



**COPPERMOLY**  
Limited

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**ASX Announcement**

**10 July 2013**

**ASX Code: COY**

**CHANGES TO SUBSTANTIAL SHAREHOLDERS**

Coppermoly Limited (ASX: COY) (**Coppermoly**) wishes to advise that it has received notice that NEMI Northern Energy and Mining Inc. (**NEMI**), has sold its Shares in Coppermoly to WXH Holdings Pty Limited (**WXH**).

Coppermoly has been advised that WXH is a related entity of Jelsh Holdings Limited (**Jelsh**), the underwriter of Coppermoly's pro-rata entitlement offer (**Offer**).

As a result, WXH, Jelsh, WXH Holdings Limited, Dr. Wanfu Huang and Xiaoyi Shen now have a relevant interest in 12.057% of Coppermoly's Shares as per the attached notice of initial substantial holder notice.

Coppermoly has not yet received a notice of ceasing to be a substantial shareholder from NEMI.

Yours faithfully,

**Maurice Gannon**  
Managing Director

**Form 603**  
Corporations Act 2001  
Section 671B

## Notice of initial substantial holder

To Company Name/Scheme Coppermoly Limited

ACN/ARSN 126 490 855

### 1. Details of substantial holder (1)

Name WXH Holdings Pty Ltd, WXH Holdings Limited, Jelsh Holdings Pty Ltd, Xiaoyi Shen and Wanfu Huang

ACN/ARSN (if applicable) 154 218 274

The holder became a substantial holder on 01/07/2013

### 2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary	21,110,383	21,110,383	12.057%

### 3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Jelsh Holdings Pty Ltd	Legal holder (s608(1)(a))	3,700,000 ordinary
WXH Holdings Limited	Relevant interest in shares held by Jelsh Holdings Pty Ltd by virtue of s608(3)	3,700,000 ordinary
WXH Holdings Pty Ltd	Relevant interest under ss608(1)(c) and 608(8) pursuant to the purchase agreement annexed to this notice as Annexure A	16,290,333 ordinary
Xiaoyi Shen	Relevant interest in shares held by WXH Holdings Pty Ltd and WXH Holdings Limited by virtue of s608(3)	19,990,333 ordinary
Wanfu Huang	Legal holder (s608(1)(a))	1,120,050 ordinary

### 4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Jelsh Holdings Pty Ltd	Jelsh Holdings Pty Ltd	Jelsh Holdings Pty Ltd	3,700,000 ordinary
WXH Holdings Limited	Jelsh Holdings Pty Ltd	Jelsh Holdings Pty Ltd	3,700,000 ordinary
Xiaoyi Shen	Jelsh Holdings Pty Ltd	Jelsh Holdings Pty Ltd	3,700,000 ordinary
WXH Holdings Pty Ltd	NEMI Northern Energy and Mining Inc	Currently, NEMI Northern Energy And Mining Inc. However, upon completion of the purchase agreement, WXH Holdings Pty Ltd will be entitled to be registered as holder of the shares	16,290,333 ordinary
Xiaoyi Shen	NEMI Northern Energy and Mining Inc	Currently, NEMI Northern Energy And Mining Inc. However, upon completion of the purchase agreement, WXH Holdings Pty Ltd will be entitled to be registered as holder of the shares	16,290,333 ordinary
Wanfu Huang	Wanfu Huang	Wanfu Huang	1,120,050 ordinary

## 5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
Wanfu Huang	2 July 2013	\$0.03 per ordinary share	180,000 ordinary
WXH Holdings Pty Ltd	1 July 2013*	\$0.045 per ordinary share	16,290,333 ordinary
Jelsh Holdings Pty Ltd	27 June 2013	\$0.045 per ordinary share	3,700,000 ordinary
Wanfu Huang	26 June 2013	\$0.03 per ordinary share	30,050 ordinary
Wanfu Huang	6 June 2013	\$0.031 per ordinary share	130,000 ordinary
Wanfu Huang	5 June 2013	\$0.031 per ordinary share	150,000 ordinary
Wanfu Huang	4 June 2013	\$0.031 per ordinary share	220,000 ordinary
Wanfu Huang	29 May 2013	\$0.034 per ordinary share	200,000 ordinary
Wanfu Huang	28 May 2013	\$0.035 per ordinary share	210,000 ordinary

\*The purchase agreement annexed to this notice is dated 1 July 2013, but a counterpart of that document was not given to the substantial holder until 9 July 2013.

## 6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Wanfu Huang	Xiaoyi Shen is an associate of Wanfu Huang by virtue of section 12(2)(c).
Xiaoyi Shen	Wanfu Huang is an associate of Xiaoyi Shen by virtue of section 12(2)(c).

## 7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
WXH Holdings Pty Ltd	Suite 8, 180 Moggill Road, Taringa QLD 4068
Jelsh Holdings Pty Ltd	Suite 8, 180 Moggill Road, Taringa QLD 4068
WXH Holdings Limited	22/F. World Wide House, Central, Hong Kong
Wanfu Huang	258 Bielby Road, Kenmore Hills QLD 4069
Xiaoyi Shen	258 Bielby Road, Kenmore Hills QLD 4069

## Signature

print name Wanfu Huang capacity Director

sign here



date 09/07/2013

### DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
  - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.
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## Annexure A

This is Annexure "A" of six pages referred to in the Form 603 - Notice of Substantial Holder signed by me and dated 9 July 2013.

9 July 2013

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Date



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▲ Signature of Wanfu Huang

## SECURITIES PURCHASE AGREEMENT

THIS AGREEMENT made the 1st day of July, 2013.

BETWEEN:

**NEMI NORTHERN ENERGY & MINING INC.** of Suite 200, 1095  
West Pender Street, Vancouver, British Columbia, V6E 2M6

(the "**Shareholder**")

AND:

**WXH HOLDINGS PTY LTD** of Suite 8, 180 Moggill Road, Taringa,  
Queensland, 4068

(the "**Purchaser**")

WHEREAS:

- A. The Shareholder desires to sell and the Purchaser wishes to purchase 16,290,333 shares (the "**Shares**") of Coppermoly Ltd. (the "**Company**") at a price of A\$0.045 per Share;
- B. The parties wish to enter into this Agreement in order to provide for the proposed acquisition by the Purchaser of the Shares; and
- C. The acquisition of the Shares will be completed in two (2) tranches, with the first tranche consisting of 12,690,333 Shares (the "**First Tranche**") and the second tranche consisting of 3,600,000 Shares (the "**Second Tranche**").

**NOW THEREFORE THIS AGREEMENT WITNESSES** that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the premises, covenants and agreements herein set forth, the parties hereto covenant and agree each with the other as follows:

### **1. PURCHASE AND SALE**

1.1 The Purchaser hereby agrees to acquire from the Shareholder, and subject to the terms and conditions in this Agreement, the Shareholder agrees to sell and transfer to the Purchaser, on the First Tranche Closing Date (as defined below) and the Second Tranche Closing Date (as defined below), all right, title and interest of the Shareholder in and to the Shares.

1.2 In consideration for the Shares, the Purchaser shall pay on the First Tranche Closing Date (as defined below), an aggregate purchase price equal to A\$571,064.98, and on the Second Tranche Closing Date (as defined below), an aggregate purchase price equal to A\$162,000.00.

### **2. REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER**

2.1 The Shareholder, with the knowledge and intent that the Purchaser is relying on such representations and warranties in entering into this Agreement, hereby warrants and represents to the Purchaser as follows:

- (a) the Shareholder has full right, power and authority to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;
- (b) the Shareholder's address is as set forth in this Agreement;
- (c) the Shareholder has good and sufficient right and authority to enter into this Agreement on the terms and conditions herein set forth and to transfer all legal and beneficial right, title, interest and ownership in and to such Shares to the Purchaser without the consent of any other person, free and clear of any pre-emptive rights of first refusal or liens, charges or encumbrances whatsoever, in accordance with the terms hereof and this Agreement is a legal, valid and binding obligation of the Shareholder enforceable against the Shareholder in accordance with its terms; and
- (d) no person has any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual right), capable of becoming an agreement, option or commitment for the purchase from it of any of, or the realization of a security interest over, the Shares.

### **3. COVENANTS OF THE SHAREHOLDER**

3.1 The Shareholder covenants and agrees that it will, from the execution of this Agreement until the First Tranche Closing Date (as defined below), in respect of the Shares representing the First Tranche, and until the Second Tranche Closing Date (as defined below), in respect of the Shares representing the Second Tranche:

- (a) not permit the transfer, assignment, sale, encumbrance or hypothecation of the Shares;
- (b) not take or permit to be taken or suffer any action which would in any way impair or derogate from the right of the Purchaser to acquire on the First Tranche Closing Date (as defined below), and the Second Tranche Closing Date (as defined below), all right, title and interest, both real and beneficial, in and to the Shares, free and clear of all liens, charges and encumbrances whatsoever; and
- (c) execute all Stock Powers of Attorney, undertakings and any and all documents which may be required in order to transfer to the Purchaser the portion of the Share representing the First Tranche on the First Closing Date Closing Date (as defined below) and the portion of the Shares representing the Second Tranche on the Second Tranche Closing Date (as defined below), respectively.

### **4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

4.1 To induce the Shareholder to enter into and complete the transactions contemplated hereby and to sell the Shares, the Purchaser, with the knowledge and intent that the Shareholder is relying on such representations and warranties in entering into this Agreement, hereby warrants and represents to the Shareholder that this Agreement has been duly executed and delivered by and on behalf of the Purchaser and the Agreement will constitute a legal, valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.

### **5. CLOSING CONDITIONS**

5.1 The obligations of the Purchaser and Shareholder to carry out the terms of this Agreement and to complete the purchase and sale of the Shares is subject to the fulfilment of each of the following conditions, each of which is for the benefit of the Purchaser or Shareholder, as the case may be, and may be waived by the respective beneficiary in its sole discretion:

- (a) the Shareholder shall be the beneficial owner of the Shares;
- (b) the warranties and representations of the Shareholder as set forth in Section 2 of this Agreement shall be true and correct in every material aspect on the First Tranche Closing Date (as defined below) and the Second Tranche Closing Date (as defined below) as if such warranties and representations had been made by the Shareholder on each of the First Tranche Closing Date (as defined below) and the Second Tranche Closing Date (as defined below), respectively;
- (c) the warranties and representations of the Purchaser as set forth in Section 4 of this Agreement shall be true and correct in every material respect on the First Tranche Closing Date (as defined below) and the Second Tranche Closing Date (as defined below) as if such warranties and representations had been made by the Purchaser on the First Tranche Closing Date (as defined below) and the Second Tranche Closing Date (as defined below), respectively;
- (d) all covenants set forth in section 3 of this Agreement have been complied with; and
- (e) the Parties shall have delivered the items specified in Section 7 hereof.

## **6. CLOSING DATE**

6.1 Unless otherwise agreed, the closing (the "**Closing**") of the First Tranche (the "**First Tranche Closing Date**") and the Second Tranche (the "**Second Tranche Closing Date**"), contemplated by this Agreement, shall both take place at 4.00pm (Brisbane time) on Thursday, 4 July 2013 or such other date or dates as the parties agree in writing.

6.2 The Closing will take place on the First Tranche Closing Date, and the Second Tranche Closing Date, at the offices of McCullough Robertson Lawyers, Level 11, 66 Eagle Street, Brisbane, Queensland 4000 or such other place as the parties agree in writing.

## **7. DELIVERIES**

7.1 On the First Tranche Closing Date:

- (a) the Shareholder will deliver or cause to be delivered to the Purchaser:
  - (i) an off-market transfer form for all of the Shares comprising the First Tranche; and
  - (ii) all other documents which may be required in order to transfer to the Purchaser the Shares comprising the First Tranche, duly executed by the Shareholder; and
- (b) the Purchaser shall deliver to the Shareholder A\$571,064.98.

7.2 On the Second Tranche Closing Date:

- (a) the Shareholder will deliver or cause to be delivered to the Purchaser:
  - (i) an off-market transfer form for all of the Shares comprising the Second Tranche; and

- (ii) all other documents which may be required in order to transfer to the Purchaser the Shares representing the Second Tranche,

duly executed by the Shareholder; and

- (b) the Purchaser shall deliver to the Shareholder AS\$162,000.

7.3 The parties agree that the Purchaser will be deemed to have delivered the amount required under Section 7.1(b) or 7.2(b) upon:

- (a) initiating a wire transfer for the relevant amount to an account nominated by the Shareholder; and
- (b) providing proof of the wire transfer to the Shareholder.

7.4 The Shareholder must nominate an account for the purpose of Section 7.3(a) no later than:

- (a) for the payment to be delivered on the First Tranche Closing Date, one day before the First Tranche Closing Date; and
- (b) for the payment to be delivered on the Second Tranche Closing Date, one day before the Second Tranche Closing Date.

## **8. SUNSET DATE**

8.1 In the event the deliveries contemplated by either Sections 7.1 or 7.2, in respect of either the First Tranche Shares or the Second Tranche Shares, respectively, are not completed by 5.00pm (Brisbane time) on 30 July 2013 ("**Sunset Date**"), the parties agree that either the Shareholder or the Purchaser may, by notice in writing to the other, terminate this Deed to the extent it relates to the tranche of Shares for which deliveries have not been completed (the "**Outstanding Shares**"). Upon such termination:

- (a) the Shareholder must repay the purchaser any payment, or proportion of any payment, made by the Purchaser under Sections 7.1(b) or 7.2(b) that relates to the Outstanding Shares;
- (b) the Purchaser must return all documents delivered to it under Sections 7.1(a) or 7.2(a) that relate to the Outstanding Shares;
- (c) each party must do everything reasonably required by the other party to reverse any action taken under Sections 7.1 or 7.2 that relates to the Outstanding Shares;
- (d) the parties will have no further obligations under this Agreement in relation to the Outstanding Shares; and
- (e) save for any subsisting breach, no party shall have any claim or cause of action against the other in respect of such termination.

## **9. GENERAL PROVISIONS**

9.1 Time is and will be of the essence of each and every provision of this Agreement.

9.2 Each party will, at its own expense, execute and deliver all such further documents and instruments, give all such further assurances, and do all such acts and things as the other parties may, either before or after the Closing Date, reasonably require to carry out the full intent and meaning of this Agreement, but without payment of any consideration therefore.

9.3 This Agreement contains the whole agreement between the Shareholder and the Purchaser in respect of the subject matter hereof and supersedes and replaces all prior negotiations, communications and correspondence. There are no warranties, representations, terms conditions or collateral agreements, express or implied, statutory or otherwise, other than as expressly set forth in this Agreement.

9.4 This Agreement will enure to the benefit of and be binding upon the Shareholder and its respective heirs, successors, liquidators, executors and assigns and upon the Purchaser and its respective heirs, successors, liquidators, executors and assigns. The Shareholder may not assign any of its right, title or interest in, to or under this Agreement.

9.5 This Agreement is being delivered in and is intended to be performed in Queensland, and shall be construed and interpreted in accordance with the laws of Queensland and the laws of Australia applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of Queensland and the venue for any actions or arbitrations arising out of this Agreement will be Brisbane, Queensland.

9.6 Any notices, required or permitted to be given under this Agreement will be in writing and will be duly and properly given and received if delivered, sent by electronic means or telecopied, in each case addressed to the intended recipient at its respective address appearing on page one of this Agreement or notified to the other party in writing.

9.7 If any provision of this Agreement is or shall be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

## **10. COUNTERPARTS**

10.1 This Agreement and any certificates or other writing delivered in connection herewith, may be executed in any number of counterparts and by facsimile or electronic means, with the same effect as if all parties had all signed the same document, and all such counterparts and adopting instruments will be construed together and will constitute one and the same instrument. The execution of this Agreement and any other writing by any party hereto or thereto will not become effective until counterparts hereof or thereof, as the case may be, have been executed by all the parties hereto or thereto.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the day and year first above written.

**NEMI NORTHERN ENERGY & MINING INC.**

Per:   
Authorized Signatory

**WXH HOLDINGS PTY. LTD.**



Per: \_\_\_\_\_  
Authorized Signatory

REGISTRATION INSTRUCTIONS
_____ (name of registered holder)
_____ (address of registered holder – include city, province and postal code)
_____ (registered holder: contact name, contact telephone number and contact email address)