

**GUNNISON COPPER CORP.
SECOND AMENDED AND RESTATED CREDIT AGREEMENT
SUMMARY OF TERMS AND CONDITIONS**

This term sheet dated February 28, 2025 (this “**Term Sheet**”) expresses the agreement of the Parent (Gunnison Copper Corp., formerly Excelsior Mining Corp), the Borrower (Excelsior Mining Arizona, Inc.) and the Lender (Nebari Natural Resources Credit Fund I, LP) to amend and restate the 22 December 2021 Amended and Restated Credit Agreement (the “**ARCA**”) to incorporate all subsequently agreed amendments, including as now stated and agreed within this Term Sheet to, amongst other matters, suspend principal amortization from February 1, 2025 until January 1, 2026, provide for conversion to equity, provide for certain monies that could be received under a 48C tax credit to be applied towards Principal, and provide for potential purchase of the facility by Nebari Natural Resources Credit Fund II, LP which, were such purchase to occur, would also defer the Maturity Date.

Capitalized terms used but not otherwise defined below are as defined in the Amended and Restated Credit Agreement dated December 22, 2021 (“**ARCA**”) and its amendment. All references to \$ below, unless stated otherwise, refer to US dollar amounts.

Subject to the stated Conditions Precedent to Binding Term Sheet, the parties intend for this Term Sheet to be binding on and from the date it is duly executed by all parties to it.

**Incorporation of
Previously Agreed
Documentation:**

The Second Amended and Restated Credit Agreement (the “**ARCA2**”) and all associated documentation (including but not exclusively that associated with defining and perfecting Borrower’s security, with intercreditor agreements and the Amended and Restated Purchase Option Agreement (the “**ARPOA**”) between the Lender and Triple Flag dated 28 March 2022) shall be based on and incorporate in full (where not superseded or in conflict with the further changes laid out in this Term Sheet) the following previously agreed loan documentation:

- The ARCA dated 22 December 2021;
- The 1st ARCA amendment dated 31 May 2022;
- The 2nd ARCA amendment and the 1st amendment to the ARPOA dated 30 January 2023;
- The Consent to Option Agreement dated 28 July, 2023 between the Parent, the Borrower and the Lender in which Lender consented to the proposed option agreement (the “**Option Agreement**”) between Borrower, Parent and Nuton LLC (“**Nuton**”) and the Parent’s proposed guaranty of Borrower’s performance of the Option Agreement (the “**Guaranty**”);
- The Subordination Agreement dated 29 September 2023 between the Parent, the Borrower, the Lender and Nuton.

- The 3rd ARCA amendment dated 30 November 2023. This amongst other changes amended the Maturity Date to 30 June 2026, reset the Applicable Rate to 10.5% per annum, reset the Rate Supplement to the greater of 3MSOFR and 1.5%, set the Amortizing Principal Amount to \$6.2M and established a revised amortization schedule for Principal and the Repayment Bonus. Furthermore, new Covenants were added at 6.3(t) and 6.3(u) setting conditions necessary before well stimulation trials at the Gunnison Project and the Gunnison Open Pit PFS, respectively, could commence. Concurrently there was a 3rd amendment to the ARPOA.
- Subsequently on 14 December 2023 Triple Flag and Parent, and Greenstone Resources LP and Greenstone Excelsior Holdings LP (collectively “**Greenstone**”) and Parent, amended the maturity date of Convertible Debentures held by Triple Flag and Greenstone to 30 September 2026, and Lender and Greenstone signed an intercreditor agreement.

Considering the extended term related to the 3rd ARCA amendment Lender has re-filed or amended the following security documentation:

- On 7 November 2024, British Columbia PPSA Security Agreement 846897L was amended to extend the expiry to 23 October 2031.
- On 6 November 2024, Arizona UCC 2024-004-9533-6 was filed.
- On 6 November 2024, Arizona UCC 2019-004-6116-1 was amended for continuation.

Parent Name Change: The ARCA2 and associated loan documentation shall include necessary changes to effect the Parent’s name change from Excelsior Mining Corp. to Gunnison Copper Corp. (TSX:GCU).

Closing Date: Terms to be effective upon signing of this Term Sheet, with full documentation of ARCA2 and associated agreements to proceed with signing and closing targeted for March 15, 2025 or as soon as possible thereafter.

Changes to Principal Amortization: Section 3.3(c) of the ARCA, as amended by the 3rd ARCA Amendment, shall be modified such that (i) the requirement to repay the Amortizing Principal Amount and related Repayment Bonus shall be suspended from February 1, 2025 until January 1, 2026; and (ii) as of January 1, 2026, the remaining principal shall be amortized on a straight line basis in equal monthly amounts or a monthly amount of \$300,000, whichever is the smaller, together with proportional payments of the Repayment Bonus, until the Maturity Date.

Such amortization shall be first applied to reduce the non-convertible portion of Principal to zero, and then it shall be applied to reduce the convertible portion of Principal.

Addition of Principal Conversion Rights:

\$6.25 million of the principal amount (the “**Initial Convertible Principal**”) of the Facility will be convertible, at Lender’s option, into common shares of Parent, at a price (the “**Conversion Price**”) equal to the lower of (i) a 30% premium to the lowest issuance price of the common shares or units issued in any equity financing prior to March 31, 2025 (subject to minimum pricing rules of the Toronto Stock Exchange); and (ii) the lowest exercise price of any warrants issued as part of any such equity financing, provided that if no equity financing is completed prior to March 31, 2025 the Conversion Price shall be a 30% premium to the volume weighted average trading price (“**VWAP**”) of the common shares of Parent on the Toronto Stock Exchange for the five trading days prior to the execution of this Term Sheet. The Conversion Price shall be converted to United States dollars using the average exchange rate posted by the Bank of Canada for the trading day prior to the setting of the Conversion Price.

The Conversion Rights will be subject to an accelerator provision which will provide that if the volume weighted average trading price of the common shares of the Parent is greater than 150% of the Conversion Price for a period of 20 consecutive trading days (the “**Positive Acceleration Test**”), then, provided Parent has a guaranteed buyer¹ (the “**Guaranteed Buyer**”) for equity at a price exceeding 150% of the Conversion Price, the Parent may within 5 business days provide written notice to the Lender requesting conversion of up to 25% of the Initial Convertible Principal (capped at the amount the Guaranteed Buyer will purchase, and to the extent this has not already been done by the Lender) to equity (the “**Requested Equity Portion**”). The Lender must then either (i) within ten days conclude an agreement to sell the Requested Equity Portion to the Guaranteed Buyer; or (ii) within 10 days convert the Requested Equity Portion (after deduction of that Principal already converted by Lender), provided the trading price at conversion exceeds 150% of the Conversion Price. Should Lender choose (ii) and the stock then trades below 150% of the Conversion Price during the 10 day period, then Lender shall have the option to defer such conversion until the 5 day VWAP again exceeds 150% of the Conversion Price.

Parent shall have the option to accelerate the conversion of a further up to 25% portion of the Initial Convertible Principle (to the extent not

¹ A credible party willing to put the required funds in escrow pending Lender’s conversion of the required Principal to equity that it can freely sell to that party. Such funds must be placed into escrow at the time the Lender agrees to convert such Principal and proceed to sale of the resultant equity.

already done by the Lenders) after a four-month interval, subject to there being a Positive Acceleration Test as stated in the preceding paragraph.

Prior to selling any common shares in Parent, Lender agrees to consult with Parent with a view to identifying and agreeing to a sales process that will mitigate the potential for any negative impact on the market price of Parent's shares.

Principal Payment: If Parent or Borrower receives a portion of the Johnson Camp 48C tax credit it shall use the lower of \$6.25 million or the full amount of the proceeds so received to, within 10 business days, pay down the non-convertible principal amount and the related Repayment Bonus of the Facility. Lender understands that the receipt of such tax credits by Parent or Borrower may depend on the Refinancing (as referenced below).

Share Sale Restrictions: If Lender elects to sell on-market the common shares issued upon conversion of the Facility, such sale shall be restricted to an amount equal to 10% of the daily trading volume on the Toronto Stock Exchange for the day of such sale (the "**10% Limitation**") unless the sale price is no lower than a 5% discount to the closing price on the previous trading day, provided that within any 120 day period the cumulative discount of the sale price as it relates to the closing price on the day prior to Lender's first sale in such 120 day period shall not exceed 25% and if such amount is exceeded the 10% Limitation shall apply to such further sales. There will be no restriction to Lender selling shares off-market, however if the sale would result in the acquiring party owning more than 20% of the Parent's common shares, the prior written consent of the Parent is required.

[REDACTED: Heading] **[REDACTED: Confidential and commercially sensitive commercial terms]**

Additional Security: Excelsior Holdings will become a Material Subsidiary, part of Lender's collateral package (together with associated assets), and thus subject to Mandatory Prepayment provisions if sold.

Refinancing: In the event that the principal amount is reduced to \$7.5 million or less, Lender agrees to seek sale and assignment of the Facility to **[REDACTED: Confidential party details]** or another party (the "**Loan Buyer**"). The assigned Facility shall have its Maturity Date amended to 31 December 2029, or such earlier date as agreed between the Loan Buyer

and Borrower, and no amortization shall be due on the convertible portion of the loan until the Maturity Date.

Conditions Precedent to Binding Term Sheet:

In addition to Parent, Borrower and Lender signing of this Term Sheet:

- i) Triple Flag and Greenstone shall in writing confirm their approval of this Term Sheet and all terms related to them (such as accrual of future interest on their unsecured convertible loans) and agree to progress all associated documentation they will be required to sign before or at Closing;
- ii) Parent's Board shall approve this Term Sheet; and
- iii) Nuton shall confirm in writing that it is engaged in discussions to assign a portion of any received Johnson Camp 48C tax credits to Borrower or Parent.

Conditions Precedent to Closing:

Drafting and execution of ARCA2 and associated documentation including:

- i) Triple Flag and Greenstone approval for ARCA2;
- ii) Amendment to the existing intercreditor agreement between Greenstone and Lender;
- iii) An intercreditor agreement between Triple Flag and Lender (unless otherwise agreed);
- iv) A further amendment to the Amended and Restated Purchase Option Agreement between Triple Flag and Lender;
- v) Agreement by Greenstone and Triple Flag to defer the payment of any interest due under their convertible debentures that is payable in cash until after the current Maturity Date;
- vi) Toronto Stock Exchange approval.

Should (and only if) such documentation is materially inconsistent with this Term Sheet, approval by Parent's Board and Lender's Investment Committee.

Conditions Subsequent to the Binding Term Sheet:

- i) The "High Value Work Plan³" presented by Parent to Lender shall commence before 10 March 2025 and be substantially completed by 31 July, 2025, or such other date as is agreed by the parties.
- ii) **[REDACTED: Confidential and commercially sensitive commercial terms]**

³To include working capital requirements through to end 2025

Expenses:	Borrower to pay Nebari’s reasonable expenses (including legal and due diligence) for Closing, up to a cap of [REDACTED: Confidential dollar amount] .
Changes to Financial Covenants:	<p>Effective March 1, 2025, the existing financial covenants related to a minimum cash balance and accounts payable aging shall be adjusted so that they only apply to cash and accounts payable that are not related to the Stage 2 Work Program with Nuton, LLC. Furthermore, effective March 1, 2025, the required minimum cash balance shall be \$1M.</p> <p>Sections 6.3(t) and 6.3(u) of the ARCA shall continue to apply, with a carve-out to Section 6.3(u) to provide for Parent’s “High Value Work Plan” in the form presented to Lender.</p> <p>On 12 November 2024, Borrower signed an Option to Purchase Agreement (the “Purchase Option”) to purchase a defined property from Benson 1550 LLC, Benson 5200 LLC, Viel Gluck, LLC, Ben Fatto, LLC, Piemonteis Direct, LLC, Peterben Vigna, LLC, Benton Vigna, LLC and La Romana Direct, LLC. This Purchase Option is part of Lender’s collateral, and Borrower will stay current on its obligations under the Purchase Option.</p>
Governing law and Forum	Province of British Columbia, without regard to conflict of law principles.

This Summary of Terms and Conditions (“Term Sheet”) is intended as a summary only and does not reference all the terms, conditions, representations, warranties, covenants, and other provisions which shall be contained in the definitive documentation for ARCA2 and the transactions contemplated thereby. The information herein is considered confidential and shall not be distributed or discussed with any outside party other than the financial and legal counsel of Parent, Borrower, Lender, Triple Flag and Greenstone.

Accepted and agreed as of the date first set out above:

EXCELSIOR MINING ARIZONA, INC.

By: “Roland Goodgame”

Name: Roland Goodgame

Title: SVP Business Development

GUNNISON COPPER CORP.

By: “Roland Goodgame”

Name: Roland Goodgame

Title: SVP Business Development

NEBARI PARTNERS GP, LLC

By: “Daniel Freuman”

Name: Daniel Freuman

Title: Manager