



**Certificate
of Amendment**

**Certificat
de modification**

**Canada Business
Corporations Act**

**Loi canadienne sur
les sociétés par actions**

Laramide Resources Ltd.

327470-5

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the above-named corporation were amended:

Je certifie que les statuts de la société susmentionnée ont été modifiés:

a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;

a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;

b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;

b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;

c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;

c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;

d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

Director - Directeur

June 5, 2002 / le 5 juin 2002

Date of Amendment - Date de modification



1 - Name of corporation - Dénomination de la société LARAMIDE RESOURCES LTD.	2 - Corporation No. - N° de la société 327470-5
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3 - The articles of the above-named corporation are amended as follows: Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante :

The articles of the Corporation be amended by creating the first series of Preferred Shares of the Corporation, which shall be without par value, shall be designated as the "Series I Preferred Shares" (the "Series I Shares") and have the following rights, privileges, restrictions and conditions:


1. Definitions

1.1 Where used in these Series I Shares provisions, the following words and phrases shall unless there is something in the context otherwise inconsistent therewith, have the following meanings respectively:

- (a) "Common Shares" means the common shares in the capital of the Corporation;
- (b) "CBCA" means the *Business Corporations Act* as such statute may from time to time be amended, varied, replaced or re-enacted;
- (c) "Exchange" means the TSX Venture Exchange or, if the board of directors has determined that such exchange is not the principal trading market for the Common Shares, then such other stock exchange in Canada that the board of directors shall determine to be the principal trading market for the Common Shares and, should no alternative exchange be available, then such other trading market as the board of directors shall determine to be the principal trading market for the Common Share;
- (d) "Trading Day" means a day on which the Exchange is open for trading; and
- (e) "Average Price" of the Common Shares for any period means the price determined by multiplying the daily volume of trading of such securities on a published market for each day which is included in the average by the closing price on such market of the relevant securities for each respective day and dividing the sum of all such products by the total number of securities traded.

2. Dividends

2.1 The holders of the Series I Shares, in priority to the Common Shares and any other shares ranking junior to the Series I Shares, shall be entitled to receive and the Corporation shall pay thereon, fixed preferential non-cumulative cash dividends at the rate of 5.75% per share per annum. The holders of the Series I Shares shall not be entitled to any dividends other than or in excess of the preferential non-cumulative cash dividends hereinbefore provided for.

Date June 4, 2002	Signature 	Title - Titre Chris Irwin, Secretary
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2.2 Cheques of the Corporation payable at par at any branch of the Corporation's bankers for the time being in Canada shall be issued in respect of the dividends on the Series I Shares (less any tax required to be withheld by the Corporation) within 30 days of the anniversary of the date of issuance of the Series I Shares and payment thereof shall satisfy such dividends. Dividends which are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed for a period of 6 years from the date on which they were declared to be payable shall be forfeited to the Corporation.

2.3 No dividends shall at any time be declared or paid on or set apart for payment on the Common Shares or on any shares of any other class of the Corporation ranking junior to the Series I Shares so long as any Series I Shares are outstanding, unless and until the fixed preferential non-cumulative cash dividend has been declared and paid or set apart for payment for the current fiscal year of the Corporation on all the Series I Shares outstanding.

3. Dissolution

3.1 In the event of the dissolution, liquidation or winding-up of the Corporation or other distribution of assets of the Corporation among shareholders for the purpose of winding up its affairs, the holders of the Series I Shares shall be entitled to receive from the assets the property of the Corporation for each Series I Share held by them respectively a sum equivalent to the result obtained when the amount in the stated capital account for the Series I Shares is divided by the number of issued and outstanding Series I Shares together with all unpaid preferential non-cumulative cash dividends thereon before any amount shall be paid or any property or assets of the Corporation distributed to the holders of any Common Shares or shares of any other class ranking junior to the Series I Shares. After payment to the holders of the Series I Shares of the amounts so payable to them as above provided, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.

4. Redemption by the Corporation

4.1 Subject to the provisions of the CBCA, the Corporation may, at any time after the Common Shares have traded at an average price not less than \$0.75 for a period of 20 trading days, upon giving notice as hereinafter provided, redeem the whole or, from time to time, any part of the then outstanding Series I Shares on payment for each share to be redeemed of a sum of \$0.75.

4.2 In the case of redemption of Series I Shares under the provisions of clause (a) hereof, the Corporation shall mail to each person who at the date of mailing is a registered holder of Series I Shares to be redeemed a notice in writing of the intention of the Corporation to redeem such Series I Shares. Such notice shall be mailed by letter, postage prepaid, addressed to each such shareholder at his address as it appears on the records of the Corporation or in the event of the address of any such shareholder not so appearing then to the last known address of such shareholder, provided, however, that accidental failure to give any such notice to one or more of such shareholders shall not affect the validity of such redemption. Such notice shall set out that the Corporation desires to redeem all or any of the Series I Shares for the price of \$0.75

per Series I Share, the date on which redemption is to take place (which date shall not be more than ninety (90) days after which the redemption notice is given by the Corporation), the place of the redemption and, if only part of the shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed. Subject to clause 4.3 hereof, on or after the date so specified for redemption, the Corporation shall pay or cause to be paid to or to the order of the registered holders of the Series I Shares to be redeemed the redemption price thereof on presentation and surrender of the certificates representing the Series I Shares called for redemption at the registered office of the Corporation, or any other place or places designated in the notice of redemption. If only a part of the shares represented by any certificate be redeemed a new certificate for the balance shall be issued at the expense of the Corporation. Subject to the provisions of clause 4.4 below, on and after the date specified for redemption in any such notice the preference shares called for redemption shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the redemption price shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the shareholders shall remain unaffected.

4.3 At any time within sixty (60) days after receipt of a redemption notice, a holder of Series I Shares may, upon giving notice to the Corporation at its registered head office, or any other place designated in the redemption notice, elect to convert the number of Series I Shares set out in such notice into that number of Common Shares equal to the result obtained by multiplying the number of Series I Shares by \$0.75.

4.4 The Corporation shall have the right at any time after the sixtieth (60th) day following receipt of a redemption notice by a holder of the Series I Shares to deposit the redemption price of the shares so called for redemption or of such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account at the Corporation's transfer agent and registrar, named in such notice of redemption, to be paid without interest to or to the order of the respective holders of such Series I Shares called for redemption upon presentation and surrender to the Corporation, or transfer agent and registrar, of the certificates representing the same and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Series I Shares in respect whereof such deposit shall have been made shall be deemed to be redeemed and the rights of the holders hereof after such deposit or such redemption date, as the case may be, shall be limited to receiving without interest their proportionate part of the total redemption price so deposited against presentation and surrender of the said certificates held by them respectively. Any interest allowed on any such deposit shall belong to the Corporation. Redemption monies that are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed (including monies held on deposit to a special account as provided for above) for a period of 6 years from the date specified for redemption shall be forfeited to the Corporation.

4.5 In the event that only part of the Series I Shares is at any time to be redeemed, the shares so to be redeemed shall be selected pro rata (disregarding fractions) from among the holders of record thereof as at the date of the notice of redemption or in such other manner as the board of directors of the Corporation in its sole discretion may deem equitable.

5. Redemption at the Option of the Holders of the Series I Shares

5.1 Subject to the provisions of the CBCA, every registered holder of Series I Shares may, provided the Corporation has attained working capital equal to three times the stated capital account of the Series I Shares, on or before the fifth anniversary of the issuance of the Series I Shares, at his option and in the manner hereinafter provided, require the Corporation to redeem at any time all or part of the Series I Shares held by such holder upon payment for each share to be redeemed of the sum of \$0.38 per share, together with all unpaid preferential non-cumulative cash dividends thereon.

5.2 In the case of the redemption of Series I Shares under the provisions of clause 5.1 hereof, the holder thereof shall surrender the certificate or certificates representing such Series I Shares at the registered office of the Corporation accompanied by a notice in writing (hereinafter called a "redemption notice") signed by such holder requiring the Corporation to redeem all or a specified number of Series I Shares represented thereby and the date on which redemption is to take place (such date not to be less than thirty (30) days after the day on which the redemption notice is given to the Corporation). On the date specified in such redemption notice, the Corporation shall pay, by cheque of the Corporation payable at par at any branch of the Corporation's banker, to or to the order of the registered holder of the Series I Shares to be redeemed the redemption price thereof. If only a part of the Series I Shares represented by any certificate are redeemed a new certificate for the balance shall be issued at the expense of the Corporation. On and after the date specified in the redemption notice the Series I Shares called for redemption shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of the shareholders in respect thereof unless payment of the redemption price shall not have been made up presentation of certificates in accordance with the foregoing provisions, in which case the rights of the shareholders shall remain unaffected.

6. Voting Rights

6.1 The holders of the Series I Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Corporation and shall have one vote for each Series I Share held at all meetings of the shareholders of the Corporation, except for meetings at which only holders of another specified class or series of shares of the Corporation are entitled to vote separately as a class or series.

7. Conversion

7.1 Any holder of Series I Shares shall be entitled at his option at any time and from time to time (subject as hereinafter provided) to have all or any of the Series I Shares held by him converted, subject to adjustment as hereinafter provided, into Common Shares as the same shall be constituted at the time of conversion upon the basis of one (1) Common Share for each one (1) Series I Share in respect of which the conversion right is exercised (the "Conversion Ratio"), provided that on conversion of any Series I Shares the holders thereof will not be entitled to any adjustment of dividends on such Series I Shares or on the Common Shares issuable on conversion. The conversion right provided for herein may be exercised by notice in writing given to the

registered office of the Corporation or to any transfer agent or registrar for the Common Shares accompanied by the certificate or certificates representing the Series I Shares in respect of which the holder thereof desires to exercise such right of conversion and such notice shall be executed by the person registered on the books of the Corporation as the holder of the Series I Shares in respect of which such right is being exercised or by his duly authorized attorney and shall specify the number of such shares which the holder desires to have converted. The holder shall also pay any governmental, transfer or other tax imposed in respect of such transaction. Upon receipt of such notice the Corporation shall issue certificates representing the Common Shares upon the basis above prescribed and in accordance with the provisions hereof to the registered holder of the Series I Shares represented by the certificate accompanying such notice. If less than all of the Series I Shares represented by any certificate are to be converted, the holder shall be entitled to receive a new certificate for the Series I Shares representing the shares comprised in the original certificate which are not to be converted. All Common Shares resulting from any conversion provided for herein shall be fully paid and non-assessable.

7.2 The Conversion Ratio in effect at any time is subject to adjustment from time to time in the events and in the manner provided as follows:

- (a) if and whenever at any time after the date hereof the Corporation:
 - (i) issues Common Shares or securities exchangeable for or convertible into Common Shares to all or substantially all the holders of the Common Shares as a stock dividend;
 - (ii) makes a distribution on its outstanding Common Shares payable in Common Shares or securities exchangeable for or convertible into Common Shares;
 - (iii) subdivides its outstanding Common Shares into a greater number of shares; or
 - (iv) consolidates its outstanding Common Shares into a small number of shares,(any of such events being called a “**Common Share Reorganization**”),
- (b) if and whenever at any time after the date hereof the Corporation fixes a record date for the issue of rights, options or warrants to the holders of all or substantially all of its outstanding Common Shares under which such holders are entitled to subscribe for or purchase Common Shares or securities exchangeable for or convertible into Common Shares, where
 - (i) the right to subscribe for or purchase Common Shares, or the right to exchange securities for or convert securities into Common Shares, expires not more than 45 days after the date of such issue (the period from the record date to the date of expiry being called the “**Rights Period**”),

- (ii) the cost per Common Share during the Rights Period (inclusive of any cost of acquisition of securities exchangeable for or convertible into Common Shares in addition to any direct cost of Common Shares) (herein called the **“Per Share Cost”**) is less than 95% of the Current Market Price (as hereinafter defined) of the Common Shares on the record date,

(any of such events being called a **“Rights Offering”**),

- (iii) **“Current Market Price”** at any date means either (1) if the Common Shares trade in a public market at the time of the determination the simple average of the closing prices per Common Share at which the Common Shares have traded for any 20 consecutive Trading Days selected by the Corporation commencing not later than 45 Trading Days before such date or if such Common Shares are not traded during such 45 day period for at least 20 consecutive Trading Days selected by the Corporation commencing not later than 45 Trading Days before such date: (a) the average of the bid and ask prices for each day on which there was trading, and (b) the closing price of the Common Shares for each day that there was trading or (2) if the Common Shares do not trade in a public market at the time of the determination the fair market value of the Common Shares as determined by the directors of the Corporation after consultation with the Corporation's auditors;

- (c) if and whenever at any time after the date hereof the Corporation fixes a record date for the issue or the distribution to the holders of all or substantially all its Common Shares of

- (i) shares of the Corporation of any class other than Common Shares,
- (ii) rights, options or warrants to acquire shares or securities exchangeable for or convertible into shares or property or other assets of the Corporation,
- (iii) evidence of indebtedness, or
- (iv) any property or other assets,

and if such issuance or distribution does not constitute a Common Share Reorganization or a Rights Offering (any of such non-excluded events being called a **“Special Distribution”**), or

- (d) if and whenever at any time after the date hereof there is a Common Share Reorganization, a Rights Offering, a Special Distribution, a reclassification of the Common Shares outstanding at any time or change of the Common Shares into other shares or into other securities (other than a Common Share Reorganization), or a consolidation, amalgamation or merger of the Corporation with or into any other corporation or other entity (other than a consolidation, amalgamation or merger

which does not result in any reclassification of the outstanding Common Shares or a change of the Common Shares into other shares), or a transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation or other entity (any of such events being called a "Capital Reorganization"), the holder of Series I Shares, upon converting Series I Shares after the effective date of such Capital Reorganization, will be entitled to receive in lieu of the number of Common Shares to which such holder of Series I Shares was theretofore entitled upon such conversion, the aggregate number of shares, other securities or other property which such holder of Series I Shares would have been entitled to receive as a result of such Capital Reorganization if, on the effective date thereof, the holder of Series I Shares had been the registered holder of the number of Common Shares to which such holder of Series I Shares was theretofore entitled upon conversion of Series I Shares. If determined appropriate by action of the directors of the Corporation, appropriate adjustments will be made as a result of any such Capital Reorganization in the application of the provisions set forth herein with respect to the rights and interests thereafter of the holder of Series I Shares to the end that the provisions set forth herein will thereafter correspondingly be made applicable as nearly as may reasonably be in relation to any shares, other securities or other property thereafter deliverable upon the conversion of Series I Shares. Any such adjustment must be approved by action by the directors of the Corporation and will for all purposes thereupon be conclusively deemed to be an appropriate adjustment.

- (e) no adjustment in the Conversion Ratio is required to be made unless such adjustment would result in a change of at least 5% in the prevailing Conversion Ratio; provided, however, that any adjustments which, except for the provisions of this subsection, would otherwise have been required to be made, will be carried forward and taken into account in any subsequent adjustments.
- (f) no adjustment in the Conversion Ratio will be made in respect of any Capital Reorganization, other than the events referred to in 7.2(a) (iii) and (iv) if the holder of Series I Shares is entitled to participate in such event on the same terms, mutatis mutandis, as if the holder of Series I Shares had converted the Series I Shares prior to or on the effective date or record date of such event.
- (g) no adjustment in the Conversion Ratio will be made in respect of the issue from time to time of Common Shares issuable from time to time as dividends paid in the ordinary course to holders of Common Shares who exercise an option or election to receive substantially equivalent dividends in Common Shares in lieu of receiving a cash dividend, and any such issue will be deemed not to be a Common Share Reorganization.
- (h) if at any time a dispute arises with respect to adjustments provided for herein, such dispute will be conclusively determined by the auditors of the Corporation or if they are unable or unwilling to act, by such other firm of independent chartered accountants as may be selected by action by the directors of the Corporation and any

such determination will be binding upon the Corporation, the holder of Series I Shares and shareholders of the Corporation. The Corporation will provide such auditors or accountants with access to all necessary records of the Corporation.

- (i) in case the Corporation after the date of issuance of Series I Shares takes any action affecting the Common Shares, other than action described herein, which in the opinion of the board of directors of the Corporation would materially affect the rights of the holder of Series I Shares, the Conversion Ratio will be adjusted in such manner, if any, and at such time, by action by the directors of the Corporation but subject in all cases to any necessary regulatory approval. Failure of the taking of action by the directors of the Corporation so as to provide for an adjustment on or prior to the effective date of any action by the Corporation affecting the Common Shares will be conclusive evidence that the board of directors of the Corporation has determined that it is equitable to make no adjustment in the circumstances.
- (j) in any case where a fraction of a Common Share would otherwise be issuable on conversion of one or more Series I Shares, the Corporation shall, at its option, either (i) adjust such fractional interest by payment by cheque in an amount equal to the then current market value of such fractional interest or (ii) issue in respect of such fraction a scrip certificate transferable by delivery entitling the holder thereof and of other similar certificates aggregating one full Common Share, upon surrender of such certificates at such place as may be designated therein, to obtain from the Corporation a full Common Share and to receive a share certificate therefor; such cheques shall be payable to the holders thereof in lawful money of Canada at par at any branch in Canada of the Corporation's bankers for the time being and such scrip certificates shall be in such form and shall be subject to such terms and conditions as the directors may determine and shall provide that the holder thereof shall not thereby be a shareholder and shall not be entitled to receive dividends or to any other rights of a shareholder. The amount of any cash adjustment shall equal the current market value of such fractional interest computed on the basis of the last board lot sale price (or average of the bid and asked prices if there were no sales) per share for the Common Shares on the business day next preceding the conversion date. In the event that the Common Shares of the Corporation do not trade in a public market at the time of determination, the current market value shall be determined by the board of directors which determination shall be conclusive. When scrip certificates are issued such scrip certificates may contain, without limitation, provisions to the effect that, after the expiration of one (1) year from their date of issuance, the Corporation may sell or cause to be sold all the shares then represented by unsurrendered scrip certificates and the sole rights of the holders of the scrip certificates after the expiration of said period shall be, against surrender of their scrip certificates, to receive payment of their proportionate amount of the net proceeds of such sale, less taxes and costs of sale, payable by cheque in lawful money of Canada at par at any branch in Canada of the Corporation's bankers for the time being. If a cash adjustment or a proportionate amount of the net proceeds of a sale is to be paid pursuant to the provisions hereof, the mailing by prepaid first class mail from the Corporation's registered office or any office of the registrar for the Series I Shares to

a Series I Shares holder who has exercised his right to convert, at his last address as shown on the books of the Corporation, shall be deemed to be payment of the cash adjustment or the proportionate amount of the net proceeds of a sale, as the case may be, resulting from such fractional interest unless the cheque is not paid upon due presentation. Cash adjustments or proportionate amounts that are represented by a cheque which has not been presented to the Corporation's bankers for payment or that otherwise remain unclaimed for a period of 6 years from the date on which the same became payable shall be forfeited to the Corporation.