

Our ref: CO:SR:16198FAXA22.doc

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22 September 2010

FROM: CHRIS OSBORN
OF: WILLIAMS & HUGHES

FAX NO: (08) 9481 2041

TO: THE ANNOUNCEMENTS OFFICE
ASX

FAX NO: 1300 135 638

NO OF PAGES (INCLUDING THIS COVER SHEET): 15

Dear Sirs

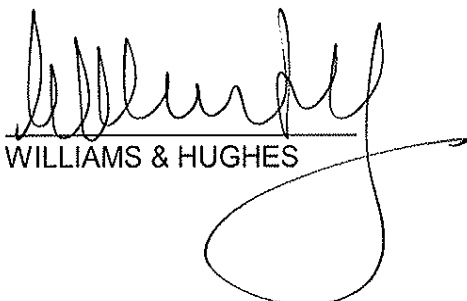
Copper Strike Ltd ("the Company")
Notice of Change of interests of Substantial Holder

On the instructions of Teck Australia Pty Ltd we **enclose** a copy of a Notice of Change of Interests of Substantial Holder.

A copy of the Deed of Release and Waiver and Share Issue referred to in the notice is also **attached**.

If you have any questions please contact Chris Osborn on cosborn@willhu.com.au or (08) 9481 2040.

Yours faithfully


WILLIAMS & HUGHES

Perth Office
1st Floor, 25 Richardson Street
West Perth, Western Australia 6005
t +61 8 9481 2040
f +61 8 9481 2041
e office@whlaw.com.au

Geraldton Office
288 Foreshore Drive
Geraldton, Western Australia 6530
t +61 8 9921 2344
f +61 8 9921 2243
e office@whlaw.com.au

whlaw.com.au

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Form 604Corporations Act 2001
Section 671B**Notice of change of interests of substantial holder**

To Company Name/Scheme COPPER STRIKE LTD

ACN/ARSN 108 398 983

1. Details of substantial holder(1)

Name TECK AUSTRALIA PTY LTD

ACN/ARSN (if applicable) 091 271 911

There was a change in the interests of the
substantial holder on 20 / 09 / 2010

The previous notice was given to the company on 01 / 12 / 2009

The previous notice was dated 01 / 12 / 2009

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully Paid ORD Shares	8,625,000	7.406%	21,625,000	16.704%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
		See Annexure "A"			

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
		See Annexure "A"			

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
	N/A

6. Addresses

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

Name	Address
	See Annexure "A"

Signature

print name DAVID JOHN WILLIAMS

capacity DIRECTOR

sign here

date 22 / 9 / 10

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) Details of the consideration must include any and all benefits, money 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

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COPPER STRIKE LIMITED
(ACN 108 398 983)

This is Annexure ("A") of 2 pages referred to in

Form 604
Corporations Act 2001
Section 671b

Notice of change of interests of substantial holder

3. Changes in relevant interests

Date of Change	Person whose relevant interest changed	Nature of Change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
20/09/2010	Teck Australia Pty Ltd	Allotment of shares to Teck Australia Pty Ltd ("TCA") by Copper Strike Limited ("CSE") pursuant to a Deed of Release and Waiver and Share Issue dated 17 September 2010 and made between TCA and CSE.	Surrender of rights to earn an interest in certain mining tenements and a right of first refusal in respect of certain mining tenements by TCA pursuant to the Deed of Release and Waiver and Share Issue dated 17 September 2010 made between TCA and CSE.	13,000,000 fully paid ordinary shares	13,000,000
20/09/2010	Teck Resources Limited	Allotment of shares to Teck Australia Pty Ltd ("TCA") by Copper Strike Limited ("CSE") pursuant to a Deed of Release and Waiver and Share Issue dated 17 September 2010 and made between TCA and CSE.	Surrender of rights to earn an interest in certain mining tenements and a right of first refusal in respect of certain mining tenements by TCA pursuant to the Deed of Release and Waiver and Share Issue dated 17 September 2010 made between TCA and CSE..	13,000,000 fully paid ordinary shares	13,000,000
20/09/2010	Temagami Mining Company Ltd	Allotment of shares to Teck Australia Pty Ltd ("TCA") by Copper Strike Limited ("CSE") pursuant to a Deed of Release and Waiver and Share Issue dated 17 September 2010 and made between TCA and CSE.	Surrender of rights to earn an interest in certain mining tenements and a right of first refusal in respect of certain mining tenements by TCA pursuant to the Deed of Release and Waiver and Share Issue dated 17 September 2010 made between TCA and CSE.	13,000,000 fully paid ordinary shares	13,000,000
20/09/2010	Keevil Holding Corporation	Allotment of shares to Teck Australia Pty Ltd ("TCA") by Copper Strike Limited ("CSE") pursuant to a Deed of Release and Waiver and Share Issue dated 17 September 2010 and made between TCA and CSE.	Surrender of rights to earn an interest in certain mining tenements and a right of first refusal in respect of certain mining tenements by TCA pursuant to the Deed of Release and Waiver and Share Issue dated 17 September 2010 made between TCA and CSE.	13,000,000 fully paid ordinary shares	13,000,000

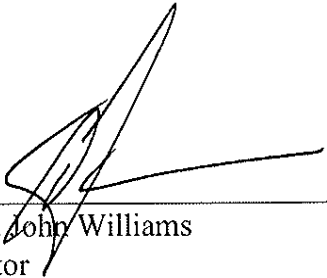
4. Present relevant interests

Person whose relevant interest changed	Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
Teck Australia Pty Ltd	Teck Australia Pty Ltd	Teck Australia Pty Ltd	Teck Australia Pty Ltd	Registered holder	21,625,000 fully paid ordinary shares	21,625,000
Teck Resources Limited	Teck Resources Limited	Teck Australia Pty Ltd	Teck Australia Pty Ltd	existing by virtue of Section 608(3) of the Corporations Act	21,625,000 fully paid ordinary shares	21,625,000
Temagami Mining Company Ltd	Temagami Mining Company Ltd	Teck Australia Pty Ltd	Teck Australia Pty Ltd	existing by virtue of Section 608(3) of the Corporations Act	21,625,000 fully paid ordinary shares	21,625,000
Keevil Holding Corporation	Keevil Holding Corporation	Teck Australia Pty Ltd	Teck Australia Pty Ltd	existing by virtue of Section 608(3) of the Corporations Act	21,625,000 fully paid ordinary shares	21,625,000

6. Addresses

Name	Address
Teck Australia Pty Ltd	Level 2, 35 Ventnor Avenue, West Perth, Western Australia
Teck Resources Limited	3300 - 500 Burrard Street, Vancouver, British Columbia, Canada V6C 0B3
Temagami Mining Company Ltd	3300 - 500 Burrard Street, Vancouver, British Columbia, Canada V6C 0B3
Keevil Holding Corporation	3300 - 500 Burrard Street, Vancouver, British Columbia, Canada V6C 0B3

Signed:



 David John Williams
 Director

Dated: 22/9/10

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**Deed of Release and Waiver
and Share Issue**

**Teck Australia Pty Ltd
Copper Strike Limited**

1148352-v1\MELDMSAUSJRM
Baker & McKenzie
Solicitors
Level 19
181 William Street
MELBOURNE VIC 3000
Tel: (03) 9617-4200
Fax: (03) 9614-2103
Email: john.mollard@bakermckenzie.com

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in

Date 17 September 2010

Parties **Teck Australia Pty Ltd** (ABN 35 091 271 911) of Level 2, 35 Ventnor Avenue, West Perth, Western Australia, Australia 6005 (*Teck*)

Copper Strike Limited (ABN 16 108 398 983) of Level 9, 356 Collins Street, Melbourne, Victoria, Australia 3000 (*CSE*)

Recitals

- A CSE and Teck are parties to the Teck Agreement.
- B In consideration of the issue of the Consideration Shares, Teck has agreed to release and discharge CSE and the CSE Group members from any obligations under the Teck Agreement on the terms and conditions set out in this Deed.

Operative provisions

1 Definitions and interpretation

Definitions

- 1.1 In this Deed, unless the context requires otherwise, words used have the following meanings:

ASX means ASX Limited (ACN 008 624 691), or the Australian Securities Exchange operated by ASX Limited, as the case requires;

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria;

Claim means any claim, cost, damages, debt, expense, liability, loss, allegation, suit, action, demand, cause of action or proceeding of any kind whether arising at law, in equity or pursuant to statute and whether existing before or after the date of this Deed;

Completion means CSE complying with all of its obligations in clause 3.1;

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

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

Consideration Shares means 13,000,000 new ordinary shares in CSE to be issued to Teck as fully paid up as provided in this Deed which shall rank *pari passu* with all other ordinary shares issued by CSE;

CSE Group means CSE and all Subsidiaries of CSE;

GST means GST as defined by the GST Act;

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GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*, or if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and to any regulation made under that Act;

Party means a party to this Deed;

Project Tenements has the meaning given to that term in the Teck Agreement;

Related Body Corporate has the meaning it has in the Corporations Act;

Share means a fully paid ordinary share in the capital of CSE;

Subsidiary has the meaning given by section 9 of the Corporations Act;

Teck Agreement means the agreement between CSE, Teck, Geo Discovery Group Pty Ltd and Sherwood Ventures Pty Ltd dated on or about 1 October 2004, and all amendments and variations of the same; and

Tenements has the meaning given to that term in the Teck Agreement.

Interpretation

1.2 In this Deed, unless the context requires another meaning:

- (a) words suggesting the singular include the plural and vice versa;
- (b) headings are for convenience only and must be ignored in interpreting this Deed;
- (c) references to any person or any Party include references to its respective successors, permitted assigns and substitutes, executors and administrators;
- (d) references to any person include references to any individual, company, body corporate, association, partnership, joint venture, trust and governmental agency;
- (e) a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Deed or any part of it.

2 Releases and Waiver

2.1 Subject to clause 2.3, with effect from Completion and subject to CSE complying with all of its obligations in clause 3.1, Teck irrevocably and unconditionally releases and forever discharges CSE and each CSE Group member from and against all Claims and all other liabilities or obligations of any nature (whether or not Teck was or could have been aware of them) which Teck now has or, but for this Deed, could or might have had, against CSE or any CSE Group member made in, or in any way related to or connected with (whether in whole or in part) the Tenements or the Teck Agreement.

2.2 Subject to clause 2.3, without limiting the generality of the release and discharge under clause 2.1, with effect from Completion and subject to CSE complying with all of its obligations in clause 3.1, Teck waives any and all rights and interests it has or may have had under the Teck Agreement and acknowledges that it has no further rights or interests under the Teck Agreement or against CSE, the CSE Group members or the Tenements pursuant to the Teck Agreement, including, but not limited to under clauses 10.2, 10.5, 15 and 15.12 of the Teck Agreement.

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- 2.3 The release and discharge under clauses 2.1 and 2.2 does not extend (a) to the indemnity under clause 9.4 of the Teck Agreement with respect to any previous conduct of CSE and notwithstanding clause 2.1 Teck will continue to have such rights of indemnity under clause 9.4 or (b) the indemnity in clause 10.6 of the Teck Agreement.
- 2.4 CSE and Teck shall as soon as practical after the execution of this Deed, lodge a copy of this Deed or other documentation as necessary with any relevant Government Agency to ensure the removal of any caveat, or similar device, against any of the Tenements. Teck will do all reasonable things, at CSE's expense, requested by CSE to enable CSE to register this document, including sign any reasonable document or provide any consent.
- 2.5 Other than pursuant to clause 2.3, and subject to Completion taking place, Teck agrees that it will not seek to enforce any right or make any claim against CSE or any CSE Group member for any breach of the Teck Agreement. Teck acknowledges that CSE and any CSE Group members may use the existence of this Deed, and the full release and discharge provided in it, as a bar against any proceedings whatsoever by Teck in relation to the Teck Agreement (other than pursuant to clause 2.3).
- 2.6 Other than relating to the transfer of Teck's interest in the Project Tenements to CSE under the Teck Agreement (which has been completed) or relating to the defense of any claim by Teck under clause 9.4 and 10.6 of the Teck Agreement, with effect from Completion, CSE irrevocably and unconditionally releases and forever discharges Teck and its affiliates from and against all Claims and all other liabilities or obligations of any nature (whether or not CSE was or could have been aware of them) which CSE now has or, but for this Deed, could or might have had, against Teck or any of its affiliates made in, or in any way related to or connected with (whether in whole or in part) the Tenements or the Teck Agreement.

3 Issue of Consideration Shares

Consideration Shares

- 3.1 Subject to the terms of this Deed, within 2 Business Days of the date of this Deed, CSE must
- (a) procure that its share registry issues a share holding statement in respect of the Consideration Shares in the name of Teck; and
 - (b) apply for official quotation of the Consideration Shares by ASX.

and promptly following quotation and, in any event, on or before 24 September 2010 CSE will procure that its share registry issue a share holding statement for the Consideration Shares in the name of Teck; failing all of which (including if an official quotation is not accorded to the Consideration Shares) this Agreement will terminate and be of no further force or effect (and subject to relevant provisions of the Corporations Act any issued Consideration Shares returned to CSE or cancelled and if the Consideration Shares are returned to CSE or cancelled pursuant to this provision CSE must indemnify Teck against all taxes and duties which it is required to pay in returning the Consideration Shares or in connection with the cancellation and CSE must bear all costs in this regard). The Consideration Shares shall not be subject to any escrow or similar restrictions.

CSE must issue a notice complying with section 708A(5)(e) of the Corporations Act ("*cleansing notice*") in respect of the issue of the Consideration Shares the manner prescribed in section 708A(5)(e) of the Corporations Act.

Acknowledgements

- 3.2 Teck acknowledges and agrees that the Consideration Shares have not been and will not be registered under the United States Securities Act 1933, as amended (the "Securities Act") and they may not be offered sold, taken up, delivered, renounced or transferred within the United States (except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act).
- 3.3 Teck acknowledges and agrees that:
- (a) it will not deal or cause or permit any other person to deal in any Consideration Shares unless and until they have been quoted on the ASX;
 - (b) it has detailed knowledge and extensive experience about financial and business matters and the mining industry so as to be capable of evaluating the merits and risks of entering into this Deed;
 - (c) in entering into this Deed and receiving the Consideration Shares, it is relying on its own evaluation, advice and investigations; and
 - (d) in entering into this Deed, Teck has not relied on any statement, representation, advice, opinion, warranty, undertaking, promise, estimate, projection or forecast given by CSE, its Subsidiaries or any person acting on behalf of or associated with CSE, in relation to the value of performance of the Shares or CSE.
- 3.4 GST applicable to this Deed and/or the releases under it will be for the account of, and paid by, CSE. On the execution and delivery of this Deed, Teck will deliver a GST tax invoice for GST payable on this Deed and/or the release under it and CSE must within 5 Business Days of receipt of the tax invoice pay the GST specified in the tax invoice to Teck. The value of the supply in respect of the issue of the Consideration Shares shall be determined by based on the Volume Weighted Average Price (VWAP) of CSE's listed shares for the 90 days period ending on 15 September 2010 (which amounts to \$0.0752 per share) and the Parties agree that for the purposes of the tax invoice the value of the supply is \$ 977,600 and GST payable is \$97,760. If any further GST is payable or assessed in respect of the supply CSE shall pay the same to Teck upon delivery by Teck of a tax invoice.


4 Costs and expenses

Costs and expenses

- 4.1 Unless otherwise provided for in this Agreement, each party must pay its own costs and expenses in respect of the negotiation, preparation, execution, delivery and registration of this Agreement and any other agreement or document entered into or signed under this Agreement.
- 4.2 Any action to be taken by any party in performing its obligations under this Agreement must be taken at its own cost and expense unless otherwise provided in this Agreement.

Stamp Duty

- 4.3 CSE will be responsible for any stamp duty payable in Australia in respect of the issue of the Consideration Shares or the execution of this Deed.

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5 Notices

Requirements

5.1 All notices or other communications (*notices*) given by a party under or in connection with this Deed must be:

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

To Teck: Teck Australia Pty Ltd
 PO Box 1677
 West Perth WA 6872

Att: Ian Sandl
 T: + 61 8 93214936
 F: + 61 8 93214766

Copied to Teck Resources Ltd
 3300 – 550 Burrard Street
 Vancouver, B.C.
 Canada V6C 0B3

Att: Corporate Secretary
 F: + 1 604 699 4729

To CSE: Copper Strike Limited
 Level 9, 356 Collins Street
 Melbourne Victoria 3000

Att: Tom Eadie
 T: + 61 3 96400955
 F: + 61 3 96420698

- (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;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, or the addressee in accordance with clause 6.1(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the seventh day after the date of posting;
 - (iii) (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

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- (iv) (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 Business Day.

6 General provisions

Governing law and jurisdiction

- 6.1 This Deed is governed by and must be construed according to the laws of State of Victoria.
- 6.2 Each Party to this Deed irrevocably:
 - (a) submits to the exclusive jurisdiction of the courts of the State of Victoria and the courts competent to hear and determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to this Deed; and
 - (b) waives, without limitation, 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, where that venue falls within clause 6.2(a) of this Deed.

Binding effect of this Deed and assignment

- 6.3 This Deed binds the Parties and any administrator, transferee, assignee, liquidator, provisional liquidator or trustee in bankruptcy appointed in respect of it.
- 6.4 The agreements in this Deed are personal to the Parties and may not be assigned without the prior written consent of the other Party.
- 6.5 Teck acknowledges and agrees that the release and discharge given in this Deed is for the benefit of CSE, the CSE Group members, and that CSE holds the benefit of this Deed for itself and upon trust for each of the CSE Group members who may enforce the provisions of this Deed in their favour as if they were a party to it.
- 6.6 The obligations in this Deed do not merge and continue to remain in effect notwithstanding the completion of the obligations in 3.1.

Invalidity or enforceability

- 6.7 If any provision of this Deed is invalid or unenforceable in a jurisdiction:
 - (a) it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - (b) that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

Waiver

- 6.8 A provision of or a right under this Deed may not be waived or varied except in writing signed by the person to be bound.

Amendment

- 6.9 This Deed may be amended only by a document signed by all Parties.

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Further assurances

6.10 Each Party agrees to promptly do or arrange for others to do everything reasonably necessary to give full effect to this Deed and the transactions contemplated by this Deed.

Entire agreement

6.11 This Deed is the entire agreement of the Parties about the subject matter of this Deed and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications. No Party has entered into this Deed relying on any representations made by or on behalf of the other, other than those expressly made in this Deed.


Counterparts

6.12 This Deed may be executed in any number of counterparts and by the Parties on separate counterparts. Each counterpart constitutes the agreement of each Party who has executed and delivered that counterpart.

6.13 The exchange of executed counterparts may occur by facsimile transmission so long as the original is provided promptly by the Party so exchanging.

Acknowledgments

6.14 The Parties acknowledge that they enter into this Deed fully and voluntarily on their own information and investigation.

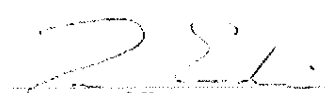
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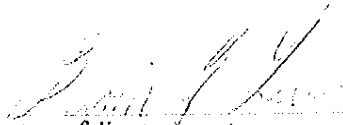
Execution

Executed as a deed.

**Signed sealed and delivered
by Copper Strike Limited
in accordance with section 127 of the
Corporations Act 2001:**


Signature of director

ERNEST THOMAS EADIE
Name of director (please print)

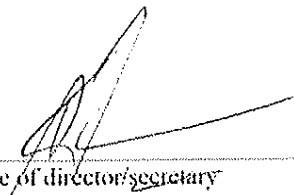

Signature of director/secretary

BARRIE E LAWS
Name of director/secretary (please print)

**Signed sealed and delivered
by Teck Australia Pty Ltd
in accordance with section 127 of the
Corporations Act 2001:**


Signature of director

JAN SANDL
Name of director (please print)


Signature of director/secretary

DAVID JOHN WILLIAMS
Name of director/secretary (please print)