



10 November 2020

**AUSTRALIAN SECURITIES EXCHANGE**

Level 4, North Tower 526  
Collins Street  
Melbourne VIC 3000

**RE: COPPER MOUNTAIN MINING CORPORATION –ANNEXURE A TO APPENDIX 3B**

Dear Australian Securities Exchange,

Please find enclosed the Annexure A referred to at Section 7E.2d of the Appendix 3B lodged today in respect of the proposed common share placement by way of short form prospectus.

Yours sincerely,

**COPPER MOUNTAIN MINING CORPORATION**

*"Rod Shier"*

Rod Shier  
Chief Financial Officer

Website: [www.CuMtn.com](http://www.CuMtn.com)

## ANNEXURE A: UNDERWRITER TERMINATION RIGHTS

### 11. Rights of Termination.

The Underwriters shall be entitled, at their sole option, to terminate and cancel, without any liability on the part of the Underwriters or on the part of the Purchasers, all of its obligations (and those of any Purchasers arranged by it) under this Agreement, by written notice to that effect given to the Company at or prior to the Closing Time, if at any time prior to the Closing:

- (a) **Material Change.** There is a material change or a change in any material fact or a new or previously undisclosed material fact arises or is discovered that in the opinion of the Underwriter, acting reasonably, results or would reasonably be expected to have a significant adverse effect on the market price or value of the Common Shares;
- (b) **Disaster.** (i) There should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) (excluding, by way of the COVID 19 pandemic, except if and to the extent that there are material adverse developments in Canada, Australia or the United States related thereto after November 10, 2020) or major financial occurrence of national or international consequence, or a new or change in any law or regulation which in the sole opinion of the Underwriters seriously adversely affects or involves or may seriously adversely affect or involve the financial markets or the business, operations or affairs of the Company and the Subsidiaries taken as a whole or the market price or value of the securities of the Company; (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Company or any one of the officers or directors of the Company, which involves a finding or allegation of a wrongdoing or that seriously adversely affects or may seriously adversely affect the business, operations or affairs of the Company and the Subsidiaries taken as a whole or the market price or value of the securities of the Company; or (iii) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Company is made or threatened by a securities regulatory authority;
- (c) **Breach.** The Company is in breach of any material term, condition or covenant of this Agreement that cannot be cured prior to the Closing Date or any material representation or warranty given by the Company in this Agreement becomes or is false and cannot be cured prior to the Closing Date; or
- (d) **Exercise of Termination Rights.** The rights of termination contained in Sections 11(a), (b) and (c) may be exercised by the Underwriters and are in addition to any other rights or remedies the Underwriters may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination by the Underwriters, there shall be no further liability on the part of the Underwriters to the Company or on the part of the Company to the Underwriters except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions of the Company prior to such termination and in respect of Sections 12, 14, 22, 24 and 25.