



## Copper Mountain Mining Corporation 8% Senior Secured USD 250,000,000 Bonds 2021/2026

### Terms:

<b>Documentation:</b>	Before investing in the bond, the investor is encouraged to become familiar with relevant documents such as this term sheet, the Loan Agreement and the Issuer's financial accounts and articles of association and if relevant, admission document, cf. ABM-rules section 2.7.2.3. The documents are available with the Issuer and in Relevant Places. In the case of any discrepancies between the Loan Agreement and this term sheet, the Loan Agreement will apply.		
<i>The Loan Agreement<sup>1)</sup> is described more closely in Standard Terms</i>			
<b>Relevant places:</b>	<a href="http://www.cumtn.com">www.cumtn.com</a> ; <a href="http://www.sedar.com">www.sedar.com</a> and <a href="http://www.stamdata.no">www.stamdata.no</a>		
<b>Issuer:</b>	Copper Mountain Mining Corporation		
<b>Borrowing Limit – Tap Issue:</b>	USD 250,000,000 (no tap issues)		
<b>First Tranche / Loan Amount :<sup>2)</sup></b>	USD 250,000,000		
<b>Disbursement Date:<sup>3)</sup></b>	8 June 2021		
<b>Maturity Date:<sup>4)</sup></b>	9 April 2026		
<b>Interest Rate:</b>	8% per annum		
<b>Yield on Disbursement Date:</b>	8% per annum		
<b>Day Count Fraction– Interest rate:<sup>5)</sup></b>	30/360-basis – standard terms		
<b>Business Day Convention:<sup>6)</sup></b>	Standard Business Day Convention		
<b>Interest Payment Date(s):<sup>7)</sup></b>	April 9 and October 9 of each year		
<b>Interest accrual date:</b>	April 9 2021 (the Issue Date)		
<b>Date until which interest accrues:</b>	April 9 2026 (the Maturity Date)		
<b>Status of the loan:<sup>8)</sup></b>	Senior secured		
<b>Issue Price:<sup>9)</sup></b>	USD 1 per Bond (100% of par value)		
<b>Denomination:</b>	USD 1 per Bond		
<b>Call:<sup>10)</sup></b>	<b>Redemption Date(s):</b>	First Call Date and each Call Option Repayment Date	<b>Price:</b>
			The relevant call prices set out in Clause 10.2 of the Loan Agreement

<b>Issuer's org. number/LEI number:</b>	Org. no.: BC0755294 LEI code: 5493006C53WJSL5MMV91			
<b>Number / Codes:</b>	<b>Sector code:</b> 9100	<b>Geographic code:</b> 9612	<b>Industry (trade) Code:</b> 07290	
<b>Usage of funds:</b>	To repay certain outstanding loans			
<b>Approvals / Permissions:</b>	<ul style="list-style-type: none"> <li>• The issuance was approved by the board of directors of the Company on 29 March 2021</li> <li>• The admission document has been inspected by Oslo Børs, cf. ABM-rules sec 2.7</li> </ul>			
<b>Trustee:</b>	Nordic Trustee AS, Kronprinsesse Märthas plass 1, 0160 Oslo, Norway			
<b>Arrangers:</b>	Clarksons Platou Securities AS, Munkedamsveien 62C, NO-0270 Oslo, Norway DNB Markets, DNB Bank ASA, Dronning Eufemias gate 30, NO-0191 Oslo, Norway			
<b>Paying Agent:</b>	NT Services AS, Kronprinsesse Märthas plass 1, 0160 Oslo, Norway			
<b>Securities Depository:</b>	Verdipapirsentralen ASA (VPS), Fred. Olsens gate 1, 0152 Oslo, Norway			
<b>FISN- and CFI-code</b>	<b>FISN:</b> CMMC/10 BD 20260409 <b>CFI:</b> DBFSGR			
<b>Market Making:</b>	None			
<b>MiFID II target market of end clients:</b>	Solely for the purposes of each manufacturer's (in this case referring to the Arrangers) product approval process, the target market assessment in respect of the Bonds has led to the conclusion that: (i) the target market for the Bonds is eligible counterparties and professional clients, each as defined in MiFID II; and (ii) all channels for distribution of the Bonds are appropriate. Any person subsequently offering, selling or recommending the Bonds (a "Distributor") should take into consideration the Manufacturer's			

target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Bonds (by either adopting or refining the Manufacturer's target market assessment) and determining appropriate distribution channels. The negative target market for the Bonds is clients that seek full capital protection or full repayments of the amount invested, are fully risk averse/have no risk tolerance or need a fully guaranteed income or fully predictable return profile. No PRIIPs key information document (KID) has been prepared as the Bond Issue is not deemed within scope.

**Withholding tax:** <sup>11)</sup>

Gross Up

**Special (distinct) conditions:**

Semi-annual instalments in an amount of USD 10,000,000 on each Interest Payment Date.

Change of control put option, cf. Clause 10.3 of the Loan Agreement.

Information covenants set forth in Clause 12 of the Loan Agreement.

General undertakings set forth in Clause 13 of the Loan Agreement, including but not limited to, restrictions on distributions, financial support and disposals and a negative pledge covenant.

Liquidity covenants on the Issuer and Copper Mountain Mine (BC) Ltd. as set out in Clause 13.25 of the Loan Agreement.

Liquidity Covenant Step-up, cf. Clause 13.26 of the Loan Agreement in case the Leverage Ratio exceeds 4.00:1.00.

**Supplementary information about status of the loan and collateral:** <sup>8)</sup>

The Bonds are secured by, inter alia, a security interest over the assets of the Issuer and the Management Company, and security over all the Issuer's ownership interest in the Management Company, CMMA and CMM respectively.

The Transaction Security is further described in Clause 2.5 of the Loan Agreement.

The Bonds will constitute senior debt obligations of the Issuer. The Bonds will rank pari passu between themselves and will rank at least pari passu with all other obligations of the Issuer (save for such claims which are preferred by bankruptcy, insolvency, liquidation or other similar laws of general application).

**Standard terms:**

*If any discrepancy should occur between this Loan description and the Loan Agreement, then the Loan Agreement should apply.*

<b>Loan Agreement:</b> <sup>1)</sup>	The Loan Agreement will be entered into between the Issuer and the Trustee prior to Disbursement Date. The Loan Agreement regulates the Bondholder's rights and obligations in relations with the Issue. The Trustee enters into this agreement on behalf of the Bondholders and is granted authority to act on behalf of the Bondholders to the extent provided for in the Loan Agreement.  When bonds are subscribed/purchased, the Bondholder has accepted the Loan Agreement and is bound by the terms of the Loan Agreement. For tap issues, the Loan Agreement will apply for later issues made within the Borrowing Limit. The parties' rights and obligations are also valid for subsequent issued bonds within the Borrowing Limit.
<b>Open / Close:</b> <sup>3) 4)</sup>	Tap Issues will be opened on Disbursement Date and closed no later than five bank days before Maturity Date.
<b>Disbursement date:</b> <sup>3)</sup>	Payment of the First Tranche / Loan Amount takes place on the banking date ahead of Disbursement Date as agreed with the Manager(s). In case of late payment, the applicable default interest rate according to "lov 17. desember 1976 nr 100 om renter ved forsinket betaling m.m." will accrue.
<b>Expansions – Tap Issues:</b> <sup>2)</sup>	For Tap Issues the Issuer can increase the loan above the First Tranche/Loan Amount. For taps not falling on Interest Payment Dates, Accrued Interest will be calculated using standard market practice in the secondary bond market. The Issuer may apply for an increase in the Borrowing Limit.
<b>Issue price – Tap Issues:</b> <sup>9)</sup>	Any taps under the Tap Issue will be made at market prices.
<b>Interest Period:</b> <sup>7)</sup>	The interest rate is due in arrears on the Interest Payment Date. The first Interest Rate is paid on the first Interest Payment Date after Disbursement Date. The subsequent period runs from this date until the next Interest Payment Date. Last Interest Payment Date corresponds to Maturity Date.
<b>Day Count Fraction– Interest rate:</b> <sup>5)</sup>	Interest shall be calculated on the basis of a 360 day year consisting of 12 months of 30 days, in case of a non-finished month the actual number of calendar days (30/360-basis), with the exception of periods where <ul style="list-style-type: none"> <li>a) the last day in the period is the 31<sup>st</sup> calendar day, and the first day of the period is neither the 30<sup>th</sup> nor the 31<sup>st</sup> of the month, in which the month containing the period shall not be reduced to 30 days; or</li> <li>b) the last day of the period is the last calendar day in February, in which February shall not be extended to a 30-day month.</li> </ul>
<b>Standard Business Day Convention</b> <sup>6)</sup>	Interest Payment Date will not be moved even if it is on a day that is not a banking day. If Interest Payment Date is not a banking day, payments will be made on the following banking day.
<b>Accrued interest:</b>	Accrued Interest rates for trades in the secondary bond market are calculated on the basis of current recommendations of Norske Finansanalytikerers Forening ( <i>The Norwegian Society of Financial Analysts</i> ).
<b>Condition – Call:</b> <sup>10)</sup>	Exercise of Call shall be notified by the Issuer to the Bondholders and the Bond Trustee at least ten Business Days prior to the relevant Call Date. Partial exercise of Call shall be carried out pro rata between the Bonds (according to the procedures in the Securities Register).

<b>Registration:</b>	The loan must prior to disbursement be registered in the Securities Depository. The bonds are being registered on each Bondholders account or nominee account in the Securities Depository.
<b>Issuer's acquisition of bonds:</b>	The Issuer has the right to acquire Bonds and to retain, sell or discharge such Bonds in the Securities Depository. Subordinated bonds may not be purchased, sold or discharged by the Issuer without the consent of Finanstilsynet, provided that such consent is required.
<b>Amortisation: <sup>4)</sup></b>	The bonds will run without instalments and be repaid in full on Maturity Date at par, provided the Issuer has not called the bonds.
<b>Redemption:</b>	Matured interest rate and matured principal will be credit each Bondholder directly from the Securities Registry. Claims for interest and principal shall be limited in time pursuant the Norwegian Act relating to the Limitation Period Claims of May 18 1979 no 18, p.t. 3 years for interest rates and 10 years for principal.
<b>Sale:</b>	Tranche 1/ Loan amount has been sold by the Arranger. Later taps can also take place by other authorized investment firms.
<b>Legislation:</b>	Disputes arising from or in connection with, the Loan Agreement which are not resolved amicably, shall be resolved in accordance with Norwegian law and the Norwegian courts. Legal suits shall be served at the Trustee's competent legal venue.
<b>Fees and expenses:</b>	Any public fees payable in connection with the Bond Agreement and fulfilling of the obligations pursuant to the Bond Agreement shall be covered by the Issuer. The Issuer is not responsible for reimbursing any public fees levied on the trading of Bonds.
<b>Withholding tax: <sup>1)</sup></b>	The issuer is responsible for withholding any withholding tax imposed by applicable law on any payments to be made by it in relation to the bonds. In case of Gross up, the issuer shall be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes. In case of No gross up, the issuer shall not be liable to gross up any payments in relation to the bonds by virtue of withholding tax, public levy or similar taxes.

**Copper Mountain Mining Corporation**



Vancouver, 23 July 2021

Name: Rod Shier  
Title: Chief Financial Officer

**Clarksons Platou Securities AS**



**DNB Markets, a part of DNB Bank ASA**

