



20 November 2017

ASX/TSX Announcement

## **COPPER MOUNTAIN TO ACQUIRE ALTONA MINING TO FORM A MAJOR NEW COPPER PRODUCER**

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Copper Mountain Mining Corporation ("Copper Mountain" or "CMMC") [TSX:CMMC] and Altona Mining Limited ("Altona" or "AOH") [ASX:AOH] are pleased to jointly announce that they have agreed to combine the companies by way of a Scheme of Arrangement ("Scheme") under the Australian Corporations Act 2001 pursuant to which CMMC will acquire the entire issued capital of Altona (the "Transaction").

The acquisition will be effected pursuant to a Merger Implementation Deed ("MID") under which Altona has agreed to propose the Scheme that would allow Altona to become a wholly owned subsidiary of CMMC. The MID is attached at Annexure C.

Under the Transaction, each share of Altona ("Altona Share") will be exchanged for 0.0974 ("Exchange Ratio") of either a CHESS Depository Interest of CMMC ("CMMC CDI"), which will trade on the Australian Securities Exchange ("ASX"), or, if elected, a CMMC common share ("CMMC Share"), which trades on the Toronto Stock Exchange ("TSX"). The total consideration offered for all of the outstanding shares of Altona is valued at approximately A\$93 million and represents 17 cents per share, a 41.7% premium to A\$0.12, the closing price of Altona shares on the day prior to the execution of the MID<sup>1</sup>.

Altona's key asset is the 100% owned undeveloped open pit Cloncurry Copper Project ("Cloncurry") in Queensland, Australia, a mining friendly jurisdiction. Cloncurry currently has a measured and indicated mineral resource containing over 2 billion pounds (0.95 million tonnes) of copper and an inferred resource of 1.6 billion pounds (0.72 million tonnes) of copper. There is potential to add resources at depth and along strike in each of the deposits, and through exploration at numerous prospective targets within Altona's approximately 397,000 hectare (3,970 sqkm) land package.

CMMC's principal asset is the 75% owned large open pit Copper Mountain Mine located in southern British Columbia near the town of Princeton. CMMC has a strategic alliance with Mitsubishi Materials Corporation which owns 25% of the Copper Mountain Mine and purchases 100% of the copper concentrate produced under a life of mine offtake agreement. CMMC is on track to achieve production guidance for 2017 of 75-85 million pounds (34,000-38,500 tonnes) of copper<sup>2</sup>. The Copper Mountain mine has a large resource that remains open laterally and at depth.

Directors and senior management of Altona have agreed to vote in favour of the Scheme in the absence of a Superior Proposal<sup>3</sup> and subject to the Independent Expert concluding the Scheme is in the best interest of shareholders. Directors and senior management of Altona have provided voting intention statements in favour of the Scheme.

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<sup>1</sup> Based on the 5 day trailing volume weighted average price ("VWAP") of CMMC and Altona on 17 November 2017.

<sup>2</sup> Calculated on a 100% basis. CMMC owns 75% of the Copper Mountain Mine.

<sup>3</sup> See the definition of 'Superior Proposal' in the MID.

### Highlights of the Proposed Combination

- **A multi-jurisdictional, mid-tier copper producer.**
- **Annual potential copper production of approximately 160 million pounds (73,000 tonnes) of copper by 2020<sup>4</sup>.**
- **Combined Proven and Probable Reserves of 2.1 billion pounds (0.92 million tonnes) of copper.**
- **Combined Measured and Indicated Resources over 4.1 billion pounds (1.8 million tonnes) of copper and an additional 3.6 billion pounds (1.5 million tonnes) of copper in Inferred Resources.**
- **One of the leading TSX/ASX listed copper production companies, with significant production growth and exploration potential in two tier one mining jurisdictions.**
- **The combined company will have approximately C\$78 million in cash.**
- **Enhanced trading liquidity in both Canada (TSX) and Australia (ASX).**
- **Pro forma market cap of approximately C\$300 million, with CMMC shareholders owning 71.5% and Altona shareholders owning 28.5% of the combined entity.**
- **The strength and complementary nature of Altona's assets, management team, regional operating experience, and exploration expertise gives CMMC a stronger platform to grow.**
- **CMMC's construction and operational experience are well positioned to bring Cloncurry into production.**
- **Offer represents a 41.7% premium to Altona's price of A\$0.12 per share, being the closing price on the day prior to the execution of the MID.**
- **Major Altona shareholder (Matchpoint) has indicated support for the Scheme.**

### Management Commentary

Mr Jim O'Rourke, President and Chief Executive Officer of CMMC, commented: "Our Copper Mountain Mine is an efficient, stable operation with a long life ahead of it. At current copper prices, it is generating significant cash flow. For some time, CMMC has patiently been evaluating cost competitive opportunities to achieve a step-change in copper production. Cloncurry exemplifies the criteria of low-risk, near-term and high quality for which we have been seeking. We intend to progress Cloncurry into production with the aim of doubling CMMC's copper production profile to the range of 160 million pounds (73,000 tonnes) of copper per annum with significant precious metals credits. This additional copper production is timely to capitalize on the projected strong copper cycle."

Dr Alistair Cowden, Managing Director of Altona, added: "We are delighted to join CMMC to form a new high growth copper producer. We are excited to bring CMMC's depth of experience in constructing and operating a large scale open pit copper mine to bear upon the Cloncurry Copper Project. Altona's shareholders will receive a premium and will also gain immediate exposure to copper production just as copper prices have recovered and market shortfalls are predicted over the near term. This is a great opportunity for our shareholders to participate in the creation of a leading mid-sized copper producer."

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<sup>4</sup> See Altona ASX release dated 2 August 2017. Altona confirms that all the material assumptions underpinning the production target and the forecast financial information derived from the production target referred to in the above-mentioned release continue to apply and have not materially changed.

## **Merger Summary**

CMMC and Altona have executed a MID under which Altona has agreed to propose the Scheme that would allow Altona to become a wholly owned subsidiary of CMMC. The consideration being offered to Altona Shareholders is one CMMC share for every 10.2669 Altona shares, which represents 17 cents per share, a premium of 41.7% to Altona's last price of A\$0.12 as of the close on 17 November 2017 and based on CMMC's 5 day trailing VWAP from 17 November 2017.

In conjunction with the Scheme, CMMC will seek a listing on the ASX and apply for quotation of CMMC shares in the form of CHESS Depository Interests ("CDIs"), which would enable Altona shareholders to elect to receive the Scheme consideration in the form of CMMC CDIs.

The Scheme is subject to customary conditions for a transaction of this nature, which are set out in full in the MID. Major conditions include:

- Approval being received from the shareholders of Altona and the court in relation to the Scheme.
- Approval being received from the shareholders of CMMC and the TSX for the issue of consideration shares.
- The Independent Expert concluding that the Scheme is in the best interests of Altona shareholders.
- Approval for and quotation of CMMC CDIs on the ASX.
- Foreign Investment Review Board approval.
- Other customary regulatory and court approvals for a transaction of this nature.

The parties have agreed that unless the MID is terminated, Altona will not solicit any competing proposal or participate in any discussions or negotiations in relation to any competing proposal unless failure to do so would involve a breach of the fiduciary duties of its Directors. Altona and CMMC have agreed to pay a break fee of A\$0.9 million in certain circumstances leading to the Scheme not proceeding.

## **Benefits to Copper Mountain Shareholders**

- Acquisition of the low risk Cloncurry Copper Project ("Cloncurry"), including significant copper and gold resources and reserves, and a large mineral tenure position. The Cloncurry project is located in one of the world's most prominent base metals production regions in Queensland, Australia, host to leading mines including Mt Isa, Dugald River, Cannington and Ernest Henry.
- Development of Cloncurry has the potential to double CMMC's production profile, with the anticipated addition of over 80 million pounds (39,000 tonnes) of copper and 17,000 ounces of gold per annum in concentrate based on Altona's updated Definitive Feasibility Study ("DFS") completed in July 2017<sup>5</sup>. The DFS states that the major required permits, including Native Title, Mining Licenses and an Environmental Authority, have been received.
- Significant increase in overall contained copper in Measured and Indicated Resources (by 104% to 4.1 billion pounds of copper) and Proven and Probable Reserves (by 87% to 2.0 billion pounds (0.92 million tonnes of copper), in addition to regional discovery potential surrounding Cloncurry.
- Asset and geographical diversification, providing a lower risk profile for the combined entity.

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<sup>5</sup> See Altona ASX release dated 2 August 2017. Altona confirms that all the material assumptions underpinning the production target and the forecast financial information derived from the production target referred to in the above-mentioned release continue to apply and have not materially changed.

- Exposure to Altona's large land package and their exploration success in Australia.
- Increased market prominence in combination, leading to a potential re-rating as a mid-tier copper producer.

### Benefits to Altona Shareholders

- CMMC has an experienced management team with proven development and mine operation capabilities, having expertise in financing, building, commissioning and operating the 12-14 million tonnes per annum open pit Copper Mountain Mine ("Copper Mountain Mine") located in southern British Columbia, Canada. CMMC will use this operational expertise to maximise the value of Altona's Cloncurry project.
- With CMMC's annual production guidance of 75-85 million pounds (34,000-38,500 tonnes) of copper in 2017<sup>2</sup>, combined with 86 million pounds (39,000 tonnes) of potential copper production from Cloncurry, the combined entity has the potential to become a top 4 Australian copper producer.
- Altona shareholders to receive a significant premium of 41.7% to Altona's closing share price on 17 November 2017, a 36.9% premium to Altona's trailing 10-day VWAP and a 33.2% premium to Altona's 20-day VWAP as of the close on 17 November 2017.
- Benefit of immediate cash flow from CMMC's production asset, whilst retaining ongoing exposure to Cloncurry as it progresses through development.
- Creation of a leading copper producing company with a diversified portfolio of production and development assets that will be uniquely positioned on the ASX.

### Altona Board and Shareholder Support

The Altona Board are in favour of the Scheme and unanimously recommend that Altona shareholders vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert concluding that the Scheme is in the best interests of Altona shareholders.

Each of Altona's directors and officers has entered into a Support Deed undertaking to vote in favour of the Scheme, in the absence of a Superior Proposal and subject to the Independent Expert concluding that the Scheme is in the best interests of Altona shareholders.

Altona's major shareholder, Matchpoint Asia Fund Limited, has also indicated that it will vote in favour of the Scheme<sup>6</sup>, in the absence of a Superior Proposal and subject to the Independent Expert concluding that the Scheme is in the best interests of Altona shareholders.

### CMMC Shareholder approval

CMMC is required to obtain the approval of the TSX and its shareholders in connection with the issue of common shares under the Scheme. Each of CMMC's directors and officers have agreed to vote in favour of the required CMMC shareholder resolutions.

The CMMC Board unanimously recommends that CMMC shareholders vote in favour of the issue of CMMC common shares contemplated by the Scheme. The CMMC Board intends to vote any CMMC Shares in respect of which they have the power to direct a vote in favour of the necessary resolutions.

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<sup>6</sup> Subject to no material adverse movements in the CMMC and Altona share prices.

## **Management Team and Board of Directors**

CMMC will continue to be headquartered in Vancouver, British Columbia and plans to retain a regional office in Perth, Australia on implementation of the Scheme. Dr Alistair Cowden, Managing Director of Altona, will remain in his position until the Scheme closes, after which he will be appointed to join the Board of Directors of CMMC and will continue in an executive role in Australia.

## **Indicative Timetable**

Full particulars of the Scheme, including terms and recommendations will be provided to Altona shareholders through a Scheme Booklet which will include an Independent Expert's Report by KPMG Corporate Finance, a division of KPMG Financial Advisory Services (Australia) Pty Ltd. The indicative timetable for implementation of the Acquisition is anticipated to be as follows:

<b>Event</b>	<b>Indicative Date</b>
1 <sup>st</sup> Australian Court hearing to approve Scheme Booklet	6 February 2018
Scheme Booklet sent to Altona shareholders	8 February 2018
Altona Scheme meeting	15 March 2018
2 <sup>nd</sup> Australian Court hearing to approve Scheme	22 March 2018
Scheme becomes effective	23 March 2018

## **Principal Advisors**

CMMC's corporate adviser is Haywood Securities Inc., its Canadian legal advisor is Farris, Vaughan, Wills & Murphy LLP and its Australian legal advisor is Clayton Utz.

Altona's corporate adviser is Hartleys Limited, its Australian legal advisor is Gilbert + Tobin and its Canadian Legal advisor is Fasken Martineau LLP.

## **About Copper Mountain Mining Corporation**

CMMC's principal asset is the 75% owned large open pit Copper Mountain Mine located in southern British Columbia near the town of Princeton. CMMC has a strategic alliance with Mitsubishi Materials Corporation which owns 25% of the Copper Mountain Mine and purchases 100% of the copper concentrate produced a under life of mine offtake agreement. CMMC is on track to achieve production guidance for 2017 of 75-85 million pounds of copper. The Copper Mountain mine has a large resource of copper that remains open laterally and at depth. This significant exploration potential is being evaluated over the next few years in order to fully appreciate the property's development potential. Additional information is available on CMMC's web page at [www.cumtn.com](http://www.cumtn.com).

## **About Altona Mining Limited**

Altona's principal asset is the Cloncurry Copper Project in Queensland, Australia found within a dominant 3,970km<sup>2</sup> land package in the highly prospective Mt. Isa inlier. It is envisaged that a 7 million tonnes per annum open pit copper-gold mine and concentrator will be developed. The development is permitted with proposed annual production<sup>7</sup> of 39,000 tonnes of copper and 17,200 ounces of gold for a minimum of 14 years. The Definitive Feasibility Study was refreshed in August 2017.

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<sup>7</sup> See Altona ASX release dated 2 August 2017. Altona confirms that all the material assumptions underpinning the production target and the forecast financial information derived from the production target referred to in the above-mentioned release continue to apply and have not materially changed.

**For further information please contact:**

<b>Copper Mountain Mining Corporation</b>	<b>Altona Mining Limited</b>
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**Competent Person's Statement: Cloncurry Project**

The information in this report that relates to Exploration Targets, Exploration Results, Mineral Resources or Ore Reserves for the Cloncurry Project is based on information compiled by Dr Alistair Cowden, BSc (Hons), PhD, MAusIMM, MAIG and Mr Roland Bartsch, BSc (Hons), MSc, MAusIMM. Dr Cowden and Mr Bartsch are full time employees of Altona and have sufficient experience which is relevant to the style of mineralisation and type of deposit under consideration and to the activity being undertaken to qualify as a Competent Person as defined in the 2012 Edition of the 'Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves'. Dr Cowden and Mr Bartsch consent to the inclusion in the report of the matters based on their information in the form and context in which it appears.

Please note that full JORC 2012 disclosure of Resources and Reserves is provided in the ASX release of 2 August 2017 entitled "The Cloncurry Project: JORC 2012 Disclosure" and accompanying release revised on 27 September 2017 entitled "Updated DFS Delivers Bigger and Better Cloncurry Project".

**Competent Person's Statement: Copper Mountain Mine**

The information in this report that relates to Exploration Targets, Exploration Results, Mineral Resources or Ore Reserves for the Copper Mountain Mine is based on information compiled from public disclosure by TSX listed Copper Mountain Limited (CMMC) by Dr Alistair Cowden, BSc (Hons), PhD, MAusIMM, MAIG and Mr Roland Bartsch, BSc (Hons), MSc, MAusIMM. Dr Cowden and Mr Bartsch are full time employees of Altona and have sufficient experience which is relevant to the style of mineralisation and type of deposit under consideration and to the activity being undertaken to qualify as a Competent Person as defined in the 2012 Edition of the 'Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves'. Dr Cowden and Mr Bartsch consent to the inclusion in the report of the matters based on their information in the form and context in which it appears.

Please note that Canadian Mineral Resource and Reserve estimates as adopted by listed entities in Canadian Securities Exchanges are classified according to the CIM Definition Standards in the manner of the JORC Code and NI 43-101 disclosure corresponds to that required by the JORC Code.

Disclosure by CMMC in the most recent NI 43-101 report complies with the CIM Guidelines, which are closely related to the JORC Code in their key definitions. The CMMC resources and reserves can therefore be quoted as 'qualifying foreign estimates' according to ASX Listing rules. The most recent disclosure of resources and reserves can be found on SEDAR at [www.sedar.com](http://www.sedar.com). The most recent disclosure by CMMC is in the CMMC Annual Information Form dated 30 March 2017.

The qualifying foreign estimates have not been reported in accordance with the JORC Code. A competent person has not done sufficient work to classify the foreign estimates as mineral resources or ore reserves in accordance with the JORC Code. It is uncertain that following evaluation and/or further exploration work that the foreign estimates will be able to be reported as mineral resources or ore reserves in accordance with the JORC Code.

### **Qualified Persons**

Mr Peter Holbek, P.Geo. and Vice President Exploration of CMMC, is the Qualified Person who has reviewed and approved CMMC's mining technical information included in this news release.

Dr Alistair Cowden, BSc (Hons), PhD, MAusIMM, MAIG and Mr Roland Bartsch, BSc (Hons), MSc, MAusIMM are full time employees of Altona in the positions of Managing Director and General Manager, Exploration for Altona, are the Qualified Persons who have reviewed and approved Altona's mining technical information included in this news release.

### **Cautionary Forward-Looking Statements**

This press release contains certain statements that constitute forward-looking information within the meaning of applicable securities laws ("**forward-looking statements**"), which reflect management's expectations regarding CMMC's future growth, results of operations (including, without limitation, future production and capital expenditures), performance (both operational and financial) and business prospects (including the timing and development) and opportunities. Wherever possible, words such as "plans", "indications", "potential", "estimates", "predicts", "forecasts", "anticipate" or "does not anticipate", "believe", "intend", "ability to" and similar expressions or statements that certain actions, events or results "may", "could", "would", "might", "will", or are "likely" to be taken, occur or be achieved, have been used to identify such forward looking information. Specific forward-looking statements in this news release include completion of the Scheme, CMMC's listing on the ASX, projected production profile, anticipated growth in copper resources and reserves particularly at Cloncurry, re-rating of the combined entity, the completion of construction of the Cloncurry Copper Project, potential to explore other target areas close to the Cloncurry Copper Project, and the estimated combined market capitalization of CMMC and Altona. Although the forward-looking information contained in this news release reflect management's current beliefs based upon information currently available to management and based upon what management believes to be reasonable assumptions, CMMC cannot be certain that actual results will be consistent with such forward looking information. Such forward-looking statements are based upon assumptions, opinions and analysis made by management in light of its experience, current conditions and its expectations of future developments that management believe to be reasonable and relevant but that may prove to be incorrect. These assumptions include, among other things, the ability to obtain all requisite approvals, including that of the CMMC and Altona shareholders, the Australian court, the TSX and the Foreign Review Board, the accuracy of mineral reserve and mineral resource estimates, copper prices, exchange rates, energy costs, future economic conditions, anticipated future estimates of cash flow and courses of action. CMMC cautions you not to place undue reliance upon any such forward-looking statements.

The risks and uncertainties that may affect forward-looking statements include, among others: general business, economic, competitive, political and social uncertainties; the actual results of current exploration activities, the actual results of reclamation activities; integration results of the CMMC and Altona management and operating teams, conclusions of economic evaluations; fluctuations in the value of the Canadian dollar relative to the United States dollar and the Australian dollar and vice versa; changes in project parameters as plans continue to be refined; changes in labour costs other costs of equipment or processes to operate as anticipated; accidents, labour disputes and other risks of the mining industry, including but not limited to environmental hazards, cave-ins, pit-wall failures, flooding, rock bursts and other acts of God or unfavourable operating conditions and losses, detrimental events that interfere with transportation of concentrate or the smelters ability to accept concentrate, including declaration of Force Majeure events, insurrection or war; delays in obtaining governmental approvals or financing or in the completion of development or construction activities, and the factors discussed in the section entitled "Risk Factors" in the CMMC Annual Information Form dated March 30, 2017, and in other filings of CMMC with securities and regulatory authorities which are available at [www.sedar.com](http://www.sedar.com). CMMC does not undertake any obligation to update forward-looking statements should assumptions related to these plans, estimates, projections, beliefs and opinions change. Nothing in this report should be construed as either an offer to sell or a solicitation to buy or sell CMMC securities.

This press release is dated as of the date on the first page. All references to CMMC include its subsidiaries unless the context requires otherwise.

The Toronto Stock Exchange neither approves nor disapproves the information contained in this News Release.

**Annexures**

- Annexure A: Copper Mountain Mine: Resources and Reserves
- Annexure B: Cloncurry Copper Project: Resources and Reserves
- Annexure C: Merger Implementation Deed

## ANNEXURE A: Copper Mountain Mine - Resources and Reserves

(Source: Annual Information Form, Copper Mountain Mining Corporation, for the year ended 31 December 2016 (Dated as of March 2017))

## Resources

Cut Off	Category	Tonnage (Mt)	Copper Grade (%)	Gold Grade (g/t)	Silver Grade (g/t)	Contained Copper (tonnes)	Contained Copper (Mlbs)	Contained Silver (Moz)	Contained Gold (Moz)
0.18% copper	Measured and Indicated	221	0.33	0.10	1.30	719,397	1586	9.21	0.74
	Inferred	228	0.27	0.14 <sup>a</sup>	0.79 <sup>a</sup>	815,558	1373	5.81	1.04
0.12% copper	Measured and Indicated	350	0.26	0.09	1.01	815,558	2013	11.40	0.98
	Inferred	426	0.21	0.11 <sup>a</sup>	0.63 <sup>a</sup>	815,558	2022	8.69	1.56

## Reserves

Cut Off	Category	Tonnage (Mt)	Copper Grade (%)	Gold Grade (g/t)	Silver Grade (g/t)	Contained Copper (tonnes)	Contained Copper (Mlbs)	Contained Silver (Moz)	Contained Gold (Moz)
0.18% copper	Proved	53 <sup>b</sup>	0.36	0.11	1.43	189,601	418	2.44	0.18
	Probable	69	0.30	0.11	1.15	208,199	459	2.57	0.23
	<b>Total</b>	<b>122<sup>b</sup></b>	<b>0.32</b>	<b>0.11</b>	<b>1.27</b>	<b>397,800</b>	<b>860</b>	<b>4.98</b>	<b>0.42</b>
0.12% copper	Proved	74	0.30	0.09	1.18	219,992	485	2.78	0.22
	Probable	110	0.24	0.09	0.92	269,434	594	3.27	0.31
	<b>Total</b>	<b>184</b>	<b>0.27</b>	<b>0.09</b>	<b>1.02</b>	<b>489,426</b>	<b>1080</b>	<b>6.05</b>	<b>0.53</b>
	Low Grade Stockpile	34	0.16			54,431	120		

Reserves and Resources as of 31 December 2016.

Mineral Resources have been reported as inclusive of Ore Reserves.

The resource and reserve estimation was completed by Copper Mountain mine and exploration staff under the supervision of Peter Holbek, P.Geo. Vice President of Exploration and a Qualified Person under National Instrument 43-101. Mr. Holbek has verified the methods used to determine grade and tonnage in the geological model, and mine plan. Numbers may not add due to rounding. <sup>a</sup>Inferred resources includes mineralization in the Ingerbelle deposit where gold and silver grades have been estimated based on correlation to copper grades from historical production data; these grades are significantly lower for Ag and higher for Au when compared to Copper Mountain grades. <sup>b</sup>Does not include an approximate 4Mt stockpile at an estimated 0.21% Cu grade.

## ANNEXURE B: Cloncurry Copper Project - Resources and Reserves

## Summary of Mineral Resource Estimates for the Cloncurry Copper Project

Deposit	Total			Contained Metal		Measured			Indicated			Inferred		
	Tonnes (millions)	Cu (%)	Au (g/t)	Copper (tonnes)	Gold (ounces)	Tonnes (million)	Cu (%)	Au (g/t)	Tonne (million)	Cu (%)	Au (g/t)	Tonnes (million)	Cu (%)	Au (g/t)
<b>Deposit in Mine Plan</b>														
Little Eva	105.9	0.52	0.09	546,000	295,000	37.1	0.60	0.09	45.0	0.46	0.08	23.9	0.50	0.10
Turkey Creek	21.0	0.59		123,000	-	-	-	-	17.7	0.59		3.4	0.58	-
Ivy Ann	7.5	0.57	0.07	43,000	17,000	-	-	-	5.4	0.60	0.08	2.1	0.49	0.06
Lady Clayre	14.0	0.56	0.20	78,000	85,000	-	-	-	3.6	0.60	0.24	10.4	0.54	0.18
Bedford	4.8	0.80	0.21	38,000	32,000	-	-	-	2.3	0.95	0.23	2.5	0.66	0.19
Sub-total	153.3	0.54	0.09	828,000	429,000	37.1	0.60	0.09	74.0	0.52	0.07	42.2	0.53	0.11
<b>Other Deposits</b>														
Blackard	76.4	0.62	-	475,000	-	27.0	0.68	-	6.6	0.60	-	42.7	0.59	-
Scanlan	22.2	0.65	-	143,000	-	-	-	-	18.4	0.65	-	3.8	0.60	-
Longamundi	10.4	0.66	-	69,000	-	-	-	-	-	-	-	10.4	0.66	-
Legend	17.4	0.54	-	94,000	-	-	-	-	-	-	-	17.4	0.54	-
Great Southern	6.0	0.61	-	37,000	-	-	-	-	-	-	-	6.0	0.61	-
Caroline	3.6	0.53	-	19,000	-	-	-	-	-	-	-	3.6	0.53	-
Charlie Brown	0.7	0.40	-	3,000	-	-	-	-	-	-	-	0.7	0.40	-
Sub-total	136.7	0.61	-	840,000	-	27.0	0.68	-	25.0	0.64	-	84.7	0.59	-
<b>Total</b>	<b>290.0</b>	<b>0.58</b>	<b>0.05</b>	<b>1,668,000</b>	<b>429,000</b>	<b>64.1</b>	<b>0.63</b>	<b>0.05</b>	<b>99.0</b>	<b>0.55</b>	<b>0.05</b>	<b>126.9</b>	<b>0.57</b>	<b>0.04</b>

JORC 2012 Disclosure is provided in ASX Release of 2 August 2017 entitled "The Cloncurry Project: JORC 2012 Disclosure".

Little Eva is reported above a 0.2% copper lower cut-off grade, all other deposits are above 0.3% lower copper cut-off.

Mineral Resources have been reported as inclusive of Ore Reserves.

## Summary of Ore Reserves Estimates for the Cloncurry Copper Project

Reserve Classification	Tonnes	Copper (%)	Gold (g/t)	Copper (tonnes)	Gold (ounces)
<b>Little Eva</b>					
Proved	31,000,000	0.64	0.08	198,200	84,700
Probable	22,100,000	0.50	0.09	109,900	62,600
<b>Turkey Creek</b>					
Probable	11,300,000	0.46	0	52,100	0
<b>Ivy Ann</b>					
Probable	3,500,000	0.59	0.08	21,000	9,100
<b>Lady Clayre</b>					
Probable	920,000	0.56	0.27	5,100	8,100
<b>Bedford</b>					
Probable	1,350,000	0.85	0.20	11,600	8,500
<b>Total Proved and Probable Reserves (excl. stockpiles)</b>	<b>70,200,000</b>	<b>0.57</b>	<b>0.08</b>	<b>397,400</b>	<b>173,000</b>
<b>Little Eva Low Grade Stockpile</b>					
Probable	15,400,000	0.18	0.06	28,100	30,900
<b>Total (including stockpile)</b>	<b>85,600,000</b>	<b>0.50</b>	<b>0.07</b>	<b>426,000</b>	<b>203,900</b>

See ASX release dated 2 August 2017.

Little Eva and Turkey Creek are reported above a 0.16% copper lower cut-off grade, for Bedford 0.17% copper, for Lady Clayre 0.20% copper and for Ivy Ann 0.22% copper.

All data has been rounded to two significant figures. Discrepancies in summations may occur due to rounding.

**Annexure C: Merger Implementation Deed**

# Merger Implementation Deed

Altona Mining Limited

Altona

Copper Mountain Mining Corporation

CMMC

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Our reference: 29633-0047

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# Merger Implementation Deed

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**Date** 18 November 2017

**Parties** **Altona Mining Limited ACN 090 468 018** of Level 1, 2 Kings Park Road, West Perth, Western Australia 6005 (**Altona**)

**Copper Mountain Mining Corporation**, a company existing under the laws of British Columbia, of Suite 1700 – 700 West Pender Street, Vancouver, British Columbia, Canada V6C 1G8 (**CMMC**)

## Background

- A. CMMC and Altona propose to merge by CMMC acquiring (through CMMC Australia, an Australian proprietary company that will be incorporated as a wholly-owned subsidiary of CMMC) all of the Scheme Shares for the Scheme Consideration pursuant to a scheme of arrangement under section 411 of the Corporations Act.
- B. Altona has agreed to propose the Scheme and issue the Explanatory Memorandum at the request of CMMC, and Altona and CMMC have agreed to implement the Scheme on the terms and conditions of this deed.
- C. CMMC has agreed to seek approval from CMMC Shareholders for the CMMC Shareholder Resolution.

## Operative provisions

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### 1. Definitions and interpretations

#### 1.1 Definitions

In this deed:

**Accounting Standards** has the meaning given in section 9 of the Corporations Act.

**Altona Board** means the board of directors of Altona.

**Altona Circular Information** means all information regarding Altona and its Related Bodies Corporate that is required by all Canadian Securities Laws to be included or incorporated by reference in the Circular, including all required financial statements prepared in accordance therewith.

**Altona Competing Proposal** means a transaction or arrangement pursuant to which (other than as contemplated pursuant to this deed) a Third Party will, if the proposed transaction or arrangement is entered into or completed substantially in accordance with its terms:

- (a) directly or indirectly acquire, have a right to acquire or otherwise acquire an economic interest in, the Cloncurry Copper Project or 20% or more of any of the business of the Altona Group;
- (b) acquire a Relevant Interest in any Altona Shares, as a result of which the Third Party will have a Relevant Interest in 50% or more of the Altona Shares;

- (c) otherwise acquire control of Altona or the Altona Group within the meaning of section 50AA of the Corporations Act; or
- (d) otherwise directly or indirectly acquire, merge with, or acquire a majority shareholding or economic interest in Altona or its businesses, whether by way of takeover offer, scheme of arrangement, shareholder approved acquisition, capital reduction, share buy-back, sale or purchase of assets, joint venture, reverse takeover, dual-listed company structure, recapitalisation, establishment of a new holding company for the Altona Group or other synthetic merger or any other transaction or arrangement.

**Altona Director** means a director of Altona.

**Altona Financial Statements** means the audited consolidated financial statements of Altona for the years ended June 30, 2017 and 2016 and the half-year financial report for December 31, 2016.

**Altona Group** means Altona and all of its Subsidiaries.

**Altona Officer** means an officer of Altona.

**Altona Regulated Event** means the occurrence of any of the events set out in Part B of Schedule 3, other than as required to be undertaken or procured by the Altona Group pursuant to this deed or the Scheme, and provided that an Altona Regulated Event will not include a matter:

- (a) required to be done or procured by Altona pursuant to this deed or the Scheme;
- (b) which a party is permitted to do, or not to do, under clause 12.6 whilst the Exclusivity Period continues;
- (c) in relation to which CMMC has expressly consented in writing, acting reasonably; or
- (d) the occurrence or potential or planned occurrence of which has been fairly disclosed in the Altona Disclosure Materials.

**Altona Share** means a fully paid ordinary share in the capital of Altona.

**Altona Share Exercise Time** has the meaning ascribed to it in clause 6.1(a).

**Altona Share Rights** means the share rights outstanding under the Altona Share Rights Plan.

**Altona Share Rights Plan** means the Altona Mining Limited Awards Plan.

**Altona Share Register** means the register of members of Altona maintained by or on behalf of Altona in accordance with section 168(1) of the Corporations Act.

**Altona Shareholder** means each person who is registered as a holder of an Altona Share.

**Altona Support Agreements** means the agreements dated the date of this deed whereby Altona Directors and Altona Officers agree to vote in favour of the Scheme in the absence of a Superior Proposal for Altona, subject only to the Independent Expert concluding that the Scheme is in the best interests of Altona Shareholders.

**Altona Support Statements** means written confirmations from certain holders of Altona Shares that it is the intention of those shareholders to vote in favour of the Scheme in the absence of a Superior Proposal for Altona, subject only to the Independent Expert concluding that the Scheme is in the best interests of Altona Shareholders.

**Altona Warranties** means the representations and warranties made by Altona in clause 15.3.

**Announcement** means an announcement in respect of the transactions contemplated by this deed in the form agreed by the parties.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited ACN 008 624 691.

**ASX Listing Rules** means the official listing rules of ASX.

**Break Fee** means A\$935,000.

**Business Day** is any day that is both a Business Day within the meaning given in the ASX Listing Rules and a day that banks in Perth, Western Australia and Vancouver and Toronto, Canada are open for business.

**Canadian Securities Laws** mean all applicable Canadian securities laws and the rules and regulations thereunder, together with all applicable published instruments, notices and orders of the securities regulatory authorities thereof.

**Cash Balance** means the total amount cash held by the Altona Group in Australian dollars (with United States dollar holdings converted at a rate of A\$:US\$ rate of 0.77:1).

**CHESS** means Clearing House Electronic Subregister System operated by ASX Settlement and Transfer Corporation Pty Ltd ACN 008 504 532.

**Circular** means the management information circular to be prepared by CMMC in respect of the CMMC Shareholder Resolutions in accordance with the terms of this deed and to be despatched to CMMC Shareholders, and includes the notice of meeting, proxy form and voting instruction form to be delivered to CMMC Shareholders together with such management information circular.

**CMMC Australia** means a wholly-owned, Australian-incorporated subsidiary of CMMC.

**CMMC Board** means the board of directors of CMMC.

**CMMC CDI** means a CHESS Depository Interest, being a unit of beneficial ownership in a CMMC Share and registered in the name of the Depository.

**CMMC Circular Information** means all information included in the Circular, other than the Altona Circular Information.

**CMMC Director** means a director of CMMC.

**CMMC EM Information** means all information regarding CMMC and its Subsidiaries (including information required to prepare the requisite pro forma financial statements and any other information reasonably requested by Altona to prepare disclosure regarding the merged CMMC-Altona entity) and the Scheme Consideration that is required by all applicable Australian laws, the ASX Listing Rules and the Policy Statements to be included in the Explanatory Memorandum (and any other information regarding CMMC, CMMC Shares or CMMC CDIs that Altona or any of its Representatives reasonably requests) including all the information that would be required:

- (a) under section 636(1)(c), (g), (h), (i), (k)(ii), (l) and (m) of the Corporations Act to be included in a CMMC's bidder's statement if CMMC were offering CMMC Shares or CMMC CDIs as consideration under a takeover bid; and
- (b) to ensure the Explanatory Memorandum complies with the requirements of section 411(3) of the Corporations Act.

**CMMC Financial Statements** mean the audited consolidated financial statements of CMMC for the years ended December 31, 2016 and 2015 and the quarterly financial statements for the three month period ended March 31, 2017 and the six month period ended June 30, 2017.

**CMMC Group** means CMMC and all of its Subsidiaries.

**CMMC Officer** means an officer of CMMC.

**CMMC Option** means an option to subscribe for one CMMC Share pursuant to the CMMC Share Option Plan.

**CMMC Regulated Event** means the occurrence of any of the events set out in Part B of Schedule 2, provided that a CMMC Regulated Event will not include a matter:

- (a) required to be done or procured by CMMC pursuant to this deed or the Scheme;
- (b) in relation to which Altona has expressly consented in writing, acting reasonably; or
- (c) the occurrence or potential or planned occurrence of which has been fairly disclosed in the CMMC Disclosure Materials or which has been announced by CMMC prior to the date of this deed.

**CMMC Share** means a common share, credited as fully paid, in the capital of CMMC.

**CMMC Share Option Plan** means the amended stock option plan of CMMC, effective as of June 3, 2011, as amended and approved by CMMC Shareholders June 17, 2014.

**CMMC Shareholder** means each person who is registered as a holder of an CMMC Share.

**CMMC Shareholder Resolution** means such ordinary resolution of CMMC Shareholders as may be necessary to:

- (a) approve the issuance and reservation of CMMC Shares pursuant to the Scheme for the purposes of, and in accordance with, the rules of the TSX; and
- (b) approve such other matters as may be necessary or desirable in connection with the Scheme or the admission of CMMC to the Official List.

**CMMC Support Agreements** means the agreements dated the date of the deed whereby CMMC Directors and CMMC Officers agree to vote in favour of the CMMC Shareholder Resolution.

**CMMC Warranties** means the representations and warranties made by CMMC in clause 15.1.

**Condition** means a condition to the Scheme set out in clause 3.1.

**Confidentiality Agreement** means the mutual confidentiality and non-disclosure agreement between CMMC and Altona dated August 18, 2017.

**Corporations Act** means the Corporations Act 2001 (Cth).

**Court** means the Federal Court of Australia or such other court of competent jurisdiction as Altona and CMMC agree in writing.

**Cowden** means Dr Alistair Cowden, the managing director of Altona.

**Cultural Heritage Laws** means all applicable federal and state law, and all applicable common law, providing for the recognition, the protection from injury or desecration and the conservation of areas, objects and other heritage values that are of particular significance to members of the Aboriginal race of Australia in accordance with Aboriginal tradition.

**Deed Poll** means a deed poll to be executed by CMMC Australia in favour of Scheme Shareholders, substantially in the form set out in Annexure B or in such other form as CMMC and Altona agree in writing.

**Depository** means CHES Depositary Nominees Pty Limited ACN 071 346 506, the entity that will provide depository services in respect of the CMMC CDIs.

**Disclosure Letter** means the letter executed by Altona and given to CMMC (or by CMMC and given to Altona, as the case may be) immediately before execution of this deed containing disclosures relating to the Altona Warranties (or CMMC Warranties, as the case may be).

**Disclosure Materials** means:

- (a) in respect of CMMC, all material filed by CMMC on SEDAR under CMMC's profile or information otherwise fairly disclosed by CMMC in writing to Altona (including a Disclosure Letter) prior to the date of this deed; and
- (b) in respect of Altona, material fairly disclosed by Altona on the ASX company announcements platform or information otherwise fairly disclosed by Altona in writing to CMMC (including a Disclosure Letter) prior to the date of this deed.

**Effective** means, when used in relation to the Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) of the Corporations Act in relation to the Scheme.

**Effective Date** means the date on which the Scheme becomes Effective.

**Eligible Scheme Shareholder** means a Scheme Shareholder that is not an Ineligible Overseas Shareholder.

**End Date** means 30 April 2018 or such later date agreed by the parties in writing.

**Environmental Approvals** means all permits, certificates, authorizations, approvals, orders, consents, instructions, registrations, directions, decisions, decrees, conditions, notifications, demands, filings, licenses or permits whether or not having the force of law, issued by any Regulatory Authority pursuant to any Environmental Laws.

**Environmental Laws** means all applicable laws whether foreign or domestic, including applicable common law, relating to the protection of the environment and employee and public health and safety, and for the regulation of contaminants, pollutants, waste, toxic and hazardous substances, town planning, heritage and water and includes Environmental Approvals.

**Excluded Shares** means any Altona Shares held by, or by any person on behalf of or for the benefit of, CMMC or its Related Bodies Corporate.

**Exclusivity Period** means the period commencing on the date of this deed and ending on the earlier of:

- (a) the date this deed is lawfully terminated in accordance with its terms;
- (b) the Implementation Date; and
- (c) the End Date.

**Explanatory Memorandum** means the explanatory memorandum to be prepared by Altona in respect of the Scheme in accordance with the terms of this deed and to be despatched to Altona Shareholders.

**First Court Date** means the first day of hearing of an application made to the Court for orders pursuant to section 411(1) of the Corporations Act convening the Scheme Meeting or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

**Governmental Agency** means: (i) any federal, state, provincial, municipal, local or other governmental or public department, central bank, court, commission, commissioner, board, bureau, agency, tribunal or instrumentality; (ii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above; or (iii) any applicable stock exchange.

**Group** means, in respect of a party, that party and its Subsidiaries.

**Hughes** means Mr Eric Hughes, Company Secretary and Chief Financial Officer of Altona.

**IFRS** means the accounting principles set out in the Canadian Institute for Chartered Accountants Handbook for an entity that prepares its financial statements in accordance with International Financial Reporting Standards.

**Implementation Date** means the date which is 5 Business Days after the Record Date or such other date as CMMC and Altona agree in writing.

**Independent Expert** means the independent expert to be engaged by Altona to express an opinion on whether the Scheme is in the best interests of Altona Shareholders.

**Independent Expert's Report** means the report from the Independent Expert for inclusion in the Explanatory Memorandum, and any updates to such report that the Independent Expert issues.

**Ineligible Overseas Shareholder** means an Altona Shareholder whose address as shown in the Altona Share Register at 5.00 pm on the Record Date is a place outside Australia and its external territories, New Zealand, Canada, the UK, Hong Kong, Singapore, the USA, Switzerland, Luxembourg, Bermuda, The Bahamas and Jersey, Channel Islands unless CMMC and Altona are satisfied, acting reasonably, that the laws of that Altona Shareholder's country of residence (as shown in the Altona Share Register) permit the issue and allotment of CMMC Shares to that Altona Shareholder, either unconditionally or after compliance with conditions which CMMC in its reasonable discretion regards as acceptable.

**Insolvency Event** means in relation to a person:

- (a) the person is or becomes unable to pay its debts as and when they fall due within the meaning of the Corporations Act or is otherwise presumed to be insolvent under the Corporations Act, or would be presumed to be insolvent if that Act applied;
- (b) the person suspends or threatens to suspend payment of its debts generally;
- (c) the calling of a meeting to consider a resolution to wind up the person (other than where the resolution is frivolous or cannot reasonably be considered to be likely to lead to the actual winding up of the person) or the making of an application or the making of any order, or the passing of any resolution, for the winding up, liquidation or bankruptcy of the party other than where the application or order (as the case may be) is set aside within 14 days;
- (d) the appointment of a provisional liquidator, liquidator, receiver or a receiver and manager or other insolvency official (whether under Australian law or foreign law) to the person or to the whole or a substantial part of the property or assets of the person;
- (e) the appointment of an administrator to the person;

- (f) the entry by a person into any compromise or arrangement with creditors; or
- (g) the person ceases or threatens to cease to carry on business.

**Interest Rights** has the meaning given in paragraph (o)(i)A of Schedule 2.

**Material Adverse Change** means, in respect of a party, any one or more events, occurrences or matters which individually or when aggregated with all such events, occurrences or matters of a like kind or category, has (or would be likely to have) a material adverse effect on the business, properties, financial condition, results, operations or prospects of that party's Group, taken as a whole, other than:

- (a) an event, occurrence or matter required to be undertaken or procured pursuant to this deed or the Scheme;
- (b) to the extent that an event, occurrence or matter was announced to the Stock Exchange or otherwise fairly disclosed in the Disclosure Materials or in writing to the other party prior to the date of this deed;
- (c) as a result of the release of the Announcement;
- (d) any change (excluding changes to taxation laws or policies) in accounting standards, law, regulation or policy;
- (e) a change in the price of copper, or any other event, occurrence or matter affecting the copper mining industry generally;
- (f) general economic, financial, currency exchange, securities or commodity market conditions;
- (g) any outbreak or escalation of hostilities or armed conflict;
- (h) any change in the market price of CMMC Shares or Altona Shares; or
- (i) an event that affects the other party in a substantially consistent and proportionate manner.

**Material Adverse Matter** means, in respect of a party, any one or more events, occurrences or matters which individually or when aggregated with all such events, occurrences or matters of a like kind or category which has occurred but is not in the public domain at the date of this deed or has not been disclosed to the other party before the date of this deed and which had it occurred after the date of this deed would have been a Material Adverse Change.

**MD Rights** means the 2,991,000 Altona Share Rights proposed to be issued to Cowden, subject to shareholder approval at the 2017 annual general meeting of Altona.

**Mineral Rights** has the meaning given in Schedule 3(n)(i)B.

**Misrepresentation** has the meaning ascribed to "misrepresentation" under Canadian Securities Laws.

**Native Title Laws** means all applicable federal and state law, and all applicable common law, providing for the recognition and protection of native title, establishing ways in which activities affecting native can occur validly, establishing mechanisms for determining claims to native title and regulating the coexistence of native title with existing land management systems.

**NSR Rights** has the meaning given in paragraph (o)(i)B of Schedule 2.

**Official List** means the official list of securities that ASX has admitted but not removed.

**Official Quotation** means official quotation by ASX in accordance with the ASX Listing Rules.

**Other Agreements** has the meaning given in paragraph (o)(i)B(iv) of Schedule 2.

**Policy** means the directors and officers insurance policy effected by Altona at the date of this deed and which presently expires on October 31, 2018.

**Policy Statements** means all regulatory guides published by ASIC and in force at the date of this deed.

**Real Property** has the meaning given in Schedule 3(n)(i)A.

**Record Date** means the date which is 5 Business Days after the Effective Date.

**Regulatory Authority** means:

- (a) any government, semi-government or local authority and any department, minister or agency of any government; and
- (b) any other authority, agency, commission, administrative, fiscal or judicial body (including the Court), tribunal or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange, including without limitation the ASX and TSX.

**Regulatory Conditions** means the Conditions set out in clauses 3.1(h), 3.1(i), 3.1(j), 3.1(k), 3.1(l), 3.1(m), 3.1(n) and 3.1(o).

**Related Body Corporate** has the meaning given in section 9 of the Corporations Act.

**Relevant Interest** has the meaning given in section 9 of the Corporations Act.

**Representative** means, in respect of a party, its Related Bodies Corporate and each director, officer, employee, advisor, agent or representative of that party and its Related Bodies Corporate.

**Sale Nominee** has the meaning given in clause 4.4(a).

**Scheme** means the scheme of arrangement under Part 5.1 of the Corporations Act between Altona and the Scheme Shareholders, substantially in the form set out in Annexure A or in such other form as CMMC and Altona agree in writing, pursuant to which all Scheme Shares will be transferred to CMMC Australia on the Implementation Date.

**Scheme Consideration** means the consideration to be provided to Scheme Shareholders under the terms of the Scheme, being 0.0974 fully paid CMMC Shares for each Altona Share issued and outstanding, to be issued in the form of CMMC CDIs or, at the election of Scheme Shareholders, other than Ineligible Overseas Shareholders, CMMC Shares, subject in all cases to clause 4.4.

**Scheme Meeting** means the meeting to be convened by the Court in relation to the Scheme pursuant to section 411(1) of the Corporations Act.

**Scheme Share** means each Altona Share on issue at 5.00 pm on the Record Date other than the Excluded Shares.

**Scheme Shareholder** means each person who is registered in the Altona Share Register as a holder of a Scheme Share.

**Second Court Date** means the first day of hearing of an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving the Scheme or, if the

hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

**SEDAR** means the System for Electronic Document Analysis and Retrieval described in National Instrument 13-101 - *System for Electronic Document Analysis and Retrieval (SEDAR)* of the Canadian Securities Administrators available to the public for viewing at [www.sedar.com](http://www.sedar.com).

**Stock Exchange** means ASX and/or TSX, as the context requires.

**Subsidiary** means a subsidiary within the meaning given to that term in section 9 of the Corporations Act.

**Superior Proposal** means in respect of Altona, an Altona Competing Proposal which:

- (a) in the determination of the Altona Board acting in good faith, is reasonably capable of being completed without undue delay, taking into account both the nature of the Altona Competing Proposal and the person or persons making it and which is not subject to any financing requirements or other conditions (other than any regulatory conditions required under applicable law) or any due diligence and/or access to Altona and its Subsidiaries; and
- (b) in the determination of the Altona Board acting in good faith, after receiving the advice of its external legal and financial advisers, would, if completed substantially in accordance with its terms, result in a transaction more favourable to the Altona Shareholders than the Scheme.

**Technical Expert** means the expert to be engaged by Altona to prepare the Technical Report.

**Technical Report** means the report(s) to be prepared for the purposes of National Instrument 43-101 and National Instrument 51-102 which are required for filing on SEDAR in connection with the filing of the Circular, and any updates to such report that the Technical Expert issues.

**Third Party** means a person who is neither a party to this deed, nor any Related Body Corporate of a party to this deed, including without limitation any individual, corporation, partnership, party, trust, fund, association and or other organised group of persons or combination of persons acting in concert by virtue of an agreement, arrangement, commitment or understanding which is not a party to this deed.

**Timetable** means the indicative timetable in relation to the Scheme and the CMMC Shareholder Resolution set out in Schedule 1, or such other indicative timetable as may be agreed in writing by the parties.

**Transition Period** means the period of six months following the Implementation Date.

**TSX** means Toronto Stock Exchange.

## 1.2 Interpretation

In this deed headings and words in bold are for convenience only and do not affect the interpretation of this deed and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word indicating a gender includes every other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (h) a reference to a statute includes any regulations or other instruments made under it and a reference to a statute or any regulation or other instrument made under it or a provision of any such statute, regulation or instrument includes consolidations, amendments, re-enactments and replacements;
- (i) a reference to a **liability** incurred by any person includes any liability of that person arising from or in connection with any obligation (including indemnities and all other obligations owed as principal or guarantor) whether liquidated or not, whether present, prospective or contingent and whether owed, incurred or imposed by or to or on account of or for the account of that person alone, severally or jointly or jointly and severally with any other person;
- (j) a reference to a **loss** incurred by any person includes any loss, liability, damage, cost, charge, expense which the person pays, incurs or is liable for and any other diminution of value of any description which the person suffers, including all liabilities on account of taxes or duties, all interest, penalties, fines and other amounts payable to third parties and all legal expenses (on a full indemnity basis without necessity of taxation) and other expenses in connection with investigating or defending any claim, action, demand or proceeding, whether or not resulting in any liability, and all amounts paid in settlement of any such claims;
- (k) a reference to any time is a reference to that time in Perth, Australia;
- (l) a reference to **A\$** or **dollar** is to Australian currency;
- (m) a reference to **C\$** is to Canadian currency; and
- (n) this deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

### 1.3 Best and reasonable endeavours

Any provision of this deed which requires a party to use best endeavours or reasonable endeavours, or to take all steps reasonably necessary, to procure that something is performed or occurs does not include any obligation:

- (a) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person; or
- (b) to commence any legal action or proceeding against any person, to procure that that thing is done or happens, except for payment of any applicable fee for the lodgement or filing of any relevant application with any Regulatory Authority or any other amount required to be paid to a Regulatory Authority in order to complete the transactions contemplated in this deed,

except where that provision expressly specifies otherwise.

## **1.4 Business Day**

Except where otherwise expressly provided, where under this deed the day on which any act, matter or thing is to be done is a day other than a Business Day, such act matter or thing shall be done on the immediately following Business Day.

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## **2. Obligations in relation to Scheme**

### **2.1 Altona to propose Scheme**

- (a) Altona agrees to propose and (subject to it becoming Effective) implement the Scheme on and subject to the terms and conditions of this deed.
- (b) CMMC agrees to assist Altona to propose the Scheme on and subject to the terms and conditions of this deed.
- (c) The parties agree to implement the Scheme on and subject to the terms and conditions of this deed.

### **2.2 Consideration**

CMMC covenants in favour of Altona that in consideration for the transfer to CMMC Australia of Scheme Shares held by Scheme Shareholders under the terms of the Scheme, CMMC will, subject to the Scheme becoming Effective and clause 4.4, provide or cause to be provided the Scheme Consideration to Scheme Shareholders (for each Scheme Share held on the Record Date) in accordance with the terms of the Scheme, the Deed Poll and this deed.

### **2.3 Timetable**

Each party agrees to use its best endeavours to complete its obligations under this deed substantially in accordance with the Timetable.

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## **3. Conditions to Scheme**

### **3.1 Conditions**

The Scheme will not become Effective until each of the following conditions has been fulfilled or waived in accordance with clause 3.5:

- (a) no Material Adverse Change in respect of Altona occurs or becomes known to CMMC, and no Material Adverse Matter in respect of Altona becomes known to CMMC, after the date of this deed and before 8.00 am on the Second Court Date;
- (b) no Altona Regulated Event occurs or becomes known to CMMC after the date of this deed and before 8.00 am on the Second Court Date;
- (c) no Material Adverse Change in respect of CMMC occurs or becomes known to Altona, and no Material Adverse Matter in respect of CMMC becomes known to Altona, after the date of this deed and before 8.00 am on the Second Court Date;
- (d) no CMMC Regulated Event occurs or becomes known to Altona after the date of this deed and before 8.00 am on the Second Court Date;
- (e) the Altona Warranties are true and correct in all material respects on the date of this deed and as at 8.00 am on the Second Court Date (unless any warranty relates to an earlier date, in which case as at such date);

- (f) the CMMC Warranties are true and correct in all material respects on the date of this deed and as at 8.00 am on the Second Court Date (unless any warranty relates to an earlier date, in which case as at such date);
- (g) the Independent Expert issues the Independent Expert's Report which concludes that the Scheme is in the best interests of Altona Shareholders before the date on which the Explanatory Memorandum is registered by ASIC under the Corporations Act and the Independent Expert does not change that conclusion or withdraw its report prior to 8.00 am on the Second Court Date;
- (h) the Court approves the Scheme in accordance with section 411(4)(b) of the Corporations Act;
- (i) Altona Shareholders approve the Scheme by the majorities required under section 411(4)(a) of the Corporations Act in relation to the Scheme Meeting convened by the Court;
- (j) the Treasurer of the Commonwealth of Australia has either:
  - (i) provided written notice which is unconditional or subject only to conditions reasonably acceptable to both CMMC and Altona that there is no objection under the Foreign Acquisitions and Takeovers Act 1975 (Cth) or Australian foreign investment policy to the Scheme; or
  - (ii) become precluded from exercising any power to make an order under the Foreign Acquisitions and Takeovers Act 1975 (Cth) in relation to the Scheme; or
  - (iii) confirmed that the transactions contemplated by this deed and the Scheme do not trigger a requirement to seek approval under the Foreign Acquisitions and Takeovers Act 1975 (Cth) or Australian foreign investment policy.
- (k) before 8.00 am on the Second Court Date, ASIC has issued or provided such consents, waivers or approvals or done such other things as are reasonably necessary to implement the Scheme;
- (l) CMMC Shareholders approve the CMMC Shareholder Resolution by the requisite majority;
- (m) CMMC having received all necessary approvals from the TSX for the issuance of CMMC Shares to Scheme Shareholders (or, where relevant, the Depositary, with the corresponding issue of CMMC CDIs to Scheme Shareholders) as contemplated by the Scheme, and the conditional listing of such CMMC Shares on the TSX;
- (n) before 8.00 am on the Second Court Date, ASX provides such consents and approvals as are reasonably necessary to implement the Scheme including ASX giving approval for the admission of CMMC to the Official List and for the Official Quotation of CMMC CDIs, subject to any conditions which ASX may reasonably require, including implementation of the Scheme, and shall have provided a waiver to CMMC entitling CMMC to comply with the rules of the TSX and Canadian Securities Laws with respect to all filings to be made and compliance by CMMC with securities laws in Australia;
- (o) no Regulatory Authority has:
  - (i) undertaken a judicial proceeding seeking to enjoin, restrain or otherwise prohibit or impose adverse conditions on the Scheme which remain in effect as at 8.00 am on the Second Court Date;

- (ii) issued an order, decree or ruling prohibiting or imposing adverse conditions on or otherwise preventing completion of the Scheme which remains in effect as at 8:00 am on the Second Court Date; or
  - (iii) declined to issue an order, decree, ruling, notification or communication by 8.00 am on the Second Court Date that is required for the Scheme to be implemented in accordance with this deed;
- (p) Altona shall have delivered to CMMC 10 Business Days prior to the date for mailing of the CMMC Circular to the CMMC shareholders, the Technical Report in a form satisfactory to CMMC, acting reasonably;
  - (q) Altona shall have substantially complied prior to the Second Court Date with its covenants as contained in this deed;
  - (r) CMMC shall have substantially complied prior to the Second Court Date with its covenants as contained in this deed;
  - (s) arrangements satisfactory to CMMC will have been made with respect to contracts required for the financing of the Cloncurry Project; and
  - (t) as at 8.00 am on the Second Court Date the Cash Balance is A\$30m or more, unless otherwise agreed to by CMMC.

### **3.2 General obligations in relation to Conditions**

Without prejudice to any other obligations of the parties under this deed:

- (a) Altona must use its best endeavours to ensure that the Conditions set out in clauses 3.1(a) and 3.1(b) continue to be satisfied at all times until 8.00 am on the Second Court Date and that the Condition set out in clause 3.1(e) is satisfied as at the times set out in that clause;
- (b) CMMC must use its best endeavours to ensure that the Conditions set out in clauses 3.1(c), 3.1(d) continue to be satisfied at all times until 8.00 am on the Second Court Date and that the Condition set out in clause 3.1(f) is satisfied at the times set out in that clause;
- (c) both parties must use their best endeavours to ensure (including by way of the timely provision of information) that the Independent Expert's Report is completed before the date on which the Explanatory Memorandum is registered by ASIC under the Corporations Act;
- (d) Altona must use its best endeavours to ensure that the Technical Report is delivered to CMMC in a form satisfactory to CMMC (acting reasonably) 10 Business Days prior to the date for mailing of the CMMC Circular to CMMC shareholders;
- (e) neither party shall take any action that will or is likely to hinder or prevent the satisfaction of any Condition except to the extent that such action is required to be done or procured pursuant to, or is otherwise permitted by, this deed or is required by law; and
- (f) without limiting clause 3.2(e):
  - (i) before sending any submission or material correspondence to a Governmental Agency in connection with the satisfaction of any Regulatory Condition, each party must consult with the other party in relation to, and provide the other party with a draft copy of, such submission or correspondence as soon as practicable and consider in

good faith any reasonable comments received from the other party in relation to such submission or correspondence; and

- (ii) each party must act co-operatively with the other party and in a timely manner in connection with the satisfaction of any Regulatory Condition, including responding to reasonable requests for information (whether made by the other party, a Governmental Agency or any other person) at the earliest practicable time.

### **3.3 Obligations in relation to Regulatory Conditions**

Each party must use its best endeavours to ensure that the Regulatory Conditions are satisfied as soon as practicable after the date of this deed and in particular Altona and CMMC must each, as soon as practicable after the date of this deed, file or cause to be filed with each relevant Regulatory Authority any notifications required with regard to the transactions contemplated by the Scheme, including for CMMC, the filing contemplated in clause 3.1(i) and the application to ASX for the approvals contemplated in clause 3.1(n).

### **3.4 Notice in relation to satisfaction of Conditions**

Each party must:

- (a) keep the other promptly and reasonably informed of the steps it has taken and of its material progress towards satisfaction of the Conditions; and
- (b) in relation to any Condition notify the other party in writing upon becoming aware of:
  - (i) the satisfaction of that Condition, in which case the notifying party must also provide reasonable evidence the Condition has been satisfied; and
  - (ii) any fact or circumstance which results in that Condition becoming incapable of satisfaction or may result in that Condition not being satisfied in accordance with its terms.

### **3.5 Benefit and waiver of Conditions**

- (a) The Conditions to the Scheme in clauses 3.1(c), 3.1(d), 3.1(f), 3.1(g), 3.1(n) and 3.1(r) are for the sole benefit of Altona and any breach or non-fulfilment of those conditions may only be waived by Altona by notice in writing to CMMC.
- (b) The Conditions to the Scheme in clauses 3.1(a), 3.1(b), 3.1(e), 3.1(i), 3.1(p), 3.1(q), 3.1(s) and 3.1(t) are for the sole benefit of CMMC and any breach or non-fulfilment of those Conditions may only be waived by CMMC by notice in writing to Altona.
- (c) The Conditions to the Scheme in clauses, 3.1(h), 3.1(j), 3.1(k), 3.1(l), 3.1(m) and 3.1(o) are for the benefit of both parties and may not be waived.
- (d) A party entitled to waive a Condition under this clause 3.5 may do so in its absolute discretion.
- (e) If a waiver by a party of a Condition is itself expressed to be conditional and the other party does not accept the conditions thereto, the relevant Condition has not been waived.
- (f) If a party waives the breach or non-fulfilment of any of the Conditions, that waiver will preclude it from suing the other party for any breach of this deed that resulted from the breach or non-fulfilment of the Condition that was waived or arising from the same event which gave rise to the breach or non-fulfilment of the condition.

- (g) Unless expressed as such in the waiver, waiver of a breach or non-fulfilment in respect of one Condition does not constitute:
  - (i) a waiver of breach or non-fulfilment of any other Condition resulting from the same event; or
  - (ii) a waiver of breach or non-fulfilment of that Condition resulting from any other event.
- (h) Any waiver must be in writing.

### 3.6 Failure of Conditions

- (a) If any Condition that is stated in clause 3.5 to be for the benefit of a party (in this clause 3.6, **first party**) (whether or not the Condition is also stated to be for the benefit of the other party):
  - (i) becomes incapable of satisfaction; or
  - (ii) has not been satisfied or waived in accordance with clause 3.5 before the End Date,

the first party may serve notice on the other party requiring it to consult in good faith with a view to extending the date for satisfaction of the relevant Condition, or adjourning or changing the date of the application to the Court for an order pursuant to section 411(4)(b) of the Corporations Act or determining whether the Scheme or a transaction which results in a merger of CMMC and Altona may proceed by way of an alternative approach and if so, to agree on the terms of such alternative approach.

- (b) If the parties are unable to reach agreement under clause 3.6(a) within 5 Business Days after the delivery of the notice under that clause, or no such notice is given within 5 Business Days of such notice first being capable of being delivered, the first party may terminate this deed by notice in writing to the other party, provided that the first party shall not be permitted to terminate this deed in respect of the relevant Condition becoming incapable of satisfaction, or not being satisfied before the End Date, if a failure by such party to comply with its obligations under this deed directly and materially contributed to the relevant Condition becoming incapable of satisfaction, or not being satisfied before the End Date.

### 3.7 Certificate

Altona (and, if necessary for the Scheme to proceed, CMMC) must provide to the Court at the Second Court Hearing a certificate confirming that all Conditions (other than the Conditions referred to in clause 3.1(h)) have been satisfied or waived in accordance with the terms of this deed.

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## 4. Implementation of Scheme

### 4.1 Altona's obligations in respect of the Scheme

Altona must take all steps reasonably necessary to propose and implement the Scheme as soon as is reasonably practicable after the date of this deed and so as to complete the transaction substantially in accordance with the Timetable (unless otherwise agreed by the parties acting reasonably and in good faith), and in particular Altona must:

- (a) prepare the Explanatory Memorandum in accordance with the requirements of all applicable laws, the ASX Listing Rules and the Policy Statements, provide a draft to CMMC and provide CMMC with a reasonable opportunity to provide suggested amendments to that draft prior to the provision of a draft to ASIC under

clause 4.1(e)(i) and if such suggested amendments relate to the CMMC EM Information, Altona must consider in good faith such suggested amendments unless such suggested amendments would render the Explanatory Memorandum misleading or deceptive;

- (b) promptly appoint the Independent Expert and provide all assistance and information reasonably requested by the Independent Expert in connection with the preparation of the Independent Expert's Report for inclusion in the Explanatory Memorandum;
- (c) provide to CMMC all material required under Canadian Securities Laws for the preparation of CMMC's Circular, including material required for the preparation of pro forma financial statements for CMMC;
- (d) provide assistance, if required, to CMMC to obtain the listing of the CMMC Shares on the ASX and obtain the Waivers required;
- (e) as soon as reasonably practicable but no later than 14 days before the First Court Date provide an advanced draft of the Explanatory Memorandum:
  - (i) to ASIC for its review and approval for the purposes of section 411(2) of the Corporations Act; and
  - (ii) to CMMC;
- (f) apply to ASIC for the production of statements in writing pursuant to section 411(17)(b) of the Corporations Act stating that ASIC has no objection to the Scheme;
- (g) provided that the confirmation referred to in clause 4.2(d)(i) has been received, lodge all documents with the Court and take all other reasonable steps to ensure that an application is heard by the Court for an order under section 411(1) of the Corporations Act directing Altona to convene the Scheme Meeting;
- (h) if required, request ASIC to register the explanatory statement included in the Explanatory Memorandum in relation to the Scheme in accordance with section 412(6) of the Corporations Act;
- (i) take all steps necessary to comply with the orders of the Court including, as required, dispatching the Explanatory Memorandum to the Altona Shareholders convening and holding the Scheme Meeting;
- (j) keep CMMC informed as to the result and status of proxies received in relation to the resolutions submitted to the Scheme at the Scheme Meeting;
- (k) if the resolutions submitted to the Scheme Meeting in relation to the Scheme are passed by the majorities required under section 411(4)(a) of the Corporations Act, apply to the Court for orders approving the Scheme;
- (l) if the Scheme is approved by the Court:
  - (i) promptly lodge with ASIC an office copy of the orders approving the Scheme in accordance with section 411(10) of the Corporations Act;
  - (ii) close the Altona Share Register as at 5.00 pm on the Record Date and determine entitlements to the Scheme Consideration in accordance with the Scheme and provide such information to CMMC (or its share registry) in such form as CMMC may reasonably require to facilitate the payment of the Scheme Consideration;

- (iii) promptly register all transfers of Scheme Shares to CMMC Australia in accordance with the Scheme;
  - (iv) take all reasonable steps to maintain Altona's listing on ASX, notwithstanding any suspension of the quotation of Altona Shares, up to and including the Implementation Date, including making appropriate applications to ASX and cause the ASX to delist the Altona Shares on the ASX effective on the Implementation Date; and
  - (v) promptly do all other things contemplated by or necessary to give effect to the Scheme and the orders of the Court approving the Scheme; and
- (m) from the First Court Date until the Implementation Date, promptly inform CMMC if it becomes aware that the Explanatory Memorandum or any material on Altona contained in the Circular contains a statement which is misleading or deceptive in a material respect or contains a material omission.

## **4.2 CMMC's obligations in respect of the Scheme**

CMMC must take all steps reasonably necessary to assist Altona to implement the Scheme as soon as is reasonably practicable and so as to complete the transaction substantially in accordance with the Timetable and in particular CMMC must:

- (a) provide to Altona the CMMC EM Information requested by Altona in a form specified by Altona as appropriate for inclusion in the Explanatory Memorandum (including, subject to clauses 4.1(a) and 4.2(d), consenting to the form and context in which the CMMC EM Information appears in the Explanatory Memorandum in reasonable time to allow Altona to prepare the final form of the Explanatory Memorandum in accordance with this deed);
- (b) promptly provide all assistance and information reasonably requested by the Independent Expert to enable it to prepare the Independent Expert's Report;
- (c) as soon as reasonably practicable after receipt from Altona of a draft of the Explanatory Memorandum in accordance with clause 4.1(a), provide any suggested changes to the CMMC EM Information in that draft;
- (d) as soon as reasonably practicable after receipt from Altona of the draft of the Explanatory Memorandum provided in accordance with clause 4.1(e), either:
  - (i) confirm in writing to Altona that the CMMC EM Information in the form and context in which it appears in the Explanatory Memorandum is not misleading or deceptive in any material respect and does not contain any material omission; or
  - (ii) provide to Altona the changes required to ensure that the CMMC EM Information in the form and context in which it appears in the Explanatory Memorandum is not misleading or deceptive and does not contain any material omission;
- (e) provide to Altona all such further or new information of which CMMC becomes aware after the First Court Date until the Implementation Date that is required to ensure that the CMMC EM Information in the form and context in which it appears in the Explanatory Memorandum is not misleading or deceptive in any material respect and does not contain any material omission;
- (f) prior to the First Court Date, enter into (and procure that CMMC Australia enters into) the Deed Poll and deliver executed versions to Altona;

- (g) use its best endeavours to obtain all waivers, exemptions and modifications from ASX, ASIC, TSX and other applicable Canadian securities regulatory authorities as may be required to facilitate implementation of the Scheme on terms acceptable to CMMC, acting reasonably;
- (h) procure that it is represented by counsel at the Court hearings convened for the purposes of section 411(4)(b) of the Corporations Act, at which, through its counsel, CMMC and CMMC Australia will undertake (if requested by the Court) to do all such things and take all such steps within its power as may be reasonably necessary in order to ensure the fulfilment of its obligations under this deed, the Scheme; and
- (i) if the Scheme becomes Effective,
  - (i) procure that CMMC Australia accepts a transfer of all Scheme Shares in accordance with the Scheme;
  - (ii) provide or cause to be provided the Scheme Consideration on the Implementation Date in accordance with the Scheme; and
  - (iii) procure (or ensure that it has previously procured) that a share sale facility is established (and a Sale Nominee appointed) to deal with CMMC Shares that would otherwise be issued to Ineligible Overseas Shareholders in the manner contemplated by clause 4.4.

#### 4.3 Scheme Consideration

- (a) CMMC agrees (and covenants in favour of Altona) that, subject to the Scheme becoming Effective and subject to clause 4.3(b), in consideration of the transfer to CMMC Australia of each Scheme Share held by a Scheme Shareholder under the Scheme, CMMC will provide or cause to be provided the Scheme Consideration to each Scheme Shareholder (for each Scheme Share held by it) on the Implementation Date.
- (b) A Scheme Shareholder (other than an Ineligible Overseas Shareholder) will be entitled to elect to receive, as consideration for the transfer of its Scheme Shares to CMMC Australia, CMMC Shares instead of CMMC CDIs. In the absence of such an election, each Scheme Shareholder (other than an Ineligible Overseas Shareholder) will receive CMMC CDIs.

#### 4.4 Ineligible Overseas Shareholders

- (a) CMMC will be under no obligation under the Scheme to issue, and will not issue, any CMMC Shares (or CMMC CDIs) to any Ineligible Overseas Shareholder, and instead CMMC will issue the CMMC Shares to which the Ineligible Overseas Shareholder would otherwise have been entitled (if they were an Eligible Scheme Shareholder) to a nominee appointed by CMMC (**Sale Nominee**).
- (b) CMMC will procure that, as soon as reasonably practicable and in any event not more than 30 Business Days after the Implementation Date, the Sale Nominee, in an orderly fashion as determined by CMMC not to disrupt the market in CMMC Shares:
  - (i) sells on a financial market on which CMMC is listed all of the CMMC Shares issued to the Sale Nominee pursuant to clause 4.4(a) in such manner, or such financial market, at such price and on such other terms as the Sale Nominee determines in good faith; and
  - (ii) remits to CMMC the proceeds of sale after deducting any applicable brokerage, stamp duty and other selling costs, taxes and charges.

- (c) Promptly after the last sale of CMMC Shares in accordance with clause 4.4(b), CMMC will pay to each Ineligible Overseas Shareholder the proportion of the net proceeds of sale received by CMMC pursuant to clause 4.4(b)(ii), to which that Ineligible Overseas Shareholder is entitled (calculated on an averaged basis so that all Ineligible Overseas Shareholders receive the same price per Scheme Share, subject to rounding).

#### **4.5 Allotment and issue of CMMC Shares**

Subject to the Scheme becoming Effective, CMMC must:

- (a) allot and issue the CMMC Shares (including any to be issued to the Depositary) on terms such that each CMMC Share will rank equally in all respects with existing CMMC Shares;
- (b) to the extent permitted by the TSX and ASX, do everything reasonably necessary to ensure that trading in the CMMC Shares and CMMC CDIs commences on a deferred settlement basis as soon as practicable after the Effective Date and on a normal settlement basis no later than the first Business Day after the Implementation Date; and
- (c) ensure that on issue, each CMMC Share will be fully paid and non-assessable and free from any mortgage, charge, lien, encumbrance or other security interest.

#### **4.6 Rounding entitlements**

If the number of Scheme Shares held by a Scheme Shareholder as at 5.00 pm on the Record Date is such that the aggregate entitlement of the Scheme Shareholder to Scheme Consideration results in a fractional entitlement to a CMMC Share then the entitlement of that Scheme Shareholder must be rounded down to the nearest whole number of CMMC Shares if the fractional entitlement is to be half of a CMMC Share or less, or rounded up to the nearest whole number of CMMC Shares if the fractional entitlement is to be more than half of a CMMC Share.

#### **4.7 Further CMMC undertakings**

CMMC further undertakes to (and covenants in favour of) Altona that it will:

- (a) promptly apply to the ASX for the Official Quotation of the CMMC CDIs on the ASX on the Implementation Date and for a waiver from ASX as contemplated in clause 3.1(n) of this deed; and
- (b) promptly apply for the approval contemplated in clause 3.1(i).

#### **4.8 Further Altona Undertakings**

Altona further undertakes (and covenants in favour of CMMC) that it will promptly provide all information and materials necessary to assist CMMC in applying for the approval referred to in clause 3.1(i).

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## **5. Obligations in relation to CMMC Shareholder Resolutions**

### **5.1 CMMC's obligations in respect of CMMC Shareholder Resolutions**

CMMC must take all steps reasonably necessary to obtain the approval of the CMMC Shareholder Resolution by the requisite majority as soon as is reasonably practicable after the date of this deed and, in any event, in accordance with the Timetable, subject to Altona's fulfilment of its obligations related thereto, and in particular CMMC must:

- (a) prepare the Circular in accordance with the requirements of all applicable corporate and Canadian Securities Laws and the applicable rules and policies of TSX, provide a draft to Altona and provide Altona and its advisers with a reasonable opportunity to provide suggested amendments to that draft prior to the issue of the Circular. If any such suggested amendments relate to the Altona Circular Information, CMMC must consider in good faith such suggested amendments unless such suggested amendments would result in a Misrepresentation being included in the Circular;
- (b) ensure that the Circular contains a clear and prominent statement of the matters referred to in clause 11.1;
- (c) apply to the TSX for approval for the issuance of CMMC Shares to holders of Altona Shares (or, in the case of CMMC CDIs, to the Depositary), the listing of such CMMC Shares on the TSX following the Implementation Date, and all other matters related to the transactions contemplated hereunder for which TSX approval is required;
- (d) dispatch the Circular to the CMMC Shareholders and convene and hold the meeting at which the CMMC Shareholder Resolution is proposed;
- (e) keep Altona informed as to the result and status of proxies received in relation to the CMMC Shareholder Resolution;
- (f) if the CMMC Shareholder Resolution is passed by the requisite majority, do all such things as are required to give full effect to that resolution; and
- (g) until the Implementation Date, promptly inform Altona if it becomes aware that the Circular contains a Misrepresentation.

### **5.2 Altona's obligations in respect of the CMMC Shareholder Resolutions**

Altona must take all steps reasonably necessary to assist CMMC to obtain the approval of the CMMC Shareholder Resolutions by the requisite majorities as soon as is reasonably practicable after the date of this deed and, in any event, in accordance with the Timetable, and in particular Altona must:

- (a) provide to CMMC the Altona Circular Information requested by CMMC in a form reasonably specified by CMMC as appropriate for inclusion in the Circular and provide assistance to CMMC in preparing pro forma financial statements for CMMC;
- (b) promptly appoint the Technical Expert and provide all assistance and information reasonably requested by the Technical Expert in connection with the preparation of the Technical Report for filing on SEDAR concurrently with the filing of the Circular and disclosure in the Circular;
- (c) as soon as reasonably practicable after receipt from CMMC of a draft of the Circular provided in accordance with clause 5.1(a), either:
  - (i) confirm in writing to CMMC that the Altona Circular Information in the form and context in which it appears in the Circular does not contain a Misrepresentation; or

- (ii) provide to CMMC the changes required to ensure that the Altona Circular Information in the form and context in which it appears in the Circular does not contain a Misrepresentation; and
- (d) provide to Altona all such further or new information of which Altona becomes aware until the Implementation Date that is required to ensure that the Altona Circular Information in the form and context in which it appears in the Circular does not contain a Misrepresentation.

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## **6. Obligations in relation to Share Rights**

### **6.1 Acceleration of Altona Share Rights**

Promptly following the Effective Date:

- (a) Altona will accelerate the vesting of all Altona Share Rights and give notice to the holders of Altona Share Rights that they have until 5:00 pm on the Business Day prior to the Record Date (in this clause 6 **Altona Share Exercise Time**) to exercise the Altona Share Rights; and
- (b) cause to be recorded on the Altona Share Register all Altona Shares issued on exercise of the Altona Share Rights so that the holders of exercised Altona Share Rights are Scheme Shareholders on the Record Date.

### **6.2 Cancellation of Altona Share Rights and Termination of Altona Share Rights Plan**

Altona shall immediately after the Altona Share Exercise Time cancel any Altona Share Rights that have not been exercised and terminate the Altona Share Rights Plan.

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## **7. Conduct of business and access**

### **7.1 Conduct of business**

- (a) From the date of this deed to the Implementation Date, Altona must:
  - (i) not do anything that would constitute an Altona Regulated Event or a Material Adverse Change on Altona; and
  - (ii) use its best endeavours to procure that the Altona Group conducts its businesses in the ordinary course except in relation to any matter required to be done or procured by Altona pursuant to, or which is otherwise permitted by, this deed or the Scheme or the undertaking of which CMMC has approved in writing, such approval not to be unreasonably withheld or delayed.
- (b) From the date of this deed to the Implementation Date, CMMC must:
  - (i) not do anything that would constitute a CMMC Regulated Event; and
  - (ii) use its best endeavours to procure that the CMMC Group conducts its businesses in the ordinary course except in relation to any matter required to be done or procured by CMMC pursuant to, or which is otherwise permitted by, this deed or the Scheme or the undertaking of which Altona has been provided notice in writing.

## **7.2 Requests for access**

- (a) From the date of this deed to the Implementation Date, Altona will in good faith, on request from CMMC, provide to CMMC reasonable access at reasonable times to:
  - (i) members of the Altona Board or senior management and to such other personnel as are requested by CMMC (acting reasonably);
  - (ii) records and premises of the Altona Group, unless the provision of any such access is prohibited by law; and
  - (iii) other Altona business sites and locations, unless the provision of such access is prohibited by law.
- (b) From the date of this deed to the Implementation Date, CMMC will in good faith, on request from Altona, provide to Altona reasonable access at reasonable times, to:
  - (i) senior management and to such other personnel as are requested by Altona (acting reasonably); and
  - (ii) other CMMC business sites and locations, unless the provision of such access is prohibited by law.

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## **8. CMMC and Altona corporate matters**

### **8.1 CMMC Board Member**

CMMC will do all things necessary to procure that, on and from the Effective Date, Cowden is appointed to the CMMC Board.

### **8.2 Altona Board and Officers**

- (a) On the Implementation Date all Altona Directors and Altona Officers, except Cowden, shall resign from the Altona Board and the board of directors of all of its Subsidiaries.
- (b) On and from the Implementation Date, Cowden will remain employed under the same terms and conditions (including any accrued rights and entitlements as regards long service leave and redundancy) (but excluding any rights to any share rights or options beyond the MD Rights) as his current employment contract with Altona, unless agreed otherwise between CMMC and Cowden.
- (c) On the Implementation Date, Hughes will be appointed as a director of Altona (in order to meet Australian-resident director requirements), and will remain as an employee of Altona during the Transition Period, and thereafter on a consultancy basis, subject to agreement on terms between CMMC and Hughes.

### **8.3 Altona Office and Employees**

- (a) CMMC will cause to be maintained the Altona corporate office in Perth, and the employment of all existing employees of Altona, during the Transition Period.
- (b) In the event the Altona corporate office in Perth is relocated to Queensland after the expiry of the Transition Period, all Altona employees will be offered the opportunity to relocate on no less favourable terms to their existing employment (but excluding any rights to any share rights or options), to be accepted or declined at their discretion.

- (c) The existing Altona employee bonus scheme, if acceptable to CMMC, acting reasonably, will continue to apply to existing Altona employees during the Transition Period.

#### **8.4 Enforceability of clauses 8.2 and 8.3**

CMMC acknowledges that its obligation under clauses 8.2 and 8.3 are for the benefit of the Altona directors, officers and employees referred to in those clauses and may be enforced by such individuals directly against CMMC.

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### **9. Announcements**

#### **9.1 Announcement**

Immediately after the execution of this deed, Altona must issue the Announcement to the ASX, and CMMC must issue a news release (in each case in a form agreed between the parties) and file a material change report in compliance with Canadian Securities Laws.

#### **9.2 Other public announcements**

- (a) Subject to clause 9.2(b), each party must consult with the other prior to making any other public announcement in connection with the Scheme and Altona shall obtain the consent of CMMC to any public announcement made by it on any matter whatsoever.
- (b) Where a party is required by law, the ASX Listing Rules or the rules and policies of the TSX to make any announcement or make any disclosure relating to a matter the subject of the Scheme it must, to the extent practicable, consult with the other party as to the content of that announcement or disclosure, unless acting reasonably a party considers that an immediate announcement is required to be made.

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### **10. Recommendation and intentions in relation to the Scheme**

#### **10.1 Altona Board recommendation**

The Altona Board must, in the Announcement and in the Explanatory Memorandum, unanimously recommend that Altona Shareholders vote in favour of the Scheme, in the absence of a Superior Proposal, subject only to the Independent Expert concluding that the Scheme is in the best interests of Altona Shareholders.

#### **10.2 Altona Support Agreements**

Concurrently with the execution of this deed, Altona shall deliver to CMMC, from each Altona Director and Altona Officer, the Altona Support Agreement, agreeing to vote in favour of the Scheme.

#### **10.3 Altona Support Statements**

- (a) Altona shall deliver to CMMC concurrently with the execution of this deed, Altona Support Statements from major shareholders of Altona so that the Support Agreements and Support Statements shall have been obtained from holders of not more than 20% of the Altona Shares.
- (b) Following the announcement, Altona must use its best endeavours to procure expressions of support from other Altona Shareholders to vote in favour of the Scheme any Altona Shares in which they have a Relevant Interest and in respect of which they have power to vote.

## **10.4 Change of recommendation or intentions**

The Altona Board may change or withdraw its recommendation and any Altona Director may announce his or her intention to vote against the Scheme or to abstain from voting on the Scheme any Altona Shares in which they have a Relevant Interest and in respect of which they have power to vote, if:

- (a) the Independent Expert fails to conclude that the Scheme is in the best interests of Altona Shareholders (or having given a report that, in the opinion of the Independent Expert, the Scheme is in the best interests of Altona Shareholders, gives a report changing that opinion for any reason to conclude that the Scheme is not in the best interests of Altona Shareholders);
- (b) the Altona Board determines, in the manner set out in clause 12.6, that an Altona Competing Proposal constitutes a Superior Proposal; or
- (c) the Altona Board has determined in good faith, having received expert advice as appropriate, that it must do so because of its duties to Altona (including having regard to the best interests of holders of Altona Shares).

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## **11. Recommendation and intentions in relation to the CMMC Shareholder Resolutions**

### **11.1 CMMC Board recommendation and Officer Support**

- (a) The Announcement and the Circular must indicate that the CMMC Board has unanimously recommended that CMMC Shareholders vote in favour of the CMMC Shareholder Resolution and that all CMMC Directors intend to vote any CMMC Shares in respect of which they have the power to direct a vote in favour of the CMMC Shareholder Resolution.
- (b) Concurrently with the execution of this deed, CMMC will deliver to Altona CMMC Support Agreements from each of the CMMC Directors and CMMC Officers.

### **11.2 CMMC Shareholder solicitation process for the CMMC Shareholder Resolution**

CMMC shall use its best endeavours to procure that CMMC Shareholders vote in favour of the CMMC Shareholders Resolution in respect of which they have power to vote, and will, to the extent determined by CMMC to be in CMMC's best interests, solicit proxies in that regard.

### **11.3 Change of recommendation or intentions**

The CMMC Board may change or withdraw its recommendation, and any CMMC Director may announce his intention to vote against the CMMC Shareholder Resolutions or to abstain from voting on the CMMC Shareholder Resolution any CMMC Shares in respect of which they have the power to direct a vote, if the CMMC Board has determined in good faith, having received expert advice as appropriate, that it must do so because of its duties to CMMC Shareholders (including having regard to the best interests of holders of CMMC Shares).

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## **12. Exclusivity arrangements**

### **12.1 No solicitation**

During the Exclusivity Period, Altona must not, and must ensure that its Representatives do not, except with the prior written consent of CMMC, directly or indirectly solicit or invite any Altona Competing Proposal or expression of interest or offer which may lead to an Altona

Competing Proposal, or initiate discussions with any Third Party which may reasonably be expected to lead to an Altona Competing Proposal.

## 12.2 No talk and no due diligence

During the Exclusivity Period, Altona must not, and must ensure that its Representatives do not, except with the prior written consent of CMMC:

- (a) participate or continue to engage in any discussions or negotiations in relation to an Altona Competing Proposal or which may reasonably be expected to lead to an Altona Competing Proposal; or
- (b) provide any information to a Third Party for the purposes of enabling that person to make an expression of interest, offer or proposal which may reasonably be expected to lead to an Altona Competing Proposal.

## 12.3 No commitments in respect of Altona Competing Proposal

During the Exclusivity Period, Altona must not, and must ensure that its Representatives do not, except with the prior written consent of CMMC, enter into any deed, arrangement or understanding in relation to an Altona Competing Proposal requiring Altona to abandon, or otherwise fail to proceed with, the transactions the subject of this deed unless, in respect of an Altona Competing Proposal, the Altona Board, acting in good faith and in order to satisfy what the Altona Board considers to be its fiduciary or statutory duties, determines that the Altona Competing Proposal is a Superior Proposal.

## 12.4 Altona Competing Proposal

- (a) During the Exclusivity Period, Altona must promptly notify CMMC:
  - (i) of any approach or attempt to initiate, resume or continue discussions or negotiations with it or any of its Representatives with respect to an Altona Competing Proposal; and
  - (ii) of any request for information relating to it or to its Group or any of their businesses or operations or any request for access to the books or records of it or its Group, other than requests occurring in the ordinary course of business.
- (b) A notification given under clause 12.4(a) must be accompanied by all relevant details of the relevant event, including the identity of the relevant person or persons and the key terms and conditions of any Altona Competing Proposal or proposed Altona Competing Proposal (to the extent known) and must be provided no later than 24 hours from receipt of the approach, request, Altona Competing Proposal or proposed Altona Competing Proposal.

## 12.5 Right to match

- (a) If Altona receives an Altona Competing Proposal:
  - (i) in respect of which it has received a definitive, binding agreement for implementation which it intends to execute; or
  - (ii) in the form of a bidder's statement filed with ASIC,and which it determines to be a Superior Proposal (**Other Proposal**), and as a result proposes to terminate this deed under clause 16.1(c) or clause 16.2(d) (as appropriate), Altona must give CMMC 5 Business Days written notice of such proposed termination, and provide to CMMC all relevant terms of the Other Proposal (including the identity of the relevant person or persons and the key terms

and conditions, including the proposed price or implied value, details of any non-cash consideration, timing and break fee (if any)). Any information provided pursuant to this clause 12.5(a) will be provided subject to clause 17.

- (b) During the period of 5 Business Days referred to in clause 12.5(a), CMMC will have the right to offer to amend the terms of the Scheme and this deed or to propose an alternative transaction between the parties (each a **Counterproposal**) which provides at least an equivalent outcome for the holders of Altona Shares than the Other Proposal.
- (c) The Altona Board must consider any such Counterproposal and if the Altona Board, acting in good faith, determines that:
  - (i) the Counterproposal would provide at least an equivalent outcome for the holders of Altona Shares than the Other Proposal; and
  - (ii) the other terms and conditions of the Counterproposal taken as a whole are not less favourable than those in the Other Proposal,

then Altona and CMMC must use their best endeavours to agree to the amendments to this deed (including the Scheme) which are reasonably necessary to reflect the Counterproposal and to enter into one or more appropriate amended agreements to give effect to those amendments and to implement the Counterproposal, in each case as soon as reasonably practicable.

## 12.6 Exceptions

The restrictions in clauses 12.1 and 12.2 and the obligations in clause 12.3 do not apply to the extent that they restrict Altona from taking or refusing to take any action with respect to a bona fide Altona Competing Proposal (which was not encouraged, solicited or invited, facilitated or initiated by that party or its Representatives in contravention of clause 12.1) provided that in respect of an Altona Competing Proposal, the Altona Board has determined, in good faith and acting reasonably, that:

- (a) such bona fide Altona Competing Proposal could reasonably be considered to be a Superior Proposal;
- (b) is reasonably capable of completion without undue delay taking into account all legal, financial, regulatory and other aspects of such Altona Competing Proposal and the person making such Altona Competing Proposal; and
- (c) would, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable from a financial point of view to the Altona Shareholders than the Scheme (taking into consideration any adjustment to the terms and conditions of the Scheme proposed by CMMC pursuant to its Counterproposal).

## 12.7 Provision of information to a Potential Bidder

If, in reliance on clause 12.6, Altona proposes to make available any material, non-public information to a Third Party to facilitate due diligence in respect of an expression of interest, offer or proposal by a Third Party (**Potential Bidder**) received after the date of this deed and which may reasonably be expected to lead to an Altona Competing Proposal, then Altona must:

- (a) prior to providing any such information to the Potential Bidder, enter into a confidentiality agreement with the Potential Bidder on customary terms and which, in any event and taken as a whole, is no less favourable to the Proposing Party than the Confidentiality Agreement;

- (b) provide a copy of such confidentiality agreement to CMMC promptly upon its execution, together with a list of all information provided to the Potential Bidder to facilitate such due diligence; and
- (c) at the request of CMMC, provide copies of any such information so provided and equivalent access to the Proposing Party and its Representatives, records, premises and sites as is afforded the Potential Bidder by Altona.

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## **13. Break Fee**

### **13.1 Acknowledgements**

- (a) Each party:
  - (i) believes that the Scheme will deliver significant benefits to Altona, CMMC and their respective shareholders; and
  - (ii) acknowledges that the Break Fee is a genuine and reasonable pre-estimate of the costs and losses which the other party expects to incur in connection with the Scheme (including internal and third party advisory, legal, accounting, due diligence and management costs and expenses and opportunity and other costs and expenses foregone) and it is not a pre-condition to being paid the Break Fee that the party has actually incurred those costs or losses or that it be able to prove that it has done so.
- (b) Each party acknowledges and agrees that:
  - (i) the Break Fee is reasonable in the context of the Scheme;
  - (ii) it has received legal advice on this deed and the operation of this clause 13; and
  - (iii) it is appropriate to enter into this deed under the terms of this clause 13 and that it is necessary to secure the significant benefits to it (and its shareholders) resulting from the Scheme.

### **13.2 Payment of Break Fee by Altona**

- (a) Subject to clauses 13.2(d) and 13.2(e), Altona agrees to pay CMMC the Break Fee:
  - (i) if:
    - A. Altona is in material breach of its obligations under this deed (including a material breach of a representation, warranty or undertaking set out in Schedule 3 or any breach of clause 5.2), and such breach has been notified in accordance with clause 16.1(b) and not remedied within the 5 Business Day period referred to therein;
    - B. an Altona Regulated Event occurs between the date of this deed and 8.00 am on the Second Court Date and such event has been notified in accordance with clause 16.1(b) and not remedied within the 5 Business Day period referred to therein; or
    - C. subject to clause 13.2(b), at any time before the end of the Scheme Meeting, any of the Altona Directors makes a public statement changing or withdrawing their support or recommendation of the Scheme; or

- D. at any time before the end of the Scheme Meeting, a majority of the Altona Directors recommend an Altona Competing Proposal for Altona; or
- E. at any time an Altona Competing Proposal is made and CMMC shall not make a Counterproposal as contemplated in clause 12.5(b); or
- F. an agreement is entered into between Altona and the Third Party making the Altona Competing Bid that is a Superior Proposal,

and this deed is terminated in accordance with its terms prior to the Implementation Date; or

- (ii) if an Altona Competing Proposal is announced, made, or becomes open for acceptance, before the Scheme Meeting (or the termination of this deed, whichever occurs first) and, whether before or after the termination of this deed but in any event before the first anniversary of the date of this deed, any bidder for Altona:
  - A. acquires a Relevant Interest in more than 50% of all Altona Shares and the third party's proposal for Altona is (or becomes) free from any defeating conditions;
  - B. acquires the whole or a substantial part or a material part of the business or property of Altona or the Altona Group;
  - C. acquires control of Altona, within the meaning of section 50AA of the Corporations Act; or
  - D. otherwise acquires or merges with Altona (including by a reverse takeover bid, reverse scheme of arrangement or dual listed companies structure).
- (b) Clause 13.2(a)(i)C will not apply where the relevant Altona Director makes a public statement changing or withdrawing his or her support or recommendation of the Scheme as a consequence of any event referred to in clause 10.4(a).
- (c) Altona must pay CMMC the amount referred to in clause 13.2(a) forthwith following (and, in any event, within 3 Business Days of) receipt by Altona from CMMC of a valid demand for payment made after the occurrence of an event referred to in clause 13.2(a).
- (d) No amount is payable by Altona to CMMC under clause 13.2(a) if:
  - (i) this deed is terminated by Altona under clauses 16.2(a) (but only where the circumstances giving rise to the termination would not have entitled CMMC to terminate under clauses 16.1(b) or 16.1(e)), 16.2(b), 16.2(c), 16.2(e) or 16.2(f); or
  - (ii) this deed is terminated by CMMC and, at the time of termination, Altona is entitled to terminate this deed under clauses 16.2(a) (but only where the circumstances giving rise to the termination would not have entitled CMMC to terminate under clauses 16.1(b) or 16.1(e)), 16.2(b), 16.2(c), 16.2(e) or 16.2(f).
- (e) No amount is payable by Altona to CMMC under clause 13.2(a) by reason only that the holders of Altona Shares fail to pass, by the requisite majorities, the resolution to approve the Scheme at the Scheme Meeting in circumstances where the Altona

Directors have not made a public statement changing or withdrawing their support or recommendation of the Scheme or recommended a Competing Proposal for Altona and have continued to recommend the Scheme.

### **13.3 Payment of Break Fee by CMMC**

- (a) Subject to clause 13.3(c), CMMC agrees to pay Altona the Break Fee if CMMC enters into a transaction or arrangement pursuant to which a Third Party will, if the proposed transaction or arrangement is entered into or completed substantially in accordance with its terms, acquire 50% or more of the CMMC Shares and this deed is terminated in accordance with its terms prior to the Implementation Date.
- (b) CMMC must pay Altona the amount referred to in clause 13.3(a) forthwith following (and, in any event, within 3 Business Days of) receipt by Altona from CMMC of a valid demand for payment made after the occurrence of an event referred to in clause 13.3(a).
- (c) No amount is payable by CMMC to Altona under clause 13.3(a) if:
  - (i) this deed is terminated by CMMC under clauses 16.1(a) (but only where the circumstances giving rise to the termination would not have entitled Altona to terminate under clauses 16.2(b) or 16.2(e)), 16.1(b), 16.1(c), 16.1(e) or 16.1(f); or
  - (ii) this deed is terminated by Altona and, at the time of termination, CMMC is entitled to terminate this deed under clauses 16.1(a) (but only where the circumstances giving rise to the termination would not have entitled Altona to terminate under clauses 16.2(b) or 16.2(e)), 16.1(b), 16.1(c), 16.1(e) or 16.1(f).

### **13.4 Limits on compensation**

- (a) For the avoidance of doubt, no amount is payable under clauses 13.2 or 13.3 if the Scheme becomes Effective despite the occurrence of any event referred to in clauses 13.2(a) or 13.3(a) (as the case may be).
- (b) If Altona or CMMC becomes liable to pay a Break Fee and does so in accordance with this clause 13, it will have no further liability to the other party for any breach of this deed.
- (c) If Altona or CMMC becomes liable to pay a Break Fee, that fee shall be reduced by any amount previously paid by that party to the other party in connection with a breach by the party of this deed.

### **13.5 Compliance with law**

This clause 13 only imposes obligations on Altona or the Altona Directors to the extent that to cause Altona to undertake or fulfil such obligations would not involve a breach of the duties of the Altona Directors, constitute unacceptable circumstances within the meaning of the Corporations Act or be unlawful on any other basis.

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## **14. Liability of directors, officers and employees**

### **14.1 Liability of directors, officers and employees**

To the extent permitted by law, each party (in this clause 14, **first party**) releases all rights against, and agrees that it will not make any claim against, each past or present director, officer or employee of the other party or their Related Bodies Corporate in relation to:

- (a) information provided to the first party in relation to the transactions contemplated by this deed; or
- (b) any breach of any representations, covenants and warranties of the first party in this deed,

to the extent that such director, officer or employee has acted in good faith and has not engaged in wilful misconduct.

### **14.2 Directors' and officers' insurance**

Subject to the Scheme becoming Effective, Altona may by no later than the Implementation Date arrange for the cover provided under the Policy to be amended so as to provide run off cover for a 7 year period from the Implementation Date. The extension of cover will be on terms that such extension cannot be amended to the detriment of the insureds or cancelled by any insured or the insurer under the Policy.

### **14.3 CMMC's Obligations in relation to directors' and officers' insurance**

From the Implementation Date, CMMC must not:

- (a) vary or cancel the Policy;
- (b) unless required under the Policy, commit any act or omission that may prejudice any claim by a director or officer of Altona under the Policy as amended pursuant to clause 14.2 above; or
- (c) for a period of 7 years from the Implementation Date, cancel or vary its existing policy of directors' and officers' liability insurance in any manner that would potentially prejudice the rights to indemnification or exculpation existing at the date of this deed in favour of current Altona directors, officers, and employees who cease to hold such positions with Altona on the Implementation Date.

### **14.4 Enforceability of clause 14**

- (a) Each party acknowledges that the release and agreement given by it under clause 14.1 is for the benefit of each past or present director and employee of the other party and may be enforced by such individuals directly against the first party.
- (b) CMMC acknowledges that its obligation under clause 14.3(c) is for the benefit of the Altona directors, officers and employees in favour of whom the Policy has been executed, and may be enforced by such individuals directly against CMMC.

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## **15. Representations, warranties and indemnities**

### **15.1 CMMC representations and warranties**

CMMC represents and warrants to Altona (on Altona's own behalf and separately as trustee or nominee for each of Altona's directors and officers) on the terms set out in Part A of Schedule 2.

## **15.2 CMMC indemnity**

- (a) CMMC acknowledges that in entering into this deed Altona and each Representative of Altona have relied on the CMMC Warranties.
- (b) CMMC indemnifies Altona (on its own behalf and separately as trustee for each Representative of Altona) against any loss suffered or incurred by reason of any breach of any of the CMMC Warranties.

## **15.3 Altona representations and warranties**

Altona represents and warrants to CMMC (on its own behalf and separately as trustee for each CMMC Representative) on the terms set out in Part A of Schedule 3.

## **15.4 Altona indemnity**

- (a) Altona acknowledges that in entering into this deed CMMC and each Representative of CMMC have relied on the Altona Warranties.
- (b) Altona indemnifies CMMC (on its own behalf and separately as trustee for each Representative of CMMC) against any loss suffered or incurred by reason of any breach of any of the Altona Warranties.

## **15.5 Notifications**

Each party will promptly advise the other in writing if it becomes aware of any fact, matter or circumstance which constitutes or may constitute a breach of any of the representations or warranties given by it under this clause 15.

## **15.6 Status of representations and warranties**

Each representation and warranty in this clause 15:

- (a) is severable;
- (b) will survive the termination of this deed (subject to clause 15.6(c)); and
- (c) will not survive the completion of the Scheme and shall expire and be terminated on the Effective Date.

## **15.7 Status and enforcement of indemnities**

- (a) Each indemnity in this deed:
  - (i) is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed; and
  - (ii) is given to the party to which it is expressed to be given, and as trustee for each Representative of that party, and a reference to a loss in an indemnity given to a party includes a loss suffered or incurred by a Representative of that party.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

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## **16. Termination**

### **16.1 Termination by CMMC**

CMMC may terminate this deed at any time before 8.00 am on the Second Court Date by notice in writing to Altona:

- (a) in accordance with clause 3.6; or

at any time before 8.00 am on the Second Court Date:

- (b) if there is a material breach of any of the Altona Warranties, or an Altona Regulated Event occurs, or a Material Adverse Change occurs in respect of Altona, provided that in each case CMMC is only entitled to terminate if it has given notice to Altona setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist 5 Business Days (or any shorter period ending at 5.00 pm on the day before the Second Court Date) from the time such notice is received by Altona;
- (c) if a majority of the Altona Board publicly change their recommendation in relation to the Scheme or publicly recommends a Superior Proposal, whether in accordance with clause 10.4 or otherwise;
- (d) if the CMMC Board publicly changes or withdraws its recommendation in relation to the CMMC Shareholder Resolutions pursuant to clause 11.3;
- (e) if Altona is in material breach of any of clause 3, clause 4.1, clause 5.2, clause 7 or clause 12 before that time, provided that CMMC is only entitled to terminate if it has given notice to Altona setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist 5 Business Days (or any shorter period ending at 5.00 pm on the day before the Second Court Date) from the time such notice is received by Altona; or
- (f) if Altona is in breach of clause 10.1.

### **16.2 Termination by Altona**

Altona may terminate this deed at any time before 8.00 am on the Second Court Date by notice in writing to CMMC:

- (a) in accordance with clause 3.6; or

at any time before 8.00 am on the Second Court Date:

- (b) if there is a material breach of any of the CMMC Warranties, or a CMMC Regulated Event occurs, or a Material Adverse Change occurs in respect of CMMC, provided that in each case Altona is only entitled to terminate if it has given notice to CMMC setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist 5 Business Days (or any shorter period ending at 5.00 pm on the day before the Second Court Date) from the time such notice is received by CMMC;
- (c) if a majority of the CMMC Board publicly change their recommendation in relation to the CMMC Shareholder Resolution whether in accordance with clause 11.3 or otherwise;
- (d) if the Altona Board publicly changes or withdraws its recommendation or publicly recommends to Altona Shareholders any Superior Proposal pursuant to clause 10.4;

- (e) if CMMC is in material breach of clause 3, clause 4.2, clause 5.1, clause 7 or clause 12 before that time, provided that Altona is only entitled to terminate if it has given notice to CMMC setting out the relevant circumstances and stating an intention to terminate and the relevant circumstances have continued to exist 5 Business Days (or any shorter period ending at 5.00 pm on the day before the Second Court Date) from the time such notice is received by CMMC; or
- (f) if CMMC is in breach of clause 11.1.

### **16.3 Effect of termination**

In the event of termination of this deed by either Altona or CMMC pursuant to this clause 16, this deed will become void and have no effect, other than:

- (a) this clause 16 and clauses 1, 13, 14, 15, 17, 18, 20, 21 and 22 which shall survive termination; and
- (b) in respect of any liability for an antecedent breach of this deed.

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## **17. Confidentiality**

### **17.1 Confidentiality Agreement continues**

The parties refer to the Confidentiality Agreement between them and reaffirm their commitment to the terms of that agreement. However, to the extent that there is any inconsistency between the Confidentiality Agreement and this deed, the terms of this deed will prevail (unless otherwise indicated).

### **17.2 Disclosure on termination of deed**

The parties agree that, if this deed is terminated under clause 16, either party may disclose by way of announcement to a Stock Exchange the fact that this deed has been terminated, where such disclosure is in the reasonable opinion of that party required to ensure that the market in its securities is properly informed, and provided, where reasonably practicable, that party consults with the other party as to (and gives the other party a reasonable opportunity to comment on) the form of the announcement prior to its disclosure.

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## **18. Costs and stamp duty**

### **18.1 Costs**

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

### **18.2 Technical Report**

CMMC shall pay, or procure the payment, of the cost of the Technical Expert in preparing the Technical Report.

### **18.3 Stamp duty**

CMMC and Altona agree that CMMC:

- (a) must pay, or procure the payment by CMMC Australia of, all stamp duty and any related fines and penalties in respect of this deed, the performance of this deed and each transaction effected by or made under this deed;

- (b) indemnifies Altona against any liability arising from failure to comply with clause 18.3(a); and
- (c) is authorised to apply for and retain the proceeds of any refund due in respect of stamp duty paid under this clause 18.2.

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## **19. Notices**

### **19.1 How notice to be given**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

- (i) if to Altona:

Address: Level 1, 2 Kings Park Road, West Perth,  
Western Australia 6005

Fax number: +61 (8) 9486 8700

Email: [acowden@altonamining.com](mailto:acowden@altonamining.com)

For the attention of: Dr. Alistair Cowden

with a copy to:

Address: Gilbert + Tobin  
Level 16, Brookfield Tower 2  
123 St Georges Tce Perth  
Western Australia 6000

Fax: +61 (8) 9413 8444

Email: [jmannolini@gtlaw.com.au](mailto:jmannolini@gtlaw.com.au)

For the attention of: Justin Mannolini (Partner)

- (ii) if to CMMC:

Address: Suite 1700 – 700 West Pender Street,  
Vancouver, British Columbia V6C 1G8

Fax number: +1 (604) 682-2993

Email: [jim@cumtn.com](mailto:jim@cumtn.com)

For the attention of: James O'Rourke

with a copy to:

Address: Farris, Vaughan, Wills & Murphy LLP  
25<sup>th</sup> Floor – 700 West Georgia Street  
Vancouver, British Columbia V7Y 1B3

Fax: +1 (604) 661-9349

Email: eharrison@farris.com

For the attention of: Elizabeth J. Harrison (Partner)

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party; and
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 19.1(b).

## 19.2 When notice taken to be received

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed is taken to be received by the addressee:

- (a) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
- (b) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
- (c) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
- (d) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day (**working day** meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

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## 20. GST

### 20.1 Interpretation

- (a) Except where the context suggests otherwise, and subject to clause 20.1(b), terms used in the clause have the meaning given to those terms by the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time).
- (b) "Input tax credit" has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 and a reference to an input tax credit entitlement of an entity includes an input tax credit for an acquisition made by that entity but to which another member of the same GST group is entitled.
- (c) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause.

- (d) Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause.

## **20.2 Reimbursements and similar payments**

Any payment or reimbursement required to be made under this deed is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

## **20.3 GST Payable**

- (a) If GST is payable in relation to a taxable supply made under or in connection with the deed then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must, subject to clause 20.3(b), pay an additional amount to the Supplier equal to the amount of that GST at the same times as other consideration is to be provided for that supply.
- (b) No payment of any amount pursuant to clause 20.3(a) is required until the Supplier has provided a valid tax invoice to the Recipient.
- (c) Where additional amounts are payable between parties to this deed pursuant to clause 20.3(a), amounts so payable, to the extent they are equivalent in amount, shall be set off against each other as if paid and each party shall be obliged only to provide the tax invoice referred to in clause 20.3(b) no later than the time at which any consideration is to be first provided for that supply.
- (d) If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 20.3(a) then the Supplier must promptly issue an adjustment note to the Recipient and will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 20.3(a).

## **20.4 No Merger**

This clause shall not merge on completion of this deed.

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## **21. General**

### **21.1 Amendments**

This deed may only be varied by a document signed by or on behalf of each party.

### **21.2 Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

### **21.3 Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this deed.

### **21.4 Consents**

A consent required under this deed from a party may not be unreasonably withheld, unless this deed expressly provides otherwise.

### **21.5 Counterparts**

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this deed, and all together constitute one deed.

### **21.6 Entire agreement**

This deed embodies the entire understanding of CMMC and Altona and constitute the entire terms agreed by CMMC and Altona in relation to the subject matter of this deed and together supersede any prior written or other agreement between CMMC and Altona in relation to that subject matter.

### **21.7 No assignment**

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party.

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## **22. Governing law and jurisdiction**

### **22.1 Governing law**

This deed is governed by and must be construed according to the law applying in the state of Western Australia.

### **22.2 Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the state of Western Australia, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 22.2(a).

## Schedule 1 - Timetable

<b>Event</b>	<b>Date</b>
Date of this deed and announcement	November 18, 2017
First Court Date	February 6, 2018
Explanatory Memorandum dispatched	February 8, 2018
Circular resolution dispatched	February 15, 2018
Meeting of CMMC Shareholders to consider CMMC Shareholder Resolutions	March 15, 2018
Scheme Meeting	March 15, 2018
Second Court Date	March 22, 2018
Effective Date	March 23, 2018
Record Date	March 28, 2018
Implementation Date	April 4, 2018

## Schedule 2 - CMMC representations and warranties and CMMC Regulated Events

### Part A Representations and Warranties

CMMC represents and warrants to Altona (on its own behalf and separately as trustee for each Altona Representative) except to the extent publicly announced prior to the date of this deed or contained in the Disclosed Materials (including the CMMC Disclosure Letter):

- (a) **incorporation:** it is a body corporate validly existing under the laws of its place of incorporation and that each of its Subsidiaries is a corporation validly existing under the laws of its place of incorporation;
- (b) **organization:** all of the issued and outstanding shares and other ownership interests in each Subsidiary of CMMC have been duly authorized and validly issued, and are fully paid and non-assessable (where such concept exists under the laws governing such Subsidiary); all of the outstanding shares of each Subsidiary of CMMC are owned, directly or indirectly, by CMMC, except for the shares of Copper Mountain Mines (BC) Ltd., Similco Finance Ltd. and Princeton GP Ltd., and the ownership interests of Copper Mountain Mine Limited Partnership; and except pursuant to restrictions on transfer contained in the articles (or their equivalent) of the applicable Subsidiary of CMMC, the outstanding shares or ownership entities of the each Subsidiary of CMMC are owned free and clear of all encumbrances except as set forth in CMMC's Disclosure Letter and CMMC is not liable to any creditor in respect thereof;
- (c) **related body corporate:** CMMC does not have any Related Body Corporate other than its Subsidiaries;
- (d) **corporate power:** it has the corporate power to enter into and perform or cause to be performed its obligations under this deed and to carry out the transactions contemplated by this deed;
- (e) **corporate authorisations:** it has taken all necessary corporate action to authorise the entry into of this deed and the Scheme and has taken all necessary corporate action to authorise the performance of this deed and the Scheme and to carry out the transactions contemplated by this deed and the Scheme;
- (f) **binding obligations:** (subject to laws generally affecting creditors' rights and principles or equity) this deed is valid and binding upon it;
- (g) **issued securities:** the issued CMMC securities as of the date of this deed are:
  - (i) 134,042,692 CMMC Shares;
  - (ii) 7,995,485 CMMC Options; and
  - (iii) 5,411,750 common share purchase warrants,

and except as set forth above and pursuant to this deed, there are no convertible securities or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating CMMC or any of the CMMC Group to issue or sell any CMMC Shares or any shares of the CMMC Group, any securities or obligations of any kind convertible into or exchangeable for any CMMC Shares or any shares of any of the CMMC Group or any other person; all issued and outstanding CMMC Shares have been duly authorized and are validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights; there are no outstanding bonds, debentures or other evidences of indebtedness of CMMC or any of its Subsidiaries having the right to vote with the CMMC Shareholders on any matter; there are no outstanding contractual obligations of

CMMC or any of its Subsidiaries to repurchase, redeem or otherwise acquire any outstanding CMMC Shares or with respect to the voting or disposition of any outstanding CMMC Shares; and none of CMMC or any of its Subsidiaries is party to any shareholder, pooling, voting trust or similar agreement relating to its issued and outstanding securities, except as disclosed in the CMMC Disclosure Letter including disclosure of contemplated transactions;

- (h) **no default:** this deed does not conflict with or result in the breach of or default under any provision of CMMC's articles or by-laws, any material term or provision of any material agreement or any writ, order or injunction, judgement, law, rule, regulation or instrument to which CMMC is party or subject or of which it is bound;
- (i) **books and records:** the corporate records and minute books of CMMC and its Subsidiaries have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not omit material information required to be included. Financial books and records and accounts of CMMC and the CMMC Group: (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice; (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of CMMC and the CMMC Group; and (iii) accurately and fairly reflect the basis for the CMMC Financial Statements;
- (j) **contracts and commitments:** CMMC and each other member of the CMMC Group have performed in all material respects all their respective obligations required to be performed by them to date under the material contracts to which it is a party or bound; none of CMMC or any of the CMMC Group is in breach or default under any material contract to which it is a party or bound, and CMMC does not have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default, except in each case where any such breach or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, a CMMC Material Adverse Change; none of CMMC or any of the CMMC Group knows of, or has received written notice of, any breach or default under (and, to the knowledge of CMMC, no condition exists that with the passage of time or the giving of notice or both would result in such a breach or default under) any such material contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, a CMMC Material Adverse Change. All contracts that are material to the CMMC Group, taken as a whole, are with CMMC or a member of the CMMC Group; all material contracts to which CMMC or any of the CMMC Group is a party or by which it is bound: (i) are valid, binding, in full force and effect in all material respects and enforceable by CMMC or a member of the CMMC Group in accordance with their respective terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the courts from which they are sought and (ii) do not, by their terms, require the consent of any of the parties thereto to the Scheme;
- (k) **financial matters:** the CMMC Financial Statements were prepared in accordance with IFRS, consistently applied, and fairly present in all material respects the consolidated financial condition of CMMC at the respective dates indicated and the results of operations of CMMC for the periods covered on a consolidated basis; none of CMMC or any of the CMMC Group has any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for taxes), whether accrued, absolute, contingent or otherwise, not reflected in the unaudited consolidated financial statements of CMMC for the six month period ended June 30, 2017, except liabilities and obligations incurred in the ordinary and regular course of

business that would not reasonably be expected to result in a CMMC Material Adverse Change;

- (l) **solvency:** neither CMMC nor any member of the CMMC Group is affected by an Insolvency Event;
- (m) **regulatory action:** no regulatory action of any nature has been taken which would prevent, inhibit or otherwise have a material adverse effect on its ability to fulfil its obligations under this deed;
- (n) **litigation:**
  - (i) there are no actions, suits, arbitrations, legal or administrative proceedings pending or, to the knowledge of CMMC, threatened against CMMC or any of the CMMC Group, which would have a CMMC Material Adverse Change, other than as set forth in the CMMC Disclosure Letter;
  - (ii) neither CMMC nor any of the CMMC Group is the subject of any pending or, to the knowledge of CMMC, threatened investigation; and
  - (iii) neither CMMC nor any of the CMMC Group nor the respective assets, properties or business of CMMC or any of the CMMC Group is subject to any judgement, order, writ, injunction or decree of any court, Governmental Agency or arbitration tribunal;
- (o) **interests in mineral properties and mineral rights:**
  - (i) applying customary standards in the mining industry of the applicable jurisdiction, CMMC or a member of the CMMC Group:
    - A. except as set forth in the CMMC Disclosure Letter, is the sole legal and beneficial owner and has good and sufficient title, free and clear of any title defect or material encumbrances, to all of its interests in real property, including fee simple estates, leases, surface rights, rights of way, easements and licences from landowners or other authorities permitting the use of land but excluding the CMMC Mineral Rights (as defined below) (collectively, the **CMMC Real Property**), other than real property in respect of which it is the lessee, in which case it has a valid leasehold interest, and the CMMC Real Property permits the use of land by CMMC or any of the members of the CMMC Group necessary to permit the operation of their respective businesses as presently conducted or contemplated to be conducted; and
    - B. holds all mineral concessions, claims, leases, licenses, permits, access rights and other rights and interests necessary to explore for, develop, mine or produce minerals, ore or metals for development purposes on its properties (collectively, the **CMMC Mineral Rights**), free and clear of any material encumbrances, the CMMC Mineral Rights are sufficient to permit the operation of the respective businesses of the CMMC or any of the members of the CMMC Group as presently conducted or contemplated to be conducted, and none of CMMC or any of the CMMC Group has any liability or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the CMMC Mineral Rights, except as set forth in the CMMC Disclosure Letter;

- (ii) the CMMC Real Property and the CMMC Mineral Rights are in good standing under applicable laws and, to the knowledge of CMMC, all work required to be performed and filed in respect thereof has been performed and filed in all material respects, all taxes, rentals, fees, expenditures and other payments required to be made in respect thereof have been paid or incurred and all filings in respect thereof have been made;
  - (iii) there is no material adverse claim against or challenge to the title to or ownership of CMMC or any of the members of the CMMC Group, or their respective ownership of, the CMMC Real Property or any of the CMMC Mineral Rights;
  - (iv) except as set forth in the CMMC Disclosure Letter, no person other than CMMC and the CMMC Group has any interest in the CMMC Real Property or any of the CMMC Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest;
  - (v) except as set forth in the CMMC Disclosure Letter, there are no back-in rights, earn-in rights, purchase options, rights of first refusal or similar provisions or rights that would affect in any material manner CMMC's or any member of the CMMC Group's interest in the CMMC Real Property or any of the CMMC Mineral Rights; and
  - (vi) except as set forth in the CMMC Disclosure Letter, there are no material restrictions on the ability of CMMC or any of the CMMC Group to use, transfer or exploit the CMMC Real Property or any of the CMMC Mineral Rights, except pursuant to the applicable laws;
- (p) **mineral reserves and resources:** the most recent estimated mineral resources disclosed by CMMC have been prepared and disclosed in all material respects in accordance with sound mining, engineering, geoscience and other applicable industry standards, and in accordance with all applicable Laws including, without limitation, National Instrument 43-101— *Standards of Disclosure for Mineral Projects*; there has been no material reduction (other than as a result of operations in the ordinary course of business) in the aggregate amount of estimated mineral reserves and resources at the CMMC properties taken as a whole, from the amounts disclosed publicly by CMMC; all material information regarding the CMMC Real Property and the CMMC Mineral Rights, including all drill results, technical reports and studies that are required to be disclosed, has been disclosed by CMMC in accordance with applicable laws;
- (q) **insurance:** CMMC maintains policies of insurance with reputable insurers and in amounts covering such risks and with those deductibles as are adequate and usual for companies of a similar size operating in the mining industry; the policies and the coverage provided thereunder are in full force and effect and CMMC and the CMMC Group is in good standing under each policy. CMMC and each member of the CMMC Group have not received notice of, and CMMC does not have any knowledge of, any fact, condition or circumstance that might reasonably form the basis of any claim, dispute, action, litigation or similar proceeding against CMMC or any of the CMMC Group that is not in all material respects covered by insurance (subject to standard deductibles) maintained by it and which could reasonably be expected to result in a CMMC Material Adverse Change;
- (r) **no adverse change:** except as set out in the CMMC Financial Statements since January 1, 2017 there has not been any adverse material change of any kind whatsoever in the financial position or condition of CMMC or the CMMC Group or any damage, loss or other change of any kind whatsoever in circumstances materially affecting their respective businesses or assets, taken as a whole, or the right or capacity of any of them to carry on their respective businesses, such businesses having been carried on in the ordinary course;

- (s) **environmental:** except to the extent that any violation or other matter referred to in this subsection would not reasonably be expected to result in a CMMC Material Adverse Change, individually or in the aggregate:
- (i) CMMC and each of its Subsidiaries are and have been in compliance with, and are not in violation of, any Environmental Laws and none of CMMC and or of its Subsidiaries has failed to report to the proper Regulatory Authority the occurrence of any event which is required to be so reported by any Environmental Laws;
  - (ii) CMMC and each of its Subsidiaries have operated their respective business at all times and have generated, received, handled, used, stored, treated, shipped and disposed of all contaminants, wastes, and hazardous and toxic substances without violation of Environmental Laws;
  - (iii) CMMC and each of its Subsidiaries hold the Environmental Approvals required under any Environmental Laws in connection with the operation of their respective businesses and the ownership and use including rehabilitation of their respective assets, all such Environmental Approvals are in full force and effect, and none of CMMC and or of its Subsidiaries has received any notification from any Regulatory Authority pursuant to any Environmental Laws that any work, undertaking, study, report, assessment, repairs, constructions or other expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any Environmental Approvals issued pursuant thereto, or that any Environmental Approvals referred to above are about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated; and
  - (iv) to the knowledge of CMMC, none of CMMC or each of its Subsidiaries are subject to any past or present fact, condition or circumstance that could reasonably be expected to result in liability under any Environmental Laws;
- (t) **tax matters:** except as would not, individually or in the aggregate, reasonably be expected to result in a CMMC Material Adverse Change:
- (i) CMMC and each member of the CMMC Group has duly and timely: (A) prepared and filed all tax returns required to be filed by it with the appropriate Regulatory Authority and such tax returns are complete and correct in all material respects; (B) paid all taxes due and payable by it; (C) withheld all taxes and other amounts required by law to be withheld by it and has duly and timely remitted to the appropriate Regulatory Authority such taxes and other amounts required by law to be remitted by it; and (D) collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by law to be collected by it and has duly and timely remitted to the appropriate Regulatory Authority any such amounts required by law to be remitted by it;
  - (ii) the charges, accruals and reserves for taxes reflected on the CMMC Financial Statements (whether or not due and whether or not shown on any tax return but excluding any provision for deferred income taxes) are, in the opinion of CMMC, adequate under IFRS to cover taxes with respect to CMMC and the CMMC Group for the periods covered thereby; and
  - (iii) there are no encumbrances for taxes upon any properties or assets of CMMC or any of the CMMC Group (other than encumbrances relating to taxes not yet due and payable and for which adequate reserves have

been recorded on the most recent balance sheet included in the CMMC Financial Statements)

- (u) **non-arm's length transactions:** except as set forth in the CMMC Disclosure Letter, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by CMMC or any of the CMMC Group) between CMMC or any of the CMMC Group on the one hand, and any: (i) officer or director of CMMC or any of the CMMC Group; (ii) any holder of record or, to the knowledge of CMMC, beneficial owner of 5% or more of the CMMC Shares; or (iii) any affiliate or associate of any officer, director or beneficial owner, on the other hand;
- (v) **reporting status:** CMMC is a reporting issuer in each of the Provinces and Territories of Canada, except Québec; the CMMC Shares are listed on the TSX, and are not listed or quoted on any other stock exchange or qualification system; CMMC is in compliance in all material respects with applicable listing and corporate governance, rules and regulations of the TSX;
- (w) **restrictions on business activities:** there is no agreement, judgment, injunction, order or decree binding upon CMMC of any of the CMMC Group that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing any material business practice of CMMC or any of the CMMC Group, any acquisition of material property by CMMC or any of the CMMC Group or the conduct of business by CMMC or any of the CMMC Group as currently conducted;
- (x) **no cease trade:** CMMC is not subject to any cease trade or other order of any applicable stock exchange or Regulatory Authority and, to the knowledge of CMMC, no investigation or other proceedings involving CMMC that may operate to prevent or restrict trading of any securities of CMMC are currently in progress or pending before any applicable stock exchange or Regulatory Authority;
- (y) **no option on assets:** no person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from CMMC or any of the CMMC Group of any of the material assets of CMMC or any of the CMMC Group, other than as described or contemplated in this deed or as disclosed in the CMMC Disclosure Letter;
- (z) **certain contracts:** none of CMMC or any of the CMMC Group is a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree that purports to: (i) limit the manner or the localities in which all or any material portion of the business of CMMC or any of the CMMC Group are conducted; (ii) limit any business practice of CMMC or any of the CMMC Group in any material respect; or (iii) restrict or require any acquisition or disposition of any property by CMMC or any of the CMMC Group in any material respect, except for the Impact Benefits Agreement between CMMC-BC and the Upper Similkameen Indian Band;
- (aa) **no agreement to merge:** except for this deed, none of CMMC or any of the CMMC Group has any agreement of any nature whatsoever to acquire, merge or enter into any business combination with any entity, or to acquire or lease any other business operations;
- (bb) **disclosure of material contracts:** all contracts and agreements material to CMMC on a consolidated basis have been disclosed to Altona or in the CMMC public disclosure filed on SEDAR and, except as contemplated herein, none of CMMC or any of the CMMC Group has approved, entered into any binding agreement in respect of, or has any knowledge of, the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by CMMC, whether by asset sale, transfer of shares or otherwise;

- (cc) **corrupt practices legislation:** none of CMMC, any of the CMMC Group, or, to the knowledge of CMMC, any of their respective affiliates, officers, directors or employees acting on behalf of CMMC or any of the CMMC Group or affiliates has taken, committed to take or been alleged to have taken any action which would cause CMMC or any of the CMMC Group or affiliates to be in violation of the *Corruption of Foreign Public Officials Act (Canada)* (and the regulations promulgated thereunder) or any applicable laws of similar effect of any other jurisdiction, and to the knowledge of CMMC no such action has been taken by any of its agents, representatives or other persons acting on behalf of CMMC or any of the CMMC Group or affiliates;
- (dd) **no CMMC Regulated Event:** no CMMC Regulated Event has occurred since June 30, 2017 other than as publicly disclosed by CMMC prior to the date of this deed;
- (ee) **no broker's commission:** CMMC has not entered into any agreement that would entitle any person to any valid claim against CMMC or Altona for a broker's commission, finder's fee, financial advisory fee or any like payment in respect of the Scheme or any other matter contemplated by this deed except as disclosed in the Disclosure Letter;
- (ff) **no consents:** except as disclosed in the CMMC Disclosure Letter, no consent, approval, order or authorization of, or declaration or filing with, any Governmental Agency or other person is required to be obtained by CMMC or the any or its Subsidiaries; in connection with the execution and delivery of this deed or the performance by it of its obligations hereunder or the consummation by CMMC of its obligations under the deed, other than any approvals or consent contemplated by a Condition;
- (gg) **disclosure:** CMMC is not in breach of its continuous disclosure obligations under any Canadian law (including any rules and regulations of the TSX), other than disclosed in writing to Altona or its Representatives on or before the date of this deed;
- (hh) **CMMC shares:** the CMMC Shares to be issued pursuant to and in accordance with the Scheme and the Scheme Consideration will, upon issue, be issued as fully paid and non-assessable shares of CMMC; and
- (ii) **all information:** the information and statements contained in this deed are true and correct in all material respects and together with the CMMC Disclosure Materials, the CMMC public disclosure and the CMMC Disclosure Letter, contain no misrepresentations and do not omit a material fact which is necessary to make the information and statements contained therein not misleading in light of the circumstances in which they were made.

## Part B CMMC Regulated Events

- (a) CMMC or any of its Subsidiaries converts all or any of its securities into a larger or smaller number of securities;
- (b) CMMC or any of its Subsidiaries resolves to reduce its capital in any way;
- (c) CMMC or any of its Subsidiaries entering into an agreement to purchase any of its own securities or securities of any other member of the CMMC Group, or resolving to enter into any such agreement;
- (d) CMMC or any of its Subsidiaries issues securities, or grants an option over or to subscribe for its securities, or agrees to make such an issue or grant such an option, other than:
  - (i) to a wholly-owned Subsidiary of CMMC;

- (ii) as a result of the exercise of CMMC Options outstanding at the date of this deed; and
- (iii) pursuant to the conversion of CMMC's warrants

provided that CMMC will not be prevented from agreeing or committing to make issues or grants under the CMMC Share Option Plan to employees, directors or consultants in the ordinary course of business, or pursuant to any transaction disclosed in writing to Altona;

- (e) CMMC or any of its Subsidiaries issues, or agrees to issue, convertible notes or any other security convertible into shares, other than to a wholly-owned Subsidiary of CMMC, except as disclosed in writing to Altona;
- (f) CMMC or any of its Subsidiaries agrees to pay, declares or pays a dividend or any other form of distribution of profit or capital, other than the declaration and payment by any Subsidiary of CMMC of a dividend where the recipient of that dividend is CMMC or a Subsidiary of CMMC (with respect to the interest held by CMMC in that Subsidiary) and other than dividends or distributions by CMMC Subsidiaries in the ordinary course of its business, consistent with past practices;
- (g) CMMC makes any change to its articles or bylaws;
- (h) CMMC or any of its Subsidiaries creates, or agrees to create, any mortgage, charge, lien or other encumbrance over its business or any part of its property other than in the ordinary course of its business;
- (i) CMMC or any of its Subsidiaries incurs any financial indebtedness or issues any debt securities, other than in the ordinary course of business or pursuant to advances under its credit facilities in existence as at the date of this deed where the funds drawn pursuant to those advances are used in the ordinary course of business or in connection with a purpose that is contemplated and permitted in paragraph (h) of this definition;
- (j) CMMC or any of its Subsidiaries makes any loans, advances or capital contributions to, or investments in, any other person (other than to or in CMMC or any wholly-owned Subsidiary of CMMC in the ordinary course of business), other than in the ordinary course of business, or as disclosed in writing to Altona;
- (k) CMMC or any of its Subsidiaries resolves that it be wound up or an application or order is made for the winding up or dissolution of CMMC or any of its Subsidiaries other than where the application or order (as the case may be) is set aside within 14 days;
- (l) an Insolvency Event having occurred with respect to CMMC or any of its Subsidiaries;
- (m) a liquidator or provisional liquidator of CMMC or any of its Subsidiaries is appointed;
- (n) a court makes an order for the winding up of CMMC or any of its Subsidiaries;
- (o) CMMC or any of its Subsidiaries ceases, or threatens to cease, to carry on business;
- (p) a consolidation, merger or amalgamation of CMMC or any of its Subsidiaries with or into any other corporation or entity or an arrangement with any other corporation or entity;
- (q) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of CMMC or any of its Subsidiaries;

- (r) CMMC or any of its Subsidiaries is deregistered as a company or otherwise dissolved;
- (s) CMMC or any of its Subsidiaries is or becomes unable to pay its debts when they fall due;
- (t) CMMC or any of its Subsidiaries entering into any arrangement, commitment or agreement with a related party (as defined in Multilateral Instrument 61-101 - Protection of Minority Security Holders in Special Transactions), other than in the ordinary course of business and other than such action which would not cause a CMMC Material Adverse Change;
- (u) CMMC or any of its Subsidiaries pays, discharges, settles, satisfies, compromises, waives, assigns or releases any claims, liabilities or obligations other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in CMMC's Financial Statements or incurred in the ordinary course of business consistent with past practice and other than such action which would not cause a CMMC Material Adverse Change;
- (v) CMMC or any of its Subsidiaries authorizes, recommends or proposes any release or relinquishment of any contractual right, except in the ordinary course of business consistent with past practice; and
- (w) CMMC or any of its Subsidiaries enters into or renews any agreement, contract, lease, licence or other binding obligation containing:
  - (i) any limitation or restriction on the ability of CMMC or any of its Subsidiaries to engage in any type of activity or business; or
  - (ii) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of CMMC is or would be conducted

or that would reasonably be expected to materially delay or prevent the completion of the transactions contemplated by this deed, other than in the ordinary course of business.

## Schedule 3 - Altona representations and warranties and Altona Regulated Events

### Part A Representations and Warranties

Altona represents and warrants to CMMC (on its own behalf and separately as trustee for each CMMC Representative) except to the extent publically disclosed prior to the date of this deed or contained in the Disclosure Materials (including the Altona Disclosure Letter):

- (a) **incorporation:** it is a body corporate validly existing under the laws of its place of incorporation and each member of the Altona Group and to its knowledge each member of the Related Entity is a corporation validly existing under the laws of its place of incorporation;
- (b) **organization:** all of the issued and outstanding shares and other ownership interests in each Subsidiary in the Altona Group have been duly authorized and validly issued, and are fully paid and non-assessable; all of the outstanding shares of each Subsidiary in the Altona Group are owned, directly or indirectly, by Altona; and except pursuant to restrictions on transfer contained in the articles or by-laws (or their equivalent) of the applicable Subsidiary in the Altona Group, the outstanding shares of each Subsidiary in the Altona Group are owned free and clear of all encumbrances and Altona is not liable to any creditor in respect thereof;
- (c) **related body corporate and ownership of shares:** Altona does not have any Related Body Corporate and does not own shares or interests in any entity other than its Subsidiaries;
- (d) **corporate power:** it has the corporate power to enter into and perform or cause to be performed its obligations under this deed and to carry out the transactions contemplated by this deed;
- (e) **corporate authorisations:** it has taken all necessary corporate action to authorise the entry into of this deed and the Scheme and, subject to Altona Shareholders approving the Scheme, has taken all necessary corporate action to authorise the performance of this deed and the Scheme and to carry out the transactions contemplated by this deed and the Scheme;
- (f) **binding obligations:** subject to laws generally affecting creditors' rights and principles of equity, this deed is valid and binding upon it;
- (g) **issued securities:** the issued Altona securities as of the date of this deed are:
  - (i) 536,975,592 Altona Shares; and
  - (ii) 9,715,800 Altona Share Rights,

and Altona has not issued, or agreed to issue, any other securities or instruments which are still in force and may convert into Altona Shares or any other securities in Altona, except the MD Rights; all issued and outstanding Altona Shares have been duly authorized and are validly issued and outstanding as fully paid ordinary shares, free of pre-emptive rights; there are no outstanding bonds, debentures or other evidences of indebtedness of Altona or any other member of the Altona Group having the right to vote with the Altona Shareholders on any matter; there are no outstanding contractual obligations of Altona or any other member of the Altona Group to repurchase, redeem or otherwise acquire any outstanding Altona Shares or with respect to the voting or disposition of any outstanding Altona Shares; and none of Altona or any of the Altona Group is party to any shareholder, pooling, voting trust or similar agreement relating to its issued and outstanding securities;

- (h) **no default:** this deed does not conflict with or result in the breach of or default under any provision of Altona's constitution, any material term or provision of any material agreement, or any writ, order or injunction, judgement, law, rule, regulation or instrument to which Altona is party or subject or of which it or any member of the Altona Group;
- (i) **books and records:** the corporate records and minute books of Altona and each member of the Altona Group have been maintained in accordance with all applicable laws and are complete and accurate in all material respects, except where such incompleteness or inaccuracy would not omit material information required to be included;
- (j) **contracts and commitments:** Altona and each other member of the Altona Group has performed in all material respects all their respective obligations required to be performed by them to date under the material contracts (including under those contracts entered into pursuant to Native Title Laws and Cultural Heritage Laws) to which Altona or any of the Altona Group is a party or by which it is bound. None of Altona or any other member of the Altona Group is in breach or default under any material contract to which it is a party or bound, and Altona does not have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default, except in each case where any such breach or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, a Altona Material Adverse Change. None of Altona or any of the Altona Group knows of, or has received written notice of, any breach or default under (and, to the knowledge of Altona, no condition exists that with the passage of time or the giving of notice or both would result in such a breach or default under) any such material contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, a Altona Material Adverse Change. All contracts that are material to the Altona Group, taken as a whole, are with Altona or a member of the Altona Group. All material contracts to which Altona or any of the Altona Group is a party or by which it is bound: (i) are valid, binding, in full force and effect in all material respects and enforceable by Altona or any of the Altona Group in accordance with their respective terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the courts from which they are sought; and (ii) do not, by their terms, require the consent of any of the parties thereto to the Scheme.
- (k) **financial matters:** the Altona Financial Statements were prepared in accordance with applicable Accounting Standards, consistently applied, and fairly present in all material respects the consolidated financial condition of Altona at the respective dates indicated and the results of operations of Altona for the periods covered on a consolidated basis; none of Altona or any of the Altona Group has any liability or obligation (including, without limitation, liabilities or obligations to fund any operations or work or exploration program, to give any guarantees or for taxes other than taxes not yet due), whether accrued, absolute, contingent or otherwise, not reflected in the Altona Financial Statements for the fiscal year ended June 30, 2017, except liabilities and obligations incurred in the ordinary course of business since June 30, 2017, which liabilities or obligations relate to budgeted expenditures disclosed to CMMC or would not reasonably be expected to result in a Altona Material Adverse Change;
- (l) **solvency:** no member of the Altona Group or to its knowledge any Related Entity is affected by an Insolvency Event;

(m) **litigation:**

- (i) there are no actions, suits, arbitrations, legal or administrative proceedings pending or threatened against Altona or any of the Altona Group;
- (ii) neither Altona nor any of the Altona Group is the subject of any pending or, to the knowledge of Altona, threatened investigation; and
- (iii) neither Altona nor any of the Altona Group nor the respective assets, properties or business of Altona or any of the Altona Group is subject to any judgement, order, writ, injunction or decree of any court, Regulatory Authority or arbitration tribunal.

(n) **interests in mineral properties and mineral rights:**

- (i) Altona or as an Altona Group member:
  - A. is the sole legal and beneficial owner and has good and sufficient title, free and clear of any title defect or material encumbrances, to all of its interests in real property, including fee simple estates, leases, surface rights, rights of way, easements and licences from landowners or other authorities permitting the use of land but excluding the Mineral Rights (as defined below) (collectively, the **Real Property**), other than real property in respect of which it is the lessee, in which case it has a valid leasehold interest, and the Real Property permits the use of land by Altona or a member of the Altona Group necessary to permit the operation of their respective businesses as presently conducted or contemplated to be conducted; and
  - B. holds all mineral concessions, claims, leases, licenses, permits, access rights and other rights and interests necessary to explore for, develop, mine or produce minerals, ore or metals for development purposes on the Real Property (collectively, the **Mineral Rights**), free and clear of any material encumbrances, the Mineral Rights are sufficient to permit the operation of the respective businesses of Altona or a member of the Altona Group as presently conducted or contemplated to be conducted, neither Altona nor any member of the Altona Group has any liability or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the Mineral Rights;
- (ii) the Real Property and the Mineral Rights are in good standing under applicable laws and, to the knowledge of Altona, all work required to be performed and filed in respect thereof has been performed and filed in all material respects, all taxes, rentals, fees, expenditures and other payments required to be made in respect thereof have been paid or incurred and all filings in respect thereof have been made;
- (iii) there is no material adverse claim against or challenge to the title to or ownership of any member of the Altona Group, or their respective ownership of, the Real Property or any of the Mineral Rights;
- (iv) no person has any interest in the Real Property or any of the Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest, in any manner whatsoever, including a right to sell or dispose of any production from

any Real Property or Mineral Rights, or any market rights with respect to any production from any Real Property or Mineral Rights;

- (v) there are no back-in rights, earn-in rights, purchase options, rights of first refusal or similar provisions or rights that would affect Altona's or any member of Altona Group's interest in the Real Property or any of the Mineral Rights;
- (vi) there are no restrictions on the ability of any member of the Altona Group to use, transfer or exploit Real Property or any of the Mineral Rights, except pursuant to the applicable laws;
- (o) **mineral reserves and resources:** the most recent estimated mineral reserves and mineral resources publicly disclosed by Altona have been prepared and disclosed in all material respects in accordance with sound mining, engineering, geoscience, and other applicable industry standards including standards and in accordance with all applicable laws including, without limitation, the Australian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 edition); to its knowledge there has been no material reduction in the aggregate amount of estimated mineral resources at the Real Properties taken as a whole, from the amounts disclosed publicly by Altona; all information regarding the Real Property and the Mineral Rights, including all drill results, technical reports and studies that are required to be disclosed, have been disclosed by Altona in accordance with applicable laws;
- (p) **insurance:** Altona maintains policies of insurance with reputable insurers and in amounts covering such risks and with those deductibles as are adequate and usual for companies of a similar size operating in the mining industry; the policies and the coverage provided thereunder are in full force and effect and Altona and the Altona Group are in good standing under each policy; Altona and the Altona Group have not received notice of, nor have any knowledge of, any fact, condition or circumstance which might reasonably form the basis of any claim, dispute, action, litigation or similar proceeding against Altona or the Altona Group which is not in all material respects covered by insurance (subject to standard deductibles) maintained by it and which could reasonably be expected to result in a Altona Material Adverse Change;
- (q) **no adverse change:** except as set out in the Altona Financial Statements since June 30, 2017 there has not been any adverse material change of any kind whatsoever in the financial position or condition of Altona or the Altona Group or any damage, loss or other change of any kind whatsoever in circumstances materially affecting their respective businesses or assets, taken as a whole, or the right or capacity of any of them to carry on their respective businesses, such businesses having been carried on in the ordinary course;
- (r) **environmental:** except to the extent that any violation or other matter referred to in this subsection would not reasonably be expected to result in an Altona Material Adverse Change, individually or in the aggregate:
  - (i) Altona and each member of the Altona Group are and have been in compliance with, and are not in violation of, any Environmental Laws and none of Altona or any of the Altona Group has failed to report to the proper Regulatory Authority the occurrence of any event which is required to be so reported by any Environmental Laws;
  - (ii) Altona and each member of the Altona Group has operated their respective business at all times and have generated, received, handled, used, stored, treated, shipped and disposed of all contaminants, wastes, and hazardous and toxic substances without violation of Environmental Laws;

- (iii) Altona and each member of the Altona Group holds the Environmental Approvals required under any Environmental Laws in connection with the operation of their respective businesses and the ownership and use including rehabilitation of their respective assets, all such Environmental Approvals are in full force and effect, and none of Altona or any of the Altona Group has received any notification from any Regulatory Authority pursuant to any Environmental Laws that any work, undertaking, study, report, assessment, repairs, constructions or other expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any Environmental Approvals issued pursuant thereto, or that any Environmental Approvals referred to above are about to be reviewed, made subject to limitation or conditions, revoked, suspended, withdrawn or terminated;
  - (iv) to the knowledge of Altona, none of Altona or any of the Altona Group are subject to any past or present fact, condition or circumstance that could reasonably be expected to result in liability under any Environmental Laws; and
  - (v) Altona and each member of the Altona Group: (A) have no knowledge of any conditions existing currently or expected to arise which could reasonably be expected to subject it, or any of its previous subsidiaries to damages, losses, penalties, injunctive relief or cleanup costs under any Environmental Laws or bankruptcy or similar proceedings or which require or are reasonably expected to require cleanup, removal, reclamation, rehabilitation, remedial action or other response by it pursuant to applicable Environmental Laws; and (B) is not subject to any judgment, decree, order, requirement or citation related to or arising out of applicable Environmental Laws or bankruptcy or similar proceedings and has not been named or listed as a potentially responsible party by any Governmental Agency in a matter arising under any Environmental Laws.
- (s) **tax matters:** except as would not, individually or in the aggregate, reasonably be expected to result in a Altona Material Adverse Change:
- (i) Altona and the Altona Group has duly and timely: (A) prepared and filed all tax returns required to be filed by it with the appropriate Regulatory Authority and, to its knowledge, such tax returns are complete and correct in all material respects (B) duly and timely paid all taxes due; (C) withheld all taxes and other amounts required by law to be withheld by it and has duly and timely remitted to the appropriate Regulatory Authority such taxes and other amounts required by law to be remitted by it; and (D) collected all amounts on account of sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by law to be collected by it and has duly and timely remitted to the appropriate Regulatory Authority any such amounts required by law to be remitted by it;
  - (ii) the charges, accruals and reserves for taxes reflected on the Altona Financial Statements (whether or not due and whether or not shown on any tax return but excluding any provision for deferred income taxes) are, in the opinion of Altona, adequate under applicable Accounting Standards to cover taxes with respect to Altona and the Altona Group for the periods covered thereby; and
  - (iii) there are no encumbrances for taxes upon any properties or assets of Altona or any of the Altona Group (other than encumbrances relating to taxes not yet due and payable and for which adequate reserves have been recorded on the most recent balance sheet included in the Altona Financial Statements).

- (t) **non-arm's length transactions:** except for employment agreements entered into in the ordinary course of business of Altona, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by Altona or the Altona Group) between Altona or any of the Altona Group on the one hand, and any: (i) officer or director of Altona or any of the Altona Group; (ii) holder of record or, to the knowledge of Altona, beneficial owner of 5% or more of the voting securities of Altona; or (iii) any affiliate or associate of any officer, director or beneficial owner, on the other hand.
- (u) **employment agreements:**
- (i) none of Altona or any of the Altona Group is a party to any written or oral policy, agreement, obligation or understanding providing for severance or termination payments to, or any employment or consulting agreement with, any director, officer or employee of Altona or any of the Altona Group that cannot be terminated without payment of a maximum of six months of that individual's salary; and
- (ii) none of Altona or any of the Altona Group: (A) is a party to any collective bargaining agreement; (B) is subject to any application for certification or pending, threatened or apparent union organizing campaigns for employees not covered under a collective bargaining agreement; or (C) is subject to any current, pending, or to the knowledge of Altona, threatened, strike or lockout;
- (v) **native title and Aboriginal cultural heritage:** except to the extent that any matter referred to in this subsection would not, individually or in the aggregate, result in, or reasonably be expected to result in, an Altona Material Adverse Change:
- (i) the grant, issue, creation, variation, extension, renewal, suspension, revocation and extinguishment of each of the rights and interests that together comprise the Real Property and the Mineral Rights, and the exercise and enjoyment of each of those rights and interests, to the extent that each has affected, or continues to affect, native title rights and interests, is, and always has been, valid;
- (ii) Altona, each other member of the Altona Group, and each of their employees, contractors and agents have not acted in breach of any Cultural Heritage Laws, and have in place, or have the benefit of, sufficient management plans, agreements, procedures and other measures to ensure that their activities will not breach any Cultural Heritage Laws.
- (w) **pension and employee benefits:** Altona does not operate any defined benefit superannuation plan;
- (x) **reporting status:** the Altona Shares are listed and posted for trading on the ASX and the Frankfurt Stock Exchange, and are not listed or traded on any other stock exchange or qualification system; Altona is in compliance in all material respects with applicable listing and corporate governance rules and regulations of the ASX;
- (y) **United States reporting status:** Altona (i) is a "foreign private issuer" as defined in Rule 405 under the U.S. Securities Act, (ii) has no class of securities outstanding that is or is required to be registered under Section 12 of the U.S. Exchange Act or that is subject to the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act and (iii) is not registered or required to register as an investment company under the United States Investment Company Act of 1940, as amended;
- (z) **no cease trade:** Altona is not subject to any cease trade or other order of any Stock Exchange or Regulatory Authority and, to the knowledge of Altona, no investigation or other proceedings involving Altona that may operate to prevent or

restrict trading of any securities of Altona are currently in progress or pending before any applicable Stock Exchange or Regulatory Authority;

- (aa) **no option on assets:** no person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Altona or any of the Altona Group of any of the assets of Altona or any of the Altona Group, other than as described or contemplated in this deed;
- (bb) **certain contracts:** none of Altona or any of the Altona Group is a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree that purports to: (i) limit the manner or the localities in which all or any material portion of the business of Altona or the Altona Group is conducted; (ii) limit any business practice of Altona or the Altona Group in any material respect; or (iii) restrict or require any acquisition or disposition of any property by Altona or the Altona Group in any material respect;
- (cc) **no agreement to merge:** except for this deed, none of Altona or any of the Altona Group has any agreement of any nature whatsoever to acquire, merge or enter into any business combination with any entity, or to acquire or lease any other business operations;
- (dd) **disclosure of material contracts:** all contracts and agreements material to Altona have been disclosed to CMMC and, except as contemplated herein, none of Altona or any of the Altona Group has approved, entered into any binding agreement in respect of, or has any knowledge of, the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by Altona, whether by asset sale, transfer of shares or otherwise;
- (ee) **corrupt practices legislation:** none of Altona or any of the Altona Group, or, to the knowledge of Altona, any of their respective affiliates, officers, directors or employees acting on behalf of Altona or any of the Altona Group has taken, committed to take or been alleged to have taken any action which would cause Altona or any of the Altona Group to be in violation of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)* (Australia) (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Laws of similar effect of any other jurisdiction, and to the knowledge of Altona no such action has been taken by any of its agents, representatives or other Persons acting on behalf of Altona or any of the Altona Group;
- (ff) **no broker's commission:** other than fees payable by Altona to Hartleys in connection with the Scheme and legal and other fees and disbursements typical for the Scheme, Altona has not entered into any agreement that would entitle any person to any valid claim against Altona or CMMC for a broker's commission, finder's fee, financial advisory fee or any like payment in respect of the Scheme or any other matter contemplated by this deed;
- (gg) **no Altona Regulated Event:** no Altona Regulated Event has occurred since June 30, 2017 other than as publicly disclosed prior to the date of this deed;
- (hh) **no consents:** no consent, approval, order or authorization of, or declaration or filing with, any Regulatory Authority or other person is required to be obtained by Altona or the Altona Group in connection with the execution and delivery of this deed or the performance by it of its obligations hereunder or the consummation by Altona of the Scheme, other than any approvals or consent contemplated by a Condition;
- (ii) **disclosure:** Altona is not in breach of its continuous disclosure obligations under the Corporations Act and the ASX Listing Rules and is not relying on the carve-out in ASX Listing Rule 3.1A to withhold any information from disclosure other than

disclosed in writing to CMMC or its Representatives on or before the date of this deed; and

- (jj) **all information:** the information and statements contained in this deed are true and correct in all material respects and together with the Altona Disclosure Materials, contain no misrepresentations and do not omit a material fact which is necessary to make the information and statements contained therein not misleading in light of the circumstances in which they were made.

## **Part B Altona Regulated Events**

- (a) Altona or any of its Subsidiaries converts all or any of its securities into a larger or smaller number of securities;
- (b) Altona or any of its Subsidiaries resolves to reduce its capital in any way;
- (c) Altona or any of its Subsidiaries:
- (i) enters into a buy-back agreement; or
  - (ii) resolves to approve the terms of a buy-back agreement under section 257C(1) or section 257D(1) of the Corporations Act;
- (d) Altona or any of its Subsidiaries issues securities, or grants an option over or to subscribe for its securities or issues any Altona Share Rights, or agrees to make such an issue or grant such an option or Altona Share Right, other than the issue of the MD Rights or an issue of Altona Shares on the exercise of Altona Share Rights as contemplated by clause 6 (or otherwise in accordance with the terms of such Altona Share Rights);
- (e) Altona or any of its Subsidiaries issues, or agrees to issue, convertible notes or any other security convertible into shares;
- (f) Altona or any of its Subsidiaries agrees to pay, declares or pays a dividend or any other form of distribution of profit or capital, other than the declaration and payment by any Subsidiary of Altona of a dividend where the recipient of that dividend is Altona or a wholly-owned Subsidiary of Altona;
- (g) Altona establishes any new scheme under Part 5.1 of the Corporations Act after the date of this deed;
- (h) Altona or any Subsidiary makes any change to its constitution;
- (i) Altona or any of its Subsidiaries acquires or agrees to acquire any material assets, properties or businesses, or incurs, agrees to incur or enters into a commitment or a series of commitments involving capital expenditure by the Altona Group, whether in one or more transactions;
- (j) Altona or any of its Subsidiaries disposes of, or agrees to dispose of, any material assets, properties or businesses, whether in one transaction or a number of such transactions or any Real Property or Mineral Rights related to the Cloncurry project;
- (k) Altona or any of its Subsidiaries creates, or agrees to create, any mortgage, charge, lien or other encumbrance over its business or any part of its property other than in the ordinary course of its business;
- (l) Altona or any of its Subsidiaries incurs any financial indebtedness or issues any debt securities, other than in the ordinary course of business or pursuant to advances under its credit facilities in existence as at the date of this deed where the

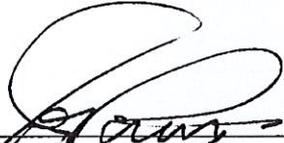
funds drawn pursuant to those advances are used in the ordinary course of business;

- (m) Altona or any of its Subsidiaries makes any loans, advances or capital contributions to, or investments in, any other person (other than to or in Altona or any wholly-owned Subsidiary of Altona in the ordinary course of business);
- (n) Altona or any of its Subsidiaries resolves that it be wound up or an application or order is made for the winding up or dissolution of Altona or any of its Subsidiaries other than where the application or order (as the case may be) is set aside within 14 days;
- (o) an Insolvency Event having occurred with respect to Altona or any of its Subsidiaries;
- (p) a liquidator or provisional liquidator of Altona or any of its Subsidiaries is appointed;
- (q) a court makes an order for the winding up of Altona or any of its Subsidiaries;
- (r) an administrator of Altona or of any of its Subsidiaries is appointed under sections 436A, 436B or 436C of the Corporations Act;
- (s) Altona or any of its Subsidiaries ceases, or threatens to cease, to carry on business;
- (t) Altona or any of its Subsidiaries executes a deed of company arrangement;
- (u) a receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of Altona or any of its Subsidiaries;
- (v) Altona or any of its Subsidiaries is deregistered as a company or otherwise dissolved;
- (w) Altona or any of its Subsidiaries is or becomes unable to pay its debts when they fall due;
- (x) Altona or any of its Subsidiaries entering into any arrangement, commitment or agreement with a related party (as that term is defined in section 228 of the Corporations Act), other than in the ordinary course of business;
- (y) Altona or any of its Subsidiaries makes or amends any tax election, changes any method of tax accounting, settles or compromises any tax liability, files any material amended tax return, enters into a closing agreement, surrenders any right to claim a material tax refund or consents to the extension or waiver of the limitation period applicable to any material tax claim or assessment, other than in the ordinary course of business;
- (z) Altona or any of its Subsidiaries pays, discharges, settles, satisfies, compromises, waives, assigns or releases any claims, liabilities or obligations other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in Altona's financial statements or incurred in the ordinary course of business consistent with past practice;
- (aa) Altona or any of its Subsidiaries authorizes, recommends or proposes any release or relinquishment of any material contractual right or permits, licenses or authorizations with respect to the Cloncurry project, including any relinquishments which occur by reason of the failure to pay any fees or charges;

- (bb) Altona or any of its Subsidiaries enters into or renews any agreement, contract, lease, licence or other binding obligation containing:
- (i) any material limitation or restriction on the ability of Altona or any of its Subsidiaries or, following completion of the transactions contemplated by this deed, the ability of CMMC, to engage in any type of activity or business;
  - (ii) any material limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Altona or, following completion of the transactions contemplated by this deed, all or any portion of the business of CMMC, is or would be conducted; or
  - (iii) any material limitation or restriction on the ability of Altona or any of its Subsidiaries or, following completion of the transactions contemplated by this deed, the ability of CMMC, to solicit customers or employees,
- or that would reasonably be expected to materially delay or prevent the completion of the transactions contemplated by this deed, other than in the ordinary course of business.

Signed as a deed.

Executed by  
Copper Mountain Mining Corporation in the  
presence of:



---

Signature of James O'Rourke

Executed by  
Altona Mining Limited ACN 090 468 018 in  
accordance with section 127 of the  
Corporations Act 2001 (Cth):



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Signature of Secretary

Eric Hughes

---

Name of Secretary



---

Signature of Director

Alistair Cowden

---

Name of Director

## Annexure A - Scheme

# Scheme of Arrangement

Pursuant to section 411 of the Corporations Act

Altona Mining Limited  
Altona

The holders of fully paid ordinary shares in  
Altona Mining Limited

Farris, Vaughan, Wills & Murphy LLP  
Barristers and Solicitors  
25<sup>th</sup> Floor  
700 West Georgia Street  
Vancouver, British Columbia  
Canada V7Y 1B3

Tel (604) 684-9151  
Fax (604) 661-9349  
[www.farris.com](http://www.farris.com)

Our reference 29633-0047

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# **Scheme of Arrangement made under section 411 of the Corporations Act 2001 (Commonwealth)**

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## **Date**

**Parties**                    **Altona Mining Limited ACN [090 468 018]** of Level 1, 2 Kings Park Road, West Perth, Western Australia 6005 (**Altona**)

**The holders of Altona Shares**

## **Background**

- A. Altona is a public company incorporated in the state of Western Australia and is admitted to the official list of the ASX.
- B. Copper Mountain Mining Corporation (or as otherwise named) (**CMMC**) is a public company incorporated under the laws of Canada and is admitted to the official list of the TSX.
- C. Copper Mountain Mining Australia Pty Ltd ACN [insert] (**CMMC Australia**) is a proprietary company incorporated in the state of Western Australia and is a wholly-owned subsidiary of CMMC.
- D. Altona and CMMC have entered into a merger implementation deed dated November 18, 2017 (**Merger Implementation Deed**) pursuant to which, amongst other things, Altona has agreed to propose this Scheme to Altona Shareholders, and each of Altona and CMMC have agreed to take certain steps to give effect to this Scheme.
- E. If this Scheme becomes Effective, then:
  - (a) all of the Scheme Shares will be transferred to CMMC Australia and the Scheme Consideration will be provided to the Scheme Shareholders in accordance with the provisions of this Scheme; and
  - (b) Altona will enter the name and address of CMMC Australia in the Altona Share Register as the holder of all of the Scheme Shares.
- F. CMMC and CMMC Australia have entered into the Deed Poll for the purpose of covenanting in favour of Scheme Shareholders to perform the obligations contemplated of it under this Scheme.

## **Operative provisions**

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### **1. Definitions and interpretation**

#### **1.1 Definitions**

In this Scheme, unless the contrary intention appears or the context requires otherwise:

**ASIC** means the Australian Securities and Investments Commission.

**ASTC** means ASX Settlement Pty Limited.

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**ASX** means ASX Limited.

**ASX Listing Rules** means the official listing rules of ASX.

**Altona Share** means a fully paid ordinary share in the capital of Altona.

**Altona Share Register** means the register of members of Altona maintained by or on behalf of Altona in accordance with section 168(1) of the Corporations Act.

**Altona Shareholder** means a person who is registered in the Altona Share Register as a holder of Altona Shares.

**Business Day** is any day that is both a Business Day within the meaning given in the ASX Listing Rules and a day that banks in Perth, Western Australia and Vancouver and Toronto, Canada are open for business.

**CHESS** means the clearing house electronic sub-register system of share transfers operated by ASTC.

**CMMC CDI** means a CHESS Depository Interest, being a unit of beneficial ownership in an CMMC Share registered in the name of the Depository.

**CMMC Share** means a common share, credited as fully paid, in the capital of CMMC.

**CMMC Share Register** means the register of holders of CMMC Shares maintained by or on behalf of CMMC.

**Condition** means a condition to this Scheme set out in clause 2.1.

**Corporations Act** means the Corporations Act 2001 (Commonwealth).

**Court** means the Federal Court of Australia or such other court of competent jurisdiction as Altona and CMMC agree in writing.

**Deed Poll** means the deed poll to be executed by CMMC and CMMC Australia in favour of the Scheme Shareholders (subject to any amendments permitted by its terms) prior to the despatch of the Explanatory Memorandum to Altona Shareholders.

**Depository** means CHESS Depository Nominees Pty Limited ACN 071 346 506.

**Effective** means, when used in relation to this Scheme, the coming into effect, pursuant to section 411(10) of the Corporations Act, of the order of the Court made under section 411(4)(b) (and, if applicable, section 411(6)) of the Corporations Act in relation to this Scheme.

**Effective Date** means the date on which this Scheme becomes Effective.

**Election Form** means the form accompanying the Explanatory Memorandum pursuant to which holders of Altona Shares (other than Ineligible Overseas Shareholders) may elect whether to receive their Scheme Consideration in the form of CMMC Shares or CMMC CDIs.

**End Date** means 31 March 2018 or such later date as is agreed by Altona and CMMC in writing.

**Excluded Shares** means any Altona Shares held by, or by any person on behalf of or for the benefit of, CMMC or its Related Bodies Corporate.

**Explanatory Memorandum** means the information memorandum in respect of this Scheme approved by the Court under section 411(1) of the Corporations Act for distribution to Altona Shareholders containing, among other things, the explanatory statement required by Part 5.1 of the Corporations Act relating to this Scheme and a notice convening the Scheme Meeting.

**Government Authority** means: (i) any federal, state, provincial, municipal, local or other government or public department, central bank, court, commission, commissioner, board, bureau, agency, tribunal or instrumentality; (ii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above; or (iii) any applicable stock exchange.

**Implementation Date** means the date which is 5 Business Days after the Record Date, or such other date as Altona and CMMC agree in writing.

**Ineligible Overseas Shareholder** means a Scheme Shareholder whose address as shown in the Altona Share Register at 5.00 pm on the Record Date is a place outside Australia and its external territories, New Zealand, Canada, the United Kingdom, Hong Kong, Singapore, the USA, Switzerland, Luxembourg, Bermuda, The Bahamas and Jersey, Channel Islands, unless CMMC and Altona are satisfied, acting reasonably, that the laws of that Scheme Shareholder's country of residence (as shown in the Altona Share Register) permit the issue and allotment of CMMC Shares or CMMC CDIs (as the case may be) to that Scheme Shareholder, either unconditionally or after compliance with conditions which CMMC in its sole discretion regards as acceptable.

**Record Date** means the date which is 5 Business Days after the Effective Date.

**Registered Address** means, in relation to a Altona Shareholder, the address of that Altona Shareholder shown in the Altona Share Register.

**Related Body Corporate** means the meaning given in section 9 of the Corporations Act.

**Sale Nominee** means the person nominated by CMMC and approved by Altona to sell the CMMC Shares that are attributable to Ineligible Overseas Shareholders under the terms of this Scheme.

**Scheme** means the scheme of arrangement under Part 5.1 of the Corporations Act between Altona and Altona Shareholders as set out in this document, subject to any alterations or conditions made or required by the Court pursuant to section 411(6) of the Corporations Act and approved in writing by CMMC and Altona.

**Scheme Consideration** means the consideration to be provided to Scheme Shareholders under the terms of this Scheme being (subject to clauses 5.3 and 5.7) [0. ] fully paid CMMC Shares for each Scheme Share, to be issued in the form of CMMC CDIs or, at the election of Scheme Shareholders, other than Ineligible Overseas Shareholders, CMMC Shares.

**Scheme Meeting** means the meeting of Altona Shareholders ordered by the Court in relation to this Scheme to be convened under section 411(1) of the Corporations Act.

**Scheme Share** means each Altona Shares on issue as at 5.00 pm on the Record Date other than the Excluded Shares.

**Scheme Shareholder** means each person registered in the Altona Share Register as the holder of Scheme Shares.

**Second Court Date** means the first day of hearing of an application made to the Court for an order pursuant to section 411(4)(b) of the Corporations Act approving this Scheme or, if the hearing of such application is adjourned for any reason, means the first day of the adjourned hearing.

**TSX** means Toronto Stock Exchange.

## 1.2 Interpretation

In this Scheme, unless the contrary intention appears or the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) each gender includes each other gender;
- (c) references to persons includes references to individuals, corporations, other bodies corporate or bodies politic;
- (d) references to paragraphs or clauses are to a paragraph or clause of this document;
- (e) a reference to a statute, regulation or agreement is to such a statute, regulation or agreement as from time to time amended;
- (f) a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (g) if a time period is specified and dates from a given date or the day of an act or event, it is to be calculated exclusive of that day;
- (h) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (i) a reference to any time is a reference to that time in Perth, Australia;
- (j) a reference to \$ or A\$ is to the lawful currency of the Commonwealth of Australia;
- (k) a reference to a document is that document as varied, novated, ratified or replaced from time to time;
- (l) the interpretation of a substantive provision is not affected by any heading; and
- (m) **includes** in any form is not a word of limitation.

### 1.3 **Best and reasonable endeavours**

Any provision of this Scheme which requires a party to use best endeavours or reasonable endeavours, or to take all steps reasonably necessary, to procure that something is performed or occurs does not include any obligation:

- (a) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person; or
- (b) to commence any legal action or proceeding against any person, to procure that that thing is done or happens, except for payment of any applicable fee for the lodgement or filing of any relevant application with any Government Authority in order to complete the transactions contemplated in this Scheme,

except where that provision expressly specifies otherwise.

### 1.4 **Business Day**

Except where otherwise expressly provided, where under this Scheme the day on which any act, matter or thing is to be done is a day other than a Business Day, such act, matter or thing shall be done on the immediately following Business Day.

### 1.5 **Definition of send**

For the purposes of clause 5, the word **send** (or any variant thereof) means:

- (a) sending by ordinary pre-paid post or courier to the Registered Address of the Scheme Shareholder; or
  - (b) delivering to that address by any other means at no cost to the recipient.
- 

## **2. Conditions**

### **2.1 Conditions to this Scheme**

This Scheme is conditional upon, and will have no force or effect until, the satisfaction of each of the following conditions, and the provisions of clauses 3, 4 and 5 will not come into effect unless and until each of these conditions have been satisfied:

- (a) as at 8.00 am on the Second Court Date each of the conditions set out in clause 3.1 of the Merger Implementation Deed (other than the condition relating to the approval of the Court set out in clause 3.1(h) of the Merger Implementation Deed) have been satisfied or waived in accordance with the terms of the Merger Implementation Deed;
- (b) as at 8.00 am on the Second Court Date the Merger Implementation Deed has not been terminated;
- (c) the Court approves this Scheme under section 411(4)(b) of the Corporations Act with or without modification;
- (d) such other conditions made or required by the Court under section 411(6) of the Corporations Act in relation to this Scheme as are acceptable to CMMC and Altona have been satisfied; and
- (e) the coming into effect, pursuant to section 411(10) of the Corporations Act, of the orders of the Court made under section 411(4)(b) of the Corporations Act (and, if applicable, section 411(6) of the Corporations Act) in relation to this Scheme.

### **2.2 Certificates in relation to conditions**

- (a) At or before the Court hearing on the Second Court Date, Altona and CMMC will each provide to the Court a certificate (or such other evidence as the Court may request) confirming whether or not all of the conditions set out in clause 3.1 of the Merger Implementation Deed have been satisfied or waived in accordance with the terms of the Merger Implementation Deed.
- (b) The certificates given by Altona and CMMC constitute conclusive evidence that the conditions have been satisfied or waived (as the case may be).

### **2.3 Termination of Merger Implementation Deed**

Without limiting any rights under the Merger Implementation Deed, in the event that the Merger Implementation Deed is terminated in accordance with its terms before 8.00 am on the Second Court Date, Altona, CMMC and CMMC Australia are each released from:

- (a) any further obligation to take steps to implement this Scheme; and
  - (b) any liability with respect to this Scheme.
- 

## **3. Scheme**

### **3.1 Effective Date of Scheme**

Subject to clause 3.2, this Scheme will take effect on and from the Effective Date.

### **3.2 End Date**

This Scheme will lapse and be of no further force or effect if the Effective Date has not occurred on or before the End Date.

---

## **4. Implementation of Scheme**

### **4.1 Lodgement**

If the Conditions are satisfied, Altona must lodge with ASIC in accordance with section 411(10) of the Corporations Act an office copy of the Court order approving this Scheme promptly after, and in any event by no later than 4.00 pm on the Business Day following, the date on which the Court approves this Scheme (or such other Business Day as Altona and CMMC agree in writing).

### **4.2 Transfer of Scheme Shares**

On the Implementation Date, subject to the provision of the Scheme Consideration in the manner contemplated by clause 5 and CMMC and CMMC Australia having provided Altona with written confirmation thereof, all of the Scheme Shares will, together with all rights and entitlements attaching to the Scheme Shares, be transferred to CMMC Australia without the need for any further act by any Scheme Shareholder (other than acts performed by Altona or its directors as attorney or agent for Scheme Shareholders under this Scheme), by:

- (a) Altona delivering to CMMC Australia a duly completed and executed share transfer form or forms to transfer all of the Scheme Shares to CMMC Australia (executed by Altona as the attorney and agent of each Scheme Shareholder under clause 7.2) (which may be a master transfer of all or part of the Scheme Shares);
- (b) CMMC Australia duly executing such share transfer form or forms and delivering it or them to Altona for registration; and
- (c) immediately after receipt of the share transfer form or forms under clause 4.2(b), Altona entering, or procuring the entry of, the name and address of CMMC Australia in the Altona Share Register as the holder of all of the Scheme Shares.

### **4.3 Timing**

Notwithstanding any other provision of this Scheme, while CMMC Shares and CMMC CDIs forming part of the Scheme Consideration must be issued (and relevant registers updated to record their issuance) on the Implementation Date, any requirements under clause 5 for the sending of share certificates, holding statements or allotment advices may be satisfied within 10 Business Days after the Implementation Date.

### **4.4 Provision of Scheme Consideration to the holders of Excluded Shares**

Nothing in this Scheme requires CMMC or CMMC Australia to provide Scheme Consideration to any holder of Excluded Shares.

---

## **5. Scheme Consideration**

### **5.1 Election procedure**

- (a) Subject to the remaining provisions of this clause 5.1, each Scheme Shareholder will be entitled to elect to receive as consideration for the transfer of its Scheme Shares to CMMC Australia under this Scheme either CMMC Shares or CMMC CDIs by completing the Election Form and returning it to the address specified in the Election Form so that it is received by 3.00 pm on the Record Date. An election

(other than a deemed election) under this clause 5.1 must be made in accordance with the terms and conditions on the Election Form.

- (b) An Ineligible Overseas Shareholder may not make any election pursuant to this clause 5.1 and any election purportedly made will be invalid. Ineligible Overseas Shareholders will be deemed to have elected CMMC Shares and the CMMC Shares will be dealt with in accordance with clause 5.7.
- (c) A Scheme Shareholder (other than an Ineligible Overseas Shareholder) who does not validly elect between CMMC Shares and CMMC CDIs will be deemed to have elected to receive CMMC CDIs. Accordingly, a Scheme Shareholder who wishes to receive CMMC CDIs does not need to make an election under this clause 5.1.
- (d) Subject to clause 5.1(e), an election made or deemed to be made by a Scheme Shareholder under this clause 5.1 will be deemed to apply in respect of the Scheme Shareholder's entire registered holding of Scheme Shares at the Record Date, regardless of whether the Scheme Shareholder's holding of Scheme Shares at the Record Date is greater or less than the Scheme Shareholder's holding at the time of the election.
- (e) A Scheme Shareholder who is noted on the Altona Share Register as holding one or more parcels of Altona Shares as trustee or nominee for, or otherwise on account of, another person, may make separate elections under this clause 5.1 in relation to each of those parcels of Altona Shares (subject to it providing to Altona and CMMC any substantiating information they reasonably require), and an election made in respect of any such parcel, or an omission to make an election in respect of any such parcel, will not be taken to extend to the other parcels.
- (f) Altona may, with the agreement of CMMC, settle as it thinks fit any difficulty, matter of interpretation or dispute which may arise in connection with determining the validity of any election, and any such decision will be conclusive and binding on Altona, CMMC, CMMC Australia and the relevant Scheme Shareholder.

## **5.2 Scheme Consideration**

Subject to this Scheme becoming Effective, in consideration of the transfer to CMMC Australia of each Scheme Share held by a Scheme Shareholder under this Scheme, CMMC and CMMC Australia will provide the Scheme Consideration to each Scheme Shareholder for each Scheme Share held by it on the Implementation Date.

## **5.3 Rounding entitlements**

If the number of Scheme Shares held by a Scheme Shareholder as at 5.00 pm on the Record Date is such that the aggregate entitlement of the Scheme Shareholder to Scheme Consideration results in a fractional entitlement to a CMMC Share or CMMC CDI (as the case may be), then the entitlement of that Scheme Shareholder if the Scheme Shareholder is entitled to half or less than half of a CMMC Share or CMMC CDI, must be rounded down to the nearest whole number of CMMC Shares or CMMC CDIs (as the case may be) and if the Scheme Shareholder is entitled to more than half of a CMMC Share or CMMC CDI, must be rounded up to the nearest whole number of CMMC Shares or CMMC CDIs (as the case may be).

## **5.4 Provision of Scheme Consideration**

Subject to clause 4.3, the obligations of CMMC and CMMC Australia under this Scheme to provide the Scheme Consideration to Scheme Shareholders will be satisfied:

- (a) in the case of CMMC Shares which are required to be issued to Scheme Shareholders under this clause 5 - by CMMC procuring that:

- (i) the name and address of each such Scheme Shareholder is entered into the CMMC Share Register on the Implementation Date in respect of the CMMC Shares to which it is entitled under this clause 5; and
  - (ii) a share certificate is sent to the Registered Address of each such Scheme Shareholder representing the number of CMMC Shares issued to the Scheme Shareholder pursuant to this Scheme;
- (b) in the case of CMMC CDIs which are required to be issued to Scheme Shareholders under this clause 5 - by CMMC:
- (i) issuing to the Depository to be held on trust that number of CMMC Shares that will enable the Depository to issue CMMC CDIs as envisaged by clause 5.4(b)(iii) on the Implementation Date;
  - (ii) procuring that the name and address of the Depository is entered into the CMMC Share Register in respect of those CMMC Shares on the Implementation Date and that a share certificate in the name of the Depository representing those CMMC Shares is sent to the Depository;
  - (iii) procuring that on the Implementation Date the Depository issues to each such Scheme Shareholder the number of CMMC CDIs to which it is entitled under this clause 5;
  - (iv) procuring that on the Implementation Date the name of each such Scheme Shareholder is entered in the records maintained by the Depository as the holder of the CMMC CDIs issued to that Scheme Shareholder on the Implementation Date;
  - (v) in the case of each such Scheme Shareholder who held Altona Shares on the CHESSE subregister - procuring that the CMMC CDIs are held on the CHESSE subregister on the Implementation Date and sending or procuring the sending of an allotment advice that sets out the number of CMMC CDIs issued and procuring that ASTC will provide at the end of the month of allotment a CDI holding statement confirming the number of CMMC CDIs held on the CHESSE subregister by that Scheme Shareholder; and
  - (vi) in the case of each such Scheme Shareholder who held Altona Shares on the issuer sponsored subregister - procuring that the CDIs are held on the issuer sponsored subregister on the Implementation Date and sending or procuring the sending of a CDI holding statement to each Scheme Shareholder which sets out the number of CMMC CDIs held on the issuer sponsored subregister by that Scheme Shareholder; and
- (c) in the case of CMMC Shares to be issued in respect of Scheme Consideration due to Ineligible Overseas Shareholders - by CMMC procuring that:
- (i) the name and address of the Sale Nominee is entered into the CMMC Share Register on the Implementation Date in respect of the CMMC Shares required to be issued to it under this clause 5;
  - (ii) a share certificate in the name of the Sale Nominee is sent to the Sale Nominee representing the number of CMMC Shares so issued to it; and
  - (iii) the Sale Nominee sells those CMMC Shares on behalf of the Ineligible Overseas Shareholders, and pays the proceeds in accordance with clauses 5.7.

## 5.5 Joint holders

In the case of Scheme Shares held in joint names:

- (a) any cheque required to be paid to Scheme Shareholders will be payable to the joint holders; and
- (b) the CMMC Shares or CMMC CDIs (as the case may be) to be issued under this Scheme will be issued to and registered in the names of the joint holders,

and will be forwarded to the holder whose name appears first in the Altona Share Register as at 5.00 pm on the Record Date.

## 5.6 Binding instruction or notifications

Except for a Scheme Shareholder's tax file number, any binding instruction or notification between a Scheme Shareholder and Altona relating to Scheme Shares as at 5.00 pm on the Record Date (including any instructions relating to payment of dividends or to communications from Altona) will, from 5.00 pm on the Record Date, be deemed (except to the extent determined otherwise by CMMC in its sole discretion) to be a similarly binding instruction or notification to, and accepted by, CMMC in respect of the CMMC Shares or CMMC CDIs (as the case may be) issued to the Scheme Shareholder until that instruction or notification is revoked or amended in writing addressed to CMMC, provided that any such instructions or notifications accepted by CMMC will apply to and in respect of the issue of CMMC Shares or CMMC CDIs (as the case may be) as the Scheme Consideration only to the extent that they:

- (a) are not inconsistent with the other provisions of this Scheme; or
- (b) are recognised under Canadian law or CMMC's constituent documents.

## 5.7 Ineligible Overseas Shareholders

- (a) Unless CMMC, CMMC Australia and Altona are satisfied, acting reasonably, that the laws of an Ineligible Overseas Shareholder's country of residence (as shown in the Altona Share Register) permit the issue and allotment of CMMC Shares or CMMC CDIs (as the case may be) to the Ineligible Overseas Shareholder, either unconditionally or after compliance with conditions which CMMC in its sole discretion regards as acceptable, CMMC will issue the CMMC Shares to which that Ineligible Overseas Shareholder would otherwise be entitled to the Sale Nominee, and CMMC will be under no obligation under this Scheme to issue, and will not issue, any CMMC Shares (or CMMC CDIs) to any such Ineligible Overseas Shareholder.
- (b) CMMC will procure that, as soon as reasonably practicable and in any event not more than 30 Business Days after the Implementation Date, the Sale Nominee:
  - (i) sells on the financial market conducted by TSX all of the CMMC Shares issued to the Sale Nominee pursuant to clause 5.7(a) in such manner, at such price and on such other terms as the Sale Nominee determines in good faith and at the risk of the Ineligible Overseas Shareholders; and
  - (ii) remits to CMMC the proceeds of sale (after converting to Australian dollars and deducting any applicable brokerage, stamp duty and other selling costs, taxes and charges).
- (c) Promptly after the last sale of CMMC Shares in accordance with clause 5.7(b), CMMC will pay to each Ineligible Overseas Shareholder the proportion of the net proceeds of sale received by CMMC pursuant to clause 5.7(b)(ii) to which that Ineligible Overseas Shareholder is entitled (calculated on an average basis so that

all Ineligible Overseas Shareholders receive the same price per Scheme Share subject to rounding).

- (d) CMMC will pay the relevant fraction of the proceeds of sale referred to in clause (c) to each Ineligible Overseas Shareholder in accordance with any current notification made by each such Ineligible Overseas Shareholder for the payment of any Altona dividends by deposit to a nominated bank account or, where there is no such current notification, by sending, or procuring the despatch to each such Ineligible Overseas Shareholder by prepaid post to the registered address of the Ineligible Overseas Shareholder at 5.00 pm on the Record Date, a cheque in the name of that Ineligible Overseas Shareholder for the relevant amount (denominated in Australian dollars).
- (e) Each Ineligible Overseas Shareholder appoints Altona as its agent to receive on its behalf any financial services guide or other notices (including any updates of those documents) that the Sale Nominee is required to provide to Ineligible Overseas Shareholders under the Corporations Act.

## **5.8 Status of CMMC Shares**

Subject to this Scheme becoming Effective, CMMC will:

- (a) issue the CMMC Shares required to be issued by it under this Scheme on terms such that each such CMMC Share will rank equally in all respects with each existing CMMC Share;
- (b) ensure that each CMMC Share issued as Scheme Consideration is duly issued and is fully paid, non-assessable and free from any mortgage, charge, lien, encumbrance or other security interest; and
- (c) use all reasonable endeavours to ensure that:
  - (i) all CMMC Shares issued as Scheme Consideration are approved for listing and trading on TSX and that trading in them commences on the TSX on the first trading day on the TSX following the Effective Date (or such later date as the TSX or ASX requires); and
  - (ii) as from the Business Day following the Effective Date (or such later date as the TSX or ASX requires) the CMMC CDIs are listed for quotation on the official list of the ASX initially on a deferred settlement basis and with effect from the Business Day following the Implementation Date, on an ordinary settlement basis.

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## **6. Dealings in Altona Shares**

### **6.1 Dealings in Altona Shares by Scheme Shareholders**

For the purposes of establishing who are Scheme Shareholders, dealings in Altona Shares will be recognised by Altona provided that:

- (a) in the case of dealings of the type to be effected on CHES, the transferee is registered in the Altona Share Register as the holder of the relevant Altona Shares by 5.00 pm on the Record Date; and
- (b) in all other cases, registrable transfers or transmission applications in respect of those dealings are received at the place where the Altona Share Register is kept on or before 5.00 pm on the Record Date,

and Altona will not accept for registration, or recognise for the purpose of establishing who are Scheme Shareholders, any transmission application or transfer in respect of Altona Shares received after 5.00 pm on the Record Date.

## **6.2 Altona Share Register**

Altona will, until the Scheme Consideration has been paid and CMMC Australia has been entered in the Altona Share Register as the holder of all of the Scheme Shares, maintain the Altona Share Register in accordance with the provisions of this clause 6 and the Altona Share Register in this form and the terms of this Scheme will solely determine entitlements to the Scheme Consideration.

## **6.3 Information to be made available to CMMC**

Altona must procure that as soon as practicable following the Record Date, details of the names, registered addresses and holdings of Altona Shares of every Scheme Shareholder shown in the Altona Share Register at 5.00 pm on the Record Date are made available to CMMC in such form as CMMC may reasonably require.

## **6.4 Effect of Share certificates and holding statements**

As from the time at which the Scheme Consideration is provided, all share certificates and holding statements for the Scheme Shares (other than for CMMC Australia following the Implementation Date) will cease to have effect as documents of title, and each entry on the Altona Share Register at that date will cease to have any effect other than as evidence of entitlement to the Scheme Consideration.

## **6.5 No disposals after Record Date**

If this Scheme becomes Effective, a Scheme Shareholder, and any person claiming through that Scheme Shareholder, must not dispose of or purport or agree to dispose of any Scheme Shares or any interest in them after the Record Date.

## **6.6 Quotation of Altona Shares**

- (a) It is expected that suspension of trading in Altona Shares on the ASX will occur from the close of trading on ASX on the Effective Date.
- (b) At a time after the Implementation Date to be determined by CMMC, Altona will apply:
  - (i) for termination of official quotation of Altona Shares on ASX; and
  - (ii) to have itself removed from the official list of ASX.

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## **7. General provisions**

### **7.1 Effect of Scheme**

Each Scheme Shareholder acknowledges that this Scheme binds Altona and all of the holders for the time being of Altona Shares (including those who do not attend the Scheme Meeting to approve this Scheme or who do not vote at that meeting or who vote against this Scheme at that meeting) and, to the extent permitted by law, overrides the constitution of Altona.

### **7.2 Appointment of agent and attorney**

Each Scheme Shareholder, without the need for any further act, is deemed to have irrevocably appointed Altona as its agent and attorney for the purpose of:

- (a) executing any document or form or doing any other act necessary to give effect to the terms of this Scheme including, without limitation, the execution of the share transfer(s) to be delivered under clause 4.2(a) and the giving of the Scheme Shareholders' consent under clause 7.4; and
- (b) enforcing the Deed Poll against CMMC and CMMC Australia,

and Altona accepts such appointment. Altona, as agent of each Scheme Shareholder, may sub-delegate its functions, authorities or powers under this clause 7.2 to all or any of its directors and officers (jointly, severally, or jointly and severally).

### **7.3 Enforcement of Deed Poll**

Altona undertakes in favour of each Scheme Shareholder that it will enforce the Deed Poll against CMMC and CMMC Australia on behalf of and as agent and attorney for the Scheme Shareholders.

### **7.4 Scheme Shareholders' consent**

Each Scheme Shareholder irrevocably:

- (a) consents to Altona, CMMC and CMMC Australia doing all things and executing all deeds, instruments, transfers or other documents as may be necessary, incidental or expedient to the implementation and performance of this Scheme; and
- (b) acknowledges that this Scheme binds Altona and all of the Altona Shareholders from time to time (including those who do not attend the Scheme Meeting, do not vote at that meeting or vote against this Scheme).

### **7.5 Scheme Shareholder's agreements**

Under this Scheme:

- (a) each Scheme Shareholder (other than an Ineligible Overseas Shareholder) who is issued CMMC Shares under this Scheme agrees to become a shareholder of CMMC in respect of those CMMC Shares, to be bound by the articles and by laws of CMMC and to have their name entered in the CMMC Share Register;
- (b) each Scheme Shareholder (other than an Ineligible Overseas Shareholder) who is issued CMMC CDIs under this Scheme agrees to become a holder of CMMC CDIs;
- (c) each Scheme Shareholder that is an Ineligible Overseas Shareholder agrees and acknowledges that the payment to it of an amount in accordance with clause 5.7 constitutes the satisfaction in full of its entitlement under this Scheme; and
- (d) each Scheme Shareholder agrees to the transfer of its Scheme Shares, together with all rights and entitlements attaching to those Scheme Shares, to CMMC Australia in accordance with the terms of this Scheme.

### **7.6 Transfer with clear title and warranty by Scheme Shareholders**

- (a) To the extent permitted by law, the Scheme Shares transferred to CMMC Australia under this Scheme must be transferred free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind, whether legal or otherwise.
- (b) Each Scheme Shareholder is deemed to have warranted to Altona, in its own right and for the benefit of each of CMMC and CMMC Australia, that all their Scheme Shares (including any rights and entitlements attaching to those shares) will, at the date of the transfer of them to CMMC Australia, be fully paid and free from all mortgages, charges, liens, encumbrances and interests of third parties of any kind,

whether legal or otherwise, and restrictions on transfer of any kind, and that they have full power and capacity to sell and to transfer their Scheme Shares to CMMC Australia under this Scheme.

## **7.7 Title to Scheme Shares**

CMMC Australia will be beneficially entitled to the Scheme Shares transferred to it under this Scheme pending registration by Altona of CMMC Australia in the Altona Share Register as the holder of the Scheme Shares.

## **7.8 Appointment of CMMC Australia as sole proxy**

From the time at which the Scheme Consideration is provided until Altona registers CMMC Australia as the holder of all of the Altona Shares in the Altona Share Register, each Scheme Shareholder:

- (a) appoints CMMC Australia as attorney and agent (and directs CMMC Australia in each capacity) to appoint any officer or agent nominated by CMMC Australia as its sole proxy and where applicable, corporate representative, to attend shareholders' meetings, exercise the votes attaching to Altona Shares registered in its name and sign any shareholders resolution, and no Scheme Shareholder may itself attend or vote at any of those meetings or sign any resolutions, whether in person, by proxy or by corporate representative (other than pursuant to this clause 7.8(a); and
- (b) must take all other actions in the capacity of the registered holder of Altona Shares as CMMC Australia directs.

## **7.9 Alterations or conditions**

Altona may, by its counsel or solicitors, and with the consent of CMMC and CMMC Australia, consent on behalf of all persons concerned, including a Scheme Shareholder, to any alteration or condition to this Scheme which the Court thinks fit to make or impose.

## **7.10 Notices**

- (a) Where a notice, transfer, transmission application, direction or other communication referred to in this Scheme is sent by post to Altona, it will for all purposes be deemed to be received on the date (if any) on which it is actually received at Altona's registered office (and it will not be deemed to be received in the ordinary course of post).
- (b) The accidental omission to give notice of the Scheme Meeting to any Altona Shareholder, or the non-receipt of such a notice by any Altona Shareholder, will not, unless ordered by the Court, invalidate this Scheme or the proceedings at the Scheme Meeting.

## **7.11 Further assurances**

The Altona Shareholders consent to Altona doing all things necessary for the implementation and performance of its obligations under this Scheme. Altona will execute all documents and do all acts and things as may be necessary or expedient for the implementation of, and performance of its obligations under, this Scheme.

## **7.12 Stamp duty**

CMMC Australia will pay any stamp duty payable on the transfer by Scheme Shareholders of the Scheme Shares to CMMC Australia.

### **7.13 Fees and charges**

Altona must pay all filing, application or similar fees due in relation to this Scheme.

### **7.14 Governing law**

This Scheme is governed by the laws of the State of Western Australia. Each of Altona, CMMC, CMMC Australia and the holders of Altona Shares irrevocably and unconditionally submits, in connection with this Scheme, to the non-exclusive jurisdiction of the Court and any courts which have jurisdiction to hear appeals from the Court and waives any right to object to any proceedings being brought in these courts.

### **7.15 Limitation of liability**

None of Altona, CMMC nor CMMC Australia nor any officer of any of them is liable for anything done or omitted to be done in the performance of this Scheme in good faith.

## Annexure B - Deed Poll

# Deed Poll

Copper Mountain Mining Corporation  
CMMC

Copper Mountain Mining Australia Pty Ltd  
CMMC Australia

In favour of each Scheme Shareholder

Farris, Vaughan, Wills & Murphy LLP  
Barristers and Solicitors  
25<sup>th</sup> Floor  
700 West Georgia Street  
Vancouver, British Columbia  
Canada V7Y 1B3

Tel (604) 684-9151  
Fax (604) 661-9349  
[www.farris.com](http://www.farris.com)

Our reference 29633-0047

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# Deed Poll

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## Date

**Parties**            **Copper Mountain Mining Corporation**, a company existing under the laws of British Columbia, of Suite 1700 – 700 West Pender Street, Vancouver, British Columbia, Canada V6C 1G8 (**CMMC**)

**Copper Mountain Mining Pty Ltd ACN [insert]**

**In favour of**      **Each holder of fully paid ordinary shares in the capital of Altona Mining Limited ACN [090 468 018] (Altona) on issue as at 5.00 pm on the Record Date (Scheme Shareholders)**

## Background

- A.        Altona and CMMC have entered into a merger implementation deed dated November 18, 2017 (**Merger Implementation Deed**).
- B.        Altona has agreed in the Merger Implementation Deed to propose a scheme of arrangement between Altona and the holders of fully paid ordinary shares in Altona, the effect of which will be that CMMC Australia acquires all of the Scheme Shares from Scheme Shareholders in exchange for the Scheme Consideration.
- C.        In accordance with clause 4.2(f) of the Merger Implementation Deed, each of CMMC and CMMC Australia is entering into this deed poll to covenant in favour of Scheme Shareholders that it will observe and perform its obligations under the Scheme, as if named as a party to the Scheme.

## Operative provisions

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### 1.        **Definitions and interpretations**

#### 1.1      **Definitions**

In this deed poll:

- (a)        **Scheme** means the proposed scheme of arrangement under Part 5.1 of the Corporations Act between Altona and the Scheme Shareholders, a copy of which is annexed to this deed poll; and
- (b)        capitalised terms have the meanings given to them in the Scheme, unless the context requires otherwise.

#### 1.2      **Interpretation**

In this deed poll, unless the contrary intention appears or the context requires otherwise:

- (a)        the singular includes the plural and vice versa;
  - (b)        each gender includes each other gender;
-

- (c) references to persons includes references to individuals, corporations, other bodies corporate or bodies politic;
- (d) references to paragraphs or clauses are to a paragraph or clause of this deed poll;
- (e) a reference to a statute, regulation or agreement is to such a statute, regulation or agreement as from time to time amended;
- (f) a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (g) if a time period is specified and dates from a given date or the day of an act or event, it is to be calculated exclusive of that day;
- (h) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (i) a reference to any time is a reference to that time in Perth, Western Australia;
- (j) a reference to **A\$** is to the lawful currency of the Commonwealth of Australia;
- (k) a reference to a document is that document as varied, novated, ratified or replaced from time to time;
- (l) the interpretation of a substantive provision is not affected by any heading; and
- (m) **includes** in any form is not a word of limitation.

### **1.3 Nature of deed poll**

Each of CMMC and CMMC Australia acknowledges that:

- (a) this deed poll may be relied on and enforced by any Scheme Shareholder in accordance with its terms even though the Scheme Shareholders are not party to it; and
- (b) under the Scheme, each Scheme Shareholder irrevocably appoints Altona as its agent and attorney to enforce this deed poll against CMMC and CMMC Australia (as applicable).

---

## **2. Condition**

### **2.1 Condition**

The obligations of each of CMMC and CMMC Australia under this deed poll are subject to the Scheme becoming Effective.

### **2.2 Termination**

If the Merger Implementation Deed is terminated or the Scheme does not become Effective on or before the End Date, the obligations of each of CMMC and CMMC Australia under this deed poll automatically terminate and the terms of this deed poll will be of no further force or effect.

### **2.3 Consequences of termination**

If this deed poll is terminated under clause 2.2 then, in addition and without prejudice to any other rights, powers or remedies available to it:

- (a) each of CMMC and CMMC Australia is released from its obligations to further perform this deed poll except those obligations under clause 7.2 and any other obligations which by their nature survive termination; and
- (b) each Scheme Shareholder retains the rights they have against each of CMMC and CMMC Australia in respect of any breach of this deed poll by CMMC or CMMC Australia which occurs before this deed poll is terminated.

---

### **3. Compliance with Scheme obligations**

#### **3.1 Scheme Consideration**

Subject to clause 2, each of CMMC and CMMC Australia undertakes in favour of each Scheme Shareholder to:

- (a) provide or procure the provision of the Scheme Consideration to each Scheme Shareholder; and
- (b) undertake all other actions attributed to it under the Scheme,

in accordance with the Scheme.

#### **3.2 Status of CMMC Shares**

CMMC undertakes in favour of each Scheme Shareholder that the CMMC Shares which are issued to Scheme Shareholders and to the Depositary in accordance with the Scheme will:

- (a) rank equally in all respects with the existing CMMC Shares; and
- (b) be duly issued and fully paid, non-assessable and free from any mortgage, charge, lien, encumbrance or other security interest (except for any lien arising under the articles of CMMC).

---

### **4. Warranties**

- (a) CMMC represents and warrants that:
  - (i) it is a corporation validly existing under the laws of its place of registration;
  - (ii) the execution and delivery by it of this deed poll has been (or prior to the Scheme becoming Effective, will be) properly authorised by all necessary corporate action and it has full corporate power (including shareholder approval) and lawful authority (including all necessary approvals and/or waivers from the TSX) to perform or cause to be performed its obligations under this deed poll and to carry out or cause to be carried out the transactions contemplated by this deed poll; and
  - (iii) this deed poll will constitute legally valid and binding obligations on it enforceable in accordance with its terms (subject to any necessary stamping) and does not conflict with or result in a breach of a default under:
    - A. the constitution or equivalent constituent documents of it or any of its Related Bodies Corporate; or
    - B. any writ, order or injunction, judgment, law, rule or regulation to which it is party, or by which it is bound.

- (b) CMMC Australia represents and warrants that:
- (i) CMMC Australia is a corporation limited by shares under the Corporations Act;
  - (ii) the execution and delivery by it of this deed poll has been (or prior to the Scheme becoming Effective, will be) properly authorised by all necessary corporate action and it has full corporate power and lawful authority to perform or cause to be performed its obligations under this deed poll and to carry out or cause to be carried out the transactions contemplated by this deed poll; and
  - (iii) this deed poll will constitute legally valid and binding obligations on it enforceable in accordance with its terms (subject to any necessary stamping) and does not conflict with or result in a breach of a default under:
    - A. its constitution; or
    - B. any writ, order or injunction, judgment, law, rule or regulation to which it is party, or by which it is bound.

---

## 5. Continuing obligations

This deed poll is irrevocable and, subject to clause 2, remains in full force and effect until:

- (a) each of CMMC and CMMC Australia has fully performed its obligations under this deed poll; or
- (b) the earlier termination of this deed poll under clause 2.2.

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## 6. Scheme

Without limiting anything in clause 3, each of CMMC and CMMC Australia will be bound by and will comply with all provisions of the Scheme.

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## 7. General

### 7.1 Notices

- (a) All notices or other communication to CMMC or CMMC Australia in respect of this deed poll must be:
  - (i) in writing;
  - (ii) in the case of personal service, post or facsimile, signed by the sender or by a person duly authorised by the sender;
  - (iii) in the case of email, must be in pdf or other format that is a scanned image of the original of the communication, including a handwritten signature, and be attached to an email that states that the attachment is a communication under this agreement;
  - (iv) must be delivered or sent by prepaid ordinary post to the address, or sent by fax to the fax number, or by email to the email address, of CMMC or CMMC Australia or given in any other way permitted by law, in each case addressed in the manner relevantly described below:

Address: Suite 1700 – 700 West Pender Street,  
Vancouver, British Columbia V6C 1G8

Fax number: +1 (604) 682-2993

Email: jim@cumtn.com

For the attention of: James O'Rourke

with a copy to:

Address: Farris, Vaughan, Wills & Murphy LLP  
25<sup>th</sup> Floor – 700 West Georgia Street  
Vancouver, British Columbia V7Y 1B3

Fax: +1 (604) 661-9349

Email: eharrison@farris.com

For the attention of: Elizabeth J. Harrison (Partner)

- (b) Any notice or other communication given in accordance with clause 7.1(a) will, in the absence of proof of earlier receipt, be deemed to have been duly given as follows:
- (i) if delivered by hand, on delivery at the address of the addressee, unless that delivery is made on a non-Business Day, or after 5.00 pm on a Business Day, in which case that communication will be deemed to be received at 9.00 am on the next Business Day;
  - (ii) if sent by pre-paid mail, on the third Business Day after posting;
  - (iii) if sent by facsimile, at the local time (in the place of receipt of the facsimile) which then equates to the time at which that facsimile is sent as shown on the transmission report which is produced by the machine from which that facsimile is sent and which confirms transmission of that facsimile in its entirety, unless that local time is a non-Business Day, or after 5.00 pm on a Business Day, in which case that communication will be deemed to be received at 9.00 am on the next Business Day; and
  - (iv) if sent by email, unless the party sending the email knows or reasonably ought to suspect that the email and the attached communication were not delivered to the addressee's domain specified in the email address notified for the purposes of this clause 7.1, 24 hours after the email was sent.

## 7.2 Stamp duty

CMMC and CMMC Australia will:

- (a) pay or procure the payment of all transaction duties and any related fines and penalties in respect of this deed poll, the performance of this deed poll and each transaction effected by or made under this deed poll (including in connection with the transfer of Altona Shares to CMMC Australia in accordance with the terms of the Scheme); and
- (b) indemnify each Scheme Shareholder against any liability arising from failure to comply with clause 7.2(a).

### **7.3 Waiver**

- (a) Waiver of any right arising from a breach of this deed poll or of any right, power, authority, discretion or remedy arising upon default under this deed poll must be in writing and signed by the party granting the waiver.
- (b) A failure or delay in exercise, or partial exercise, of:
  - (i) a right arising from a breach of this deed poll; or
  - (ii) a right, power, authority, discretion or remedy created or arising upon default under this deed poll,does not result in a waiver of that right, power, authority, discretion or remedy.
- (c) A party is not entitled to rely on a delay in the exercise or non-exercise of a right, power, authority, discretion or remedy arising from a breach of this deed poll or on a default under this deed poll as constituting a waiver of that right, power, authority, discretion or remedy.
- (d) A party may not rely on any conduct of another party as a defence to the exercise of a right, power, authority, discretion or remedy by that other party.
- (e) This clause may not itself be waived except in writing.

### **7.4 Variation**

This deed poll may be amended only by another deed poll entered into by CMMC and CMMC Australia, and then only if the amendment is agreed to by Altona, and the Court indicates that the amendment would not preclude approval of the Scheme.

### **7.5 Cumulative rights**

The rights, powers and remedies of CMMC, CMMC Australia and each Scheme Shareholder under this deed poll are cumulative and do not exclude any other rights, powers or remedies provided by the law independently of this deed poll.

### **7.6 Assignment**

The rights and obligations of each of CMMC and CMMC Australia and the rights of each Scheme Shareholder under this deed poll are personal and must not be assigned, charged or otherwise dealt with at law or in equity.

### **7.7 Further action**

CMMC and CMMC Australia will promptly do all things and execute and deliver all further documents required by law to give effect to this deed poll.

### **7.8 Governing law and jurisdiction**

- (a) This deed poll is governed by the laws of the state of Western Australia.
- (b) Each of CMMC and CMMC Australia irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the state of Western Australia for any proceedings in connection with this deed poll and waives any right it may have to object to an action being brought in those courts including by claiming that the action has been brought in an inconvenient forum.

**Executed** as a deed poll.

**Executed by  
Copper Mountain Mining Corporation** in the  
presence of:

---

Signature of James O'Rourke

**Executed by  
Copper Mountain Mining Pty Ltd ACN  
[insert]** in accordance with section 127 of the  
Corporations Act 2001 (Cth):

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Signature of Director

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Signature of Director/Secretary

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Name of Director

---

Name of Director