by the Partnership. The performance bonus will be an amount equal to 20% of the amount by which the net asset value per Unit of the applicable class plus distributions per Unit of the applicable class during the term of the Partnership exceeds a threshold of, in the case of the Class A Units, $26.50, and in the case of the Class F Units, $27.48 and will be payable by the Partnership to the Portfolio Advisor as a performance bonus allocation. The total performance bonus allocation will be the aggregate of this calculation multiplied by the number of Units of the applicable class outstanding. MCC may be entitled to certain fees for acting as an agent in connection with the private placement of securities to the Partnership.

6. Capital Management

The Partnership's capital will be its net assets, representing partners' capital. The Partnership's objective when managing capital will be to safeguard the Partnership's ability to continue as a going concern in order to provide returns for its limited partners, maximize value and maintain financial strength.

The Partnership will manage and adjust its capital in response to general economic conditions, the risk characteristics of the underlying assets and working capital requirements. Generally speaking, the Partnership will reduce leverage when investments are likely to decrease in value. In order to maintain or adjust its capital structure the Partnership may repay debt under its Loan Facility or Prime Brokerage Facility, as applicable, or undertake other activities deemed appropriate under the specific circumstances.

CERTIFICATES OF THE PARTNERSHIP, THE MANAGER AND THE PROMOTER

Dated: January 30, 2024

This prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of each of the provinces of Canada.

(signed) Jeremy Brasseur
President, acting in the capacity of Chief Executive Officer, of the General Partner on behalf of the Partnership

(signed) Craig Rogers
Chief Financial Officer of the General Partner on behalf of the Partnership

On Behalf of the Board of Directors of the General Partner, Middlefield Resource Corporation, on behalf of the Partnership

(signed) Jeremy Brasseur
Director

(signed) Craig Rogers
Director

(signed) Catherine E. Rebuldela
Director

The Manager
MIDDLEFIELD LIMITED

(signed) Dean Orrico
President, acting in the capacity of Chief Executive Officer

(signed) Craig Rogers
Chief Operating Officer, acting in the capacity of Chief Financial Officer

On Behalf of the Board of Directors of Middlefield Limited

(signed) Dean Orrico
Director

(signed) Jeremy Brasseur
Director

(signed) Craig Rogers
Director

The Promoter
MIDDLEFIELD RESOURCE CORPORATION

(signed) Jeremy Brasseur
Director

CERTIFICATE OF THE AGENTS

Dated: January 30, 2024

To the best of our knowledge, information and belief, this prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of each of the provinces of Canada.

CIBC WORLD MARKETS INC.

By: (signed) Richard Finkelstein

RBC DOMINION SECURITIES INC.

By: (signed) Valerie Tan

BMO NESBITT BURNS INC.

By: (signed) Rob Turnbull

NATIONAL BANK FINANCIAL INC.

By: (signed) Gavin Brancato

SCOTIA CAPITAL INC.

By: (signed) Dil Mann

TD SECURITIES INC.

By: (signed) Vivian Sze

RICHARDSON WEALTH LIMITED

By: (signed) Nargis Sunderji

MANULIFE WEALTH INC.

By: (signed) Stephen Arvanitidis

iA PRIVATE WEALTH INC.

By: (signed) Richard Kassabian

CANACCORD GENUITY CORP.

By: (signed) Gordon Chan

ECHELON WEALTH PARTNERS INC.

By: (signed) Melissa Tan

RAYMOND JAMES LTD.

By: (signed) Matthew Cowie

WELLINGTON-ALTUS PRIVATE WEALTH INC.

By: (signed) Michael Macdonald