

FORM 51-102F3
MATERIAL CHANGE REPORT

Item 1 Name and Address of Company

SSR Mining Inc. (the “**Company**”)
Suite 1700, Park Place – 666 Burrard Street
Vancouver, British Columbia V6C 2X8

Item 2 Date of Material Change

December 6, 2024

Item 3 News Release

A news release announcing the material change was issued on December 6, 2024, through Business Wire. The news release was filed on SEDAR+ under the Company’s corporate profile at www.sedarplus.ca and furnished on the Company’s Current Report on Form 8-K dated December 12, 2024 filed on EDGAR at www.sec.gov.

Item 4 Summary of Material Change

On December 6, 2024, the Company and Newmont Corporation (“**Seller**”) announced that they had entered into a share purchase agreement (the “**Purchase Agreement**”) by and among the Company, as guarantor, SSR US Holdings Inc., its wholly owned subsidiary (“**Holdings**”), and Seller.

The Purchase Agreement provides, among other things, that, subject to the terms and conditions set forth therein, Holdings will purchase from the Seller all of the issued and outstanding shares of capital stock of Newmont CC&V Mining Corporation, the ultimate owner of the Cripple Creek & Victor Gold Mine (“**CC&V**”) (the “**Transaction**”). The obligations of Holdings are guaranteed by the Company pursuant to the terms of the Purchase Agreement.

Item 5 Full Description of Material Change

5.1 Full Description of Material Change

On December 6, 2024, the Company announced that it had entered into the Purchase Agreement with Holdings and Seller. The Purchase Agreement provides, among other things, that, subject to the terms and conditions set forth therein, Holdings will purchase from the Seller all of the issued and outstanding shares of capital stock of Newmont CC&V Mining Corporation, the ultimate owner of CC&V. The obligations of Holdings are guaranteed by the Company pursuant to the terms of the Purchase Agreement.

The Purchase Agreement provides for a purchase price of up to US\$275 million, consisting of (i) a US\$100 million cash payment to be paid on the date of closing and (ii) up to US\$175 million in additional milestone-based payments in cash, all subject to certain customary pre- and post-closing adjustments. With respect to the milestone-based payments, US\$87.5 million is payable upon final approval of Amendment 14 (as defined in the Purchase Agreement) with respect to the application to amend the CC&V Cresson permit and up to an additional US\$87.5 million is payable upon obtaining regulatory relief relating to flow-related permitting requirements for the Carlton Tunnel (as defined in the Purchase Agreement). Additionally, upon completion of an updated regulator-approved closure plan and in the event aggregate closure costs at CC&V exceed US\$500 million, Holdings will be responsible for funding 10% of the incremental closure costs while the Seller will be responsible for funding 90% of the incremental closure costs, either on an as-incurred basis or pursuant to a lump sum payment option.

The Purchase Agreement contains certain representations, warranties, covenants and indemnification obligations of each of the parties, subject to certain limitations. The consummation of the Transaction is subject to the satisfaction of customary closing conditions, including the expiration of the waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the absence of any law or judgment preventing the closing. The obligation to consummate the Transaction by the Company and Holdings, on the one hand, and by the Seller, on the other hand, is also subject to the accuracy of the other's representations and warranties contained in the Purchase Agreement (subject, with specified exceptions, to customary materiality standards) and the performance of the other's covenants and agreements in all material respects. The Company's obligation to consummate the Transaction is further subject to a condition that, since the date of the Purchase Agreement, there has not been a Material Adverse Change (as defined in the Purchase Agreement). The parties have agreed to certain efforts obligations to promptly obtain the antitrust approvals required for the Transaction. The Company expects to close the Transaction in the first quarter of 2025. The Purchase Agreement additionally provides termination rights for Holdings and the Seller under certain circumstances if the Transaction is not consummated by March 31, 2025.

The foregoing description of the Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement. A copy of the Purchase Agreement has been filed on SSR Mining's SEDAR+ profile.

See Schedule "A" for a cautionary statement regarding forward-looking statements made in this material change report.

5.2 Disclosure for Restructuring Transactions

Not applicable.

Item 6 Reliance on subsection 7.1(2) of National Instrument 51-102

Not applicable.

Item 7 Omitted Information

Not applicable.

Item 8 Executive Officer

Michael Sparks
EVP, Chief Financial Officer
Telephone: (303) 391-3060

Item 9 Date of Report

December 12, 2024

SCHEDULE "A"

*Except for statements of historical fact relating to the Company, certain statements contained in this report constitute forward-looking information, future oriented financial information, or financial outlooks (collectively "**forward-looking information**") within the meaning of applicable securities laws. Forward-looking information may be contained in this document and our other public filings. Forward-looking information relates to statements concerning our outlook and anticipated events or results and, in some cases, can be identified by terminology such as "may", "will", "could", "should", "expect", "plan", "anticipate", "believe", "intend", "estimate", "projects", "predict", "potential", "continue" or other similar expressions concerning matters that are not historical facts.*

Forward-looking information and statements in this report are based on certain key expectations and assumptions made by the Company. Although we believe that the expectations and assumptions on which such forward-looking information and statements are based are reasonable, undue reliance should not be placed on the forward-looking information and statements because we can give no assurance that they will prove to be correct. Forward-looking information and statements are subject to various risks and uncertainties which could cause actual results and experience to differ materially from the anticipated results or expectations expressed in this report.

Forward-looking information and statements in this report include any statements concerning, among other things: the expected timing for closing of the Transaction, forecasts and outlook relating to the Transaction, timing and realized value and benefits of the development of CC&V, including timing of exploration, construction and production, the existence or realization of mineral resource estimates, value and timing of compensation relating to the milestone payments, available liquidity resulting from the Transaction, the satisfaction of the permitting related to the extension of the life of the mine and the regulatory relief related to the Carlton Tunnel, and any and all other timing, exploration, development, operational, financial, budgetary, economic, legal, social, environmental, regulatory, and political matters that may influence or be influenced by future events or conditions.

The above list is not exhaustive of the factors that may affect any of the Company's forward-looking information. You should not place undue reliance on forward-looking information and statements. Forward-looking information and statements are only predictions based on our current expectations and our projections about future events. Actual results may vary from such forward looking information for a variety of reasons including, but not limited to, risks and uncertainties disclosed in our filings on our website at www.ssrmining.com, on EDGAR at www.sec.gov, on SEDAR+ at www.sedarplus.ca, and on the ASX at www.asx.com.au and other unforeseen events or circumstances. Other than as required by law, we do not intend, and undertake no obligation to update any forward-looking information to reflect, among other things, new information or future events. The information contained on, or that may be accessed through, our website is not incorporated by reference into, and is not a part of, this report.